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CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, NOVEMBER 9, 2021
5:00 PM

AGENDA

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. PLEDGE OF ALLEGIANCE/INVOCATION:

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. Citizens Government Academy Proclamation (Terry)

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Introduction of new employees, recognitions, promotions (Laumer, Cullison, Metdker McAfee)

B. Discussion regarding the findings and recommendations of the Charter Review Committee. (McAfee)

V. 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 that are prohibited by law.

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

VI. EXECUTIVE SESSION:

The Celina City Council will convene into Executive Session pursuant to Texas Government Code 551.071, Consultation with Attorney, on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this Chapter, pending or contemplated litigation, and 551.072, Deliberations Regarding Real Property, to deliberate the purchase, exchange, lease, or value of real property.

A. Discussion regarding an amendment of a development agreement RCI-Celina 115, LP for the development of approximately 130 acres of land; generally located on the northeast corner of the BNSF Railroad and Malone Street, within the City Limits.

B. Discussion regarding an amendment of a development agreement with Uptown Celina Partners, LP; generally located south of J. Fred Smith Parkway, east of future Legacy Drive, and west of BNSF Railroad, within both the Extraterritorial Jurisdiction (ETJ) and City Limits.

C. Discussion regarding an amendment of a development agreement with Qualico Developments (U.S), Inc.; generally located west of FM 455 and north of CR 9, within the City Limits.

D. Discussion regarding a development agreement for the Estates at Bonito Lake generally located at the northeast corner of County Road 106 and future Coit Road, within the Extraterritorial Jurisdiction (ETJ).

E. Discussion regarding a development agreement with Huffines (Bray Tract), generally located southwest of Marilee Road and future Custer Road, within the Extraterritorial Jurisdiction (ETJ).

F. Discussion regarding a development agreement with Huffines Ranch LLC (Carter Tract), generally located northwest of future Carl Darnall Parkway and future Peterman Parkway, within the Extraterritorial Jurisdiction (ETJ).

G. Discussion regarding a resolution authorizing the use of eminent domain to condemn Public Water And Wastewater Easements, Drainage Easements, Right-Of-Way, And Temporary Construction Easements In Real Properties As Portions Of Tracts Of Land Generally Described As Being Located In The B.B.B. & C Ry Co. Survey Abstract A0132, And In The Collin County School Land Survey Abtract No. 167, Generally Located On The West Side Of South Oklahoma Drive (Business 289) Beginning South Of East Ash Street And Extending South To Approximately 180 Feet North Of East Cherrywood Lane; And West Along Future Sunset Boulevard From South Oklahoma Drive (Business 289) For Approximately 1000 Feet; And East Of South Oklahoma Drive Beginning South Of East Ash Street And Extending South To Approximately 430 Feet North Of Preston Road (SH 289); Providing Notice Of An Official Determination To Acquire Real Properties For Water And Wastewater Easements, Rights-Of-Way, Drainage Easements, And/Or Temporary Construction Easements; Authorizing The City Manager To Obtain The Necessary Appraisal Report(S) And Make Bona Fide Offers Of Just Compensation For The Easements; Ratifying Prior Documents Made For Acquisition Of The Easements; Authorizing Legal Counsel To Institute Eminent Domain Proceedings On Behalf Of The City For The Acquisition Of The Easements On Said Tracts If Negotiations Are Unsuccessful; Appropriating Funds From A Lawful Source; And Providing For An Effective Date (Brawner) Reconvene Into Open Session

H. Consider and act upon any items discussed in executive session.

I. Consider and act on a resolution authorizing the use of eminent domain to condemn Public Water And Wastewater Easements, Drainage Easements, Rights-Of-Way, And Temporary Construction Easements In Real Properties As Portions Of Tracts Of Land Generally Described As Being Located In The B.B.B. & C Ry Co. Survey Abstract A0132, And In The Collin County School Land Survey Abtract No. 167, Generally Located On The West Side Of South Oklahoma Drive (Business 289) Beginning South Of East Ash Street And Extending South To Approximately 180 Feet North Of East Cherrywood Lane; And West Along Future Sunset Boulevard From South Oklahoma Drive (Business 289) For Approximately 1000 Feet; And East Of South Oklahoma Drive Beginning South Of East Ash Street And Extending South To Approximately 430 Feet North Of Preston Road (SH 289) and being more particularly described herein; Providing Notice Of An Official Determination To Acquire Real Properties For Water And Wastewater Easements, Rights-Of-Way, Drainage Easements, And/Or Temporary Construction Easements; Authorizing The City Manager To Obtain The Necessary Appraisal Report(s) And Make Bona Fide Offers Of Just Compensation For The Easements; Ratifying Prior Documents Made For Acquisition Of The Easements; Authorizing Legal Counsel To Institute Eminent Domain Proceedings On Behalf Of The City For The Acquisition Of The Easements On Said Tracts If Negotiations Are Unsuccessful; Appropriating Funds From A Lawful Source; And Providing For An Effective Date (Brawner)

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

A. Minutes Approval:

1. City Council - Regular Meeting - Nov 10, 2020, 5:00 PM

B. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Celina Real Estate, L.P. for a facilities agreement regarding use of property for parking during Christmas on the Square. (Brawner)

C. Consider and act to authorize an amendment to the Sunset Point Lift Station agreement for engineering services in an amount not to exceed $118,640.00. (Berry)

D. Consider and act upon an agreement between the City of Celina and Denton County for Fire and Emergency Medical Services (Metdker)

E. Consider and act upon a resolution of the City of Celina, Texas approving the sixth addendum to full and final settlement agreement and release with Marilee Special Utility District f/k/a Gunter Rural Water Supply Corporation; rescinding approval of a first version of such addendum; providing for severability, savings and repealing clauses; determining open meetings laws were complied with (Marilee Sixth Addendum) (Brawner)

F. Consider and act upon an ordinance amending the City's Code of Ordinances, Chapter 8: Offenses and Nuisances, Article 8.09 Alcoholic Beverages, Division 2. Sale of Alcoholic Beverages. (Alcoholic Beverages Revision) (McAfee)

G. Consider and act to authorize IT Services with Sequel Data Systems, Inc., through a cooperative contract with The Interlocal Purchasing System (TIPS) in an amount not to exceed $100,000. (Berry)

H. Consider and act to authorize the City Manager to partially terminate the agreements by and between the City of Celina and C and C Land, LLC. (Belknap Tract - DA Termination) (Mohan)

I. Consider and act to authorize the City Manager to partially terminate the agreement by and between the City of Celina and MM Sutton Fields East, LLC. (Sutton Fields East – DA Termination) (Mohan)

J. Consider and act upon a request to amend a development agreement RCI-Celina 115, LP for the development of approximately 130 acres of land; generally located on the northeast corner of the BNSF Railroad and Malone Street, within the City Limits. (Northside at Rollertown - DA 4th Amendment) (Mohan)

K. Consider and act upon a request to amend the development agreement with Uptown Celina Partners, LP; generally located south of J. Fred Smith Parkway, east of future Legacy Drive, and west of BNSF Railroad, within both the Extraterritorial Jurisdiction (ETJ) and City Limits. (Uptown - DA 1st Amendment) (Mohan)

L. Consider and act upon a resolution of the City of Celina, Texas, determining the costs of certain authorized improvements to be financed within Neighborhood Improvement Area #5B of the Sutton Fields II Public Improvement District; approving a preliminary amended and restated service plan and assessment plan, including a proposed Neighborhood Improvement Area #5B Assessment Roll; directing the filing of the proposed Neighborhood Improvement Area #5B Assessment Roll with the City Secretary; and providing for noticing and calling a public hearing on December 14, 2021 to consider an ordinance levying assessments on property located within Neighborhood Improvement Area #5B of the Sutton Fields II Public Improvement District. (Sutton Fields II PID NIA Phase #5B Pre-SAP) (Lopez)

M. Authorize the City Manager of the City of Celina to enter into a Distribution Pole License Agreement with Grayson Collin Electric Cooperative (GCEC)

N. Consider and act to purchase Uniforms for the Fire Department through a cooperative contract with the City of Frisco from Galls, LLC in an amount not to exceed $70,000. (Berry)

O. Consider and act to authorize the purchase of a vehicle for Public Works from Grapevine Dodge Chrysler Jeep in an amount not to exceed $205,416.00. (Berry)

P. Consider and act to award bid 2021-0087 for Mowing Services to Yellowstone Landscape and Raul Morales Lawn Service at the unit prices listed in an amount not to exceed $213,397.42. (Berry/Sprinkle)

Q. Consider and act upon an ordinance of the City of Celina, Texas amending ordinance 2020-77 which adopted and approved the budget for fiscal year beginning October 1, 2020, and ending September 30, 2021, and make appropriations for each department, project, and account, by adopting an amended 2020-2021 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this ordinance. (Bromiley)

R. Consider and act upon an ordinance of the City of Celina, Texas amending ordinance 2021-75 which adopted and approved the budget for fiscal year beginning October 1, 2021, and ending September 30, 2022, and make appropriations for each department, project, and account, by adopting an amended 2021-2022 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this ordinance. (Bromiley)

S. Consider and act upon an ordinance of the City of Celina, Texas, authorizing the future release of the Celina Development LLC street access and utility easement dedicated as part of Lilyana Phase 2A-2. (Glasgow)

T. Authorize the City Manager to executed Amendment #1 to the Interlocal Agreement by and between the Town of Prosper, Collin County, and the City of Celina on Frontier Parkway between Preston Road (SH 289) and North Dallas Parkway. (Glasgow)

VIII. PUBLIC HEARING/ACTION:

A. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning an approximately 43-acre tract of land to Collin County Outer Loop Overlay District (CCOLO), generally located north of the future Collin County Outer Loop and approximately 2,050 feet east of Smiley Road, within the City Limits. (Boilermaker Investments – Rezoning) (Mohan)

B. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by amending the Concept Plan and Development Regulations of Planned Development (PD) No. 21 on approximately 270 acres with a base of the Dallas North Tollway Overlay District (DNTO), generally located at the northwest corner of future Dallas North Tollway and FM 455, within the City Limits. (Parkwood – PD Amendment) (Mohan)

C. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance for a Specific Use Permit (SUP) to allow for a "Batch Plant, Permanent" use on an approximately 64-acre tract of land, generally located at the northeast corner of County Road 51 and future Punk Carter Parkway, within the City Limits. (Bradford Batch Plant – SUP) (McAfee)

D. Conduct a public hearing to consider and act upon a Development Agreement between the City of Celina and Celina 58 LP, for approximately 59 acres of land, generally located at the northwest corner of Louisiana Drive and County Road 58, within the Extraterritorial Jurisdiction (ETJ). (Legacy 58.5 – Development Agreement) (Mohan)

E. Conduct a public hearing to consider and act upon a Development Agreement between the City of Celina and IC Resources, LLC. for approximately 100 acres of land, generally located at the northeast corner of County Road 106 and future Coit Road, within the Extraterritorial Jurisdiction (ETJ). (The Estates at Bonito Lake – Development Agreement) (Mohan)

F. Conduct a public hearing to consider and act upon a Development Agreement between the City of Celina and Brillo Verde, LTD. for approximately 9.8 acres of land, generally located south of Sunset Boulevard and approximately 1,950 feet east of KC Robinson Lane, within both the City Limits and the Extraterritorial Jurisdiction (ETJ). (Shades of Green – Development Agreement) (Mohan)

G. Conduct the first of three public hearings to annex approximately 585 acres, describing the municipal services to be provided to the area and the time in which municipal services will be provided, calling a public hearing, directing notices to be provided, directing that a petition for annexation of the area be prepared and opportunity to sign provided, providing for matters related thereto for the following areas: (21-03 Annexation First Public Hearing) (Mohan)

1. Collin CAD Property ID 984821, being an approximate 17.80-acre tract of land in Collin County, Texas, legally described as Abstract No. A0247 in the John Davis Survey, Tract 2; generally located at the southeast corner of future Coit Road and County Road 107 (Bray, Jim G Jr),
2. Collin CAD Property ID 995506, being an approximate 17.04-acre tract of land in Collin County, Texas, legally described as Abstract No. A0533 in the W. C. Lewis Survey, Tract 1; generally located approximately 270 feet east of future Coit Road and 965 feet north of future Stallcup Boulevard (Bray, Jim G Jr),
3. Collin CAD Property ID 995515, being an approximate 5.02-acre tract of land in Collin County, Texas, legally described as Abstract No. A0533 in the W. C. Lewis Survey, Tract 2; generally located east of future Coit Road and approximately 830 feet north of future Stallcup Boulevard (Bray, Jim G Jr),
4. Collin CAD Property ID 997915, being an approximate 53.21-acre tract of land in Collin County, Texas, legally described as Abstract No. A0931 in the T & P Ry Co Survey, Tract 1; generally located north of future Stallcup Boulevard and approximately 245 feet east of future Coit Road (Bray, Jim G Jr),
5. Collin CAD Property ID 997924, being an approximate 5.79-acre tract of land in Collin County, Texas, legally described as Abstract No. A0931 in the T & P Ry Co Survey, Tract 2; generally located at the northeast corner of future Coit Road and future Stallcup Boulevard (Bray, Jim G Jr),
6. Collin CAD Property ID 2120491, being an approximate 108.94-acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract 2; generally located south of future Marilee Road and approximately 1,330 feet west of future Custer Road (Estate of Bray, Jim Garvan Sr),
7. Collin CAD Property ID 2120786, being an approximate 140.25-acre tract of land in Collin County, Texas, legally described as Abstract No. A0247 in the John Davis Survey, Tract 1; generally located south of future Marilee Road and approximately 275 feet east of future Coit Road (Bray, Jim G Jr),
8. Collin CAD Property ID 2674384, being an approximate 66.12-acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract 1; generally located west of future Custer Road and approximately 1,315 feet south of future Marilee Road (Bray, Jim G Jr),
9. Collin CAD Property ID 2071427, being an approximate 14.88-acre tract of land in Collin County, Texas, legally described as Abstract No. A0168 in the Collin County School Land #16 Survey, Sheet 1, Tract 74; generally located approximately 705 feet north of future Mobberly Road and 1,830 feet east of future Legacy Drive (Shewchuk Dwight M & Rebecca),
10. Collin CAD Property ID 991788, being an approximate 7.54-acre tract of land in Collin County, Texas, legally described as Abstract No. A0168 in the Collin County School Land #16 Survey, Sheet 1, Tract 16; generally located approximately 240 feet north of Mobberly Road and 290 feet west of future Legacy Drive (Barnett, Rebecca A),
11. Collin CAD Property ID 2788963, being an approximate 3.23-acre tract of land in Collin County, Texas, legally described as Eva's Ridge (GCN), Block A, Lot 1; generally located north of County Road 8 and approximately 195 feet west of future Legacy Drive (Gulley, Michael Morris),
12. Collin CAD Property ID 2788965, being an approximate 4.034-acre tract of land in Collin County, Texas, legally described as Eva's Ridge (GCN), Block A, Lot 2; generally located north of County Road 8 and approximately 395 feet west of future Legacy Drive (Gulley, Michael Morris),

13. Collin CAD Property ID 2689584, being an approximate 20.10-acre tract of land in Collin County, Texas, legally described as Abstract No. A0394 in the Daniel Howell Survey, Tract 38; generally located at the southeast corner of future Roseland Parkway and FM 455 (Gulley, Michael Morris),
14. Collin CAD Property ID 1225301, being an approximate 5.25-acre tract of land in Collin County, Texas, legally described as Abstract No. A0810 in the W. W. Shawer Survey, Tract 13; generally located south of County Road 106 and approximately 365 feet east of future Coit Road (Henderson, Jerry Gene-Le),
15. Collin CAD Property ID 1014388, being an approximate 10.66-acre tract of land in Collin County, Texas, legally described as Abstract No. A1053 in the Ousley & Floyd Survey, Tract 2; generally located at the southwest corner of Louisiana Drive and County Road 994 (Marinko Living Trust),
16. Collin CAD Property ID 2698698, being an approximate 31-acre tract of land in Collin County, Texas, legally described as Abstract No. A0834 in the William Stapp Survey, Tract 5; generally located approximately 225 feet west of County Road 133 and 2,650 feet north of FM 455 (NTRPFI LP),
17. Collin CAD Property ID 2720384, being an approximate 5-acre tract of land in Collin County, Texas, legally described as Abstract No. A0801 in the Robert Scaggs Survey, Tract 15; generally located west of County Road 133 and approximately 110 feet north of FM 455 (NTRPFI LP),
18. Collin CAD Property ID 2657698, being an approximate 13.55-acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract 5; generally located approximately 350 feet south of future Stallcup Boulevard and 1,365 feet west of future Custer Road (JML Cattle Company LLC),
19. Collin CAD Property ID 2658131, being an approximate 10.45-acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract 6; generally located north of County Road 106 and approximately 1,400 feet west of future Custer Road (Equity Trust Company DBA Sterling Trust),
20. Collin CAD Property ID 2674385, being an approximate 7.73-acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract 7; generally located north of County Road 106 and approximately 1,015 feet west of future Custer Road (Equity Trust Company DBA Sterling Trust Custodian FBO James L LaBorde),
21. Collin CAD Property ID 2707587, being an approximate 12-acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract 8; generally located at the northwest corner of future Custer Road and County Road 106 (McCauley, Jeffrey David & Mary Jo),
22. Denton CAD Property ID 173394, being an approximate 5.01-acre tract of land in Denton County, Texas, legally described as Abstract No. A0969A in Norwood, Tract 1(B); generally located west of Smiley Road and approximately 2,591 feet north of future Punk Carter Parkway (Fonseca, Maria Rocio),
23. Denton CAD Property ID 52870, being an approximate 18-acre tract of land in Denton County, Texas, legally described as Abstract No. A0211A in Cowan, Track 36 and Old DCAD, Sheet 2, Tract 7; generally located east of Smiley Road and approximately 1,945 feet north of future Punk Carter Parkway (18 Farm on Smiley Rd LTD), and
24. Denton CAD Property ID 173398, being an approximate 1.61-acre tract of land in Denton County, Texas, legally described as Willow Wood, Lot 1; generally located at the southwest corner of Smiley Road and FM 428 (Sadeghian, Khosrow TRTS of Kamy Real Property Trust).

H. Conduct a public hearing to consider testimony and act upon an ordinance designating a contiguous geographic area that is within the extraterritorial jurisdiction of the City as a reinvestment zone, to be known as Reinvestment Zone Number Fourteen, City of Celina; describing the boundaries of the zone; creating a board of directors for the zone; establishing a tax increment fund for the zone; containing findings related to the creation of the zone; providing a date for the termination of the zone; and providing that the zone take effect immediately upon passage of the ordinance. (Item to be tabled to the December 14, 2021, City Council meeting) (Sutton Fields East - TIRZ Creation) (Lopez)

I. Conduct a public hearing to consider testimony regarding the creation of the Mosaic Public Improvement District and act upon a resolution creating the Mosaic Public Improvement District. (Celina Mosaic - PID Creation) (Lopez)

J. Conduct a public hearing to consider testimony regarding the dissolution of the existing Hillside Village Public Improvement District and act upon a resolution dissolving the existing Hillside Village Public Improvement District. (Hillside Village - PID Dissolution) (Lopez)

K. Conduct a public hearing to consider testimony regarding the creation of the Hillside Village Public Improvement District and act upon a resolution creating the Hillside Village Public Improvement District. (Hillside Village – PID Creation) (Lopez)

L. Conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final The Parks at Wilson Creek Public Improvement District Service and Assessment Plan, including the Phase #1 Assessment Roll – Phase #1 Improvements and Initial Major Improvements; making a finding of special benefit to property within Phase #1 of The Parks at Wilson Creek Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against the Phase #1 assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance) (Lopez)

M. Conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final The Parks at Wilson Creek Public Improvement District Service and Assessment Plan, including the Phase #1 Assessment Roll – Additional Major Improvements; making a finding of special benefit to property within Phase #1 of The Parks at Wilson Creek Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against the Phase #1 assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance) (Lopez)

N. Conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final The Parks at Wilson Creek Public Improvement District Service and Assessment Plan, including the Major Improvement Area Assessment Roll – Initial Major Improvements; making a finding of special benefit to property within the Major Improvement Area of The Parks at Wilson Creek Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against the Major Improvement Area assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance) (Lopez)

O. Conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final The Parks at Wilson Creek Public Improvement District Service and Assessment Plan, including the Major Improvement Area Assessment Roll – Additional Major Improvements; making a finding of special benefit to property within the Major Improvement Area of The Parks at Wilson Creek Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against the Major Improvement Area assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance) (Lopez)

P. Conduct a public hearing and act upon an ordinance of the City of Celina, abandoning the rights-of-way totaling approximately 0.275 acre, as more particularly described and depicted in Exhibit "A", to the abutting owner; generally located south of the Collin County Outer Loop Eastbound Frontage Road and west of Huddleston Drives; and providing for the furnishing of a certified copy of this ordinance for recording in the real property records of Collin County, Texas, as a quit claim deed of the City; and providing an effective date. (Cambridge Crossing ROW Abandonment) (Glasgow)

IX. ACTION ITEM:

A. Consider and act upon an ordinance of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (The Parks at Wilson Creek Public Improvement District Phase #1 Project); approving and authorizing related agreements; and providing an effective date. (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance) (Lopez)

B. 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 2021 (The Parks at Wilson Creek Public Improvement District Initial Major Improvements Project); approving and authorizing related agreements; and providing an effective date. (Parks at Wilson Creek PID MIA – Bond Ordinance) (Lopez)

C. Consider and act upon a resolution of the City of Celina, Texas, determining the costs of certain Authorized Improvements to be financed within the Hillside Village Public Improvement District; approving a preliminary service plan and assessment plan, including a proposed Assessment Roll; directing the filing of the proposed Assessment Roll with the City Secretary; and providing for noticing and calling a public hearing December 14, 2021 to consider an ordinance levying assessments on property located within the Hillside Village Public Improvement District. (Hillside Village PID Pre-SAP – Resolution) (Lopez)

X. ADJOURNMENT:

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

The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code, Chapter 551. "I, the undersigned authority do hereby certify that the Notice of Meeting was posted on the bulletin board at City Hall of the City of Celina, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: _____ at ____ p.m. and remained so posted continuously for at least 72 hours prior to the scheduled time of said meeting."

Vicki Tarrant

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

Date Notice Removed

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dusty McAfee AICP, Director of Development Services
CC:	Jason Laumer, City Manager
Date:	November 9, 2021
Re:	Charter Review Committee

Action Requested:
Discussion regarding the findings and recommendations of the Charter Review Committee. (McAfee)

Background Information:
In May 2007, the citizens of Celina adopted a Home Rule Charter, and in May 2016, Celina voters approved revisions to the Home Rule Charter. It is best practice to periodically review the Charter. Please refer to the attachments for additional information.

Supporting Documents:
- Staff Presentation
- Proposed Revisions (redlined)

Staff Recommendation:

Home Rule Charter

Charter Review Committee

City Council – Work Session

November 9, 2021

Attachment: Staff Presentation (Charter Review Committee)

Background

- In May and June, the Charter review process was discussed with the City Council
- In July, the City Council appointed a Charter Review Committee (CRC) to review the Charter
- Since that time, the CRC regularly met on Monday evenings and recommended a set of proposed revisions for the Council to consider

Attachment: Staff Presentation (Charter Review Committee)

Charter Review Committee

Philip Ferguson (Chair)
Michael Arani
Eddie Cawlfield
Leya Grubbs
Tawnia King (Vice Chair)
Dorothy Allen
Ryan Samuelson
Mercedes Gall
Joel Stevens
Ryan Tubbs
Jarratt Calvert
Scott Goldsworth
Wendell Wilson
Jason Hutchings

Attachment: Staff Presentation (Charter Review Committee)

Timeline

- ~~City Council: May (work session)~~
- ~~City Council: June (work session)~~
- ~~City Council: July (committee appointment)~~
- ~~Summer & Fall – City Attorney guides the committee through the review of the Home Rule Charter~~
- November – receive the findings and recommendations of the Charter Review Committee
- December - choose whether to submit any Charter revisions to the voters (or not)
- May 2022 – election (if called)

Attachment: Staff Presentation (Charter Review Committee)

Options Overview

- The Committee's findings and recommendations were attached in the Council packet
- The Council can choose to submit to the citizens of Celina a list of proposed revisions that would go on the next ballot; or choose not to do so
- The Council may also add/subtract to the proposed revisions as desired

Attachment: Staff Presentation (Charter Review Committee)

Proposed Revisions

- Many of the proposed revisions are considered "general housekeeping" in nature, which includes grammatical corrections, formatting improvements, or other cosmetic changes
- Some revisions are due to recent State law changes (e.g. Budget calendar; employee candidates for office)
- Policy Clarifications (e.g. definition of Department Head)

Attachment: Staff Presentation (Charter Review Committee)

Substantive Revisions

Some revisions were more significant in nature:

- Increasing the Parks Board membership from 5 to 7 residents
- Removing the ETJ allowance for Parks Board membership, to be consistent with the City's Boards & Commissions Policy requiring residency
- Adding a more precise timeline for annual officer elections on Council (Mayor Pro-Tem & Deputy Mayor Pro-Tem)

Attachment: Staff Presentation (Charter Review Committee)

Purposeful Omissions

Several topics were thoroughly discussed at multiple meetings, yet were **not** chosen to be included in the proposed revisions to the Charter:

- Term Limits – the CRC, although split on this item, ultimately did not feel that term limits were appropriate at this time, as voters hold the ultimate authority at the ballot box
- Districts – although the CRC discussed how districts might be something to consider when Celina is much larger in population, the existing at-large representation model was endorsed

Attachment: Staff Presentation (Charter Review Committee)

Next Steps

- The redline to the Charter, per CRC recommendation, is attached in the packet
- Discussion or Questions
- The City Attorney will prepare a Resolution to be considered at the December regular meeting of the City Council that approves the proposed revisions for consideration by the voters at the May election

Attachment: Staff Presentation (Charter Review Committee)

CHAPTER ONE

INCORPORATION AND BOUNDARIES

SECTION 1.01 INCORPORATION

All inhabitants of the City of Celina, Texas, as the boundaries and limits of said City have heretofore been established and now exist or may hereafter be established shall constitute a municipal body politic incorporated under and known by the name "City of Celina" with such powers, rights, duties, privileges, and immunities as are herein provided.

SECTION 1.02 BOUNDARIES AND LIMITS

The boundaries and limits of the City of Celina shall be those as established and described in ordinances duly passed by the City Council of the City of Celina in accordance with State law. The City Secretary shall keep a correct and complete description and official map on file, with recent annexations and disannexations.

SECTION 1.03 ANNEXATIONS AND DISANNEXATIONS

The City ~~may from time to time~~ **shall have the power by ordinance to fix the boundaries of the City and to** alter its boundaries by annexing any territory adjoining its present or future boundaries in any size or shape desired in any manner provided by State law. The City may from time to time alter its boundaries by disannexing any territory adjoining its present or future boundaries by passage of an ordinance describing the territory being disannexed. Any additional territory annexed to the City shall be a part of the City for all purposes, and the property situated therein shall bear its pro rata part of the taxes levied by the City as provided by State law. The inhabitants thereof shall be entitled to all rights and privileges of all citizens and shall be bound by the acts, ordinances, and resolutions of the City.

Attachment: Proposed Revisions (redlined) (Charter Review Committee)

CHAPTER TWO

FORM OF GOVERNMENT AND POWERS

SECTION 2.01 FORM OF GOVERNMENT

The municipal government for the City of Celina shall be a "Council-Manager Government." Except as otherwise provided by this Charter and the Constitution and laws of the state of Texas, all powers conferred on the City shall be exercised by a City Council to be composed of a Mayor and six (6) Council Members in places 1, 2, 3, 4, 5 and 6 elected by qualified voters for a term of three (3) years. There shall be no limits on the number of successive terms the Mayor or Council Members may serve.

SECTION 2.02 POWERS OF THE CITY

The City of Celina shall be a Home Rule City under the Constitution and laws of the state of Texas and shall have all powers, functions, rights, privileges, and immunities of every kind and nature granted to a Home Rule City under Article XI, Section 5, of the Constitution of the state of Texas, known as the Home Rule Amendment, and all other laws passed by the Legislature of the state of Texas relating thereto, or which may hereafter be passed by said Legislature in relation to such matters including, but not limited to the following powers:

(1) To assess, levy, and collect taxes for general and special purposes on all lawful subjects of taxation.

(2) To fix and regulate the rates of gas, water, electricity, and other utilities, and to regulate and fix the fares, tolls, and charges of local telephones and exchanges, public carriers and motor vehicles where they are transporting passengers, freight or baggage, and generally to fix and regulate the rates, tolls, or charges and the kind of service of all public utilities of every kind, unless otherwise required by State law.

(3) To sue and be sued, to contract and be contracted with, to buy, sell, lease, mortgage, hold, manage, and control such property as its interests require.

(4) To make and enforce all police, health, sanitary and other regulations, and pass such ordinances as may be expedient for maintaining and promoting the peace, good government, and welfare of the City, for the performance of the functions thereof, for the order and security of its inhabitants, and to protect the peace, lives, health, and property of such inhabitants, and to

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provide suitable penalties for the violation of any ordinance enacted by the City.

(5) To borrow money on the faith and credit of the City by the issue or sale of bonds, warrants, certificates of obligation, notes or other securities authorized by the laws of the state of Texas.

(6) To acquire, by purchase, gift or devise, or by the exercise of the right of condemnation, and own, in fee simple or otherwise, either public or private property located inside or outside of the corporate limits of the City for the extension, improvement and enlargement of its waterworks system, including riparian rights, water supply reservoirs, stand pipes, watersheds, dams, and the laying, building, maintenance and construction of water mains, rights-of-way in connection therewith, and the laying, erection, establishment or maintenance of any necessary appurtenances or facilities which will furnish to the inhabitants of the City an abundant supply of wholesome water; for sewerage plants and systems; rights-of-way for water and sewer lines; parks, playgrounds, fire stations, police stations, incinerators or other garbage disposal plants; streets, boulevards, and alleys or other public ways; municipal buildings, garages and parking facilities, or any rights-of-way needed in connection with any property used for any purpose hereinabove named; for the straightening or improving of the channel of any stream, branch or drain or for any other municipal or public purpose though not specifically enumerated in this Charter.

(7) To institute and prosecute suits without giving security therefor, and appeal from judgments of the courts without giving supersedeas or cost bonds, other bonds or security whatsoever.

(8) To have the exclusive right to erect, own, maintain and operate a waterworks and sanitary system for the use of said City and its inhabitants and to regulate the same, including the right to prescribe rates for water and sanitary sewer services, and to make such rules and regulations as the council may deem expedient, including the power to extend water and sanitary sewer lines and assess a portion or all of the cost therefore and affix a lien against the property and the owner thereof, and do anything whatsoever necessary to operate and maintain said waterworks and to compel the owners of all property and the agents of such owners to pay all charges for water and sanitary sewer services furnished.

(9) To acquire property within or without its boundaries or within boundaries of other municipalities for any public purpose, in fee simple or lesser interest or estate, by purchase, gift, devise, lease, or condemnation when necessary or desirable to carry out any of the powers conferred upon it by this Charter or by the Constitution and the laws of the state of Texas.

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(10) To sell, lease, hold, manage, control and police any property now owned by it or which it may hereafter acquire, and shall have the right to lease or let its property whether inside or outside of the corporate limits of the City subject to any limitations set forth in state law or this Charter.

(11) To lay out, open, close, establish, alter, widen, lower, extend, grade, supervise, maintain, and improve streets, alleys, and parks, and to regulate the use thereof and require removal of all obstructions or encroachments of every nature and character upon said public streets, sidewalks or other public property.

(12) To create offices, determine the method for selection of officers, and prescribe the qualifications, duties, and tenure of office for officers.

(13) To appropriate the money of the City for all lawful purposes to create, for, construct, regulate, and maintain public works, public improvements of any nature, economic development and to furnish municipal services as may be provided by resolution or ordinance of the City Council, or as required by law.

SECTION 2.03 POWERS - GENERAL

The enumeration of particular powers in the Charter shall not be held or deemed to be exclusive, but in addition to the powers enumerated herein, implied thereby, or appropriate to the exercise thereof, the City shall have and may exercise all other powers which under the Constitution and laws of the state of Texas it would be competent for the Charter specifically to enumerate.

Attachment: Proposed Revisions (redlined) (Charter Review Committee)

CHAPTER THREE

CITY COUNCIL

SECTION 3.01 MAYOR

The person elected Mayor shall be the presiding officer of all meetings of the City Council. He/She shall be the official head of the City government for all ceremonial purposes and by the governor for purposes of military law and shall not be able to vote on matters coming before the Council, except in case of a tie. The Mayor shall have a one-time veto power over ordinances adopted by the City Council, which can be overridden by a majority vote of the City Council, excluding the Mayor, at the next regular or special meeting. The Mayor shall present an annual state of the City message, and perform other duties as specified by the City Council, imposed by this Charter or by applicable State law. The Mayor may sign, upon authorization of the City Council, all resolutions, ordinances, contracts or conveyances on behalf of the City, and all bonds, warrants, and any other obligations issued under the provisions of this Charter.

SECTION 3.02 QUALIFICATIONS

In addition to any other qualifications prescribed by the Texas Election Code or any other applicable law, the Mayor and each Council Member shall meet the conditions of this Charter while in office, and shall reside within the corporate limits of the City while in office. Any member of the City ~~council~~ **Council** ceasing to possess any of the qualifications specified in this Section or convicted of a felony while in office, shall immediately forfeit such position. Each candidate for election to the City Council or office of Mayor shall be a qualified voter of the City, shall be not less than twenty-one (21) years of age immediately preceding election day, shall have resided in the City not less than twelve (12) months immediately preceding election day and shall meet the requirements of the Texas Election Code.

No candidate may file in a single election for more than one (1) office or position as provided by this Charter. ~~No employee of the City shall remain an employee of the City after filing for a place on the City Council or the office of Mayor. Such filing shall constitute a voluntary resignation.~~

The position of an elected Mayor or Council Member shall become vacant when the person holding such office is elected to another elective public office, or otherwise provided by the Texas Constitution.

Attachment: Proposed Revisions (redlined) (Charter Review Committee)

SECTION 3.03 COMPENSATION

Members of the City Council shall serve without compensation, except that Council Members shall be entitled to reimbursement of all necessary and reasonable expenses incurred in the performance of their official City Council duties, upon approval of such expenses by the City Council.

SECTION 3.04 VACANCIES IN THE CITY COUNCIL; FILLING OF VACANCIES

A. The office of a Council Member or office of the Mayor shall become vacant upon his/her death, written resignation, or removal from office in any manner authorized by law, removal of his/her residence from the City of Celina, or forfeiture of his/her office.

B. A Council Member or the Mayor shall forfeit his/her office if he/she lacks at any time during his/her term of office any qualification for the office prescribed by this Charter or by State law, or if he/she violates any express prohibition of this Chapter or any other provision of this Charter, or if he/she fails to attend three (3) consecutive regular City Council meetings without being excused by the City Council. The City Council shall be the final judge in matters involving forfeiture of office by a Council Member or the Mayor.

C. A vacancy on the Ce~~e~~ity Ce~~e~~ouncil shall be filled by election in accordance with the Texas Constitution. However, a vacancy may be filled by appointment if the vacancy is created in an unexpired term having 12 months or less remaining.

SECTION 3.05 MEETINGS; QUORUM

Regular meetings of the City Council shall be held at such times as may be prescribed from time to time by resolution of the City Council. Special meetings shall be called by the City Secretary upon the written request of the Mayor, the City Manager or two (2) Members of the City Council. Notice of any regular or special meetings of the City Council shall state the subject to be considered at the meeting. All official meetings of the Council and of all committees thereof shall be open to the public as provided by State law. A quorum shall consist of four (4) Members, including the Mayor. No action of the City Council, except as specifically provided in this Charter, shall be valid or binding unless adopted by the affirmative vote of at least three (3) Council Members. The Council shall determine its own rules of procedure, may punish its Members for misconduct, and may compel the attendance of absent members.

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SECTION 3.06 MAYOR PRO TEM AND DEPUTY MAYOR PRO TEM

A. The City Council shall elect one of its members as Mayor Pro Tem no later than the second regular Council meeting after such election or runoff election, who shall perform the duties of Mayor in the case of the absence or inability of the Mayor to perform the duties of his/her office, and who shall, during that time, be vested with all the powers and responsibilities belonging to the Mayor.

B. The City Council shall elect one of its members as Deputy Mayor Pro Tem, who shall perform the duties of Mayor in the case of the absence or inability of the Mayor or Mayor Pro Tem to perform the duties of his/her office, and who, shall during that time, be vested with all the powers and responsibilities belonging to the Mayor.

SECTION 3.07 ABSTENTION

Should any Council Member choose to abstain from voting on any question or matter before the City Council, where no conflict of interest exists, the Council Member's abstention shall be recorded as a negative vote in the official minutes of the meeting.

Attachment: Proposed Revisions (redlined) (Charter Review Committee)

CHAPTER FOUR

CITY MANAGER

SECTION 4.01 CITY MANAGER-QUALIFICATIONS, APPOINTMENT AND REMOVAL; DUTIES; COMPENSATION

The City Manager shall be the chief administrative and executive officer of the City. The City Manager is appointed by and serves at the will of the City Council. The City Manager shall be appointed solely on the basis of his/her ability, experience, and training. The City Manager shall administer the business of the City and the City Council shall ensure that such administration is in the best interests of the City. The City Council may by ordinance delegate to the City Manager any additional powers or duties it considers proper for the efficient administration of City affairs. The City Manager shall execute a bond conditioned that he/she will faithfully perform the duties of City Manager. The amount of such bond shall be as prescribed by ordinance adopted by the City Council. The City Council shall be authorized to enter into a Contract of Employment with the City Manager and to prescribe such compensation therein as it may fix. The action of the City Council in suspending or removing the City Manager shall be final, it being the intention of this Charter to vest all authority and responsibility for such suspension or removal in the City Council.

SECTION 4.02 CITY MANAGER - DIRECTION AND SUPERVISION OF EMPLOYEES, NON-INTERFERENCE BY COUNCIL;APPOINTMENTS AND REMOVALS OF DEPARTMENT HEADS

Except for the purpose of inquiries and investigations as provided by this Charter or otherwise by law, the City Council or its Members shall deal with City officers and employees who are subject to the direction and supervision of the City Manager solely through the City Manager, and no Member of the Council shall give orders to any subordinate of the City Manager, either publicly or privately. Neither the Council nor any of its Members shall direct or request the appointment of any person to or his/her removal from office by the City Manager or by any of his/her subordinates. The City Manager shall be responsible for, and have the power to appoint, suspend, and/or remove all or any one of the ~~heads of the departments of the City~~ **Department Heads** with the concurrence of the City Council. **Regardless of title or supervisory authority thisSection applies only to employees classified as Department Heads by official actionof the City Council.**

Attachment: Proposed Revisions (redlined) (Charter Review Committee)

SECTION 4.03 CITY MANAGER - SPECIFIC POWERS AND DUTIES

The City Manager shall be responsible to the City Council for the proper administration of the affairs of the City and shall have the power and duty to:

(1) Exercise control over all departments and subdivisions thereof created by this Charter or by ordinance.

(2) Prepare and recommend items for inclusion in the official agenda of all City Council meetings and meetings of the Boards and Commissions as established by this Charter or by ordinance.

(3) Prepare and submit to the City Council the annual budget and capital program, and administer the budget as adopted by the City Council.

(4) Be responsible for the proper administration of all City affairs placed in his/her hands.

(5) See that all terms and conditions imposed in favor of the City or inhabitants in any public utility franchise are faithfully kept and performed.

(6) See that all laws and ordinances are enforced.

(7) Keep the City Council at all time fully advised as to the financial condition and needs of the City, and prepare and submit to the City Council an annual report on the finances and administrative activities of the City, including the report of the annual audit required by State law.

(8) Appoint, suspend, and/or remove employees not otherwise provided for in this Charter. Appointments made by him/her shall be on the basis of experience and ability.

(9) Attend all City Council meetings ~~and take~~ **with the right to take** part in ~~the~~ discussion ~~of City business~~.

(10) Recommend to the City Council for adoption such measures as he/she may deem necessary or expedient; to execute deeds, deeds of trust, easements, releases, contracts, and all other legal instruments on behalf of the City when authorized by ordinance or resolution of the City Council, and approved as to form by the City Attorney.

(11) Perform such other duties as are specified in this Charter or as may be required by the City Council by ordinance or resolution, not inconsistent with this Charter**, or state or federal law**.

Attachment: Proposed Revisions (redlined) (Charter Review Committee)

CHAPTER FIVE

CITY SECRETARY

SECTION 5.01 APPOINTMENT; REMOVAL; COMPENSATION

The City Manager shall appoint, suspend, and/or remove the City Secretary with the concurrence of the City Council. The City Secretary shall receive such compensation as shall be fixed by the City Manager with the concurrence of the City Council**.**

SECTION 5.02 DUTIES OF THE CITY SECRETARY

The City Secretary shall:

(1) Give notice of all official public meetings of the City council in a manner consistent with this Charter and state laws.

(2) Attend all meetings of the City Council and keep accurate records of all actions taken by the Council.

(3) Maintain the official records and files of the City.

(4) Administer oaths as required by law.

(5) Attest contracts, assessment certificates, ordinances, resolutions, and other legal instruments when executed by the authorized officers of the City.

(6) Serve as the election official for all City elections.

(7) Hold and maintain the City Seal and affix it to all appropriate documents as required.

(8) Engross and enroll all laws, resolutions and ordinances of the city council.

(9) Perform such other duties as may be required by the City Manager or the City Council, this Charter, or the laws of the state of Texas.

Attachment: Proposed Revisions (redlined) (Charter Review Committee)

CHAPTER SIX

MUNICIPAL COURT

SECTION 6.01 CREATION

The City Council shall, by ordinance, create and provide for a Municipal Court to be known as the Municipal Court of the City of Celina, Texas, and may appoint one or more Municipal Judges to serve in such Court. The Court shall have all the powers and duties as are now or as may hereafter be prescribed by the laws of the state of Texas in connection with the adjudication of misdemeanor offenses within its jurisdiction.

SECTION 6.02 MUNICIPAL COURT JUDGE

The Judge of the Municipal Court, and all alternates, shall be competent, duly qualified, and licensed attorneys in the state of Texas. The Judge of the Municipal Court shall be appointed by the City Council to a term of three (3) years and may be appointed to additional and consecutive terms. The Judge shall serve at the will and pleasure of the City Council and receive such compensation as may be determined by the City Council. This compensation shall be fixed, and be commensurate with the duties performed by the Judge.

SECTION 6.03 CLERK OF THE COURT

There shall be a Clerk of the Municipal Court appointed by the City Manager. The Clerk of the Court and any Deputies appointed by the City Manager shall have the power to administer oaths and affidavits, make certificates, affix the seal of said Court as necessary and as required by law, and in general, do and perform any and all acts usual and necessary to be performed by clerks and deputy clerks of municipal courts of the state of Texas.

SECTION 6.04 JURISDICTION, POWER, AND FINES

The Municipal Court shall have jurisdiction:

(1) Over the forfeiture and collection of bonds given in proceedings therein, and to order the forfeiture of cash acceptance bonds upon the failure of the defendant to appear, and to accept the same in lieu of a fine; **and**

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(2) Concurrent with the appropriate State Court on all criminal cases arising under the criminal laws of the State, where the offense is committed within the City limits and the penalty does not exceed that which is established for Municipal Courts by State law; **and**

(3) Over all criminal cases arising under the ordinances of the City within the City limits and outside the City limits to the extent authorized by State law; **and**

(4) Punish for contempt, admit to bail, and forfeit bonds under such circumstances and as provided by law; **and**

(5) Enforce all process of the Courts in accordance with State law and City ordinances, punish witnesses for failing to obey subpoenas, and compel their attendance by process of attachment.

SECTION 6.05 COSTS, FINES, AND PENALTIES

All cost**s**, fines, and penalties imposed by the Municipal Court shall be paid into the City Treasury for the use and benefit of the City, as may be consistent with present and future State laws.

Attachment: Proposed Revisions (redlined) (Charter Review Committee)

CHAPTER SEVEN

CITY ATTORNEY

SECTION 7.01 APPOINTMENT

The City Council shall appoint a competent licensed attorney of recognized ability and he/she shall be known as the City Attorney. The City Attorney shall serve at the will and pleasure of the City Council.

SECTION 7.02 COMPENSATION

The City Attorney shall receive for his/her services such compensation as may be fixed by the City Council at the time of his/her appointment, and from time to time as authorized by the City Council.

SECTION 7.03 DUTIES OF CITY ATTORNEY

The City Attorney shall be the legal adviser of, and attorney for, all of the offices and departments of the City and shall represent the City in all litigation and legal proceedings, provided, however, that the Council may retain special counsel at any time it deems appropriate and necessary. He/She shall review and approve as to form all ~~documents,~~ contracts, resolutions, ordinances, and legal instruments in which the City may have an interest. The City Attorney shall perform other duties prescribed by the Charter, by ordinance or resolution of the City Council.

Attachment: Proposed Revisions (redlined) (Charter Review Committee)

CHAPTER EIGHT

CITY DEPARTMENTS

SECTION 8.01 ADMINISTRATIVE DEPARTMENTS

There shall be such administrative departments as are established by this Charter and as may be established by ordinance and, except as otherwise provided in this Charter, such administrative departments shall be under the direction and supervision of the City Manager. The Council may discontinue, re-designate, or combine any of the department and/or administrative offices of the City. The head of each department shall be appointed by the City Manager with the concurrence of the Council, and such Department head shall have supervision and control over his/her department. The same individual may head two (2) or more departments, and the City Manager may head one (1) or more departments.

SECTION 8.02 POLICE AND FIRE DEPARTMENTS

There is hereby created a Police Department of the City of Celina, at the head of which shall be the Chief of Police. There is hereby created a Fire Department of the City of Celina, at the head of which shall be a Fire Chief. The head of each department shall be appointed by the City Manager with the concurrence of the Council, and such Department head shall have supervision and control over his/her department. The duties of the Chief of Police and Fire Chief and the other officers and personnel of such departments shall be as provided by ordinance. The administration of the Police Department and Fire Department may be combined or organized in any manner as determined by the City Manager with the concurrence of the City Council.

SECTION 8.03 TAX ADMINISTRATION

A. There shall be a department of taxation to assess and collect taxes, the head of which shall be the City Tax Assessor and Collector who shall be appointed by the City Manager with concurrence of the City Council. The Tax Assessor and Collector shall provide a bond with such sureties and in such amount as the Council may require, and the premiums on such bond shall be paid by the City. The City Council may provide for such services by contract.

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B. The City Council shall have the power, and is hereby authorized to levy, assess, and collect annual taxes not to exceed the maximum limit set by the Constitution and laws of the state of Texas, as they now exist or as they may be amended, on each one hundred dollars ($100.00) assessed valuation of all property having a location within the corporate limits of the City and not exempt from taxation by the Constitution and laws of the state of Texas.

C. All taxes due the City shall be payable at the office of the Assessor and Collector and may be paid at any time after the tax rolls for the year have been completed and approved, which completion and approval shall be not later than October 1. Taxes shall be paid before February 1 of each year succeeding the year for which the taxes are levied, and all such taxes not paid prior to such date shall be deemed delinquent and shall be subject to such penalty and interest as may be provided by law. Failure to levy and assess taxes through omission in preparation of the approved tax rolls shall not relieve the person, firm, or corporation so omitted from the obligation to pay such current or past due taxes shown to be payable by recheck of the rolls and receipts for the years in question, unless otherwise provided by law.

D. All property having its location in the City on the first day of January of each year shall stand charged with a lien in favor of the City from said date for the taxes due thereon. The lien provided hereby shall be superior to all other liens except other tax liens, regardless of when such other liens were created. All persons purchasing any of said property on or after the first day of January in any year shall take the same subject to the lien herein provided. In addition to the lien herein provided on the first day of January of any year, the owner of property subject to taxation by the City shall be personally liable for the taxes due thereon for such year. The City shall have the power to sue for and recover personal judgment for taxes without foreclosure, or to foreclose its lien or liens, or to recover both personal judgment and foreclosure. In such suit where it appears that the description of any property in the City assessment rolls is insufficient to identify such property, the City shall have the right to plead a good description of the property to be assessed, to prove the same, and to have its judgment foreclosing the tax lien and/or for personal judgment against the owner for such taxes as such ownership and property appears on the approved tax rolls furnished by the Central Appraisal District of the County where the property is located.

Attachment: Proposed Revisions (redlined) (Charter Review Committee)

SECTION 8.04 FINANCE DEPARTMENT

There shall be a Department of Finance, the head of which shall be appointed by the City Manager with concurrence of the City Council. The head of the Department of Finance shall also be the City Treasurer. The Department head shall provide a bond with such surety and in such amount as the Council may require and the premiums on such bond shall be paid by the City. The Department head shall have knowledge of municipal accounting and taxation and shall have experience in budgeting and financial control. The Department head shall have the custody of all public monies, funds, notes, bonds, and other securities belonging to the City. He/She shall make payments out of City funds upon order of the City Council or other authorized City officer as provided herein. He/She shall render a full and accurate statement to the City Manager and the City Council of his/her receipts and payments at such times as the City Manager or City Council may require. The Department head shall perform other such acts and duties as the Council or City Manager may prescribe.

SECTION 8.05 FISCAL YEAR

The fiscal year of the City shall begin on the first day of October and end on the thirtieth day of September of the following year, provided that the fiscal year may be changed by the Council by ordinance.

SECTION 8.06 ANNUAL BUDGET

It shall be the duty of the City Manager to submit an annual budget ~~not later than sixty (60) days prior to the end of the current fiscal year~~ **at a time consistent with state law** to the Council for its review, consideration and revision. The Council shall call a public hearing or hearings on the budget. The Council may adopt a budget with or without amendments. The Council may increase or decrease amounts or programs and may delete any programs or amounts except expenditures required by law or for a debt service, provided that no amendment shall increase the authorized expenditures to an amount greater than the total of the estimated income for the current fiscal year plus funds available from prior years. At the close of each fiscal year, the unencumbered balance of each appropriation shall revert to the fund from which it was appropriated and shall be subject to future appropriations, but appropriations may be made in furtherance of improvements or other objects of work of the City which will not be completed within the current year.

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SECTION 8.07 FAILURE TO ADOPT ANNUAL BUDGET

If the Council fails to adopt the budget by the twentieth day of September, the amounts appropriated for the current fiscal year shall be deemed adopted for the ensuing fiscal year on a ~~month to month~~**month-to-month** basis with all items in it prorated, until such time as the Council adopts a budget for the ensuing fiscal year. The property tax levy will be set to equal the total current fiscal year tax receipts, unless the ensuing fiscal year budget is approved by the twentieth day of September of the current fiscal year.

SECTION 8.08 BONDS AND OTHER EVIDENCES OF INDEBTEDNESS

The City shall have the right and power to borrow money on the credit of the City for public purposes by whatsoever method it may deem to be in the public interest. The City shall further have the power to borrow money on the credit of the City and to issue general obligation bonds and other evidences of indebtedness for permanent public improvements or for any other public purpose not prohibited by the Constitution and laws of the state of Texas and to issue refunding bonds to refund outstanding bonds and other evidences of indebtedness of the City previously issued. All such bonds shall be issued in conformity with the laws of the state of Texas. The City shall further have the power to borrow money for the purpose of constructing, acquiring, improving, extending, or repairing or public utilities, recreational facilities or any other self-liquidating municipal functions not prohibited by the Constitution and laws of the state of Texas, and to issue revenue bonds to evidence the obligations created thereby. Such bonds shall be a charge upon and payable from the properties, or interest therein pledged, or the income therefrom, or both. The holders of the revenue bonds of the City shall never have the right to demand payment thereof out of monies raised or to be raised by taxation. All such bonds shall be issued in conformity with the laws of the state of Texas. The City shall have the power to borrow money for public improvements or any public purpose in any other manner provided by law, including certificates of obligation as authorized by Chapter 271 of the Texas Local Government Code. All bonds and evidences of indebtedness of the City having been approved by the Attorney General and registered by the Comptroller of Public Accounts shall thereafter be incontestable in any court or other forum for any reason, and shall be valid and binding obligations of the City in accordance with their terms for all purposes.

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CHAPTER NINE

BOARDS AND COMMISSIONS

SECTION 9.01 PLANNING AND ZONING COMMISSION

The City Council shall create a Planning and Zoning Commission of the City of Celina and shall appoint seven (7) members, each of whom shall be a citizen of the City of Celina. Members shall be appointed for three (3) year staggered terms. Such appointees shall serve without compensation and may not hold any elective office of the state of Texas or any other political subdivision thereof during their terms. A vacancy in an unexpired term shall be filled by appointment by the City Council for the remainder of the term. ~~The~~ **A** majority of the appointed members shall constitute a quorum, and decisions may only be made with the affirmative vote of a majority of these members present and voting. The Commission shall select from any of its members a Chairperson and Vice Chairperson. The Chairperson and Vice-chairperson shall be voting members of the Commission. Members of the Commission may be removed, at the discretion of the City Council.

SECTION 9.02 BOARD OF ADJUSTMENT~~S~~

The City Council shall appoint a Board of Adjustment~~s~~ ~~comprising~~ **comprised** of five (5) regular members and two (2) alternate members for two (2) year staggered terms, all of which shall be citizens of the City of Celina. The Council, by ordinance, may provide for two (2) additional alternate members for two (2) year staggered terms. All appointees shall serve without compensation and may not hold any elective office of the state of Texas or any other political subdivision thereof during their terms. The Board of Adjustment~~s~~ shall be governed by Chapter 211, Texas Local Government Code, and have such additional duties as may be prescribed by ordinance or applicable ~~State~~ **state** law. A vacancy on the Board shall be filled by appointment by the City Council for the unexpired term. The Board shall select from any of its members a Chairperson and Vice-Chairperson. The Chairperson and Vice-Chairperson shall be voting members of the Board.

SECTION 9.03 PARK AND RECREATION BOARD

The City Council shall appoint a Park and Recreation Board comprised of ~~five~~ **seven** (7~~5~~) members, each of whom shall be a citizen of the City of Celina. Members shall be appointed for three (3)

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year staggered terms. Such appointees shall serve without compensation. A vacancy for an unexpired term shall be filled by appointment by the City Council for the unexpired term. The Board shall select from its members a Chairperson and Vice-Chairperson. The Chairperson and Vice-Chairperson shall be voting members of the Board.

SECTION 9.04 OTHER BOARDS AND COMMISSIONS

The City Council shall have the power and is hereby authorized to create, abolish, establish, and appoint such other boards, commissions and committees, as it deems necessary to carry out the functions of the City and to prescribe the purpose, functions, and tenure of each board, commission, or committee in accordance with all applicable laws.

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CHAPTER TEN

ORDINANCES

SECTION 10.01 PROCEDURE FOR PASSING ORDINANCES AND RESOLUTIONS

The City Council shall evidence its official actions by written ordinances, resolutions, or oral motions. The style of all ordinances shall be: "BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS" and the style of all resolutions shall be "BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS." Each proposed ordinance shall not be amended or repealed except by adoption of another ordinance. All ordinances and resolutions passed by the City Council shall become effective immediately from and after passage except where publication of a caption is required or where the ordinance, State law, or other provisions of this Charter provide otherwise, in which case the effective date shall be as prescribed in the ordinances.

SECTION 10.02 PUBLICATION OF ORDINANCES

The descriptive caption or title of each ordinance containing a penalty shall be published at least once in the official newspaper of the City, unless otherwise provided by State law or this Charter.

SECTION 10.03 CODE OF ORDINANCES

The City Council shall have the power to cause the ordinances of the City to be printed, in code form, as often as the Council may deem advisable, provided that failure to print the ordinances as herein provided shall not affect the validity of the same.

SECTION 10.04 ORDINANCES AND RESOLUTIONS NOW IN EFFECT

All ordinances, portions thereof, resolutions, contracts, bonds, obligations, rules and regulations now in force under the City government of the City of Celina, and not in conflict with the provisions of this Charter, shall remain in force under this Charter until altered, amended, or repealed by the City Council in the manner required by law.

Attachment: Proposed Revisions (redlined) (Charter Review Committee)

CHAPTER ELEVEN

ELECTIONS

SECTION 11.01 CITY ELECTIONS

The Mayor and Council Members shall be elected at large. If a candidate for Mayor or Council Member fails to receive a majority of the votes cast at the regular election, the City Council shall order a run-off election to be held between the two (2) candidates receiving the highest number of votes, to be held on a date as prescribed by the Texas Election Code. All qualified voters of the State who reside within the City of Celina shall have the right to vote in City elections.

SECTION 11.02 SPECIAL ELECTIONS

The City Council, by ordinance or resolution, may call such special elections as are authorized by the State law or this Charter, fix the time and place of holding the same, and provide all means for holding such special elections, provided that every special election shall be called and held as nearly as practicable, according to the provisions governing regular elections.

SECTION 11.03 REGULATION OF ELECTIONS

All City elections shall be governed by the Constitution of the state of Texas, general laws of the state of Texas, this Charter, and by ordinance of the City regulating the holding of municipal elections. The City Council shall appoint the election judges and other election officials as prescribed by law and shall provide for the compensation of all election officials in City elections and for all other expenses in holding said elections.

SECTION 11.04 CANDIDATES: FILING FOR OFFICE

Any qualified person as prescribed by Section 3.02 may make application to have his/her name placed on the official ballot for the position of Council Member or Mayor. The application shall be made in accordance with all applicable laws. Each candidate shall execute such oath and other official form of affidavit as may be required by the City

Attachment: Proposed Revisions (redlined) (Charter Review Committee)

Secretary pursuant to Texas Election Code. The City Secretary shall review the application and notify the candidate whether ~~or not~~ the application satisfies the requirements of this Charter and the Texas Election Code. If an application is insufficient, the City Secretary shall return it immediately to the candidate with a statement of such insufficiency. The candidate may file a new application within the regular time for filing applications. The City Secretary shall keep on file all applications found sufficient at least until the expiration of the term of office for which such candidates filed or otherwise as provided by law.

SECTION 11.05 OFFICIAL BALLOT

The order on the ballot of the names of the candidates shall be determined by the City Secretary in accordance with the procedures set out in the Texas Election Code. The name of each candidate seeking an elective office, except those who have withdrawn, died, or become ineligible prior to the time permitted for withdrawal, shall be printed on the official ballot in the name designated by the candidate in accordance with the Texas Election Code.

SECTION 11.06 CANVASSING AND ELECTION RESULTS

Returns of every municipal election shall be delivered forthwith by the Election Judges to the City Secretary, with a copy of the returns being sent to the Mayor. The City Council shall canvass the returns~~investigate the qualifications of the candidates~~ and declare the official results of the election not less than three (3) days nor more than eleven (11) days after the date of the election, or as may be otherwise provided by the Texas Election Code.

SECTION 11.07 RUN-OFF ELECTION

A. The candidates for Mayor and Council Members in Places 1, 2, 3, 4, 5, 6 receiving a majority of all votes cast for the office of Mayor and Council Members for Places 1, 2, 3, 4, 5, 6 shall be declared elected.

B. In the event a candidate for the office of Mayor or Council Member in Places 1, 2, 3, 4, 5, 6 fails to receive a majority of all votes cast for that office, a run-off election for that office shall be conducted. If more than two (2) candidates tie for the highest number of votes for either the office of the Mayor or Council Members, the tied candidates shall draw by lots to determine which two (2) are to be in a run-off election. The City Secretary shall supervise the drawing of lots under this section.

C. Not later than the fifth (5) day after the date of final canvass the City Council shall order a runoff election to be held on a date as prescribed the Texas Election Code.

Attachment: Proposed Revisions (redlined) (Charter Review Committee)

CHAPTER TWELVE

FRANCHISES

SECTION 12.01 POWER TO GRANT FRANCHISE

The City Council shall have the power, subject to the provisions hereof, by ordinance to confer upon any person, firm, corporation, or other legal entity the franchise or right to use the public property of the City for the purpose of furnishing to the public any general public service or benefit, including, but not limited to, heat, light, power, telephone service, transportation, cable, or other telecommunication providers for compensation or hire. No franchise shall be granted by the City to any person, firm, corporation, or other legal entity to own, control or operate a waterworks therein. The City shall have the power by ordinance to grant, renew, and extend all franchises of all public utilities of every character operating within the City. No such franchise shall be granted until after a public meeting shall have been called and held and until such ordinance shall have been passed and accepted by the franchisee. No such ordinance shall become effective until thirty (30) days after its passage.

SECTION 12.02 TRANSFER OF FRANCHISE

No public utility or other franchise shall be transferable except with the approval of the City Council expressed by ordinance. This restriction shall not be construed to prevent the franchise holder from pledging the franchise as security for a valid debt.

SECTION 12.03 OWNERSHIP, USE AND CONTROL OF STREETS

No franchise or easement involving the right to use the same either along, over, across, under, or upon the streets, alleys, highways, parks, and public ways shall be valid unless granted in compliance with the terms of this chapter. No granting of a franchise by ordinance pursuant to this chapter shall convey any ownership or interest in any property of the City other than the right to use the public property for purposes of such franchisee's operations as expressed in the ordinance granting such franchise.

Attachment: Proposed Revisions (redlined) (Charter Review Committee)

SECTION 12.04 RIGHT OF REGULATION

In granting, amending, renewing and extending public service and utility franchises, the City shall retain the right to:

(1) Repeal such franchise by ordinance for failure to comply with the terms thereof, or for failure to begin construction or operation within the time prescribed, such power to be exercised only after due notice and hearing; **and**

(2) Require an adequate extension of plant and service as is necessary to provide adequate service to the public, and maintenance of the plant and fixtures at the highest reasonable standard of efficiency; **and**

(3) Establish reasonable standards of service and quality of products and prevent unjust discrimination in service or rates; **and**

(4) Impose regulations to ensure safe, efficient and continuous service to the public. The franchise holder in opening and refilling all earth openings shall re-lay the pavement and do all other work necessary to complete restoration of streets, sidewalks, or grounds to a condition equally as good as or better than when disturbed; and

(5) Regulate, locate, or prohibit the erection of any and all poles, wires, or other utility equipment, conveyance, or structure, on the streets, alleys, and public places of the City, and to cause the same to be changed, removed, altered, increased, diminished, placed underground, or be supported by poles of such material, kind, quality and class as may be determined by the City Council whether the same be telegraph, telephone, electric, cable television, or otherwise, and to enforce the provisions hereof by appropriate action in any court of competent jurisdiction.

SECTION 12.05 COMPENSATION FOR FRANCHISE

All persons, corporations, or association of persons, to whom a franchise or privilege may hereafter be granted shall pay to the City for such privilege such compensation as may be fixed by the City Council in the grant of such franchise or privilege. Such compensation as fixed by contract or provided by any Texas statute or statutes and any amendments thereto shall become due and payable at such time as the City Council shall fix in the grant of such franchise or privilege, and upon the failure of any franchisee to pay said compensation when due shall result in forfeiture of the franchise or privilege.

Attachment: Proposed Revisions (redlined) (Charter Review Committee)

SECTION 12.06 COUNCIL TO FIX AND REGULATE CHARGES, FARES, OR RATES

Subject to state or federal law, the City Council shall determine, fix, and regulate the charges, fares or rates of any person, firm, or corporation enjoying a franchise or privilege granted under the provisions of this chapter, and shall prescribe the kind of service to be furnished to the public by such person, firm, or corporation, and the manner in which it shall be rendered and may from time to time alter or change such rules, regulations, and compensation after reasonable notice and public hearing, provided that the rates, charges and fares so fixed shall at all times be reasonable and permit a reasonable net return on the actual value of the physical properties and equipment of such utilities. In this connection, the City Council may require any utility or franchise holder to furnish such financial reports and information as the City Council may request, including reports of actual operating costs and the financial condition of its operations within the City, and the City Council may employ, at the expense of such franchisee, necessary outside experts to examine and audit the accounts and records of the franchisee to determine the reasonableness of such charges, fares, and rates.

Attachment: Proposed Revisions (redlined) (Charter Review Committee)

CHAPTER THIRTEEN

INITIATIVE, REFERENDUM AND RECALL

SECTION 13.01 POWER OF INITIATIVE

The people of the City reserve the power to direct legislation by initiative and, in the exercise of such power, may propose any ordinance not in conflict with this Charter or State law, except an ordinance appropriating money or authorizing the issuance of bonds, or authorizing the levy of taxes, and user based fees, an ordinance amending an ordinance appropriating money or levying taxes, an ordinance authorizing the issuance of bonds, and user based fees, or an ordinance repealing an ordinance appropriating money or levying taxes and user based fees. Any initiated ordinance may be submitted by a petition signed by registered voters of the City equal in number to at least twenty (20) percent of the number of registered voters residing in the City at the time the petition is filed.

SECTION 13.02 POWER OF REFERENDUM

The people of the City reserve the power to approve or reject at the polls any legislation enacted by the City Council, which is subject to the initiative process under this Charter. However, there is excepted from such power of referendum ordinances making the annual tax levy and bond ordinances authorizing the issuance of bonds. Within forty-five (45) days after the final adoption or publication, whichever date is later, of any ordinance which is subject to referendum, a petition, signed by registered voters of the City equal in number to at least twenty (20) percent of the number of registered voters residing in the City at the time the petition is filed, may be filed with the City Secretary requesting that any such ordinance be either repealed or submitted to a vote of the people. When such a petition has been certified as sufficient by the City Secretary, the ordinance so specified in the petition shall not go into effect, or further action shall be suspended if it shall have gone into effect, until and unless it is approved by the voters as herein provided.

SECTION 13.03 FORM OF PETITION FOR INITIATIVE AND REFERENDUM

All petition papers circulated for the purpose of an initiative or referendum shall be uniform in size and style, and in accordance with the petition requirements of the Texas Election Code.

Attachment: Proposed Revisions (redlined) (Charter Review Committee)

SECTION 13.04 FILING, EXAMINATION AND CERTIFICATION OF PETITIONS

All papers comprising a petition for initiative or referendum shall be assembled and filed with the City Secretary as one instrument. Within thirty (30) days after the petition is filed, the City Secretary shall determine whether each paper of the petition has a proper statement of the circulator and whether the petition has been signed by a sufficient number of qualified electors and shall hold any petition paper entirely invalid which does not have attached thereto the statement signed by the circulator thereof. The City Secretary shall certify the result of this examination to the City Council at its next regular meeting. If the City Secretary shall certify that the petition is insufficient, the certificate shall specify the particulars in which it is defective and shall at once notify in writing the person filing the petition of this finding. A petition may be amended at any time within ten (10) days after a notice of insufficiency has been sent by the City Secretary, by filing a supplementary petition. In such event, the same procedures shall then be followed by the City Secretary and City Council as in the case of the original petition for the same purpose. The finding of insufficiency of an initiative petition shall not prejudice the filing of a new petition for the same purpose.

SECTION 13.05 COUNCIL CONSIDERATION AND SUBMISSION TO VOTERS

When the City Council receives an authorized initiative petition, certified by the City Secretary to be sufficient, the City Council shall either (a) pass the initiated ordinance without amendment within twenty (20) days after the date of the certification to the City Council; or (b) submit the initiated ordinance without amendment to a vote of the qualified voters of the City at a regular or special election to be held on a uniform election date of the state of Texas, but not less than ninety (90) days from the date that the City Secretary certifies the submission to the City Council.

When the City Council receives an authorized referendum petition, certified by the City Secretary to be sufficient, the City Council shall reconsider the referred ordinance. If, upon such reconsideration, such ordinance is not repealed, it shall be submitted to the voters of the City at a regular or special election to be held on a uniform election date of the state of Texas, but not less than ninety (90) days from the date that the City Secretary certifies the submission to the City Council.

Attachment: Proposed Revisions (redlined) (Charter Review Committee)

Special elections on initiated or referred ordinances shall not be held more frequently than once each six (6) months, and no ordinance on the same subject as an initiated ordinance which has been defeated at any election may be initiated by the voters within two (2) years from the date of such election.

SECTION 13.06 BALLOT FORM AND RESULTS OF ELECTION

Ordinances submitted to the electors in accordance with the initiative and referendum provisions of this Charter shall be submitted by ballot title, which shall contain a clear, concise statement, without argument, of the substance of such ordinance. The ballot used shall have below the ballot title the following proposition, one above the other in the order indicated: "FOR THE ORDINANCE" and "AGAINST THE ORDINANCE." Any number of ordinances may be voted on at the same election and may be submitted on the same ballot.

If a majority of electors voting on a proposed initiated ordinance shall vote in favor thereof, it shall thereupon become an ordinance of the City. A referred ordinance which is not approved by a majority of the electors voting thereon shall thereupon be deemed repealed. If conflicting ordinances are approved by the electors at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

SECTION 13.07 POWER OF RECALL

The people of the City reserve the power to recall the Mayor or any other Member of the City Council and may exercise such power by filing with the City Secretary a petition, signed by qualified voters of the City equal in number to at least twenty (20) percent of the number of registered voters residing in the City at the time the petition is filed demanding the removal of the Mayor or other Member of the City Council. The petition shall be signed and verified in the manner required for an initiative petition, shall contain a general statement of the grounds upon which the removal is sought and one of the signers of each petition paper shall make an affidavit that the statements made therein are true.

SECTION 13.08 RECALL ELECTION

All papers comprising a recall petition shall be assembled and filed with the City Secretary. Within thirty (30) days after the petition is filed, the City Secretary shall determine its sufficiency and, if found to be sufficient, shall certify this fact to the City Council at its next regular meeting. If a recall petition is found to be insufficient, it may

Attachment: Proposed Revisions (redlined) (Charter Review Committee)

be amended within ten (10) days after notice of such insufficiency by the City Secretary, by filing a supplementary petition. In that event, the same procedures shall then be followed by the City Secretary and the City Council as in the case of an original petition. The finding of insufficiency of a recall petition shall not prejudice the filing of a new petition for the same purpose.

The City Council Member or Mayor whose removal is sought by a recall petition may, within five (5) days after such petition has been certified and presented to the City Council, request in writing that a public hearing be held to permit him/her to present facts pertinent to the charges specified in the petition. In this event, the City Council shall order such public hearing to be held not less than five (5) days or more than fifteen (15) days after receiving such request for a public hearing.

If the City Council Member or Mayor whose removal is sought does not resign, the City Council shall order a recall election and fix a date for such election, the date of which shall not be less than ninety (90) days from the date the petition was submitted to the City Council or from the date of the public hearing if one was held, whichever is later, or at the earliest date thereafter permitted by the Texas Election Code.

SECTION 13.09 RECALL BALLOT

Ballots used in recall elections shall read as follows: "SHALL (name of person or persons) BE REMOVED FROM OFFICE BY RECALL?" Below such question there shall be printed the following as to each person named:

"FOR THE REMOVAL OF (name of person.)"

"AGAINST THE REMOVAL OF (name of person.)"

SECTION 13.10 RESULTS OF A RECALL ELECTION

If a majority of the votes cast at a recall election is against removal of a Council Member or Mayor named on the ballot that Member shall continue in office for the remainder of his unexpired term. If a majority of the votes cast at such election are for the removal of the City Council Member or Mayor named on the ballot, the City Council shall immediately declare the office vacant and such vacancy shall be filled in accordance with the provisions of state law and this Charter. A City Council Member or Mayor thus removed shall not be a candidate to succeed himself/herself in an election called to fill the vacancy created.

Attachment: Proposed Revisions (redlined) (Charter Review Committee)

SECTION 13.11 LIMITATIONS ON RECALL

No recall petition shall be filed against the Mayor or any other Council Member within six (6) months after he/she first takes office, or within six (6) months after an election for his/her recall, nor within six (6) months of the end of his/her term.

Attachment: Proposed Revisions (redlined) (Charter Review Committee)

CHAPTER FOURTEEN

GENERAL AND TRANSITIONAL PROVISIONS

SECTION 14.01 CONTINUATION OF PRESENT OFFICES

All persons holding elective offices that are retained under this Charter will continue to fill those offices for the terms to which they were elected and shall be elected prospectively in accordance with Section 2.01, "Form of Government."

All persons holding administrative offices at the time this Charter takes effect shall continue in office and in the performance of their duties in the capacities to which they have been appointed until provisions shall have been made in accordance with the terms of this Charter for the performance of such duties or the discontinuance of such office, if any. The powers conferred and the duties imposed upon any office, department, or agency of the City by the laws of the state of Texas shall, if such office, department, or agency be abolished by this Charter or under its authority, be thereafter exercised and discharged by the office, department, or agency designated by the City Council, unless otherwise provided herein.

SECTION 14.02 CONFLICT OF INTEREST

No Member of the City Council, the Mayor, or any other officer, whether elected, appointed, paid or unpaid, who exercises responsibilities beyond those that are advisory in nature, shall participate in a vote or decision on a matter involving a business entity or real property in which such officer has a substantial interest, as defined by Chapter 171, Texas Local Government Code, if it is reasonably foreseeable that an action on the matter would have an economic effect on the business entity or on the value of the property that is distinguishable from the effect on the public.

If the officer, or a person related to the officer within the first degree of affinity or consanguinity, has a substantial interest in a business entity that would be specially affected by an official action of the City Council, the officer, if a member of the City Council, shall file an affidavit stating the nature and extent of the interest and abstain from further participation in the matter. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee found by a court of competent jurisdiction to have violated this section shall forfeit his/her office or position. Any violation of this section, with the knowledge, expressed or implied, of a person or corporation contracting with the City, shall render the contract involved voidable by the City Council.

Attachment: Proposed Revisions (redlined) (Charter Review Committee)

SECTION 14.03 NEPOTISM

No member of the City Council, Mayor, or City Manager shall appoint, vote for, or confirm the appointment to any paid office, position, clerkship, employment or duty, any person, related within the second degree of affinity or within the third degree of consanguinity to any member of the City Council, Mayor, or City Manager, when the salary, fees, or compensation of such appointee is to be paid for, directly or indirectly, out of or from public funds or fees of office of any kind or character whatsoever. This provision shall not prevent the appointment, voting for, or confirmation of any person who shall have been continuously employed in any such office, position, clerkship, employment, or duty for at least thirty (30) days if the officer is appointed, or at least six (6) months if the officer is elected. When a person is allowed to continue in any such position, the officer related shall not participate in the deliberation or voting upon the appointment, reappointment, employment, confirmation, re-employment, change in status, compensation, or dismissal of such person, unless such action is taken with respect to a bona fide class or category of employees.

SECTION 14.04 OFFICIAL NEWSPAPER

The City Council shall have the power to designate by resolution a newspaper of general circulation in the City as the City's official newspaper. All ordinances, captions of ordinances, notices and other matters required to be published by this Charter, by ordinance, or by State law, shall be published in the official newspaper **or other medium as allowed by state law**.

SECTION 14.05 JUDICIAL NOTICE

This Charter shall be recorded in the City Secretary's office in a book kept for that purpose. As soon as practicable after its adoption, an authenticated copy of the Charter shall be certified to the Secretary of State of the state of Texas, at which time the Charter becomes a public act. Such Charter provisions may be read in evidence without pleading or proof of their provision, and judicial notice shall be taken thereof in all courts and places.

SECTION 14.06 PROPERTY NOT SUBJECT TO GARNISHMENT AND EXECUTION

No property owned or held by the City shall be subject to any garnishment or execution of any kind or nature except as specifically provided by State law.

Attachment: Proposed Revisions (redlined) (Charter Review Committee)

SECTION 14.07 PUBLIC MEETINGS AND RECORDS

All meetings of the City Council and all boards, commissions and committees appointed by the City Council shall be governed by the provisions of Chapter 551, Texas Government Code and any amendments thereto with regard to the posting of agenda and the holding of public meetings. All public records of every officer, department, or agency of the City shall be open to inspection by any citizen at all reasonable business hours, provided that records excepted from public disclosure by Chapter 552, Texas Government Code and any amendments thereto shall be closed to the public and not considered public record for the purpose of this section.

SECTION 14.08 INDEMNIFICATION OF OFFICERS

The City Council shall, by appropriate ordinance, provide for the indemnification and defense of the officers and employees of the City, including the Members of the City Council, or any board, commission, or committee, including volunteers, against any loss, cost, or expense, including court costs and attorney's fees, to the extent allowed by law, arising out of the claim, suit, or judgment or settlement thereof, resulting from any alleged negligent act or omission of such officer, employee, member, or volunteer during the discharge of his duties and within the scope of his office, employment, membership, or assigned voluntary position with the City, or in any other case where the City is directed or authorized by law to do so. Such indemnification will not be provided for any act arising out of the intentional or knowing violation of any penal statute or ordinance or arising out of any conduct determined by final judgment to be an act of fraud or to have been taken with the intent to deceive or defraud, or for any personal or private business of such officer, employee, member, or volunteer, or for the gross negligence or official misconduct, or willful or intentionally wrongful act, or omission of such officer, employee, member, or volunteer.

SECTION 14.09 CLAIMS FOR DAMAGE OR INJURY

The City of Celina shall never be liable for any personal injury or death, or for claims for damages or injury to real or personal property, alleged to have been caused by the negligent act or omission of any officer, agent, or employee of the City unless the person who has been injured, the person whose property has been injured or damaged, or someone on his/her behalf, shall file a claim in writing with the City Secretary within six (6) months after said injury, death, or damage has occurred, stating specifically when, where, and how the injury, death, or damage occurred, the full extent thereof, the amount of damages claimed or asserted, and the basis claimed for liability on the part of the City.

Attachment: Proposed Revisions (redlined) (Charter Review Committee)

SECTION 14.10 AMENDMENT OF THIS CHARTER

Amendments of this Charter may be submitted by the City Council to the qualified voters of the City for their approval at an election, no more often than once every two (2) years, held in accordance with Chapter 9, Texas Local Government Code.

SECTION 14.11 BOND OR SECURITY NOT REQUIRED

It shall not be necessary in any action, suit, or proceeding in which the City is a party, for any bond, undertaking, or security to be executed on behalf of said City. All such actions, suits, appeals, or proceedings shall be conducted in the same manner as if such bond, undertaking, or security had been given, and said City shall be liable as if such obligation had been duly given and executed.

SECTION 14.12 SEVERABILITY CLAUSE

If any chapter, section, paragraph, sentence, clause, or phrase of this Charter shall be held unconstitutional or invalid for any reason by a court of competent jurisdiction, such holding shall not affect the remainder of this Charter nor the context in which such provision so held invalid may appear, except to the extent that an entire chapter, section, paragraph, or sentence may be inseparably connected in meaning and effect with the provision to which such holding shall apply directly.

SECTION 14.13 MEANING OF WORDS

The provision of this Charter shall be liberally construed for the purpose of effecting the objects and ends thereof. Unless some other meaning is manifest, the word "City" shall be construed to mean the "City of Celina," and the word "and" may be read "or" or the word "or" may be read "and" if the sense requires. Words in the present tense include future tense and, except when a more constrictive meaning is manifest, singular may mean plural. The word "Council" shall be construed to mean the City Council of the City of Celina. The gender of the wording as contained in the Charter shall always be interpreted to mean either sex.

SECTION 14.14 EFFECTIVE DATE

This Charter shall take effect immediately following adoption by the voters and entry of the official order by the City Council declaring the same adopted as soon as practicable. After adoption, the Mayor shall certify to the Secretary of State an authenticated copy of the Charter under the City's seal showing approval by the voters. The City Secretary shall record the Charter in a book kept for that purpose and keep and maintain the same as the official record of the City.

Attachment: Proposed Revisions (redlined) (Charter Review Committee)

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Andy Glasgow, Director of Engineering
CC: Jason Laumer, City Manager
Date: November 9, 2021
Re: Resolution Authorizing the use of Eminent Domain to Condemn Water and Wastewater, Right-of-Way, and Drainage Easements for Sunset Boulevard Lift Station (Brawner)

Action Requested:
Consider and act on a resolution authorizing the use of eminent domain to condemn Public Water And Wastewater Easements, Drainage Easements, Rights-Of-Way, And Temporary Construction Easements In Real Properties As Portions Of Tracts Of Land Generally Described As Being Located In The B.B.B. & C Ry Co. Survey Abstract A0132, And In The Collin County School Land Survey Abtract No. 167, Generally Located On The West Side Of South Oklahoma Drive (Business 289) Beginning South Of East Ash Street And Extending South To Approximately 180 Feet North Of East Cherrywood Lane; And West Along Future Sunset Boulevard From South Oklahoma Drive (Business 289) For Approximately 1000 Feet; And East Of South Oklahoma Drive Beginning South Of East Ash Street And Extending South To Approximately 430 Feet North Of Preston Road (SH 289) and being more particularly described herein; Providing Notice Of An Official Determination To Acquire Real Properties For Water And Wastewater Easements, Rights-Of-Way, Drainage Easements, And/Or Temporary Construction Easements; Authorizing The City Manager To Obtain The Necessary Appraisal Report(s) And Make Bona Fide Offers Of Just Compensation For The Easements; Ratifying Prior Documents Made For Acquisition Of The Easements; Authorizing Legal Counsel To Institute Eminent Domain Proceedings On Behalf Of The City For The Acquisition Of The Easements On Said Tracts If Negotiations Are Unsuccessful; Appropriating Funds From A Lawful Source; And Providing For An Effective Date (Brawner)

Background Information:
The City of Celina is proposing to construct a 1 million gallon per day (MGD) lift station along future Sunset Boulevard, west of Oklahoma Drive and north of Doe Branch. The construction of the lift station includes civil, structural, electrical and instrumentation, and odor control components. Specifically, the construction will encompass the installation of a lift station vault and corresponding appurtenances, odor control equipment, electrical equipment, yard piping, site fencing and lighting, concrete site slab and driveway, etc. Flows entering the lift station will be conveyed through an 18-inch PVC gravity wastewater line along the south side of future Sunset Boulevard continuing east towards Oklahoma Drive and turning north along the east side of Oklahoma Drive. Pressurized flows exiting the lift station will be conveyed by an 8-inch PVC force main along the south side of future Sunset Boulevard, continuing east towards Oklahoma Drive, turning north along the west side of Oklahoma Drive, and discharging to the City's collection system at Ash Street and Oklahoma Drive intersection.

The proposed lift station site, force main, and gravity will require a permanent easement of approximately 3.3 acres south of future Sunset Boulevard right-of-way, a one-hundred feet (100') wide right-of-way for access and future Sunset Boulevard construction, a sixteen feet wide (16') drainage easement along Doe Branch for a proposed culvert, and fifteen feet (15') wide permanent water and wastewater easement along the west side of Oklahoma Drive for the force main installation. In addition, staff identified the need for a temporary construction easements twenty feet (20') wide to accommodate the construction of the proposed force main. No property owners will be displaced with the easement dedication.

Board Review/Citizen Input:
N/A

Alternatives:
City Council could choose to not proceed with the proposed resolution of condemnation.

Financial Considerations:
Funding for the acquisition of the easements will be paid from 2021 CO bonds.

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

Supporting Documents:
- Resolution
- List of Properties
- Easement Map

Staff Recommendation:
Staff recommends approval of Resolution authorizing condemnation.

Attachment: Sunset Lift Station and ROW Condemnation Resolution 11.03.21 with Attachments edited 11 4 21 KB (Sunset Lift Station and Right

RESOLUTION NO. 21 -_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS FINDING THAT A PUBLIC NECESSITY EXISTS TO ACQUIRE PUBLIC WATER AND WASTEWATER EASEMENTS, DRAINAGE EASEMENTS, RIGHTS-OF-WAY, AND TEMPORARY CONSTRUCTION EASEMENTS IN REAL PROPERTIES AS PORTIONS OF TRACTS OF LAND GENERALLY DESCRIBED AS BEING LOCATED IN THE B.B.B. & C RY CO. SURVEY ABSTRACT A0132, AND IN THE COLLIN COUNTY SCHOOL LAND SURVEY ABTRACT NO. 167, GENERALLY LOCATED ON THE WEST SIDE OF SOUTH OKLAHOMA DRIVE (BUSINESS 289) BEGINNING SOUTH OF EAST ASH STREET AND EXTENDING SOUTH TO APPROXIMATELY 180 FEET NORTH OF EAST CHERRYWOOD LANE; AND WEST ALONG FUTURE SUNSET BOULEVARD FROM SOUTH OKLAHOMA DRIVE (BUSINESS 289) FOR APPROXIMATELY 1000 FEET; AND EAST OF OKLAHOMA DRIVE BEGINNING SOUTH OF EAST ASH STREET AND EXTENDING SOUTH TO APPROXIMATELY 430 FEET NORTH OF PRESTON ROAD AND BEING MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE REAL PROPERTIES FOR WATER AND WASTEWATER EASEMENTS, DRAINAGE EASEMENTS, RIGHTS-OF-WAY AND/OR TEMPORARY CONSTRUCTION EASEMENTS; AUTHORIZING THE CITY MANAGER TO OBTAIN THE NECESSARY APPRAISAL REPORT(S) AND MAKE BONA FIDE OFFERS OF JUST COMPENSATION FOR THE EASEMENTS; RATIFYING PRIOR DOCUMENTS MADE FOR ACQUISITION OF THE EASEMENTS; AUTHORIZING LEGAL COUNSEL TO INSTITUTE EMINENT DOMAIN PROCEEDINGS ON BEHALF OF THE CITY FOR THE ACQUISITION OF THE EASEMENTS ON SAID TRACTS IF NEGOTIATIONS ARE UNSUCCESSFUL; APPROPRIATING FUNDS FROM A LAWFUL SOURCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas ("City"), by authority of Chapter 251 of the Texas Local Government Code, Chapter 21 of the Texas Property Code and by virtue of Section 2.02 of the City Charter as a home-rule municipality, is authorized to initiate eminent domain proceedings to acquire real properties for a public purpose in order to install public utilities, including but not limited to, roadways, water lines and facilitate sewage collection, drainage, treatment, disposal, or emptying; and

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WHEREAS, the City Council of the City of Celina ("City Council") has investigated and determined that, there is a public necessity for the acquisition, by eminent domain, of water and wastewater easements, rights-of-way, and drainage easements and/or temporary construction easements ("Easements") on tracts of land located in the following surveys:

- B B B & C RY CO Survey Abstract A0132
- Collin County School Land Survey Abstract No. 167

as recorded in the Real Property records of Collin County, generally located on the west side of South Oklahoma Drive (Business 289) beginning south of East Ash Street and extending south to approximately 180 feet north of East Cherrywood Lane; and west along future Sunset Boulevard from South Oklahoma Drive (Business 289) for approximately 1000 feet; and east of Oklahoma Drive beginning south of East Ash Street and extending south to approximately 430 feet north of Preston Road, more specifically identified in Exhibit "A", attached hereto and incorporated herein for all purposes ("Properties"). It is the City's intent to acquire the necessary water and wastewater easements, rights-of-way, drainage easements and/or temporary construction easements on the Properties for the purpose of, among other municipal purposes, including but not limited to the installation of water and waste water transmission lines and public roadways and drainage; and

WHEREAS, the City Council has investigated and determined that the taking of said real property is necessary for public use; and

WHEREAS, it is necessary to establish procedures for determining the establishment and approval of just compensation for the Easements to be acquired by eminent domain as required by law; and

WHEREAS, the City Manager, or his designee, is required to make a bona fide offer, as defined by and in compliance with Chapter 21 of Texas Property Code, to acquire water and wastewater easements, rights-of-way, and drainage easements and/or temporary construction easements on the Properties for public use voluntarily from the owner(s) prior to moving forward with acquisition by eminent domain; and

WHEREAS, the City Manager, or his designee, will seek, if not already obtained, third-party appraisal(s) and will make bona fide final offer(s) based on the appraisal(s) to the owner(s) of the Properties, which may or may not be accepted by the Property's owner(s); and

WHEREAS, the City, through its authorized representatives, will make final offer(s) based on the appraisal(s) to the owner(s) of the Properties and may not agree upon the just compensation to be paid with the Property owner(s), and hereby authorizes and directs the law firm of Messer, Fort & McDonald ("Legal Counsel") to institute proceedings in eminent domain to acquire water

and wastewater easements, rights-of-way, and drainage easements and/or temporary construction easements on the Properties for such public uses.

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 hereby officially determines that there is a public use and necessity for acquiring the Easements and the public welfare and convenience will be served by the acquisition, by eminent domain, of water and wastewater easements, rights-of-way, and drainage easements and/or temporary construction easements on the Properties, and it is the City's intent to acquire the water and wastewater easements, rights-of-way, and drainage easements and/or temporary construction easements for public use, on the Properties as more specifically described in and depicted on Exhibit "A", attached hereto, specifically for the municipal purpose of water transmission lines and other public uses, which include but are not limited to the following municipal functions: installing and maintaining water and wastewater lines within the proposed easements and the temporary construction easements with such appurtenant facilities as may be necessary within the Easements and public roadways and drainage; and the use of eminent domain is hereby authorized to obtain the Easements on the Properties.

SECTION 3: The City Council hereby authorizes the City Manager or his designee to obtain, review and accept a third party's appraisal report(s) and updated report(s), if not acquired already, and if already obtained those actions are ratified. The City Manager or Legal Counsel is authorized to made bona fide initial and final offers based on the appraisal(s) to the owner(s) of the Properties, and if such actions have already been completed those actions are so ratified. In the event of failed attempts to negotiate with any owner(s) of a portion of the Properties after making a bona fide initial offer(s) and, following receipt of the third party's appraisal(s), making bona fide final offer(s), the City Council hereby authorizes the City Manager or designee to authorize and direct, on behalf of the City, Legal Counsel to commence and conduct all parts of the condemnation proceedings under the Texas Property Code, and other applicable law, for the acquisition of Easements on the Properties for municipal purposes and other public uses on the Properties by eminent domain. Legal Counsel, or designee, is authorized and directed to negotiate for and to acquire the required Easements for the City, and to acquire said rights in compliance with State and Federal law. Moreover, Legal Counsel, or designee, is specifically authorized and directed to do each and every act necessary to acquire the needed Easements including but not limited to, the authority to negotiate, give notices to, make written offers to purchase, prepare contracts, to retain and designate a qualified appraiser(s) of the interests to be acquired, as well as any other experts or

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consultants deemed necessary for the acquisition process and, if necessary, to institute and complete court proceedings in eminent domain.

SECTION 4: The City Manager, or his designee, is hereby authorized to execute all documents necessary to acquire the Easements on the Properties, on behalf of the City, whether by purchase or eminent domain. The City Council hereby ratifies any and all negotiations, offer letters and all documents executed prior to the effective date of this Resolution, by the City Manager which were necessary for the acquisition of the Easements on the Properties.

SECTION 5: It is the intent of the City Council that this Resolution authorizes the condemnation of all Easements on the Properties required for this project, more specifically described in and depicted on Exhibit "A", for the purposes herein stated. If is determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the Legal Counsel or her designee is authorized to have such errors corrected or revisions made without the necessity of obtaining new City Council resolution authorizing condemnation of the corrected or revised property.

SECTION 6: The amount to be paid, if any, for acquiring the Easements on the Properties, will be appropriated from any lawful source.

SECTION 7. In the event that Special Commissioners appointed by the Court in each case during condemnation proceedings return an award for just compensation to be paid by the City, Legal Counsel is hereby authorized to settle the lawsuit for that amount. The City's Finance Director is hereby authorized to issue a check in each case from the appropriate fund in the amount of the Special Commissioners' award made payable to the owner or to the County Clerk of Collin County, to be deposited into the registry of the Court, to enable the City to take possession of the Easement(s) and rights-of-way without further action of the City Council. If the City Manager believes such award(s) should be appealed, the award(s) may still be paid to take possession, but the City Manager shall put the question of whether to appeal on the next available city council agenda for consideration. If there is no such city council meeting before the deadline to appeal, the City Manager may direct Legal Counsel to file the appeal(s) and then place on the next available city council agenda to either pursue or withdraw the appeal(s).

SECTION 8: Should any section, subsection, sentence, clause or phrase of this Resolution be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Resolution shall remain in full force and effect. The City hereby declares that is would have passed this Resolution, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

Attachment: Sunset Lift Station and ROW Condemnation Resolution 11.03.21 with Attachments edited 11 4 21 KB (Sunset Lift Station and Right

SECTION 9: This Resolution shall take effect immediately upon its passage and execution in accordance with the provisions of the Charter of the City of Celina.

PASSED AND APPROVED by roll call vote on this the 9th day of November, 2021 at a regular meeting of the City Council of the City of Celina in which a quorum was present.

CITY OF CELINA

BY:_____
Sean Terry, Mayor

ATTEST:

_____
Vicki Tarrant, City Secretary

Attachment: Sunset Lift Station and ROW Condemnation Resolution 11.03.21 with Attachments edited 11 4 21 KB (Sunset Lift Station and Right

EXHIBIT A
The Easements and the Properties

Exhibit Name	Property ID	Easement Description	SF	Acres	Owner	Property Address	Mailing Address	Roadway Along	Legal Description
EX1	2042535	Variable Width Perm. Easement	249	0.006	One Preston Station LP	1123 S Oklahoma Dr Celina, TX 75009	N/A	Oklahoma Dr	ABS A0132 B B B & C RY CO SURVEY, TRACT 1.03 ACRES
		20' TCE	1,437	0.033					
EX2	2834529	Variable Width Perm. Easement	216	0.005	S Broadway Development LLC	Oklahoma Dr Celina, TX 75009	Po Box 787 Gilmer, TX 75644-0787	Oklahoma Dr	ABS A0132 B B B & C RY CO SURVEY, TRACT 14.874 ACRES
		20' TCE	1,437	0.033					
EX3		Variable Width Perm. Easement	465	0.011					
		20' TCE	2,874	0.066					
EX4		20' Perm. W/WW Easement	9,391	0.216					
		20' TCE	9,670	0.222					
EX7		Variable Width Perm. W/WW Easement	1,681	0.039					
		20' TCE	2,221	0.051					
ROW 1	2760376	Right-of-way	26,837	0.616	Martinek Farming LLC	Oklahoma Dr S Celina, TX 75009	2011 Emberson Ranch Rd Pilot Point, TX 76258-3165	Future Sunset Blvd	ABS A0132 B B B & C RY CO SURVEY, TRACT 13.52 ACRES; SN1: TXFLW12A79936FD11, HUD1: RAD1059732
EX5		Variable Width Perm.W/WW Easement	27,106	0.622					
EX9		15' Perm. W/WW Easement	3,727	0.086					
		20' TCE	4,965	0.114					
ROW 2	991181	Right-of-way	26,627	0.611	"Tract 2" Martinek Farming LLC	Oklahoma Dr Celina, TX 75009	Po Box 430 Gunter, TX 75058-0430	Future Sunset Blvd	ABS A0132 B B B & C RY CO SURVEY, TRACT 19.941 ACRES
EX6		Variable Width Perm. W/WW Easement	117,891	2.706					
EX8		15' Perm. W/WW Easement	20,876	0.479				Oklahoma Dr	
		20' TCE	27,834	0.639					
EX23		16' Perm. Drainage Easement						Future Sunset Blvd	
EX10	2557395	20' Perm. W/WW Easement	400	0.009	Bawa Anise	1513 S Preston Rd Celina, TX 75009	2012 Hopewell Dr Allen, TX 75013-5644	Oklahoma Dr	BAWA ADDITION, BLK 1, LOT 1
		30' TCE	609	0.014					
EX11	983083	20' Perm. W/WW Easement	4,205	0.097	Lemina Partners LTD	S Preston Rd Celina, TX 75009	5498 La Sierra Dr Dallas, TX 75231-4108	Oklahoma Dr	MCILROY ADDITION, LOT 31B
		30' TCE	6,316	0.145					
EX12	2721269	20' Perm. W/WW Easement	7,952	0.183	City of Celina	1413 S Preston Rd Celina, TX 75009	142 N Ohio St Celina, TX 75009-6201	Oklahoma Dr	CELINA FIRE STATION #1, BLK A, LOT 2
		30' TCE	3,397	0.078					
EX13	2775923	20' Perm. W/WW Easement	2,398	0.055	Dk Meyer Property LLC	1371 S Preston Rd Celina, TX 75009	1371 S Preston Rd Celina, TX 75009-3810	Oklahoma Dr	HERRIN ADDITION, BLK A, LOT 1R-1; (REPLA
		30' TCE	2,526	0.058					
EX14	2526774	20' Perm. W/WW Easement	2,392	0.055	Herrin Real Estate LLC	State Hwy #289 Celina, TX 75009	1341 S Preston Rd Ste A Celina, TX 75009-3890	Oklahoma Dr	HERRIN ADDITION, BLK A, LOT 4
EX15	2526775	20' Perm. W/WW Easement	2,829	0.065	Herrin Real Estate LLC	State Hwy #289 Celina, TX 75009	1341 S Preston Rd Ste A Celina, TX 75009-3890	Oklahoma Dr	HERRIN ADDITION, BLK A, LOT 5
		30' TCE	4,225	0.097					
EX16	2832671	20' Perm. W/WW Easement	6,140	0.141	B&B Property Group LLC	N/A	2000 Huntley Pkwy Pelham, AL 35124-6120	Oklahoma Dr	MCILROY ADDITION, LOT 9B-12B, 13, 14, 15, 16B, 19B, 20A, 21A & 22A
		30' TCE	9,191	0.211					
EX17	982841	20' Perm. W/WW Easement	2,271	0.052	Rhodes R David & Kathryn L Boyd	Celina, TX 75009	5 Meadowchase Trl Longview, TX 75605-7706	Oklahoma Dr	MCILROY ADDITION, LOT 5-8, 9A,10A,11A, 12A,16A, 17, 18A & 19A
		30' TCE	3,397	0.078					
EX18	982805	20' Perm. W/WW Easement	3,100	0.071	Parish Arlis Jean	404 E Cherrywood St Celina, TX 75009	404 E Cherrywood St Celina, TX 75009-6488	Oklahoma Dr	MCILROY ADDITION, LOT 1
EX19	962667	20' Perm. W/WW Easement	23,204	0.533	Central Frisco Ltd	1050 S Oklahoma Dr Celina, TX 75009	16400 Dallas Pkwy Ste 100 Dallas, TX 75248-2640	Oklahoma Dr	ABS A0167 COLLIN COUNTY SCHOOL LAND #14 SURVEY, BLK 1, TRACT 27, ACRES 2.0290
		Variable Width TCE	49,440	1.135					
EX20	2109690	20' Perm. W/WW Easement	9,775	0.224	E Real Estate LLC	State Hwy #289 Celina, TX 75009	16400 Dallas Pkwy Ste 100 Dallas, TX 75248-2640	Oklahoma Dr	ABS A0167 COLLIN COUNTY SCHOOL LAND #14 SURVEY, BLK 1, TRACT 85, ACRES 13.565
		30' TCE	14,679	0.337					
EX21	2109689	20' Perm. W/WW Easement	4,000	0.092	Blik Investments LLC	710 S Oklahoma Dr Celina, TX 75009	2802 Adams Dr Melissa, TX 75454-2472	Oklahoma Dr	ABS A0167 COLLIN COUNTY SCHOOL LAND #14 SURVEY, BLK 1, TRACT 92, ACRES 2.0000
		30' TCE	6,011	0.138					
EX22	2757146	20' Perm.W/WW Easement	8,053	0.185	Perks Group Texas LLC	600 S Oklahoma Dr Celina, TX 75009	3716 Liberty Way # 2162 Mckeesport, PA 15133-2004	Oklahoma Dr	TRACTOR SUPPLY ADDITION, BLK 1, LOT 1
		30' TCE	9,888	0.227					

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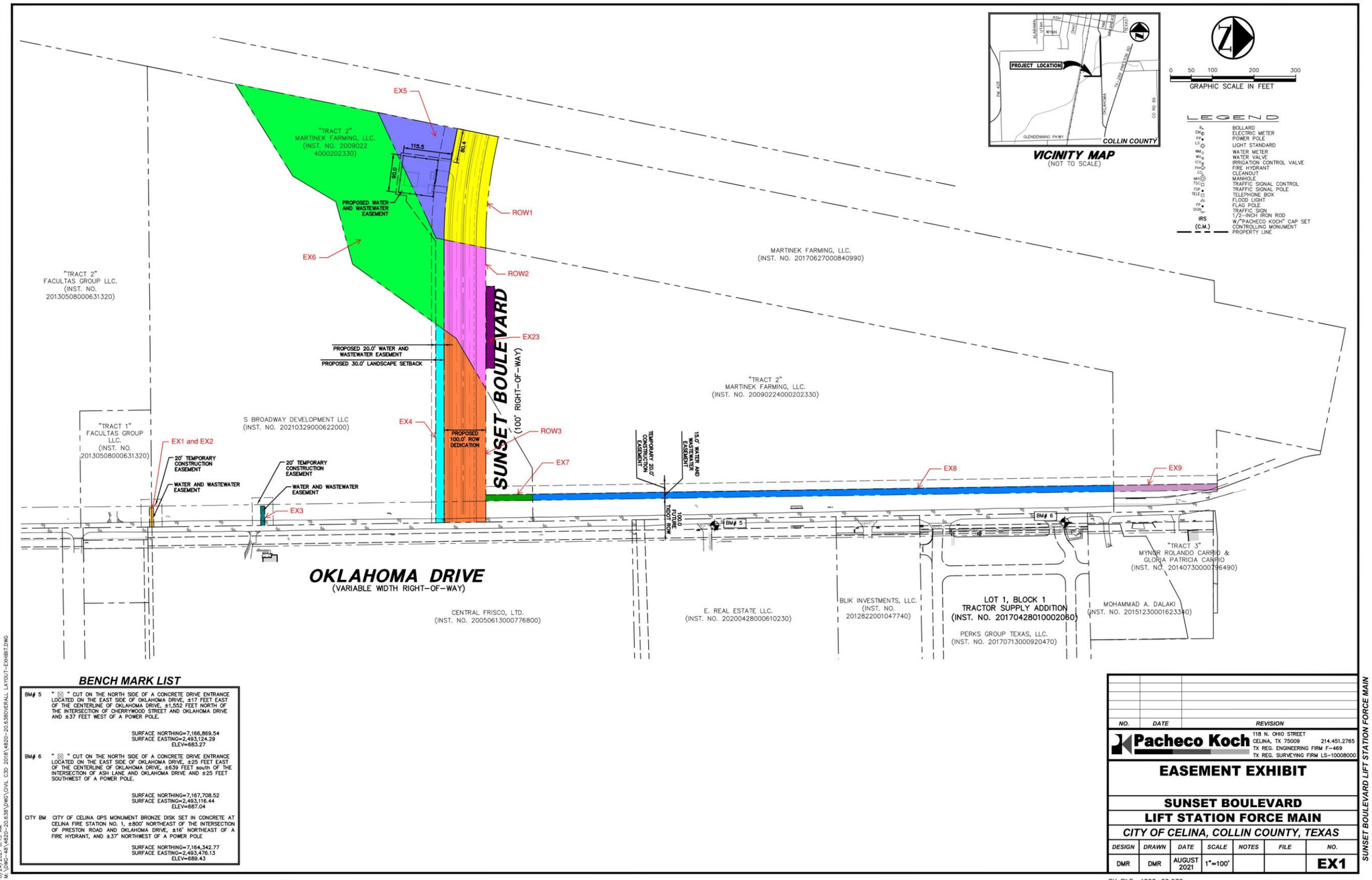


BENCH MARK LIST

BM# 5 " ☒ " CUT ON THE NORTH SIDE OF A CONCRETE DRIVE ENTRANCE LOCATED ON THE EAST SIDE OF OKLAHOMA DRIVE, ±17 FEET EAST OF THE CENTERLINE OF OKLAHOMA DRIVE, ±1,552 FEET NORTH OF THE INTERSECTION OF CHERRYWOOD STREET AND OKLAHOMA DRIVE AND ±37 FEET WEST OF A POWER POLE.

SURFACE NORTHING=7,166,869.54
SURFACE EASTING=2,493,124.29
ELEV=683.27

BM# 6 " ☒ " CUT ON THE NORTH SIDE OF A CONCRETE DRIVE ENTRANCE LOCATED ON THE EAST SIDE OF OKLAHOMA DRIVE, ±25 FEET EAST OF THE CENTERLINE OF OKLAHOMA DRIVE, ±639 FEET south OF THE INTERSECTION OF ASH LANE AND OKLAHOMA DRIVE AND ±25 FEET SOUTHWEST OF A POWER POLE.

SURFACE NORTHING=7,167,708.52
SURFACE EASTING=2,493,116.44
ELEV=687.04

CITY BM CITY OF CELINA GPS MONUMENT BRONZE DISK SET IN CONCRETE AT CELINA FIRE STATION NO. 1, ±800' NORTHEAST OF THE INTERSECTION OF PRESTON ROAD AND OKLAHOMA DRIVE, ±16' NORTHEAST OF A FIRE HYDRANT, AND ±37' NORTHWEST OF A POWER POLE

SURFACE NORTHING=7,164,342.77
SURFACE EASTING=2,493,476.13
ELEV=689.43

NO.	DATE	REVISION

Pacheco Koch
118 N. OHIO STREET
CELINA, TX 75009 214.451.2765
TX REG. ENGINEERING FIRM F-469
TX REG. SURVEYING FIRM LS-10008000

EASEMENT EXHIBIT

SUNSET BOULEVARD
LIFT STATION FORCE MAIN
CITY OF CELINA, COLLIN COUNTY, TEXAS

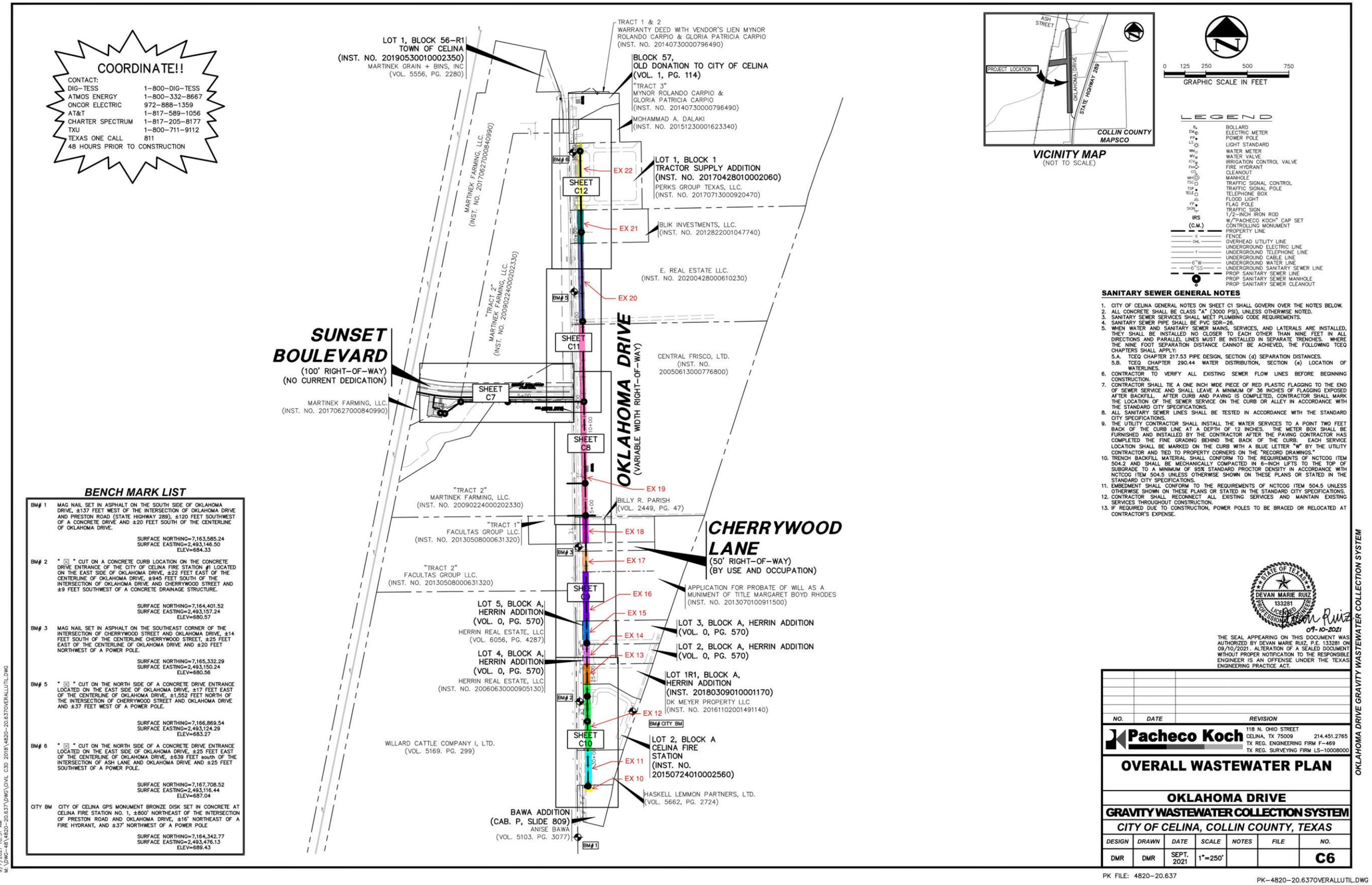
DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
DMR	DMR	AUGUST 2021	1"=100'			EX1

PK FILE: 4820-20.638

SUNSET BOULEVARD LIFT STATION FORCE MAIN

DRUZ
6/24/2021 8:13 AM
M:\DWG-48\4820-20.638\DWG\CIVIL C3D 2018\4820-20.638OVERALL LAYOUT-EXHIBIT.DWG

Attachment: Sunset Lift Station and ROW Condemnation Resolution 11.03.21 with Attachments edited 11 4 21 KB (Sunset Lift Station and Right



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Life Connected.

CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, NOVEMBER 10, 2020
5:00 PM

MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Attendee Name	Organization	Title	Status	Arrived
Justin Steiner	City of Celina	Place 1	Present	
Wayne Nabors	City of Celina	Place 2	Present	
Andy Hopkins	City of Celina	Place 3	Present	
Carmen Roberts	City of Celina	Place 4	Present	
Mindy Koehne	City of Celina	Place 5	Present	
Chad Anderson	City of Celina	Place 6	Absent	
Sean Terry	City of Celina	Mayor	Present	

Mayor Terry called the meeting to order at 5:00 p.m.

II. PLEDGE OF ALLEGIANCE/INVOCATION:

Mayor Terry led the pledges of allegiance. Deputy Mayor Pro Tem Wayne Nabors gave the invocation.

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. Gigabit City Proclamation. (Howard)

Director of Government Affairs Corbett Howard presented Gigabit City Proclamations from the State of Texas to Mayor Sean Terry, EDC President Kyle Rose, Former EDC member Scott Stawski, Former Director of IT Scott Cromwell, City Manager Jason Laumer, Matt Foster with AT & T, GCEC Sales Manager Byron Whitaker and GCEC CFO Chris Offil. Mayor Terry then presented Former EDC Director Corbett Howard with a proclamation.

B. Celina Census Complete Count Committee Appreciation. (Howard)

Director of Government Affairs Corbett Howard congratulated the 47 members of the Complete Count Committee on a job well done with good participation from Celina citizens on the 2020 census.

C. Texas Downtown Association President Award Winner Presentation - The Huddleston Building. (Barton)

Minutes Acceptance: Minutes of Nov 10, 2020 5:00 PM (Minutes Approval)

Downtown Development Manager Rebecca Barton presented the Texas Downtown Association's Best New Construction Award for the Huddleston Building to the owners Greg Allen, Connor and Van Nichols, the Huddleston family and Architect Mike Mitchell.

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Introduction of new employees. (Jenks)

Assistant to the City Manager Drew Jenks introduced new receptionist Aly Jones.

B. Downtown Code-Concepts & Highlights Presentation. (Nusser)

Abra Nusser with Kimley Horn gave the presentation.

C. Neighborhood Vision Book Presentation. (Drake)

Emily Drake with Kimley Horn gave the presentation.

D. Presentation regarding Code Enforcement (part two of two). (McAfee)

Director of Development Services Dusty McAfee gave an overview of the process and proposed changes.

E. Discussion regarding Water Meter Request for Information. (Figueroa)

Director of Public Works Andy Figueroa gave a history of meter reading technology and a timeline in the process for looking at the best metering products available to the city.

F. Discussion regarding annual stormwater management plan actions. (Glasgow)

Director of Engineering Andy Glasgow introduced Nolan Harvey who presented the plan.

G. Discussion regarding any and/or all agenda items.

No other items were discussed.

H. Staff Reports

V. OPEN FORUM:

No comments were received.

VI. EXECUTIVE SESSION:

The City Council adjourned into executive session at 6:02 p.m. with City Manager Jason Laumer, Assistant City Manager Karla Stovall and City Attorney Trey Sargent. Mayor Terry recused himself from item B. Councilwoman Koehne recused herself from item C.

The Celina City Council will convene into Executive Session pursuant to Texas Government Code 551.071, Consultation with Attorney, on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this Chapter, pending or contemplated litigation.

A. Discussion regarding an agreement with High Point Estates Homeowner's Association regarding extension of fiber infrastructure to their subdivision area.

B. Discussion regarding an agreement with Centurion American regarding development matters on a 102 acre tract located immediately north of High Point Estates in Celina's extraterritorial jurisdiction.

Minutes Acceptance: Minutes of Nov 10, 2020 5:00 PM (Minutes Approval)

C. Discussion regarding an agreement with Rockhill Capital & Investments regarding development matters for a project commonly known as Villages at Uptown, located north of downtown from FM455 to Louisiana Street.

D. Discussion regarding an agreement with Celina Independent School District pertaining to public improvements and real estate matters.

E. Discussion regarding an agreement with Doe Branch Partners, LLC regarding a downtown office development near Preston Road.

Reconvene Into Open Session

The City Council reconvened into open session at 6:45 p.m.

F. Consider and act upon any items discussed in executive session.

No action was taken out of executive session.

VII. CONSENT AGENDA:

Councilman Hopkins moved to approve the consent agenda minus item S.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Carmen Roberts, Place 4
AYES:	Steiner, Nabors, Hopkins, Roberts, Koehne
ABSENT:	Anderson

A. Minutes Approval:

1. City Council - Regular Meeting - Oct 13, 2020 5:00 PM

B. Consider and act upon a resolution adopting the Neighborhood Vision Book. (Neighborhood Vision Book) (McAfee)

(2020-79R)

C. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Rachel Baty for economic incentive funding under Chapter 380 of the Texas Local Government Code. (Annie Jack – DIP) (Barton)

D. Consider and act to authorize the City Manager to execute a facility use agreement by and between the City of Celina and Two29 On The Square for weddings on the square. (Two29 Agreement) (Barton)

E. Consider and act to authorize the Mayor Pro-Tem to execute a Landowner Agreement, a Phase #2 Direct Improvements Reimbursement Agreement, and a Phase #2 Direct Improvements Construction, Funding, and Acquisition Agreement by and between the City of Celina and CADG Ownsby Farms, LLC, in connection with the Ownsby Farms Public Improvement District. (Ownsby Farms Phase #2 PID – Miscellaneous Agreements) (Pouladi)

Minutes Acceptance: Minutes of Nov 10, 2020 5:00 PM (Minutes Approval)

F. Consider and act upon a resolution of the City of Celina, Texas setting a public hearing under Sec. 311.003 of the Texas Tax Code for the creation of a Tax Increment Reinvestment Zone within the City of Celina, Texas; authorizing the issuance of notice by the City Secretary of Celina, Texas, regarding the public hearing; and directing the City to prepare a preliminary reinvestment zone financing plan. (Edgewood Creek- TIRZ – Resolution) (Pouladi)

(2020-80R)

G. Consider and Act to authorize the purchase of vehicles for fiscal year 2021 to Various Vendors in an amount not to exceed $786,514.60. (Berry)

H. Consider and act to award bid 2020-0044 for asphalt at the unit prices listed to Austin Asphalt, Reynolds Asphalt, and RK Hall. (Berry)

I. Consider and act to authorize the City Manager to execute an amendment to the Construction Manager at Risk Agreement to establish an amendment to the guaranteed maximum price (GMP) for Old Celina Park expansion by and between the City Celina and AUI Partners in the amount of $197,470.90 (Brawner)

J. Consider and act to authorize an agreement for engineering services for the design of improvements to the Beech St for an amount not to exceed $136,000.00. (Glasgow)

K. Consider and act to authorize the execution of an Interlocal agreement by and between the City of Celina and Mustang Special Utility District regarding the exchange of Water and Sewer Certificate of Convenience and Necessity Documents (Brawner)

L. Consider and act upon a contract by and between the City of Celina and TRC Engineering for the design of the reconstruction of some selected roads in downtown with associated water and sewer improvements as part of the City's Annual Street Maintenance Program in the amount of $138,500 . (Glasgow).

M. Consider and act upon a contract by and between the City of Celina and Pacheco Koch for design approximately 3000 linear feet of an 8-inch force main in the amount of $64,880. (Glasgow).

N. Consider and act upon a contract by and between the City of Celina and Pacheco Koch for design approximately 5,200 linear feet of gravity wastewater line ranging in size from 8 to 18inches in the amount of $110,415. (Glasgow).

O. Consider and act upon a contract by and between the City of Celina and Pacheco Koch for design of a new wastewater lift station on Sunset Boulevard in the amount of $139,835. (Glasgow).

P. Consider and act upon a Master Services Agreement (MSA) contract by and between the City of Celina and Lockwood, Andrews and Newman, Inc. for Engineering and Surveying Services. (Glasgow)

Q. Consider and act upon a contract by and between the City of Celina and KSA Engineers for the design of the CR 53 and Old Log trail Street improvements in the amount of $142,000 . (Glasgow).

R. Consider and act upon an agreement by and between the City of Celina and Denton County for Fire and Emergency Medical Services. (Metdker)

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S. Item S was moved to Items moved from Consent Agenda

T. Consider and act upon an amendment to a development agreement between Smiley Water Control and Improvement District Nos. 1 and 2, Smiley Rd. Ltd., Green Meadows Communities, Inc., Green Meadows Master Community Inc., Mustang SUD and the City of Celina related to code enforcement services. (Laumer)

U. Consider and act upon an amendment to an interlocal agreement between Smiley Water Control and Improvement District Nos. 1 and 2 and the City of Celina related to fire protection services. (Laumer)

ITEMS MOVED FROM CONSENT AGENDA:

V. Consider and act upon an agreement between Smiley Water Control and Improvement District Nos. 1 and 2 and the City of Celina related to building permits, inspections and similar development services. (Laumer)

RESULT:	**NO ACTION**

VIII. PUBLIC HEARING/ACTION:

A. The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the City's Code of Ordinances, Chapter 10: Subdivision Regulations, Article 10.03, Subdivision Ordinance. (Subdivision Ordinance Amendment) (McAfee)

(2020-95) Mayor Terry opened the hearing at 6:45 p.m. No public comment was received. The hearing was closed at 6:48 p.m.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Wayne Nabors, Place 2
SECONDER:	Justin Steiner, Place 1
AYES:	Steiner, Nabors, Hopkins, Roberts, Koehne
ABSENT:	Anderson

B. The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning an approximately 29 acre tract of land from Commercial, Office, & Retail Zoning District (C) to Mixed-Use Zoning District (MU), generally located at the northwest corner of Legacy Drive and Frontier Parkway. (NWC Frontier & Legacy - Zoning) (Mohan)

(2020-96) Councilwoman Koehne recused herself from this item due to a conflict of interest. Mayor Terry opened the hearing at 6:48 p.m. No public comment was received. The hearing was closed at 6:49 p.m.

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RESULT:	**APPROVED [4 TO 0]**
MOVER:	Carmen Roberts, Place 4
SECONDER:	Andy Hopkins, Place 3
AYES:	Steiner, Nabors, Hopkins, Roberts
ABSENT:	Anderson
RECUSED:	Koehne

C. The Celina City Council will conduct a public hearing to consider and act upon an ordinance abandoning and vacating an approximately 0.088 acre and a 0.082 acre right-of-way, generally located north of Malone Street and east of the BNSF Railroad. (Northside at Rollertown Alley Abandonment)

(2020-97) Mayor Terry called the meeting to order at 6:49 p.m. No public comment was received. The hearing was closed at 6:52 p.m.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Justin Steiner, Place 1
SECONDER:	Carmen Roberts, Place 4
AYES:	Steiner, Nabors, Hopkins, Roberts, Koehne
ABSENT:	Anderson

D. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final Ownsby Farms Public Improvement District Updated Service and Assessment Plan – Updated for Phase #2, including the Phase #2 assessment roll; making a finding of special benefit to property within Phase #2 of the Ownsby Farms Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against Phase #2 assessed property in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Ownsby Farms Phase #2 – PID Levy) (Pouladi)

(2020-98) Mayor Terry recused himself from this item due to a conflict of interest. Deputy Mayor Pro Tem Nabors opened the hearing at 6:53 p.m. No public comment was received. The hearing was closed at 6:54 p.m.

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

E. The Celina City Council will conduct public hearings in accordance with Texas Local Government Code Section 43.0686(c)(2), and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of the following properties: (20-03 Annexation Second Public Hearing) (Mohan)

Mayor Terry opened hearing #1 at 6:55 p.m. No public comment was received. The hearing was closed at 6:56 p.m. Mayor Terry opened hearing #2 at 6:56 p.m. No public comment was received. The hearing was closed at 6:56 p.m. Mayor Terry opened hearing #3 at 6:56 p.m. No public comment was received. The hearing was closed at 6:56 p.m. Mayor Terry opened hearing #4 at 6:56 p.m. No public comment was received. The hearing was closed at 6:56 p.m. Mayor Terry opened hearing #5 at 6:56 p.m. No public comment was received. The hearing was closed at 6:57 p.m. Mayor Terry opened hearing #6 at 6:57 p.m. No public comment was received. The hearing was closed at 6:57 p.m. Mayor Terry opened hearing #7 at 6:57 p.m. No

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public comment was received. The hearing was closed at 6:57 p.m. Mayor Terry opened hearing #8 at 6:57 p.m. No public comment was received. The hearing was closed at 6:57 p.m. Mayor Terry opened hearing #9 at 6:57 p.m. No public comment was received. The hearing was closed at 6:58 p.m. Mayor Terry opened hearing #10 at 6:58 p.m. No public comment was received. The hearing was closed at 6:58 p.m. Mayor Terry opened hearing #11 at 6:58 p.m. No public comment was received. The hearing was closed at 6:58 p.m. Mayor Terry opened hearing #12 at 6:58 p.m. No public comment was received. The hearing was closed at 6:58 p.m. Mayor Terry opened hearing #13 at 6:58 p.m. No public comment was received. The hearing was closed at 6:59 p.m. Mayor Terry opened hearing #14 at 6:59 p.m. No public comment was received. The hearing was closed at 6:59 p.m. Mayor Terry opened hearing #15 at 6:59 p.m. No public comment was received. The hearing was closed at 6:59 p.m. Mayor Terry opened hearing #16 at 6:59 p.m. No public comment was received. The hearing was closed at 6:59 p.m. Mayor Terry opened hearing #17 at 6:59 p.m. No public comment was received. The hearing was closed at 6:59 p.m. Mayor Terry opened hearing #18 at 6:59 p.m. No public comment was received. The hearing was closed at 6:59 p.m. Mayor Terry opened hearing #19 at 7:00 p.m. No public comment was received. The hearing was closed at 7:00 p.m. Mayor Terry opened hearing #20 at 7:00 p.m. No public comment was received. The hearing was closed at 7:00 p.m. Mayor Terry opened hearing #21 at 7:00 p.m. No public comment was received. The hearing was closed at 7:00 p.m. Mayor Terry opened hearing #22 at 7:00 p.m. No public comment was received. The hearing was closed at 7:00 p.m. Mayor Terry opened hearing #23 at 7:00 p.m. No public comment was received. The hearing was closed at 7:00 p.m. Mayor Terry opened hearing #24 at 7:01 p.m. No public comment was received. The hearing was closed at 7:01 p.m. Mayor Terry opened hearing #25 at 7:01 p.m. No public comment was received. The hearing was closed at 7:01 p.m. Mayor Terry opened hearing #26 at 7:01 p.m. No public comment was received. The hearing was closed at 7:01 p.m. Mayor Terry opened hearing #27 at 7:01 p.m. No public comment was received. The hearing was closed at 7:01 p.m. Mayor Terry opened hearing #28 at 7:01 p.m. No public comment was received. The hearing was closed at 7:01 p.m. Mayor Terry opened hearing #29 at 7:01 p.m. No public comment was received. The hearing was closed at 7:02 p.m. Mayor Terry opened hearing #30 at 7:02 p.m. No public comment was received. The hearing was closed at 7:02 p.m.

F. The Celina City Council will conduct public hearings in accordance with Texas Local Government Code Section 43.0686(c)(3), and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of the following listed properties and consider and act upon an Ordinance annexing the below listed properties, presently located within the extraterritorial jurisdiction of the City of Celina, providing for amending of the Official City Map; providing for a service plan; requiring the filing of the Ordinance with the county clerk; prescribing for effect on territory/area, granting as appropriate to all the inhabitants of the 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; and providing for other matters related thereto for the following property: (20-02 Annexation Third Public Hearing and Ordinance Adoption) (Mohan)

(2020-99) Mayor Terry opened hearing #1 at 7:03 p.m. No public comment was received. The hearing was closed at 7:03 p.m. Mayor Terry opened hearing #2 at 7:03 p.m. No public comment was received. The hearing was closed at 7:03 p.m. Mayor Terry opened hearing #3 at 7:03 p.m. No public comment was received. The hearing was closed at 7:03 p.m. Mayor Terry opened hearing #4 at 7:04 p.m. No public comment was received. The hearing was closed at 7:04 p.m. Mayor Terry opened hearing #5 at 7:04 p.m. No public comment was received. The hearing was closed at 7:04 p.m. Mayor Terry opened hearing #6 at 7:04 p.m. No public comment was received. The hearing was closed at 7:04 p.m. Mayor Terry opened hearing #7 at 7:04 p.m. No public comment was received. The hearing was closed at 7:04 p.m. Item #8 was withdrawn. No hearing and no action on item #8

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

G. The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning an approximately 30 acre tract of land to Planned Development (PD) with Single-Family Residential Detached District (SF-R) base zoning, generally located approximately 1,650 feet east of Celina Parkway (County Road 52) and approximately 1,000 feet south of Glendening Parkway. (Greenway East – PD Zoning) (Mohan)

(2020-100) Mayor Terry opened the hearing at 7:05 p.m. No public comment was received. The hearing was closed at 7:07 p.m.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Wayne Nabors, Place 2
SECONDER:	Justin Steiner, Place 1
AYES:	Steiner, Nabors, Hopkins, Roberts, Koehne
ABSENT:	Anderson

H. The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 15 acre tracts of land to Agricultural District (AG), generally located on the north and south sides of Choate Parkway, west of Custer Road, and east of Coit Road. (Greenway East Remainder - Zoning) (Mohan)

(2020-101) Mayor Terry opened the hearing at 7:07 p.m. No public comment was received. The hearing was closed at 7:09 p.m.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Mindy Koehne, Place 5
AYES:	Steiner, Nabors, Hopkins, Roberts, Koehne
ABSENT:	Anderson

IX. ACTION ITEM:

A. Consider and act to authorize the City Manager to an ILA between the City of Celina and Collin County for the award of $1,500,000 Park Grant to be used to purchase 187.44 acres of park property (Brawner)

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RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Justin Steiner, Place 1
SECONDER:	Carmen Roberts, Place 4
AYES:	Steiner, Nabors, Hopkins, Roberts, Koehne
ABSENT:	Anderson

B. Consider and act upon an ordinance of the City of Celina, Texas amending ordinance 2020-77 which adopted and approved the budget for fiscal year beginning October 1, 2020 and ending September 30, 2021, and make appropriations for each department, project and account, by adopting an amended 2020-2021 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this ordinance. (Bromiley)

(2020-102)

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

C. Consider and act upon an Interlocal Agreement between Denton County, Town of Prosper, and City of Celina for Environmental and Schematic Design for Frontier Parkway/Parvin Road from FM 1385 to Dallas Parkway. (Brawner)

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

D. Consider and act upon an ordinance amending the City's Code of Ordinances, Appendix A: Fee Schedule, providing a comprehensive fee authority update to enable the adoption of a master fee chart. (Master Fee Chart Revision Ordinance) (McAfee)

(2020-103)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Carmen Roberts, Place 4
SECONDER:	Justin Steiner, Place 1
AYES:	Steiner, Nabors, Hopkins, Roberts, Koehne
ABSENT:	Anderson

E. Consider and act upon a resolution adopting a Master Fee Chart. (Master Fee Chart Revision Resolution) (McAfee)

(2020-81R)

Minutes Acceptance: Minutes of Nov 10, 2020 5:00 PM (Minutes Approval)

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

F. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Autumn Sadler for economic incentive funding under Chapter 380 of the Texas Local Government Code. (Supporting Celina Businesses Update and Two29 On The Square – DIP) (Barton).

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Mindy Koehne, Place 5
AYES:	Steiner, Nabors, Hopkins, Roberts, Koehne
ABSENT:	Anderson

G. Consider and act upon all matters incident and related to approving and authorizing publication of notice of intention to issue certificates of obligation, including the adoption of a resolution pertaining thereto. (Stovall)

(2020-82R)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Wayne Nabors, Place 2
SECONDER:	Justin Steiner, Place 1
AYES:	Steiner, Nabors, Hopkins, Roberts, Koehne
ABSENT:	Anderson

H. Consider and act upon all matters incident and related to declaring expectation to reimburse expenditures with proceeds of future debt, including the adoption of a resolution pertaining thereto. (Stovall)

(2020-83R)

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

I. Consider and act upon approval of canvass documents for the November 3, 2020, General Election results. (Tarrant)

RESULT:	**NO ACTION**

J. Consider and act upon approval of a resolution calling a Run-Off Election for Place 4 on December 6, 2020. (Tarrant)

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RESULT:	NO ACTION

X. ADJOURNMENT:

There being no further comment Mayor Terry closed the meeting at 7:29 p.m.

_____
Sean Terry, Mayor

_____ _____
Secretary Date Minutes Approved

Minutes Acceptance: Minutes of Nov 10, 2020 5:00 PM (Minutes Approval)

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Kim Brawner, Executive Director of Public Services
Date: November 9, 2021
Re: Facilities Agreement w/ Celina Real Estate

Action Requested:
Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Celina Real Estate, L.P. for a facilities agreement regarding use of property for parking during Christmas on the Square. (Brawner)

Background Information:
Due to continued growth of the special events in downtown, the City is working with adjacent property owners to allow the City to utilize their property for events. Celina Real Estate has agreed to allow the City the use of their property in exchange for an indemnification agreement similar to our agreement for construction use during the 2019 remodel.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
There is no financial impact associated with this agreement.

Legal Review:
The City Attorney has reviewed this agreement.

Supporting Documents:
- Proposed agreement

Staff Recommendation:
Staff recommends approval.

Attachment: 2020 11 04 Facilities Agree. CRE-Celina (Facilities Agreement between the City and CRE for Christmas on the Square)

FACILITIES AGREEMENT

This Facilities Agreement (this "Agreement") is by and between the CITY OF CELINA, TEXAS, a home rule city located in Collin and Denton County, Texas (the "City") and CELINA REAL ESTATE, LLC. ("CRE") and is made and entered into effective as of December 1, 2021~~0~~ (the "Effective Date"). The City and CRE are sometimes individually referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, CRE holds fee simple title to approximately 0.3329 acres of land described by property identification number on the attached Exhibit A (the "Property"); and

WHEREAS, the City is expanding Christmas on the Square (the "Event"); and

WHEREAS, the City is looking for opportunities to expand the Event to allow more individuals to participate and increase holiday spirit; and

WHEREAS, CRE has agreed to enter this Facilities Agreement with the City; and

WHEREAS, the Facilities Agreement will provide the terms by which the City may use the Property for holiday activities during the Event ;

NOW THEREFORE, for and in consideration of these premises and of the mutual promises, obligations, covenants and benefits herein contained, the Parties agree as follows:

1) Term. This Agreement shall remain in effect from December 1, 2021~~0~~ to December 5, 2021~~0~~ ("Term").

2) Use of Property for the Event;. CRE agrees that the City may use the Property during the Event to include bounce houses, vendors, and other related activities by contractors for the City during the Term .. During the Term, the City agrees to keep the Property free and clear of trash and debris. If the condition of the Property was altered as a result of the use of the Property hereunder by the City or its invitees, then within thirty (30) days of the end of the Term, the City must restore the Property substantially to its original condition.

3) Waiver of Representation/Warranty and Assumption of Risk. The City acknowledges and agrees that CRE has not made any representation or warranty of any kind or nature as to the fitness of the Property for the use intended by the City hereunder and CRE expressly negates and disclaims any such representation or warranty. The City hereby agrees that its and its invitees use of the Property hereunder shall be at its and its invitees sole and exclusive risk and the City has and does hereby waive as against CRE any and all claims arising out of or in connection with its and its invitees use of the Property

hereunder.

4) Indemnity. The City does hereby agree to waive all claims, release, indemnify, defend and hold harmless CRE, and all of its officers, agents and employees, from and against any and all liability, claims, losses, damages, suits, demands or causes of action including all expenses of litigation and/or settlement, court costs and attorney fees which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property occasioned by the error, omission, or negligent act of the City and its invitees on the Property, their officers, agents, or employees arising out of or in connection with the City's or its invitees use of the Property hereunder, and the City will at its own cost and expense defend and protect CRE from any and all such claims and demands. Such indemnities shall apply unless cause by the sole negligence or willful misconduct of CRE, its officers, officials, agents or employees.

5) Insurance.

During the Term, the City will secure and maintain, and will require its contractors to secure and maintain, the following insurance coverages with limits not less than the amounts specified, and with companies satisfactory to CRE who are authorized to do business in the State of Texas, and will furnish certificates of such insurance satisfactory to CRE before commencing use of the Property; provided, however, that no waiver of the provisions of the Section 5 will be inferred from any failure on the part of CRE to object or complain about the City's failure to furnish certificates of insurance satisfactory to CRE.

(a) Worker's Compensation and Employer's Liability Insurance with limits of not less than $1,000,000 per accident, which will fully comply with the statutory requirements of State laws as well as Federal laws, if applicable.

(b) Commercial General Liability Insurance INCLUDING CONTRACTUAL LIABILITY, with minimum limits of liability for injury, death, or property damage of $1,000,000 combined single limit per occurrence, and an aggregate annual limit of not less than $2,000,000.

(c) Automobile Liability Insurance covering owned, hired, and non-owned vehicles, with minimum limits for injury, death or property damage of $1,000,000 combined single limit per occurrence.

(d) Excess Liability Insurance over that required in (a) through (c) above, with minimum limits of $5,000,000 and specifically including CRE's contractual liability.

6) Assignment/Non-Transferable. The Parties agree that this Agreement will not assigned or transferred by either Party; except that CRE may assign this Agreement to any third party in connection with such third party's purchase of the Property from CRE.

Attachment: 2020 11 04 Facilities Agree. CRE-Celina (Facilities Agreement between the City and CRE for Christmas on the Square)

7) Successors and Assigns. The Parties, and their partners, subcontractors, executors, officers, agents, employees, representatives, and administrators and their authorized successors and assigns, are hereby bound to the terms and conditions of this Agreement.

8) Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via facsimile, electronic mail or a hand–delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

If to the City, to:

City of Celina, Texas
c/o City Manager
142 N. Ohio St.
Celina, Texas 75009
Jlaumer@celina-tx.gov.

If to the CRE, to:

Celina Real Estate, LLC.
16400 Dallas Parkway, Suite 100
Dallas, Texas 75248
Attn: Doug Smith
dougsmith@elandenergy.com
Fax: 214-368-5415

With a copy to:

Van Nichols
1341 S. Preston Rd., Suite C
Celina, Texas 75009
vannichols@aol.com
Fax: 972-382-4774

Each party has the right to change, from time to time, its notice addresses by giving at least 10 days written notice to the other parties.

9) No Additional Waiver Implied. The failure of any party to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of the future

Attachment: 2020 11 04 Facilities Agree. CRE-Celina (Facilities Agreement between the City and CRE for Christmas on the Square)

performance of such provision by the other parties.

10) Reservation of Rights. All rights, powers, privileges and authority of the parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the parties and, from time to time, may be exercised and enforced by the parties.

11) Construction and Venue. This Agreement is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Texas, as such laws are now in effect and venue for any action shall lie only in Collin County, Texas.

12) Cumulative Remedies. All rights and remedies of the parties under this Agreement shall be cumulative, and none shall exclude any other right or remedy provided by law, or by any other provisions of the Agreement. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

13) Immunity. The Parties agree that the City of Celina has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

14) Waiver of Breach. A waiver by either party of a breach of the Agreement by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Agreement.

15) Parties Bound. The Agreement shall be binding upon, and inure to the benefit of, the parties to the Agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

16) No Third-Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third-party beneficiaries by entering into this Agreement.

17) Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of the parties.

18) Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified, amended or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto. The subject matter of this Agreement is for the use of the identified property only and not any other matters that may exist between the parties past, present or future.

19) Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

20) Counterparts. This Agreement may be executed in a number of identical counterparts,

Attachment: 2020 11 04 Facilities Agree. CRE-Celina (Facilities Agreement between the City and CRE for Christmas on the Square)

each of which shall be deemed an original for all purposes. A facsimile or other electronic signature will also be deemed to constitute an original if properly executed.

21) Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

22) Force Majeure. Neither CRE nor the City of Celina shall be required to perform any term, condition, or covenant in the Agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, and any other cause not reasonably within the control of the party and which by the exercise of due diligence the party is unable, wholly or in part, to prevent or overcome.

23) Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by the parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

24) Savings/Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

25) Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its legal counsel.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement in multiple copies, each of equal dignity.

Accepted and executed as of the 9th day of November, 2021~~0~~.

Formatted: Superscript

CITY OF CELINA

Attachment: 2020 11 04 Facilities Agree. CRE-Celina (Facilities Agreement between the City and CRE for Christmas on the Square)

By:_____
Jason Laumer, City Manager

CELINA REAL ESTATE, LLC,,
a Texas limited partnership,
by OGA General LLC, its General Partner,
by Eland Energy, Inc., its Manager

By:_____
Name:_____
Title:_____

Attachment: 2020 11 04 Facilities Agree. CRE-Celina (Facilities Agreement between the City and CRE for Christmas on the Square)

Exhibit A

LEGAL
DESCRIPTION &
DEPICTION

WHEREAS, CRE, LLC is the owner of a parcel of land situated in Celina, Collin County, Texas, and being more particularly described as follows:

BEING 0.3329 acres, described as Property ID 978598, located at Celina Original Donation, Block 14, Lot 7 8 9 10.

Attachment: 2020 11 04 Facilities Agree. CRE-Celina (Facilities Agreement between the City and CRE for Christmas on the Square)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Manager
CC: Andy Glasgow, Director of Engineering
Date: November 9, 2021
Re: Sunset Point Lift Station Amendment 1

Action Requested:
Consider and act to authorize an amendment to the Sunset Point Lift Station agreement for engineering services in an amount not to exceed $118,640.00. (Berry)

Background Information:
On November 10, 2020 Council authorized the agreement with Pacheco Koch for design services for Sunset Point lift station and force main. The amendment includes an updated site to accommodate the necessary changes in the layout including hydraulic analysis, roadway and water design, easements, structural and electrical.

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

Alternatives:
Council may reject the authorization and direct staff.

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

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
Agreement

Staff Recommendation:
Authorize Amendment 1

AMENDMENT TO CONTRACT

Sunset Boulevard Lift Station

Amendment 1

This Agreement is made by and between the City of Celina, Texas, a home-rule municipality (hereinafter referred to as the "Owner") and **Pacheco Koch Consulting Engineers, Inc.**, (hereinafter referred to as the "Provider") for **Sunset Boulevard Lift Station**, (hereinafter referred to as the "Services"), the Owner and the Provider hereby agree as follows:

AGREEMENT

Amendment 1 modifies the following conditions to the original contract.

a. Scope of Work is amended to include:

ADDITIONAL LIFT STATION DESIGN REVISIONS: Pacheco Koch will revise the lift station plans as appropriate to reflect the shift of the site to the west after the 100% plan submittal. The lift station plan sheets will be updated to shift the proposed and re-orient the site to accommodate necessary changes in the layout to accommodate the revised location of the site. Updates shall also include all necessary structural and electrical plans.

DRAINAGE ANALYSIS:

1. Data Collection:
The CONSULTANT will obtain the available hydraulic models and any previous flood studies related to Doe Branch located in Celina Texas. We will obtain publicly available LiDAR Point Cloud data for the site. We will visit the site to review existing conditions.

Included in this item:
- Obtain available hydraulic models.
- Obtain LiDAR Point Cloud data.
- Conduct Site visit.

2. Hydraulic Analysis:
The CONSULTANT will perform a hydraulic analysis of Doe Branch. The baseline hydraulic model will be updated with field survey information and publicly available LiDAR data. We will utilize the effective FEMA peak discharges to calculate base flood elevations and floodplain inundation limits between the BNSF railroad and Oklahoma Drive (approximately 1,000 feet). Please note, the bridge opening and span of the proposed bridge is dependent on velocity, commensurate valley storage, water-surface elevations and local and federal regulations. Accordingly, we will prepare up to two (2) bridge configuration alternatives based on the hydraulic models.

Included in this item:
- Hydraulic modeling of two (2) bridge configurations
- Delineation of the existing and proposed 100-year floodplains
- Floodplain Work Maps
- Technical Documentation

Attachment: Amendment 1 (Sunset Point Lift Station Amendment 1)

3. Narrative Drainage Report:
The CONSULTANT will prepare a narrative drainage report based on the hydraulic analysis referenced above. The report will document the procedures and findings of our analysis and will be submitted to the City for approval prior to construction.

Included in this item:
- Narrative drainage report.
- Floodplain work maps.
- Technical documentation.
- Coordination with the City.

4. Letter of Map Revision (LOMR):
The CONSULTANT will provide a one-time verification survey of the drainage improvements after substantial completion of the constructed bridge improvements. We will update the hydraulic model and drainage report based on the as-built condition and submit a request for Letter of Map Revision (LOMR) to FEMA for final approval. Typical approval time of a LOMR through FEMA ranges from six (6) to eight (8) months after the improvements have been constructed.

Included in this item:
- Narrative drainage report.
- Floodplain work maps.
- Technical documentation.
- Completed FEMA application forms.
- FEMA notifications and public notices.
- Verification survey of constructed conditions.
- Coordination with FEMA and the City.

5. FEMA Review Fee - FEMA Application and review fee (As of 10/28/2021 the review fee is $8,000.00).

ROADWAY AND WATER DESIGN: Using the alignment for the future Sunset Boulevard eastbound lanes provided by the OWNER, Pacheco Koch will design a temporary road from Oklahoma Drive to the Sunset Boulevard lift station. The design will include a creek crossing of Doe Branch utilizing box culverts sized per the drainage analysis. The road section shall consist of 6" of lime stabilized subgrade and 6" of base. Plan submittals will be made at 75% and 100%. The road design will be made part of the lift station plan set and bid package.

1. Prepare 75% construction plans. Prepare the following sheets at the engineering scale indicated:
   - Quantity sheet
   - Road Layout and Control Sheet
   - Detail sheets
   - Typical Road Sections
   - Road plan and profile sheets for improvements
     - Scale 1” = 20’ Horizontal; 1” = 5’ Vertical
   - Cross Section Sheets
   - Scale 1” = 20’ Horizontal; 1” = 5’ Vertical
   - Drainage Area Map
     - Min. Scale 1” = 200’
   - Drainage Calculation Sheet

Attachment: Amendment 1 (Sunset Point Lift Station Amendment 1)

(Continued from previous page)

- Water Plan and Profile
  - Scale 1” = 20’ Horizontal; 1” = 5’ Vertical
- Erosion Control Plan

Information required can be combined on sheets if the information can be clearly shown and is approved by the OWNER project manager.

2. Prepare an estimate of construction quantities and develop the final Opinion of Probable Construction Costs.

3. Submit a PDF set of preliminary 75% plans, preliminary construction contract documents, special conditions that are not included in the OWNER’s Standard Specification Sections and final Opinion of Probable Construction Costs to the OWNER for review. One (1) set of half size (11"x17") plans will be submitted with the 75% plan submittal, if requested.

4. Meet with OWNER staff to discuss OWNER comments on 75% plans, contract documents, and Opinion of Probable Construction Cost.

5. Update estimate of final construction quantities and final Opinion of Probable Construction Cost.

6. Submit one (1) set of final plans and construction documents. All documents will be signed, sealed and dated by a licensed professional engineer.

EASEMENT DOCUMENTS: Based on a boundary survey of the site prepared by our office, Pacheco Koch will prepare separate instrument dedication documents for water, sanitary sewer, storm sewer, drainage, public utility, and/or franchise utility easements required as a part of development of the site.

Included in this item:

- Dedication statements, survey exhibits and metes and bounds descriptions for each easement.
- Coordination with City and/or franchise utility company staff for review and approval of each easement.
- Coordination with Owners attorney regarding preparation of “Front End” legal documents to be prepared by the attorney.

Not included in this item:

- Coordination with property owners.
- Monumentation of easement corners.
- Preparation of “Front End” legal documents (to be provided by Owner’s attorney).

b. Compensation is amended to provide for an increase in the amount of $118,640.00 for a total maximum, not to exceed, $258,475.00.

Additional Lift Station Design Revisions	$ 21,160.00
Drainage Analysis	$ 59,750.00
Roadway and Water Design	$ 30,230.00
Easement Documents (3 @ $2,500.00 each)	$ 7,500.00
TOTAL	**$ 118,640.00**

Attachment: Amendment 1 (Sunset Point Lift Station Amendment 1)

AMENDMENT

This contract may only be amended by the written mutual agreement of both parties.

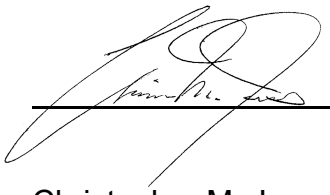
By signing below, you agree to the amendment of the original contract with the above terms. All other original terms and conditions remain the same.

CITY OF CELINA

Jason Laumer, City Manager
Printed Name & Title

Date

PACHECO KOCH CONSULTING ENGINEERS, INC.



Christopher M. Jones, P.E., DBIA, Principal
Printed Name & Title

October 28, 2021
Date

Attachment: Amendment 1 (Sunset Point Lift Station Amendment 1)

Life Connected.

Fire Department
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Mark Metdker, Public Safety Director
CC:	Jason Laumer, City Manager
Date:	November 9, 2021
Re:	This is our annual Interlocal Cooperation Agreement for Fire and EMS with Denton County

Action Requested:
Consider and act upon an agreement between the City of Celina and Denton County for Fire and Emergency Medical Services (Metdker)

Background Information:
this is an annual occurrence

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:

Legal Review:
N/A

Supporting Documents:
Exhibits

Staff Recommendation:
approval

THE COUNTY OF DENTON §
§ **CITY OF CELINA**
§ **AMBULANCE SERVICES**
STATE OF TEXAS §

INTERLOCAL COOPERATION AGREEMENT AMBULANCE SERVICE

THIS AGREEMENT, which has an effective date of October 1, 2021, is made and entered into by and between Denton County, Texas ("the **COUNTY**"), and the City of Celina, Texas ("the **AGENCY**").

WHEREAS, the **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County; and

WHEREAS, the **AGENCY** is a municipal corporation, duly organized and operating under the laws of the State of Texas and engaged in the provision of ambulance services and related services for the benefit of the citizens of the City of Celina; and

WHEREAS, the **AGENCY** is an owner and operator of certain ambulance vehicles and other equipment designed for the transportation of persons who are sick, infirmed or injured and has in its employ trained personnel whose duties are related to the treatment of said individuals and the use of such vehicles and equipment; and

WHEREAS, the **COUNTY** desires to obtain emergency ambulance and related services for the benefit of residents of the **COUNTY** living in unincorporated areas of the **COUNTY** which the **AGENCY** is capable of providing; and

WHEREAS, the provision of emergency ambulance and related services is a governmental function that serves the public health and welfare and is of mutual concern to both the **COUNTY** and the **AGENCY;** and

WHEREAS, the **COUNTY** desires to expend County funds to defray the expense of establishing, operating and maintaining emergency ambulance services in the County; and

WHEREAS, the **COUNTY** and the **AGENCY** mutually desire to be subject to and contract pursuant to the provisions of Texas Government Code, Chapter 791 and Texas Health and Safety Code, Section 774.003, and

Attachment: 2021-2022 Celina Ambulance (Fire/EMS ILA with Denton County)

NOW THEREFORE, the **COUNTY** and the **AGENCY,** in consideration of the mutual promises, covenants, and Agreements stated herein, agree as follows:

I.
TERM

The term of this Agreement shall be for the period beginning of October 1, 2021, and ending on September 30, 2022.

II.
DEFINITIONS

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

A. "Emergency" shall mean any circumstance that calls for immediate action and in which the element of time in transporting the sick, wounded or injured for medical treatment is essential to the health or life of a person or persons. Whether an emergency, in fact, exists is solely up to the discretion of the **AGENCY**. For dispatch purposes only, "emergency" shall include, but not be limited to:

1. The representation by the individual requesting ambulance service that an immediate need exists for the transportation of a person from any location within the agreed operating area of the **AGENCY** to a place where emergency medical treatment may be obtained; or

2. The representation by the individual requesting ambulance service that an immediate need exists for the transportation of a person from any location within the agreed operating area of the **AGENCY** to the closest medical facility.

B. “Rural area” means any area within the boundaries of the **COUNTY,** but outside the corporate limits of all incorporated cities, towns and villages within the **COUNTY**.

C. “Urban area” means any area within the corporate limits of an incorporated city, town or village within the **COUNTY.**

D. “Emergency ambulance call” means a response to a request for ambulance service by the personnel of the **AGENCY** in a situation involving an emergency, as defined above, by an ambulance vehicle. A single response to a call may involve the transportation of more than one person at a time, but shall be considered as only one call.

Attachment: 2021-2022 Celina Ambulance (Fire/EMS ILA with Denton County)

III.
SERVICES

The services to be rendered under this Agreement by the **AGENCY** are the ambulance services normally rendered by the **AGENCY** to citizens of City of Celina in circumstances of emergency, but which services will now be extended to all citizens of the **COUNTY** residing in the unincorporated areas of the **COUNTY** within the operating territory or jurisdiction of the **AGENCY,** as agreed to by the **AGENCY** and the **COUNTY** in this Agreement and as set forth in "Exhibit A," attached hereto and incorporated herein by reference.

It is recognized that the officers and employees of the **AGENCY** have the duty and responsibility of rendering ambulance services to citizens of the **AGENCY** and the **COUNTY**. In the performance of these duties and responsibilities, it shall be within the sole responsibility and discretion of the officers and employees of the **AGENCY** to determine priorities in the dispatching and use of such equipment and personnel and the judgment of the officer or employee shall be final.

The **COUNTY** shall designate the County Judge to act on behalf of the **COUNTY** and to serve as "Liaison Officer" between the **COUNTY** and the **AGENCY**. The County Judge, or her designated substitute, shall devote sufficient time and attention to insure the performance of all duties and obligations of the **COUNTY** under this Agreement and shall provide for the immediate and direct supervision of employees, agents, contractors, sub-contractors and/or laborers of the **COUNTY** engaged in the performance of this Agreement.

IV.
PERFORMANCE OF SERVICES

The **AGENCY** shall devote sufficient time and attention to insure the performance of all duties and obligations of the **AGENCY** under this Agreement and shall provide immediate and direct supervision of the **AGENCY's** employees, agents, contractors, sub-contractors and/or laborers engaged in the performance of this Agreement for the mutual benefit of the **AGENCY** and the **COUNTY.**

Attachment: 2021-2022 Celina Ambulance (Fire/EMS ILA with Denton County)

V.
COMPENSATION

COUNTY agrees to pay to the **AGENCY** an estimated fee of $2,750.00 (amount rounded to the nearest dollar) based on a funding formula as follows:

1. A fixed sum based on a population percentage .4222 per capita; said sum computes to $745.20.

2. A fixed sum of $244.5652 per ambulance transport for an estimated maximum amount of $0.00. Said sum is based upon 0 transports made by **AGENCY** in fiscal year 2021.

2. A fixed sum based on 2.89 rural miles in the agreed operating territory; said sum computes to $2,004.60.

The first and third sums are based upon population and mileage figures obtained from the North Central Texas Council of Governments. The second sum is based upon the definition of an "ambulance call" for purposes of this Agreement. Payment shall not be allowed for any instance in which a patient is not transported. Consistent with the reporting procedures described below, the **AGENCY** shall receive payment for transporting the patient regardless of the service delivery area in which the call originated.

Each emergency transport made shall be submitted on the standardized ambulance transportation reporting form approved and provided by the **COUNTY.** It shall be the responsibility of the **AGENCY** to fully complete the forms and to provide complete and accurate patient information. A list of emergency transports shall be submitted monthly by the **AGENCY**. Emergency transport forms not timely submitted shall not be considered for payment. Completed emergency transport forms may be submitted by personal delivery, U.S. Mail, facsimile or email to the office of the Denton County Fire Marshal. The date of submission shall be the date the fully documented request is received in said office.

VI.
FINANCIAL RECORDS

The **AGENCY** agrees to make its financial records available for audit and/or review by the **COUNTY,** upon request by the **COUNTY**.

Attachment: 2021-2022 Celina Ambulance (Fire/EMS ILA with Denton County)

VII.
RESPONSIBILITY OF THE COUNTY

The **COUNTY,** to the extent permitted by law, shall be responsible for the acts, omissions and negligence of all officers, employees and agents of the **COUNTY** who are engaged in the performance of this Agreement.

VIII.
RESPONSIBILITY OF THE AGENCY

The **AGENCY,** to the extent permitted by law, shall be responsible for the acts, omissions and negligence of all officers, employees and agents of the **AGENCY** who are engaged in the performance of this Agreement.

IX.
APPLICABLE LAW

The **COUNTY** and the **AGENCY** understand and agree that liability under this contract is governed by Texas Government Code, Chapter 791 and Texas Health and Safety Code, Section 774.003. This Agreement is made in contemplation of the applicability of these laws to the Agreement. Insofar as legally possible the **COUNTY** and the **AGENCY** agree to be bound by the above mentioned statutes as they exist as of the date of this Agreement.

X.
DEFAULT

In the event of default of any of the covenants herein contained, this Agreement may be terminated at the discretion of the non-defaulting party if such default continues for a period of ten (10) days after notice to the other party in writing of such default and the intent to terminate this Agreement due to the default. Unless the default is cured, this Agreement shall terminate.

XI.
TERMINATION

This Agreement may be terminated at any time by either the **COUNTY** or the **AGENCY** by giving sixty (60) days advance written notice to the other party. In the event of termination by either party, the **AGENCY** shall be compensated pro rata for all services performed to termination date together with reimbursable expenses then due as authorized by this Agreement. In the event of such termination, should the **AGENCY** be overcompensated on a pro rata basis for all services performed to the termination date and/or be overcompensated for reimbursable expenses, the **COUNTY** shall be reimbursed pro rata for all such overcompensation.

Attachment: 2021-2022 Celina Ambulance (Fire/EMS ILA with Denton County)

Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XII.
GOVERNMENTAL IMMUNITY

The fact that the **COUNTY** and the **AGENCY** accept certain responsibilities relating to the rendering of ambulance services under this Agreement as a part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and is hereby, invoked to the extent permitted under the law. Neither the **AGENCY**, nor the **COUNTY** waive, nor shall be deemed to have hereby waived any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.

XIII.
ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the **COUNTY** and the **AGENCY** and supersedes all prior negotiations, representations and Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

XIV.
LAW OF CONTRACT

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The venue for any dispute, or matter, arising under this Agreement shall lie in Denton County, Texas.

XV.
SEVERABILITY

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions of this Agreement shall remain valid and in full force and effect to the fullest extent possible.

XVI.
AUTHORITY

The undersigned officer or agents of the parties are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties**.**

Attachment: 2021-2022 Celina Ambulance (Fire/EMS ILA with Denton County)

XVII.
SERVICE AREA

Acceptance of this Agreement constitutes approval of the service area set out in attached Exhibit "A".

EXECUTED this _____ day of _____, 20____.

COUNTY:

Denton County, Texas
1 Courthouse Drive, Suite 3100
Denton, Texas 76208

By:_____
Andy Eads
Denton County Judge

AGENCY:

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

By:_____
Name _____
Title _____

ATTEST:

By:_____
Denton County Clerk

APPROVED AS TO CONTENT:

By: _____
Denton County Fire Marshal

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $_____ to accomplish and pay the obligation of Denton County under this Agreement.

_____
Denton County Auditor

Attachment: 2021-2022 Celina Ambulance (Fire/EMS ILA with Denton County)

THE COUNTY OF DENTON §
§ **CITY OF CELINA**
§ **FIRE DEPARTMENT**
STATE OF TEXAS §

INTERLOCAL COOPERATION AGREEMENT FIRE PROTECTION SERVICES

THIS AGREEMENT, which has an effective date of October 1, 2021, is made and entered into by and between Denton County, Texas ("the **COUNTY**"), and the City Celina Fire Department ("the **AGENCY**").

WHEREAS, the **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County; and

WHEREAS, the **AGENCY** is a municipal corporation, duly organized and operating under the laws of the State of Texas and engaged in the provision of fire protection services and related services for the benefit of the citizens of the City of Celina; and

WHEREAS, the **AGENCY** is the owner and operator of certain fire protection vehicles and other equipment designed for the extinguishing of fire and prevention of damage to property and injury to persons from fire and has in its employ trained personnel whose duties are related to the use of such vehicles and equipment; and

WHEREAS, the **COUNTY** and the **AGENCY** mutually desire to be subject to and contract pursuant to provisions of the Texas Government Code, Chapter 791 and the Texas Local Government Code, Chapter 352, and

NOW, THEREFORE, the **COUNTY** and the **AGENCY**, for the mutual promises, covenants, Agreements and consideration stated herein, agree as follows:

I.
TERM

The term of this Agreement shall be for the period beginning of October 1, 2021, and ending September 30, 2022.

II.
SERVICES

The services to be rendered in accordance with this Agreement by the **AGENCY** are the fire protection services normally rendered by the **AGENCY** to citizens of the City of Celina in circumstances of emergency, but which services will now be extended to all citizens of the

Attachment: 2021-2022 Celina Fire (Fire/EMS ILA with Denton County)

COUNTY residing in the unincorporated areas of the **COUNTY** within the operating territory or jurisdiction of the **AGENCY,** as agreed to by the **AGENCY** and the **COUNTY** in this Agreement and as set forth in "Exhibit A," attached hereto and incorporated herein by reference. These services are rendered in consideration of the basic funding and the separate per call fee set forth in this Agreement for the common good and benefit and to serve the public convenience and necessity of the citizens of the **COUNTY** who are not otherwise protected with respect to fire prevention, extinguishment, safety and rescue services. The services to be rendered are as follows:

A. The **AGENCY** shall make available and provide emergency fire prevention, extinguishment, safety and rescue services within the agreed or specified territory or jurisdiction of the **AGENCY**.

B. The **AGENCY** shall respond to requests for fire protection services made within the portion of the **COUNTY** designated as *"**Celina**"* as set out in Exhibit "A".

C. The **COUNTY** agrees that, in the event a fire in the **AGENCY**'s unincorporated designated area which the **AGENCY** considers to be of an incendiary nature and upon request by the **AGENCY**, the County Fire Marshal will dispatch investigation personnel to the fire scene within a response time sufficient to legally maintain and protect all evidence of said fire and will conduct all appropriate investigation and assist in the prosecution of any case of arson. The **AGENCY** shall not be responsible for investigations of suspected incendiary fires in the unincorporated areas, but shall cooperate with the County Fire Marshal in immediately relating all pertinent information possible to the investigator(s).

D. The **COUNTY** agrees that the County Fire Marshal may assist in the conduct of appropriate investigations of a fire which the **AGENCY** considers to be of incendiary nature in the **AGENCY**'s incorporated area upon request of the **AGENCY**.

E. The **AGENCY** shall submit monthly statements on the Texas Fire Incident Reporting System's standardized forms to the Denton County Fire Marshal, 3900 Morse St., 2nd Floor, Denton, Texas 76208. This form will serve as the billing statement to the **COUNTY** for reimbursement of calls made in the unincorporated area. The Denton County Fire Marshal shall provide the forms upon request from the **AGENCY**.

F. The **AGENCY,** in the performance of its duties and responsibilities under this Agreement, shall have the responsibility, within the sole discretion of the officers and employees of the **AGENCY,** except as otherwise determined by the Denton County Fire Marshal, to determine priorities in the dispatching and use of the **AGENCY's** equipment and personnel, and the judgment of any such officer or employee as to such matters shall be the final determination.

Attachment: 2021-2022 Celina Fire (Fire/EMS ILA with Denton County)

The **COUNTY** shall designate the County Judge to act on behalf of the **COUNTY** and to serve as "Liaison Officer" between the **COUNTY** and the **AGENCY**. The County Judge, or his designated substitute, shall devote sufficient time and attention to insure the performance of all duties and obligations of the **COUNTY** under this Agreement and shall provide immediate and direct supervision of employees, agents, contractors, sub-contractors and/or laborers of the **COUNTY** engaged in the performance of this Agreement for the mutual benefit of the **COUNTY** and the **AGENCY**.

III.
PERFORMANCE OF SERVICE

The **AGENCY** shall devote sufficient time and attention to insure the performance of all duties and obligations of the **AGENCY** under this Agreement and shall provide immediate and direct supervision of the **AGENCY's** employees, agents, contractors, sub-contractors and/or laborers engaged in the performance of this Agreement for the mutual benefit of the **AGENCY** and the **COUNTY**.

IV.
COMPENSATION

The **COUNTY** agrees to pay to the **AGENCY** for the full performance of services as provided in this Agreement the sum of **$10,000.00,** payable upon execution of this Agreement, and further agrees to pay the sum of **$650.00** per fire call in the designated unincorporated areas of the **COUNTY** from October 1, 2021, to September 30, 2022. The **COUNTY** anticipates the **AGENCY** to run approximately **0** fire call for a total funding of **$0.00** for fire calls. The total payments by the **COUNTY** to the **AGENCY** pursuant to this Agreement are estimated to be **$10,000.00**. The **COUNTY** will make no payment to the **AGENCY** for service provided outside the agreed service district whether by Mutual Aid Agreement or otherwise. The **AGENCY** understands and agrees that payment by the **COUNTY** to the **AGENCY** shall be made in accordance with the normal and customary processes and business procedures of the **COUNTY** and in conformance with applicable state law.

V.
FINANCIAL RECORDS

The **AGENCY** agrees to make its financial records available for audit and/or review by the **COUNTY**, upon request by the **COUNTY**.

Attachment: 2021-2022 Celina Fire (Fire/EMS ILA with Denton County)

VI.
RESPONSIBILITY OF THE COUNTY

The **COUNTY**, to the extent permitted by law, shall be responsible for the acts, negligence and omissions of all officers, employees and agents of the **COUNTY** who are engaged in the performance of this Agreement.

VII.
RESPONSIBILITY OF THE AGENCY

The **AGENCY,** to the extent permitted by law, shall be responsible for the acts, negligence and omissions of all officers, employees and agents of the **AGENCY** who are engaged in the performance of this Agreement.

VIII.
APPLICABLE LAW

The **COUNTY** and the **AGENCY** understand and agree that liability under this contract is governed by the Texas Government Code, Chapter 791 and the Texas Local Government Code, Chapter 352. This Agreement is made in contemplation of the applicability of these laws to the Agreement. Insofar as legally possible the **COUNTY** and the **AGENCY** agree to be bound by the above mentioned statutes as they exist as of the date of this Agreement.

IX.
DEFAULT

In the event of default of any of the covenants herein contained, this Agreement may be terminated at the discretion of the non-defaulting party if such default continues for a period of ten (10) days after notice to the other party in writing of such default and the intent to terminate this Agreement due to the default. Unless the default is cured, this Agreement shall terminate.

X.
TERMINATION

This Agreement may be terminated any time, by either the **COUNTY** or the **AGENCY** by giving sixty (60) days advance written notice to the other party. In the event of termination by either party, the **AGENCY** shall be compensated pro rata for all services performed to the termination date together with reimbursable expenses then due as authorized by this Agreement. In the event of such termination, should the **AGENCY** be overcompensated on a pro rata basis for all services performed to the termination date and/or be overcompensated reimbursable expenses, the **COUNTY** shall be reimbursed pro rata for all such overcompensation.

Attachment: 2021-2022 Celina Fire (Fire/EMS ILA with Denton County)

Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XI.
GOVERNMENTAL IMMUNITY

The fact that the **COUNTY** and the **AGENCY** accept certain responsibilities relating to the rendition of fire protection services under this Agreement as part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and it is hereby, invoked to the extent permitted by law. Neither the **AGENCY,** nor the **COUNTY** waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims arising from the exercise of government powers and functions.

XII.
ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the **COUNTY** and the **AGENCY** and supersedes all prior negotiations representations and Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

XIII.
LAW OF CONTRACT

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The venue for any dispute, or matter, arising under this Agreement shall lie in Denton County, Texas.

XIV.
SEVERABILITY

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.

XV.
AUTHORITY

The undersigned officer or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties.

Attachment: 2021-2022 Celina Fire (Fire/EMS ILA with Denton County)

XVI.
SERVICE AREA

Acceptance of this Agreement constitutes approval of the service area set out in attached Exhibit "A".

EXECUTED this _____ day of _____, 20____.

Denton County, Texas
1 Courthouse Drive, Suite 3100
Denton, Texas 76208

By _____
Andy Eads
Denton County Judge

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

By _____
Name _____
Celina Fire Chief

ATTEST:

By: _____
Denton County Clerk

APPROVED AS TO CONTENT:

By: _____
Denton County Fire Marshal

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $_____ to accomplish and pay the obligation of Denton County under this Agreement.

_____
Denton County Auditor

Attachment: 2021-2022 Celina Fire (Fire/EMS ILA with Denton County)

Life Connected.

Parks and Recreation
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Kim Brawner, Executive Director of Public Services
CC: Jason Laumer, City Manager
Date: November 9, 2021
Re: Marilee Settlement Agreement 6th Addendum

Action Requested:
Consider and act upon a resolution of the City of Celina, Texas approving the sixth addendum to full and final settlement agreement and release with Marilee Special Utility District f/k/a Gunter Rural Water Supply Corporation; rescinding approval of a first version of such addendum; providing for severability, savings and repealing clauses; determining open meetings laws were complied with (Marilee Sixth Addendum) (Brawner)

Background Information:
In April 2001, the City of Celina entered into a settlement agreement with Marilee SUD for the purchase of water Certificate of Convenience and Necessity (CCN) for land within the City limits. The City has amended the annexations policy and has made an addendum to this existing agreement as needed.

The 6th addendum addresses the acquisition of the CCN specific to the Creeks Point Estates annexation into the City. City Council approved the original 6th amendment in September 2021. However, Marilee legal council had changes to the agreement. City legal counsel has recommendation a resolution to approve the modifications to the 6th amendment that were approved by Marilee board.

Board Review/Citizen Input: NA

Alternatives: Council could chose to not approve resolution.

Financial Considerations: Funding for available CCN payment is available within existing fudning.

Legal Review: Legal counsel have approved and approved the amendment and the resolution.

Supporting Documents: Proposed Sixth Addendum & resolution

Staff Recommendation:

NO.401-01829-00

CITY OF CELINA, TEXAS Plaintiff	§ § § §	IN THE 401st JUDICIAL
vs.	§ §	DISTRICT COURT OF
GUNTER RURAL WATER SUPPLY CORPORATION, Defendant.	§ § §	COLLIN COUNTY, TEXAS

SIXTH ADDENDUM TO THE FULL AND FINAL SETTLEMENT AGREEMENT AND RELEASE

This Sixth Addendum is being entered into to modify the Full and Final Settlement Agreement and Release executed by the parties on April 24, 2001 (the "Agreement") in the above referenced case based on the following considerations:

WHEREAS, based on a modification of the policy of the City of Celina (the "City") relating to annexations, the City has requested that Marilee Special Utility District f/k/a Gunter Special Utility District f/k/a Gunter Rural Water Supply Corporation (the "District") modify Section C.9 of the Agreement and add Exhibit 1, attached hereto and incorporated herein for all purposes, as Exhibit "K" to the Agreement; and

WHEREAS, the District contemplates a future merger/consolidation with Mustang Special Utility District; and

WHEREAS, the City and the District have determined that it is the best interests of all concerned that Section C.9 of the Agreement be modified, that the attached Exhibit 1 should be added as Exhibit "K" to the Agreement in order to accommodate the City, and that Section H of the Agreement should be modified to provide that the Agreement binds any entities that the parties may consolidate or merge with.

NOW THEREFORE, the City and the District agree as follows:

1. Section C.9 of the Agreement is modified to provide as follows, with additions underlined (note that subsection (f) is new and prior subsections (f) and (g) now become (g) and (h)):

> "9. The term "District" shall mean Marilee Special Utility District f/k/a Gunter Special Utility District f/k/a Gunter Rural Water Supply Corporation, and being the same entity as "Gunter" or "Defendant" as

Attachment: Proposed Sixth Addendum to Settlement Agreement (Marilee Settlement Agreement 6th Addendum)

defined herein this Agreement.

(a) Except for the three subdivisions set forth above in paragraph C.8 and below in paragraph C.9.(d)-(f), Celina shall pay the District within sixty (60) days from the last of the following actions to occur: (i) the voluntary annexation of any developed areas that are within the District's CCN and (ii) Celina's initiation of water service to the areas voluntary annexed, according to the following terms:

Years	Price	
2001-2009	$750.00 per acre	$1,500.00 per meter**
2010-2019	$1250.00 per acre	$2,000.00 per meter**
2020 forward	$1750.00 per acre	$2,500.00 per meter**

** The greater of the per meter price or the per acre price for developed areas. As used herein, compensation for meters shall be determined by the number of water meters physically located on the ground within the CCN area being annexed by Celina as of the date of an annexation ordinance.

(b) Except for the three subdivisions set forth above in paragraph C.8 and below in paragraph C.9.(d)-(f), Celina shall pay the District within sixty (60) days following the involuntary annexation of any developed areas that are within the District's CCN according to the following terms:

Years	Price	
2001-2009	$750.00 per acre	$1,500.00 per meter**
2010-2019	$1250.00 per acre	$2,000.00 per meter**
2020 forward	$1750.00 per acre	$2,500.00 per meter**

** The greater of the per meter price or the per acre price for developed areas. As used herein, compensation for meters shall be determined by the number of water meters physically located on the ground within the CCN area being annexed by Celina as of the date of an annexation ordinance.

(c) Except for the property set forth below in paragraph C.9.(d)-(f), Celina shall pay the District for any undeveloped area that is located wholly or partially within the District's CCN on or before the thirtieth (30th) day following Celina's approval of a final plat of any territory located wholly or partially within the District CCN.

The amount to be paid by Celina to the District for the District's CCN for undeveloped areas will be determined by the year in

Attachment: Proposed Sixth Addendum to Settlement Agreement (Marilee Settlement Agreement 6th Addendum)

which the payment is due pursuant to the following:

Years	Price
2001-2009	$750.00 per acre
2010-2019	$1250.00 per acre
2020 forward	$1750.00 per acre

(d) Celina shall acquire from the District the portion of the District's CCN found in Exhibit "I", attached hereto and incorporated herein for all purposes, (the "2018 Territory"), upon Celina's annexation of the 2018 Territory.

(i) The District shall receive Five Hundred Dollars ($500.00) per acre for approximately 2,302 acres within the 2018 Territory for a total amount not to exceed **One Million One Hundred Fifty-One Thousand Dollars and No Cents ($1,151,000.00)** from Celina. Such payment for the 2018 Territory shall be made to the District in five (5) equal annual installments at the interest rate of zero percent (0%) per annum, with each payment equaling Two Hundred Thirty Thousand Two Hundred Dollars and No Cents ($230,200.00) due October 15th of each year, beginning October 15, 2019.

(ii) If Celina executes a development agreement with the property owner(s) of the 2018 Territory, then Celina shall pay the District full payment and/or any remaining payments for the 2018 Territory within twelve (12) months from the executed date of such development agreement.

(e) Celina shall acquire from the District the portion of the District's CCN found in Exhibit "J", attached hereto and incorporated herein for all purposes, (the "2019 Territory"), in accordance with the following:

(i) The District shall receive $1,250.00 per acre for the 35.049 acres within the 2019 Territory for a total amount of **Forty-Three Thousand Eight Hundred Eleven Dollars and Twenty-Five Cents ($43,811.25)** from Celina due on or before December 31, 2019;

(ii) The District will provide retail water service to the 2019 Territory, subject to the District's rates, rules, and regulations, until Celina is able to provide continuous and adequate water service to the 2019 Territory and has given the District at least sixty (60) days written notice prior to

Attachment: Proposed Sixth Addendum to Settlement Agreement (Marilee Settlement Agreement 6th Addendum)

Celina's intent to serve the 2019 Territory; and

(iii) The parties shall file a Joint Application to be prepared by Celina to transfer the District's CCN for the 2019 Territory to Celina. Celina shall be responsible for any fees associated with filing such Application until completion.

(f) For the property within the portion of the District's CCN described in Exhibit "K", which is attached hereto and incorporated herein for all purposes (the "Creeks Pointe Estates"), Celina shall pay the amount identified in paragraph C.9.(a) above within ninety (90) days of Celina's filing a final plat for any portion of Creeks Pointe Estates. Following the District's receipt of the payment for the CCN, the District shall continue to serve the Creeks Pointe Estates, during and after development, with water service until such time as Celina connects the Creeks Pointe Estates to Celina's water system. Celina shall give the District a one (1) years' notice of the City's connection to provide water service and, at the expiration of such one-year period, any and all infrastructure within the Creeks Pointe Estates shall become Celina's public improvements and customers shall become customers of the City. Celina will then be the sole retail water service provider to the Creeks Pointe Estates. Each party agrees to execute any documents that may be reasonably necessary to transfer ownership and service to Celina.

(g) Within ten (10) days following approval, the City will deliver to the District a true and correct copy of each final plat that is approved by the City that relates to any territory that this located wholly or partially within the District's CCN.

(h) Any payments required by this Agreement that are not paid on or before the due date will earn interest at the rate of one percent (1%) per month from and after the due date."

2. Section C. of the Agreement is modified to add a subsection 12 to provide as follows:

"12. The District agrees to disconnect water service for any of the District's customers in the Creeks Pointe Estates that receive sanitary sewer service from Celina for nonpayment of Celina's sanitary sewer bill upon written request from Celina, as authorized by Texas Water Code Section 13.250."

3. The attached "Attachment 1" to this Sixth Addendum, which depicts the

Attachment: Proposed Sixth Addendum to Settlement Agreement (Marilee Settlement Agreement 6th Addendum)

Creeks Pointe Estates, shall be added to the Agreement as Exhibit "K" of the Agreement.

4. Section H of the Agreement is modified to provide as follows:

> "It is understood and agreed that this Settlement Agreement shall be binding upon and inure to the benefit of Celina and Gunter, their successors, assigns, permitted assigns, and any entities or third parties that they consolidate or merge with. No other person or entity including but not limited to the members or water customers of Gunter and Celina is intended to benefit by or be deemed a third-party beneficiary of this Agreement."

5. The City and the District ratify, affirm and republish the Agreement, as modified herein, as a valid and enforceable agreement between the parties pursuant to its terms.

6. The undersigned, on behalf of a party to this Addendum, by their signatures, bind, covenant, represent and warrant that they have the authority of their principal to bind it to the terms, covenants and conditions of this Addendum and the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Sixth Addendum on the dates set forth in the respective acknowledgments.

CITY OF CELINA, TEXAS

By:_____
Sean Terry, Mayor

MARILEE SPECIAL UTILITY DISTRICT

By:_____
Denny Brackeen,
President of the Board of Directors

ACKNOWLEDGMENTS

Attachment: Proposed Sixth Addendum to Settlement Agreement (Marilee Settlement Agreement 6th Addendum)

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This document was acknowledged before me on the_____ day of__, 2021, by, **Sean Terry**, Mayor of the City of Celina, Texas.

_____
Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This document was acknowledged before me on the _____ day of_, 2021, by **Denny Brackeen,** President for the Board of Directors of Marilee Special Utility District.

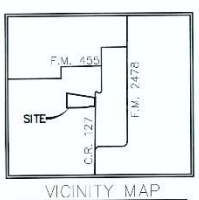
_____
Notary Public in and for the State of Texas

_____

Attachment: Proposed Sixth Addendum to Settlement Agreement (Marilee Settlement Agreement 6th Addendum)

Attachment 1

Exhibit K



VICINITY MAP
NTS

LEGEND

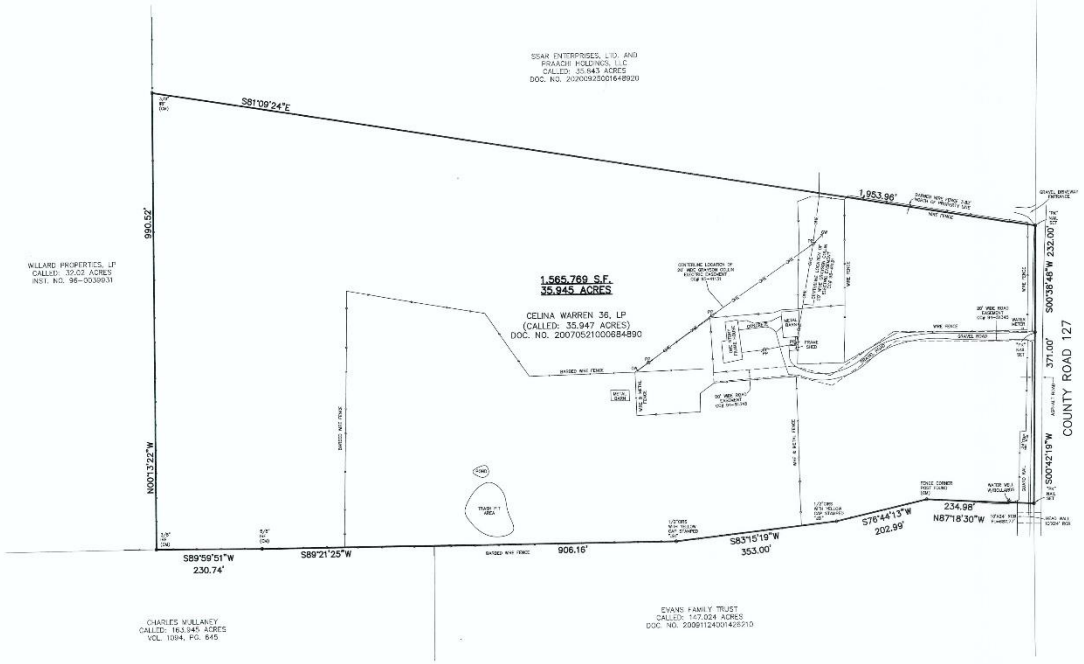
POB	POINT OF BEGINNING
IRF	IRON ROD FOUND
CIRS	CAPED IRON ROD SET
(CM)	CONTROL MONUMENT
CMP	CORRUGATED METAL PIPE
FL	FLOW LINE
PP	POWER POLE
GW	GUY WIRE
OHE	OVERHEAD ELECTRIC
RCB	REINFORCED CONCRETE BOX
S.F.	SQUARE FEET

GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft.

NOTES:

1. FLOOD STATEMENT: According to Community Panel No. 48085C0130J, dated June 2, 2009 of the Federal Emergency Management Agency, National Flood Insurance Program Map, this property is within Flood Zone "X", (areas determined to be outside 500-year floodplain), which is not a special flood hazard area. If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This statement shall not create liability on the part of the Surveyor.

2. BASIS OF BEARING: The basis of bearing is based on the coordinate system (North Central Zone 4202 state plane coordinates, NAD83), distances shown hereon are grid distance values.



LEGAL DESCRIPTION

Being a parcel of land located in Collin County, Texas, being a part of the Daniel Howell Survey, Abstract Number 394, and being all of that called 35.947 acre tract of land described in deed to Celina Warren 36, LP as recorded in Document Number 20070521000884890, Official Public Records of Collin County, Texas, and being further described as follows:

BEGINNING at a "PK" Nail set at the northeast corner of said 35.947 acre tract, said point being the southeast corner of that called 35.843 acre tract of land described in deed to SSAR Enterprises, LTD and Praachi Holdings, LLC as recorded in Document Number 20200925001648920, Official Public Records of Collin County, Texas, said point also being in the west side of asphalt paved road for (County Road 127);

THENCE along the east line of said 35.947 acre tract and along the west side of paved County Road 127 as follows:
South 00 degrees 38 minutes 48 seconds West, 232.00 feet to a "PK" Nail set for corner;
South 00 degrees 42 minutes 19 seconds West, 371.00 feet to a "PK" Nail set for corner, said point being the southeast corner of said 35.947 acre tract, said point also being the northeast corner of that called 147.024 acre tract of land described in Evans Family Trust as recorded in Document Number 20091124001428210, Official Public Records of Collin County, Texas;

THENCE along the south line of said 35.947 acre tract and along the north line of said 147.024 acre tract as follows:
North 87 degrees 18 minutes 30 seconds West, 234.98 feet to a fence corner post found for corner;
South 76 degrees 44 minutes 13 seconds West, 202.99 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;
South 83 degrees 15 minutes 19 seconds West, 353.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;
South 89 degrees 21 minutes 25 seconds West, 906.16 feet to a five-eighths inch iron rod found for corner, said point being in the north line of that called 163.945 acre tract of land described in deed to Charles Mullaney as recorded in Volume 1094, Page 645, Official Public Records of Collin County, Texas;

THENCE South 89 degrees 59 minutes 51 seconds West, 230.74 feet to a three-eighths inch iron rod found at the southwest corner of said 35.947 acre tract, said point being in the north line of said 163.945 acre tract, said point also being the southeast corner of that called 32.02 acre tract of land described in deed to Willard Properties, LP as recorded in Instrument Number 96-0039931, Official Public Records of Collin County, Texas;

THENCE North 00 degrees 13 minutes 22 seconds West, 990.52 feet to a three-eighths inch iron rod found at the northwest corner of said 35.945 acre tract, said point being in the east line of said 32.02 acre tract, said point also being the southwest corner said 35.843 acre tract;

THENCE South 81 degrees 09 minutes 24 seconds East, 1,953.96 feet along the north line of said 35.947 acre tract and along the south line of said 35.843 acre tract to the POINT OF BEGINNING and containing 1,565,769 square feet or 35.945 acres of land.

BASIS OF BEARING: The basis of bearing is based on the coordinate system (North Central Zone 4202 state plane coordinates, NAD83), distances shown hereon are grid distance values.

EASEMENT NOTES:

Reference: First American Title Guaranty Company Commitment for Title Insurance, dated effective April 26, 2021 and issued May 17, 2021 under GF No. 2018-357479-RE.

Schedule B: Note all documents listed are recorded in the Official Public Records of Collin County, Texas unless otherwise noted.

10(e) Easement to Grayson Collin Electric Cooperative, Inc. recorded in co# 95-41131 does effect subject tract as shown on survey.

10(f) Easement to Gunter Water Supply Corporation recorded in Volume 817, Page 364 does not effect subject tract.

10(g) Twenty foot wide road easement to Billy Jean Brumfield and Robert K. Brumfield recorded in co# 94-51345 does effect subject tract as shown on survey.

SURVEY CERTIFICATION

TO: Like Mind Strategy Group, Ltd., a Texas limited partnership, CELINA WARREN 36, LP, a Texas limited partnership, First American Title Guaranty Company, and Reunion Title.

This is to certify that this map or plat and the survey on which it is based substantially complies with the current Texas Society of Professional Surveyors Standards and specifications for a Category 1A Condition II Survey. The field work was completed on June 22, 2021.

Date of Plat or Map: June 28, 2021

Mark W. Harp, R.P.L.S. No.6425
June 28, 2021

STATE OF TEXAS · REGISTERED · MARK W. HARP · 6425 · PROFESSIONAL · LAND SURVEYOR

NO.	REVISION	BY	DATE

JBI PARTNERS
2121 Midway Road
Suite 300
Carrollton, Texas 75006
972.248.7676
TBPE No. F-438
TBPLS No. 10078000

LAND TITLE SURVEY 35.945 ACRES	PROJECT NO. DRW006
DANIEL HOWELL SURVEY ABSTRACT NO. 394	SHEET NO. 1 OF 1
CELINA 36	DATE JUNE 22, 2021
Celina, Collin County, Texas	

Plotted By: mharp Plot Date: 6/28/2021 10:32 AM
Drawing: N:\Projects\DRW006-35.947 Acre Tract\surveying\dwg\35.945 ACRE BOUNDARY.dwg Saved By: mharp Save Time: 6/27/2021 4:47 PM

LEGAL DESCRIPTION

Being a parcel of land located in Collin County, Texas, being a part of the Daniel Howell Survey, Abstract Number 394, and being all of that called 35.947 acre tract of land described in deed to Celina Warren 36, LP as recorded in Document Number 20070521000684890, Official Public Records of Collin County, Texas, and being further described as follows:

BEGINNING at a "PK" Nail set at the northeast corner of said 35.947 acre tract, said point being the southeast corner of that called 35.843 acre tract of land described in deed to SSAR Enterprises, LTD and Praachi Holdings, LLC as recorded in Document Number 20200925001648920, Official Public Records of Collin County, Texas, said point also being in the west side of asphalt paved road for (County Road 127);

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South 00 degrees 42 minutes 19 seconds West, 371.00 feet to a "PK" Nail set for corner, said point being the southeast corner of said 35.947 acre tract, said point also being the northeast corner of that called 147.024 acre tract of land described in Evans Family Trust as recorded in Document Number 20091124001426210, Official Public Records of Collin County, Texas;

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South 83 degrees 15 minutes 19 seconds West, 353.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

South 89 degrees 21 minutes 25 seconds West, 906.16 feet to a five-eighths inch iron rod found for corner, said point being in the north line of that called 163.945 acre tract of land described in deed to Charles Mullaney as recorded in Volume 1094, Page 645, Official Public Records of Collin County, Texas;

THENCE South 89 degrees 59 minutes 51 seconds West, 230.74 feet to a three-eighths inch iron rod found at the southwest corner of said 35.947 acre tract, said point being in the north line of said 163.945 acre tract, said point also being the southeast corner of that called 32.02

Attachment: Proposed Sixth Addendum to Settlement Agreement (Marilee Settlement Agreement 6th Addendum)

acre tract of land described in deed to Willard Properties, LP as recorded in Instrument Number 96-0039931, Official Public Records of Collin County, Texas;

THENCE North 00 degrees 13 minutes 22 seconds West, 990.52 feet to a three-eighths inch iron rod found at the northwest corner of said 35.945 acre tract, said point being in the east line of said 32.02 acre tract, said point also being the southwest corner said 35.843 acre tract;

THENCE South 81 degrees 09 minutes 24 seconds East, 1,953.96 feet along the north line of said 35.947 acre tract and along the south line of said 35.843 acre tract to the POINT OF BEGINNING and containing 1,565,769 square feet or 35.945 acres of land.

BASIS OF BEARING: The basis of bearing is based on the coordinate system (North Central Zone 4202 state plane coordinates, NAD83), distances shown hereon are grid distance values.

Attachment: Proposed Sixth Addendum to Settlement Agreement (Marilee Settlement Agreement 6th Addendum)

RESOLUTION NO. _____

A RESOLUTION BY THE CITY OF CELINA, TEXAS APPROVING THE SIXTH ADDENDUM TO FULL AND FINAL SETTLEMENT AGREEMENT AND RELEASE WITH MARILEE SPECIAL UTILITY DISTRICT F/K/A GUNTER RURAL WATER SUPPLY CORPORATION; RESCINDING APPROVAL OF A FIRST VERSION OF SUCH ADDENDUM; PROVIDING FOR SEVERABILITY, SAVINGS AND REPEALING CLAUSES; DETERMINING OPEN MEETINGS LAWS WERE COMPLIED WITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas ("City") is a home-rule municipality pursuant to Section 5, Article XI of the Texas Constitution and exercises powers granted by the Texas Constitution and the City's Charter; and

WHEREAS, the City and Marilee Special Utility District f/k/a Gunter Rural Water Supply Corporation ("Marilee") entered into a Full and Final Settlement Agreement and Release (the "Agreement") on April 24, 2001 in case No. 401-01829-00 in the 401st District Court of Collin County; and

WHEREAS, on September 14, 2021, the city council of the City (the "City Council") approved a version of the sixth addendum to the Agreement, but such version was never signed by Marilee, and Marilee and the City (the "Parties") have subsequently revised the sixth addendum (the "Sixth Addendum"); and

WHEREAS, the City wishes to rescind its approval of the sixth addendum on September 14, 2021, and approve the revised Sixth Addendum, as attached herein as **Exhibit "A"**.

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

Section 1. Findings Incorporated. The findings recited above are incorporated as if fully set forth in the body of this Resolution.

Section 2. Rescind Approval of September 14, 2021 Version of Sixth Addendum. The City Council hereby rescinds approval of the version of the sixth addendum to the Agreement approved at the September 14, 2021 regular City Council meeting, such that it shall no longer have any force or effect.

Section 3: Sixth Addendum to Agreement. The City hereby authorizes and approves the revised Sixth Addendum to the Agreement with Marilee hereto attached as **Exhibit A** and incorporated herein.

Section 4: Severability. Should any section, subsection, sentence, clause or phrase of this Resolution be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Resolution shall remain in full force

Attachment: Resolution to approve 6th Addendum (Marilee Settlement Agreement 6th Addendum)

and effect. The City hereby declares that it would have passed this Resolution, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

Section 5: Savings/Repealing Clause. All provisions of any resolution in conflict with this Resolution are hereby repealed to the extent they are in conflict and any remaining portions of said resolutions shall remain in full force and effect.

Section 6: Open Meetings. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7: Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED, this 9th day of November, 2021.

_____
Sean Terry, Mayor

ATTEST:

_____
David Amsler, Assistant City Secretary

Attachment: Resolution to approve 6th Addendum (Marilee Settlement Agreement 6th Addendum)

Exhibit A
Sixth Addendum to Agreement

Attachment: Resolution to approve 6th Addendum (Marilee Settlement Agreement 6th Addendum)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dusty McAfee AICP, Director of Development Services
CC:	Jason Laumer, City Manager
Date:	November 9, 2021
Re:	Alcoholic Beverages Revision

Action Requested:
Consider and act upon an ordinance amending the City's Code of Ordinances, Chapter 8: Offenses and Nuisances, Article 8.09 Alcoholic Beverages, Division 2. Sale of Alcoholic Beverages. (Alcoholic Beverages Revision) (McAfee)

Background Information:
The Alcoholic Beverages section of the code ordinances is being revised.

Legal Review:
This item has been reviewed by the City Attorney.

Supporting Documents:
- Draft Ordinance
- Proposed Revisions (redlined)

Staff Recommendation:
Staff recommends approval.

CITY OF CELINA, TEXAS

ORDINANCE NO. 2021-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CITY'S CODE OF ORDINANCES, CHAPTER 8, OFFENSES AND NUISANCES; ARTICLE 8.09 ALCOHOLIC BEVERAGES; SECTION 8.09.032 SALE NEAR CHURCH, SCHOOL, HOSPITAL, DAY CARE CENTER OR CHILD CARE FACILITY; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR A PENALTY; 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 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 has determined that Section 8.09.032 of the City's Code of Ordinances adopting the statutory separation requirements between the sale alcoholic beverages by a dealer and churches, schools, hospitals, day care centers or child care facilities should be amended to avoid waste or inefficient use of land; and

WHEREAS, after due deliberation and consideration, the City Council has determined that the amendments set forth herein should be adopted, and that such amendments are in the best interest of the public health, safety and welfare of the citizens of the City.

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: Draft Ordinance (Alcoholic Beverages Revision)

SECTION 3
AMENDMENT

3.01 That the City Code of Ordinances, Chapter 8, Offenses and Nuisances, Article 8.09 Alcoholic Beverages, Section 8.09.032 Sale Near Church, School, Hospital, Day-Care Center or Child-Care Facility subsection (a) is hereby amended to read as follows:

"(a) The sale of liquor is prohibited by a dealer whose premises are located within:

(1) Three hundred feet of a church, public or private school, or public hospital;

(2) One thousand feet of a public school, if the City Council receives a request of a school district under section 38.007, Education Code; or

(3) One thousand feet of a private school if the City Council receives a request from the governing body of the private school."

3.02 That the City Code of Ordinances, Chapter 8, Offenses and Nuisances, Article 8.09 Alcoholic Beverages, Section 8.09.032 Sale Near Church, School, Hospital, Day-Care Center or Child-Care Facility subsection (b) is hereby amended to read as follows:

"(b) (1) The measurement of the distance between the place of business where liquor is sold and the church or public hospital shall be along the property lines of the street front and from front door to front door, and in a direct line across intersections.

(2) The measurement of the distance between the place of business where liquor is sold and the public or private school shall be in a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections; or, if the permit or license holder is located on or above the fifth story of a multi-story building, in a direct line from the property line of the public or private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.

(3) Every applicant for an original liquor license or permit for a location with a door by which the public may enter the place of the business of the applicant that is within 1,000 feet of the nearest property line of a public or private school, measured along street lines and directly across intersections, must give written notice of the application to officials of the public or private school before filing the application with the state alcoholic beverage commission. A copy of the notice must be submitted to the state alcoholic beverage commission with the application. This requirement does not apply to a permit or license covering premises where minors are prohibited from entering the premises under section 109.53 of the Texas Alcoholic Beverage Code.

3.03 All other articles, chapters, sections, paragraphs, sentences, phrases and words are not amended but are hereby ratified and affirmed.

Attachment: Draft Ordinance (Alcoholic Beverages Revision)

SECTION 4
PENALTY

Any person, firm or corporation violating any part of this article shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to a fine not to exceed the sum of $500.00 for each offense. Each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 5
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 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 6
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, "Article 8.09, Alcoholic Beverages" 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 maybe prosecuted until final disposition by the court.

SECTION 7
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 while 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.

Attachment: Draft Ordinance (Alcoholic Beverages Revision)

SECTION 8
PUBLICATION

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 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 the 9th day of November, 2021.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Vicki Tarrant, City Secretary
City of Celina, Texas

APPROVED AS TO FORM:

Passed and Adopted this _____ day of _____, 2021.

Attachment: Draft Ordinance (Alcoholic Beverages Revision)

CITY OF CELINA, TEXAS

ORDINANCE NO. 2021-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CITY'S CODE OF ORDINANCES, CHAPTER 8, OFFENSES AND NUISANCES; ARTICLE 8.09 ALCOHOLIC BEVERAGES; SECTION 8.09.032 SALE NEAR CHURCH, SCHOOL, HOSPITAL, DAY CARE CENTER OR CHILD CARE FACILITY; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR ~~AMENDMENT TO THE CODE OF ORDINANCES~~A PENALTY; 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 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 has determined that ~~certain provisions regarding~~Section 8.09.032 of the City's Code of Ordinances adopting the statutory separation requirements between the sale alcoholic beverages by a dealer ~~offenses and nuisances~~ and churches, schools, hospitals, day care centers or child care facilities should be amended ~~are in the best interest of the City~~ to avoid waste or inefficient use of land; and

WHEREAS, after due deliberation and consideration, the City Council has determined that the amendments set forth herein should be adopted, and that such amendments are in the best interest of the public health, safety and welfare of the citizens of the City.

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: Proposed Revisions (redlined) (Alcoholic Beverages Revision)

SECTION 3
AMENDMENT

3.01 That the City Code of Ordinances, Chapter 8, Offenses and Nuisances, Article 8.09 Alcoholic Beverages, Section 8.09.032 Sale Near Church, School, Hospital, Day-Care Center or Child-Care Facility subsection (a) is hereby amended to read as follows:

"(a) The sale of liquor is prohibited by a dealer whose premises are located within:

(1) Three hundred feet of a church, public or private school, or public hospital;

(2) One ~~hundred~~thousand feet of a public school, if the City Council receives a request of a school district under section 38.007, Education Code; or

(3) One thousand feet of a private school if the City Council receives a request from the governing body of the private school."

3.02 That the City Code of Ordinances, Chapter 8, Offenses and Nuisances, Article 8.09 Alcoholic Beverages, Section 8.09.032 Sale Near Church, School, Hospital, Day-Care Center or Child-Care Facility subsection (b) is hereby amended to read as follows:

"(b) (1) The measurement of the distance between the place of business where liquor is sold and the church or public hospital shall be along the property lines of the street front and from front door to front door, and in a direct line across intersections.

(2) The measurement of the distance between the place of business where liquor is sold and the public or private school shall be in a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections; or, if the permit or license holder is located on or above the fifth story of a multi-story building, in a direct line from the property line of the public or private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.

(3) Every applicant for an original liquor license or permit for a location with a door by which the public may enter the place of the business of the applicant that is within 1,000 feet of the nearest property line of a public or private school, measured along street lines and directly across intersections, must give written notice of the application to officials of the public or private school before filing the application with the state alcoholic beverage commission. A copy of the notice must be submitted to the state alcoholic beverage commission with the application. This requirement does not apply to a permit or license covering premises where minors are prohibited from entering the premises under section 109.53 of the Texas Alcoholic Beverage Code.

~~3.03 That the City Code of Ordinances, Chapter 8, Offenses and Nuisances, Article 8.09 Alcoholic Beverages, Section 8.09.032 Sale Near Church, School, Hospital, Day-Care Center or Child-Care Facility subsection (c) is hereby amended to read as follows:~~

Attachment: Proposed Revisions (redlined) (Alcoholic Beverages Revision)

~~"(e) Subsections (a)(2) and (a)(3) do not apply to the holder of:~~

~~(1) A retail on-premises consumption permit or license if less than 50% of the gross receipts for the premises is from the sale or service of liquor;~~

~~(2) A retail off-premises consumption permit or license if less than 50% of the gross receipts for the premises, excluding the sale of items subject to the motor fuels tax, is from the sale or service of liquor; or~~

~~(3) A wholesaler's, distributor's, brewer's, distiller's and rectifier's, winery, wine bottler's, or manufacturer's permit or license, or any other license or permit held by a wholesaler or manufacturer as those words are ordinarily used and understood in chapter I 02 of the Texas Alcoholic Beverage Code.~~

3.043 All other articles, chapters, sections, paragraphs, sentences, phrases and words are not amended but are hereby ratified and affirmed.

SECTION 4
PENALTY

Any person, firm or corporation violating any part of this article shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to a fine not to exceed the sum of $500.00 for each offense. Each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 45
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 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~~6
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,

Attachment: Proposed Revisions (redlined) (Alcoholic Beverages Revision)

"Article 8.09, Alcoholic Beverages" 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 maybe prosecuted until final disposition by the court.

SECTION ~~6~~7
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 while 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~~8
PUBLICATION

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 ~~8~~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 ~~9~~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 the 9th day of November, 2021.

_____
Sean Terry, Mayor
City of Celina, Texas

Attachment: Proposed Revisions (redlined) (Alcoholic Beverages Revision)

ATTEST:

_____
Vicki Tarrant, City Secretary
City of Celina, Texas

APPROVED AS TO FORM:

Passed and Adopted this _____ day of _____, 2021.

Attachment: Proposed Revisions (redlined) (Alcoholic Beverages Revision)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Manager
CC: Karla Stovall, Assistant City Manager
Date: November 9, 2021
Re: IT Managed Services

Action Requested:
Consider and act to authorize IT Services with Sequel Data Systems, Inc., through a cooperative contract with The Interlocal Purchasing System (TIPS) in an amount not to exceed $100,000. (Berry)

Background Information:
Staff requests authorization to procure IT Services to assist in the management of servers, network devices, help desk services, various projects, and on-site staffing through the following cooperative agreement.

TIPS - Contract #: 210101
State of Texas DIR - Contract DIR-CPO-4553 (Temporary Staffing)

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

Alternatives:
Council may reject the purchase and direct staff.

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

Supporting Documents:
Quote

Staff Recommendation:
Authorize the purchase as recommended.

Sequel Data Systems Inc.

Managed Services
Prepared for City of Celina

Prepared By: Jonathan Clifton

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

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

Details of Managed Services

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

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

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

Attachment: Sequel Managed Services for City of Celina v1.1 (IT Managed Services - Sequel)

Managed Service Core Elements

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

Response Time based on Priority Level

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

Attachment: Sequel Managed Services for City of Celina v1.1 (IT Managed Services - Sequel)

Preventative Maintenance Checklist Included with Managed Services

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

Attachment: Sequel Managed Services for City of Celina v1.1 (IT Managed Services - Sequel)

Out of scope

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

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

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

Attachment: Sequel Managed Services for City of Celina v1.1 (IT Managed Services - Sequel)

Pricing

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

Managed Services Pricing (Monthly):

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

Project Hours / Best Practices Recommendations Pricing:

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

Problem Escalation and Resolution Managed Service Technician:

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

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

Attachment: Sequel Managed Services for City of Celina v1.1 (IT Managed Services - Sequel)

Security Monitoring Pricing:

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

Temporary Staffing

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

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

Attachment: Sequel Managed Services for City of Celina v1.1 (IT Managed Services - Sequel)

Terms and Conditions

Terms: This agreement is for 12 months and can be canceled at any time with 30 days written notice from either party. Sequel will invoice Client, at Terms Net 30, for the services performed under this agreement. Prompt payments are greatly appreciated, but in the event that there is a delay, there will be a 1.5% penalty.

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

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

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

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

Attachment: Sequel Managed Services for City of Celina v1.1 (IT Managed Services - Sequel)

Managed Services Acceptance

		City of Celina **Managed Services** **Proposal ID:** OP-202195 **June 17, 2021**	
Services by: **Sequel, Inc.** By: _____ Authorized signature		*Agreed to by:* **City of Celina** By: _____ Authorized signature	
Name: Date: Phone: E-mail:	Jonathan Clifton Jonathan.clifton@Shadowits.com	Name Date: Phone: E-mail:	

Effective Start Date: _____, 2021

Effective Renewal Date: _____, 2021

Attachment: Sequel Managed Services for City of Celina v1.1 (IT Managed Services - Sequel)

Appendix A: Client Responsibilities and Assumptions

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

Attachment: Sequel Managed Services for City of Celina v1.1 (IT Managed Services - Sequel)

Appendix B: Matrix of Projects Versus Tickets

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

Attachment: Sequel Managed Services for City of Celina v1.1 (IT Managed Services - Sequel)

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

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

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

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

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

Contact Info

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

Attachment: Sequel Managed Services for City of Celina v1.1 (IT Managed Services - Sequel)

Appendix D: Process for Project Requests

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

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

New Project Request Details
Impact of Not Approving New Project Request
Estimated Price for Project *This is only an estimate. In the event that during the quoting and purchasing process, if costs are higher, we will request approval for the difference.

Client Approval Section			
Approver Name:		Approver Title:	
Signature:		Date:	
____ Approved ____Not Approved			

Attachment: Sequel Managed Services for City of Celina v1.1 (IT Managed Services - Sequel)

Appendix E: Business Relationship Management

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

Sequel will do the following:

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

Client will do the following:

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

Attachment: Sequel Managed Services for City of Celina v1.1 (IT Managed Services - Sequel)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	November 9, 2021
Re:	Belknap Tract - DA Termination

Action Requested:
Consider and act to authorize the City Manager to partially terminate the agreements by and between the City of Celina and C and C Land, LLC. (Belknap Tract - DA Termination) (Mohan)

Applicant
C and C Land, LLC
4925 Greenville Ave., Suite 604
Dallas, TX 75206

Background:
The Development Agreement approved in September 2021 supersedes the previously signed pre-annexation agreement. This is the termination agreement. Please refer to the attachment for additional information.

Supporting Documents:
- Proposed Agreement

Staff Recommendation:
Staff recommends approval as presented.

"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 SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER."

PARTIAL TERMINATION OF CHAPTER 43 AND CHAPTER 212 TEXAS LOCAL GOVERNMENT CODE DEVELOPMENT AND SERVICES AGREEMENTS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This Partial Termination of Chapter 43 and Chapter 212 Texas Local Government Code Development and Services Agreements ("Release Agreement") is executed by the City of Celina, Texas (the "City") and C and C Land, LLC, a Texas limited liability company (the "Owner") to be effective on the date upon which the Owner acquires fee simple title to the CC Property (hereinafter defined) ("Effective Date").

RECITALS

A. By that certain Chapter 43 Local Government Code Development Agreement, filed on November 29, 2017, in Document Number 20171129001579510 of the Official Public Records of Collin County, Texas, certain restrictive covenants, rights, and obligations relating to annexation were created affecting the real property described in **Exhibit A** attached hereto and made a part hereof.

B. By that certain Chapter 43 and Chapter 212 Texas Local Government Code Development and Services Agreement, dated August 5, 2019, and filed on October 21, 2019, in Document Number 20191021001322220 of the Official Public Records of Collin County, Texas, certain restrictive covenants, rights, and obligations relating to annexation were created affecting the real property described in **Exhibit B** attached hereto and made a part hereof.

C. By that certain Chapter 43 and Chapter 212 Texas Local Government Code Development and Services Agreement, dated August 5, 2019, and filed on October 21, 2019, in Document Number 20191021001322230 of the Official Public Records of Collin County, Texas, certain restrictive covenants, rights, and obligations relating to annexation were created affecting the real property described in **Exhibit C** attached hereto and made a part hereof.

D. By that certain Chapter 43 and Chapter 212 Texas Local Government Code Development and Services Agreement, dated August 5, 2019, and filed on October 21, 2019, in Document Number 20191021001322240 of the Official Public Records of Collin County, Texas, certain restrictive covenants, rights, and obligations relating to annexation were created affecting the real property described in **Exhibit D** attached hereto and made a part hereof (all four Development Agreements in Sections A, B, C and D being collectively referred to as the "Belknap Development

Attachment: Proposed Agreement (Belknap Tract - DA Termination)

Agreements"), (the properties described in **Exhibit A**, **Exhibit B**, **Exhibit C** and **Exhibit D** being collectively referred to as the "Property").

E. Owner is acquiring a 262.80 acre portion of the Property from the Owner, which property is more fully described in **Exhibit E** and further generally depicted in the attached **Exhibit E-1**, and includes a portion of the Property (the "CC Property").

F. The City and CCD—Coit Land, LLC entered into that certain Development Agreement dated September 14, 2021, and filed on September 28, 2021, in Document Number 20210928001972960 of the Official Public Records of Collin County, Texas (the "CCD Belknap Development Agreement"), and Owner anticipates becoming a party to the CCD Belknap Development Agreement by assignment. The CCD Belknap Development Agreement supersedes and replaces the Belknap Development Agreements.

G. Subject to the acquisition of the CC Property by Owner or its successors and assigns, Owner and the City desire to terminate the Belknap Development Agreements only as to the CC Property.

NOW THEREFORE in consideration of *Ten and No/100 Dollars* ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Immediately following the acquisition of the CC Property by Owner or its successors and assigns, Owner and the City hereby terminate the Belknap Development Agreements, and all restrictive covenants, rights, and obligations arising under the Belknap Development Agreement, only as to the portion of the Property included in the CDC Property.
2. This Release Agreement shall become effective on the Effective Date. If Owner does not acquire fee simple ownership of the CC Property by December 17, 2021, this Release Agreement shall be void ab initio and the Belknap Development Agreements shall remain in full force and effect as to the Property.
3. The terms and provisions of this instrument shall be binding upon and inure to the benefit of Owner, the City, and their respective successors and assigns.
4. This Release Agreement shall not affect the balance of the Property covered by the Belknap Development Agreements and not a part of the CDC Property. The terms of the Belknap Development Agreements shall continue to be in full for and effect as to the portion of the Property excluded from the CC Property.
5. This Release Agreement shall not be filed in the county land records until Owner acquires the CC Property.

[Signature pages follow]

Attachment: Proposed Agreement (Belknap Tract - DA Termination)

EXECUTED effective as of the _____ day of _____, 2021.

The City:

CITY OF CELINA, TEXAS

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2021, by _____, _____ of the City of Celina, Texas, on its behalf.

_____
Notary Public, State of Texas

Attachment: Proposed Agreement (Belknap Tract - DA Termination)

Owner:

C and C LAND, LLC,
a Texas limited liability company

By:_____
Name:_____
Title: Co-Manager

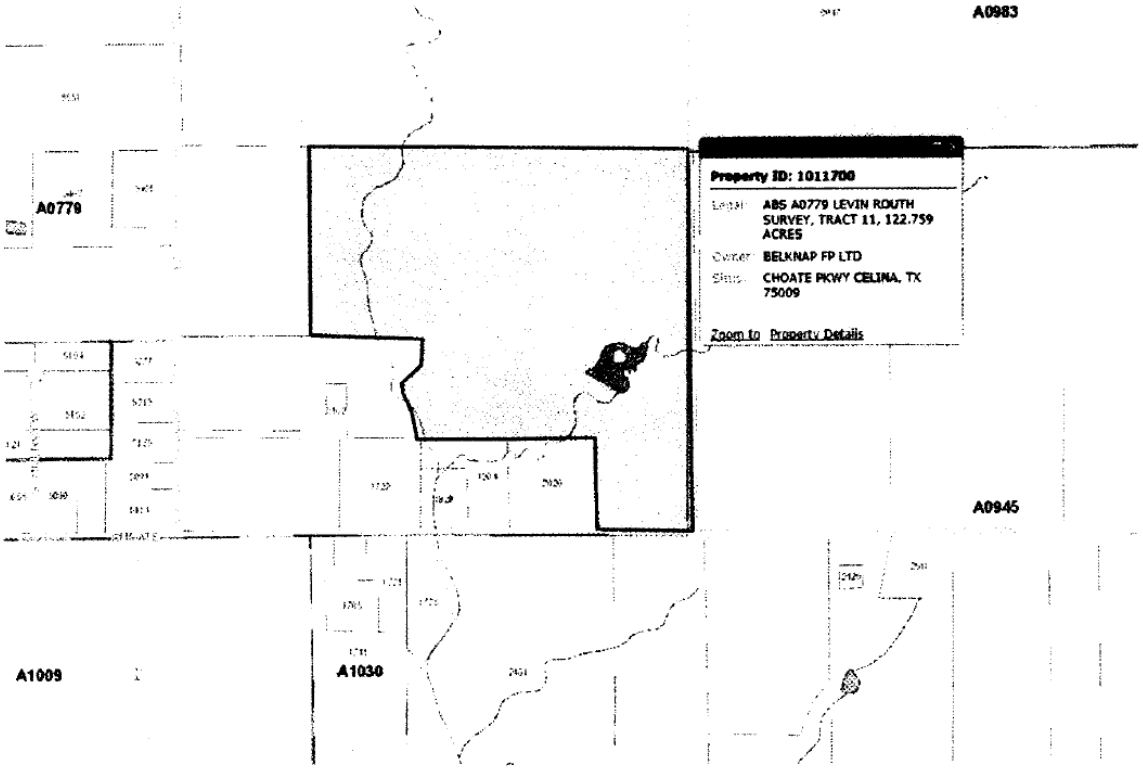
STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2021, by_____, Co-Manager of C and C Land, LLC, a Texas limited liability company, on its behalf.

_____
Notary Public, State of Texas

Attachment: Proposed Agreement (Belknap Tract - DA Termination)

Exhibit A



Attachment: Proposed Agreement (Belknap Tract - DA Termination)

Exhibit B

[See attached.]

Attachment: Proposed Agreement (Belknap Tract - DA Termination)

Being a 38.11 - acre portion of the following:

Being a tract of land located in the Levin Bouth Survey, Abstract 779, and the Coleman Watson Survey, Abstract 945, Collin County, Texas, being the property described in deed from Frederick G. Mulsen, Trusteee, to Michael L. Minzer Trust No. 1 and Trust No. 7, recorded in Volume 1375, Page 867 of the Deed Records of Collin County, Texas, and being described more particularly as follows:

Beginning at a steel rod on the center line of an undedicated Public Road, hereinafter called Watson Road, said center line being the dividing line between the south line of said Routh Survey and the most westerly north line of said Watson Survey, said beginning point being the southeast corner of the 19.061 acre tract conveyed to Buster Webb, et ux, by deed recorded in Volume 790, Page 249 of said Deed Recrods, and being 2972.7 feet East of the intersection of said center line with the center line of an undedicated Public Road running northerly, hereinafter called Routh Road;

Thence N 00° 02' E, along the east line of said Webb Tract, at 20.00 feet passing a steel rod on the north line of Watson Road, and continuing along an old fence and hedge, in all a distance of 668.1 feet to a steel rod found for corner;

Thence S 89° 49' W, along the general line of the remnants of the old fence along the north line of said Webb tract, crossing Wilson Creek, a distance of 1275.12 feet to a steel rod found about half way up to west bank of Wilson Creek, the northwest corner of said Webb tract and a corner on the easterly line of the Third Tract conveyed To L. L. Lowin by deed recorded in Volume 200, page 501 of said Deed Records:

Thence northerly, along the general line of the old crooked fence on the dividing line between the easterly line of said Lewis tract and westerly lines of said Minzer tract,

N 12° 00' W, 92.5 feet,
N 15° 44' W, 100.0 feet,
N 25° 21' W, 147.00 feet,
N 03° 21' W, 60. Feet,
N 47° 15' E, 190.8 feet, and
N 00° 11' W, 151.2 feet to a steel rod for corner,

the northeast corner of said Lewis tract;

Attachment: Proposed Agreement (Belknap Tract - DA Termination)

Thence N 89° 18' W, along the general line of the old Crooked fence and hedge on the north line of the Third and First tracts of the Third tract in said Lewis deed, a distance of 762.7 feet to a steel rod found in the top of an old tols d' are post, the southeast corner of the tract conveyed to James. F. Tunnell by deed recorded in Volume 798, Page 610 of said Deed Records, being 957.9 Feet N 89° 63' E from the center line of Routh Road;

Thence N 00° 26' W, partly along the remnants of the old Fence on the east line of said Tunnell tract, a distance of 1309.9 feet to a steel rod for corner, the northeast corner of said Tunnell tract on the south line of the tract, known as 63 acres, conveyed to Mrs. Cladya M. Lewis by Partition Deed recorded in Volume 398. Page 332 of said Deed Records, and being 945.7 feet S 89 27 E from the center line of Routh Road;

Thence S 89° 34' E, along the old fence and hedge along the line known as the south line of the north half of the Routh Survery, passing the southeast corner of said Mrs. Cladya M. Lewis tract and the southwest corner of the Second tract in deed to Clara McAdams recorded in Volume 679, Page L02 of said Deed Records, passing the east line of the Routh Survey and continuing along the dividing line between the north line of the Watson Survey and the south line of the J. H. Wilmeth Survey, Abstract 983, a distance of 1085.0 feet to an angle in said line;

Thence N 89° 45' E, along said old fence and hedge, along the south line of the First Tract in said Clara McAdams deed, being along said survey dividing line, a distance of 2811.6 feet to a steel rod by old post, the northwest corner of the second 45.5 acre tract described in deed to Herman Robinson recorded in Volume 706, Page 534 of said Deed Records;

Thence S 00° 11' E, along the west lines of the Secont and First tracts in said Robinson deed, at 261.3 feet passing a steel rod by old bois d'arc post on the north line of Watson Road, in all 2663 feet to a steel rod for corner on the center line of Watson Road;

Thence West, along the center line of Watson Road, passing The southeast corner of said Routh Survey, and continuing Along the dividing line between the south line of the Routh Survey and the most westerly north line of the Watson Survey, in all a distance of 3882.5 feet to the place of beginning;

Containing 317.729 acres of land including 1.793 acres in the north half of Watson Road.

Attachment: Proposed Agreement (Belknap Tract - DA Termination)

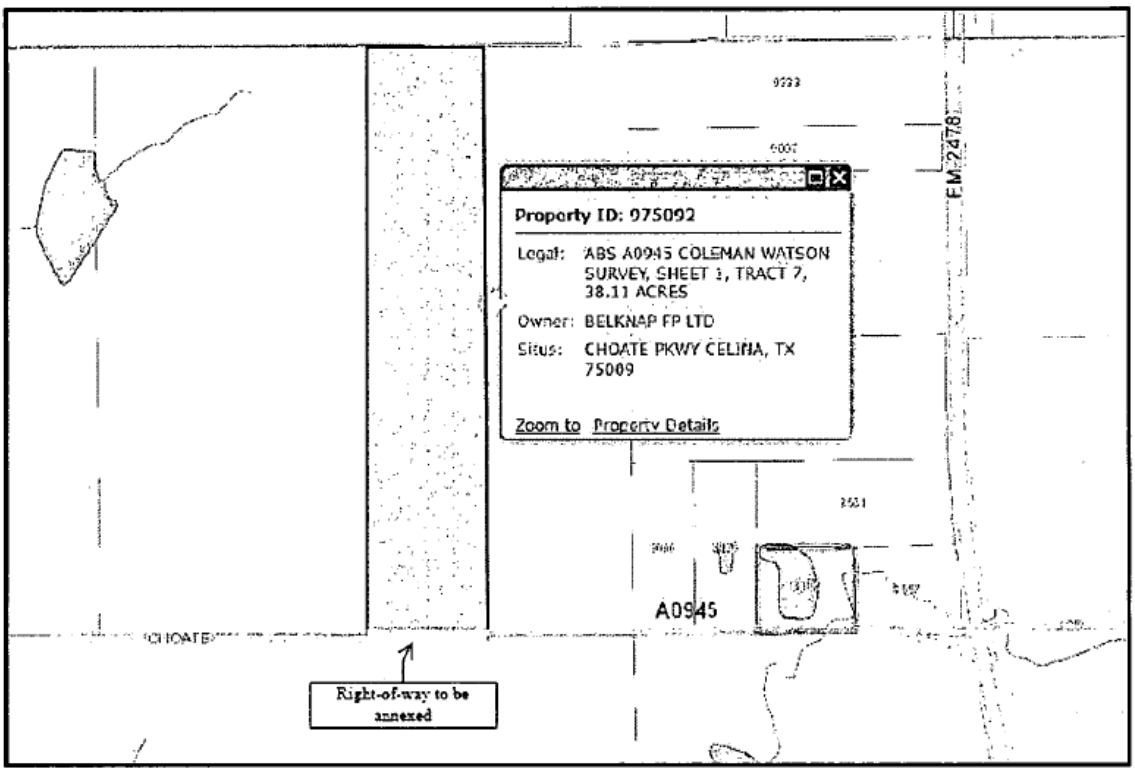

Property ID: 975092
Legal: ABS A0945 COLEMAN WATSON SURVEY, SHEET 1, TRACT 7, 38.11 ACRES
Owner: BELKNAP FP LTD
Situs: CHOATE PKWY CELINA, TX 75009
Zoom to Property Details
FM 2478
A0945
CHOATE
Right-of-way to be annexed

Exhibit C

[See attached.]

Attachment: Proposed Agreement (Belknap Tract - DA Termination)

Being a 78.73 - acre portion of the following:

Being a tract of land located in the Levin Bouth Survey, Abstract 779, and the Coleman Watson Survey, Abstract 945, Collin County, Texas, being the property described in deed from Frederick G. Mulsen, Trusteee, to Michael L. Minzer Trust No. 1 and Trust No. 7, recorded in Volume 1375, Page 867 of the Deed Records of Collin County, Texas, and being described more particularly as follows:

Beginning at a steel rod on the center line of an undedicated Public Road, hereinafter called Watson Road, said center line being the dividing line between the south line of said Routh Survey and the most westerly north line of said Watson Survey, said beginning point being the southeast corner of the 19.061 acre tract conveyed to Buster Webb, et ux, by deed recorded in Volume 790, Page 249 of said Deed Recrods, and being 2972.7 feet East of the intersection of said center line with the center line of an undedicated Public Road running northerly, hereinafter called Routh Road;

Thence N 00° 02' E, along the east line of said Webb Tract, at 20.00 feet passing a steel rod on the north line of Watson Road, and continuing along an old fence and hedge, in all a distance of 668.1 feet to a steel rod found for corner;

Thence S 89° 49' W, along the general line of the remnants of the old fence along the north line of said Webb tract, crossing Wilson Creek, a distance of 1275.12 feet to a steel rod found about half way up to west bank of Wilson Creek, the northwest corner of said Webb tract and a corner on the easterly line of the Third Tract conveyed To L. L. Lowin by deed recorded in Volume 200, page 501 of said Deed Records:

Thence northerly, along the general line of the old crooked fence on the dividing line between the easterly line of said Lewis tract and westerly lines of said Minzer tract,

N 12° 00' W, 92.5 feet,
N 15° 44' W, 100.0 feet,
N 25° 21' W, 147.00 feet,
N 03° 21' W, 60. Feet,
N 47° 15' E, 190.8 feet, and
N 00° 11' W, 151.2 feet to a steel rod for corner,

the northeast corner of said Lewis tract;

Attachment: Proposed Agreement (Belknap Tract - DA Termination)

Thence N 89° 18' W, along the general line of the old Crooked fence and hedge on the north line of the Third and First tracts of the Third tract in said Lewis deed, a distance of 762.7 feet to a steel rod found in the top of an old tols d' are post, the southeast corner of the tract conveyed to James. F. Tunnell by deed recorded in Volume 798, Page 610 of said Deed Records, being 957.9 Feet N 89° 63' E from the center line of Routh Road;

Thence N 00° 26' W, partly along the remnants of the old Fence on the east line of said Tunnell tract, a distance of 1309.9 feet to a steel rod for corner, the northeast corner of said Tunnell tract on the south line of the tract, known as 63 acres, conveyed to Mrs. Cladya M. Lewis by Partition Deed recorded in Volume 398. Page 332 of said Deed Records, and being 945.7 feet S 89 27 E from the center line of Routh Road;

Thence S 89° 34' E, along the old fence and hedge along the line known as the south line of the north half of the Routh Survery, passing the southeast corner of said Mrs. Cladya M. Lewis tract and the southwest corner of the Second tract in deed to Clara McAdams recorded in Volume 679, Page L02 of said Deed Records, passing the east line of the Routh Survey and continuing along the dividing line between the north line of the Watson Survey and the south line of the J. H. Wilmeth Survey, Abstract 983, a distance of 1085.0 feet to an angle in said line;

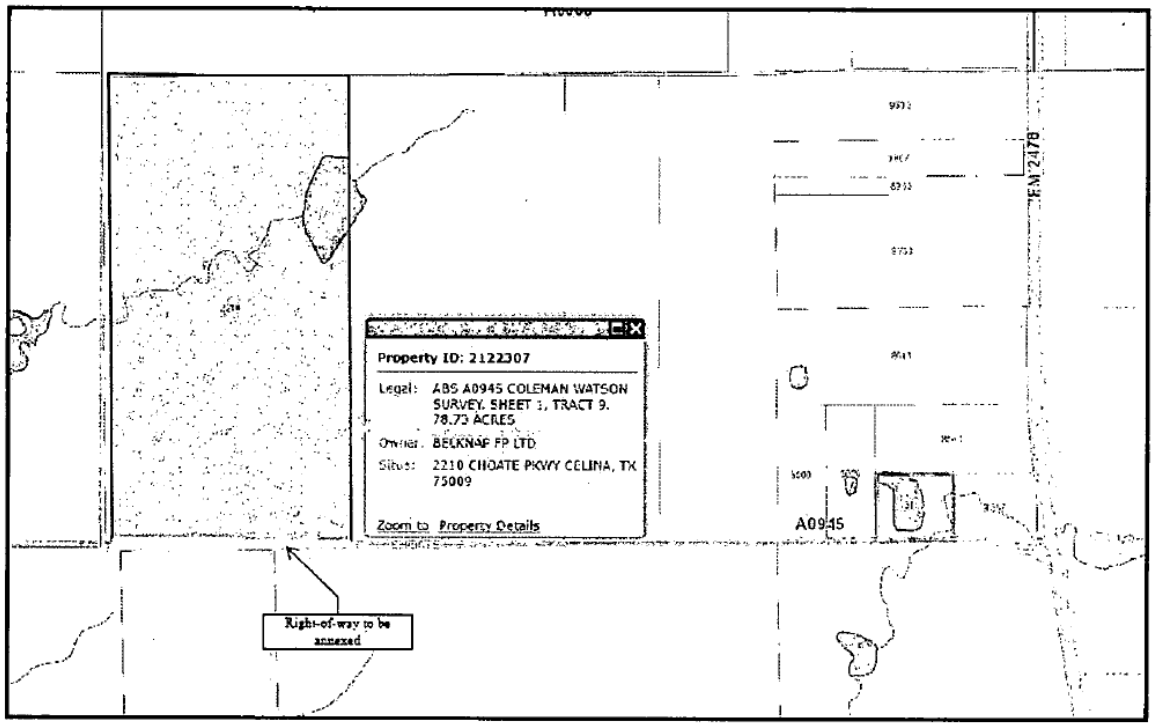
Thence N 89° 45' E, along said old fence and hedge, along the south line of the First Tract in said Clara McAdams deed, being along said survey dividing line, a distance of 2811.6 feet to a steel rod by old post, the northwest corner of the second 45.5 acre tract described in deed to Herman Robinson recorded in Volume 706, Page 534 of said Deed Records;

Thence S 00° 11' E, along the west lines of the Secont and First tracts in said Robinson deed, at 261.3 feet passing a steel rod by old bois d'arc post on the north line of Watson Road, in all 2663 feet to a steel rod for corner on the center line of Watson Road;

Thence West, along the center line of Watson Road, passing The southeast corner of said Routh Survey, and continuing Along the dividing line between the south line of the Routh Survey and the most westerly north line of the Watson Survey, in all a distance of 3882.5 feet to the place of beginning;

Containing 317.729 acres of land including 1.793 acres in the north half of Watson Road.

Attachment: Proposed Agreement (Belknap Tract - DA Termination)



Attachment: Proposed Agreement (Belknap Tract - DA Termination)

Exhibit D

[See attached.]

Being a 76.22 - acre portion of the following:

Being a tract of land located in the Levin Bouth Survey, Abstract 779, and the Coleman Watson Survey, Abstract 945, Collin County, Texas, being the property described in deed from Frederick G. Mulsen, Trusteee, to Michael L. Minzer Trust No. 1 and Trust No. 7, recorded in Volume 1375, Page 867 of the Deed Records of Collin County, Texas, and being described more particularly as follows:

Beginning at a steel rod on the center line of an undedicated Public Road, hereinafter called Watson Road, said center line being the dividing line between the south line of said Routh Survey and the most westerly north line of said Watson Survey, said beginning point being the southeast corner of the 19.061 acre tract conveyed to Buster Webb, et ux, by deed recorded in Volume 790, Page 249 of said Deed Recrods, and being 2972.7 feet East of the intersection of said center line with the center line of an undedicated Public Road running northerly, hereinafter called Routh Road;

Thence N 00° 02' E, along the east line of said Webb Tract, at 20.00 feet passing a steel rod on the north line of Watson Road, and continuing along an old fence and hedge, in all a distance of 668.1 feet to a steel rod found for corner;

Thence S 89° 49' W, along the general line of the remnants of the old fence along the north line of said Webb tract, crossing Wilson Creek, a distance of 1275.12 feet to a steel rod found about half way up to west bank of Wilson Creek, the northwest corner of said Webb tract and a corner on the easterly line of the Third Tract conveyed To L. L. Lowin by deed recorded in Volume 200, page 501 of said Deed Records:

Thence northerly, along the general line of the old crooked fence on the dividing line between the easterly line of said Lewis tract and westerly lines of said Minzer tract,

N 12° 00' W, 92.5 feet,
N 15° 44' W, 100.0 feet,
N 25° 21' W, 147.00 feet,
N 03° 21' W, 60. Feet,
N 47° 15' E, 190.8 feet, and
N 00° 11' W, 151.2 feet to a steel rod for corner,

the northeast corner of said Lewis tract;

Attachment: Proposed Agreement (Belknap Tract - DA Termination)

Thence N 89° 18' W, along the general line of the old Crooked fence and hedge on the north line of the Third and First tracts of the Third tract in said Lewis deed, a distance of 762.7 feet to a steel rod found in the top of an old tols d' are post, the southeast corner of the tract conveyed to James. F. Tunnell by deed recorded in Volume 798, Page 610 of said Deed Records, being 957.9 Feet N 89° 63' E from the center line of Routh Road;

Thence N 00° 26' W, partly along the remnants of the old Fence on the east line of said Tunnell tract, a distance of 1309.9 feet to a steel rod for corner, the northeast corner of said Tunnell tract on the south line of the tract, known as 63 acres, conveyed to Mrs. Cladya M. Lewis by Partition Deed recorded in Volume 398. Page 332 of said Deed Records, and being 945.7 feet S 89 27 E from the center line of Routh Road;

Thence S 89° 34' E, along the old fence and hedge along the line known as the south line of the north half of the Routh Survery, passing the southeast corner of said Mrs. Cladya M. Lewis tract and the southwest corner of the Second tract in deed to Clara McAdams recorded in Volume 679, Page L02 of said Deed Records, passing the east line of the Routh Survey and continuing along the dividing line between the north line of the Watson Survey and the south line of the J. H. Wilmeth Survey, Abstract 983, a distance of 1085.0 feet to an angle in said line;

Thence N 89° 45' E, along said old fence and hedge, along the south line of the First Tract in said Clara McAdams deed, being along said survey dividing line, a distance of 2811.6 feet to a steel rod by old post, the northwest corner of the second 45.5 acre tract described in deed to Herman Robinson recorded in Volume 706, Page 534 of said Deed Records;

Thence S 00° 11' E, along the west lines of the Secont and First tracts in said Robinson deed, at 261.3 feet passing a steel rod by old bois d'arc post on the north line of Watson Road, in all 2663 feet to a steel rod for corner on the center line of Watson Road;

Thence West, along the center line of Watson Road, passing The southeast corner of said Routh Survey, and continuing Along the dividing line between the south line of the Routh Survey and the most westerly north line of the Watson Survey, in all a distance of 3882.5 feet to the place of beginning;

Containing 317.729 acres of land including 1.793 acres in the north half of Watson Road.

Attachment: Proposed Agreement (Belknap Tract - DA Termination)

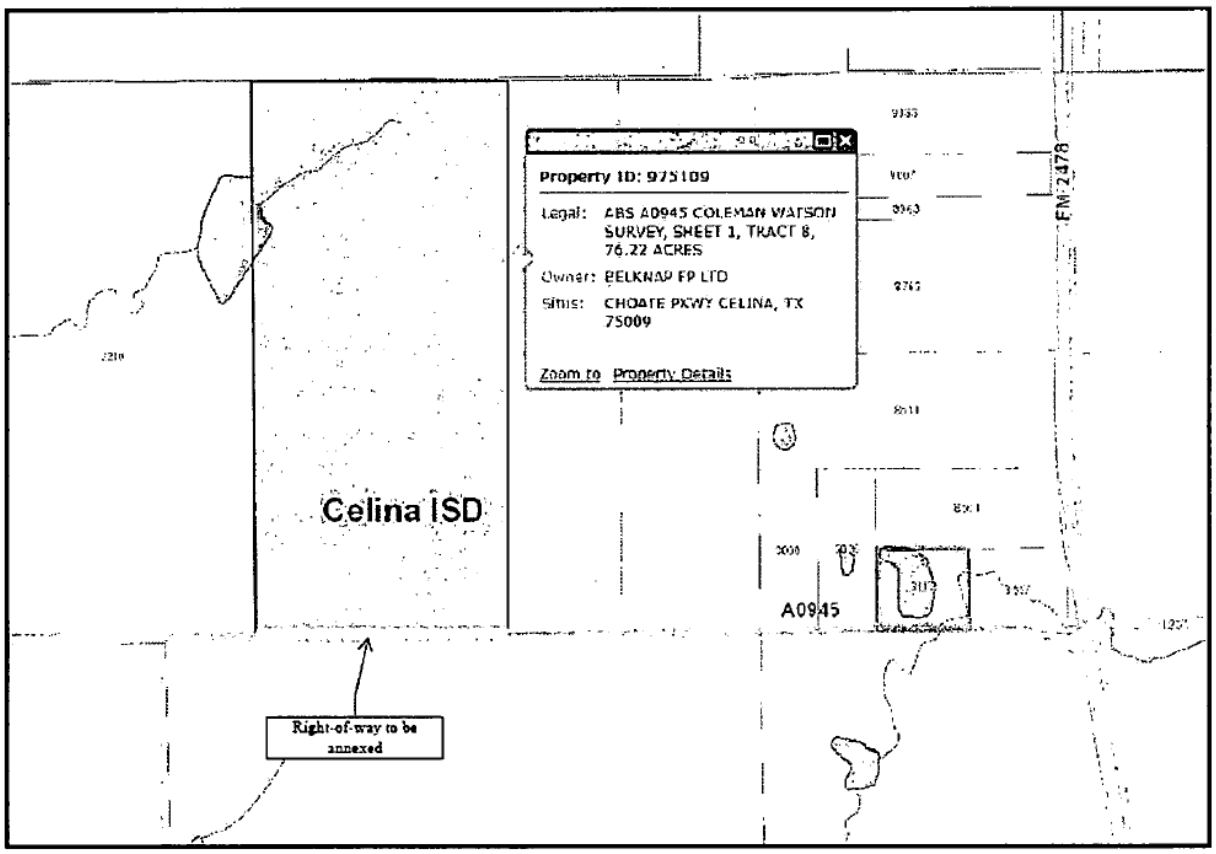

Property ID: 975109
Legal: ABS A0945 COLEMAN WATSON SURVEY, SHEET 1, TRACT 8, 76.22 ACRES
Owner: BELKNAP FP LTD
Situs: CHOATE PKWY CELINA, TX 75009
Zoom to Property Details
Celina ISD
A0945
FM 2478
Right-of-way to be annexed

Exhibit E
CC Property Depiction

TRACT 1:

Being a lot, tract or parcel of land situated in the Levin Routh Survey, Abstract No. 779, Collin County, Texas, and being a portion of a tract of land conveyed to Belknap FP, LTD. by deed recorded in Volume 4288, Page 156, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point for corner, said corner being the Northeast corner of a tract of land conveyed to Celina Stone, LLC by deed recorded in Instrument No. 20160916001237420, Official Public Records, Collin County, Texas, said corner being along the South line of a tract of land conveyed to Celina Land Development LLC by deed recorded in Instrument No. 20190111000037300, Official Public Records, Collin County, Texas;

THENCE South 89 degrees 49 minutes 05 seconds East along the South line of said Celina Land Development LLC tract, a distance of 667.80 feet to a point for corner, said corner being the approximate center of Wilson Creek;

THENCE with the meanders along said Wilson Creek, the following courses and distances:

South 05 degrees 57 minutes 15 seconds West, a distance of 53.11 feet to a point for corner;
South 19 degrees 02 minutes 00 seconds West, a distance of 64.03 feet to a point for corner;
South 33 degrees 34 minutes 41 seconds West, a distance of 58.70 feet to a point for corner;
South 48 degrees 44 minutes 51 seconds West, a distance of 49.50 feet to a point for corner;
South 61 degrees 13 minutes 34 seconds West, a distance of 140.62 feet to a point for corner;
South 21 degrees 42 minutes 17 seconds West, a distance of 37.63 feet to a point for corner;
South 41 degrees 53 minutes 46 seconds West, a distance of 62.56 feet to a point for corner;
South 05 degrees 15 minutes 11 seconds West, a distance of 100.51 feet to a point for corner;
South 18 degrees 02 minutes 45 seconds East, a distance of 83.17 feet to a point for corner;
South 26 degrees 35 minutes 57 seconds East, a distance of 72.88 feet to a point for corner;
South 05 degrees 54 minutes 58 seconds West, a distance of 44.42 feet to a point for corner;
South 39 degrees 55 minutes 54 seconds West, a distance of 76.01 feet to a point for corner;
South 13 degrees 44 minutes 38 seconds East, a distance of 54.55 feet to a point in the North right of way line of Collin County Outer Loop (500 foot right of way), as described in deed to Collin County, recorded in Instrument No. 20191003001242980, Official Public Records, Collin County, Texas, said point being the beginning of a non-tangent curve to the right, having a radius of 4720.50 feet, a central angle of 04 degrees 47 minutes 57 seconds, a chord bearing of South 82 degrees 39 minutes 37 seconds West, a chord distance of 395.29 feet;

THENCE along said curve to the right and the North right of way line of said Collin County Outer Loop, an arc length of 395.40 feet to a point for corner, said corner being the Southeast corner of said Celina Stone, LLC tract;

THENCE North 00 degrees 41 minutes 05 seconds West along the East line of said Celina Stone,

Attachment: Proposed Agreement (Belknap Tract - DA Termination)

LLC tract, a distance of 796.58 feet to the POINT OF BEGINNING and containing 364,421 square feet or 8.37 acres of land.

TRACT 2:

Being a lot, tract or parcel of land situated in the Levin Routh Survey, Abstract No. 779, Collin County, Texas, and being a portion of a tract of land conveyed to Belknap FP, LTD. by deed recorded in Volume 4288, Page 156, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a point for corner, said corner being the Northeast corner of a tract of land conveyed to Celina Stone, LLC by deed recorded in Instrument No. 20160916001237420, Official Public Records, Collin County, Texas, said corner being along the South line of a tract of land conveyed to Celina Land Development LLC by deed recorded in Instrument No. 20190111000037300, Official Public Records, Collin County, Texas;

THENCE South 89 degrees 49 minutes 05 seconds East along the South line of said Celina Land Development LLC tract, a distance of 667.80 feet to a point for corner and the POINT OF BEGINNING of herein described tract;

THENCE South 89 degrees 49 minutes 05 seconds East along the South line of said Celina Land Development LLC tract and a tract of land conveyed to The Parks at Wilson Creek, L.P. by deed recorded in Instrument No. 20130830001229380, Official Public Records, Collin County, Texas, a distance of 1847.20 feet to a point for corner, said corner being along the Northwest right of way line of Collin County Outer Loop (500 foot right of way), as described in deed to Collin County, recorded in Instrument No. 20191003001242980, Official Public Records, Collin County, Texas, said point being the beginning of a non-tangent curve to the left, having a radius of 4044.50 feet, a central angle of 01 degrees 19 minutes 12 seconds, a chord bearing of South 68 degrees 35 minutes 53 seconds West, a chord distance of 93.18 feet;

THENCE along said curve to the left and the Northwest right of way line of said Collin County Outer Loop, an arc length of 93.19 feet to a point for corner;

THENCE South 67 degrees 56 minutes 17 seconds West along the Northwest right of way line of said Collin County Outer Loop, a distance of 1135.27 feet to a point for corner, said corner being the beginning of a curve to the right, having a radius of 4720.50 feet, a central angle of 12 degrees 19 minutes 22 seconds, a chord bearing of South 74 degrees 05 minutes 57 seconds West, a chord distance of 1013.30 feet;

THENCE along said curve to the right and the North right of way line of said Collin County Outer Loop, an arc length of 1015.25 feet to a point for corner, said corner being the approximate center of Wilson Creek;

THENCE with the meanders along said Wilson Creek, the following courses and distances:
North 13 degrees 44 minutes 38 seconds West, a distance of 54.55 feet to a point for corner;
North 39 degrees 55 minutes 54 seconds East, a distance of 76.01 feet to a point for corner;
North 26 degrees 35 minutes 57 seconds West, a distance of 72.88 feet to a point for corner;

Attachment: Proposed Agreement (Belknap Tract - DA Termination)

North 18 degrees 02 minutes 45 seconds West, a distance of 83.17 feet to a point for corner;
North 05 degrees 15 minutes 11 seconds East, a distance of 100.51 feet to a point for corner;
North 41 degrees 53 minutes 46 seconds East, a distance of 62.56 feet to a point for corner;
North 21 degrees 42 minutes 17 seconds East, a distance of 37.63 feet to a point for corner;
North 61 degrees 13 minutes 34 seconds East, a distance of 140.62 feet to a point for corner;
North 48 degrees 44 minutes 51 seconds East, a distance of 49.50 feet to a point for corner;
North 33 degrees 34 minutes 41 seconds East, a distance of 58.70 feet to a point for corner;
North 19 degrees 02 minutes 00 seconds East, a distance of 64.03 feet to a point for corner;
North 05 degrees 57 minutes 15 seconds East, a distance of 53.11 feet to the POINT OF BEGINNING and containing 813,634 square feet or 18.68 acres of land.

TRACT 3:

Being a lot, tract or parcel of land situated in the Levin Routh Survey, Abstract No. 779 and the Coleman Watson Survey, Abstract No. 945, Collin County, Texas, and being a portion of a tract of land conveyed to Belknap FP, LTD. by deed recorded in Volume 4288, Page 156, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found with orange cap stamped “LAMB” for corner, said corner being the Northwest corner of a tract of land conveyed to G&N Estates, LLC by deed recorded in Instrument No. 20070315000355600, Official Public Records, Collin County, Texas, said corner being the Southeast corner of Collin County Outer Loop (500 foot right of way), as described in deed to Collin County, recorded in Instrument No. 20191003001242980, Official Public Records, Collin County, Texas, said corner being the Southwest corner of Collin County Outer Loop (500 foot right of way), as described in deed to Collin County, recorded in Instrument No. 20200519000730950, Official Public Records, Collin County, Texas;

THENCE South 00 degrees 33 minutes 48 seconds East along the West line of said G&N Estates, LLC tract, a distance of 2336.50 feet to a point for corner, said corner being along the North line of a tract of land conveyed to Celina 557 Partners, L.P. by deed recorded in Instrument No. 20190205000119420, Official Public Records, Collin County, Texas, said corner being along the centerline of Choate Parkway (Public right of way);

THENCE South 89 degrees 41 minutes 21 seconds West along the North line of said Celina 557 Partners, L.P. tract and centerline of said Choate Parkway, a distance of 3885.28 feet to a 3/8 inch iron rod found for corner, said corner being the Southeast corner of a tract of land conveyed to ETS Celina LLC by deed recorded in Instrument No. 20210506000918620, Official Public Records, Collin County, Texas, said corner being along the North line of a tract of land conveyed to GRBK Edgewood LLC by deed recorded in Instrument No. 20201218002286240, Official Public Records, Collin County, Texas;

THENCE North 00 degrees 18 minutes 38 seconds West along the East line of said ETS Celina LLC tract, a distance of 668.38 feet to a 1/2 inch iron rod found for corner, said corner being the Northeast corner of Lot 1, Block 1 of Celina Commercial, an addition to Collin County, Texas, according to the plat thereof recorded in Instrument No. 20200513010001650, Official Public

Attachment: Proposed Agreement (Belknap Tract - DA Termination)

Records, Collin County, Texas;

THENCE South 89 degrees 21 minutes 10 seconds West along the North line of said Celina Commercial, a distance of 636.30 feet to a 1/2 inch iron rod found with yellow plastic cap for corner, said corner being the Northeast corner of a tract of land conveyed to Manus Chaiprasert and wife, Suwanna Chaiprasert by deed recorded in Instrument No. 20080606000688720, Official Public Records, Collin County, Texas;

THENCE South 89 degrees 44 minutes 44 seconds West along the North line of said Chaiprasert tract, a distance of 638.38 feet to a point for corner, said corner being an ell corner of a tract of land conveyed to Bellevue Partners, LTD by deed recorded in Instrument No. 20200228000283500, Official Public Records, Collin County, Texas;

THENCE North 12 degrees 18 minutes 31 seconds West along the Northeast line of said Bellevue Partners, LTD tract, a distance of 92.47 feet to a point for corner, said corner being along the East line of a tract of land conveyed to Bellevue Partners, LTD by deed recorded in Instrument No. 20191024001339900, Official Public Records, Collin County, Texas;

THENCE North 16 degrees 58 minutes 30 seconds West along the Northeast line of said Bellevue Partners, LTD tract, a distance of 100.00 feet to a point for corner;

THENCE North 25 degrees 35 minutes 30 seconds West along the Northeast line of said Bellevue Partners, LTD tract, a distance of 147.00 feet to a point for corner;

THENCE North 03 degrees 35 minutes 30 seconds West along the Northeast line of said Bellevue Partners, LTD tract, a distance of 60.00 feet to a point for corner;

THENCE North 47 degrees 00 minutes 30 seconds West along the Northeast line of said Bellevue Partners, LTD tract, a distance of 190.80 feet to a point for corner;

THENCE North 00 degrees 25 minutes 30 seconds West along an East line of said Bellevue Partners, LTD tract, a distance of 181.20 feet to a monument with square rod found for corner, said corner being the Northeast corner of said Bellevue Partners, LTD tract, said corner being along the South right of way line of Collin County Outer Loop (500 foot right of way), as described in deed to Collin County, recorded in Instrument No. 20191003001242980, Official Public Records, Collin County, Texas;

THENCE North 00 degrees 18 minutes 14 seconds West along the East line of said Collin County Outer Loop (20191003001242980), a distance of 137.85 feet to a point for corner, said corner being the beginning of a non-tangent curve to the left, having a radius of 5220.50 feet, a central angle of 09 degrees 03 minutes 07 seconds, a chord bearing of North 72 degrees 27 minutes 49 seconds East, a chord distance of 823.90 feet;

THENCE along said curve to the left and the South right of way line of said Collin County Outer Loop (20191003001242980), an arc length of 824.76 feet to a 5/8 inch iron rod found with orange cap stamped “LAMB” for corner;

Attachment: Proposed Agreement (Belknap Tract - DA Termination)

THENCE North 67 degrees 56 minutes 17 seconds East along the Southeast right of way line of said Collin County Outer Loop (20191003001242980), a distance of 1135.27 feet to a 5/8 inch iron rod found with orange cap stamped “LAMB” for corner, said corner being the beginning of a curve to the right, having a radius of 3544.50 feet, a central angle of 21 degrees 40 minutes 23 seconds, a chord bearing of North 78 degrees 46 minutes 27 seconds East, a chord distance of 1332.78 feet;

THENCE along said curve to the right and the South right of way line of said Collin County Outer Loop (20191003001242980), an arc length of 1340.76 feet to a 5/8 inch iron rod found with orange cap stamped “LAMB” for corner;

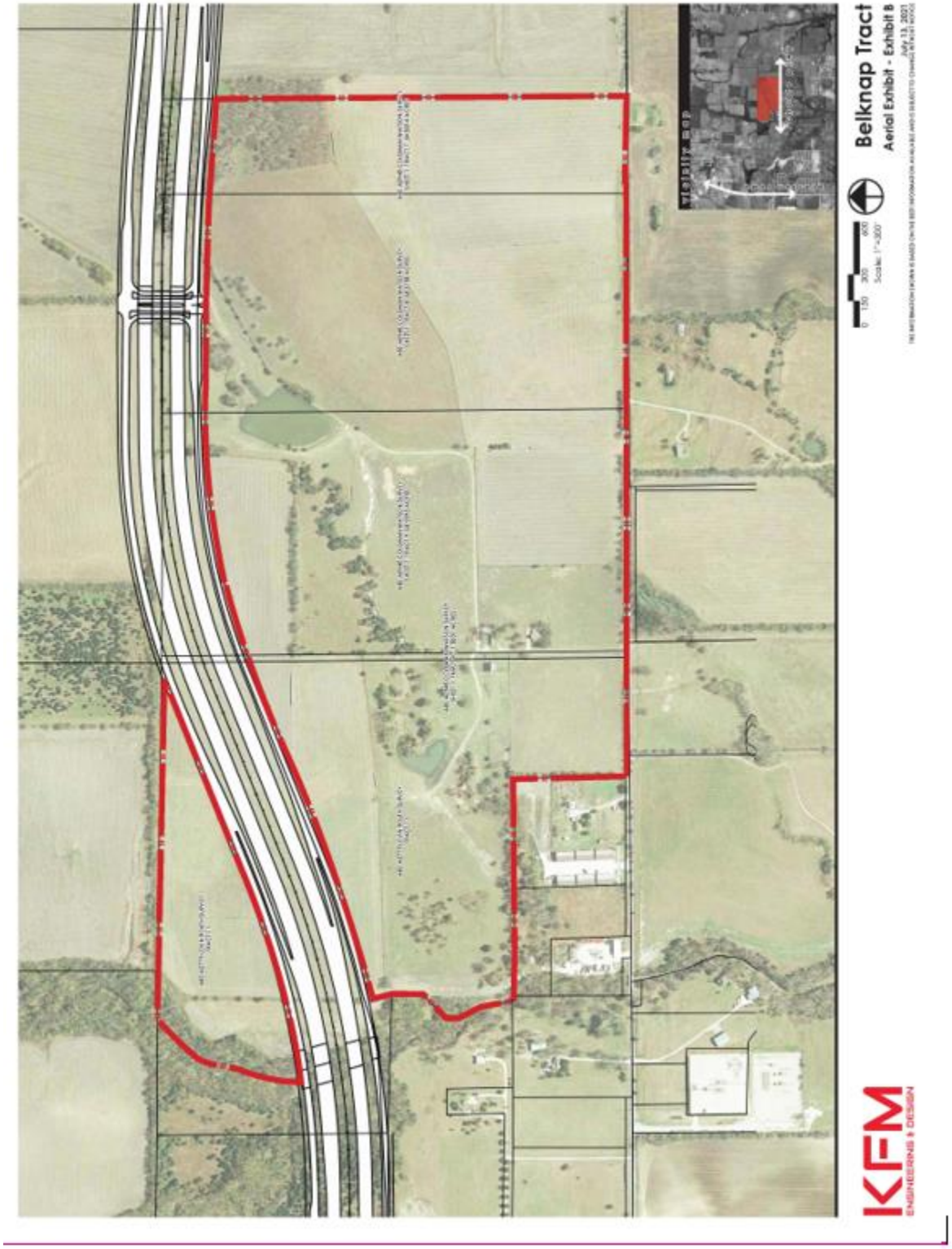
THENCE North 89 degrees 36 minutes 39 seconds East along the South right of way line of said Collin County Outer Loop (20191003001242980), a distance of 495.31 feet to a 5/8 inch iron rod found with orange cap stamped “LAMB” for corner, said corner being the beginning of a curve to the right, having a radius of 14,335.50 feet, a central angle of 05 degrees 36 minutes 26 seconds, a chord bearing of South 87 degrees 35 minutes 07 seconds East, a chord distance of 1402.41 feet;

THENCE along said curve to the right and the South right of way line of said Collin County Outer Loop (20191003001242980), an arc length of 1402.97 feet to a 5/8 inch iron rod found with orange cap stamped “LAMB” for corner, said corner being the point of reverse curvature to the left, having a radius of 14,835.50 feet, a central angle of 00 degrees 18 minutes 04 seconds, a chord bearing of South 84 degrees 55 minutes 56 seconds East, a chord distance of 77.98 feet;

THENCE along said curve to the left and the South right of way line of said Collin County Outer Loop (20191003001242980), an arc length of 77.98 feet to the POINT OF BEGINNING and containing 10,301,892 square feet or 236.50 acres of land.

Attachment: Proposed Agreement (Belknap Tract - DA Termination)

Exhibit E-1
General Depiction of CDC Property



Attachment: Proposed Agreement (Belknap Tract - DA Termination)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	November 9, 2021
Re:	Sutton Fields East - DA Termination

Action Requested:
Consider and act to authorize the City Manager to partially terminate the agreement by and between the City of Celina and MM Sutton Fields East, LLC. (Sutton Fields East – DA Termination) (Mohan)

Applicant
MM Sutton Fields East, LLC
1800 Valley View Lane, Suite 300
Farmers Branch, TX 75234

Background:
The Development Agreement approved in August 2021 supersedes the previously signed pre-annexation agreement. This is the termination agreement. Please refer to the attachment for additional information.

Supporting Documents:
- Proposed Agreement

Staff Recommendation:
Staff recommends approval as presented.

AFTER RECORDING RETURN TO:
MM Sutton Fields East, LLC
1800 Valley View Lane, Suite 300
Farmers Branch, Texas 75234

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 SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

TERMINATION OF DEVELOPMENT AND SERVICES AGREEMENT

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DENTON §

THIS TERMINATION OF DEVELOPMENT AND SERVICES AGREEMENT (this "Agreement") is made as of the 9th day of November, 2021 (the "Effective Date"), by and between the City of Celina, a Texas municipality (the "City"), and MM Sutton Fields East, LLC, a Texas limited liability company ("MM Sutton Fields").

R E C I T A L S:

WHEREAS, the City and the predecessor in interest to MM Sutton Fields, entered into that certain Development and Services Agreement, as evidenced by the Chapter 43 and Chapter 212 Texas Local Government Code Development and Services Agreement, dated December 17, 2019, and recorded February 12, 2020 under Instrument No. 2020-18764 of the Official Public Records, Denton County, Texas (the "Development and Services Agreement"). The Development and Services Agreement, among other things includes certain mutual obligations of the City and MM Sutton Fields; and

WHEREAS, the City and MM Sutton Fields subsequently entered into that certain Sutton Fields East Development Agreement executed August 12, 2021 and recorded on October 20, 2021 under Instrument No. 2021-193085 of the of the Official Public Records, Denton County, Texas (the "Development Agreement") with the intent to supersede the Development and Services Agreement; and

WHEREAS, the City and MM Sutton Fields, desire to terminate the Development and Services Agreement, effective as of the Effective Date, so that development of the property shall be governed by the Development Agreement and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Termination of the Development and Services Agreement. Subject to and in consideration of the terms and conditions of this Agreement and the Development Agreement, the Development and Services Agreement shall terminate effective as of the Effective Date, and all parties thereto shall be fully and unconditionally released and discharged from their respective obligations to

Attachment: Proposed Agreement (Sutton Fields East - DA Termination)

perform each and all of the terms, covenants and conditions set forth in the Development and Services Agreement.

2. General Provisions.

a. Entire Agreement. This Agreement contains all of the covenants, conditions and agreements between the parties and shall supersede all prior correspondence, agreements and understandings, both oral and written, in all instances with respect to the subject matter of the Development and Services Agreement.

b. Governing Law. This Agreement shall be construed and enforced in accordance with the substantive law of the State of Texas, without regard to any conflict of law provisions thereof.

c. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

d. Counterparts. This instrument may be executed in any number of counterparts and by the different parties on separate counterparts, and each such counterpart shall be deemed to be an original but all such counterparts shall together constitute one and the same agreement. The parties hereto may execute and deliver this instrument by forwarding facsimile, telefax, electronic pdf or other means of copies of this instrument showing execution by the parties sending the same. The parties agree and intend that such signature shall have the same effect as an original signature, that the parties shall be bound by such means of execution and delivery, and that the parties hereby waive any defense to validity based on any such copies or signatures.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Attachment: Proposed Agreement (Sutton Fields East - DA Termination)

CITY OF CELINA:

By: _____
Name: _____
Its: _____

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on the _____ day of _____, 2021, by _____, as _____ of the City of Celina, Texas on behalf of said city

_____
Notary Public, State of Texas

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Attachment: Proposed Agreement (Sutton Fields East - DA Termination)

MM SUTTON FIELDS:

MM Sutton Fields East, LLC,
a Texas limited liability company

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

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

By: _____
Name: Mehrdad Moayedi
Its: Manager

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2021 by Mehrdad Moayedi, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM Sutton Fields East, LLC, a Texas limited liability company on behalf of said company.

_____
Notary Public, State of Texas

Attachment: Proposed Agreement (Sutton Fields East - DA Termination)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	November 9, 2021
Re:	Northside at Rollertown - DA 4th Amendment

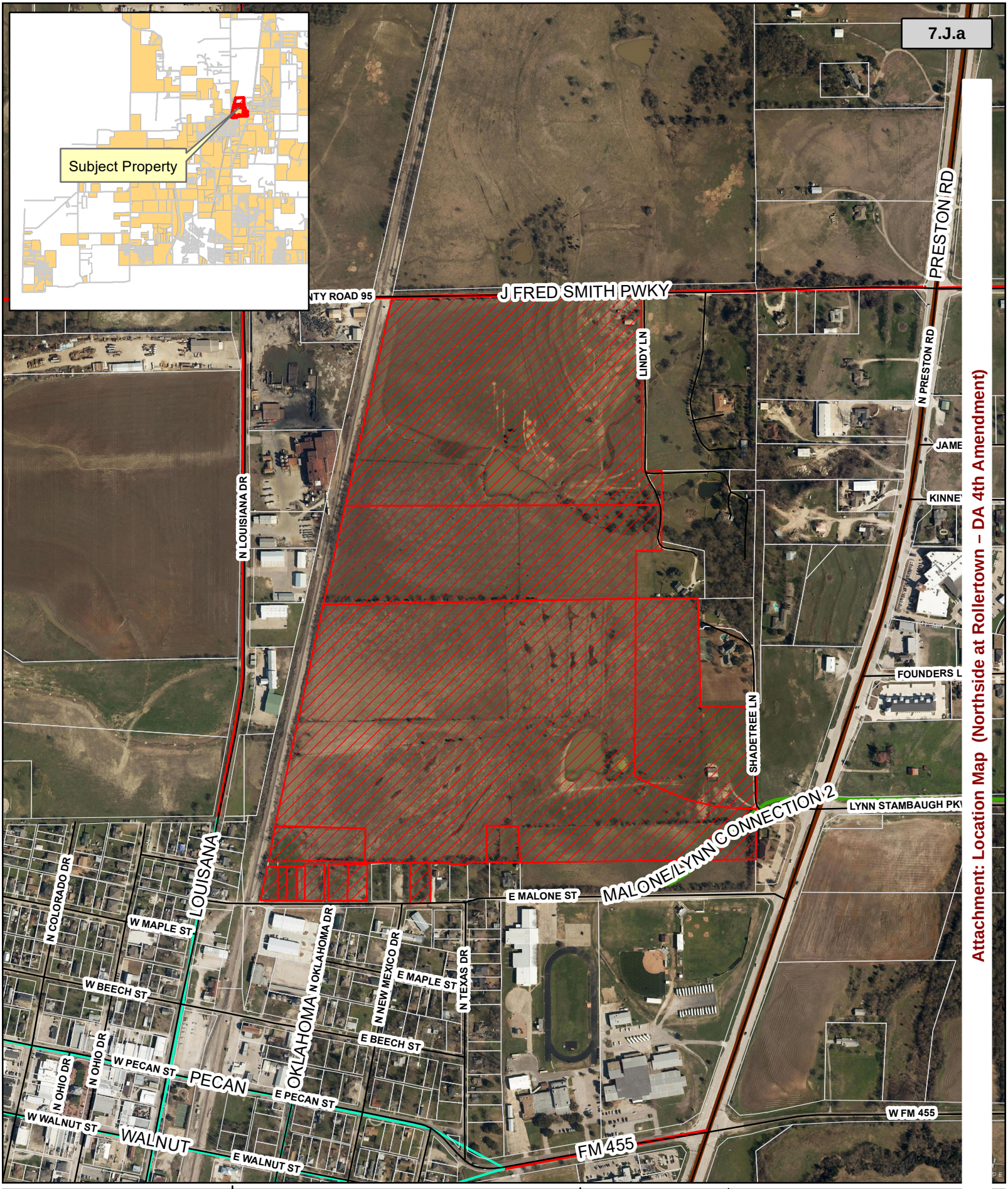
Action Requested:
Consider and act upon a request to amend a development agreement RCI-Celina 115, LP for the development of approximately 130 acres of land; generally located on the northeast corner of the BNSF Railroad and Malone Street, within the City Limits. (Northside at Rollertown - DA 4th Amendment) (Mohan)

Applicant:
RCI-Celina 115 LP
5950 Berkshire Lane, Suite 200
Dallas, TX 75225

Background:
Please refer to the attachments for additional information.

Supporting Documents:
- Location Map
- Development Agreement Amendment

Staff Recommendation:
Staff recommends approval as presented.



Attachment: Location Map (Northside at Rollertown – DA 4th Amendment)

CELINA TEXAS est. 1876
Life Connected.

Location Map
Northside at Rollertown

Date: 6/1/2020

Legend
- Roads
- Northside at Rollertown
- Parcels

N W E S

0 Feet

FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT

This Fourth Amendment to Development Agreement (this "Fourth Amendment") is made and entered into by and between the City of Celina, Texas (the "City") and RCI-Celina 115, LP, a Texas limited partnership (the "Owner"), to be effective on the date upon which the last of all of the Parties has approved and duly executed this Fourth Amendment (the "Effective Date").

RECITALS

WHEREAS, the City and RCI-Celina 115, LLC, a Texas limited liability company ("RCI LLC"), previously entered into that certain Development Agreement, effective December 12, 2019, recorded in the Official Public Records of Collin County as Instrument No. 20191219001619930 (the "Development Agreement"), as assigned by RCI LLC to the Owner, governing the development of approximately 130 acres of land (the "Property"), as described in **Exhibit A** and depicted on **Exhibit B** of the Development Agreement; and

WHEREAS, the City and the Owner entered into that certain First Amendment to Development Agreement, effective June 15, 2020; and

WHEREAS, the City and the Owner entered into that certain Second Amendment to Development Agreement, effective January 26, 2021; and

WHEREAS, the City and the Owner entered into that certain Third Amendment to Development Agreement, effective August 5, 2021; and

WHEREAS, the Owner and the City now desire to amend the Development Agreement for the purposes set forth in this Fourth Amendment; and

WHEREAS, this Fourth Amendment is entered into pursuant to Section 212.172 of the Texas Local Government Code and the Owner and the City are proceeding in reliance of the enforceability of this Fourth Amendment.

NOW, THEREFORE, for and in consideration of the mutual covenants of the City and the Owner set forth in this Fourth Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Owner hereby agree as follows:

AGREEMENT

Section 1. Roadway Improvements, Offsite Water Improvements, and Offsite Wastewater Improvements. **Exhibit E-1**, **Exhibit F** and **Exhibit G** to the Development Agreement, as amended, are hereby amended as attached hereto.

Attachment: Development Agreement Amendment (Northside at Rollertown – DA 4th Amendment)

Section 2. Construction of Malone Street. The City and the Owner hereby agree that the construction of Malone Street, as depicted on **Exhibit E-1**, shall commence with the commencement of the Owner's construction of the second phase of development of the Property. The City and the Owner hereby further agree that the Owner shall not be obligated to complete the construction of Malone Street in conjunction with the completion of the second phase of development of the Property and the City's acceptance of the lots located within the second phase of development of the Property.

Section 3. Term and $3,000,000 Capital Investment. Article V of the Development Agreement, as amended, is hereby amended in its entirety to read as follows:

"The term of this Agreement shall be for a period of fifteen (15) years after the Effective Date, except that **Exhibit D** and Section 3.4, plus all provisions of this Agreement related to **Exhibit D** and Section 3.4 shall have a term of forty-five (45) years. The Parties may extend the term of this Agreement if they execute an agreement in writing. Notwithstanding anything to the contrary in this Agreement, this Agreement shall automatically terminate, be *void ab initio* and shall be of no further force and effect if a phase 1 construction permit consisting of a minimum of 150 lots has not been issued and if a minimum of $3,000,000 of capital has not been invested in the Development by June 30, 2023 (the "Contribution Requirement"). The City hereby agrees that the Owner's costs related to the construction of the improvements to Oklahoma Drive shall be applied toward the Contribution Requirement.

Section 4. Public Parking. Section 3.6 of the Development Agreement is hereby amended in its entirety to read as follows:

"The Owner shall construct a parking lot and parallel parking spaces as described and depicted in the attached **Exhibit K**. The City hereby agrees that the parking spaces detailed in **Exhibit K** satisfy all parking obligations of the Owner relating to the Development."

Section 5. Sale of Land to City. Section 3.7 of the Development Agreement is hereby deleted and removed in its entirety.

Section 6. Public Education Support. Section 4.1 of the Development Agreement, as amended, is hereby amended by adding the following Section 4.1(e):

"(e) Public Education Support. The Owner requests, and the City agrees, that the City collect an additional One Hundred Dollars ($100.00) with every building permit application submitted to the City for new construction on the Property. No less than annually, the City shall remit the funds collected in accordance with this paragraph to the Celina Education Foundation. Further, the Owner agrees to cause the homeowners' association that the Owner intends to create over all or some of the Property (which will initially be controlled by the Owner) to approve the public educational support agreement, in a form substantially similar to the agreement attached hereto as **Exhibit L**, at the first/organization meeting of said association. In addition, when the

Attachment: Development Agreement Amendment (Northside at Rollertown – DA 4th Amendment)

Owner creates the homeowners' association, the covenants, conditions and restrictions shall contain language substantially similar to Exhibit B of **Exhibit L**."

Section 7. Credits for Taps. Pursuant to Sections 1 and 2 of the Third Amendment to the Development Agreement, the Owner shall pay $500,000 to the City for the eighteen-inch (18") offsite waterline along Louisiana Drive (the "18 Inch Line Cost"). The Owner, or an entity affiliated with the Owner, expects to make two (2) additional connections to the City's water system. The City hereby agrees to reduce the 18 Inch Line Cost by the construction costs associated with making such additional connections to the City's water system.

Section 8. Exhibits. Section 11.12 of the Development Agreement, as amended, is hereby amended to include the following exhibits, as attached hereto:

Exhibit E-1:	Roadway Improvements, as amended
Exhibit F:	Offsite Water Improvements, as amended
Exhibit G:	Offsite Wastewater Improvements, as amended
Exhibit H:	Intentionally Deleted
Exhibit K	Public Parking
Exhibit L	Form of Education Fund Agreement

Section 9. No Other Amendments. Subject to the amendments contained in this Fourth Amendment, all provisions of the Development Agreement, as amended by the First Amendment, Second Amendment and Third Amendment, remain in full force and effect.

Section 10. Counterparts. This Fourth Amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Attachment: Development Agreement Amendment (Northside at Rollertown – DA 4th Amendment)

EXECUTED by the City and the Owner on the respective dates stated below.

Date: _____

CITY OF CELINA

By: _____
Sean Terry, Mayor

ATTEST:

By: _____
David Amsler, Assistant City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the __ day of _____, 2021, by Sean Terry, the Mayor of the City of Celina, Texas, on behalf of said City.

_____
Notary Public in and for the State of Texas

(SEAL)

Attachment: Development Agreement Amendment (Northside at Rollertown – DA 4th Amendment)

OWNER:

RCI-CELINA 115, LP,
a Texas limited partnership

By: RCI-Celina 115 GP LLC,
a Texas limited liability company
its General Partner

By: _____
Name: Ryan Griffin
Title: MANAGER

STATE OF TEXAS §
§
COUNTY OF Collin §

This instrument was acknowledged before me on the 2nd day of November 2021, by Ryan Griffin, MANAGER of RCI-Celina 115 GP LLC, a Texas limited liability company, General Partner of RCI-Celina 115, LP, a Texas limited partnership on behalf of said limited partnership.

Cloreece R. Powrie
Notary Public in and for the State of Texas

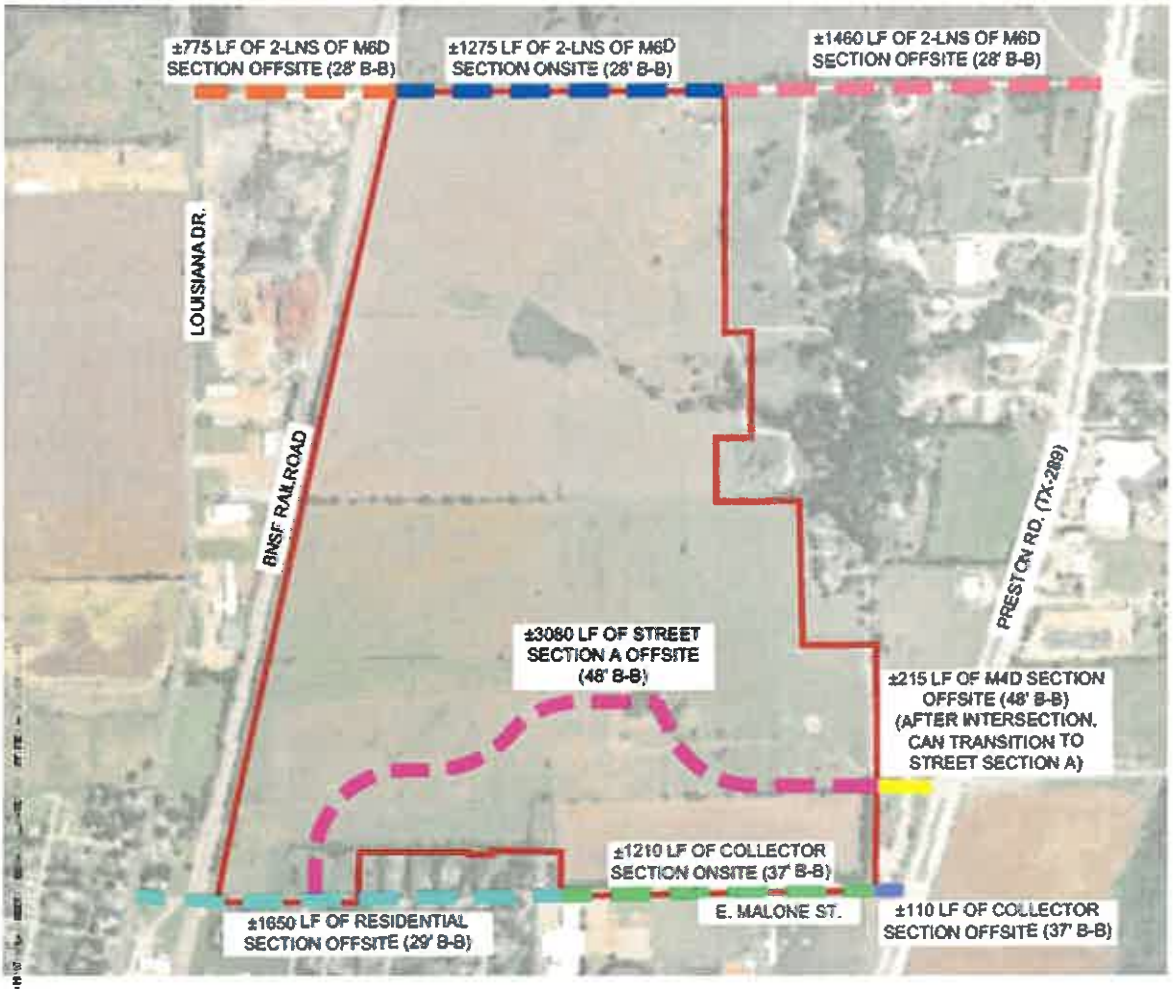
(SEAL)

CLOREECE R POWRIE
Notary ID #6154092
My Commission Expires
February 20, 2025

Attachment: Development Agreement Amendment (Northside at Rollertown – DA 4th Amendment)

EXHIBIT "E-1"

Roadway Improvements



Notes:
1. Roadway sections shown are based on coordination with the City of Celina and current typical roadway sections as of 8/10/2021.
2. No design has been performed. All alignments are preliminary.
3. Pavement section to be per geotechnical engineer recommendation.
4. Additional pavement width may be needed at intersections for turn lanes.

Roadway Improvements
Celina, Texas
October 2021

NORTH

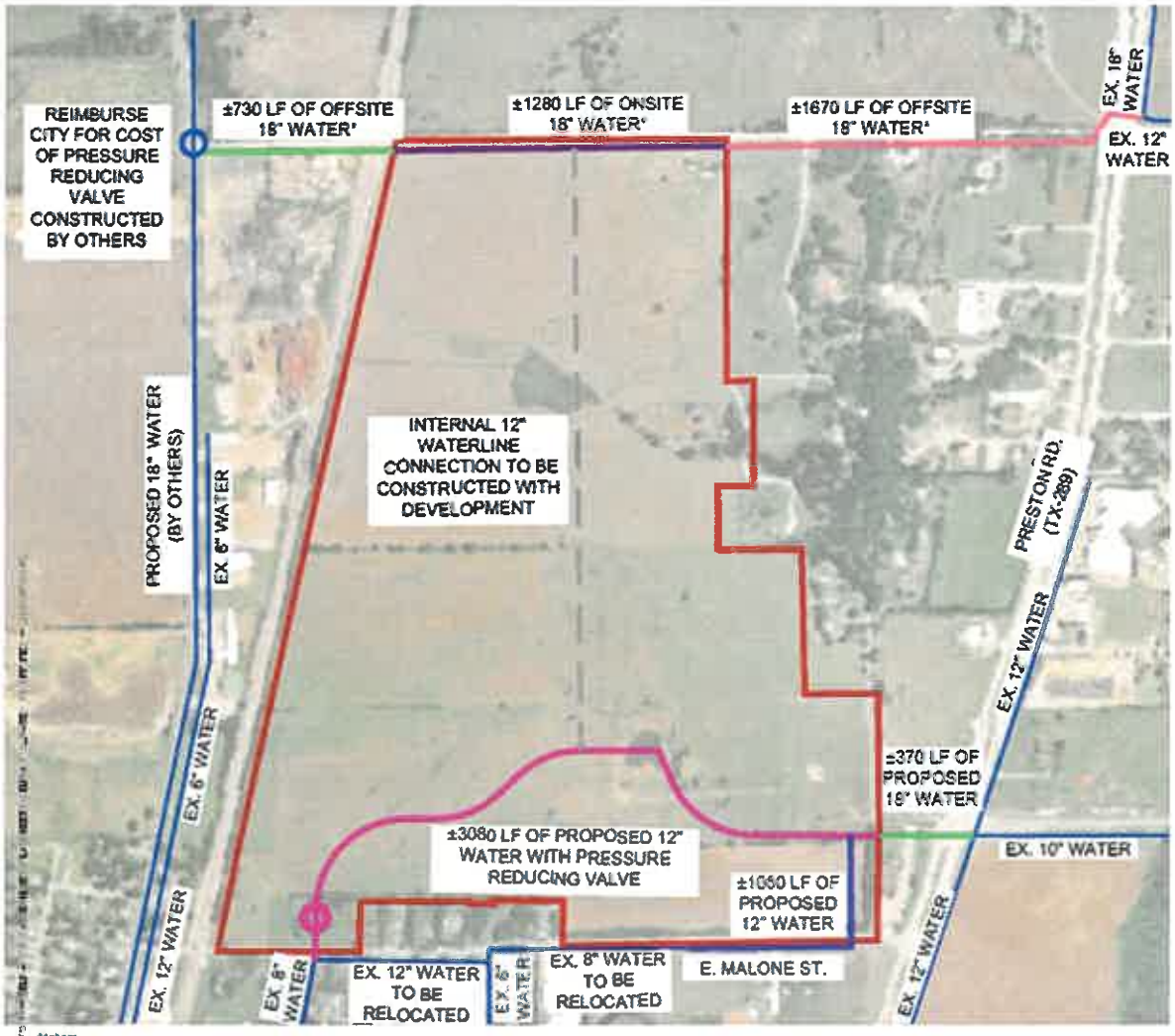
0 600' 1200'
GRAPHIC SCALE 600'

Kimley»Horn

Attachment: Development Agreement Amendment (Northside at Rollertown – DA 4th Amendment)

EXHIBIT "F"

Offsite Water Improvements



Notes:
1. Locations of existing utility lines are approximate and based on City of Celina Masterplans and Record Drawings.
2. No design has been performed. All alignments are preliminary.
3. A waterline connection will be required from Malone street water to 12" water along Oklahoma/Lynn Stanbaugh with multifamily development.

* City to pay for upsizing of waterline along CR95 from 12" water to 16" water.

Waterline Improvements
Celina, Texas
October 2021

NORTH

0 600' 1200'
GRAPHIC SCALE 600'

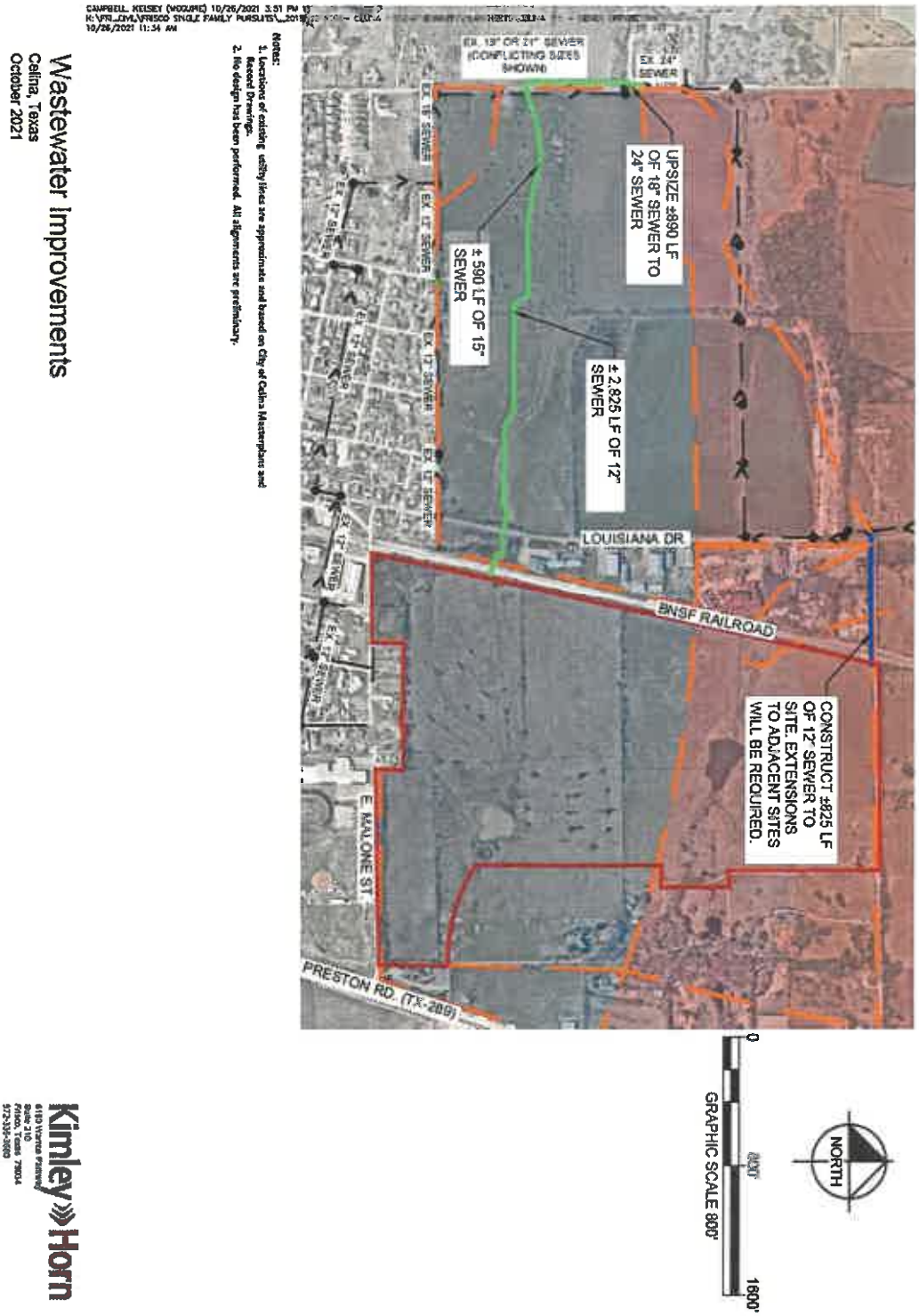
Kimley»Horn

6160 Warren Parkway
Suite 210
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928

Attachment: Development Agreement Amendment (Northside at Rollertown – DA 4th Amendment)

EXHIBIT "G"

Offsite Wastewater Improvements



Notes:
1. Locations of existing utility lines are approximate and based on City of Celina Masterplans and Record Drawings.
2. No design has been performed. All alignments are preliminary.

Wastewater Improvements
Celina, Texas
October 2021

Kimley»Horn
6160 Warren Parkway
Suite 210
Frisco, Texas 75034
972-335-3580

Attachment: Development Agreement Amendment (Northside at Rollertown – DA 4th Amendment)

EXHIBIT "J"

Public Parking

Attachment: Development Agreement Amendment (Northside at Rollertown – DA 4th Amendment)

EXHIBIT "L"

EDUCATION FUND AGREEMENT
[INSERT NAME OF DEVELOPMENT]

This EDUCATION FUND AGREEMENT (this "Agreement") is made between (INSERT NAME OF HOA) (the "HOA") and the Celina Association of Renaissance Excellence ("CARE"), a 501(c)(3) nonprofit corporation registered in the State of Texas. The HOA and CARE may be referred to herein individually as a "Party" or collectively as the "Parties". The effective date of this Agreement (the "Effective Date") shall be the latest date on which this Agreement is fully executed by the HOA and CARE.

RECITALS

WHEREAS, HOA is the homeowners' association of a master planned community located in (INSERT COUNTY NAME) County, Texas, containing approximately (INSERT NUMBER OF ACRES) acres of property, as described in **Exhibit A** hereto, known as "_____" (the "Community"), which shall be governed by the HOA in accordance with the terms and provisions of a master covenant, as the same may be amended from time to time (the "Master Covenant"); and

WHEREAS, the Parties desire to enter into a written agreement to memorialize the terms obligating the HOA to establish a continuing education fund (the "Fund"), described hereunder, to directly benefit the Community and each residential lot within the Community by providing educational, charitable and recreational activities and/or infrastructure to support quality of life ("Community Benefits"); and

WHEREAS, CARE is a corporation exempt from federal taxation under Section 501(c)(3), Internal Revenue Code of 1986 and was established to benefit Celina, Texas student academic improvement and achievement and to encourage students within the Celina Independent School District ("CISD") to pursue academic excellence; and

WHEREAS, the Parties agree that CARE shall be the sole beneficiary of the Fund and that all Fund balances shall be donated to CARE (the "Donations"); and

WHEREAS, CARE herby promises and agrees to use all Donations exclusively for the benefit of the Community and each residential lot within the Community by providing Community Benefits; and

WHEREAS, the Parties intend this Agreement to fully satisfy the requirement of Texas Property Code Chapter 5, Subchapter G, and agree that the contribution covenant described hereunder does not create a "private transfer fee" and that all Fund contributions arising from the sale and resale of homes within the Community (the "Contributions") qualify under Texas Property Code Section 5.202(b)(9)(C) as permissible.

Attachment: Development Agreement Amendment (Northside at Rollertown – DA 4th Amendment)

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

ARTICLE I.
EDUCATION FUND CONTRIBUTION

1.1 Community Contribution Covenant. HOA shall cause to be recorded that certain Community Contribution Covenant, in the Official Public Records of each county in which said property is located (the "CCC"). The terms and provisions of the CCC shall be administered by the HOA and be substantially and functionally similar as the sample attached hereto as **Exhibit B**.

1.2 Continuing Education Fund. The CCC shall provide (a) that the HOA is required to collect a Contribution at the closing of each conveyance of a residential lot with a completed residence thereon (each a "Home"); (b) that said Contribution shall be in an amount equal to the sales price of the Home multiplied by .001, e.g., a house sale of $400,000 would generate a $400 contribution; (c) that all Contributions shall be deposited into the Fund's account and kept separate from all other HOA collections; and (d) that all Contributions shall be used in compliance with Texas Property Code Section 5.202(b)(9)(C) for the benefit of the Community and each Home within the Community. The HOA shall deliver Donations to CARE biannually, with payments being made on or before June 30th and December 31st of each calendar year. Donations must be made in amounts that represent the total of all Contributions actually collected and deposited into the Fund since the date of the last payment.

1.3 Use of Contributions by CARE. CARE shall only use Contributions to support educational, charitable, and recreational activities within CISD and hereby promises and agrees not to use Contributions for operational expenses, including but not limited to rent and utilities, wages and salaries, accounting and legal fees, interest expense, business travel, other overhead costs, and general and administrative expenses. CARE further promises and agrees to not grant CISD Contributions for operational expenses.

1.4 Right of Audit. CARE shall deliver an accounting of expenditures to the HOA on June 30th and December 31st of each calendar year detailing how Contribution payments have been spent since the date of last payment.

1.5 (INCUDE ONLY FOR COMMUNITIES IN DENTON COUNTY)Encumbered Property. The property described in **Exhibit A** is located in a public school attendance zone within a county with a population over 650,000, which is adjacent to both Dallas County and Tarrant County, each with a population over 1.8 million.

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ARTICLE II.
ADDITIONAL PROVISIONS

2.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; and (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

2.2 Severability. If any provision of this Agreement is determined by the final judgment of any court to be unenforceable, then such unenforceable provision shall be deleted from this Agreement, and the remainder of this Agreement shall be enforceable and shall be interpreted to give effect to the purposes and intent of the Parties represented by the remainder of this Agreement.

2.3 Term. The term of this Agreement shall begin on the Effective Date and shall continue until either the HOA or CARE dissolves, ceases to exist, or when all obligations of HOA, and CARE under this Agreement have been fulfilled.

2.4 Default and Remedies. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has had a reasonable time to cure the alleged failure (such reasonable time shall be determined based on the nature of the alleged failure and shall not to exceed thirty (30) days). In addition, no Party shall be in default under this Agreement if, within the applicable reasonable cure period, the Party to whom the default notice was given begins performance and thereafter uses its best efforts to diligently and continuously pursue performance until the alleged failure has been cured. If a Party is in default under this Agreement, then the non-defaulting Party shall be entitled to all remedies available under applicable law. The failure of either Party to insist, in one or more instances, upon performance by the other Party of any provision of this Agreement shall not be construed as a waiver of future performance of such provision.

2.5 Notices. Any notice required or contemplated by this Agreement shall be deemed given: (a) if mailed via U.S. Mail, Certified mail Return Receipt Requested, on the date actually received at the delivery address: or (b) if deposited with a private delivery service (such as UPS or FedEx), when delivered, as evidenced by a receipt signed by a person at the delivery address. All notices shall be addressed as set forth below; however, any Party may change its address for

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purposes of this Agreement by giving notice of such change, as provided by this Section 2.6.

If to CARE:

_____
_____
_____

With a Copy to:

_____
_____
_____

If to HOA:

_____
_____
_____

With a Copy to:

_____
_____
_____

2.6 Applicable Law. This Agreement shall be interpreted in accordance with the Laws of the State of Texas and venue for any action in connection with this Agreement and shall be Collin County, Texas.

2.7 Benefited Parties. This Agreement is for the benefit of the HOA and its members, the Community and each Home within the Community, CISD students in the Community and the CISD community, and CARE. This Agreement shall not be construed as conferring any right on or to any other party.

2.8 Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with regard to the subject matter of this Agreement and supersedes and replaces any and all prior understandings and agreements, whether written or oral. This Agreement shall not be amended except in writing signed by the Parties.

2.9 Good Faith Cooperation. The Parties agree to use good faith in the performance of their respective duties and obligations under this Agreement such that the intent of the Parties shall be fulfilled. The Parties further agree to take such additional

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actions, from time to time, as may be necessary to fully carry out the purposes and intent of this Agreement including, but not limited to, the execution of further documentation.

2.10 Representations and Warranties. Each Party represents and warrants that: (a) the execution of this Agreement has been approved and authorized by such Party; (b) this Agreement is binding upon and enforceable against such Party in accordance with the provisions hereof; (c) such Party has the ability to perform its duties and obligations under this Agreement; and (d) that the performance by such Party of its duties and obligations under this Agreement will not violate any other agreement by which such Party is bound. Should any provision of this Agreement be held by a court of competent jurisdiction to be void, invalid or unenforceable, the Parties agree to amend this Agreement in a manner that is lawful but still satisfies the intent of the Parties.

2.11 Attorney's Fees. In the event either Party files a lawsuit in connection with the enforcement of this Agreement, each Party shall be responsible for its own attorney's fees, whether or not such Party is the prevailing Party and might otherwise be entitled to recover all reasonable costs and expenses paid or incurred as the prevailing Party in connection with such lawsuit.

2.12 Miscellaneous. This Agreement may be executed in the multiple separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures on counterparts of this Agreement that are transmitted electronically shall be deemed effective for all purposes. If, pursuant to this Agreement, any date indicated herein falls on a holiday or a Saturday or Sunday, the date so indicated shall mean the next business day following such date. The term "holiday" shall mean any day on which state or national banks are not open for business in the State of Texas or public schools of CISD are not open for classes.

[Signature Pages Follow]

Attachment: Development Agreement Amendment (Northside at Rollertown – DA 4th Amendment)

HOA:

_____

_____

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF___ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 2021, personally appeared _____, _____ of _____, a Texas limited liability company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

_____

Notary Public in and for the State of Texas

Attachment: Development Agreement Amendment (Northside at Rollertown – DA 4th Amendment)

CELINA ASSOCIATION OF RENAISSANCE EXCELLENCE:

_____

_____

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF___ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 2021, personally appeared _____, _____ of _____, a Texas limited liability company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

_____
Notary Public in and for the State of Texas

Attachment: Development Agreement Amendment (Northside at Rollertown – DA 4th Amendment)

EXHIBIT A—PROPERTY DESCRIPTION

Attachment: Development Agreement Amendment (Northside at Rollertown – DA 4th Amendment)

EXHIBIT B—SAMPLE CCC

ARTICLE XX
DEFINITIONS

Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Master Covenant. Additionally, unless the context otherwise specifies or requires, the following words and phrases when used in this Covenant will have the meanings hereinafter specified.

"**Association**" means (insert HOA name and Secretary of State Registry) created under the Master Covenant to administer and govern the Community. The Association acts through a Majority vote of the Board.

"**Board**" means the Board of Directors of the Association. All acts of the Board hereunder shall be deemed an act of the Association when taken by a Majority vote of the Board.

"**Community**" refers to all or any portion of the Property made subject to the Master Covenant, and therefore this Covenant, which is described in the Notice of Applicability recorded pursuant to *Section XX* of the Master Covenant.

"**Community Enhancement Fee**" means a fee equal to the Transfer Price (as defined herein) multiplied by .001, e.g., a house sale of $400,000 would generate a $400 fee, unless the Transfer in question is excluded under this Covenant, which is payable to the Association upon the Transfer of any Lot or Condominium Unit with the Community.

"**Community Investment Fund**" means the account designated pursuant to this Covenant to receive the Community Enhancement Fee.

"**Condominium Unit**" means an individual unit, including any common element assigned thereto, within a condominium regime, if any, established within the Community. A Condominium Unit may be intended and designated in any Development Area Declaration for residential, commercial or live/work purposes.

"**Lot**" means any portion of the Community designated by Declarant in a Recorded written instrument or as shown as a subdivided lot on a plat other than Common Area, Special Common Area, or Lot on which a condominium regime has been established, and shall include both Commercial Lots and Residential Lots.

"**Majority**" means more than half.

"**Transfer**" means, for the purposes of the Community Enhancement Fee, any conveyance, assignment, or other grant or transfer of beneficial ownership of a Lot or Condominium Unit, whether occurring in one transaction or a series of related transactions, including but not limited to: (a) the conveyance of fee simple title to any Lot or Condominium Unit; (b) the transfer of more than fifty percent (50%) of the outstanding shares of the voting stock of a corporation which, directly, or indirectly, owns one or more Lots or Condominium Units; and (c) the transfer of more than fifty percent (50%) of the interests in net profits or net losses of any partnership, limited liability company, joint venture or other entity which, directly or indirectly, owns one or more Lots or Condominium Units; but "Transfer" shall not mean or include grants or conveyances expressly excluded under this Covenant.

Attachment: Development Agreement Amendment (Northside at Rollertown – DA 4th Amendment)

"**Transferred Price**" means the greater of: (a) the price paid by the Transferee for the Lot or Condominium Unit; or (b) the value of the Lot or Condominium Unit, including any improvements or betterments constructed thereon, as determined by the Central Appraisal District of the county in which the Lot or Condominium Unit is located in their most recent valuation, excluding any reductions or exemptions, of such Lot or Condominium Unit for ad valorem tax purposes. For purposes of subparagraph (b) of the immediately preceding sentence, "valuation" means the appraised value without giving effect to any applicable tax exemptions.

"**Transferee**" means all parties to whom any interest passes by a Transfer, and each party included in the term Transferee shall have joint and several liability for all obligations of that transfer, as provided for in this Covenant.

"**Transferor**" means all parties who pass or convey any interest by a Transfer, and each party included in the term Transferor shall have joint and several liability for all obligations of that Transfer as provided for in this Covenant.

ARTICLE XX
COMMUNITY ENHANCEMENT FEE

Community Enhancement Fee. The Board, acting on behalf of the Association shall levy and collect the Community Enhancement Fee, as further set forth below.

Community Activities, Services and Programs. The Community Enhancement Fee shall be used to directly benefit the members of the Association and each Lot and Condominium Unit within the Association by providing the Community Enhancement Fee to entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Internal Revenue Code may be amended from time to time, that support the educational, charitable and recreational purposes of Celina Independent School District, in accordance with this Covenant, provided the recipient of the Community Enhancement Fee uses the funds for such stated purposes, in accordance with its bylaws, and not for operations or administration of the receiving entity.

Community Enhancement Fee Obligations. The covenants, conditions and restrictions set forth below are hereby impressed upon the Property.

(a) Obligation to Pay Community Enhancement Fee. Upon the Transfer of any Lot or Condominium Unit within the Community, the Transferor thereof shall be obligated to pay a **Community Enhancement Fee** to the Association equal to the **Transfer Price multiplied .001** (for example, the Community Enhancement Fee shall be $400 for the Transfer of a $400,000 Lot or Condominium Unit), unless the Transfer in question is excluded under this Covenant. The Community Enhancement Fee is imposed not as a penalty and not as a tax but as a means to provide additional funding to fulfill the goals set forth in the Master Covenant and this Covenant for the betterment of the Community. As such, the Community Enhancement Fee shall be deemed an assessment imposed by and subject to all rights, obligations and provisions set forth in the Master Covenant and this Covenant.

(b) Liability for the Community Enhancement Fee. If the Transferor does not

Attachment: Development Agreement Amendment (Northside at Rollertown – DA 4th Amendment)

pay the Community Enhancement Fee as required by this section, the Community Enhancement Fee payment shall become the personal obligation of the Transferee under the Transfer in question and there shall be a lien against the applicable Lot or Condominium Unit for the amount of the Community Enhancement Fee and any fees or sums associated with collection of same, and, if unpaid, shall be handled in accordance with the Master Covenant.

(c) Deposit of Community Enhancement Fee into Community Investment Fund. On behalf of the Association, the Board will establish a Community Investment Fund with a reputable financial institution for purposes of depositing, receiving and distributing the proceeds of the Community Enhancement Fee. No other funds will be deposited or held in the Community Investment Fund other than the proceeds of the Community Enhancement Fee and any interest earned thereon. Within sixty (60) days after the end of each calendar year, the Board shall cause to be prepared a Community Enhancement Fee receipts and disbursements schedule which may be in form which may be reviewed, on an annual basis, by a Certified Public Accountant.

(d) Due on Closing and Method for Payment. Payment of the Community Enhancement Fee shall be made upon the closing of the Transfer in cash or cash equivalent funds to the Association, at the address and account number specified by the Board from time to time. With such payment, the Transferor shall provide, or cause to be provided by the title company, a written report in a form approved by the Board (the "**Community Enhancement Fee Report**") which: (i) describes the Transfer and the Lot or Condominium Unit; (ii) sets forth the Transfer Price for the Transfer and the names and addresses of Transferor and Transferee; and (iii) provides such other information as the Board may reasonably require. The Board, at its own expense, shall have the right at any time during regular business hours to inspect and copy all records of a property closing of any owner or Transferor which are reasonably related to the payment of the Community Enhancement Fee.

(e) Disbursements. Upon majority vote, the Board may, from time to time, but no less frequently than bi-annually on June 30th and December 31st of each calendar year, make disbursements from the Community Investment Fund to entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Internal Revenue Code may be amended from time to time, that support the educational, charitable and recreational purposes of Celina Independent School District or to pay costs to administer this Covenant or the Community Investment Fund. The Association waives its statutory right to control a qualified recipient of disbursements hereunder.

(f) Community Enhancement Fee Lien and Foreclosure. Each owner, by accepting an interest in or title to a Lot or Condominium Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay the Community Enhancement Fee to the Association. Each Community Enhancement Fee is a charge on the Lot or Condominium Unit and is secured by a continuing lien on the Lot or Condominium Unit in the same manner as an assessment lien arising under the Master Covenant. Each owner, and each prospective owner, is placed on notice that the owner's title may be subject to the continuing lien for the Community Enhancement Fee attributable to a period prior to the date that the owner purchased a Lot or Condominium Unit. An express lien on each Lot or Condominium Unit is hereby granted and conveyed by Declarant to the Association to secure the payment of the Community

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Enhancement Fee which shall be enforced as an assessment lien in accordance with the terms and provisions set forth in the Master Covenant. The Community Enhancement Fee lien is superior to all other liens and encumbrances on a Lot or Condominium Unit, except only for: (i) tax and governmental assessment liens; (ii) all sums secured by a first Recorded deed of trust lien, to the extent such lien secures sums borrowed for the acquisition or improvement of the Lot or Condominium Unit in question; and (iii) home equity loans or home equity lines of credit which are secured by a Recorded second deed of trust lien; provided that, in the case of subparagraphs (ii) and (iii) above, such deed of trust lien was Recorded before the Community Enhancement Fee lien. The Community Enhancement Fee lien is superior to a lien arising from the construction of improvements to the Lot or Condominium Unit regardless of when recorded or perfected. It is also superior to any recorded assignment of the right to insurance proceeds on the Lot unless the assignment is part of a superior deed of trust lien. Foreclosure of a superior lien extinguishes the Association's claim against the Lot or Condominium Unit for an unpaid Community Enhancement Fee that became due before the sale, but does not extinguish the Association's claim against the former owner personally for the payment of such Community Enhancement Fee. The Association's lien for the Community Enhancement Fee is created by recordation of this Covenant, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien is required. However, the Association may record a notice of the lien in the Official Public Records of the county in which the property is located. If the debt is cured after a notice has been recorded, the Association will record a release of the notice of lien at the expense of the curing owner and may require reimbursement of its costs of preparing and recording the notice of lien before granting the release. By accepting an interest in or title to a Lot or Condominium Unit, each owner grants to the Association a power of sale in connection with the Community Enhancement Fee lien, which may be exercised in the same manner as all other assessment liens as further set forth in the Master Covenant.

(g) Reporting Required for Exclusions from Community Enhancement Fee. If a Transferor is involved in a Transfer that Transferor believes is excluded from the requirement to pay the Community Enhancement Fee under this Covenant, the Transferor shall provide written notice (the "Notice of Claim of Exclusion") to the Board a minimum of five (5) business days prior to the Transfer in question. The Notice of Claim of Exclusion shall include the Transfer details and the reason the Transferor believes such Transfer should be excluded. If, after review of the Notice of Claim of Exclusion, the Board does not concur that the Transfer in question should be excluded from the Community Enhancement Fee, (i) the Board will notify the Transferor or the Transferor's title company of its obligation to pay the Community Enhancement Fee to the Association and (ii) the Transferor shall pay the applicable Community Enhancement Fee. Prior to its decision on any Notice of Claim of Exclusion, the Board may request additional information or clarification from the Transferor submitting a Notice of Claim of Exclusion, and the Transferor shall promptly provide the Board with the additional information being requested by the Board. Copies of all notices and correspondence between the Transferor and the Board under this section shall be provided to the Transferee by the Transferor.

(h) Exclusions from the Community Enhancement Fee. The Community

Attachment: Development Agreement Amendment (Northside at Rollertown – DA 4th Amendment)

Enhancement Fee shall not apply to the following, except to the extent any of the following Transfers (set forth below in subparagraphs i – xiii) are used for the purpose of avoiding the Community Enhancement Fee.

i. Transfers to Certain Governmental Agencies. Any Transfer to the United States, or any agency or instrumentality thereof, the State of Texas, or any county, city, county, municipality, district or other political subdivision thereof.

ii. Transfer to the Association. Any Transfer to the property owner association created pursuant to the Master Covenant, or it respective successors or assignees.

iii. Transfer to Declarant. Any Transfer to Declarant, any affiliate of Declarant or their successors or assignees.

iv. Transfer from Declarant. Any Transfer from Declarant, any affiliate of Declarant or their successors or assignees.

v. Transfer to Development Owner. Any Transfer from Declarant, or its successors, assignees or affiliates to Development Owner. For purposes of this subparagraph, "**Development Owner**" means any owner who acquires a Lot for the purpose of resale to a Homebuilder; and "**Homebuilder**" means any owner who is in the business of constructing residences for resale to third parties and intends to construct a residence on a Lot or Condominium Unit for resale to a third party.

vi. Exempt Family or Related Transfers. Any Transfer, whether outright or in trust that is for the benefit of the Transferor or his or her relatives, but only if there is no more than nominal consideration for the Transfer. For the purposes of this exclusion, the relatives of a Transferor shall include all lineal descendants of any grandparent of the Transferor, and the spouses of the descendants. Any person's stepchildren and adopted children shall be recognized as descendants of that person for all purposes of this exclusion.

vii. Exemption for Transfers on Death. Any Transfer or change of interest by reason of death, whether provided for in a will, trust or decree of distribution.

viii. Exempt Technical Transfers. Any Transfer made solely for the purpose of confirming, correcting, modifying or supplementing a Transfer previously recorded, making minor boundary adjustments, removing clouds on titles, or granting easements, rights-of-way or licenses.

ix. Exempt Court Ordered Transfers. Any Transfer pursuant to any decree or order of a court of record determining or vesting title, including a final order awarding title pursuant to a divorce or condemnation proceeding.

x. Exempt Transfers on Conveyance to Satisfy Certain Debts. Any Transfer to secure a debt or other obligation or to release property which is security for a debt or other obligation, including Transfers in connection with foreclosure of a deed of trust or Transfers in connection with a deed given in lieu of foreclosure.

xi. Holding Company Exception. Any Transfer made by a corporation or other entity, for consideration (i) to any other corporation or entity which owns one-hundred percent (100%) of its equity securities (a **"Holding Company"),** or (ii) to a corporation or entity whose stock or other equity securities are owned, directly or indirectly, one-hundred percent (100%) by such Holding Company.

xii. Subsidiary Conveyance Exemption. Any Transfer from a partially owned direct

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or indirect subsidiary corporation to its direct or indirect parent corporation where consideration is paid for, or in connection with such transfer.

xiii. Exemption for Certain Conveyances of Convenience. The consecutive Transfer of a Lot or Condominium Unit wherein the interim owner acquires such Lot or Condominium Unit for the sole purpose of immediately re-conveying such Lot or Condominium Unit to the ultimate owner and such interim owner receives no right to use or enjoyment of such Lot or Condominium Unit, provided the Board specifically approves such exemption in each particular case.

Attachment: Development Agreement Amendment (Northside at Rollertown – DA 4th Amendment)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	November 9, 2021
Re:	Uptown - DA 1st Amendment

Action Requested:
Consider and act upon a request to amend the development agreement with Uptown Celina Partners, LP; generally located south of J. Fred Smith Parkway, east of future Legacy Drive, and west of BNSF Railroad, within both the Extraterritorial Jurisdiction (ETJ) and City Limits. (Uptown - DA 1st Amendment) (Mohan)

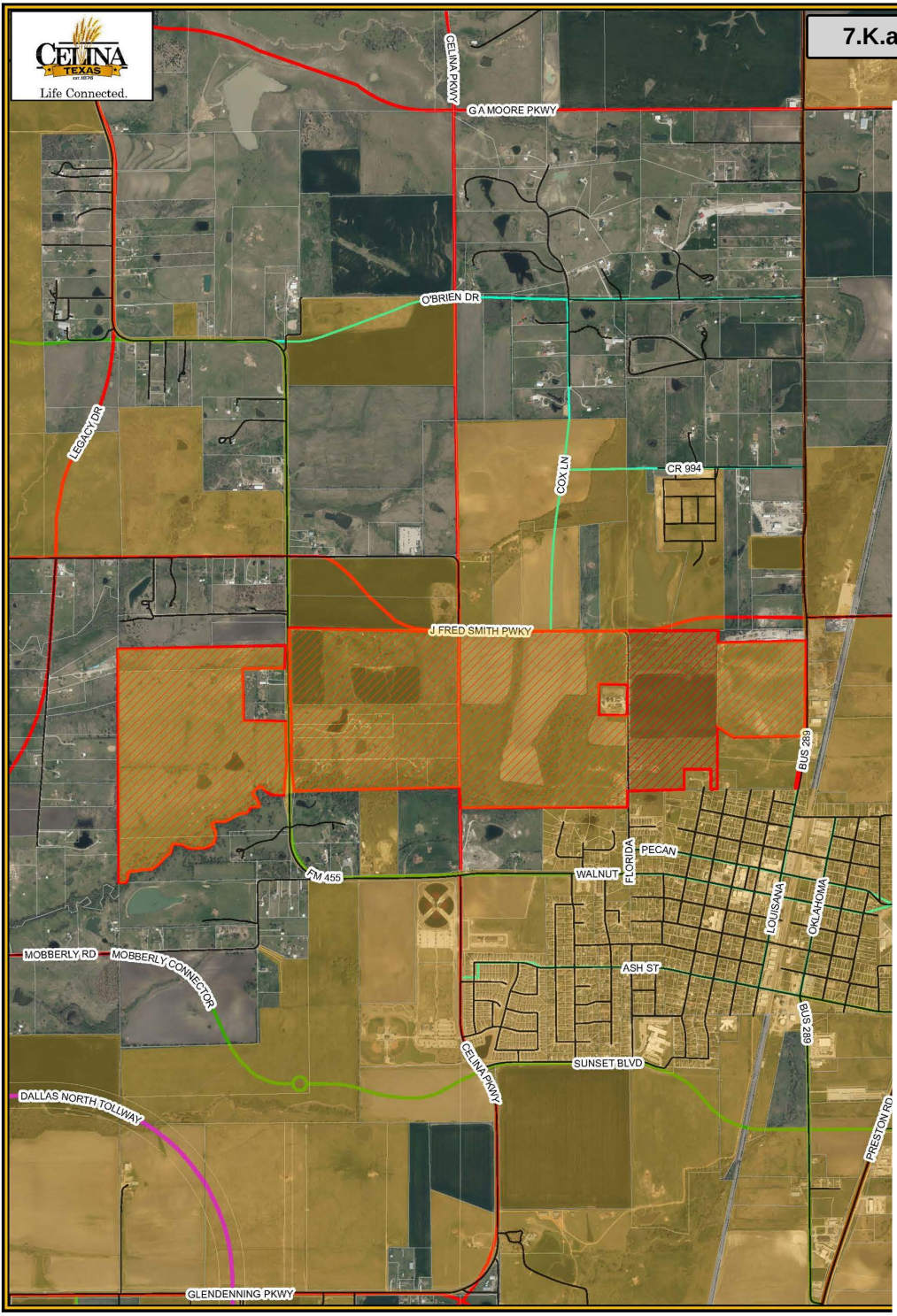
Applicant:
Uptown Celina Partners L.P.,
9550 John W. Elliot, Suite#106
Frisco, TX 75033

Background:
Please refer to the attachments for additional information.

Supporting Documents:
- Location Map
- Development Agreement Amendment

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS
Life Connected.



Attachment: Location Map (Uptown - DA 1st Amendment)

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Uptown Location Map

City of Celina

6/29/2021

N
W E
S

0 1,250 2,500 Feet

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This First Amendment to Development Agreement (this "First Amendment") is made and entered into by and between the City of Celina, Texas (the "City") and Uptown Celina Partners L.P., a Texas limited partnership (the "Owner"), to be effective on the date upon which the last of all of the Parties has approved and duly executed this First Amendment (the "Effective Date").

RECITALS

WHEREAS, the City and Rockhill Capital & Investments LLC, a Texas limited liability company ("Rockhill") previously entered into that certain Development Agreement, effective January 14, 2021 recorded in the Official Public Records of Collin County as Instrument No. 20210311000485140 (the "Development Agreement), governing the development of approximately 567 acres of land (the "Property"), as described in **Exhibit A** and depicted on **Exhibit B** of the Development Agreement; and

WHEREAS, Rockhill assigned all of its obligations, rights, title and interest in and to the Development Agreement to the Owner, pursuant to that certain Assignment and Assumption of Development Agreement, effective November 1, 2021; and

WHEREAS, the Owner and the City now desire to amend the Development Agreement for the purposes set forth in this First Amendment; and

WHEREAS, this First Amendment is entered into pursuant to Section 212.172 of the Texas Local Government Code and the Owner and the City are proceeding in reliance of the enforceability of this First Amendment.

NOW, THEREFORE, for and in consideration of the mutual covenants of the City and the Owner set forth in this First Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Owner hereby agree as follows:

AGREEMENT

Section 1. Exclusion of Land from Development Agreement and MUD. The City and the Owner hereby agree that an approximately 20.475 acre portion of the Property included in the Development Agreement, described in **Exhibit A-1, attached hereto and incorporated for all purposes,** of this First Amendment and hereinafter referred to as the "20.475 Acres North of the Creek," shall no longer be included in the term "Property" under the Development Agreement and shall no longer be subject to the provisions of the Development Agreement. Furthermore, the Owner agrees to cause the MUD (as defined in the Development Agreement) to exclude the 20.475 Acres North of the Creek from the boundaries of the MUD.

Attachment: Development Agreement Amendment (Uptown - DA 1st Amendment)

Section 2. Addition of Additional Tracts to Development Agreement and MUD. The Owner owns, or will own, an approximately 13.67 acre tract, an approximately 3.003 acre tract, an approximately 3.205 acre tract, and an approximately 9.929 acre tract of land (collectively, the "Additional Tracts"), located adjacent to the Property and described in **Exhibit A-2, attached hereto and incorporated for all purposes,** of this First Amendment. The Owner and the City hereby agree that the Additional Tracts shall, from the Effective Date of this First Amendment, be added to the term "Property" under the Development Agreement and shall be subject to the provisions of the Development Agreement. The City further agrees to consent to the inclusion of the Additional Tracts in the MUD, pursuant to Section 3 of this First Amendment.

Section 3. City Consent to Annex. The Owner has submitted, or will submit, to the City a Petition for Consent to Annexation, requesting the City's consent to annex the Additional Tracts into the boundaries of the MUD. The City hereby agrees to consent to the inclusion of the Additional Tracts in the MUD by adoption and execution of a consent resolution (the "Annexation Consent Resolution") in the form attached as **Exhibit J** to this First Amendment.

Section 4. Concept Plan. The City and the Owner hereby agree that the Concept Plan attached as **Exhibit C** to the Development Agreement shall be amended and replaced in its entirety with the Concept Plan attached as **Exhibit C** to this First Amendment.

Section 5. Zoning. The City and the Owner hereby agree that for those areas of the Development (as defined in the Development Agreement) given the SF-R zoning designation and referred to as "Area A" and "Area B" in the Development Standards attached as **Exhibit D** to the Development Agreement, the lot mix shall include a minimum of fifteen percent (15%) of the largest lot size. The City and the Owner further agree that all other areas of the Development are not subject to the fifteen percent (15%) minimum for the largest lot size.

Section 6. Development Standards. Section 4 of the Development Standards included in **Exhibit D** of the Development Agreement is hereby amended as follows:

"* Areas C, D, and E to include a maximum of 750 units of MF-2 and/or MF-3."

Section 7. Public Education Support. Section 4.1(d) of the Development Agreement is hereby amended in its entirety to read as follows:

"Public Education Support. Owner requests, and the City agrees, that the City collect an additional One Hundred Dollars ($100.00) with every building permit application submitted to the City for new construction on the Property. No less than annually, the City shall remit the funds collected in accordance with this paragraph to the Celina Education Foundation. Further, Owner agrees to cause the homeowners' association that Owner intends to create over all or some of the Property (which will initially be controlled by Owner) to approve the public educational support agreement, in a form substantially similar to the agreement attached to the First Amendment to Development Agreement as **Exhibit K**, at the first/organization meeting of said association. In

Attachment: Development Agreement Amendment (Uptown - DA 1st Amendment)

addition, when Owner created the homeowners' association, the covenants, conditions and restrictions shall contain language substantially similar to Exhibit B of **Exhibit K** of the First Amendment to Development Agreement."

Section 8. Reimbursement of Fees Collected. Section 4.1 of the Development Agreement is hereby amended by adding the following Section 4.1(e):

"(e) Reimbursement of Fees Collected. The City agrees to reimburse the Owner an amount up to $1,000,000.00 for any additional roadway, water and wastewater public infrastructure, which is paid for by the Owner and part of the Public Infrastructure (as defined in the Development Agreement), benefitting multiple landowners not funded by Special District Bonds (as defined in the Development Agreement). The City agrees to collect roadway, water and wastewater impact fees and other capital recovery fees from builders of the Property at the rates charged pursuant to Section 4.1(a) of the Development Agreement (the "Fees"). Beginning with either the issuance of the 400th residential building permit within the Property or the commencement of construction of J. Fred Smith Parkway, whichever occurs first, the City agrees to reimburse the Owner on a quarterly basis all Fees collected for lots within the Property up to $1,000,000.00."

Section 9. Exhibits. Section 11.12 of the Development Agreement is amended to include the following exhibits:

Exhibit A-1	Legal Description of 20.475 Acres North of the Creek Excluded from Property
Exhibit A-2:	Legal Description of Additional Tracts Added to Property
Exhibit C:	Concept Plan
Exhibit J:	Annexation Consent Resolution for Additional Land, as amended
Exhibit K:	Form of Education Fund Agreement

Section 9. No Other Amendments. Subject to the amendments contained in this First Amendment, all provisions of the Development Agreement remain in full force and effect.

Section 10. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

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Attachment: Development Agreement Amendment (Uptown - DA 1st Amendment)

EXECUTED by the City and the Owner on the respective dates stated below.

Date: _____

CITY OF CELINA

By: _____
Sean Terry, Mayor

ATTEST:

By: _____
David Amsler, Assistant City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the __ day of _____, 2021, by Sean Terry, the Mayor of the City of Celina, Texas, on behalf of said City.

_____
Notary Public in and for the State of Texas

(SEAL)

Attachment: Development Agreement Amendment (Uptown - DA 1st Amendment)

OWNER:

UPTOWN CELINA PARTNERS L.P.,
a Texas limited partnership

By: Uptown Celina Partners GP, LLC,
a Texas limited liability company
its general partner

By: _____
Name: Ryan G. Griffin
Title: Manager

STATE OF TEXAS §
§
COUNTY OF Collin §

This instrument was acknowledged before me on the 2nd day of November, 2021, by Ryan G. Griffin, Manager of Uptown Celina Partners GP, LLC, a Texas limited liability company, general partner of Uptown Celina Partners L.P., a Texas limited partnership, on behalf of said limited partnership.

(SEAL)

CLOREECE R POWRIE
Notary ID #6154092
My Commission Expires
February 20, 2025

Cloreece R. Powrie
Notary Public in and for the State of Texas

Attachment: Development Agreement Amendment (Uptown - DA 1st Amendment)

EXHIBIT "A-1"

20.475 Acres North of the Creek

BEING A TRACT OF LAND LOCATED IN THE THOMAS STAYTON SURVEY, ABSTRACT NO. 805, COLLIN COUNTY, TEXAS AND BEING PART OF A TRACT OF LAND DESCRIBED IN DEED TO UPTOWN CELINA PARTNERS LP, RECORDED IN INSTRUMENT NO. 20210428000853200, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (O.P.R.C.C.T.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A MAG NAIL SET NEAR THE APPROXIMATE CENTERLINE OF STATE HIGHWAY 289 BUSINESS (N. LOUISIANA DRIVE), A VARIABLE WIDTH RIGHT-OF-WAY, IN THE EAST LINE OF SAID UPTOWN CELINA PARTNERS TRACT, FROM WHICH A PK-NAIL FOUND AT THE NORTHEAST CORNER OF A 5-ACRE TRACT OF LAND DESCRIBED IN DEED RECORDED IN VOLUME 4582, PAGE 4115, DEED RECORDS, COLLIN COUNTY, TEXAS BEARS NORTH 00°05'09" WEST, A DISTANCE OF 1032.81 FEET;

THENCE SOUTH 00°05'09" WEST, ALONG THE EAST LINE OF SAID UPTOWN CELINA PARTNERS TRACT, A DISTANCE OF 352.94 FEET TO A MAG NAIL SET AT THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO ROY PERRIN AND SANDRA PERRIN, RECORDED IN INSTRUMENT NO. 20070430000576310, O.P.R.C.C.T.;

THENCE SOUTH 00°05'54" EAST, ALONG THE WEST LINE OF SAID PERRIN TRACT AND MACELROY DEVELOPMENT, AN ADDITION TO THE CITY OF CELINA, COLLIN COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET 2006, SLIDE 158, MAP RECORDS, COLLIN COUNTY, TEXXAS (M.R.C.C.T.), RESPECTIVELY, A DISTANCE OF 574.54 FEET TO AN "X" SET FOR CORNER IN CONCRETE PAVING IN THE EASTERLY RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 289 BUSINESS;

THENCE SOUTH 10°35'38" WEST, CONTINUING ALONG THE WEST LINE OF SAID MACELROY DEVELOPMENT AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 120.98 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 80°07'57" WEST, LEAVING SAID WEST LINE AND SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 59.41 FEET TO A POINT FOR CORNER IN THE EAST LINE OF LOT 1 OF LOTS 1 AND 2, BLOCK A, CELINA 22 ADDITION, AN ADDITION TO THE CITY OF CELINA, COLLIN COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET 2020, SLIDE 77, M.R.C.C.T.;

THENCE NORTH 10°39'46" EAST, ALONG SAID EAST LINE OF LOT 1, A DISTANCE OF 275.15 FEET TO A 1/2-INCH IRON ROD FOUND FOR CORNER AT AN ANGLE POINT IN THE EAST LINE OF SAID LOT 1;

THENCE NORTH 00°52'42" EAST, A DISTANCE OF 120.82 FEET TO A 1/2-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID LOT 1;

THENCE SOUTH 89°12'21" WEST, A DISTANCE OF 1,110.61 FEET TO A 4-INCH WOOD FENCE POST FOUND FOR CORNER AT AN ANGLE POINT IN THE NORTH LINE OF SAID LOT 1;

THENCE NORTH 57°11'27" WEST, A DISTANCE OF 301.78 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET AT THE NORTHWEST CORNER OF SAID LOT 1;

THENCE NORTH 00°18'24" WEST, ALONG THE WEST LINE OF SAID UPTOWN CELINA PARTNERS TRACT, A DISTANCE OF 474.55 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

Attachment: Development Agreement Amendment (Uptown - DA 1st Amendment)

THENCE NORTH 89°04'55" EAST, LEAVING THE WEST LINE OF SAID UPTOWN CELINA PARTNERS TRACT, A DISTANCE OF 1,394.42 FEET TO THE POINT OF BEGINNING AND CONTAINING 891,876 SQUARE FEET OR 20.475 ACRES OF LAND, MORE OR LESS.

Attachment: Development Agreement Amendment (Uptown - DA 1st Amendment)

EXHIBIT "A-2"

Additional Tracts

TRACT 1

BEING A TRACT OF LAND LOCATED IN THE HENRY BENTLEY SURVEY, ABSTRACT NO. 124, COLLIN COUNTY, TEXAS AND BEING ALL OF A TRACT OF LAND DESCRIBED IN DEED TO JOE E. HACKNEY AND WIFE, HAZEL M. HACKNEY, RECORDED IN INSTRUMENT NO. 96-0063441, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (O.P.R.C.C.T.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A 3/8-INCH IRON ROD FOUND IN THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN DEED TO MATTHEW D. KIRAN, RECORDED IN INSTRUMENT NO. 20070418000520430, O.P.R.C.C.T., AT THE NORTH COMMON CORNER OF SAID HACKNEY TRACT AND A TRACT OF LAND DESCRIBED IN DEED TO MARK A. JOHNSON, RECORDED IN VOLUME 5038, PAGE 7629, DEED RECORDS, COLLIN COUNTY, TEXAS, FROM WHICH A 1/2-INCH IRON ROD FOUND IN THE EAST RIGHT-OF-WAY LINE OF FARM-TO-MARKET ROAD 455, A 90-FOOT RIGHT-OF-WAY, AT THE WEST COMMON CORNER OF SAID JOHNSON TRACT AND AND SAID KIRAN TRACT BEARS SOUTH 89°18'26" WEST, A DISTANCE OF 1714.40 FEET;
THENCE NORTH 89°19'06" EAST, A DISTANCE OF 900.24 FEET TO A 1/2-INCH IRON ROD FOUND IN THE WEST LINE OF A TRACT OF LAND DESCRIBED IN DEED TO BILLY STELZER AND JULIA STELZER, CO-TRUSTEES OF THE STELZER REVOCABLE TRUST, RECORDED IN INSTRUMENT NO. 20141006001089690, O.P.R.C.C.T. AT THE EAST COMMON CORNER OF SAID HACKNEY TRACT AND SAID KIRAN TRACT, FROM WHICH A 1/2-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF THE KIRAN TRACT BEARS NORTH 00°42'34" WEST, A DISTANCE OF 831.54 FEET;
THENCE SOUTH 00°31'51" EAST, ALONG THE COMMON LINE OF SAID HACKNEY TRACT AND SAID STELZER TRACT, A DISTANCE OF 479.09 FEET TO A 3/8-INCH IRON ROD FOUND AT THE EAST COMMON CORNER OF SAID HACKNEY TRACT AND A TRACT OF LAND DESCRIBED IN DEED TO OLD CELINA LTD., RECORDED IN INSTRUMENT NO. 20180323000355690, O.P.R.C.C.T.;
THENCE SOUTH 89°28'43" WEST, A DISTANCE OF 910.17 FEET TO A 3/8-INCH IRON ROD FOUND AT THE WEST COMMON CORNER OF SAID HACKNEY TRACT AND SAID OLD CELINA TRACT, SAME BEING THE SOUTH COMMON CORNER OF SAID HACKENY TRACT AND SAID JOHNSON TRACT, FROM WHICH A 1/2-INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF THE OLD CELINA TRACT BEARS SOUTH 87°38'51" WEST, A DISTANCE OF 58.03 FEET;
THENCE NORTH 00°39'47" EAST, A DISTANCE OF 476.67 FEET TO THE POINT OF BEGINNING AND CONTAINING 432,525 SQUARE FEET OR 9.929 ACRES OF LAND, MORE OR LESS.

TRACT 2

BEING A TRACT OF LAND LOCATED IN THE THOMAS STAYTON SURVEY, ABSTRACT NO. 804 AND THE HENRY BENTLEY SURVEY, ABSTRACT NO. 124, COLLIN COUNTY, TEXAS AND BEING PART OF A TRACT OF LAND DESCRIBED IN DEED TO CROWN S LTD., RECORDED IN INSTRUMENT NUMBERS 97-0061953, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (O.P.R.C.C.T.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER IN THE WEST LINE OF SAID CROWN S LTD. TRACT, FROM WHICH A 5/8-INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID CROWN S LTD. TRACT BEARS SOUTH 00°31'56" EAST, A DISTANCE OF 455.68 FEET;

THENCE NORTH 00°31'56" WEST, ALONG SAID WEST LINE, A DISTANCE OF 396.70 FEET TO A 1/2-INCH IRON ROD FOUND FOR CORNER, FROM WHICH A 1/2-INCH IRON ROD FOUND AT AN ANGLE POINT IN SAID WEST LINE OF THE CROWN S LTD. TRACT BEARS NORTH 00°31'56" WEST, A DISTANCE OF 691.03 FEET;

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THENCE SOUTH 85°05'29" EAST, A DISTANCE OF 223.69 FEET TO A METAL FENCE POST FOR CORNER FOR CORNER;

THENCE NORTH 84°55'10" EAST, A DISTANCE OF 644.73 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE SOUTH 50°38'02" WEST, A DISTANCE OF 154.60 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE SOUTH 79°14'54" WEST, A DISTANCE OF 331.44 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE SOUTH 59°43'30" WEST, A DISTANCE OF 287.68 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE SOUTH 52°17'38" WEST, A DISTANCE OF 212.08 FEET TO THE POINT OF BEGINNING AND CONTAINING 139,590 SQUARE FEET OR 3.205 ACRES OF LAND, MORE OR LESS.

TRACT 3

BEING A TRACT OF LAND LOCATED IN THE THOMAS STAYTON SURVEY, ABSTRACT NO. 804, COLLIN COUNTY, TEXAS AND BEING PART OF A TRACT OF LAND DESCRIBED IN DEED TO CROWN S LTD., RECORDED IN INSTRUMENT NUMBERS 97-0061953, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (O.P.R.C.C.T.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND FOR CORNER IN THE WEST LINE OF A TRACT OF LAND DESCRIBED IN DEED TO THE STATE OF TEXAS, RECORDED IN INSTRUMENT NO. 20170403000416890, O.P.R.C.C.T., FROM WHICH A 5/8-INCH IRON ROD FOUND WITH A CAP STAMPED "TXDOT" FOUND AT THE NORTH CORNER OF SAID STATE OF TEXAS TRACT BEARS NORTH 06°54'50" WEST, A DISTANCE OF 55.27 FEET;

THENCE SOUTH 06°54'50" WEST, CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 218.27 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE SOUTH 71°30'57" WEST, LEAVING SAID WEST LINE, A DISTANCE OF 144.40 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 65°17'11" WEST, A DISTANCE OF 183.52 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE SOUTH 87°43'55" WEST, A DISTANCE OF 116.47 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE SOUTH 60°36'39" WEST, A DISTANCE OF 85.53 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE SOUTH 26°02'46" WEST, A DISTANCE OF 94.84 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE SOUTH 76°09'55" WEST, A DISTANCE OF 42.18 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

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THENCE NORTH 05°25'46" EAST, A DISTANCE OF 331.27 FEET TO A 5 METAL FENCE POST FOR CORNER;

THENCE SOUTH 89°46'59" EAST, A DISTANCE OF 572.10 FEET THE POINT OF BEGINNING AND CONTAINING 130,829 SQUARE FEET OR 3.003 ACRES OF LAND, MORE OR LESS.

TRACT 4

BEING A TRACT OF LAND LOCATED IN THE THOMAS STAYTON SURVEY, ABSTRACT NO. 805, COLLIN COUNTY, TEXAS AND BEING PART OF LOTS 1 AND 2, BLOCK A OF LOTS 1 AND 2, BLOCK A, CELINA 22 ADDITION, AN ADDITION TO THE CITY OF CELINA, COLLIN COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET 2020, SLIDE 77, MAP RECORDS, COLLIN COUNTY, TEXAS (M.R.C.C.T.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND IN THE NORTH LINE OF A 30-FOOT RIGHT-OF-WAY ACCORDING TO THE OFFICIAL MAP OF THE TOWN OF CELINA, TEXAS, RECORDED IN CABINET 1, SLIDE 51, M.R.C.C.T. AT THE SOUTH COMMON CORNER OF SAID CELINA 22 ADDITION AND LOT 1, BLOCK ONE OF THE SNYDER ADDITION, AN ADDITION TO THE CITY OF CELINA, COLLIN COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET 2006, SLIDE 290, M.R.C.C.T.;

THENCE NORTH 00°35'57" EAST, ALONG THE COMMON LINE OF SAID ADDITIONS, A DISTANCE OF 295.71 FEET TO A 1/2-INCH IRON ROD FOUND FOR CORNER;

THENCE SOUTH 89°41'30" WEST, CONTINUING ALONG THE COMMON LINE OF SAID ADDITIONS, A DISTANCE OF 300.18 FEET TO A 1/2-INCH IRON ROD FOUND AT THE EAST COMMON CORNER OF SAID ADDITIONS;

THENCE NORTH 00°01'10" EAST, LEAVING SAID COMMON LINE AND ALONG THE WEST LINE OF SAID LOT 1 OF CELINA 22 ADDITION, A DISTANCE OF 277.40 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET NEAR THE CENTER OF AN EXISTING DIRT DRAINAGE CHANNEL;

THENCE EASTERLY, ALONG OR NEAR THE CENTER OF SAID CHANNEL, THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES:

SOUTH 89°58'50" EAST, A DISTANCE OF 8.20 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

NORTH 39°50'33" EAST, A DISTANCE OF 36.15 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

NORTH 66°32'24" EAST, A DISTANCE OF 20.04 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

NORTH 57°06'31" EAST, A DISTANCE OF 22.85 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

NORTH 22°04'34" EAST, A DISTANCE OF 29.32 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

NORTH 66°50'02" EAST, A DISTANCE OF 68.26 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

NORTH 79°05'03" EAST, A DISTANCE OF 56.45 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

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SOUTH 77°19'27" EAST, A DISTANCE OF 381.14 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

SOUTH 38°12'38" EAST, A DISTANCE OF 114.96 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

SOUTH 49°58'14" EAST, A DISTANCE OF 140.14 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

SOUTH 77°52'18" EAST, A DISTANCE OF 92.86 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

SOUTH 86°06'28" EAST, A DISTANCE OF 36.76 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

SOUTH 86°24'41" EAST, A DISTANCE OF 165.11 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

NORTH 89°18'59" EAST, A DISTANCE OF 138.45 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

NORTH 69°27'08" EAST, A DISTANCE OF 95.10 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

NORTH 80°52'46" EAST, A DISTANCE OF 37.68 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE SOUTH 80°07'57" EAST, A DISTANCE OF 65.68 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER IN THE EASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 289 BUSINESS (N. LOUISIANA DRIVE), A VARIABLE WIDTH RIGHT-OF-WAY, SAME BEING THE WESTERLY LINE OF A TRACT OF LAND DESCRIBED IN DEED TO VAN NICHOLS FAMILY LIMITED PARTNERSHIP, RECORDED IN INSTRUMENT NO. 20190613000682510, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (O.P.R.C.C.T.);

THENCE SOUTH 10°35'38" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND SAID WESTERLY LINE OF SAID VAN NICHOLS TRACT, A DISTANCE OF 412.92 FEET TO A 1/2-INCH IRON ROD FOUND IN THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN DEED TO LEWIS DICKERSON, RECORDED IN INSTRUMENT NO. 20100510000463340, O.P.R.C.C.T. AT THE SOUTHWEST CORNER OF SAID VAN NICHOLS TRACT;

THENCE SOUTH 88°52'14" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 61.20 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET IN THE EASTERLY LINE OF SAID CELINA 22 ADDITION AND THE WESTERLY RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 289 BUSINESS AT THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID DICKERSON TRACT;

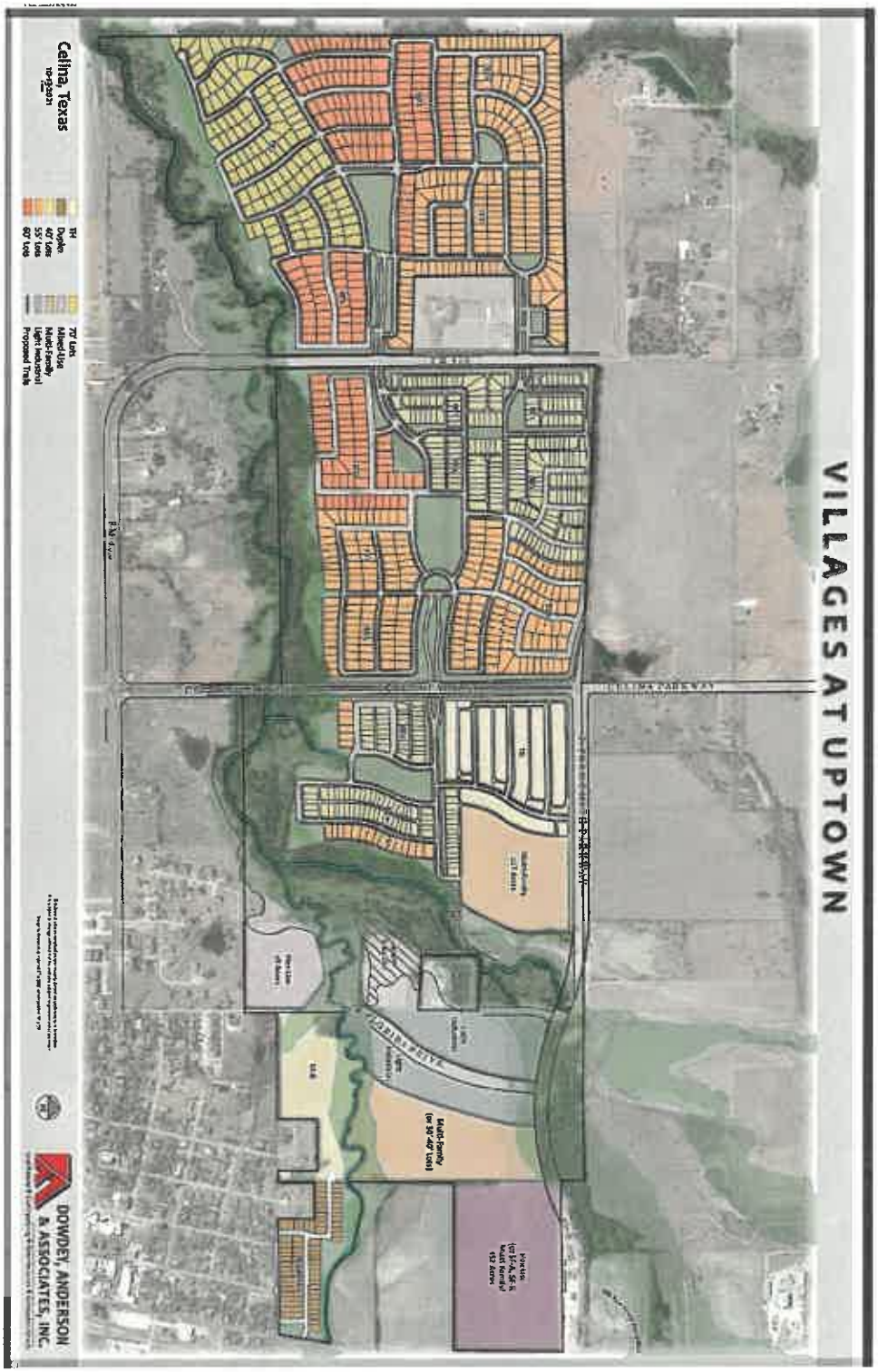
THENCE SOUTH 10°39'46" WEST, ALONG SAID EASTERLY LINE AND SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 0.77 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET IN THE NORTH LINE OF SAID 30-FOOT RIGHT-OF-WAY AT THE SOUTHEAST CORNER OF SAID CELINA 22 ADDITION;

THENCE SOUTH 89°24'02" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 935.87 FEET TO THE POINT OF BEGINNING AND CONTAINING 595,815 SQUARE FEET OR 13.678 ACRES OF LAND, MORE OR LESS.

Attachment: Development Agreement Amendment (Uptown - DA 1st Amendment)

EXHIBIT "C"

Concept Plan



Attachment: Development Agreement Amendment (Uptown - DA 1st Amendment)

EXHIBIT "J"

Annexation Consent Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CELINA, TEXAS, CONSENTING TO THE ADDITION OF CERTAIN LAND INTO UPTOWN MUNICIPAL UTILITY DISTRICT NO. 1 OF COLLIN COUNTY

WHEREAS, on _____, the City of Celina, Texas (the "City") received a Petition for Consent to Addition of Land to a Municipal Utility District (the "Petition") executed by Uptown Celina Partners L.P., a Texas limited partnership (the "Petitioner"), attached hereto as Exhibit "A;" and

WHEREAS, the Petition seeks to add that certain 29.815 acre tract of land described therein (the "Property") to Uptown Municipal Utility District No. 1 of Collin County (the "District"), the same being located in the corporate limits of the City; and

WHEREAS, Texas Local Government Code, Section 42.0425, provides that land within the corporate limits of a city, town or village may not be added to the District without the written consent of such city, town, or village; and

WHEREAS, the City Council desires to give its consent to the addition of the Property to the District; and

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

Section 1. That the facts set out in the preamble are true and correct and are incorporated herein for all purposes.

Section 2. That the City Council hereby gives its written consent, pursuant to Section 42.0425, Texas Local Government Code, to the addition of the Property to the District.

Section 3. The City Council of the City officially finds determines, recites, and declares that a sufficient 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 and at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, and that this meeting was open to the public as required by law at all times during which this Resolution and the subject matter thereof was discussed, considered, and formally acted upon. The City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

Attachment: Development Agreement Amendment (Uptown - DA 1st Amendment)

PASSED AND APPROVED the ____ day of _____, 2021.

_____
Mayor

ATTEST:

_____
City Secretary

Attachment: Development Agreement Amendment (Uptown - DA 1st Amendment)

Exhibit "A"
to Annexation Consent Resolution

Attachment: Development Agreement Amendment (Uptown - DA 1st Amendment)

EXHIBIT "K"

EDUCATION FUND AGREEMENT
[INSERT NAME OF DEVELOPMENT]

This EDUCATION FUND AGREEMENT (this "Agreement") is made between (INSERT NAME OF HOA) (the "HOA") and the Celina Association of Renaissance Excellence ("CARE"), a 501(c)(3) nonprofit corporation registered in the State of Texas. The HOA and CARE may be referred to herein individually as a "Party" or collectively as the "Parties". The effective date of this Agreement (the "Effective Date") shall be the latest date on which this Agreement is fully executed by the HOA and CARE.

RECITALS

WHEREAS, HOA is the homeowners' association of a master planned community located in (INSERT COUNTY NAME) County, Texas, containing approximately (INSERT NUMBER OF ACRES) acres of property, as described in **Exhibit A** hereto, known as "_____" (the "Community"), which shall be governed by the HOA in accordance with the terms and provisions of a master covenant, as the same may be amended from time to time (the "Master Covenant"); and

WHEREAS, the Parties desire to enter into a written agreement to memorialize the terms obligating the HOA to establish a continuing education fund (the "Fund"), described hereunder, to directly benefit the Community and each residential lot within the Community by providing educational, charitable and recreational activities and/or infrastructure to support quality of life ("Community Benefits"); and

WHEREAS, CARE is a corporation exempt from federal taxation under Section 501(c)(3), Internal Revenue Code of 1986 and was established to benefit Celina, Texas student academic improvement and achievement and to encourage students within the Celina Independent School District ("CISD") to pursue academic excellence; and

WHEREAS, the Parties agree that CARE shall be the sole beneficiary of the Fund and that all Fund balances shall be donated to CARE (the "Donations"); and

WHEREAS, CARE herby promises and agrees to use all Donations exclusively for the benefit of the Community and each residential lot within the Community by providing Community Benefits; and

WHEREAS, the Parties intend this Agreement to fully satisfy the requirement of Texas Property Code Chapter 5, Subchapter G, and agree that the contribution covenant described hereunder does not create a "private transfer fee" and that all Fund contributions arising from the sale and resale of homes within the Community (the "Contributions") qualify under Texas Property Code Section 5.202(b)(9)(C) as permissible.

Attachment: Development Agreement Amendment (Uptown - DA 1st Amendment)

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

ARTICLE I.
EDUCATION FUND CONTRIBUTION

1.1 Community Contribution Covenant. HOA shall cause to be recorded that certain Community Contribution Covenant, in the Official Public Records of each county in which said property is located (the "CCC"). The terms and provisions of the CCC shall be administered by the HOA and be substantially and functionally similar as the sample attached hereto as **Exhibit B**.

1.2 Continuing Education Fund. The CCC shall provide (a) that the HOA is required to collect a Contribution at the closing of each conveyance of a residential lot with a completed residence thereon (each a "Home"); (b) that said Contribution shall be in an amount equal to the sales price of the Home multiplied by .001, e.g., a house sale of $400,000 would generate a $400 contribution; (c) that all Contributions shall be deposited into the Fund's account and kept separate from all other HOA collections; and (d) that all Contributions shall be used in compliance with Texas Property Code Section 5.202(b)(9)(C) for the benefit of the Community and each Home within the Community. The HOA shall deliver Donations to CARE biannually, with payments being made on or before June 30th and December 31st of each calendar year. Donations must be made in amounts that represent the total of all Contributions actually collected and deposited into the Fund since the date of the last payment.

1.3 Use of Contributions by CARE. CARE shall only use Contributions to support educational, charitable, and recreational activities within CISD and hereby promises and agrees not to use Contributions for operational expenses, including but not limited to rent and utilities, wages and salaries, accounting and legal fees, interest expense, business travel, other overhead costs, and general and administrative expenses. CARE further promises and agrees to not grant CISD Contributions for operational expenses.

1.4 Right of Audit. CARE shall deliver an accounting of expenditures to the HOA on June 30th and December 31st of each calendar year detailing how Contribution payments have been spent since the date of last payment.

1.5 (INCUDE ONLY FOR COMMUNITIES IN DENTON COUNTY)Encumbered Property. The property described in **Exhibit A** is located in a public school attendance zone within a county with a population over 650,000, which is adjacent to both Dallas County and Tarrant County, each with a population over 1.8 million.

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ARTICLE II.
ADDITIONAL PROVISIONS

2.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; and (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

2.2 Severability. If any provision of this Agreement is determined by the final judgment of any court to be unenforceable, then such unenforceable provision shall be deleted from this Agreement, and the remainder of this Agreement shall be enforceable and shall be interpreted to give effect to the purposes and intent of the Parties represented by the remainder of this Agreement.

2.3 Term. The term of this Agreement shall begin on the Effective Date and shall continue until either the HOA or CARE dissolves, ceases to exist, or when all obligations of HOA, and CARE under this Agreement have been fulfilled.

2.4 Default and Remedies. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has had a reasonable time to cure the alleged failure (such reasonable time shall be determined based on the nature of the alleged failure and shall not to exceed thirty (30) days). In addition, no Party shall be in default under this Agreement if, within the applicable reasonable cure period, the Party to whom the default notice was given begins performance and thereafter uses its best efforts to diligently and continuously pursue performance until the alleged failure has been cured. If a Party is in default under this Agreement, then the non-defaulting Party shall be entitled to all remedies available under applicable law. The failure of either Party to insist, in one or more instances, upon performance by the other Party of any provision of this Agreement shall not be construed as a waiver of future performance of such provision.

2.5 Notices. Any notice required or contemplated by this Agreement shall be deemed given: (a) if mailed via U.S. Mail, Certified mail Return Receipt Requested, on the date actually received at the delivery address: or (b) if deposited with a private delivery service (such as UPS or FedEx), when delivered, as evidenced by a receipt signed by a person at the delivery address. All notices shall be addressed as set forth below; however, any Party may change its address for

Attachment: Development Agreement Amendment (Uptown - DA 1st Amendment)

purposes of this Agreement by giving notice of such change, as provided by this Section 2.6.

If to CARE:

_____

_____

_____

With a Copy to:

_____

_____

_____

If to HOA:

_____

_____

_____

With a Copy to:

_____

_____

_____

2.6 Applicable Law. This Agreement shall be interpreted in accordance with the Laws of the State of Texas and venue for any action in connection with this Agreement and shall be Collin County, Texas.

2.7 Benefited Parties. This Agreement is for the benefit of the HOA and its members, the Community and each Home within the Community, CISD students in the Community and the CISD community, and CARE. This Agreement shall not be construed as conferring any right on or to any other party.

2.8 Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with regard to the subject matter of this Agreement and supersedes and replaces any and all prior understandings and agreements, whether written or oral. This Agreement shall not be amended except in writing signed by the Parties.

2.9 Good Faith Cooperation. The Parties agree to use good faith in the performance of their respective duties and obligations under this Agreement such that the intent of the Parties shall be fulfilled. The Parties further agree to take such additional

Attachment: Development Agreement Amendment (Uptown - DA 1st Amendment)

actions, from time to time, as may be necessary to fully carry out the purposes and intent of this Agreement including, but not limited to, the execution of further documentation.

2.10 Representations and Warranties. Each Party represents and warrants that: (a) the execution of this Agreement has been approved and authorized by such Party; (b) this Agreement is binding upon and enforceable against such Party in accordance with the provisions hereof; (c) such Party has the ability to perform its duties and obligations under this Agreement; and (d) that the performance by such Party of its duties and obligations under this Agreement will not violate any other agreement by which such Party is bound. Should any provision of this Agreement be held by a court of competent jurisdiction to be void, invalid or unenforceable, the Parties agree to amend this Agreement in a manner that is lawful but still satisfies the intent of the Parties.

2.11 Attorney's Fees. In the event either Party files a lawsuit in connection with the enforcement of this Agreement, each Party shall be responsible for its own attorney's fees, whether or not such Party is the prevailing Party and might otherwise be entitled to recover all reasonable costs and expenses paid or incurred as the prevailing Party in connection with such lawsuit.

2.12 Miscellaneous. This Agreement may be executed in the multiple separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures on counterparts of this Agreement that are transmitted electronically shall be deemed effective for all purposes. If, pursuant to this Agreement, any date indicated herein falls on a holiday or a Saturday or Sunday, the date so indicated shall mean the next business day following such date. The term "holiday" shall mean any day on which state or national banks are not open for business in the State of Texas or public schools of CISD are not open for classes.

[Signature Pages Follow]

Attachment: Development Agreement Amendment (Uptown - DA 1st Amendment)

HOA:

_____

_____

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF___ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 2021, personally appeared _____, _____ of _____, a Texas limited liability company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

_____
Notary Public in and for the State of Texas

Attachment: Development Agreement Amendment (Uptown - DA 1st Amendment)

CELINA ASSOCIATION OF RENAISSANCE EXCELLENCE:

_____

_____

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF___ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 2021, personally appeared _____, _____ of _____, a Texas limited liability company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

_____

Notary Public in and for the State of Texas

Attachment: Development Agreement Amendment (Uptown - DA 1st Amendment)

EXHIBIT A—PROPERTY DESCRIPTION

Attachment: Development Agreement Amendment (Uptown - DA 1st Amendment)

EXHIBIT B—SAMPLE CCC

ARTICLE XX
DEFINITIONS

Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Master Covenant. Additionally, unless the context otherwise specifies or requires, the following words and phrases when used in this Covenant will have the meanings hereinafter specified.

"**Association**" means (insert HOA name and Secretary of State Registry) created under the Master Covenant to administer and govern the Community. The Association acts through a Majority vote of the Board.

"**Board**" means the Board of Directors of the Association. All acts of the Board hereunder shall be deemed an act of the Association when taken by a Majority vote of the Board.

"**Community**" refers to all or any portion of the Property made subject to the Master Covenant, and therefore this Covenant, which is described in the Notice of Applicability recorded pursuant to *Section XX* of the Master Covenant.

"**Community Enhancement Fee**" means a fee equal to the Transfer Price (as defined herein) multiplied by .001, e.g., a house sale of $400,000 would generate a $400 fee, unless the Transfer in question is excluded under this Covenant, which is payable to the Association upon the Transfer of any Lot or Condominium Unit with the Community.

"**Community Investment Fund**" means the account designated pursuant to this Covenant to receive the Community Enhancement Fee.

"**Condominium Unit**" means an individual unit, including any common element assigned thereto, within a condominium regime, if any, established within the Community. A Condominium Unit may be intended and designated in any Development Area Declaration for residential, commercial or live/work purposes.

"**Lot**" means any portion of the Community designated by Declarant in a Recorded written instrument or as shown as a subdivided lot on a plat other than Common Area, Special Common Area, or Lot on which a condominium regime has been established, and shall include both Commercial Lots and Residential Lots.

"**Majority**" means more than half.

"**Transfer**" means, for the purposes of the Community Enhancement Fee, any conveyance, assignment, or other grant or transfer of beneficial ownership of a Lot or Condominium Unit, whether occurring in one transaction or a series of related transactions, including but not limited to: (a) the conveyance of fee simple title to any Lot or Condominium Unit; (b) the transfer of more than fifty percent (50%) of the outstanding shares of the voting stock of a corporation which, directly, or indirectly, owns one or more Lots or Condominium Units; and (c) the transfer of more than fifty percent (50%) of the interests in net profits or net losses of any partnership, limited liability company, joint venture or other entity which, directly or indirectly, owns one or more Lots or Condominium Units; but "Transfer" shall not mean or include grants or conveyances expressly excluded under this Covenant.

Attachment: Development Agreement Amendment (Uptown - DA 1st Amendment)

"**Transferred Price**" means the greater of: (a) the price paid by the Transferee for the Lot or Condominium Unit; or (b) the value of the Lot or Condominium Unit, including any improvements or betterments constructed thereon, as determined by the Central Appraisal District of the county in which the Lot or Condominium Unit is located in their most recent valuation, excluding any reductions or exemptions, of such Lot or Condominium Unit for ad valorem tax purposes. For purposes of subparagraph (b) of the immediately preceding sentence, "valuation" means the appraised value without giving effect to any applicable tax exemptions.

"**Transferee**" means all parties to whom any interest passes by a Transfer, and each party included in the term Transferee shall have joint and several liability for all obligations of that transfer, as provided for in this Covenant.

"**Transferor**" means all parties who pass or convey any interest by a Transfer, and each party included in the term Transferor shall have joint and several liability for all obligations of that Transfer as provided for in this Covenant.

ARTICLE XX
COMMUNITY ENHANCEMENT FEE

Community Enhancement Fee. The Board, acting on behalf of the Association shall levy and collect the Community Enhancement Fee, as further set forth below.

Community Activities, Services and Programs. The Community Enhancement Fee shall be used to directly benefit the members of the Association and each Lot and Condominium Unit within the Association by providing the Community Enhancement Fee to entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Internal Revenue Code may be amended from time to time, that support the educational, charitable and recreational purposes of Celina Independent School District, in accordance with this Covenant, provided the recipient of the Community Enhancement Fee uses the funds for such stated purposes, in accordance with its bylaws, and not for operations or administration of the receiving entity.

Community Enhancement Fee Obligations. The covenants, conditions and restrictions set forth below are hereby impressed upon the Property.

(a) Obligation to Pay Community Enhancement Fee. Upon the Transfer of any Lot or Condominium Unit within the Community, the Transferor thereof shall be obligated to pay a **Community Enhancement Fee** to the Association equal to the **Transfer Price multiplied .001** (for example, the Community Enhancement Fee shall be $400 for the Transfer of a $400,000 Lot or Condominium Unit), unless the Transfer in question is excluded under this Covenant. The Community Enhancement Fee is imposed not as a penalty and not as a tax but as a means to provide additional funding to fulfill the goals set forth in the Master Covenant and this Covenant for the betterment of the Community. As such, the Community Enhancement Fee shall be deemed an assessment imposed by and subject to all rights, obligations and provisions set forth in the Master Covenant and this Covenant.

(b) Liability for the Community Enhancement Fee. If the Transferor does not

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pay the Community Enhancement Fee as required by this section, the Community Enhancement Fee payment shall become the personal obligation of the Transferee under the Transfer in question and there shall be a lien against the applicable Lot or Condominium Unit for the amount of the Community Enhancement Fee and any fees or sums associated with collection of same, and, if unpaid, shall be handled in accordance with the Master Covenant.

(c) Deposit of Community Enhancement Fee into Community Investment Fund. On behalf of the Association, the Board will establish a Community Investment Fund with a reputable financial institution for purposes of depositing, receiving and distributing the proceeds of the Community Enhancement Fee. No other funds will be deposited or held in the Community Investment Fund other than the proceeds of the Community Enhancement Fee and any interest earned thereon. Within sixty (60) days after the end of each calendar year, the Board shall cause to be prepared a Community Enhancement Fee receipts and disbursements schedule which may be in form which may be reviewed, on an annual basis, by a Certified Public Accountant.

(d) Due on Closing and Method for Payment. Payment of the Community Enhancement Fee shall be made upon the closing of the Transfer in cash or cash equivalent funds to the Association, at the address and account number specified by the Board from time to time. With such payment, the Transferor shall provide, or cause to be provided by the title company, a written report in a form approved by the Board (the "**Community Enhancement Fee Report**") which: (i) describes the Transfer and the Lot or Condominium Unit; (ii) sets forth the Transfer Price for the Transfer and the names and addresses of Transferor and Transferee; and (iii) provides such other information as the Board may reasonably require. The Board, at its own expense, shall have the right at any time during regular business hours to inspect and copy all records of a property closing of any owner or Transferor which are reasonably related to the payment of the Community Enhancement Fee.

(e) Disbursements. Upon majority vote, the Board may, from time to time, but no less frequently than bi-annually on June 30th and December 31st of each calendar year, make disbursements from the Community Investment Fund to entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Internal Revenue Code may be amended from time to time, that support the educational, charitable and recreational purposes of Celina Independent School District or to pay costs to administer this Covenant or the Community Investment Fund. The Association waives its statutory right to control a qualified recipient of disbursements hereunder.

(f) Community Enhancement Fee Lien and Foreclosure. Each owner, by accepting an interest in or title to a Lot or Condominium Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay the Community Enhancement Fee to the Association. Each Community Enhancement Fee is a charge on the Lot or Condominium Unit and is secured by a continuing lien on the Lot or Condominium Unit in the same manner as an assessment lien arising under the Master Covenant. Each owner, and each prospective owner, is placed on notice that the owner's title may be subject to the continuing lien for the Community Enhancement Fee attributable to a period prior to the date that the owner purchased a Lot or Condominium Unit. An express lien on each Lot or Condominium Unit is hereby granted and conveyed by Declarant to the Association to secure the payment of the Community

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Enhancement Fee which shall be enforced as an assessment lien in accordance with the terms and provisions set forth in the Master Covenant. The Community Enhancement Fee lien is superior to all other liens and encumbrances on a Lot or Condominium Unit, except only for: (i) tax and governmental assessment liens; (ii) all sums secured by a first Recorded deed of trust lien, to the extent such lien secures sums borrowed for the acquisition or improvement of the Lot or Condominium Unit in question; and (iii) home equity loans or home equity lines of credit which are secured by a Recorded second deed of trust lien; provided that, in the case of subparagraphs (ii) and (iii) above, such deed of trust lien was Recorded before the Community Enhancement Fee lien. The Community Enhancement Fee lien is superior to a lien arising from the construction of improvements to the Lot or Condominium Unit regardless of when recorded or perfected. It is also superior to any recorded assignment of the right to insurance proceeds on the Lot unless the assignment is part of a superior deed of trust lien. Foreclosure of a superior lien extinguishes the Association's claim against the Lot or Condominium Unit for an unpaid Community Enhancement Fee that became due before the sale, but does not extinguish the Association's claim against the former owner personally for the payment of such Community Enhancement Fee. The Association's lien for the Community Enhancement Fee is created by recordation of this Covenant, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien is required. However, the Association may record a notice of the lien in the Official Public Records of the county in which the property is located. If the debt is cured after a notice has been recorded, the Association will record a release of the notice of lien at the expense of the curing owner and may require reimbursement of its costs of preparing and recording the notice of lien before granting the release. By accepting an interest in or title to a Lot or Condominium Unit, each owner grants to the Association a power of sale in connection with the Community Enhancement Fee lien, which may be exercised in the same manner as all other assessment liens as further set forth in the Master Covenant.

(g) Reporting Required for Exclusions from Community Enhancement Fee. If a Transferor is involved in a Transfer that Transferor believes is excluded from the requirement to pay the Community Enhancement Fee under this Covenant, the Transferor shall provide written notice (the "Notice of Claim of Exclusion") to the Board a minimum of five (5) business days prior to the Transfer in question. The Notice of Claim of Exclusion shall include the Transfer details and the reason the Transferor believes such Transfer should be excluded. If, after review of the Notice of Claim of Exclusion, the Board does not concur that the Transfer in question should be excluded from the Community Enhancement Fee, (i) the Board will notify the Transferor or the Transferor's title company of its obligation to pay the Community Enhancement Fee to the Association and (ii) the Transferor shall pay the applicable Community Enhancement Fee. Prior to its decision on any Notice of Claim of Exclusion, the Board may request additional information or clarification from the Transferor submitting a Notice of Claim of Exclusion, and the Transferor shall promptly provide the Board with the additional information being requested by the Board. Copies of all notices and correspondence between the Transferor and the Board under this section shall be provided to the Transferee by the Transferor.

(h) Exclusions from the Community Enhancement Fee. The Community

Attachment: Development Agreement Amendment (Uptown - DA 1st Amendment)

Enhancement Fee shall not apply to the following, except to the extent any of the following Transfers (set forth below in subparagraphs i – xiii) are used for the purpose of avoiding the Community Enhancement Fee.

i. Transfers to Certain Governmental Agencies. Any Transfer to the United States, or any agency or instrumentality thereof, the State of Texas, or any county, city, county, municipality, district or other political subdivision thereof.

ii. Transfer to the Association. Any Transfer to the property owner association created pursuant to the Master Covenant, or it respective successors or assignees.

iii. Transfer to Declarant. Any Transfer to Declarant, any affiliate of Declarant or their successors or assignees.

iv. Transfer from Declarant. Any Transfer from Declarant, any affiliate of Declarant or their successors or assignees.

v. Transfer to Development Owner. Any Transfer from Declarant, or its successors, assignees or affiliates to Development Owner. For purposes of this subparagraph, "**Development Owner**" means any owner who acquires a Lot for the purpose of resale to a Homebuilder; and "**Homebuilder**" means any owner who is in the business of constructing residences for resale to third parties and intends to construct a residence on a Lot or Condominium Unit for resale to a third party.

vi. Exempt Family or Related Transfers. Any Transfer, whether outright or in trust that is for the benefit of the Transferor or his or her relatives, but only if there is no more than nominal consideration for the Transfer. For the purposes of this exclusion, the relatives of a Transferor shall include all lineal descendants of any grandparent of the Transferor, and the spouses of the descendants. Any person's stepchildren and adopted children shall be recognized as descendants of that person for all purposes of this exclusion.

vii. Exemption for Transfers on Death. Any Transfer or change of interest by reason of death, whether provided for in a will, trust or decree of distribution.

viii. Exempt Technical Transfers. Any Transfer made solely for the purpose of confirming, correcting, modifying or supplementing a Transfer previously recorded, making minor boundary adjustments, removing clouds on titles, or granting easements, rights-of-way or licenses.

ix. Exempt Court Ordered Transfers. Any Transfer pursuant to any decree or order of a court of record determining or vesting title, including a final order awarding title pursuant to a divorce or condemnation proceeding.

x. Exempt Transfers on Conveyance to Satisfy Certain Debts. Any Transfer to secure a debt or other obligation or to release property which is security for a debt or other obligation, including Transfers in connection with foreclosure of a deed of trust or Transfers in connection with a deed given in lieu of foreclosure.

xi. Holding Company Exception. Any Transfer made by a corporation or other entity, for consideration (i) to any other corporation or entity which owns one-hundred percent (100%) of its equity securities (a **"Holding Company"),** or (ii) to a corporation or entity whose stock or other equity securities are owned, directly or indirectly, one-hundred percent (100%) by such Holding Company.

xii. Subsidiary Conveyance Exemption. Any Transfer from a partially owned direct

Attachment: Development Agreement Amendment (Uptown - DA 1st Amendment)

or indirect subsidiary corporation to its direct or indirect parent corporation where consideration is paid for, or in connection with such transfer.

xiii. Exemption for Certain Conveyances of Convenience. The consecutive Transfer of a Lot or Condominium Unit wherein the interim owner acquires such Lot or Condominium Unit for the sole purpose of immediately re-conveying such Lot or Condominium Unit to the ultimate owner and such interim owner receives no right to use or enjoyment of such Lot or Condominium Unit, provided the Board specifically approves such exemption in each particular case.

Attachment: Development Agreement Amendment (Uptown - DA 1st Amendment)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Bella Lopez, Senior Planner
CC: Jason Laumer, City Manager
Date: November 9, 2021
Re: Sutton Fields II PID NIA Phase #5B Pre-SAP

Action Requested:
Consider and act upon a resolution of the City of Celina, Texas, determining the costs of certain authorized improvements to be financed within Neighborhood Improvement Area #5B of the Sutton Fields II Public Improvement District; approving a preliminary amended and restated service plan and assessment plan, including a proposed Neighborhood Improvement Area #5B Assessment Roll; directing the filing of the proposed Neighborhood Improvement Area #5B Assessment Roll with the City Secretary; and providing for noticing and calling a public hearing on December 14, 2021 to consider an ordinance levying assessments on property located within Neighborhood Improvement Area #5B of the Sutton Fields II Public Improvement District. (Sutton Fields II PID NIA Phase #5B Pre-SAP) (Lopez)

Background:
Please refer to the attachments for additional information.

Supporting Documents:
- Draft Resolution

Staff Recommendation:
Staff recommends approval.

CITY OF CELINA, TEXAS

RESOLUTION NO. 2021-__R

A RESOLUTION OF THE CITY OF CELINA, TEXAS DETERMINING THE COSTS OF CERTAIN AUTHORIZED IMPROVEMENTS TO BE FINANCED WITHIN NEIGHBORHOOD IMPROVEMENT AREA #5B OF THE SUTTON FIELDS II PUBLIC IMPROVEMENT DISTRICT; APPROVING A PRELIMINARY AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN UPDATED FOR NEIGHBORHOOD IMPROVEMENT AREA #5B, INCLUDING A PROPOSED NEIGHBORHOOD IMPROVEMENT AREA #5B ASSESSMENT ROLL; DIRECTING THE FILING OF THE PROPOSED NEIGHBORHOOD IMPROVEMENT AREA #5B ASSESSMENT ROLL WITH THE CITY SECRETARY TO MAKE AVAILABLE FOR PUBLIC INSPECTION; NOTICING A PUBLIC HEARING FOR DECEMBER 14, 2021 TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN NEIGHBORHOOD IMPROVEMENT AREA #5B OF THE SUTTON FIELDS II PUBLIC IMPROVEMENT DISTRICT; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

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

WHEREAS, on October 13, 2015, the City Council conducted a public hearing to consider a petition received by the City on September 3, 2015 titled “Petition for the Creation of a Public Improvement District Within the City of Celina, Texas, for the Sutton Fields II Public Improvement District” requesting the creation of a public improvement district; and

WHEREAS, on October 13, 2015, the City Council approved Resolution No. 2015-51R (the "Authorization Resolution"), authorizing, establishing, and creating the Sutton Fields II Public Improvement District” (the “District”); and

WHEREAS, the City authorized the creation of the District and the issuance of up to $85,000,000.00 in bonds for the District to finance certain public improvements authorized by the Act for the benefit of the property within the District (the “Authorized Improvements”); and

WHEREAS, the property within the District is being developed in phases, of which Phase #4A includes approximately 43.391 acres (“Phase #4A”), Phase #4C includes approximately 17.203 acres (“Phase #4C”), Phase #5 includes approximately 47.556 acres (“Phase #5”), Phase #7 includes approximately 35.081 acres (“Phase #7”), Phase #8A includes approximately 17.866 acres (“Phase #8A”), and Phase #8B includes approximately 7.196 acres (“Phase #8B”) (Phase

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

#4A, Phase #4C, Phase #5, Phase #7, Phase #8A, and Phase #8B are collectively, "Neighborhood Improvement Area #5B"); and

WHEREAS, the City Council and the City staff have been presented a "Sutton Fields II Public Improvement District Amended and Restated Preliminary Service Plan Updated for Neighborhood Improvement Area #2, Neighborhood Improvement Area #3, Neighborhood Improvement Area #4, Neighborhood Improvement Area #5A, and Neighborhood Improvement Area #5B," dated November 9, 2021 (the "Preliminary Amended and Restated SAP"), including the proposed assessment roll related to Neighborhood Improvement Area #5B attached thereto as Appendix J-3 (the "Proposed Neighborhood Improvement Area #5B Assessment Roll"), a copy of the Preliminary Amended and Restated SAP is attached hereto as **Exhibit A** and is incorporated herein for all purposes; and

WHEREAS, the Preliminary Amended and Restated SAP sets forth the estimated total costs of certain Authorized Improvements to be financed by the District at this time to benefit property within Neighborhood Improvement Area #5B and the Proposed Neighborhood Improvement Area #5B Assessment Roll states the assessments proposed to be levied against each benefitted parcel of land in Neighborhood Improvement Area #5B of the District, as determined by the method of assessment chosen by the City and set forth in the Preliminary Amended and Restated SAP; and

WHEREAS, the PID Act requires that the Proposed Neighborhood Improvement Area #5B Assessment Roll be filed with the City Secretary of the City (the "City Secretary") or the Assisatnt City Secretary of the City (the "Assistant City Secretary") and be subject to public inspection; and

WHEREAS, the PID Act requires that a public hearing (the "Assessment Hearing") be called to consider proposed assessments against the benefitted property within Neighborhood Improvement Area #5B of the District and requires City Council to hear and pass on any objections to the proposed assessments at, or on the adjournment of, the Assessment Hearing; and

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

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

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

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

SECTION 2. The City Council does hereby accept the Preliminary Amended and Restated SAP for the District, including the Proposed Neighborhood Improvement Area #5B Assessment Roll, in a form substantially similar to the attached **Exhibit A**, and which is incorporated herein for all purposes. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Preliminary Amended and Restated SAP.

SECTION 3. The City Council hereby determines that the total costs of the Neighborhood Improvement Area #5B Improvements to be financed by the District are as set forth in Table III-F of the Preliminary Amended and Restated SAP.

SECTION 4. The City Council's final determination and approval of the costs of the Neighborhood Improvement Area #5B Improvements, or any portion thereof, shall be subject to and contingent upon City Council's approval of a final, updated Amended and Restated Service and Assessment Plan which will include a final Neighborhood Improvement Area #5B Assessment Roll, after the properly noticed and held Assessment Hearing.

SECTION 5. The Proposed Neighborhood Improvement Area #5B Assessment Roll states the assessments and the projected annual installments proposed to be levied against each parcel of land in Neighborhood Improvement Area #5B of the District that benefits from the Neighborhood Improvement Area #5B Improvements, as determined by the method of assessment chosen by the City in the Authorization Resolution and as more fully described in the Preliminary Amended and Restated SAP.

SECTION 6. The City Council hereby authorizes and directs the filing of the Proposed Neighborhood Improvement Area #5B Assessment Roll with the City Secretary or the Assistant City Secretary and directs the City Secretar or the Assistant City Secretary to make the same available for public inspection.

Section 7. The City Council hereby authorizes, and calls, a public hearing (the Assessment Hearing, as defined above) to be held on **December 14, 2021, at or after 5:00 p.m.** in the Celina City Council Chambers, 112 N. Colorado Street, Celina, Texas 75009, at which, the City Council shall, among other actions, hear and pass on any objections to the proposed

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

assessments, and, upon the adjournment of the Assessment Hearing, the City Council will consider an ordinance levying the assessments as special assessments on property located within Neighborhood Improvement Area #5B of the District that benefits from the Neighborhood Improvement Area #5B Improvements and which ordinance shall specify the method of payment of the assessments.

SECTION 8. The City Council hereby authorizes and directs the City Secretary or the Assistant City Secretary to publish notice of the Assessment Hearing to be held on **December 14, 2021**, in substantially the form attached hereto as **Exhibit B** and incorporated herein for all purposes, in the *Celina Record*, a newspaper of general circulation in the City, on or before **December 2, 2021**, as required by Section 372.016(b) of the PID Act.

SECTION 9. When the Proposed Neighborhood Improvement Area #5B Assessment Roll is filed with the City Secretary or the Assistant City Secretary, the City Council hereby authorizes and directs the City Secretary or the Assistant City Secertary, on or before **December 2, 2021** to mail to owners of property liable for the proposed assessments notice of the Assessment Hearing to be held on **December 14, 2021**, as required by Section 372.016(c) of the PID Act.

SECTION 10. City staff is authorized and directed to take such other actions as are required (including, but not limited to, notice of the public hearing as required by the Texas Open Meetings Act) to place the public hearing on the agenda for the **December 14, 2021** meeting of the City Council.

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

[*Remainder of Page Intentionally Left Blank*]

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

ADOPTED, PASSED, AND APPROVED on this the 9th day of November, 2021.

_____
Mayor Pro Tem

ATTEST:

_____
Assistant City Secretary

(City Seal)

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

EXHIBIT A

PRELIMINARY AMENDED AND RESTATED SAP

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

SUTTON FIELDS II PUBLIC IMPROVEMENT DISTRICT

CITY OF CELINA, TEXAS

AMENDED AND RESTATED PRELIMINARY SERVICE AND ASSESSMENT PLAN

June 13, 2017

As updated for NIA #3 on June 11, 2019, collectively updated for NIA #2 & NIA #3 on September 10, 2019, updated for NIA #4 on July 14, 2020 and September 8, 2020, updated for NIA #5A on July 13, 2021, and updated for the NIA #5 Bonds on November 9, 2021

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

SUTTON FIELDS II PUBLIC IMPROVEMENT DISTRICT

AMENDED AND RESTATED PRELIMINARY SERVICE AND ASSESSMENT PLAN

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Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

RECITALS

WHEREAS, this Service and Assessment Plan amends and restates that particular Sutton Fields PID II Service and Assessment Plan approved by the City Council on November 10, 2015 (the "Original SAP"); and

WHEREAS, certain terms used herein are defined in Section II; and

WHEREAS, on September 3, 2015, CADG Sutton Fields, LLC, a Texas limited liability company; owner of a majority of the real property petitioned the City for creation of a PID; and

WHEREAS, by Resolution 2015-51R adopted on October 13, 2015, after notice and a public hearing in the manner required by law, the City Council of the City of Celina, Texas approved a resolution authorizing the creation of the Sutton Fields II Public Improvement District (the "District") of the City of Celina; and

WHEREAS, on November 10, 2015, after notice and a public hearing conducted in the manner required by law, the City Council adopted Ordinance Nos. 2015-54 and 2015-56 approving the Sutton Fields II Public Improvement District Original SAP and Assessment Rolls and the levy of assessments on property in the District; and

WHEREAS, the original plan of development contemplated the City to provide retail water and sewer service, the Developer had agreed to secure the water and wastewater certificates of convenience and necessity ("CCNs") from Mustang Special Utility District for an estimated cost of $3,300,000 as shown in the Major Improvements budget in the Original SAP and in connection with the securing of the CCN Certificate in order to provide water and wastewater services for the City, the Developer had agreed to purchase capacity for such services from Upper Trinity Regional Water District ("UTRWD") for an estimated cost of $800,000; and

WHEREAS, Mustang Special Utility District ("MSUD") held the certificates of convenience and necessity (the "CCNs") to provide retail water and sewer service to Tract A; and

WHEREAS, Aqua Texas ("Aqua") held the CCNs to provide retail water and sewer service to Tract B; and

WHEREAS, MSUD CCNs were decertified on July 16, 2015 and Aqua CCNs were decertified on March 22, 2016, in order to allow the City to provide retail water and sewer service to the Property; and

WHEREAS, the Developer and the City have agreed that the Property will receive water and sewer service from MSUD; and

WHEREAS, the MSUD, the City, and the Developer entered into that certain Facilities Agreement (the "Facilities Agreement") effective on June 13, 2017, wherein MSUD has agreed to provide retail water and sewer service to the Assessed Property and, therefore, the CCNs and the UTRWD capacity included in the Original SAP are no longer required; and

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

WHEREAS, the City Council decided to amend and restate the Original SAP to, among other things, allow MSUD to provide retail water and sewer service to the Assessed Property; and

WHEREAS, the City and the Developer entered that certain Sutton Fields II Public Improvement District Neighborhood Improvement Area #1 Reimbursement Agreement, effective November 10, 2015 (the "NIA #1 Reimbursement Agreement"), to pay and reimburse the Developer for cost of Neighborhood Improvement Area #1 Improvements (as defined in the Reimbursement Agreement) plus interest; and

WHEREAS, the City and the Developer entered that certain Sutton Fields II Public Improvement District Neighborhood Improvement Area #2 Reimbursement Agreement, effective August 28, 2018 (the "NIA #2 Reimbursement Agreement"), to pay and reimburse the Developer for cost of Neighborhood Improvement Area #2 Improvements (as defined in the Reimbursement Agreement) plus interest; and

WHEREAS, the City and the Developer entered that certain Sutton Fields II Public Improvement District Neighborhood Improvement Area #3 Reimbursement Agreement, effective June 11, 2019 (the "NIA #3 Reimbursement Agreement"), to pay and reimburse the Developer for cost of Neighborhood Improvement Area #3 Improvements (as defined in the Reimbursement Agreement) plus interest; and

WHEREAS, the City and the Developer entered that certain Sutton Fields II Public Improvement District Neighborhood Improvement Area #4 Reimbursement Agreement, effective July 14, 2020 (the "NIA #4 Reimbursement Agreement"), to pay and reimburse the Developer for cost of Neighborhood Improvement Area #4 Improvements (as defined in the Reimbursement Agreement) plus interest; and

WHEREAS, the City and the Developer entered that certain Sutton Fields II Public Improvement District Neighborhood Improvement Area #5A Reimbursement Agreement, effective July 13, 2021 (the "NIA #5A Reimbursement Agreement"), to pay and reimburse the Developer for cost of Neighborhood Improvement Area #5A Improvements (as defined in the Reimbursement Agreement) plus interest; and

WHEREAS, the City and the Developer determined that due to the change in water and sewer service providers, the Developer will no longer expend the amount of $2,225,000.00 for the costs incurred in the construction of the Neighborhood Improvement Area #1 Improvements (as defined in the NIA #1 Reimbursement Agreement) for which the City would be obligated to reimburse the Developer; and

WHEREAS, the City Council approved the creation of *Reinvestment Zone Number Four, City of Celina, Texas* ("TIRZ No. 4"), on November 5, 2015; and

WHEREAS, the TIRZ Credit related to TIRZ No. 4 was amended to reduce the City's participation rate; and

WHEREAS, the City created TIRZ No. 8 to encompass the Neighborhood Improvement Areas #2-5 Assessed Property; and

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

WHEREAS, the Original SAP was amended and restated on August 28, 2018, as updated from time to time:

NOW THEREFORE, the Service and Assessment Plan is updated as follows:

(remainder of this page is intentionally left blank)

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On October 13, 2015, (the "Creation Date") the City Council of the city of Celina, Texas (the "City") passed and approved Resolution No. 2015-51R approving and authorizing the creation of the Sutton Fields II Public Improvement District (the "PID") to finance the costs of certain public improvements for the benefit of property within the PID (the "Authorized Improvements"), which is located within the City.

Certain development standards have been established for the property within the PID pursuant to the terms and conditions of that certain Amended and Restated Sutton Fields Facilities and Development Agreement dated June 13, 2017 ("the Development Agreement"). The property in the PID is proposed to be developed in approximately five phases, and the PID will finance Authorized Improvements for each phase as each phase is developed. Assessments will be imposed on all property in each phase for the Authorized Improvements to be provided for that phase.

Chapter 372 of the Texas Local Government Code, the "Public Improvement District Assessment Act" (as amended, the "PID Act"), governs the creation and operation of public improvement districts within the State of Texas. This Sutton Fields II Public Improvement District Amended and Restated Service and Assessment Plan has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan "must (i) cover a period of at least five years; (ii) define the annual indebtedness and the projected costs for improvements; and (iii) include a copy of the notice form required by Section 5.014, Property Code." The service plan is described in Section IV of this Service and Assessment Plan. The copy of the notice form required by Section 5.014 of the Texas Property Code, as amended, is attached hereto as Appendix D.

Section 372.014 of the PID Act requires that "an assessment plan must be included in the annual service plan." The assessment plan is described in Section V.

Section 372.015 of the PID Act requires that the "governing body of the municipality or county shall apportion the cost of an improvement to be assessed against property in an improvement district." The method of assessing the Authorized Improvement Costs and apportionment of such costs to the property in the PID is included in Section V.

Section 372.016 of the PID Act requires that "after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed Assessment Roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter." The proposed Assessment Rolls for the PID are included as Appendix E, Appendix F, Appendix G, Appendix H, Appendix I, and Appendix J (which consists of Appendix J-1, Appendix J-2, and Appendix J-3) of this Service and Assessment Plan. The Assessments as shown on the proposed Assessment

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

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

B. DEFINITIONS

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

"**Actual Cost(s)**" means, with respect to an Authorized Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement, as specified in a certification for payment, as defined in the Construction, Funding and Acquisition Agreement, that has been reviewed and approved by the respective City. Actual Cost may include (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Authorized Improvement, (b) the costs of preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs for external professional costs associated with such Authorized Improvement, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, and taxes (e) the costs of all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and material men in connection with the acquisition, construction or implementation of the Authorized Improvements, (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal, and consulting fees, financing charges, taxes, governmental fees and charges (including inspection fees, County permit fees, development fees), insurance premiums, miscellaneous expenses, and all advances and payments for Administrative Expenses. Actual Costs include general contractor's fees in an amount up to a percentage equal to the percentage of work completed and accepted by the City or construction management fees in an amount up to five percent of the eligible Actual Costs described in a certification for payment, as defined in the respective Construction, Funding and Acquisition Agreement, that has been reviewed and approved by the City. The amounts expended on legal costs, taxes, governmental fees, insurance premiums, permits, financing costs, and appraisals shall be excluded from the base upon which the general contractor and construction management fees are calculated.

"**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) creating and organizing the PID, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the PID, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Assessments and the system of registration and transfer of the PID Bonds, (v) issuing, paying and redeeming the PID Bonds (vii) investing or depositing of monies, (viii) complying with the PID Act and codes with respect to the PID Bonds, (ix) the Trustee fees and expenses relating to the PID Bonds, including other reasonable fees (x) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors (xi) administering the construction of the Authorized Improvements. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the PID

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

"Administrator" means the employee or designee of the City, identified in any indenture of trust relating to the PID Bonds or identified in any agreement approved by City Council, who shall have the responsibilities provided for herein and in the Service and Assessment Plan.

"Annual Installment" means, with respect to each Assessed Property, each annual payment of the: (i) Assessments (including the principal of and interest on), as shown on the Assessment Rolls attached hereto as Appendix E, Appendix F, Appendix G, Appendix H, Appendix I, and Appendix J or in an Annual Service Plan Update, and calculated as provided in Section VII of this Service and Assessment Plan, (ii) Administrative Expenses, (iii) Prepayment reserve described in Section V of this Service and Assessment Plan, and (iv) Delinquency reserve described in Section V of this Service and Assessment Plan.

"Annual Service Plan Update" has the meaning set forth in Section VI of this Service and Assessment Plan.

"**As-Built Assessed Value**" means the estimated future assessed value of a parcel after construction.

"**Assessed Property**" means a Parcel, other than Non-Benefitted Property, of land located within the PID, described by metes and bounds, 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 County, against which an Assessment is levied by the Assessment Ordinance in accordance with the Service and Assessment Plan.

"Assessment" means an assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act. An Assessment for a Parcel consists of the Annual Installments to be collected in all years and includes Administrative Expenses and interest on all Assessments.

"**Assessment Ordinance**" means each ordinance adopted by the City Council approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan) and levying the Assessments.

"Assessment Roll(s)" means the document(s) included in this Service and Assessment Plan as Appendix E, Appendix F, Appendix G, Appendix H, Appendix I, and Appendix J (which consists of Appendix J-1, Appendix J-2, and Appendix J-3) 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 PID Bonds or in connection with any Annual Service Plan Update or any other Assessment Rolls in an amendment or supplement to this Service and Assessment Plan.

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

"Authorized Improvements" means the public improvements identified in Section III herein and authorized under Section 372.003 of the PID Act, acquired, constructed and installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.
"Authorized Improvement Costs" mean the actual or budgeted costs, as applicable, of all or any portion of the Authorized Improvements.

"City" means City of Celina, Texas.

"**City Council**" means the duly elected governing body of the City.

"Construction, Funding and Acquisition Agreement" means as applicable, the (i) "Neighborhood Improvement Areas #2-5 Construction, Funding and Acquisition Agreement" between the City and the Developer relating to the Neighborhood Improvement Areas #2-5 Major Improvement Bonds, dated as of November 10, 2015, which provides for the appointment, levying and collection of Assessments, the construction of the Neighborhood Improvement Areas #2-5 Major Improvements, the maintenance of the Neighborhood Improvement Areas #2-5 Major Improvements, the issuance of bonds and other matters related thereto, (ii) the "Neighborhood Improvement Area #1 Construction, Funding and Acquisition Agreement" between the City and the Developer relating to the Neighborhood Improvement Area #1 Bonds, dated as of November 10, 2015, which provides for the appointment, levying and collection of Assessments, the construction of the Neighborhood Improvement Area #1 Improvements, the maintenance of the Neighborhood Improvement Area #1 Improvements, the issuance of bonds and other matters related thereto, (iii) the "Neighborhood Improvement Area #2 Construction, Funding and Acquisition Agreement" between the City and the Developer dated as of August 28, 2018, (iv) the "Neighborhood Improvement Area #3 Construction, Funding and Acquisition Agreement" between the City and the Developer dated as of June 11, 2019, (v) the "Neighborhood Improvement Area #4 Construction, Funding and Acquisition Agreement" between the City and the Developer dated as of July 14, 2019, (v) the "Neighborhood Improvement Area #5A Construction, Funding and Acquisition Agreement" between the City and the Developer dated as of July 13, 2021, and (vi) the "Neighborhood Improvement Area #5B Construction, Funding, and Acquisition Agreement" between the City and the Developer dated as of December 14, 2021.

"**County**" means Denton County, Texas.

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

"Developer" means, as applicable, CADG Sutton Fields, LLC, a Texas limited liability company; CADG Sutton Fields II, LLC, a Texas limited liability company, and MM Sutton Fields 4A-4B, LLC, a Texas limited liability company.

"Homeowner Association Property" means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to, whether in fee simple or through an exclusive

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

use easement, a Homeowner's Association established for the benefit of property owners within the PID.

"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 one or more PID Bonds, as modified, amended, and/or supplemented from time to time.

"Lot" means a tract of land described as a "lot" in a subdivision plat recorded in the Official Public Records of Denton County, Texas.

"Lot Type" means a classification of final building lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, etc.), as determined by the Administrator and confirmed by the City Council. In the case of single family residential Lots, the Lot Type shall be further defined by classifying the residential lots by the estimated Lot size and Lot width.

"Major Improvements" means both on-site and off-site Authorized Improvements which benefit all Assessed Property within the PID and described in Section III.

"Neighborhood Improvement Area #1" means the initial area being developed within the PID as Phase 1, as generally shown on the map on Table II-B consisting of approximately 130 acres**.**

"Neighborhood Improvement Area #1 Assessed Property" means any and all Parcels within Neighborhood Improvement Area #1 other than Non-Benefited Property and as shown in the Neighborhood Improvement Area #1 Assessment Roll against which an Assessment relating to the Neighborhood Improvement Area #1 Improvements is levied.

"**Neighborhood Improvement Area #1 Assessment Roll**" means the Assessment Roll covering the Neighborhood Improvement Area #1 included in this SAP as Appendix E, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Updates.

"Neighborhood Improvement Area #1 Bonds" means those certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series, 2015 (Sutton Fields II Public Improvement District Neighborhood Improvement Area #1 Project)" that are secured by actual revenues received by or on behalf of the City from the collection of Assessments levied against Neighborhood Improvement Area #1 Assessed Property, or the Annual Installments thereof, for the Neighborhood Improvement Area #1 Improvements.

"**Neighborhood Improvement Area #1 Improvements**" means (i) the pro rata portion of the Major Improvements that benefit the entire PID allocable to the Neighborhood Improvement Area #1, and (ii) the Authorized Improvements which only benefit the Neighborhood Improvement Area #1 Assessed Property and are described in Section III.B hereto, and which have been financed with Neighborhood Improvement Area #1 Bonds.

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

"Neighborhood Improvement Area #2" or "NIA #2" means the property within the PID, being developed as Phase 1C, as depicted on the map in Appendix A consisting of approximately 45.4 acres within the PID.

"Neighborhood Improvement Area #2 Assessed Property" means, for any year, any and all Parcels within Neighborhood Improvement Areas #2 other than Non-Benefited Property.

"Neighborhood Improvement Area #2 Assessment Roll" means the Assessment Roll covering Neighborhood Improvement Area #2 included in this SAP as Appendix G, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any updates prepared or in connection with any Annual Service Plan Update.

"**Neighborhood Improvement Area #2 Initial Parcel**" means the portion of all Parcels located within Neighborhood Improvement Area #2, which includes the following tax map identification numbers assigned by the Denton County Appraisal District: 134236.

"Neighborhood Improvement Area #2 Improvements" means those Authorized Improvements that benefit the Neighborhood Improvement Area #2, as described in Section III.D hereto, and which have been financed with the Neighborhood Improvement Areas #2 Reimbursement Agreement and/or the Neighborhood Improvement Area #2-3 Bonds.

"Neighborhood Improvement Area #2 Reimbursement Agreement" means the reimbursement agreement by and between the City and the Developer in which the Developer agrees to fund the Actual Costs of certain Neighborhood Improvement Area #2 Improvements and the City agrees to reimburse the Developer for the Actual Costs of those Neighborhood Improvement Area #2 Improvements funded by the Developer with interest as permitted by the Act.

"Neighborhood Improvement Areas #2-3 Bonds" means those certain City of Celina, Texas Special Assessment Revenue Bonds, Series 2019 (Sutton Fields II Public Improvement District Neighborhood Improvement Area's #2-3 Projects) that are secured by actual revenues received by or on behalf of the City from the collection of Assessments levied against Neighborhood Improvement Area #2 Assessed Property and Neighborhood Improvement Area #3 Assessed Property, or the Annual Installments thereof, for the Neighborhood Improvement Area #2 Improvements and Neighborhood Improvement Area #3 Improvements.

"Neighborhood Improvement Areas #2-5" means the property within the PID, excluding the Neighborhood Improvement Area #1, as depicted on the map on Table II-C consisting of approximately 493 acres within the PID.

"Neighborhood Improvement Areas #2-5 Assessed Property" means, for any year, any and all Parcels within Neighborhood Improvement Areas #2-5 other than Non-Benefited Property.

"Neighborhood Improvement Areas #2-5 Assessment Roll" means the Assessment Roll covering Neighborhood Improvement Areas #2-5 Major Improvements included in this SAP as Appendix F, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any updates prepared in connection with the issuance

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of PID Bonds or in connection with any Annual Service Plan Update.

"**Neighborhood Improvement Areas #2-5 Initial Parcel**" means the portion of all Parcels located within Neighborhood Improvement Areas #2-5, which includes the following tax map identification numbers assigned by the Denton County Appraisal District: 52680, 122875, 52751, 52810, 52744, 52760, 52721, 660188, 134236.

"Neighborhood Improvement Areas #2-5 Major Improvements" means the portion of those Major Improvements that benefit the entire PID that are allocable to Neighborhood Improvement Areas #2-5, as described in Section III.C hereto, and which are to be financed with the Neighborhood Improvement Areas #2-5 Major Improvement Bonds.

"Neighborhood Improvement Areas #2-5 Major Improvement Bonds" means those certain City of Celina, Texas Special Assessment Revenue Bonds, Series 2015 (Sutton Fields II Public Improvement District Neighborhood Improvement Areas #2-5 Major Improvement Project) that are secured by Assessments levied on Neighborhood Improvement Areas #2-5 Assessed Property.

"Neighborhood Improvement Area #3" or "NIA #3" means the property within the PID, being developed as Phases 2A and 2B, as depicted on the map in Appendix A consisting of approximately 77.4 acres within the PID.

"Neighborhood Improvement Area #3 Assessed Property" means, for any year, any and all Parcels within Neighborhood Improvement Areas #3 other than Non-Benefited Property.

"Neighborhood Improvement Area #3 Assessment Roll" means the Assessment Roll covering Neighborhood Improvement Area #3 included in this SAP as Appendix H, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

"**Neighborhood Improvement Area #3 Initial Parcels**" means the portion of all Parcels located within Neighborhood Improvement Area #3, which includes the following tax map identification numbers assigned by the Denton County Appraisal District: 52810, 52744, 52760, and 52721.

"Neighborhood Improvement Area #3 Improvements" means those Authorized Improvements that benefit the Neighborhood Improvement Area #3, as described in Section III.E hereto, and which are to be financed with the Neighborhood Improvement Areas #3 Reimbursement Agreement and/or the Neighborhood Improvement Areas #2-3 Bonds.

"Neighborhood Improvement Area #3 Reimbursement Agreement" means the reimbursement agreement by and between the City and the Developer in which the Developer agrees to fund the Actual Costs of certain Neighborhood Improvement Area #3 Improvements and the City agrees to reimburse the Developer for the Actual Costs of those Neighborhood Improvement Area #3 Improvements funded by the Developer with interest as permitted by the Act.

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"Neighborhood Improvement Area #4" or "NIA #4" means the property within the PID, being developed as Phases #2C and Phase #4B, as depicted on the map in Appendix A consisting of approximately 77 acres within the PID.

"Neighborhood Improvement Area #4 Assessed Property" means, for any year, any and all Parcels within Neighborhood Improvement Area #4 other than Non-Benefited Property.

"Neighborhood Improvement Area #4 Assessment Roll" means the Assessment Roll covering Neighborhood Improvement Area #4 included in this SAP as Appendix I, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

"Neighborhood Improvement Area #4 Bonds" means those certain City of Celina, Texas Special Assessment Revenue Bonds, Series 2020 (Sutton Fields II Public Improvement District Neighborhood Improvement Area #4 Projects) that are secured by actual revenues received by or on behalf of the City from the collection of Assessments levied against Neighborhood Improvement Area #4 Assessed Property, or the Annual Installments thereof, for the Neighborhood Improvement Area #4 Improvements.

"**Neighborhood Improvement Area #4 Initial Parcels**" means the portion of all Parcels located within Neighborhood Improvement Area #4, which includes the following tax map identification numbers assigned by the Denton County Appraisal District: 751232, 751234, and 134236.

"Neighborhood Improvement Area #4 Improvements" means those Authorized Improvements that benefit the Neighborhood Improvement Area #4, as described in Section III.F hereto, and which are initially financed with the Neighborhood Improvement Area #4 Reimbursement Agreement and replaced with proceeds from the Neighborhood Improvement Area #4 Bonds.

"Neighborhood Improvement Area #4 Reimbursement Agreement" means reimbursement agreement by and between the City and the Developer in which the Developer agrees to fund the Actual Costs of certain Neighborhood Improvement Area #4 Improvements and the City agrees to reimburse the Developer for the Actual Costs of those Neighborhood Improvement Area #4 Improvements funded by the Developer with interest as permitted by the Act.

"Neighborhood Improvement Area #5" or "NIA #5" means Neighborhood Improvement Area #5A and Neighborhood Improvement Area #5B**.**

"Neighborhood Improvement Area #5 Bonds" means those certain City of Celina, Texas Special Assessment Revenue Bonds, Series 2021 (Sutton Fields II Public Improvement District Neighborhood Improvement Area's #5A-5B Projects) that are secured by actual revenues received by or on behalf of the City from the collection of Assessments levied against Neighborhood Improvement Area #5A Assessed Property and Neighborhood Improvement Area #5B Assessed Property as shown on the combined Neighborhood Improvement Area #5A and Neighborhood Improvement Area #5B Assessment Roll included in this SAP as Appendix J-1.

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"Neighborhood Improvement Area #5A" or "NIA #5A" means the property within the PID, being developed as Phases #3A, Phase #3B, Phase #3C, Phase #3D, and Phase #3E, as depicted on the map in Appendix A consisting of approximately 95.3 acres within the PID.

"Neighborhood Improvement Area #5A Assessed Property" means, for any year, any and all Parcels within Neighborhood Improvement Area #5A other than Non-Benefited Property.

"Neighborhood Improvement Area #5A Assessment Roll" means the Assessment Roll covering Neighborhood Improvement Area #5A included in this SAP as Appendix J-2, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

"**Neighborhood Improvement Area #5A Initial Parcels**" means the portion of all Parcels located within Neighborhood Improvement Area #5A, which includes the following tax map identification numbers assigned by the Denton County Appraisal District: 122875, 52680, 52690, 52751, 52810, 52744, 52721, 52760, and 52763.

"Neighborhood Improvement Area #5A Improvements" means those Authorized Improvements that benefit the Neighborhood Improvement Area #5A, as described in Section III.G hereto, and which were initially financed with the Neighborhood Improvement Area #5A Reimbursement Agreement and will now be reimbursed with the Neighborhood Improvement Area #5A's portion of the Neighborhood Improvement Area #5 Bonds.

"Neighborhood Improvement Area #5A Reimbursement Agreement" means reimbursement agreement by and between the City and the Developer in which the Developer agrees to fund the Actual Costs of certain Neighborhood Improvement Area #5A Improvements and the City agrees to reimburse the Developer for the Actual Costs of those Neighborhood Improvement Area #5A Improvements funded by the Developer with interest as permitted by the Act.

"Neighborhood Improvement Area #5B" or "NIA #5B" means the property within the PID, being developed as Phase #4A, Phase #4C, Phase #5 Phase #7, Phase #8A and Phase #8B, as depicted on the map in Appendix A consisting of approximately 168.6 acres within the PID.

"Neighborhood Improvement Area #5B Assessed Property" means, for any year, any and all Parcels within Neighborhood Improvement Area #5B other than Non-Benefited Property.

"Neighborhood Improvement Area #5B Assessment Roll" means the Assessment Roll covering Neighborhood Improvement Area #5B included in this SAP as Appendix J-3, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

"**Neighborhood Improvement Area #5B Initial Parcels**" means the portion of all Parcels located within Neighborhood Improvement Area #5B, which includes the following tax map identification

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numbers assigned by the Denton County Appraisal District: 134236, 52810, 52744, 751235, 751236, and 660188.

"Neighborhood Improvement Area #5B Improvements" means those Authorized Improvements that benefit the Neighborhood Improvement Area #5B, as described in Section III.H hereto, and which are to be financed with the Neighborhood Improvement Area #5B's portion of the Neighborhood Improvement Area #5 Bonds.

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

"Parcel" or "Parcels" means a specific property within the PID identified by either a tax map identification number assigned by the Denton County Appraisal District for real property tax purpose, by metes and bounds description, or by lot and block number in a final subdivision plat recorded in the Official Public Records of Denton County, or by any other means determined by the County.

"PID" means the Sutton Fields II Public Improvement District created by the City pursuant to Resolution 2015-51R on October 13, 2015.

"PID Act" means Texas Local Government Code Chapter 372, Public Improvement District Assessment Act, Subchapter A, Public Improvement Districts, as amended.

"PID Bonds" means the bonds to be issued by the City, in one or more series, to finance the Authorized Improvements that confer special benefit on the property within the PID, which may include funds for any required reserves and amounts necessary to pay the PID Bond issuance costs, and to be secured by a pledge of the Assessments pursuant to the authority granted in the PID Act, for the purposes of (i) financing the costs of Authorized Improvements and related costs, and (ii) reimbursement for Actual Costs paid prior to the issuance of and payment for the PID Bonds. This term is used to collectively refer to the Neighborhood Improvement Area #1 Bonds, the Neighborhood Improvement Areas #2-5 Major Improvement Bonds, the Neighborhood Improvement Area #2-3 Bonds, the Neighborhood Improvement Area #4 Bonds, and the Neighborhood Improvement Area #5 Bonds throughout this SAP.

"Prepayment Costs" mean interest and expenses to the date of prepayment, plus any additional amounts due pursuant to the Indenture related to the PID Bonds and allowed by law, if any, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment and the PID Bonds secured by such Assessment.

"Project" means the approximately 622 acres of land located within the City. The project is contained within the area depicted on Table II-A**.**

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"Public Property" means property, real property, right of way and easements located within the boundaries of the PID that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, Denton County, the City, a school district, a public utility provider or any other political subdivision or public agency, whether in fee simple, through an exclusive use easement, or through a public utility easement.

"Service and Assessment Plan" or **"SAP"** means this Sutton Fields II Public Improvement District Service and Assessment Plan (as such plan is amended from time to time), to be initially adopted by the City Council in the Assessment Ordinance for the purpose of assessing allocated costs against property located within the boundaries of the PID.

"**TIRZ No. 4"** means the Tax Increment Reinvestment Zone No. 4, City of Celina, Texas.

"**TIRZ No. 8"** means the Tax Increment Reinvestment Zone No. 8, City of Celina, Texas.

"**TIRZ Credit"** means, for each Parcel, the prorated amount of TIRZ Revenues calculated pursuant to Section V.S of this Service and Assessment Plan.

"**TIRZ Ordinances**" means the ordinances adopted by the City Council authorizing the use of TIRZ Revenues for project costs under the Tax Increment Financing Act, Texas Tax Code, Chapter 311, as amended, relating to the Authorized Improvements as provided for in the Tax Increment Reinvestment Zone No. 4 Project Plan and Financing Plan (including amendments or supplements thereto) and the Tax Increment Reinvestment Zone No. 8 Project Plan and Financing Plan (including amendments or supplements thereto).

"**TIRZ Revenues**" mean, for each year, the amounts paid by the City from the TIRZ No. 4 tax increment fund and TIRZ No 8 tax increment fund pursuant to the TIRZ Ordinances, as applicable, to reduce an Annual Installment, as calculated each year by the Administrator in collaboration with the City, in accordance with Section V.M of this Service and Assessment Plan.

"Trustee" means the fiscal agent or trustee as specified in the Indenture, including a substitute fiscal agent or trustee.

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

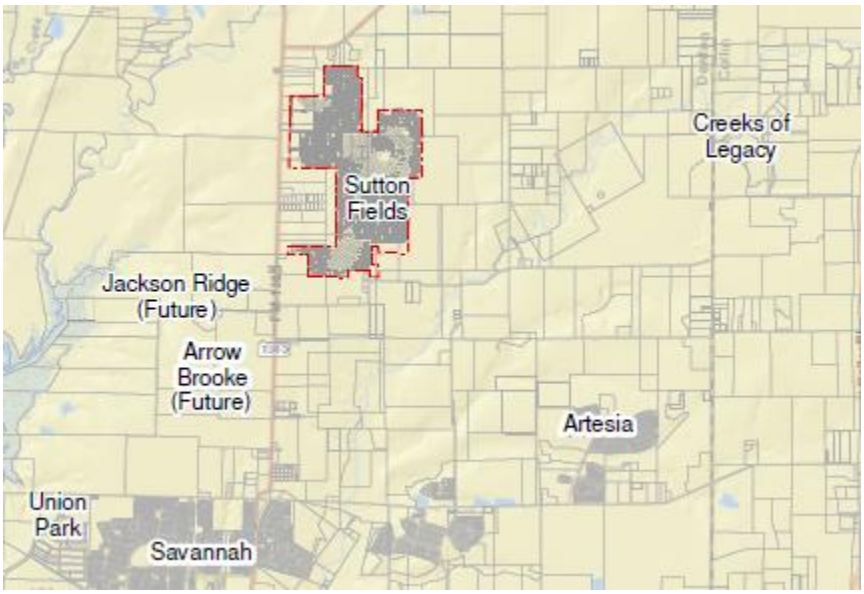
II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is comprised of the property depicted and described by metes and bounds on Exhibit A to Resolution 2015-51R, as adopted by the City Council. The PID is located within the City's corporate limits and contains approximately 622 acres planned for the development of approximately 2,350 single family residential lots and includes 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 original Parcels within the PID are included in Appendix B.

Table II-A
PID Boundary Map



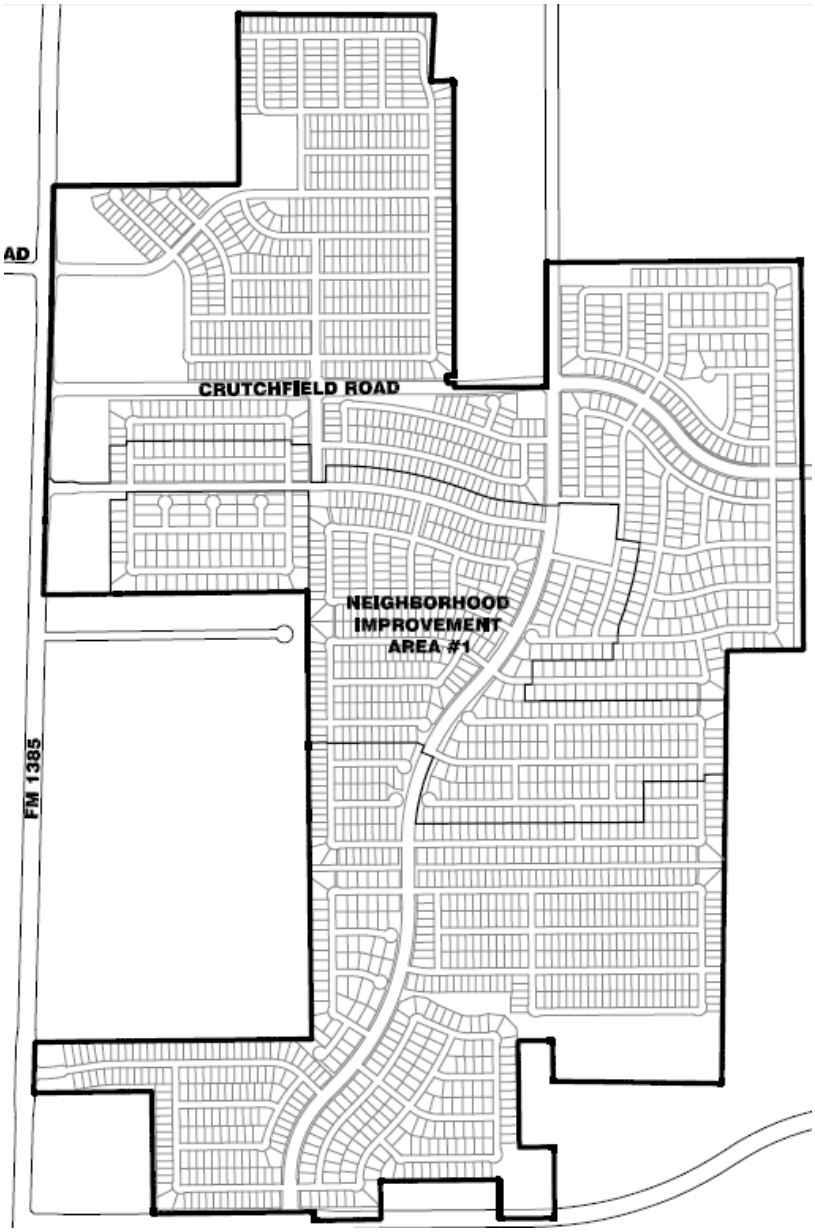
B. PROPERTY LOCATED IN NEIGHBORHOOD IMPROVEMENT AREA #1

The Neighborhood Improvement Area #1 contains approximately 130 acres. Neighborhood Improvement Area #1 was developed into approximately 515 single family residential lots.

A map of the property within the PID and Neighborhood Improvement Area #1 is shown in Table II-B.

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Table II-B
PID Boundary Map



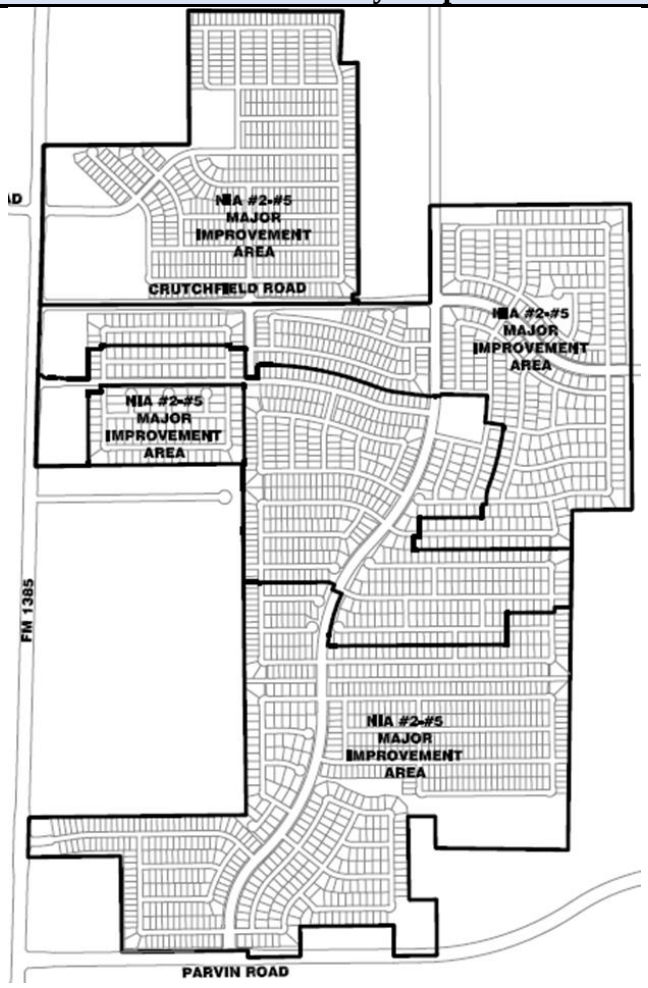
Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

C. PROPERTY LOCATED IN NEIGHBORHOOD IMPROVEMENT AREAS #2-5

Neighborhood Improvement Areas #2-5 includes approximately 493 acres and contains approximately 1,835 single family residential lots.

A map of the property within the Neighborhood Improvement Areas #2-5 is shown in Table II-C.

Table II-C
PID Boundary Map



Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Neighborhood Improvement Area #2 contains approximately 45.4 acres and includes approximately 162 single family residential lots.

Neighborhood Improvement Area #3 contains approximately 77.4 acres and includes approximately 368 single family residential lots.

Neighborhood Improvement Area #4 contains approximately 77.337 acres and includes approximately 305 single family residential lots.

Neighborhood Improvement Area #5A contains approximately 96 acres. Neighborhood Improvement Area #5A is expected to be developed into approximately 359 single family residential lots.

Neighborhood Improvement Area #5B contains approximately 168.6 acres. Neighborhood Improvement Area #5B is expected to be developed into approximately 641 single family residential lots.

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Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

III. DESCRIPTION OF THE PUBLIC IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

Section 372.003 of the PID Act defines the improvements that may be undertaken by a municipality or county through the establishment of a public improvement district, as follows:

372.003. Authorized Improvements

(a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.

(b) A public improvement may include:

(i) landscaping;

(ii) erection of fountains, distinctive lighting, and signs;

(iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;

(iv) construction or improvement of pedestrian malls;

(v) acquisition and installation of pieces of art;

(vi) acquisition, construction, or improvement of libraries;

(vii) acquisition, construction, or improvement of off-street parking facilities;

(viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;

(ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;

(x) the establishment or improvement of parks;

(xi) projects similar to those listed in Subdivisions (i)-(x);

(xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;

(xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement;

(xiv) payment of expenses incurred in the establishment, administration and operation of the district; and

(xv) the development, rehabilitation, or expansion of affordable housing

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

After analyzing the public improvements authorized by the PID Act, the City has determined that of the improvements authorized under the PID Act, it will undertake the Authorized Improvements more particularly described in Section III.B, Section III.C, Section III.D, Section III.E, Section III.F, Section III.G, and Section III.H herein for the benefit of the Property within the PID.

B. DESCRIPTIONS AND COSTS OF THE AUTHORIZED IMPROVEMENTS THAT ONLY BENEFIT NEIGHBORHOOD IMPROVEMENT AREA #1

The Authorized Improvements that only benefit Improvement Area #1 are described below:

Neighborhood Improvement Area #1 Water Distribution System:

This water portion of the Neighborhood Improvement Area #1 waterline improvements consists of constructing 8-inch water line, including associated and 8-inch gate valves. One-inch diameter water services will be provided to each of the 515 lots within Neighborhood Improvement Area #1. All associated waterline testing, trench safety and erosion protection during construction are included. These lines have been designed and constructed in accordance with Mustang Special Utility District (MSUD) standards and specifications and are owned and operated by MSUD. These lines include the necessary appurtenances to be fully operational transmission lines extending water service to the limits of Neighborhood Improvement Area #1 and all 515 lots within Neighborhood Improvement Area #1.

Neighborhood Improvement Area #1 Sanitary Sewer:

Neighborhood Improvement Area #1 wastewater improvements also include construction of 8" gravity sanitary sewer line that connects to the 10" gravity sewer main line. Construction includes connection at multiple points through concrete manholes. Services to individual lots are by 4" gravity sewer services. All lines have been designed and constructed in accordance with MSUD standards and specifications and are owned and operated by MSUD. These lines include the necessary appurtenances to be fully operational extending wastewater service to the limits of Neighborhood Improvement Area #1 and each of the 515 lots within Neighborhood Improvement Area #1.

Neighborhood Improvement Area #1 Storm Drainage:

The drainage portion of the Neighborhood Improvement Area #1 Improvements shall consist round concrete pipes, reinforced concrete boxes, inlets and rock riprap protection at outfalls. The main means of conveyance of storm drainage within Neighborhood Improvement Area #1 is within underground storm drainpipes. The roadway pavement section incorporates the use of curbs with integrated drainage inlets to control runoff and conveyance of storm-water throughout the drainage basins associated with Neighborhood Improvement Area #1. The system includes underground reinforced concrete pipe (RCP) with associated headwalls, safety end treatments, manholes and storm sewer energy dissipaters at the points of discharge. This project has been constructed to City standards and specifications and has been dedicated to the City to own and operate.

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Neighborhood Improvement Area #1 Residential Streets:

Roadway improvements within Neighborhood Improvement Area #1 include construction of concrete pavement and pavement subgrade. Intersections, signage, lighting and re-vegetation of all disturbed areas within the right of way are included. These roadway improvements include streets that will provide street access to each lot within Neighborhood Improvement Area #1. All roadway projects have been designed and constructed in accordance with City standards and specifications and has been dedicated to the City to own and operate These projects provide access to community roadways and state highways.

C. Descriptions and Costs of The Authorized Improvements that benefit Neighborhood Improvement Areas #2-5

The original plan for the PID anticipated the City as a customer of Upper Trinity Regional Water District (UTRWD) providing water to the properties in the PID. This plan has since changed and currently, the PID is being developed with Mustang Special Utility District ("MSUD") as its retail provider of water. The Major Improvements originally anticipated to be constructed and updates to the Major Improvements because of the change are described below:

The Neighborhood Improvement Areas #2-5 Major Improvements are described below and their Actual Costs are shown in Table III-A. The Neighborhood Improvement Areas #2-5 Major Improvement Bonds will only pay for Neighborhood Improvement Areas #2-5's share of the Major Improvements (approximately 79% except for the Offsite Sewer Improvements which are approximately 74%) as shown within Table III-A. The Actual Costs to construct the Major Improvements including the Off-Site Major Improvements is $11,520,649. The Actual Costs to construct the Neighborhood Improvement Areas #2-5 Major Improvements minus the Off-Site Sewer Major Improvements allocated to Neighborhood Improvement Areas #2-5 and as shown in Table V-B, is $10,611,272. The Actual Costs shown in Table III-A may be revised through Annual Service Plan Updates.

The Actual Costs for the Neighborhood Improvement Areas #2-5 Major Improvements are to be funded both from the proceeds of the Neighborhood Improvement Areas #2-5 Major Improvement Bonds as described herein and from funds contributed by the Developer.

1. Detention Ponds

Drainage System

Project shall consist of the construction of one (1) retention/detention pond, including excavation to a depth of 15-feet and the associated drainage improvements for each pond. Underground reinforced concrete storm sewer pipes, inlets and rock riprap protection at outfalls will also be installed at each pond. This project has been constructed according to City standards and specifications and is owned and operated by the City. The portion of these costs allocated to Neighborhood Improvement Areas #2-5 is $215,582.

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Updates to the Drainage System Improvements:

According to Pettit Barazza, LLC (the "Project Engineer"), final design incorporated additional detention ponds, which are new projects. Storm drainage system associated with the detention ponds are included with these improvements and generally consists of reinforced concrete pipes and reinforced concrete boxes, along with headwalls and safety end treatments, erosion control such as riprap protection, and soil stabilization. The improvements were designed according to City and the Texas Department of Transportation (TxDOT). The City maintains and operates the underground storm drainage system and the Homeowners' Association maintains and operates the detention ponds.

2. Paving

A. Road "A" Improvements

The Roadway 'A' portion of the project consists of the construction of approximately 240 linear feet of 6-inch thick, 36-foot wide, concrete pavement with curb and gutter and 3,280 linear feet of 6-inch thick, 44-foot wide, concrete pavement with curb and gutter. The concrete will be 3,600 pounds per square inch (psi) strength. 17,978 square yards (sy) of pavement sub-grade will be lime stabilized and compacted. Intersections, signage, lighting and re-vegetation of all disturbed areas within the right of way are included. This provides access from FM 1385 into the Sutton Fields Amenity Center and rest of the development.

B. Updates to the Roadway "A" Improvements:

According to the Project Engineer, Roadway "A" was renamed as Fenwick Trail. In addition, the final design includes 6-inch lime stabilization and 5-foot wide sidewalk and round concrete pipes are also included in the contracted quantities for Fenwick Trail improvements.

C. Road "F" Improvements

The Roadway 'F' portion of the project consists of the construction of 4 lanes divided concrete pavement with curb and gutter. The pavement sub-grade will be lime stabilized and compacted. Intersections, signage, lighting and re-vegetation of all disturbed areas within the right of way are included. This section is located within the project and provides north-south access to the entire development. The roadway improvements have constructed according to City standards.

D. Updates to the Roadway "F" Improvements:

The Project Engineer provided the following updates to the Roadway "F" Improvements:

The City required a second point of access for the current phases, which required the extension of Sutton Fields Boulevard to the north and partial construction of the intersection at Crutchfield Road. The southern end of Sutton Fields Boulevard was also extended to the end of the lots developed and platted with the current phases. 4-lane divided concrete pavement and 6-inch

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stabilized subgrade are currently under contract. The north and south extension of Sutton Fields Boulevard is a new project, not included in the initial list of Authorized Improvements for the PID and has been constructed according to City standards.

E. Road C1 – Crutchfield Road

The improvement of one-half (1/2) of Crutchfield Road (Road C1), from FM 1385 east to the intersection of Sutton Fields Boulevard, was required by the City as a second point of access to the development through Sutton Fields Boulevard. The Roadway 'C1' portion of the project consists of the construction 4 lanes divided concrete pavement with curb and gutter. The pavement sub-grade will be lime stabilized and compacted. Intersections, signage, lighting and re-vegetation of all disturbed areas within the right of way are included. This section is located within the project and provides east-west access to the entire development. The improvement of Crutchfield Road is a new project that was not included in the initial list of Authorized Improvements for the PID and has been constructed according to City standards.

F. Road B – Boleyn Avenue

The City required the additional improvement of Boleyn Avenue as a condition of approval. The Roadway 'B' portion of the project consists of the construction of, 4 lanes divided concrete pavement with curb and gutter. The pavement sub-grade will be lime stabilized and compacted. Intersections, signage, lighting and re-vegetation of all disturbed areas within the right of way are included. This section is located within the project and provides a north access to the entire development. The construction of Boleyn Avenue is a new project that was not included in the initial list of Authorized Improvements for the PID and has been constructed according to City standards.

G. FM 1385

The FM 1385 roadway portion of the project consists of the construction left and right turn lanes within FM 1385 to enhance traffic turning movement in and out of the development. These improvements have been constructed to TX DOT, Denton County and City standards. These Improvements benefit the entire project.

H. Updates to the FM 1385 Improvements:

With the additional new project of Crutchfield Road (Road C1) Improvements by the City, an additional right turn lane was required. One (1) northbound right turn lane is being constructed at Fenwick Trail (Road A) and an additional one (1) northbound right turn lane at Crutchfield Road (Road C1) with the current phases. Both turn lanes consist of hot mix asphaltic concrete. The additional right turn lane is a new project that was not included in the initial list of Authorized Improvements for the PID.

As described above, MSUD continues to provide water and wastewater services to the properties in the PID, as a result, CCNs are no longer required for the PID.

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Offsite Water

A. Water Distribution System

The City is a customer of the Upper Trinity Regional Water District ("UTRWD") and receives wholesale treated water through a major transmission line from the UTRWD Tom Harpool water treatment plant. Therefore, there are no water treatment plant upgrades required.

There is an existing 36-inch water transmission line located along the Western boundary of the project. The off-site improvements consist of constructing a new delivery point/ meter station, a 0.25 MG Ground Storage Tank, a 1.0 MG Elevated Storage Tank and a Pump Station with the required pumps to provide adequate pressure to the system. The combination of the Elevated and Ground Storage Tanks will provide the adequate storage capacity required by TCEQ and will also provide the required pressures for the entire system. Approximately 11,000 linear feet of 12-inch water line have been constructed as part of the water distribution system. All of the improvements benefit the Development. Additional waterline improvements include connection to the existing water-main, installation of associated 12-inch valves, fire hydrants, ductile iron fittings, erosion control, trench safety and testing. All water improvements have been constructed to City standards and specifications and all improvements are owned and operated by the City. These Improvements benefit Neighborhood Improvement Areas #1-4.

B. Updates to the Offsite Water Distribution System Improvements:

The original plan for the PID anticipated the City as a customer of Upper Trinity Regional Water District (UTRWD) providing water to the properties in the PID. This plan has since changed and currently, the PID is being developed with MSUD as its retail provider of water. The transition from UTRWD to MSUD resulted in the addition of 12-inch water lines along the future Tudor Place, and downsizing the proposed 12-inch water line along Fenwick Trail to an 8-inch water line. Also, a 12-inch water line was extended along the additional length of Sutton Fields Boulevard required by the City in conjunction with the current phase. The additional 12-inch water lines are new projects that were not included in the initial list of Authorized Improvements for the PID.

C. Elevated Storage Tank Engineering

Engineering for the Elevated Storage Tank will start with NIA #1 to secure all necessary approvals, including TCEQ and the City. These Improvements will benefit the entire project.

D. Updates to the Elevated Storage Tank:

The elevated storage tank is no longer required because of the transition from UTRWD to MSUD. As a result, the water distribution system was redesigned to accommodate the new points of connection and the elevated storage tank is no longer required for the PID.

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

3. Offsite Sewer

A. Sanitary Sewer

The City is a customer city of the Upper Trinity Regional Water District (UTRWD) and receives wastewater collection services by constructing a wastewater interceptor line and wastewater treatment services from the UTRWD collection point located at Parvin Road & Good Hope. UTRWD operates the Riverbend and Doe Creek wastewater treatment plants. The UTRWD treatment plant permit with the TCEQ has excess capacity to serve the Sutton Fields development. UTRWD is in the process of expanding both wastewater treatment plants.

This project consists of constructing 6-inch force main, associated lift station, 6,050 linear feet of 15-inch sanitary sewer gravity line, 1,250 linear feet of 12-inch sanitary sewer gravity line and 800 linear feet of 10-inch sanitary sewer gravity line generally flowing southeasterly along Parvin Road and connecting to the UTRWD collection point and Doe Creek/ Riverbend Wastewater Treatment Plants. Cutoff valves, air release valves have been constructed in accordance with City of Celina and TCEQ regulations. The gravity interceptor line has been designed to maintain the 3.0 fps minimum velocity. The line has been designed and constructed in accordance with the City's standards and specifications and is owned and operated by the City. The portion of the acquisition of this and other related costs of the CCN allocated to Neighborhood Improvement Areas #2-3 is $909,377.

B. Updates to the Offsite Sanitary Sewer System Improvements:

The original plan for the PID anticipated the City as a customer of UTRWD providing wastewater collection services to the PID. This plan has since changed and currently, The PID has been developed with MSUD as its retail provider of wastewater collection services. As a result of this the transition from UTRWD to MSUD, the metering station at the UTRWD delivery point is no longer required because the offsite gravity sewer connects into an existing MSUD gravity line. The contracted quantities for the offsite sewer also includes gravity sanitary sewer mains from 8-inch to 24-inch diameters, along with a concrete encasement for crossing under Doe Creek, and removal and replacement of existing MSUD gravity lines to facilitate outfall. It also includes removal and replacement of existing fences.

4. Right of Way, Open Space and Civic Site Land

Upon closing of the PID Bonds corresponding to the development of a certain number of lots, the City has paid a certain amount for the acquisition of the right-of-way, open space and civic site land comprising approximately 71.3 acres.

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Table III-A
Costs of Major Improvements and Neighborhood Area #1 Improvements

	Total Costs
Major Improvements	
Detention Ponds	$1,713,240
Paving Road A - Fenwick	$1,757,332
Paving Road F - Sutton Fields	$1,329,016
Paving - FM 1385	$473,345
Crutchfield Road	$1,016,121
Boleyn Paving - Road B	$262,789
ROW, open space land acquisition and park contribution	$6,500,000
Offsite water improvements	$1,015,695
Offsite sewer improvements	$2,807,208
Professional consulting, legal fees and additional debt service reserve funding	$620,000
Subtotal Major Improvements	*$17,494,746*
Neighborhood Improvement Area #1 Improvements	
Water distribution improvements	$1,484,079
Sewer collection improvements	$1,327,844
Storm sewer collection improvements	$2,563,601
Roadway improvements including site preparation	$3,627,916
Subtotal NIA #1 Improvements	*$9,003,440*
Total Authorized Improvements	**$26,498,186**

Note: The updated Actual Costs as reported by the Developer in the first quarter 2020 developer quarterly disclosure.

D. Descriptions and Costs of the Authorized Improvements that only Benefit Neighborhood Improvement Area #2

The descriptions of the Neighborhood Improvement Area #2 Improvements are presented below and the Actual Costs of the Neighborhood Improvement Area #2 Improvements are shown in Table III-B. The Actual Costs shown in Table III-B may be revised in an Annual Service Plan Update as needed.

Roadway improvements:

The roadway improvements within the PID include construction of perimeter road and thoroughfare improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices. All roadway projects have been designed and constructed in accordance with City standards and specifications and are owned and operated by the City.

Water distribution system improvements:

The water distribution system improvements within the PID consist of construction and installation

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

of water lines, mains, pipes, valves and appurtenances necessary for the water distribution system, as well as related testing, trench safety and erosion protection, necessary to service the Assessed Property. The water distribution system improvements have been designed and constructed in accordance with MSUD standards and specifications and are owned and operated by MSUD.

Sanitary sewer collection system improvements:

The sanitary sewer collection system improvements within the PID consist of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to the Assessed Property. The sanitary sewer improvements have been designed and constructed in accordance with MSUD standards and specifications and are owned and operated by MSUD.

Storm drainage collection system improvements:

The storm drainage collection system improvements consist of reinforced concrete pipes, reinforced concrete boxes, and multi-reinforced box culverts. The storm drainage collection system improvements have been designed and constructed in accordance with City standards and specifications and are owned and operated by the City.

Table III-B
Costs of Neighborhood Improvement Area #2 Improvements

Authorized Improvements	Total Costs
Roadway improvements	$1,699,596
Water distribution improvements	$447,989
Sewer collection improvements	$459,689
Storm sewer collection improvements	$850,638
Other soft and miscellaneous costs	$770,204
Total Authorized Improvements	**$4,228,116**

Note: The updated Actual Costs as reported by the Developer in the first quarter 2020 developer quarterly disclosure.

E. Descriptions and Costs of the Authorized Improvements that only Benefit Neighborhood Improvement Area #3

The descriptions of the Neighborhood Improvement Area #3 Improvements are presented below and the Actual Costs of the Neighborhood Improvement Area #3 Improvements are shown in Table III-C. The Actual Costs shown in Table III-C may be revised in an Annual Service Plan Update as needed.

Roadway improvements:

The roadway improvements within the PID include construction of perimeter road and thoroughfare improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices. All roadway projects have been designed and constructed in accordance with City standards and specifications and are owned and operated by

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

the City.

Water distribution system improvements:

The water distribution system improvements within the PID consist of construction and installation of water lines, mains, pipes, valves and appurtenances necessary for the water distribution system, as well as related testing, trench safety and erosion protection, necessary to service the Assessed Property. The water distribution system improvements have been designed and constructed in accordance with MSUD standards and specifications and are owned and operated by MSUD.

Sanitary sewer collection system improvements:

The sanitary sewer collection system improvements within the PID consist of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to the Assessed Property. The sanitary sewer improvements have been designed and constructed in accordance with MSUD standards and specifications and are owned and operated by MSUD.

Storm drainage collection system improvements:

The storm drainage collection system improvements consist of reinforced concrete pipes, reinforced concrete boxes, and multi-reinforced box culverts. The storm drainage collection system improvements have been designed and constructed in accordance with City standards and specifications and are owned and operated by the City.

Table III-C
Costs of Neighborhood Improvement Area #3 Improvements

Authorized Improvements	Total Costs
Roadway improvements	$2,437,225
Water distribution improvements	$697,756
Sewer collection improvements	$629,868
Storm sewer collection improvements	$1,962,024
Other soft and miscellaneous costs	$988,693
Total Authorized Improvements	**$6,715,566**

Note: The updated Actual Costs as reported by the Developer in the first quarter 2020 developer quarterly disclosure.

F. Descriptions and Costs of the Authorized Improvements that only Benefit Neighborhood Improvement Area #4

The descriptions of the Neighborhood Improvement Area #4 Improvements are presented below and the estimated costs of the Neighborhood Improvement Area #4 Improvements are shown in Table III-D. The estimated costs shown in Table III-D may be revised in an Annual Service Plan Update as needed.

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Roadway improvements:

The roadway improvements within the PID include construction of perimeter road and thoroughfare improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices. All roadway projects will be designed and contacted in accordance with City standards and specifications and will be owned and operated by the City.

Water distribution system improvements:

The water distribution system improvements within the PID consist of construction and installation of water lines, mains, pipes, valves and appurtenances necessary for the water distribution system, as well as related testing, trench safety and erosion protection, necessary to service the Assessed Property. The water distribution system improvements will be designed and constructed in accordance with MSUD standards and specifications and are owned and operated by MSUD.

Sanitary sewer collection system improvements:

The sanitary sewer collection system improvements within the PID consist of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to the Assessed Property. The sanitary sewer improvements will be designed and constructed in accordance with MSUD standards and specifications and are owned and operated by MSUD.

Storm drainage collection system improvements:

The storm drainage collection system improvements consist of reinforced concrete pipes, reinforced concrete boxes, and multi-reinforced box culverts, sheet draining slopes and drainage channels as well as detention ponds. The storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Table III-D
Costs of Neighborhood Improvement Area #4 Improvements

Authorized Improvements	Total Costs
Roadway improvements	$2,277,454
Water distribution improvements	$1,504,742
Sewer collection improvements	$719,563
Storm sewer collection improvements	$1,311,377
Other soft and miscellaneous costs	$0
Total Authorized Improvements	**$5,813,136**

Note: The amounts shown may be revised in Annual Service Plan Updates.

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

G. Descriptions and Costs of the Authorized Improvements that only Benefit Neighborhood Improvement Area #5A

The descriptions of the Neighborhood Improvement Area #5A Improvements are presented below and the estimated costs of the Neighborhood Improvement Area #5A Improvements are shown in Table III-E. The estimated costs shown in Table III-E may be revised in an Annual Service Plan Update as needed.

Roadway improvements:

The roadway improvements within the PID include construction of perimeter road and thoroughfare improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices. All roadway projects will be designed and contacted in accordance with City standards and specifications and will be owned and operated by the City.

Water distribution system improvements:

The water distribution system improvements within the PID consist of construction and installation of water lines, mains, pipes, valves and appurtenances necessary for the water distribution system, as well as related testing, trench safety and erosion protection, necessary to service the Assessed Property. The water distribution system improvements will be designed and constructed in accordance with MSUD standards and specifications and are owned and operated by MSUD.

Sanitary sewer collection system improvements:

The sanitary sewer collection system improvements within the PID consist of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to the Assessed Property. The sanitary sewer improvements will be designed and constructed in accordance with MSUD standards and specifications and are owned and operated by MSUD.

Storm drainage collection system improvements:

The storm drainage collection system improvements consist of reinforced concrete pipes, reinforced concrete boxes, and multi-reinforced box culverts, sheet draining slopes and drainage channels as well as detention ponds. The storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Table III-E
Estimated Costs of Neighborhood Improvement Area #5A Improvements

Authorized Improvements	Total Costs
Roadway improvements	$3,325,589
Water distribution improvements	$970,144
Sewer collection improvements	$959,493
Storm sewer collection improvements	$1,107,463
Other soft and miscellaneous costs	$4,072,657
Total Authorized Improvements	**$10,435,347**

Note: The amounts shown may be revised in Annual Service Plan Updates.

The costs of the Neighborhood Improvement Area #5A Improvements shown above are estimates and may be updated in Annual Service Plan Updates. Savings from one line item may be applied to other line items or other Neighborhood Improvement Area #5A Improvements specified in an Annual Service Plan Update or as otherwise approved by the City Council, provides such application complies with the provision of the PID Act.

H. Descriptions and Costs of the Authorized Improvements that only Benefit Neighborhood Improvement Area #5B

The descriptions of the Neighborhood Improvement Area #5B Improvements are presented below and the estimated costs of the Neighborhood Improvement Area #5B Improvements are shown in Table III-F. The estimated costs shown in Table III-F may be revised in an Annual Service Plan Update as needed.

Roadway improvements:

The roadway improvements within the PID include construction of perimeter road and thoroughfare improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices. All roadway projects will be designed and contacted in accordance with City standards and specifications and will be owned and operated by the City.

Water distribution system improvements:

The water distribution system improvements within the PID consist of construction and installation of water lines, mains, pipes, valves and appurtenances necessary for the water distribution system, as well as related testing, trench safety and erosion protection, necessary to service the Assessed Property. The water distribution system improvements will be designed and constructed in accordance with MSUD standards and specifications and are owned and operated by MSUD.

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Sanitary sewer collection system improvements:

The sanitary sewer collection system improvements within the PID consist of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to the Assessed Property. The sanitary sewer improvements will be designed and constructed in accordance with MSUD standards and specifications and are owned and operated by MSUD.

Storm drainage collection system improvements:

The storm drainage collection system improvements consist of reinforced concrete pipes, reinforced concrete boxes, and multi-reinforced box culverts, sheet draining slopes and drainage channels as well as detention ponds. The storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Landscaping, irrigation, and other improvements:

The landscaping, irrigation, and other improvements consist of landscaping, irrigation, and entry monuments. The storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City

Table III-F
Estimated Costs of Neighborhood Improvement Area #5B Improvements

Authorized Improvements	Total Costs
Hard Costs	
Roadway improvements	$10,985,892
Water distribution improvements	$1,547,008
Sewer collection improvements	$3,273,565
Storm sewer collection improvements	$2,761,636
Landscaping, irrigation, and other improvements	$795,820
Subtotal Hard Costs	*$19,363,920*
Soft Costs	
Other soft &and miscellaneous costs	$3,672,631
Subtotal Soft Costs	*$3,672,631*
Total	**$23,036,551**

Note: The amounts shown may be revised in Annual Service Plan Updates.

The costs of the Neighborhood Improvement Area #5B Improvements shown above are estimates and may be updated in Annual Service Plan Updates. Savings from one line item may be applied to other line items or other Neighborhood Improvement Area #5B Improvements specified in an Annual Service Plan Update or as otherwise approved by the City Council, provides such application complies with the provision of the PID Act.

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

IV. FUTURE NEIGHBORHOOD IMPROVEMENT AREA BONDS TEST

A. FUTURE NEIGHBORHOOD IMPROVEMENT AREA BONDS

The City is not anticipated to issue any additional Future Neighborhood Improvement Area Bonds. As a result, the Future Neighborhood Improvement Area Bonds Test is no longer applicable.

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Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

V. ASSESSMENT PLAN

A. INTRODUCTION

The PID Act requires the City Council to apportion the cost of the Authorized Improvements based on the special benefits conferred to each Parcel resulting from the Authorized Improvements. The PID Act provides that the costs of certain Authorized Improvements may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The City Council has determined that funding the Actual Costs through the PID is beneficial to the City. The Authorized Improvements result in a special benefit to the Assessed Property, and such special benefit exceeds the amount of the Assessment. This conclusion is supported by the information provided to the City Council regarding the PID.

The proposed bond issuance program entails a series of PID Bond financings that are intended to finance the Authorized Improvements required for the Project. This financing will necessarily be undertaken in phases to coincide with the private investment and development of the Authorized Improvements. Following the initial Neighborhood Improvement Area #1 Bonds and the Neighborhood Improvement Areas #2-5 Major Improvement Bonds issued in 2015, the Neighborhood Improvement Areas #2-3 Bonds were issued in 2019, the Neighborhood Improvement Area #4 Bonds were issued in 2020, and the Neighborhood Improvement Area #5 Bonds are being issued in 2021.

The purpose of this gradual issuance of PID Bonds is to mirror the actual private development of the Authorized Improvements. The PID Bonds to be issued are most prudently and efficiently utilized when directly coinciding with construction of public infrastructure needed for private development that is to occur once the infrastructure is completed; it is most effective to issue the PID Bonds when the infrastructure is needed, not before. Furthermore, there is no economic advantage, and several disadvantages to issuing debt and encumbering property within the PID prior to the need for the Authorized Improvements.

Additionally, phased issuance of debt will maintain a prudent value to lien ("VtL") within the financing program. In order to maintain a prudent VtL, the initial issuance of PID Bonds for a specific set of Authorized Improvements may not fund the entire desired level of public infrastructure because the property value is not high enough to support the entire debt load at the VtL chosen for the development. In that case, the Developer will need to fund the additional infrastructure costs with cash at closing. This cash investment by the Developer for certain Authorized Improvements can be reimbursed by a subsequent parity lien bond financing, secured by the same assessments, once the assessed property is partially or fully developed and the value has increased sufficiently to permit the issuance of the additional bonds in a prudent fashion.

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within the PID as a result of the Neighborhood Improvement Areas #2-5 Major Improvements, Neighborhood Improvement Area #1 Improvements, Neighborhood Improvement Area #2 Improvements, Neighborhood Improvement Area #3 Improvements, Neighborhood Improvement Area #4 Improvements, Neighborhood Improvement Area #5A Improvements, and Neighborhood Improvement Area #5B Improvements (ii) provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments to be levied on the Neighborhood Improvement Area #1 Assessed Property, the Neighborhood Improvement Area #2 Assessed Property, the Neighborhood Improvement Area #3 Assessed Property, the Neighborhood Improvement Area #4 Assessed Property, the Neighborhood Improvement Area #5A Assessed Property, the Neighborhood Improvement Area #5B Property, and the Neighborhood Improvement Areas #2-5 Assessed Property for such Authorized Improvements, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Neighborhood Improvement Area #2-5 Major Improvements, Neighborhood Improvement Area #1 Improvements, Neighborhood Improvement Area #2 Improvements, Neighborhood Improvement Area #3 Improvements, Neighborhood Improvement Area #4 Improvements, Neighborhood Improvement Area #5A Improvements, and Neighborhood Improvement Area #5B Improvements to Parcels in a manner that results in equal shares of the Actual Costs of such Authorized Improvements being apportioned to Parcels similarly benefited. The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

B. Allocation of Costs of Authorized Improvements Only Benefiting Neighborhood Improvement Area #1

Some Authorized Improvements only provide special benefit to Parcels within Neighborhood Improvement Area #1, and these costs are allocated 100% to Neighborhood Improvement Area #1. The Actual Costs of the Authorized Improvements that only provide a benefit to Neighborhood Improvement Area #1 are shown in Table V-A.1. The costs detailed in Table V-A.1 are subject to revision through the Annual Service Plan Updates.

C. Allocation of Costs of Authorized Improvements Only Benefiting Neighborhood Improvement Area #2

Some Neighborhood Improvement Area #2 Improvements only provide special benefit to Parcels within Neighborhood Improvement Area #2, and these costs are allocated 100% to Neighborhood Improvement Area #2. The Actual Costs of the Neighborhood Improvement Area #2 Improvements that only provide a benefit to Neighborhood Improvement Area #2 are shown in Table V-A.2. The Actual Costs detailed in Table V-A.2 are subject to revision through the Annual Service Plan Updates.

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

D. Allocation of Costs of Authorized Improvements Only Benefiting Neighborhood Improvement Area #3

Some Neighborhood Improvement Area #3 Improvements only provide special benefit to Parcels within Neighborhood Improvement Area #3, and these costs are allocated 100% to Neighborhood Improvement Area #3. The Actual Costs of the Neighborhood Improvement Area #3 Improvements that only provide a benefit to Neighborhood Improvement Area #3 are shown in Table V-A.3. The Actual Costs detailed in Table V-A.3 are subject to revision through the Annual Service Plan Updates.

E. Allocation of Costs of Authorized Improvements Only Benefiting Neighborhood Improvement Area #4

Some Neighborhood Improvement Area #4 Improvements only provide special benefit to Parcels within Neighborhood Improvement Area #4, and these costs are allocated 100% to Neighborhood Improvement Area #4. The estimated costs of the Neighborhood Improvement Area #4 Improvements that only provide a benefit to Neighborhood Improvement Area #4 are shown in Table V-A.4. The costs detailed in Table V-A.4 are subject to revision through the Annual Service Plan Updates.

F. Allocation of Costs of Authorized Improvements Only Benefiting Neighborhood Improvement Area #5A

Some Neighborhood Improvement Area #5A Improvements only provide special benefit to Parcels within Neighborhood Improvement Area #5A, and these costs are allocated 100% to Neighborhood Improvement Area #5A. The estimated costs of the Neighborhood Improvement Area #5A Improvements that only provide a benefit to Neighborhood Improvement Area #5A are shown in Table V-A.5. The costs detailed in Table V-A.5 are subject to revision through the Annual Service Plan Updates.

G. Allocation of Costs of Authorized Improvements Only Benefiting Neighborhood Improvement Area #5B

Some Neighborhood Improvement Area #5B Improvements only provide special benefit to Parcels within Neighborhood Improvement Area #5B, and these costs are allocated 100% to Neighborhood Improvement Area #5B. The estimated costs of the Neighborhood Improvement Area #5B Improvements that only provide a benefit to Neighborhood Improvement Area #5B are shown in Table V-A.6. The costs detailed in Table V-A.6 are subject to revision through the Annual Service Plan Updates.

H. Allocation of Costs of Major Improvements

The Major Improvements provide special benefit to all Assessed Property within the PID, and these costs are allocated between Neighborhood Area #1 and Neighborhood Improvement Areas #2-5 based on the estimated As-Built Assessed Value as shown in the Original SAP. The Actual Costs of the Major Improvements are shown in Table V-A.1. The Actual Costs detailed in Table V-A.1 are subject to revision through the Annual Service Plan Updates

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

I. ALLOCATION OF COSTS RELATING TO ISSUANCE OF PID BONDS

The costs relating to the issuance of the Neighborhood Improvement Area #1 Bonds are allocated 100% to Neighborhood Improvement Area #1 Assessed Property. The costs relating to issuing Neighborhood Improvement Area #2-5 Major Improvement Bonds are allocated 100% to Neighborhood Improvement Areas #2-5. The costs relating to the issuance of the Neighborhood Improvement Areas #2-3 Bonds are allocated 100% to Neighborhood Improvement Area #2 Assessed Property and the Neighborhood Improvement Area #3 Assessed Property. The costs related to the issuance of the Neighborhood Improvement Area #4 Bonds are allocated 100% to Neighborhood Improvement Area #4 Assessed. The costs relating to the issuance of the Neighborhood Improvement Area #5 Bonds are allocated 100% to Neighborhood Improvement Area #5A Assessed Property and the Neighborhood Improvement Area #5B Assessed Property.

The Actual Costs of the Neighborhood Improvement Area #1 Improvements and the Neighborhood Improvement Areas #2-5 Improvements that provide a benefit to Neighborhood Improvement Area #1 and Neighborhood Improvement Areas #2-5 are shown in Table V-A.1 on the following page.

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Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Table V-A.1
Allocation of Authorized Improvement Costs

			Neighborhood Improvement Area #1		Neighborhood Improvement Areas #2-5	
		Total Costs (a)	*% Allocation*	*Share of Costs*	*% Allocation*	*Share of Costs*
MAJOR IMPROVEMENTS						
Detention Ponds (b)		$1,713,240	20.81%	$356,525	79.19%	$1,356,714
Paving Road A - Fenwick (b)		$1,757,332	20.81%	$365,701	79.19%	$1,391,631
Paving Road F - Sutton Fields (b)		$1,329,016	20.81%	$276,568	79.19%	$1,052,447
Paving - FM 1385		$473,345	20.81%	$98,503	79.19%	$374,842
1/2 Crutchfield Road (b)		$1,016,121	20.81%	$211,455	79.19%	$804,666
ROW and Open Space Acquisition		$6,500,000	20.81%	$1,352,650	79.19%	$5,147,350
Boleyn Paving - Road B (b)		$262,789	20.81%	$54,686	79.19%	$208,103
Offsite Water		$1,015,695	20.81%	$211,366	79.19%	$804,329
Offsite Sewer (b)		$2,807,208	20.81%	$584,180	79.19%	$2,223,028
Professional consulting and legal fees		$620,000	20.81%	$129,022	79.19%	$490,978
	A	**$17,494,746**		**$3,640,657**		**$13,854,089**
AUTHORIZED IMPROVEMENTS ONLY BENEFITTING NEIGHBORHOOD IMPROVEMENT AREA #1						
Water Improvements		$1,484,079	100%	$1,484,079	0%	$0
Sewer Improvements		$1,327,844	100%	$1,327,844	0%	$0
Storm Sewer Improvements		$2,563,601	100%	$2,563,601	0%	$0
Roadway Improvements		$3,627,916	100%	$3,627,916	0%	$0
	B	**$9,003,440**		**$9,003,440**		**$0**
Subtotal - Major Improvements + Neighborhood Area #1 Improvements	*C=A+B*	*$26,498,186*		*$12,644,096*		*$13,854,089*
NEIGHBORHOOD IMPROVEMENT AREAS #2-5 BOND COSTS						
Debt Service Reserve Fund		$1,430,125	0%	$0	100%	$1,430,125
Capitalized Interest		$2,398,264	0%	$0	100%	$2,398,264
Cost of Issuance		$1,179,750	0%	$0	100%	$1,179,750
Underwriter's Discount		$437,266	0%	$0	100%	$437,266
	D	**$5,445,405**		**$0**		**$5,445,405**
NEIGHBORHOOD IMPROVEMENT AREA #1 BOND COSTS						
Debt Service Reserve Fund		$978,100	100%	$978,100	0%	$0
Capitalized Interest		$1,448,051	100%	$1,448,051	0%	$0
Cost of Issuance		$871,556	100%	$871,556	0%	$0
Underwriter's Discount		$300,434	100%	$300,434	0%	$0
	E	**$3,598,141**		**$3,598,141**		**$0**
Subtotal – Neighborhood Improvement Areas #2-5 Bond Cost + Neighborhood Improvement Area #1 Bond Cost	*F=D+E*	*$9,043,546*		*$3,598,141*		*$5,445,405*
TOTAL AUTHORIZED IMPROVEMENTS	***G=C+F***	**$35,541,732**		**$16,242,238**		**$19,299,494**

(a) See also Table III-A.

(b) The costs shown are updated from what was presented in the original SAP. City Council has allowed the cost overruns to be included in the NIA #2-5 Actual Cost, but the cost overruns are not permitted in the NIA #1 Actual Cost and will be covered by the Developer.

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

The Actual Costs of the Neighborhood Improvement Area #2 Improvements that only provide a benefit to Neighborhood Improvement Area #2 are shown in Table V-A.2 below.

Table V-A.2
Allocation of NIA #2 Improvement Costs

		Neighborhood Improvement Area #2	
	Total Costs (a)	***% Allocation***	***Share of Costs***
Authorized Improvements Only Benefitting Neighborhood Improvement Area #2			
Roadway improvements	$1,699,596	100%	$1,699,596
Water distribution improvements	$447,989	100%	$447,989
Sewer collection improvements	$459,689	100%	$459,689
Storm Sewer collection improvements	$850,638	100%	$850,638
Other soft and miscellaneous costs	$770,204	100%	$770,204
Total NIA #2 Improvements	**$4,228,116**		**$4,228,116**

(a) See Table III-B for details.

The Actual Costs of the Neighborhood Improvement Area #3 Improvements that only provide a benefit to Neighborhood Improvement Area #3 are shown in Table V-A.3 below.

Table V-A.3
Allocation of NIA #3 Improvement Costs

		Neighborhood Improvement Area #3	
	Total Costs (a)	***% Allocation***	***Share of Costs***
Authorized Improvements Only Benefitting Neighborhood Improvement Area #3			
Roadway improvements	$2,437,225	100%	$2,437,225
Water distribution improvements	$697,756	100%	$697,756
Sewer collection improvements	$629,868	100%	$629,868
Storm Sewer collection improvements	$1,962,024	100%	$1,962,024
Other soft and miscellaneous costs	$988,693	100%	$988,693
Total NIA #3 Improvements	**$6,715,566**		**$6,715,566**

(a) See Table III-C for details.

The Actual costs of the Neighborhood Improvement Area #4 Improvements that only provide a benefit to Neighborhood Improvement Area #4 are shown in Table V-A.4 on the following page.

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Table V-A.4
Allocation of NIA #4 Improvement Costs

	Total Costs (a)	Neighborhood Improvement Area #4	
		% Allocation	*Share of Costs*
Authorized Improvements Only Benefitting Neighborhood Improvement Area #4			
Roadway improvements	$2,277,454	100%	$2,277,454
Water distribution improvements	$1,504,742	100%	$1,504,742
Sewer collection improvements	$719,563	100%	$719,563
Storm Sewer collection improvements	$1,311,377	100%	$1,311,377
Other soft and miscellaneous costs	$0	100%	$0
Total NIA #4 Improvements	**$5,813,136**		**$5,813,136**

(a) See Table III-D for details.

The estimated costs of the Neighborhood Improvement Area #5A Improvements that only provide a benefit to Neighborhood Improvement Area #5A are shown in Table V-A.5 below.

Table V-A.5
Allocation of NIA #5A Improvement Costs

	Total Costs (a)	Neighborhood Improvement Area #5A	
		% Allocation	*Share of Costs*
Authorized Improvements Only Benefitting Neighborhood Improvement Area #5A			
Roadway improvements	$3,325,589	100%	$3,325,589
Water distribution improvements	$970,144	100%	$970,144
Sewer collection improvements	$959,493	100%	$959,493
Storm Sewer collection improvements	$1,107,463	100%	$1,107,463
Other soft and miscellaneous costs	$4,072,657	100%	$4,072,657
Total NIA #5A Improvements	**$10,435,347**		**$10,435,347**

(a) See Table III-E for details.

The estimated costs of the Neighborhood Improvement Area #5B Improvements that only provide a benefit to Neighborhood Improvement Area #5B are shown in Table V-A.6 on the following page.

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Table V-A.6
Allocation of NIA #5B Improvement Costs

	Total Costs (a)	Neighborhood Improvement Area #5B	
		% Allocation	*Share of Costs*
Authorized Improvements Only Benefitting Neighborhood Improvement Area #5B			
Roadway improvements	$10,985,892	100%	$10,985,893
Water distribution improvements	$1,547,008	100%	$1,547,008
Sewer collection improvements	$3,273,565	100%	$3,273,565
Storm Sewer collection improvements	$2,761,636	100%	$2,761,636
Landscaping, irrigation, and other improvements	$795,820	100%	$795,820
Other soft and miscellaneous costs	$3,672,631	100%	$3,672,631
Total NIA #5B Improvements	**$23,036,551**		**$23,036,552**

J. Determination of Special Benefit and Assessments

Assessed Property must receive a direct and special benefit from the Authorized Improvements, and this benefit must be equal to or greater than the amount of the Assessments. The Authorized Improvements are provided specifically for the benefit of the Assessed Property. The City Council, acting in its legislative capacity based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has found and determined:

Neighborhood Improvement Area #1

a) The Neighborhood Improvement Area #1 Improvement costs allocated to Neighborhood Improvement Area #1 equals $16,242,238; and

b) The Neighborhood Improvement Area #1 Assessed Property receives special benefit from the Neighborhood Improvement Area #1 Improvements; and

c) The Neighborhood Improvement Area #1 Initial Parcel consists of all property in Neighborhood Improvement Area #1, therefore the Neighborhood Improvement Area #1 Initial Parcel was allocated 100% of the Neighborhood Improvement Area #1 Assessments, which equal $11,560,000 as shown on the Neighborhood Improvement Area #1 Assessment Roll attached hereto as Appendix E. The Assessment per Unit for each Lot Type within Neighborhood Improvement Area #1 is shown in Appendix C as calculated pursuant to the Assessment allocation methodology using estimated buildout values as described in the Original SAP; and

d) The Neighborhood Improvement Area #1 Assessed Property receives a direct and special benefit from the Neighborhood Improvement Area #1 Improvements, and this benefit is equal to or greater than the amount of the Assessments, as shown on Table V-B.

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Table V-B
Neighborhood Improvement Area #1 Special Benefit and Assessment

Special Benefit	
Neighborhood Improvement Area #1 Improvements (a)	$12,644,097
Reserve Fund	$978,100
Capitalized Interest	$1,448,051
Cost of Issuance (b)	$871,556
Underwriter's Discount/Underwriter's Counsel	$300,434
Subtotal Special Benefit	*$16,242,238*
Assessments	
Assessments securing Neighborhood Improvement Area #1 Bonds	$11,560,000
Excess Benefits	**$4,682,238**

(a) See Table V-A.1 for details
(b) Includes cost of issuance plus developer's counsel, SAP consultant, and appraisal costs.

Neighborhood Improvement Areas #2-5

a) The Neighborhood Improvement Areas #2-5 Improvement costs allocated to Neighborhood Improvement Areas #2-5 equals $19,299,355; and

b) The Neighborhood Improvement Areas #2-5 Assessed Property receives special benefit from the Neighborhood Improvement Areas #2-5 Improvements; and

c) The Neighborhood Improvement Areas #2-5 Initial Parcel consists of all property in Neighborhood Improvement Areas #2-5, therefore the Neighborhood Improvement Areas #2-5 Initial Parcel was allocated 100% of the Neighborhood Improvement Areas #2-5 Assessments, which equal $16,825,000 as shown on the Neighborhood Improvement Areas #2-5 Assessment Roll attached hereto as Appendix F; and

d) The Neighborhood Improvement Areas #2-5 Assessed Property receives a direct and special benefit from the Neighborhood Improvement Areas #2-5 Improvements, and this benefit is equal to or greater than the amount of the Assessments, as shown on Table V-C on the following page..

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Table V-C
Neighborhood Improvement Areas #2-5 Special Benefit and Assessment

Special Benefit	
Neighborhood Improvement Area #2-5 Improvements (a)	$13,854,089
Reserve Fund	$1,430,125
Capitalized Interest	$2,398,125
Cost of Issuance (b)	$1,179,750
Underwriter's Discount/Underwriter's Counsel	$437,266
Subtotal Special Benefit	*$19,299,355*
Assessments	
Assessments securing Neighborhood Improvement Area #2-5 Bonds	$16,825,000
Excess Benefits	**$2,474,355**

(a) See Table V-A.1 for details
(b) Includes cost of issuance plus developer's counsel, SAP consultant, and appraisal costs.

Neighborhood Improvement Area #2

a) The Actual Costs of the Neighborhood Improvement Area #2 Improvements allocated to Neighborhood Improvement Area #2 equals $4,228,116; and

b) The Neighborhood Improvement Area #2 Assessed Property receives special benefit from the Neighborhood Improvement Area #2 Improvements; and

c) The Neighborhood Improvement Area #2 Initial Parcel initially consisted of all property in Neighborhood Improvement Area #2, therefore the Neighborhood Improvement Area #2 Initial Parcel (or Parcel or Parcels subsequently subdivided from it) was allocated 100% of the Neighborhood Improvement Area #2 Assessments, which equal $1,905,000 as shown on the Neighborhood Improvement Area #2 Assessment Roll attached hereto as Appendix G. The Assessment per Unit for each Lot Type within Neighborhood Improvement Area #2 is shown in Appendix C as calculated pursuant to the Assessment allocation methodology using estimated buildout values as described in the Original SAP; and

d) The Neighborhood Improvement Area #2 Assessed Property receives a direct and special benefit from the Neighborhood Improvement Area #2 Improvements, and this benefit is equal to or greater than the amount of the Assessments, as shown on Table V-D on the following page..

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Table V-D
Neighborhood Improvement Area #2 Special Benefit and Assessment

Special Benefit	
Neighborhood Improvement Area #2 Improvements (a)	$4,228,116
Reserve Fund	$164,967
Capitalized Interest	$0
Cost of Issuance	$110,529
Underwriter's Discount/Underwriter's Counsel	$57,150
Subtotal Special Benefit	*$4,560,762*
Assessments	
Assessments securing Neighborhood Improvement Areas #2-3 Bonds	$1,905,000
Excess Benefits	**$2,655,762**

(a) See Table V-A.2 for details

Neighborhood Improvement Area #3

a) The Actual Costs of the Neighborhood Improvement Area #3 Improvements allocated to Neighborhood Improvement Area #3 equals $6,715,566; and

b) The Neighborhood Improvement Area #3 Assessed Property receives special benefit from the Neighborhood Improvement Area #3 Improvements; and

c) The Neighborhood Improvement Area #3 Initial Parcel consists of all property in Neighborhood Improvement Area #3, therefore the Neighborhood Improvement Area #3 Initial Parcel (or Parcel or Parcels subsequently subdivided from it) was allocated 100% of the Neighborhood Improvement Area #3 Assessments, which equal $4,450,000 as shown on the Neighborhood Improvement Area #3 Assessment Roll attached hereto as Appendix H. The Assessment per Unit for each Lot Type within Neighborhood Improvement Area #3 is shown in Appendix C as calculated pursuant to the Assessment allocation methodology using estimated buildout values as described in the Original SAP; and

d) The Neighborhood Improvement Area #3 Assessed Property receives a direct and special benefit from the Neighborhood Improvement Area #3 Improvements, and this benefit is equal to or greater than the amount of the Assessments, as shown on Table V-E on the following page.

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Table V-E
Neighborhood Improvement Area #3 Special Benefit and Assessment

Special Benefit	
Neighborhood Improvement Area #3 Improvements (a)	$6,715,566
Reserve Fund	$385,357
Capitalized Interest	$360,710
Cost of Issuance	$241,471
Underwriter's Discount/Underwriter's Counsel	$133,500
Subtotal Special Benefit	*$7,836,604*
Assessments	
Assessments securing Neighborhood Improvement Areas #2-3 Bonds	$4,450,000
Excess Benefits	**$3,386,604**

(a) See Table V-A.3 for details

Neighborhood Improvement Area #4

a) The estimated costs of the Neighborhood Improvement Area #4 Improvements allocated to Neighborhood Improvement Area #4 equals $5,778,220; and

b) The Neighborhood Improvement Area #4 Assessed Property receives special benefit from the Neighborhood Improvement Area #4 Improvements; and

c) The Neighborhood Improvement Area #4 Initial Parcel consists of all property in Neighborhood Improvement Area #4, therefore the Neighborhood Improvement Area #4 Initial Parcel (or Parcel or Parcels subsequently subdivided from it) will be allocated 100% of the Neighborhood Improvement Area #4 Assessments, which equal $4,000,000 as shown on the Neighborhood Improvement Area #4 Assessment Roll attached hereto as Appendix I. The Assessment per Unit for each Lot Type within Neighborhood Improvement Area #4 is shown in Appendix C as calculated pursuant to the Assessment allocation methodology using estimated buildout values as described in the Original SAP; and

d) The Neighborhood Improvement Area #4 Assessed Property receives a direct and special benefit from the Neighborhood Improvement Area #4 Improvements, and this benefit is equal to or greater than the amount of the Assessments, as shown on Table V-F on the following page.

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Table V-F

Neighborhood Improvement Area #4 Special Benefit and Assessment

Special Benefit	
Neighborhood Improvement Area #4 Improvements (a)	$5,813,136
Reserve Fund	$342,289
Capitalized Interest	$152,167
Cost of Issuance	$228,000
Administration Fund	$25,000
Underwriter's Discount/Underwriter's Counsel	$120,000
Subtotal Special Benefit	*$6,680,592*
Assessments	
Assessments securing Neighborhood Improvement Area #4 Bonds	$4,000,000
Excess Benefits	**$2,680,592**

(a) See Table V-A.4 for details

Neighborhood Improvement Area #5A

a) The estimated costs of the Neighborhood Improvement Area #5A Improvements allocated to Neighborhood Improvement Area #5A equals $10,435,347; and

b) The Neighborhood Improvement Area #5A Assessed Property receives special benefit from the Neighborhood Improvement Area #5A Improvements; and

c) The Neighborhood Improvement Area #5A Initial Parcel consists of all property in Neighborhood Improvement Area #5A, therefore the Neighborhood Improvement Area #5A Initial Parcel (or Parcel or Parcels subsequently subdivided from it) will be allocated 100% of the Neighborhood Improvement Area #5A Assessments, which equal $7,300,000 as shown on the Neighborhood Improvement Area #5A Assessment Roll attached hereto as Appendix J-2. The Assessment per Unit for each Lot Type within Neighborhood Improvement Area #5A is shown in Appendix C as calculated pursuant to the Assessment allocation methodology using estimated buildout values as described in the Original SAP; and

d) The Neighborhood Improvement Area #5A Assessed Property receives a direct and special benefit from the Neighborhood Improvement Area #5A Improvements, and this benefit is equal to or greater than the amount of the Assessments, as shown on Table V-G below.

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Table V-G
Neighborhood Improvement Area #5A Special Benefit and Assessment

Special Benefit	
Neighborhood Improvement Area #5A Improvements (a)	$10,435,347
Reserve Fund	$667,250
Capitalized Interest	$310,250
Cost of Issuance	$474,500
Underwriter's Discount/Underwriter's Counsel	$219,000
Subtotal Special Benefit	*$12,106,347*
Assessments	
Assessments securing Neighborhood Improvement Area #5A's portion of NIA #5 Bonds	$7,300,000
Excess Benefits	**$4,806,347**

(a) See Table V-A.5 for details

Neighborhood Improvement Area #5B

a) The estimated costs of the Neighborhood Improvement Area #5B Improvements allocated to Neighborhood Improvement Area #5B equals $23,036,552; and

b) The Neighborhood Improvement Area #5B Assessed Property receives special benefit from the Neighborhood Improvement Area #5B Improvements; and

c) The Neighborhood Improvement Area #5B Initial Parcel consists of all property in Neighborhood Improvement Area #5B, therefore the Neighborhood Improvement Area #5B Initial Parcel (or Parcel or Parcels subsequently subdivided from it) will be allocated 100% of the Neighborhood Improvement Area #5B Assessments, which equal $13,484,000 as shown on the Neighborhood Improvement Area #5B Assessment Roll attached hereto as Appendix J-3. The Assessment per Unit for each Lot Type within Neighborhood Improvement Area #5B is shown in Appendix C as calculated pursuant to the Assessment allocation methodology using estimated buildout values as described in the Original SAP; and

d) The Neighborhood Improvement Area #5B Assessed Property receives a direct and special benefit from the Neighborhood Improvement Area #5B Improvements, and this benefit is equal to or greater than the amount of the Assessments, as shown on Table V-H on the following page.

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Table V-H
Neighborhood Improvement Area #5B Special Benefit and Assessment

Special Benefit	
Neighborhood Improvement Area #5B Improvements (a)	$23,036,552
Reserve Fund	$1,225,570
Capitalized Interest	$573,070
Cost of Issuance	$876,460
Underwriter's Discount/Underwriter's Counsel	$404,520
Subtotal Special Benefit	*$26,116,172*
Assessments	
Assessments securing Neighborhood Improvement Area #5B's portion of NIA #5 Bonds	$13,484,000
Excess Benefits	**$12,632,172**

(a) See Table V-A.6 for details

The Developer has acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. The Developer 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) the SAP and the Assessment Ordinance, and (iii) the levying of Assessments on the Assessed Property.

K. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the City Council for approval, updates to the Assessment Rolls and the Annual Service Plan Update to reflect changes such as (i) the identification of each Parcel or Lot (ii) the Assessment for each Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VII.G of this Service and Assessment Plan.

The Service and Assessment Plan Update shall reflect the actual interest on the PID Bonds on which the Annual Installments shall be paid, any reduction in the Assessments, and any revisions in the Actual Costs to be funded by the PID Bonds and Developer funds.

L. Assessments and Annual Installments

The Assessments will be levied on each Parcel or Lot according to the Assessment Rolls. The Annual Installments of the Assessments will be collected on the dates and in the amounts shown on the Assessment Rolls, subject to any revisions made during an Annual Service Plan Update.

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M. 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 Assessment Roll, which will be revised based on actual costs incurred in Annual Service Plan Updates. Administrative Expenses collected and not expended for actual Administrative Expenses shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of Administration Expenses.

N. Additional Interest Rate

Pursuant to the PID Act, the interest rate for Assessments may exceed the actual interest rate per annum paid on the PID Bonds by no more than one half of one percent (0.50%), (the "Additional Interest Rate"). For Neighborhood Improvement Area #1 Bonds and Neighborhood Improvement Areas #2-5 Major Improvement Bonds, to the extent funds are available under the applicable Indenture, forty percent (40.0%) of the funds generated by the Excess Interest Rate (0.20%) will initially fund the Prepayment Reserve. For Neighborhood Improvement Area #1 Bonds and Neighborhood Improvement Areas #2-5 Major Improvement Bonds, to the extent funds are available under the applicable Indenture, the remaining sixty percent (60.0%) balance of the funds generated by the Excess Interest Rate (0.30%) will initially fund the Delinquency Reserve. For the Neighborhood Improvement Area #2-3 Bonds, the Neighborhood Improvement Area #4 Bonds, and the Neighborhood Improvement Area #5 Bonds, the funds generated by the Excess Interest Rate, (0.50%), will fund the Delinquency and Prepayment Reserve (as described in Section V.R herein) pursuant to the applicable indenture.

O. Prepayment Reserve

As stated, 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 an Assessment and the date on which Neighborhood Improvement Area #1 Bonds and Neighborhood Improvement Areas #2-5 Bonds are actually redeemed ("the Prepayment Reserve"). To the extent funds are available under the applicable Indenture, each Prepayment Reserve shall be funded each year until it reaches 1.5% of the par amount of the Neighborhood Improvement Area #1 Bonds and Neighborhood Improvement Areas #2-5 Bonds, but in no event will the annual collections be more than 0.20% higher than the actual interest rate paid on the Neighborhood Improvement Area #1 Bonds and Neighborhood Improvement Areas #2-5 Bonds. If the PID Act is subsequently amended to allow prepayment of an Assessment to include all applicable interest from the date of prepayment through and including the date of the regularly scheduled Neighborhood Improvement Area #1 Bonds and Neighborhood Improvement Areas #2-5 Bonds payments to be charged upon the prepayment of the Assessment, the 0.20% allocated to fund the associated interest charged between the date of prepayment of the Assessment and the date on which Neighborhood Improvement Area #1 Bonds and Neighborhood Improvement Areas #2-5 Bonds are actually prepaid may be eliminated. If in a given year the additional reserve is fully funded at 1.5% of the par amount of the Neighborhood Improvement Area #1 Bonds and Neighborhood Improvement Areas #2-5 Bonds, respectively, the City and the Developer can allocate the Prepayment Reserve Component

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of the Excess Interest Rate collected during that year to the Delinquency Reserve or to pay Administrative Expenses as set forth in the applicable Indenture.

P. DELINQUENCY RESERVE

To the extent funds are available under the applicable Indenture, each additional delinquency reserve (the "Delinquency Reserve") shall be funded each year up to 4.0% of the par amount of the Neighborhood Improvement Area #1 Bonds and Neighborhood Improvement Areas #2-5 Bonds, but in no event will the annual collection of the Delinquency Reserve be more than 0.30% higher than the actual interest rate paid on the Neighborhood Improvement Area #1 Bonds and Neighborhood Improvement Areas #2-5 Bonds, respectively. If in a given year the additional reserve is fully funded at 5.5% of the par amount of the Neighborhood Improvement Area #1 Bonds and Neighborhood Improvement Areas #2-5 Bonds, the City and the Developer shall allocate the Delinquency Reserve component of the Excess Interest Rate collected to the redemption of Neighborhood Improvement Area #1 Bonds and Neighborhood Improvement Areas #2-5 Bonds as set forth in the applicable Indenture.

Q. DELINQUENCY AND PREPAYMENT RESERVE

With respect to the Neighborhood Improvement Areas #2-3 Bonds, 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 an Assessment and the date on which and Neighborhood Improvement Areas #2-3 Bonds are redeemed and to offset any possible delinquent payments. To the extent funds are available under the applicable Indenture, this additional reserve for Neighborhood Improvement Areas #2-3 Bonds (the "Delinquency and Prepayment Reserve") shall be funded each year up to 5.5% of the par amount of the Neighborhood Improvement Areas #2-3 Bonds. If in a given year the additional reserve is fully funded at 5.5% of the par amount of the Neighborhood Improvement Areas #2-3 Bonds, the City shall designate such Excess Interest Rate collected for the redemption of Neighborhood Improvement Areas #2-3 Bonds as set forth in the applicable Indenture.

With respect to the Neighborhood Improvement Area #4 Bonds, 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 an Assessment and the date on which and Neighborhood Improvement Area #4 Bonds are actually redeemed and to offset any possible delinquent payments. To the extent funds are available under the applicable Indenture, this additional reserve for the Neighborhood Improvement Area #4 Bonds shall be funded each year up to 5.5% of the par amount of the Neighborhood Improvement Area #4 Bonds. If in a given year the additional reserve is fully funded at 5.5% of the par amount of the Neighborhood Improvement Area #4 Bonds, the City shall designate such Excess Interest Rate collected for the redemption of Neighborhood Improvement Area #4 Bonds as set forth in the applicable Indenture.

With respect to the Neighborhood Improvement Area #5 Bonds, 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 an Assessment and the date on which and Neighborhood Improvement Area #5 Bonds are actually redeemed and to offset any possible delinquent payments. To the extent funds are available under the applicable Indenture, this additional reserve for Neighborhood Improvement Area #5 Bonds (the "Delinquency and Prepayment Reserve") shall be funded each year up to 5.5% of the par amount of the Neighborhood Improvement Area #5 Bonds. If in a given year the additional reserve is fully funded at 5.5% of the par amount of the Neighborhood

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Improvement Area #5 Bonds, the City shall designate such Excess Interest Rate collected for the redemption of Neighborhood Improvement Area #5 Bonds as set forth in the applicable Indenture.

R. TIRZ CREDIT

The City has agreed to use TIRZ Revenues from TIRZ No. 4 generated from property within Neighborhood Improvement Area #1 Assessed Property to offset a portion of the Annual Installment on the Neighborhood Improvement Area #1 Assessed Property and has agreed to use TIRZ Revenues from TIRZ No. 8 generated from property within Neighborhood Improvement Areas #2-5 Assessed Property to offset a portion of the Annual Installment on the Neighborhood Improvement Areas #2-5 Assessed Property, respectively (the "TIRZ Credit"). The Annual Installment for each Parcel shall be calculated by taking into consideration any TIRZ Credit applicable to the Parcel.

S. INCORPORATION BY REFERENCE

The Recitals to this amended and restated Service and Assessment Plan are hereby incorporated by reference as if set forth in the body of this amended and restated Service and Assessment Plan and are made a part hereof for all purposes

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Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

VI. SERVICE PLAN

A. SOURCES AND USES OF FUNDS

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five-year period. The Major Improvements financed with the Neighborhood Improvement Areas #2-5 Major Improvement Bonds and the Neighborhood Improvement Area #1 Improvements financed with the Neighborhood Improvement Area #1 Bonds have been constructed and accepted by the City or MSUD, as applicable. The Neighborhood Improvement Area #2 Improvements have been constructed and accepted by the City or MSUD, as applicable. The Neighborhood Improvement Area #3 Improvements have been constructed and accepted by the City or MSUD, as applicable. The Neighborhood Improvement Area #4 Improvements have been constructed and accepted by the City or MSUD, as applicable. It is anticipated that the Neighborhood Improvement Area #5A Improvements will be completed and accepted by the City or MSUD, as applicable, in Q4 2021 and the Neighborhood Improvement Area #5B Improvements will be completed and accepted by the City or MSUD, as applicable, in approximately 12-18 months. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the estimated Authorized Improvement costs, and updating the Assessment Rolls. Any update to this Service and Assessment Plan is herein referred as an "Annual Service Plan Update."

The projected Annual Installments for the Neighborhood Improvement Area #1 Bonds, the Neighborhood Improvement Areas #2-5 Major Improvement Bonds, the Neighborhood Improvement Areas #2-3 Bonds (relating to Neighborhood Improvement Area #2), the Neighborhood Improvement Areas #2-3 Bonds (relating to Neighborhood Improvement Area #3), ,the Neighborhood Improvement Area #4 Bonds (relating to both Neighborhood Improvement Area #4), the Neighborhood Improvement Area #5 Bonds (relating to Neighborhood Improvement Area #5A and Neighborhood Improvement Area #5B), are shown on Appendix E, Appendix F, Appendix G, Appendix H, Appendix I, and Appendix J-1, respectively. The projected annual installments are subject to revision and shall be updated in the Annual Service Plan Update as necessary.

The Actual Costs for Neighborhood Improvement Area #1 Improvements plus the 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 $16,242,238 as shown in Table VI-A. The Actual Costs for Neighborhood Improvement Areas #2-5 Major Improvements plus costs related to the issuance of the Neighborhood Improvement Areas #2-5 Major Improvement Bonds, and payment of expenses incurred in the establishment, administration and operation of the PID is $19,299,494 as shown in Table VI-A on the following page

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Table VI-A
Sources and Uses of Funds – NIA #1 and NIA #2-5

Sources of Funds	Neighborhood Improvement Area #1	Neighborhood Improvement Area #2-5
Gross Bond Amount	$11,560,000	$16,825,000
Developer's Advance (a)	$2,581,645	$437,266
Other funding sources (b)	$2,100,592	$2,037,228
Total Sources	**$16,242,238**	**$19,299,494**
Uses of Funds		
Authorized Improvements (c)	$12,644,097	$13,854,089
Debt Service Reserve Fund	$978,100	$1,430,125
Capitalized Interest	$1,448,051	$2,398,264
Costs of Issuance	$871,556	$1,179,750
Underwriter's Discount	$300,434	$437,266
Total Uses	**$16,242,238**	**$19,299,494**

(a) The amounts represent the Developer deposits at the time of bond issuance.
(b) The other funding sources represent projected costs of Authorized Improvements to be paid by the Developer in excess of the bond proceeds and Developer deposits at bond closing.
(c) See Table V-A for details.

The Actual Costs for Neighborhood Improvement Area #2 Improvements and the Neighborhood Improvement Area #3 Improvements plus the costs related to the issuance of the Neighborhood Improvement Area #2-3 Bonds is $12,118,963 as shown in Table VI-B on the following page.

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Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Table VI-B
Sources and Uses of Funds – NIA #2 and NIA #3

Sources of Funds	Neighborhood Improvement Area #2	Neighborhood Improvement Area #3	Total
Neighborhood Improvement Areas #2-3 Bond Amount	$1,905,000	$4,450,000	$6,355,000
Other funding sources (a)	$2,655,762	$3,108,201	$5,763,963
Total Sources	**$4,560,762**	**$7,558,201**	**$12,118,963**
Uses of Funds			
Authorized Improvements (b)	$4,228,116	$6,437,163	$10,665,279
Debt Service Reserve Fund	$164,967	$385,357	$550,324
Capitalized Interest	$0	$360,710	$360,710
Costs of Issuance	$110,529	$241,471	$352,000
Underwriter's Discount	$57,150	$133,500	$190,650
Total Uses	**$4,560,762**	**$7,558,201**	**$12,118,963**

(a) The other funding sources represent projected costs of Authorized Improvements to be paid by the Developer in excess of the Neighborhood Improvement Areas #2-3 Bond proceeds and Developer deposits at bond closing.

(b) See Table V-D and Table V-E for details.

The Actual costs for Neighborhood Improvement Area #4 Improvements plus the costs related to the issuance of the Neighborhood Improvement Area #4 Bonds is $6,680,592 as shown in Table VI-C on the following page.

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Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Table VI-C
Sources and Uses of Funds – NIA #4

Sources of Funds	Neighborhood Improvement Area #4
Neighborhood Improvement Area #4 Bond Amount	$4,000,000
Other funding sources (a)	$2,680,592
Total Sources	**$6,680,592**
Authorized Improvements (b)	$5,813,136
Debt Service Reserve Fund	$342,289
Capitalized Interest	$152,167
Costs of Issuance	$228,000
Administration Fund	$25,000
Underwriter's Discount	$120,000
Total Uses	**$6,680,592**

(a) The other funding sources represent projected costs of Authorized Improvements to be paid by the Developer in excess of the Neighborhood Improvement Area #4 Bond proceeds and Developer deposits at bond closing.
(b) See Table V-F for details.

The estimated costs for Neighborhood Improvement Area #5A Improvements initially funded by the Neighborhood Improvement Area #5A Reimbursement Agreement are shown in Table VI-D below.

Table VI-D
Original Sources and Uses of Funds – NIA #5A

Sources of Funds	Total
Neighborhood Improvement Area #5A Reimbursement Agreement	$7,300,000
Other funding sources (a)	$3,135,347
Total Sources	**$10,435,347**
Uses of Funds	
Authorized Improvements (b)	$10,435,347
Total Uses	**$10,435,347**

(a) The other funding sources represent projected costs of Neighborhood Improvements Area #5A to be funded by the Developer in excess of the Assessments for Neighborhood Improvements Area #5A.
(b) See Table V-F for details.

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

The Estimated Costs for Neighborhood Improvement Area #5A Improvements and the Neighborhood Improvement Area #5B Improvements plus the costs related to the issuance of the Neighborhood Improvement Area #5 Bonds is $38,222,518 as shown in Table VI-E below.

Table VI-E
Estimated Sources and Uses of Funds – NIA #5A and NIA #5B

Sources of Funds	Neighborhood Improvement Area #5A	Neighborhood Improvement Area #5B	Total
Neighborhood Improvement Area #5 Bond Amount	$7,300,000	$13,484,000	$20,784,000
Other funding sources (a)	$4,806,347	$12,632,171	$17,438,518
Total Sources	$12,106,347	$26,116,171	$38,222,518
Uses of Funds			
Authorized Improvements (b)	$10,435,347	$23,036,551	$33,471,898
Debt Service Reserve Fund	$667,250	$1,225,570	$1,892,820
Capitalized Interest	$310,250	$573,070	$883,320
Costs of Issuance	$474,500	$876,460	$1,350,960
Underwriter's Discount	$219,000	$404,520	$623,520
Total Uses	$12,106,347	$26,116,171	$38,222,518

(a) The other funding sources represent projected costs of Authorized Improvements to be paid by the Developer in excess of the Neighborhood Improvement Area #5 Bond proceeds at bond closing.

(b) See Table III-E and Table III-F for details.

The annual projected costs and annual projected indebtedness for Neighborhood Improvement Areas #2-5 and Neighborhood Improvement Area #1 is shown by Table VI-F. The annual projected costs and indebtedness is subject to revision and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

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Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Table VI-F
Annual Projected Costs and Annual Projected Indebtedness – NIA #2-5 and NIA #1

Year	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources	NIA #2-5 Projected Annual Installments	NIA #1 Projected Annual Installments
2019 & Prior	$35,541,732	$28,385,000	$7,156,732	$3,531,274	$2,370,798
2020	$0	$0	$0	$1,798,848	$1,097,110
2021	$0	$0	$0	$1,796,497	$1,095,984
2022	$0	$0	$0	$1,796,973	$1,094,108
2023	$0	$0	$0	$1,794,836	$1,096,483
2024	$0	$0	$0	$1,790,088	$1,097,723
2025	$0	$0	$0	$1,792,728	$1,097,826
2026	$0	$0	$0	$1,786,883	$1,057,245
2027	$0	$0	$0	$1,787,989	$1,050,179
Total	**$35,541,732**	**$28,385,000**	**$7,156,732**	**$17,876,116**	**$11,057,456**

The annual projected costs shown in Table VI-F are the annual expenditures relating to the Authorized Improvements shown in Table III-A, the costs associated with creating the PID and costs of issuing the PID Bonds, including reserves shown in Table V-A.1. The difference between the annual projected cost and the annual projected indebtedness represents an amount funded by the Developer.

The annual projected costs and annual projected indebtedness for Neighborhood Improvement Areas #2-3 is shown by Table VI-G. The annual projected costs and indebtedness is subject to revision and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table VI-G
Annual Projected Costs and Annual Projected Indebtedness - NIA #2-3

Year	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources	NIA #2 Projected Annual Installments	NIA #3 Projected Annual Installments
2019 & Prior	$12,118,963	$6,355,000	$5,763,963	$0	$0
2020	$0	$0	$0	$144,563	$196,967
2021	$0	$0	$0	$114,277	$245,994
2022	$0	$0	$0	$114,448	$261,694
2023	$0	$0	$0	$114,627	$261,714
2024	$0	$0	$0	$114,814	$261,749
2025	$0	$0	$0	$115,009	$261,798
2026	$0	$0	$0	$115,213	$261,862
2027	$0	$0	$0	$115,425	$261,941
Total	**$12,118,963**	**$6,355,000**	**$5,763,963**	**$948,376**	**$2,013,719**

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

The annual projected costs shown in Table VI-G are the annual expenditures relating to the Authorized Improvements shown in Tables III-B and III-C, the costs associated with creating the PID and costs of issuing the PID Bonds, including reserves shown in Table V-A.2 and Table V-A.3. The difference between the annual projected cost and the annual projected indebtedness represents an amount funded by the Developer.

The annual projected costs and annual projected indebtedness for Neighborhood Improvement Area #4 Bonds is shown by Table VI-H on the following page. The annual projected costs and indebtedness is subject to revision and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table VI-H
Annual Projected Costs and Annual Projected Indebtedness - NIA #4

Year	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources	NIA #4 Projected Annual Installments
2021	$6,680,592	$4,000,000	$2,680,592	$0
2022	$0	$0	$0	$245,000
2023	$0	$0	$0	$245,444
2024	$0	$0	$0	$245,902
2025	$0	$0	$0	$246,374
2026	$0	$0	$0	$246,860
2027	$0	$0	$0	$247,362
Total	**$6,680,592**	**$4,000,000**	**$2,680,592**	**$1,476,942**

The annual projected costs shown in Table VI-H are the annual expenditures relating to the Authorized Improvements shown in Table III-D, the costs associated with creating the PID and costs of issuing the PID Bonds, including reserves shown in Table V-A.4. The difference between the annual projected cost and the annual projected indebtedness represents an amount funded by the Developer.

The annual projected costs and annual projected indebtedness for Neighborhood Improvement Area #5 is shown by Table VI-I. The annual projected costs and indebtedness is subject to revision and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

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Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Table VI-I
Annual Projected Costs and Annual Projected Indebtedness - NIA #5

Year	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources	NIA #5A Projected Annual Installments	NIA #5B Projected Annual Installments
2021	$38,222,518	$20,784,000	$17,438,518	$345,250	$638,070
2022	$0	$0	$0	$447,450	$826,790
2023	$0	$0	$0	$445,077	$827,416
2024	$0	$0	$0	$447,717	$827,831
2025	$0	$0	$0	$445,135	$828,036
2026	$0	$0	$0	$447,568	$828,030
2027	$0	$0	$0	$444,778	$827,816
Total	**$38,222,518**	**$20,784,000**	**$17,438,518**	**$3,022,975**	**$5,603,988**

The annual projected costs shown in Table VI-I are the annual expenditures relating to the Authorized Improvements shown in Tables III-E and III-F, the costs associated with creating the PID and costs of issuing the PID Bonds, including reserves shown in Table VI-E. The difference between the annual projected cost and the annual projected indebtedness represents an amount funded by the Developer.

B. HOMEBUYER DISCLOSURE

The PID Act requires that this Service and Assessment Plan and each Annual Service Plan update include a copy of the notice form required by Section 5.014 of the Texas Property Code. The homebuyer disclosure is attached hereto as Appendix D and may be updated in an Annual Service Plan Update.

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Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

VII. TERMS OF THE ASSESSMENTS

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN THE NEIGHBORHOOD IMPROVEMENT AREA #1

The Assessment and Annual Installments for each Assessed Property located within Neighborhood Improvement Area #1 is shown on the Neighborhood Improvement Area #1 Assessment Roll, attached as Appendix E, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay principal and interest on the Neighborhood Improvement Area #1 Bonds, to fund the prepayment reserve and delinquency reserve described in Section VI, and to cover Administrative Expenses of Neighborhood Improvement Area #1. The Annual Installment for each Parcel shall be calculated by taking into consideration any TIRZ Credit applicable to such Parcel in Neighborhood Improvement Area #1. The TIRZ Credit for each Parcel shall be as described in Section V.N, and shall be as provided for in Section VII.D and VII.E below:

B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS RELATED TO THE MAJOR IMPROVEMENTS FOR PARCELS LOCATED WITHIN THE NEIGHBORHOOD IMPROVEMENT AREAS #2-5

The Assessment and Annual Installments related to the Major Improvements for each Assessed Property located within Neighborhood Improvement Areas #2-5 are shown on the Neighborhood Improvement Areas #2-5 Assessment Roll, attached as Appendix F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay principal and interest on the Neighborhood Improvement Areas #2-5 Major Improvement Bonds, to fund the prepayment reserve and delinquency reserve described in Section VI, to cover Administrative Expenses of Neighborhood Improvement Areas #2-5.

C. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN THE NEIGHBORHOOD IMPROVEMENT AREA #2, NEIGHBORHOOD IMPROVEMENT AREA #3, NEIGHBORHOOD IMPROVEMENT AREA #4, NEIGHBORHOOD IMPROVEMENT AREA #5A, AND NEIGHBORHOOD IMPROVEMENT AREA #5B

The Assessment and Annual Installments related to the Neighborhood Improvement Area #2 Improvements for each Assessed Property located within Neighborhood Improvement Area #2 are shown on the Neighborhood Improvement Area #2 Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay the debt obligations under the Neighborhood Improvement Areas #2-3 Bonds and to cover Administrative Expenses

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of Neighborhood Improvement Area #2.

The Assessment and Annual Installments related to the Neighborhood Improvement Area #3 Improvements for each Assessed Property located within Neighborhood Improvement Area #3 are shown on the Neighborhood Improvement Area #3 Assessment Roll, attached as Appendix H, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay the debt obligations under the Neighborhood Improvement Areas #2-3 Bonds, and to cover Administrative Expenses of Neighborhood Improvement Area #3.

The Assessment and Annual Installments related to the Neighborhood Improvement Area #4 Improvements for each Assessed Property located within Neighborhood Improvement Area #4 are shown on the Neighborhood Improvement Area #4 Assessment Roll, attached as Appendix I, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay the debt obligations under the Neighborhood Improvement Area #4 Bonds, and to cover Administrative Expenses of Neighborhood Improvement Area #4.

The Assessment and Annual Installments related to the Neighborhood Improvement Area #5A Improvements for each Assessed Property located within Neighborhood Improvement Area #5A are shown on the Neighborhood Improvement Area #5A Assessment Roll, attached as Appendix J-2, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay the debt obligations under the Neighborhood Improvement Area #5 Bonds and to cover Administrative Expenses of Neighborhood Improvement Area #5A.

The Assessment and Annual Installments related to the Neighborhood Improvement Area #5B Improvements for each Assessed Property located within Neighborhood Improvement Area #5B are shown on the Neighborhood Improvement Area #5B Assessment Roll, attached as Appendix J-3, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay the debt obligations under the Neighborhood Improvement Area #5 Bonds, and to cover Administrative Expenses of Neighborhood Improvement Area #5B.

D. TIRZ Credit for Parcels Located in Neighborhood Improvement Area #1

The Annual Installment for each Parcel in Neighborhood Improvement Area #1 shall be calculated by taking into consideration any TIRZ Credit applicable to such Parcel.

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The TIRZ Credit for each Parcel in Neighborhood Improvement Area #1 in any given year shall be determined by the TIRZ Revenues collected within TIRZ No. 4 in the preceding year (i.e., TIRZ Revenues collected in 2020 shall be used to calculate the TIRZ Credit applicable to Annual Installments to be collected in 2021).

E. TIRZ Credit for Parcels Located in Neighborhood Improvement Areas #2-5

The Annual Installment for each Parcel in Neighborhood Improvement Areas #2-5 shall be calculated by taking into consideration any TIRZ Credit applicable to such Parcel.

The TIRZ Credit for each Parcel in Neighborhood Improvement Areas #2-5 in any given year shall be determined by the TIRZ Revenues collected within TIRZ No. 8 in the preceding year (i.e., TIRZ Revenues collected in 2019 shall be used to calculate the TIRZ Credit applicable to Annual Installments to be collected in 2020).

F. Reallocation of Assessments for Parcels Located Within the PID

1. Upon Division Prior to Recording of Subdivision Plat

Upon the division of any Assessed Property (without the recording of subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for the new divided Assessed Property
B = the Assessment for the Assessed Property prior to division
C = the estimated As-Built Assessed Value of the new divided Assessed Property
D = the sum of the As-Built Assessed Value for all of the new divided Assessed Properties

The calculation of the As-Built Assessed Value of an Assessed Property shall be performed by the Administrator based on information from the City, the Developer, third party consultants, the Official Public Records of Denton County, Texas, and any other relevant source of information regarding the Assessed Property. The calculation as confirmed by the City Council shall be conclusive.

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this Service and Assessment Plan approved by the City Council.

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

2. Upon Subdivision by a Recorded Subdivision Plat

Upon the subdivision of any Assessed Property based on a recorded Subdivision Plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots according to the following formula:

$$A = [B \times (C \div D)]/E$$

Where the terms have the following meanings:

A = the Assessment for the new subdivided Lot
B = the Assessment for the Parcel prior to subdivision
C = the sum of the estimated As-Built Assessed Value of all new subdivided Lots with same Lot Type
D = the sum of the estimated As-Built Assessed Value for all of the new subdivided Lots excluding Non-Benefitted Property
E = the number of Lots with same Lot Type

Prior to the recording of a subdivision plat, the Developer shall provide the City an estimated As-Built Assessed Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat considering factors such as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, discussions with homebuilders, and any other factors that may impact future as-built Lot value and any other information available to the Developer. The calculation of the estimated As-Built Lot value for a Lot shall be performed by the Administrator and confirmed by the City Council based on information provided by the Developer, homebuilders, third party consultants, and/or the Official Public Records of Denton County, Texas regarding the Lot.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this Service and Assessment Plan approved by the City Council.

3. Upon Consolidation

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to consolidation. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

G. Mandatory Prepayment of Assessments

1. If a Parcel subject to Assessments is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel subject to Assessments to become Non-Benefited Property, the owner of such Parcel shall pay to the City the full amount of the principal portion of the Assessment on such Parcel, plus all Prepayment Costs, prior to any such transfer or act.

2. The payments required above shall be treated the same as any Assessment that is due and owing under the Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the Act.

H. Reduction of Assessments

1. If after all Authorized Improvements to be funded with a series of PID Bonds have been completed and Actual Costs for such Authorized Improvements are less than the Actual Costs used to calculate the Assessments securing such series of PID Bonds, resulting in excess Bond proceeds being available to redeem Bonds of such series, then the Assessment securing such series of PID Bonds for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the actual reduced Actual Costs and such excess Bond proceeds shall applied to redeem Bonds of such series. The Assessments shall not be reduced to an amount less than the related outstanding series of PID Bonds. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.

2. If all the Authorized Improvements are not undertaken, resulting in excess PID Bond proceeds being available to redeem PID Bonds, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the City Council to reflect only the amounts required to repay the PID Bonds, including interest on the PID Bonds and Collection Costs, and such excess Bond proceeds shall be applied to redeem Bonds. The City Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on estimated build out value of each Parcel or Lot, if determined by the City Council to be the most fair and practical means of reducing the Assessments for each Parcel, such that the sum of the resulting reduced Assessments equals the amount required to repay the PID Bonds, including interest on the PID Bonds and Collection Costs. The Principal Portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced Principal Portion of the PID Bonds is equal to the outstanding principal amount of the PID Bonds.

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

3. If after all Authorized Improvements to be funded with a series of PID Bonds have been completed and the Actual Costs for the Authorized Improvements are less than the Budgeted Costs used to calculate the Assessments securing the PID Bonds, resulting in excess Bond proceeds, then the City Council may reduce the Assessment securing the PID Bonds for each Assessed Property on a pro rata basis such that the sum of the resulting reduced Assessments for all Assessed Properties equals the reduced Actual Costs. The Assessments shall not be reduced to an amount less than the related outstanding series of PID Bonds.

4. Similarly, if the City does not undertake some of the Authorized Improvements with the PID Bonds then the City Council may reduce the Assessment securing the PID Bonds for each Assessed Property pro-rata to reflect only the Actual Costs that were expended. The Assessments shall not be reduced to an amount less than the related outstanding series of PID Bonds.

5. The City Council may apply excess PID Bond proceeds to the redemption of the respective PID Bonds.

I. PAYMENT OF ASSESSMENTS

1. Payment in Full

(a) The Assessment for any Parcel may be paid in full at any time in accordance the PID Act. The Payment shall include all Prepayment Costs. If prepayment in full will result in redemption of PID Bonds, the payment amount shall be reduced from any proceeds from the Debt Service Reserve Fund applied to the redemption pursuant to the Indenture, net of any other costs applicable to the redemption of PID Bonds.

(b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount upon payment.

(c) Upon payment in full of an Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the related Indenture; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate. The City shall provide the owner of the affected Assessed Property a recordable "Notice of PID Assessment Termination."

(d) At the option of the Parcel owner, the Assessment on any Parcel may be paid in part in an amount equal to the amount of prepaid Assessments plus Prepayment Costs with respect thereto. Upon the payment of such amount for a Parcel, the Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial payment is made. The partial Assessment payment will be used to redeem the bonds.

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

2. Payment of Annual Installments

The Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the Act authorizes the City to collect interest and collection costs on the outstanding Assessment. An Annual Installment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown in the Assessment Roll, which includes interest on the outstanding Assessment and Administrative Expenses.

The Annual Installments as listed on the Assessment Rolls for Neighborhood Improvement Area #1 in Appendix E and Neighborhood Improvement Areas #2-5 in Appendix F have been calculated using an interest rate on the Neighborhood Improvement Area #1 Bonds of 7.25% and an interest rate on the Neighborhood Improvement Areas #2-5 Major Improvement Bonds of 8.25%, respectively.

The Annual Installments as listed on the Assessment Rolls for Neighborhood Improvement Area #2 in Appendix G and Neighborhood Improvement Areas #3 in Appendix H have been calculated using an interest rate of 4.125% for the Neighborhood Improvement Area #2-3 Bonds maturing through 2039 and an interest rate of 4.250% for the Neighborhood Improvement Area #2-3 Bonds maturing after 2039.

The Annual Installments as listed on the Assessment Rolls for Neighborhood Improvement Area #4 in Appendix I have been calculated using an interest rate of 4.125% for the Neighborhood Improvement Area #4 Bonds.

The Annual Installments as listed on the Assessment Rolls for Neighborhood Improvement Area #5A and Neighborhood Improvement Area #5B in Appendix J (including Appendix J-1, Appendix J-2, and Appendix J-3) have been calculated using an estimated interest rate of 4.25% for the Neighborhood Improvement Area #5 Bonds.

The Annual Installments shall be reduced to equal the actual costs of repaying the PID Bonds and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances. If additional Assessments are levied on the Project by the City, the Annual Installments will be adjusted to reflect the changes.

The City reserves and shall have the right and option to refund the PID Bonds in accordance with Section 372.027 of the PID Act. In the event of such refunding, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installment so that total Annual Installments of Assessments will be produced in annual amounts that are required to pay the refunding PID Bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding PID Bonds, and such refunding PID Bonds shall constitute "PID Bonds" for purposes of this Service and Assessment Plan.

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

J. COLLECTION OF ANNUAL INSTALLMENTS

The Administrator shall, no less frequently than annually, prepare and submit to the City Council 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 updated Assessment Rolls 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 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 in the same manner and at the same time as ad valorem taxes. The City Council may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the PID Act.

Any sale of Assessed Property for nonpayment of the delinquent Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments 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 an Assessment, shall be calculated each September 1 and assessed annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year.

Each Annual Installment for the Neighborhood Improvement Area #2 Assessments, including the interest on the unpaid amount of an Assessment, shall be assessed annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of each year following the commencement of collection of the Neighborhood Improvement Area #2 Annual Installments. Collection of the Annual Installment for the Neighborhood Improvement Area #2 Assessments commenced as of September 1, 2019.

Each Annual Installment for the Neighborhood Improvement Area #3 Assessments, including the interest on the unpaid amount of an Assessment, shall be assessed annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of each year following the commencement of collection of the Neighborhood Improvement Area #3 Annual Installments. Collection of the Annual Installment for the Neighborhood Improvement Area #3 Assessments commenced with the issuance of the Neighborhood Improvement Areas #2-3 Bonds.

Each Annual Installment for the Neighborhood Improvement Area #4 Assessments, including the interest on the unpaid amount of an Assessment, shall be assessed annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of each year following the commencement of collection of the Neighborhood Improvement Area #4

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Annual Installments. Collection of the Annual Installment for the Neighborhood Improvement Area #4 Assessments commenced with the issuance of the Neighborhood Improvement Area #4 Bonds.

Each Annual Installment for the Neighborhood Improvement Area #5A Assessments and the Neighborhood Improvement Area #5B Assessments including the interest on the unpaid amount of an Assessment shall begin with the issuance of Neighborhood Improvement Area #5 Bonds and be assessed annually thereafter. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of each year following the commencement of collection of the Neighborhood Improvement Area #5A Annual Installments and the Neighborhood Improvement Area #5B Annual Installments. Collection of the Annual Installment for the Neighborhood Improvement Area #4A Assessments and Neighborhood Improvement Area #4B Assessments shall commence with the issuance of the Neighborhood Improvement Area #4 Bonds.

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VIII. 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 Developer in writing at least thirty (30) days in advance before appointing a third party Administrator.

To the extent consistent with the PID Act, an owner of an Assessed Property claiming that a calculation error has been made in the Assessment Roll, including the calculation of the Annual Installment, must send a written notice describing the error to the City no later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. If an owner fails to give such notice, such owner shall be deemed to have accepted the calculation of the Assessment Rolls (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 Rolls should be modified or changed in favor of the Assessed Property owner, such change or modification shall be presented to the City Council for approval, to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Property owner (except for the final year during which the Annual Installment shall be collected), 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 Rolls may be appealed to the City Council. Any amendments made to the Assessment Rolls pursuant to calculation errors shall be made pursuant to the PID Act.

B. TERMINATION OF ASSESSMENTS

Each Assessment shall terminate on the date the Assessment is paid in full, including payment of any unpaid Annual Installments and Delinquent Collection Costs, if any. After the termination of the Assessment, and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the owner of the affected Parcel a recordable "Notice of the PID Assessment Termination."

C. AMENDMENTS

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

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, unless stated otherwise herein or in the

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Indenture, such determination shall be conclusive.

E. SEVERABILITY

If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan, or the application of same to an Assessed Property or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service and Assessment Plan or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Service and Assessment Plan that no part 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 Service and Assessment Plan are declared to be severable for that purpose. In addition, the amendment and restatement to the Original SAP does not in any way affect the Assessment lien placed on the Assessed Property as part of the levy of Assessments for the Neighborhood Improvement Area #1 Improvements and the Neighborhood Improvement Area's #2-5 Improvements on November 10, 2015, the levy of Assessments for the Neighborhood Improvement Area #2 on August 28, 2018, the levy of Assessments for the Neighborhood Improvement Area #3 on September 10, 2019, the levy of Assessments for the Neighborhood Improvement Area #4 on July 14, 2020, the levy of Assessments for the Neighborhood Improvement Area #5A on July 13, 2021, or the levy of Assessments for the Neighborhood Improvement Area #5B on December 14, 2021.

If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

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APPENDIX A
UPDATED PID MAP AND CONCEPT PLAN

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APPENDIX A
Updated PID Map and Concept Plan

PID Boundary Map

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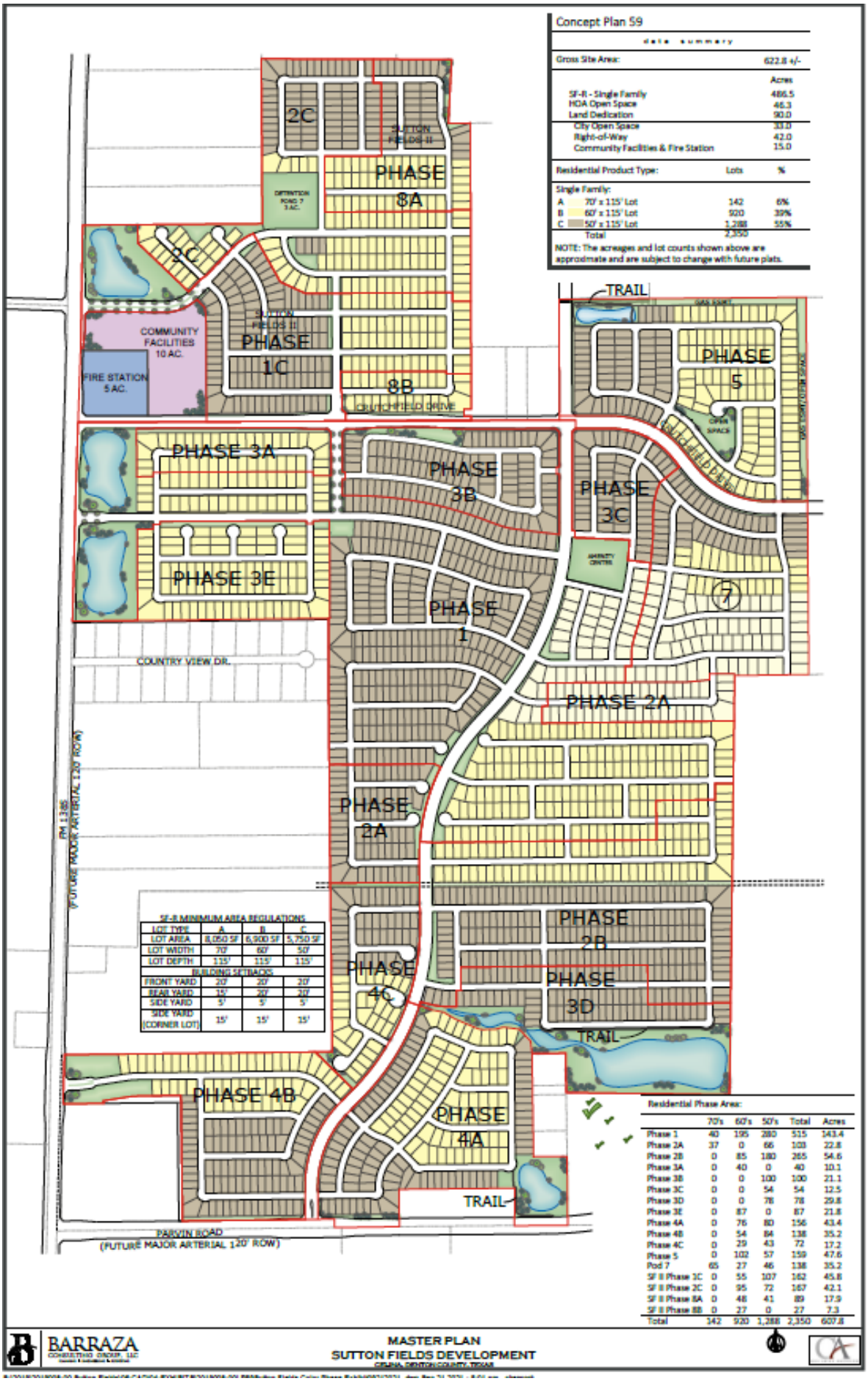

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APPENDIX B
LEGAL DESCRIPTIONS OF PARCELS

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APPENDIX B
Legal Description of Parcels

622.779 ACRE TRACT

BEING that certain tract of land situated in the Freeman Wilkerson Survey, Abstract No. 1411, the Thomas H. McIntyre Survey, Abstract No. 903, 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 Denton County 128 Development LLC recorded in Document No. 2013-135475, of the Real Property Records of Denton County, Texas (RPRDCT), all of that certain tract of land described in deed to Tarsan Corporation recorded in Document No. 2002-108524, RPRDCT, 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 ½ 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), the northwest corner of said Tarsan Corporation tract, and the southwest corner of said Denton County 128 Development LLC tract;

THENCE North 89°43’38” East, continuing with the east right-of-way line of FM No. 1385, a distance of 2.88 feet to a 1/2 inch iron rod found for corner;

THENCE North 01°41’28” East, continuing with the east right-of-way line of FM No. 1385, a distance of 606.35 feet to a point for corner;

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THENCE North 00°48’41” East, continuing with the east right-of-way line of FM No. 1385, a distance of 797.78 feet to a 1/2 inch iron rod found for corner at the most westerly northwest corner of said Denton County 128 Development LLC tract;
THENCE North 89°34’28” East, leaving the east right-of-way line of FM No. 1385, and with the north line of said Denton County 128 Development LLC tract, a distance of 1280.69 feet to a 1/2 inch iron rod found for corner;
THENCE North 00°20’50” West, with a west line of said Denton County 128 Development LLC tract, a distance of 546.92 feet to a 5/8 inch iron rod found for corner;
THENCE North 00°25’58” West, with a west line of said Denton County 128 Development LLC tract, a distance of 553.08 feet to a 1/2 inch iron rod found for corner;
THENCE North 00°04’10” East, with a west line of said Denton County 128 Development LLC tract, a distance of 73.78 feet to a 1/2 inch iron rod found for corner at the most northerly northwest corner of said Denton County 128 Development LLC tract, and the most southerly southwest corner of that certain tract of land described in deed to Blue Angus Ranch, LP, recorded in Instrument No. 2007-107216, RPRDCT;
THENCE South 89°46’34” East, with the most northerly north line of said Denton County 128 Development LLC tract, and the most southerly south line of said Blue Angus Ranch, LP tract, a distance of 959.68 feet to a 3/8 inch iron rod found for corner at the most southerly southeasterly corner of said Blue Angus Ranch, LP tract, and a southwest corner of that certain tract of land described in deed to Fashand Farm, Ltd. recorded in Document No. 2004-135532, RPRDCT;
THENCE South 89°47’07” East, continuing with the most northerly north line of said Denton County 128 Development LLC tract, and with a south line of said Fashand Farm, Ltd. tract, a distance of 395.15 feet to a ½ inch iron rod found for corner;
THENCE South 02°54’24” West, with an east line of said Denton County 128 Development LLC tract, and a west line of said Fashand Farm, Ltd. tract, a distance of 454.69 feet to a 1/2 inch iron rod found for corner;
THENCE North 89°30’36” East, with a north line of said Denton County 128 Development LLC tract, and a south line of said Fashand Farm, Ltd. tract, a distance of 156.62 feet to 1/2 inch iron rod found for corner located at a northeast corner of said Denton County 128 Development LLC tract, a southwest corner of said Fashand Farm, Ltd. tract, and also being the northwest corner of that certain tract of land described in deed to Fashand Farm, Ltd. recorded in Document No. 2005-21653, RPRDCT;
THENCE South 00°08’58” East, with the most easterly east line of said Denton County 128 Development LLC tract, the west line of said Fashand Farm, Ltd. tract recorded in Document No. 2005-21653, RPRDCT, and the west line of that certain tract of land described in deed to Jan M. Paliwoda and Margaret Paliwoda recorded in Volume 4364, Page 1631, RPRDCT, a distance of 2034.69 feet to a 1/2 inch iron rod found for corner located at the northeast corner of that certain tract of land described in deed to SBA Towers IV, LLC recorded in Document No.
2013-94302, RPRDCT;
THENCE South 89°15’21” West, with the north line of said SBA Towers IV, LLC tract, a distance of 50.31 feet to a 1/2 inch iron rod found for corner;
THENCE South 00°56’04” East, with the west line of said SBA Towers IV, LLC tract, a distance of 50.03 feet to a 1/2 inch iron rod found for corner;
THENCE North 89°12’39” East, with the south line of said SBA Towers IV, LLC tract, a distance of 49.92 feet to a 1/2 inch iron rod found for corner located on said most easterly east line of said

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Denton County 128 Development LLC tract, and the west line of said Jan M. Paliwoda and Margaret Paliwoda tract;
THENCE South 01°18’28” East, with said most easterly east line of said Denton County 128 Development LLC tract, and the west line of the Jan M. Paliwoda and Margaret Paliwoda tract, a distance of 31.08 feet to a 1/2 inch iron rod found for corner located on said approximate center of Crutchfield Road, and being the southeast corner of said Denton County 128 Development LLC tract;
THENCE North 89°43’38” East, with said approximate center of Crutchfield Road, the north line of said Tarsan tract, and the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005- 33384, RPRDCT, a distance of 627.96 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 southwest corner of said Fashand Farm, Ltd. tract 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

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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 southeast 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. Cosper and Jackie Cosper 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 Cosper 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 Cosper 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 "PETITTRPLS 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;

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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 “PETITTRPLS
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 ½ 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 622.779 acres of land.
Note: This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

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SUTTON FIELDS PHASE 2A
22.782 ACRES

TRACT 1

BEING THAT CERTAIN TRACT OF LAND SITUATED IN THE FREEMAN WILKERSON SURVEY, ABSTRACT NUMBER 1411, IN THE CITY OF CELINA, DENTON COUNTY, TEXAS, AND BEING PART OF THAT CERTAIN TRACT OF LAND DESCRIBED AS TRACT 1 IN DEED TO CADG SUTTON FIELDS, LLC RECORDED IN DOCUMENT NO. 2015-15963, OF THE REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS (RPRDCT), AND PART OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO CADG SUTTON FIELDS, LLC RECORDED IN DOCUMENT NO. 2015-30387, RPRDCT, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON ROD WITH CAP MARKED “PETITT-RPLS 4087” FOUND FOR THE SOUTHWEST CORNER OF LOT 2, BLOCK N, OF SUTTON FIELDS PHASE 1A, AN ADDITION TO THE CITY OF CELINA ACCORDING TO FINAL PLAT RECORDED IN DOCUMENT NUMBER 2017-395, PLAT RECORDS, DENTON COUNTY, TEXAS (PRDCT), SAID IRON ROD ALSO BEING LOCATED IN THE EAST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO LEE A. BROWN RECORDED IN DOCUMENT NUMBER 2003-122624 RPRDCT, ALSO BEING LOCATED IN THE WEST LINE OF SAID CADG SUTTON FIELDS, LLC TRACT RECORDED IN DOCUMENT NUMBER 2015-15963 RPRDCT;

THENCE NORTH 89°18'13” EAST WITH THE SOUTH LINE OF SAID SUTTON FIELDS PHASE 1A, A DISTANCE OF 129.75 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED “PETITT-RPLS 4087” FOUND FOR CORNER, SAID IRON ROD ALSO BEING LOCATED IN THE WEST RIGHT-OF-WAY LINE OF CLEVES AVENUE (CALLED 50-FOOT RIGHT-OF-WAY);

THENCE SOUTH 00°41'47” EAST, CONTINUING WITH THE SOUTH LINE OF SAID SUTTON FIELDS PHASE 1A, AND SAID WEST RIGHT-OF-WAY LINE OF CLEVES AVENUE, A DISTANCE OF 5.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED “PETITT-RPLS 4087” FOUND FOR CORNER;

THENCE NORTH 89°18'13” EAST, DEPARTING SAID WEST RIGHT-OF-WAY LINE OF CLEVES AVENUE, AND CONTINUING WITH THE SOUTH LINE OF SUTTON FIELDS PHASE 1A, A DISTANCE OF 619.40 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED “PETITT-RPLS 4087” FOUND FOR CORNER;

THENCE SOUTH 63°21'49” EAST, CONTINUING WITH SAID SOUTH LINE OF SUTTON FIELDS PHASE 1A, A DISTANCE OF 51.22 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED “PETITT-RPLS 4087” FOUND FOR CORNER, SAID IRON ROD BEING LOCATED IN THE WESTERLY RIGHT-OF-WAY LINE OF BOTHWELL BOULEVARD, SAID RIGHT-OF-WAY ACCORDING TO THE RIGHTS-OF-WAY FOR SUTTON FIELDS PHASE 1, AN ADDITION TO THE CITY OF CELINA ACCORDING TO FINAL PLAT

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RECORDED IN DOCUMENT NUMBER 2017-398, PRDCT, ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE SOUTHWESTERLY, WITH SAID WEST RIGHT-OF-WAY LINE OF BOTHWELL BOULEVARD, AND WITH SAID CURVE TO THE LEFT WHICH HAS A CENTRAL ANGLE OF 21°57'17", A RADIUS OF 1445.00 FEET, A CHORD THAT BEARS SOUTH 15°39'33" WEST, A DISTANCE OF 550.31 FEET, FOR AN ARC DISTANCE OF 553.70 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER, SAID IRON ROD ALSO BEING A SOUTHWEST CORNER OF SAID RIGHTS-OF-WAY FOR SUTTON FIELDS PHASE 1;

THENCE SOUTH 85°19'22" EAST, WITH THE SOUTH LINE OF THE BOTHWELL BOULEVARD DEDICATION ACCORDING TO SAID RIGHTS-OF-WAY FOR SUTTON FIELDS PHASE 1, A DISTANCE OF 90.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER, SAID IRON ROD BEING A SOUTHEAST CORNER OF SAID RIGHTS-OF-WAY FOR SUTTON FIELDS PHASE 1, THE SOUTHWEST CORNER OF SUTTON FIELDS PHASE 1B, AN ADDITION TO THE CITY OF CELINA ACCORDING TO FINAL PLAT RECORDED IN DOCUMENT NUMBER 2017-478, PRDCT, AND BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE SOUTHWESTERLY, OVER AND ACROSS SAID CADG SUTTON FIELDS, LLC TRACT RECORDED IN DOCUMENT NO. 2015-30387, RPRDCT, AND WITH SAID CURVE TO THE LEFT WHICH HAS A CENTRAL ANGLE OF 05°22'43", A RADIUS OF 1355.00 FEET, A CHORD THAT BEARS SOUTH 01°59'34" WEST, A DISTANCE OF 127.16 FEET, FOR AN ARC DISTANCE OF 127.20 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR CORNER;

THENCE CONTINUING OVER AND ACROSS SAID CADG SUTTON FIELDS, LLC TRACT RECORDED IN DOCUMENT NO. 2015-30387, RPRDCT, THE FOLLOWING COURSES TO A 5/8-INCH IRON RODS WITH CAP MARKED "PETITT-RPLS 4087" SET FOR CORNER:

SOUTH 00°41'47" EAST, A DISTANCE OF 177.23 FEET;

SOUTH 89°43'30" WEST, A DISTANCE OF 90.00 FEET;

NORTH 00°41'47" WEST, A DISTANCE OF 20.00 FEET;

AND SOUTH 89°43'30" WEST, A DISTANCE OF 635.87 FEET, SAID IRON ROD BEING LOCATED IN THE WEST LINE OF SAID CADG SUTTON FIELDS, LLC TRACT RECORDED IN DOCUMENT NO. 2015-30387, RPRDCT, AND THE EAST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED AS TRACT II IN DEED TO TIMOTHY DAN CHESNEY AND MARGIE BETH CHESNEY RECORDED IN DOCUMENT NUMBER 94-R0036277, RPRDCT;

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THENCE NORTH 00°41'47” WEST, WITH THE COMMON LINE OF SAID CADG SUTTON FIELDS, LLC AND SAID CHESNEY TRACT RECORDED IN DOCUMENT NUMBER 94-R0036277 RPRDCT, AND THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO TIM CHESNEY AND MARGIE BETH CHESNEY RECORDED IN VOLUME 1209, PAGE 434, RPRDCT, A DISTANCE OF 344.97 FEET TO AN OLD WOOD CORNER POST FOUND FOR CORNER AT THE NORTHWEST CORNER OF SAID CADG SUTTON FIELDS, LLC TRACT RECORDED IN DOCUMENT NO. 2015-30387, RPRDCT, A SOUTHWEST CORNER OF SAID CADG SUTTON FIELDS, LLC TRACT RECORDED IN DOCUMENT NO. 2015-15963, RPRDCT, AND THE SOUTHEAST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO JENNIFER S. DAHL AND RICHARD A. DAHL, RECORDED IN DOCUMENT NUMBER 2006-1961 RPRDCT, 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 A WEST LINE OF SAID CADG SUTTON FIELDS, LLC TRACT RECORDED IN DOCUMENT NO. 2015-15963, RPRDCT, AND THE EAST LINE OF SAID DAHL TRACT, A DISTANCE OF 498.94 TO THE POINT OF BEGINNING, AND CONTAINING 13.792 ACRES OF LAND.

TRACT 2

BEING THAT CERTAIN TRACT OF LAND SITUATED IN THE FREEMAN WILKERSON SURVEY, ABSTRACT NUMBER 1411, THE CARROL JACKSON SURVEY, ABSTRACT NUMBER 1546, THE JACOB RUE SURVEY, ABSTRACT NUMBER 1109, AND THE THOMAS B. COX SURVEY, ABSTRACT NUMBER 309, IN THE CITY OF CELINA, DENTON COUNTY, TEXAS, AND BEING PART OF THOSE CERTAIN TRACTS OF LAND DESCRIBED AS TRACT 1, AND TRACT 4, IN DEED TO CADG SUTTON FIELDS, LLC RECORDED IN DOCUMENT NO. 2015-15963, OF THE REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS (RPRDCT), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON ROD WITH CAP MARKED “PETITT-RPLS 4087” FOUND FOR THE NORTHEAST CORNER OF LOT 5, BLOCK R, OF SUTTON FIELDS PHASE 1B, AN ADDITION TO THE CITY OF CELINA RECORDED IN DOCUMENT NUMBER 2017-478, OF THE PLAT RECORDS OF DENTON COUNTY, TEXAS (PRDCT), SAID IRON ROD ALSO BEING LOCATED ON A LINE DESCRIBED IN BOUNDARY LINE AGREEMENT RECORDED IN INSTRUMENT NUMBER 2005-122140, RPRDCT;

THENCE SOUTH 89°18'13” WEST, WITH A NORTH LINE OF SAID SUTTON FIELDS PHASE 1B, A DISTANCE OF 1367.16 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED “PETITT-RPLS 4087” FOUND FOR CORNER, SAID IRON ROD BEING THE SOUTHEAST CORNER OF LOT 55, BLOCK R, OF SAID SUTTON FIELDS PHASE 1B;

THENCE NORTH 00°23'16” WEST, WITH THE EAST LINE OF SAID LOT 55, BLOCK R, A DISTANCE OF 121.55 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED “PETITT-RPLS 4087” FOUND FOR THE NORTHEAST CORNER OF SAID LOT 55, BLOCK R,

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ALSO BEING LOCATED IN THE SOUTH RIGHT-OF-WAY LINE OF HIGHTOWER STREET (CALLED 50-FOOT RIGHT-OF-WAY);

THENCE NORTH 89°36'44" EAST, WITH SAID SOUTH RIGHT-OF-WAY LINE OF HIGHTOWER STREET, A DISTANCE OF 41.70 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

THENCE NORTH 00°23'16" WEST, DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 165.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR THE NORTHEAST CORNER OF LOT 11, BLOCK SSSS, OF SAID SUTTON FIELDS PHASE 1B, SAID IRON ROD ALSO BEING LOCATED IN THE SOUTH LINE OF LOT 8, BLOCK SSSS, OF SAID SUTTON FIELDS PHASE 1B;

THENCE NORTH 89°36'44" EAST, WITH THE SOUTH LINE OF SAID BLOCK SSSS, PASSING AT A
DISTANCE OF 552.07 FEET A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND AT A SOUTHEAST CORNER OF SAID SUTTON FIELDS PHASE 1B, CONTINUING OVER AND ACROSS SAID CADG SUTTON FIELDS, LLC TRACT 4, IN ALL, A TOTAL DISTANCE OF 1001.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR CORNER;

THENCE CONTINUING OVER AND ACROSS SAID CADG SUTTON FIELDS, LLC TRACT 4, THE FOLLOWING COURSES TO A 5/8-INCH IRON RODS WITH CAP MARKED "PETITT-RPLS 4087" SET FOR CORNER:

NORTH 84°18'02" EAST, A DISTANCE OF 152.84 FEET;

NORTH 00°23'16" WEST, A DISTANCE OF 41.64 FEET;

AND NORTH 89°36'44" EAST, A DISTANCE OF 178.60 FEET;

THENCE SOUTH 00°41'45" WEST, CONTINUING OVER AND ACROSS SAID CADG SUTTON FIELDS, LLC TRACT 4, PASSING AT A DISTANCE OF 12.21 FEET A 1/2-INCH IRON ROD FOUND AT AN INTERIOR "ELL" CORNER OF SAID TRACT 4, CONTINUING WITH SAID LINE DESCRIBED IN BOUNDARY LINE AGREEMENT, IN ALL, A TOTAL DISTANCE OF 335.04 FEET TO THE POINT OF BEGINNING, AND CONTAINING 8.990 ACRES OF LAND.

CONTAINING IN ALL (TRACT 1 AND TRACT 2), A TOTAL OF 22.782 ACRES OF LAND.

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SUTTON FIELDS PHASE 2B
54.573 ACRES

BEING THAT CERTAIN TRACT OF LAND SITUATED IN THE FREEMAN WILKERSON SURVEY, ABSTRACT NUMBER 1411, THE CARROL JACKSON SURVEY, ABSTRACT NUMBER 1546, AND THE JACOB RUE SURVEY, ABSTRACT NUMBER 1109, IN DENTON COUNTY, TEXAS, AND BEING PART OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO CADG SUTTON FIELDS, LLC, RECORDED IN DOCUMENT NUMBER 2015-30387, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS (RPRDCT), AND PART OF TRACT 1 AND TRACT 4 IN DEED TO CADG SUTTON FIELDS, LLC, RECORDED IN DOCUMENT NUMBER 2015-15963, RPRDCT, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON ROD WITH CAP MARKED “PETITT-RPLS 4087” FOUND FOR THE SOUTHWEST CORNER OF SUTTON FIELDS PHASE 1B, AN ADDITION TO THE CITY OF CELINA ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NUMBER 2017-478, PLAT RECORDS, DENTON COUNTY, TEXAS (PRDCT), SAID IRON ROD ALSO BEING THE SOUTHEAST CORNER OF A RIGHT-OF-WAY DEDICATION FOR BOTHWELL BOULEVARD ACCORDING TO THE RIGHTS-OF-WAY FOR SUTTON FIELDS PHASE 1, AN ADDITION TO THE CITY OF CELINA RECORDED IN DOCUMENT NUMBER 2017-398, PRDCT;

THENCE WITH THE SOUTH LINE OF SAID SUTTON FIELDS PHASE 1B, THE FOLLOWING BEARINGS AND DISTANCES TO 5/8-INCH IRON RODS WITH CAPS MARKED “PETITT-RPLS 4087” FOUND FOR CORNER:

NORTH 89°18'14” EAST, A DISTANCE OF 1596.19 FEET;

NORTH 00°41'47” WEST, A DISTANCE OF 280.00 FEET;

NORTH 89°18'13” EAST, A DISTANCE OF 420.00 FEET;

NORTH 00°41'47” WEST, A DISTANCE OF 105.00 FEET;

NORTH 44°18'13” EAST, A DISTANCE OF 14.14 FEET;

AND NORTH 89°18'13” EAST, A DISTANCE OF 120.62 FEET, SAID IRON ROD BEING LOCATED ON A LINE DESCRIBED IN BOUNDARY LINE AGREEMENT RECORDED IN INSTRUMENT NUMBER 2005-122140, RPRDCT;

THENCE SOUTH 00°41'45” WEST, WITH SAID BOUNDARY AGREEMENT LINE, A DISTANCE OF 1560.41 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED “PETITT-RPLS 4087” SET FOR CORNER;

THENCE, DEPARTING THE WEST LINE OF SAID BOUNDARY AGREEMENT LINE, AND OVER AND ACROSS SAID CADG SUTTON FIELDS TRACTS, THE FOLLOWING

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COURSES AND DISTANCES TO 5/8-INCH IRON RODS WITH CAP MARKED “PETITT-RPLS 4087” SET FOR CORNER:

SOUTH 89°18'13” WEST, A DISTANCE OF 128.64 FEET;

SOUTH 00°41'47” EAST, A DISTANCE OF 25.00 FEET;

SOUTH 89°18'13” WEST, A DISTANCE OF 50.00 FEET;

NORTH 00°41'47” WEST, A DISTANCE OF 20.00 FEET;

SOUTH 89°18'13” WEST, A DISTANCE OF 410.00 FEET;

NORTH 00°41'47” WEST, A DISTANCE OF 280.00 FEET;

SOUTH 89°18'13” WEST, A DISTANCE OF 710.00 FEET;

SOUTH 00°41'47” EAST, A DISTANCE OF 20.00 FEET;

SOUTH 89°18'13” WEST, A DISTANCE OF 50.00 FEET;

NORTH 00°41'47” WEST, A DISTANCE OF 20.00 FEET;

SOUTH 89°18'13” WEST, A DISTANCE OF 570.00 FEET;

SOUTH 00°41'47” EAST, A DISTANCE OF 115.00 FEET;

NORTH 89°18'13” EAST, A DISTANCE OF 20.50 FEET;

SOUTH 00°41'47” EAST, A DISTANCE OF 50.00 FEET;

SOUTH 89°18'13” WEST, A DISTANCE OF 53.99 FEET;

SOUTH 00°41'47” EAST, A DISTANCE OF 115.00 FEET;

SOUTH 89°40'23” WEST, A DISTANCE OF 53.81 FEET;

NORTH 86°04'38” WEST, A DISTANCE OF 61.02 FEET;

NORTH 80°36'44” WEST, A DISTANCE OF 61.02 FEET;

NORTH 76°42'01” WEST, A DISTANCE OF 83.14 FEET;

NORTH 71°56'34" WEST, A DISTANCE OF 90.00 FEET, SAID IRON ROD ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

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NORTHEASTERLY, WITH SAID CURVE TO THE LEFT, WHICH HAS A CENTRL ANGLE OF 18°45'13", A RADIUS OF 1655.00 FEET, A CHORD THAT BEARS NORTH 08°40'49" EAST, A DISTANCE OF 539.29 FEET, AND AN ARC DISTANCE OF 541.70 FEET;

NORTH 00°41'47" WEST, A DISTANCE OF 77.93 FEET;

SOUTH 89°18'13" WEST, A DISTANCE OF 28.50 FEET;

NORTH 00°41'47" WEST, A DISTANCE OF 50.00 FEET;

NORTH 89°18'13" EAST, A DISTANCE OF 28.50 FEET;

NORTH 00°41'47" WEST, A DISTANCE OF 141.37 FEET;

NORTH 89°43'30" EAST, A DISTANCE OF 90.00 FEET;

NORTH 00°41'47" WEST, A DISTANCE OF 177.23 FEET, SAID IRON ROD ALSO BEING THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

AND NORTHEASTERLY, WITH SAID CURVE TO THE RIGHT, WHICH HAS A CENTRAL ANGLE OF 05°22'42", A RADIUS OF 1355.00 FEET, A CHORD THAT BEARS NORTH 01°59'34" EAST, A DISTANCE OF 127.15 FEET, AND AN ARC DISTANCE OF 127.20 FEET TO THE POINT OF BEGINNING, AND CONTAINING 54.573 ACRES OF LAND.

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SUTTON FIELDS NORTH PHASE 2C

WHEREAS CADG Sutton Fields II, LLC is the owner of that certain tract of land situated in the Thomas H. McIntyre Survey, Abstract Number 903, in Denton County, Texas, according to deed recorded in Document Number 2015-128856, Real Property Records of Denton County, Texas (RPRDCT), and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" found for corner at the northeast corner of Lot 10X, Block L, according to the Final Plat of Sutton Fields North Phase 1, an addition to the City of Celina, Denton County, Texas, recorded in Document Number 2018-334, of the Plat Records of Denton County, Texas (PRDCT), from which a 1/2-inch iron rod found on the east right-of-way line of Farm to Market Road Number 1385 (variable width R.O.W.) bears South 89°33'57" West, a distance of 393.66 feet;

THENCE North 89°33'57" East, with the common north line of said CADG Sutton Fields II, LLC tract, and the south line of that certain tract of land described in deed to Munish Gupta and Anusha Gupta, recorded in Document Number 2013-84112, RPRDCT, a distance of 887.32 feet to a 1/2-inch iron rod found for corner at the southeast corner of said Gupta tract;

THENCE North 00°21'49" West, with the we line of said CADG tract, a distance of 547.19 feet to a 5/8-inch iron rod with cap marked "J-E #3700) found for corner at the southeast corner of that certain tract of land described in deed to Jeff Hammer, recorded in Volume 2156, Page 762, RPRDCT;

THENCE North 00°25'32" West, with the common line of said CADG tract and Hammer tract, a distance of 553.05 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 SS Group LLC, recorded in Document Number 2016-42707, RPRDCT;

THENCE North 00°02'29" East, with the common line of said CADG tract and said SS Group LLC tract, a distance of 73.81 feet to a 1/2-inch iron rod found for corner at the northwest corner of said CADG tract and the southwest corner of that certain tract of land described in deed to Blue Angus Ranch LP, recorded in Instrument Number 2007-107216, RPRDCT;

THENCE South 89°46'58" East, with the common line of said CADG tract and said Blue Angus Ranch LP tract, a distance of 796.76 feet to a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" set for corner, from which a 3/8-inch iron rod found at the southeast corner of said Blue Angus Ranch LP tract bears South 89°47'08" East, a distance of 163.00 feet;

THENCE leaving said common line, over and across said CADG tract the following courses to 5/8-inch iron rods with cap marked "PETITT RPLS 4087" set for corner:

South 00°18'36" East, a distance of 119.09 feet;

North 89°41'24" East, a distance of 85.00 feet;

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South 00°18'36" East, a distance of 50.00 feet;

South 89°41'24" West, a distance of 30.00 feet;

South 00°18'36" East, a distance of 470.00 feet;

North 89°41'24" East, a distance of 30.00 feet;

South 00°18'36" East, a distance of 50.00 feet;

South 89°41'24" West, a distance of 419.92 feet;

South 44°41'24" West, a distance of 21.21 feet;

South 00°18'36" East, a distance of 200.00 feet;

South 45°18'36" East, a distance of 21.21 feet;

North 89°41'24" East, a distance of 15.00 feet;

South 00°18'36" East, a distance of 50.00 feet;

South 89°41'24" West, a distance of 15.00 feet;

South 44°41'24" West, a distance of 21.21 feet;

South 00°18'36" East, a distance of 100.00 feet;

North 89°41'24" East, a distance of 860.00 feet;

North 00°18'36" West, a distance of 40.00 feet;

North 89°41'24" East, a distance of 50.00 feet;

South 00°18'36" East, a distance of 30.00 feet;

And North 89°41'24" East, a distance of 127.68 feet, said iron rod located on the common line of said CADG tract and that certain tract of land described in deed to Fashand Farm LTD., recorded in Document Number 2005-21653, RPRDCT;

THENCE South 00°09'07" East, with said common line, a distance of 653.00 feet to a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" found for corner at the northeast corner of Lot 5, Block K, according to said Final Plat of Sutton Fields North Phase 1;

THENCE with the north line of said Sutton Fields North Phase 1, the following courses to 5/8-inch iron rods with cap marked "PETITT RPLS 4087" found for corner:

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South 89°41'24" West, a distance of 129.41 feet;

North 00°18'36" West, a distance of 83.00 feet;

South 89°41'24" West, a distance of 50.00 feet;

South 00°18'36" East, a distance of 20.00 feet;

South 89°41'24" West, a distance of 751.31 feet;

North 00°18'36" West, a distance of 20.00 feet;

South 89°41'24" West, a distance of 60.00 feet;

South 00°18'36" East, a distance of 20.00 feet;

South 89°41'24" West, a distance of 186.72 feet;

North 65°23'52" West, a distance of 197.00 feet;

And North 29°10'28" West, a distance of 333.82 feet, said iron rod located on the south right-of-way line of Bonar Road (called 60-foot wide R.O.W. at this point), and located at the beginning of a non-tangent curve to the right;

THENCE Northeasterly, with said curve which has a central angle of 2°16'34", a radius of 370.00 feet, a chord that bears North 69°47'08" East, a distance of 14.70 feet, and an arc length of 14.70 to the end of said curve, a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" found for corner at the easternmost corner of said Bonar Road right-of-way dedication;

THENCE North 19°04'35" West, with the east line of said Bonar Road right-of-way dedication, a distance of 60.00 feet to a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" found for corner at the northernmost corner of said Bonar Road right-of-way dedication, and at the beginning of a non-tangent curve to the left;

THENCE Southwesterly, with the north right-of-way line of said Bonar Road and said curve which has a central angle of 24°57'49", a radius of 430.00 feet, a chord that bears South 58°26'30" West, a distance of 185.87 feet, and an arc length of 187.35 feet to the end of said curve, a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" found for corner;

THENCE continuing with the north right-of-way line of said Bonar Road, the following courses to 5/8-inch iron rods with cap marked "PETITT RPLS 4087" found for corner:

South 89°19'36" West, a distance of 21.45 feet;

North 46°18'23" West, a distance of 5.00 feet;

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South 43°41'40” West, a distance of 50.00 feet;

South 46°18'23” East, a distance of 5.00 feet;

South 01°18'23” East, a distance of 21.22 feet;

South 43°41'40” West, a distance of 200.00 feet;

South 88°41'37” West, a distance of 21.21 feet;

North 46°18'23” West, a distance of 15.00 feet;

South 43°41'40” West, a distance of 50.00 feet;

South 46°18'23” East, a distance of 5.00 feet;

South 43°41'37” West, a distance of 82.73 feet, said iron rod located at the beginning of a tangent curve to the right;

And Southwesterly, with said curve which has a central angle of 4°02'44”, a radius of 260.00 feet, a chord that bears South 45°42'58” West, a distance of 18.35 feet, and an arc length of 18.36 feet to the end of said curve, said point located at the southeast corner of said Lot 10X, Block L;

THENCE North 42°15'40” West, leaving said north right-of-way line, with the east line of said Lot 10X, a distance of 15.21 feet to a 5/8-inch iron rod with cap marked “PETITT RPLS 4087” found for corner;

THENCE North 46°18'23” West, continuing with said east line, a distance of 485.24 feet to a 5/8-inch iron rod with cap marked “PETITT RPLS 4087” found for corner;

THENCE North 00°12'44” West, continuing with said east line, a distance of 130.31 feet to the POINT OF BEGINNING of herein described tract and containing an area of 42.114 acres of land.

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SUTTON FIELDS NORTH PHASE 4

34.245 ACRE TRACT

BEING that certain tract of land situated in the Freeman Wilkerson Survey, Abstract No. 1411, in Denton County, Texas, and being part of that certain tract of land described in deed to Frisco Industrial Partners recorded in Document NO. 2008-66233, Real Property Records, Denton County, Texas (RPRDCT), and part 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 being more particularly described as follows;

BEGINNING at a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" 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 being a northeast 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 89°22'47" East, leaving the east right-of-way line of FM Road No. 1385, and with the north line of said Frisco Industrial Partners tract, 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 1786.40 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 with cap marked "PETITT-RPLS 4087" found at the northeast corner of said Frisco Industrial Partners tract bears North 89°22'47" East, a distance of 122.12 feet;

THENCE South 45°38'57" East, leaving the common line of said Frisco Industrial Partners tract and Anna Liz Hong tract, a distance of 378.83 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 44°21'03" West, a distance of 146.76 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner, said iron rod being the beginning of a tangent curve to the left;

THENCE Southwesterly with said curve to the left, which has a central angle of 45°04'06", a radius of 845.00 feet, a chord which bears South 21°49'00" West for 647.67 feet, and an arc distance of 664.67 feet to the end of said curve, a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 00°43'03" East, a distance of 221.13 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner, said iron rod being located in the north line of said City of Celina, Texas tract recorded in Document No. 2008-62468 (RPRDCT);

THENCE South 89°18'56" West, with a north line of said City of Celina, Texas tract (Parvin Road), a distance of 901.06 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner, said iron rod being a southwest corner of that certain tract of land described in deed to CADG Sutton Fields, LLC recorded in Document No. 2015-30204, RPRDCT;

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THENCE North 00°41'04” West, leaving said north line of the City of Celina, Texas tract, and with a west line of said CADG Sutton Fields, LLC tract, 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, with a south line of said CADG Sutton Fields, LLC tract, 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 said 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 the POINT OF BEGINNING, and containing 34.245 acres of land.

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DESCRIPTION
SUTTON FIELDS PHASE 4A
43.391 ACRES

BEING that certain tract of land situated in the Freeman Wilkerson Survey, Abstract No. 1411, in Denton County, Texas, and being part of that certain tract of land described as Tract I, and all of that certain tract of land described as Tract II in deed to MM Sutton Fields 4A-4B, LLC recorded in Instrument No. 2019-17527, of the Real Property Records of Denton County, Texas (RPRDCT), part of that certain tract of land described in deed to CADG Sutton Fields, LLC recorded in Document No. 2015-30204, RPRDCT, part of that certain tract of land described in deed to CADG Sutton Fields, LLC recorded in Document No. 2015-30387, RPRDCT, and also being part 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 iron rod found at a northeast corner of that certain tract of land described in deed to the City of Celina, Texas recorded in Document No. 2008-62468, RPRDCT, said iron rod also being located in the west line of said Kim Family Living Trust tract;

THENCE South 89°18'56" West, with a north line of said City of Celina, Texas tract (Parvin Road), a distance of 216.24 feet to a 1/2-inch iron rod with cap stamped "BOHLER" found for corner at the southeast corner of Sutton Fields - Phase 4B, an addition to the City of Celina, Texas according to Final Plat recorded in Document No. 2021-102, PRDCT;

THENCE with the easterly line of said Sutton Fields - Phase 4B, the following courses to 1/2-inch iron rods with cap stamped "BOHLER" found for corner;

North 00°43'03" West, a distance of 195.38 feet;

North 89º16'57" East, a distance of 10.00 feet;

North 00°43'03" West, a distance of 25.75 feet, said iron rod being the beginning of a tangent curve to the right;

And northeasterly, with said curve which has a central angle of 40°22'19", a radius of 845.00 feet, a chord which bears North 19°28'06" East, a chord distance of 583.17 feet, and an arc distance of 595.41 feet to the end of said curve, a point for corner;

THENCE South 50º20'44" East, over and across said CADG Sutton Fields, LLC tracts recorded in Document No. 2015-30204, RPRDCT, and Document No.2015-30387, PRDCT, a distance of 45.00 feet to a point for corner, said point being the beginning of a non-tangent curve to the right;

THENCE continuing over and across said CADG Sutton Fields, LLC tract recorded in Document No.2015-30387, PRDCT, the following courses to points for corner:

Northeasterly, with said curve which has a central angle of 04°41'47", a radius of 800.00 feet, a chord which bears North 42°00'10" East, a chord distance of 65.56 feet, and an arc distance of 65.58 feet to the end of said curve;

North 44°21'03" East, a distance of 153.27 feet, said point being the beginning of a tangent curve to the left;

And northeasterly, with said curve which has a central angle of 26°17'37", a radius of 1700.00 feet, a chord which bears North 31°12'14" East, a chord distance of 773.32 feet, and an arc distance of 780.15 feet to the end of said curve, said point being located on the southerly end of a called 90 foot Right-of-Way Dedication for Bothwell Boulevard according to Final Plat of Sutton Fields Phase 2B, an Addition to the City of Celina, Texas recorded in Document No. 2019-402, PRDCT;

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THENCE South 71º56'34" East, with the southerly line of said Sutton Fields Phase 2B, a distance of 45.00 feet to a 5/8-inch iron rod with cap stamped "PETITT-RPLS 4087" found for corner, said iron rod being the beginning of a non-tangent curve to the right;

THENCE southwesterly, leaving said south line of Sutton Fields Phase 2B, and with said curve to the right which has a central angle of 01°20'09", a radius of 1745.00 feet, a chord which bears South 18°43'30" West, for 40.68 feet, and an arc distance of 40.68 feet to the end of said curve, a 5/8-inch iron rod with cap stamped "BCG 10194538" found for corner at the northwest corner of said Tract II in deed to MM Sutton Fields 4A-4B, LLC;

THENCE South 79°12'15" East, with the northerly line of said Tract II, a distance of 179.41 feet to a 5/8-inch iron rod with plastic cap stamped "BCG 10194538" found for corner;

THENCE South 59°14'17" East, continuing with said northerly line of Tract II, a distance of 93.71 feet to a 5/8-inch iron rod with plastic cap stamped "BCG 10194538" found for corner;

THENCE South 66°56'02" East, continuing with said northerly line of Tract II, a distance of 170.74 feet to a 5/8-inch iron rod with cap stamped "PETITT-RPLS 4087" found for corner, said iron rod being the beginning of a tangent curve to the left;

THENCE southeasterly, continuing with said northerly line of Tract II, and with said curve which has a central angle of 23°36'21", a radius of 110.00 feet, a chord which bears South 78°44'13" East, a chord distance of 45.00 feet, and an arc distance of 45.32 feet to the end of said curve, a 5/8-inch iron rod with plastic cap stamped "BCG 10194538" found for corner;

THENCE continuing with said northerly line of Tract II, the following courses to 5/8-inch iron rods with plastic cap stamped "BCG 10194538" found for corner:

North 89°27'37" East, a distance of 88.80 feet;

North 73°58'48" East, a distance of 57.59 feet;

South 82°46'08" East, a distance of 113.69 feet;

And South 43°42'34" East, a distance of 116.69 feet;

THENCE South 06°55'13" East, with the easterly line of said Tract II, a distance of 89.29 feet to a 5/8-inch iron rod with cap stamped "PETITT-RPLS 4087" found at the northwest corner of that certain tract of land described in deed to Donald Kenny Estep and Sonja Kay Estep recorded in Document No. 2001-99806, RPRDCT;

THENCE South 00°49'27" East, with an easterly line of said Kim Family Living Trust tract, the west line of said Estep tracts, 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 with cap stamped "BUSBY 4967" 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, with a north line of said Kim Family Living Trust tract, a distance of 238.85 feet to a "PK" nail found for corner, from which a "PK" nail found bears South 82º58'29" West, a distance of 1.22 feet, said nail for corner being located at a northeast corner of the Kim Family Living Trust tract, and also being located in the approximate center of Parvin Road (undedicated public road at this point);

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;

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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. Cosper and Jackie Cosper 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 total distance of 267.98 feet to a 5/8-inch iron rod with plastic cap stamped "PETITT-RPLS 4087" found 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 Cosper 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 Cosper 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 total distance of 265.80 feet to a 1/2-inch iron rod found for corner at a southeast corner of the 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 total distance of 462.41 feet to a 1/2-inch iron rod found for corner at the southeast corner of said 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, and the west line of said Kim Family Living Trust tract, a distance of 60.00 feet to the POINT OF BEGINNING, and containing 43.391 acres of land.

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

DESCRIPTION
SUTTON FIELDS – PHASE 4C
17.203 ACRES

BEING that certain tract of land situated in the Freeman Wilkerson Survey, Abstract No. 1411, in Denton County, Texas, and being part of that certain called 97.51 acre tract of land as described in Special Warranty Deed to CADG Sutton Fields, LLC, recorded in Document Number 2015-30387, of the Real Property Records of Denton County, Texas (RPRDCT), and part of that certain called 36.770 acre tract of land as described in Special Warranty Deed to CADG Sutton Fields, LLC, recorded in Document Number 2015-30204, RPRDCT, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with plastic cap stamped “PETITT-RPLS 4087” found at the southwest corner of Lot 15, Block RR, of Sutton Fields Phase 2A, an Addition to the City of Celina, Texas according to Final Plat recorded in Document No. 2019-268, of the Plat Records of Denton County, Texas (PRDCT);

THENCE North 89°43'30" East, with the south line of said Block RR, Sutton Fields Phase 2A, a distance of 635.87 feet at a 5/8-inch iron rod with plastic cap stamped “PETITT-RPLS 4087” found at the southeast corner of Block RR, and also being located on the west right-of-way line of Bothwell Boulevard (called 90 foot right-of-way according to said Sutton Fields Phase 2A Final Plat);

THENCE South 00°41'47" East, with said west right-of-way line of Bothwell Boulevard, passing at a distance of 20.00 feet a 5/8-inch iron rod with plastic cap stamped “PETITT-RPLS 4087” found at a southwest corner of said Sutton Fields Phase 2A, and a northwest corner of Sutton Fields Phase 2B, an Addition to the City of Celina, Texas according to Final Plat recorded in Document No. 2019-402, PRDCT, continuing with the west right-of-way line of Bothwell Boulevard, in all, a total distance of 161.37 feet to a 5/8-inch iron rod with plastic cap stamped “PETITT-RPLS 4087” found for corner at the intersection of said west right-of-way line of Bothwell Boulevard, and the north right-of-way line of Pensby Drive (called 50 foot right-of-way according to said Sutton Fields Phase 2B Final Plat);

THENCE with the westerly right-of-way line of said Pensby Drive and Bothwell Boulevard according to said Sutton Fields Phase 2B Final Plat, the following courses to a 5/8-inch iron rods with plastic cap stamped “PETITT-RPLS 4087” found for corner;

South 89°18'13" West, a distance of 28.50 feet;

South 00°41'47" East, a distance of 50.00 feet;

North 89°18'13" East, a distance of 28.50 feet;

And South 00º41’47” East, a distance of 77.93 feet, said iron rod being the beginning of a tangent curve to the right;

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THENCE Southwesterly, continuing with said westerly right-of-way line of Bothwell Boulevard, and with said curve, passing at an arc distance of 541.70 feet a 1/2-inch iron rod with plastic cap stamped “BOHLER” found at the most westerly southwest corner of said Bothwell Boulevard right-of-way dedication and Sutton Fields Phase 2B, continuing with the westerly right-of-way line of Bothwell Boulevard, dedicated according to Sutton Fields - Phase 4B, an Addition to the City of Celina, Texas according to Final Plat recorded in Document No. 2021-102, PRDCT, and with said curve which, in all, has a central angle of 45°02'51”, a radius of 1655.00 feet, a chord which bears South 21°49'38” West, a chord distance of 1267.95 feet, and an arc distance of 1301.20 feet to the end of said curve, a 1/2-inch iron rod with plastic cap stamped “BOHLER” found for corner;

THENCE South 44°21'03" West, continuing with the westerly right-of-way line of Bothwell Boulevard, a distance of 6.52 feet to a 1/2-inch iron rod with plastic cap stamped “BOHLER” found for corner;

THENCE North 45°38'57" West, with a northerly line of Block RR of said Sutton Fields - Phase 4B, a distance of 378.83 feet to a 5/8-inch iron rod with plastic cap stamped “PETITT-RPLS 4087” found at a northeast corner of said Sutton Fields - Phase 4B, and being located on the south line of that certain tract of land described in deed to Anna Liz Hong recorded in Document No. 2014-15601, RPRDCT;

THENCE with the south and east lines of said Anna Liz Hong tract, the following courses to a 5/8-inch iron rods with plastic cap stamped “PETITT-RPLS 4087” found for corner:

North 89°22'47" East, a distance of 122.12 feet;

And North 00°41'47" West, a distance of 1201.87 feet to the POINT OF BEGINNING, and containing 17.203 acres of land.

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

DESCRIPTION
SUTTON FIELDS PHASE 5
47.556 ACRES

BEING that certain tract of land situated in the Thomas B. Cox Survey, Abstract Number 309, in Denton County, Texas, and being part of that certain called 190.449 acre tract of land as Tract 4 described in Special Warranty Deed to CADG Sutton Fields, LLC, recorded in Document Number 2015-15963, of the Real Property Records of Denton County, Texas (RPRDCT), and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found at the northwest corner of said Tract 4, and the southwest corner of that certain called 131.286 acre tract of land described in Special Warranty Deed to Fashand Farm Ltd. recorded in Document No. 2004-135532, RPRDCT, also located in the east line of that certain called 22.493 acre tract of land described in Special Warranty Deed to Fashand Farm, Ltd. recorded in Document No. 2005-21653, RPRDCT, and also being located in the approximate center of Crutchfield Road (undedicated dirt road);

THENCE North 89°30'51" East, with said approximate center of Crutchfield Road, the north line of said Tract 4, the south line of said 131.286 acre Fashand Farm Ltd. tract, and the south line of that certain called 324.64 acre tract of land described in General Warranty Deed to Denton Sorrells, LLC recorded in Document No. 2016-161419, RPRDCT, a distance of 1759.29 feet to a 1/2-inch iron rod found at the northeast corner of said Tract 4;

THENCE South 00°23'19" East, with the east line of Tract 4, and the west line of that certain called 109.26 acre tract of land described in Special Warranty Deed to Smiley Road, Ltd. recorded in Document No. 2006-2064, RPRDCT, a distance of 1496.51 feet to a 5/8-inch iron rod with plastic cap stamped "BCG 10194538" set for corner, from which a 5/8-inch iron rod found at a southeast corner of Tract 4 bears South 00°23'19" East, a distance of 1188.65 feet;

THENCE over and across said Tract 4, the following courses to a 5/8-inch iron rods with plastic cap stamped "BCG 10194538" set for corner:

South 89°36'44" West, a distance of 277.78 feet, and the beginning of a tangent curve to the right;

Northwesterly, with said curve which has a central angle of 51°15'03", a radius of 700.00 feet, a chord which bears North 64°45'45" West, a chord distance of 605.48 feet, for an arc distance of 626.15 feet to the end of said curve;

North 39°08'13" West, a distance of 163.84 feet, and the beginning of a tangent curve to the left;

Northwesterly, with said curve which has a central angle of 51°00'28", a radius of 608.00 feet, a chord which bears North 64°38'27" West, a chord distance of 523.58 feet, for an arc distance of 541.27 feet to the end of said curve;

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And South 89°51'19" West, a distance of 250.19 feet, said iron rod being located on the east line of a right-of-way dedication for Crutchfield Road (variable width right-of-way), and Bothwell Boulevard (variable with right-of-way), dedicated according to Rights-of-Way for Sutton Fields Phase 1, an Addition to the City of Celina, Texas according to Final Plat recorded in Document No. 2017-398, of the Plat Records of Denton County, Texas;

THENCE North 00°08'41" West, with said east right-of-way line, a distance of 16.23 feet to a 5/8-inch iron rod with plastic cap stamped "BCG 10194538" set for corner;

THENCE South 89°43'38" West, with the north right-of-way line of said Crutchfield Road, a distance of 114.99 feet to a 5/8-inch iron rod with plastic cap stamped "BCG 10194538" set for corner, replacing a railroad spike previously found at this location;

THENCE North 00º08'37" West, with the west line of said Tract 4, and the approximate center of Crutchfield Road (an undedicated gravel road at this point), a distance of 858.91 feet to the POINT OF BEGINNING, and containing 47.556 acres of land.

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DESCRIPTION
SUTTON FIELDS PHASE 7
35.081 ACRES

BEING that certain tract of land situated in the Thomas B. Cox Survey, Abstract Number 309, and the Jacob Rue Survey, Abstract Number 1109, in Denton County, Texas, and being part of that certain called 190.449 acre tract of land as Tract 4 described in Special Warranty Deed to CADG Sutton Fields, LLC recorded in Document Number 2015-15963, of the Real Property Records of Denton County, Texas (RPRDCT), and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod found at a southeast corner of said Tract 4, and the southwest corner of that certain called 109.26 acre tract of land described in Special Warranty Deed to Smiley Road, Ltd. recorded in Document No. 2006-2064, RPRDCT;

THENCE South 89°13'31" West, with a south line of Tract 4 according to a line described in Boundary Line Agreement recorded in Instrument No. 2005-122140, RPRDCT, a distance of 527.69 feet to a 1/2-inch iron rod found for corner in the east line of Lot 22, Block AA, of Sutton Fields Phase 2A, an addition to the City of Celina, Denton County, Texas according to Final Plat recorded in Document No. 2019-268, RPRDCT;

THENCE North 00°41'45" East, with the east line of said Sutton Fields Phase 2A, a distance of 12.21 feet to a 5/8-inch iron rod with plastic cap stamped "PETITT-RPLS 4087" found for corner;

THENCE with the north line of Sutton Fields Phase 2A, the following courses to a 5/8-inch iron rods with plastic cap stamped "PETITT-RPLS 4087" found for corner:

South 89°36'44" West, a distance of 178.60 feet;

South 00°23'16" East, a distance of 41.64 feet;

South 84°18'02" West, a distance of 152.84 feet;

And South 89°36'44" West, a distance of 448.93 feet, said iron rod being located at a southeast corner of Lot 1 , Block SSSS, of Sutton Fields Phase 1B, an addition to the City of Celina, Denton County, Texas according to Final Plat recorded in Document No. 2017-478, RPRDCT;

THENCE with the east line of said Sutton Fields Phase 1B, the following courses to a 5/8-inch iron rods with plastic cap stamped "PETITT-RPLS 4087" found for corner:

North 00°23'16" West, a distance of 115.00 feet;

North 89°36'44" East, a distance of 45.87 feet;

North 00°23'16" West, a distance of 50.00 feet;

North 00°55'40" East, a distance of 55.53 feet;

North 06°55'46" East, a distance of 45.36 feet;

North 13°54'11" East, a distance of 61.67 feet;

North 17°38'39" East, a distance of 76.00 feet;

North 15°53'29" East, a distance of 81.96 feet;

North 14°05'00" East, a distance of 79.58 feet;

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North 12°18'08" East, a distance of 79.58 feet;

North 10°31'15" East, a distance of 79.58 feet;

North 08°38'01" East, a distance of 91.90 feet;

And North 07°00'50" East, a distance of 50.00 feet, said iron rod being a northeast corner of said Sutton Fields Phase 1B;

THENCE over and across said Tract 4, the following courses to a 5/8-inch iron rods with plastic cap stamped "BCG 10194538" set for corner:

North 05°38'44" East, a distance of 68.48 feet;

North 04°20'10" East, a distance of 52.35 feet;

North 03°09'52" East, a distance of 52.35 feet;

North 01°59'33" East, a distance of 52.35 feet;

North 00°49'15" East, a distance of 52.35 feet;

North 00°02'43" East, a distance of 16.97 feet;

North 00°08'41" West, a distance of 133.79 feet;

North 17°53'15" East, a distance of 153.49 feet;

South 39°08'13" East, a distance of 30.00 feet;

North 50°51'47" East, a distance of 50.00 feet;

North 39°08'13" West, a distance of 30.00 feet

North 50°51'47" East, a distance of 175.00 feet;

South 39°08'13" East, a distance of 84.95 feet to the beginning of a tangent curve to the left;

Southeasterly with said curve which has a central angle of 51°15'03", a radius of 700.00 feet, a chord that bears South 64°45'45" East, a chord distance of 605.48 feet, and an arc distance of 626.15 feet to the end of said curve;

And North 89°36'44" East, a distance of 277.78 feet, said iron rod being located on the east line of said Tract 4, west line of said Smiley Road, Ltd. tract;

THENCE South 00°23'19" East, with said east line of Tract 4, and the west line of said Smiley Road, Ltd. tract, a distance of 1188.65 feet to the POINT OF BEGINNING, and containing 35.081 acres of land.

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DESCRIPTION
SUTTON FIELDS PHASE 8A
17.866 ACRES

BEING that certain tract of land situated in the THOMAS H. McINTYRE SURVEY, ABSTRACT NUMBER 903, in the City of Celina, Denton County, Texas, and being part of that certain called 127.897 acre tract of land described in deed to CADG Sutton Fields II, LLC, recorded in Document Number 2015-127939 of the Real Property Records of Denton County, Texas (RPRDCT), and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with cap found at the most easterly northeast corner of said CADG Sutton Fields II, LLC tract, and being the northwest corner of that certain called 22.493 acre tract of land described in deed to Fashand Farm, LTD. recorded in Document Number 2005-21653, RPRDCT;

THENCE South 00°09'07" East, with the most easterly east line of said CADG Sutton Fields II, LLC tract, and the west line of said Fashand Farm tract, a distance of 615.62 feet to a 1/2-inch iron rod with cap stamped "BOHLER" found for corner at the northeast corner of Lot 22, Block T, of Sutton Fields North - Phase 2C, an Addition to the City of Celina, Denton County, Texas, according to Final Plat recorded in Document Number 2020-404, of the Plat Records of Denton County, Texas (PRDCT),

THENCE South 89°41'24" West, with the north line of said Lot 22, Block T, a distance of 127.68 feet to a 1/2-inch iron rod with cap stamped "BOHLER" found for corner on the east right-of-way line of Fitzgerald Avenue (called 50-foot wide right-of-way according to said Sutton Fields North - Phase 2C), and the northwest corner of said Lot 22, Block T;

THENCE North 00°18'36" West, with said east right-of-way line of Fitzgerald Avenue, a distance of 30.00 feet to a 1/2-inch iron rod with cap stamped "BOHLER" found for corner;

THENCE South 89°41'24" West, with the north dedication line of said Fitzgerald Avenue, a distance of 50.00 feet to a 1/2-inch iron rod with cap stamped "BOHLER" found for corner on the west right-of-way line of Fitzgerald Avenue;

THENCE South 00°18'36" East, with said west right-of-way line of Fitzgerald Avenue, a distance of 40.00 feet to a 1/2-inch iron rod with cap stamped "BOHLER" found at the northeast corner of Lot 15, Block N, of said Sutton Fields North - Phase 2C;

THENCE South 89°41'24" West, with the north line of said Block N, a distance of 860.00 feet to the northwest corner of Lot 28, Block N, of said Sutton Fields North - Phase 2C, said iron rod also being located on the east right-of-way line of Atwood Drive (called 50-foot wide right-of-way according to said Sutton Fields North - Phase 2C);

THENCE with an easterly line of said Sutton Fields North - Phase 2C, the following courses to 1/2-inch iron rods with cap stamped "BOHLER" found for corner:

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North 00°18'36" West, a distance of 100.00 feet;

North 44°41'24" East, a distance of 21.21 feet;

North 89°41'24" East, a distance of 15.00 feet;

North 00°18'36" West, a distance of 50.00 feet;

South 89°41'24" West, a distance of 15.00 feet;

North 45°18'36" West, a distance of 21.21 feet;

And North 00°18'36" West, a distance of 200.00 feet, said iron rod being located at the south end of a corner clip located at the intersection of said east right-of-way line of Atwood Drive and the south right-of-way line of Aston Drive (called 50-foot wide right-of-way according to said Final Plat of Sutton Fields North - Phase 2C);

THENCE North 44°41'24" East, with said corner clip, a distance of 21.21 feet to a 1/2-inch iron rod with cap stamped "BOHLER" found for corner;

THENCE North 89°41'24" East, with said south right-of-way line of Aston Drive, a distance of 419.92 feet to a 1/2-inch iron rod with cap stamped "BOHLER" found at the southeast corner of the dedication for Aston Drive;

THENCE North 00°18'36" West, with the east line of said dedication for Aston Drive, a distance of 50.00 feet to a 1/2-inch iron rod with cap stamped "BOHLER" found for corner;

THENCE South 89°41'24" West, with the north right-of-way line of Aston Drive, a distance of 30.00 feet to a 1/2-inch iron rod with cap stamped "BOHLER" found for corner at the southeast corner of Lot 1, Block R, of said Sutton Fields North - Phase 2C;

THENCE North 00°18'36" West, with the east line of said Block R, a distance of 470.00 feet to a 1/2-inch iron rod with cap stamped "BOHLER" found for corner on the south right-of-way line of Abby Drive (called 50-foot wide right-of-way according to said Final Plat of Sutton Fields North - Phase 2C), and being the northeast corner of Lot 9, Block R, of said Sutton Fields North - Phase 2C;

THENCE North 89°41'24" East, with said south right-of-way line of Abby Drive, a distance of 30.00 feet to a 1/2-inch iron rod with cap stamped "BOHLER" found for corner at the southeast corner of the dedication for Abby Drive;

THENCE North 00°18'36" West, with the east line of said dedication for Abby Drive, a distance of 50.00 feet to a 1/2-inch iron rod with cap stamped "BOHLER" found for corner;

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THENCE South 89°41'24" West, with the north right-of-way line of Abby Drive, a distance of 85.00 feet to a 1/2-inch iron rod with cap stamped "BOHLER" found at the southeast corner of Lot 1, Block T, of said Sutton Fields North - Phase 2C;

THENCE North 00°18'36" West, with the east line of said Lot 1, Block T, a distance of 119.06 feet to a 1/2-inch iron rod with cap stamped "BOHLER" found for the most northerly northeast corner of said Sutton Fields North - Phase 2C, and being located on the north line of said CADG Sutton Fields II, LLC tract, and the south line of that certain called 38.223 acre tract of land described in deed to Blue Angus Ranch, LP recorded in Document Number 2007-107216, RPRDCT;

THENCE South 89°46'58" East, with said north line of the CADG Sutton Fields II, LLC tract, and said south line of the Blue Angus Ranch, LP tract, a distance of 162.99 feet to a 3/8-inch iron rod found at the most southerly southeast corner of said Blue Angus Ranch, LP tract, and a southwest corner of that certain called 131.286 acre tract of land described in deed to Fashand Farm Ltd. recorded in Document Number 2004-135532, RPRDCT;

THENCE South 89°47'30" East, with said north line of the CADG Sutton Fields II, LLC tract, and a south line of said Fashand Farm Ltd. tract recorded in Document Number 2004-135532, RPRDCT, a distance of 395.36 feet to a 1/2-inch iron rod found at the most northerly northeast corner of said CADG Sutton Fields II, LLC tract, and an interior "ELL" corner of said Fashand Farm Ltd. tract;

THENCE South 02°55'32" West, with an easterly line of said CADG Sutton Fields II, LLC tract, and a westerly line of said Fashand Farm Ltd. tract recorded in Document Number 2004-135532, RPRDCT, a distance of 454.72 feet to a 1/2-inch iron rod found at the southwest corner of said Fashand Farm tract;

THENCE North 89°27'35" East, with a north line of said CADG Sutton Fields II, LLC tract, and the most southerly line of said Fashand Farm Ltd. tract recorded in Document Number 2004-135532, RPRDCT, a distance of 156.79 feet to the POINT OF BEGINNING and containing an area of 17.866 acres of land.

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

DESCRIPTION
SUTTON FIELDS PHASE 8B
7.196 ACRES

BEING that certain tract of land situated in the THOMAS H. McINTYRE SURVEY, ABSTRACT NUMBER 903, in the City of Celina, Denton County, Texas, and being part of that certain called 127.897 acre tract of land described in deed to CADG Sutton Fields II, LLC recorded in Document Number 2015-127939 of the Real Property Records of Denton County, Texas (RPRDCT), and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found at the southwest corner of that certain called 3.00 acre tract of land described in deed to Jan M. Paliwoda & Margaret Paliwoda, recorded in Volume 4364, Page 1631, RPRDCT, and being located on the north right-of-way line of Crutchfield Road (variable width right-of-way according to Rights-of-Way for Sutton Fields Phase 1, an addition to the City of Celina, Denton County, Texas according to Final Plat recorded in Document Number 2017-398, of the Plat Records of Denton County, Texas);

THENCE South 89°43'38" West, with said north right-of-way line of Crutchfield Road, a distance of 894.24 feet to a 5/8-inch iron rod with cap stamped "PETITT-RPLS 4087" found at the most southerly southeast corner of Sutton Fields North - Phase 1, an addition to the City of Celina, Denton County, Texas, according to Final Plat recorded in Document Number 2018-334, of the Plat Records of Denton County, Texas (PRDCT);

THENCE with an easterly line of said Sutton Fields North - Phase 1, the following courses to 5/8-inch iron rods with cap stamped "PETITT-RPLS 4087" found for corner:

North 00°17'11" West, a distance of 45.00 feet;

North 45°17'29" West, a distance of 35.37 feet;

North 00°18'36" West, a distance of 100.09 feet;

North 44°41'24" East, a distance of 21.21 feet;

North 89°41'24" East, a distance of 15.00 feet;

North 00°18'36" West, a distance of 50.00 feet;

South 89°41'24" West, a distance of 25.00 feet;

North 45°18'36" West, a distance of 21.21 feet;

And North 00°18'36" West, a distance of 100.00 feet, said iron rod being located at the southwest corner of Lot 3X, Block H, of said Sutton Fields North - Phase 1;

THENCE North 89°41'24" East, with the south line of said Block H, a distance of 751.31 feet to a 5/8-inch iron rod with cap stamped "PETITT-RPLS 4087" found at the southeast corner of Lot 12, Block H, of said Sutton Fields North - Phase 1, and on the west right-of-way line of Fitzgerald Avenue (called 50-foot wide right-of-way according to said Sutton Fields North - Phase 1);

THENCE South 00°18'36" East, with said west right-of-way line of Fitzgerald Avenue, a distance of 36.82 feet to a 5/8-inch iron rod with cap stamped "PETITT-RPLS 4087" found for corner;

THENCE North 89°50'53" East, with the south line of said right-of-way dedication for Fitzgerald Avenue, a distance of 50.00 feet to a 5/8-inch iron rod with cap stamped "PETITT-RPLS 4087" found for corner;

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

THENCE North 00°18'36" West, with the east right-of-way line of said Fitzgerald Avenue, a distance of 20.00 feet to a 5/8-inch iron rod with cap stamped "PETITT-RPLS 4087" found at the southwest corner of Lot 2. Block J, Sutton Fields North - Phase 1;

THENCE North 89°50'53" East, with the south line of said Lot 2, Block J, a distance of 127.99 feet to a 5/8-inch iron rod with cap stamped "PETITT-RPLS 4087" found at the southeast corner of said Lot 2, Block J, and also being located on the east line of said CADG Sutton Fields II, LLC tract, and the west line of said Paliwoda tract;

THENCE South 00°09'07" East, with said east line of the CADG Sutton Fields II, LLC tract, and the west line of said Paliwoda tract, a distance of 252.19 feet to a 1/2-inch iron rod with cap stamped "#6005" found at the northeast corner of that certain called 0.057 acre tract of land described in deed to SBA Towers IV, LLC, recorded in Document Number 2013-94302, RPRDCT;

THENCE South 89°09'16" West, with the north line of said SBA Towers IV tract, a distance of 50.18 feet to a 1/2-inch iron rod with cap stamped "#6005" found at the northwest corner of said SBA Towers IV tract;

THENCE South 00°57'44" East, with the west line of said SBA Towers IV tract, a distance of 50.16 feet to a 1/2-inch iron rod with cap stamped "#6005" found at the southwest corner of said SBA Towers IV tract;

THENCE North 89°07'28" East, with the south line of said SBA Towers IV tract, a distance of 49.90 feet to a 1/2-inch iron rod found at the southeast corner of said SBA Towers IV tract;

THENCE South 00°54'46" East, with the east line of said CADG Sutton Fields II, LLC tract, and the west line of said Paliwoda tract, a distance of 31.06 feet to the POINT OF BEGINNING and containing an area of 7.196 acres of land.

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

APPENDIX C
ASSESSMENT PER UNIT

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

APPENDIX C
Assessment Per Unit

The Assessment per Unit for NIA #1, as calculated using the estimated buildout values described in the Original SAP are shown in Table C-1 below.

Table C-1
Assessment Per Unit – NIA #1

Lot Type	Lot Size	No. of Units	Total Estimated Buildout Value (Per Original SAP)	% of Total Buildout Value	Total Assessments Allocated	Assessment per Unit
A	70	40	$14,700,000	9.05%	$1,046,634	$26,166
B	60	195	$63,940,500	39.38%	$4,552,537	$23,346
C	50	280	$83,720,000	51.56%	$5,960,829	$21,289
Total		**515**	**$162,360,500**		**$11,560,000**	

The Assessment per Unit for NIA #2, as calculated using the estimated buildout values described in the Original SAP are shown in Table C-2 below.

Table C-2
Assessment Per Unit – NIA #2

Lot Type	Lot Size	No. of Units	Total Estimated Buildout Value (per Original SAP)	% of Total Buildout Value	Total NIA #2 Assessments Allocated	Assessment per Unit - NIA #2	Assessment per Unit - NIA #2-5[(a)]	Combined Assessment per Unit - NIA #2
A	70	-	-	-	-	-	-	-
B	60	55	$18,034,500	36.05%	$686,737	$12,486	$9,929	$22,415
C	50	107	$31,993,000	63.95%	$1,218,263	$11,386	$9,929	$21,315
Total		**162**	**$50,027,500**		**$1,905,000**			

[(a)] Represents initial Assessment per Unit related to the Neighborhood Improvement Areas #2-5 Major Improvements per the Original SAP.

The Assessment per Unit for NIA #3, as calculated using the estimated buildout values described in the Original SAP are shown in Table C-3 on the following page.

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Table C-3
Assessment Per Unit – NIA #3

Lot Type	Lot Size	No. of Units	Total Estimated Buildout Value (per Original SAP)	% of Total Buildout Value	Total NIA #3 Assessments Allocated	Assessment per Unit - NIA #3	Assessment per Unit - NIA #2-5[(a)]	Combined Assessment per Unit - NIA #3
A	70	37	$13,597,500	11.82%	$526,059	$14,218	$9,929	$24,147
B	60	85	$27,871,500	24.23%	$1,078,290	$12,686	$9,929	$22,615
C	50	246	$73,554,000	63.95%	$2,845,651	$11,568	$9,929	$21,497
Total		**368**	**$115,023,000**		**$4,450,000**			

[(a)] Represents initial Assessment per Unit related to the Neighborhood Improvement Areas #2-5 Major Improvements per the Original SAP.

The Assessment per Unit for NIA #4, as calculated using the estimated buildout values described in the Original SAP are shown in Table C-4 below.

Table C-4
Assessment Per Unit – NIA #4

Lot Type	Lot Size	No. of Units	Total Estimated Buildout Value (per Original SAP)	% of Total Buildout Value	Total NIA #4 Assessments Allocated	Assessment per Unit - NIA #4	Assessment per Unit - NIA #2-5[(a)]	Combined Assessment per Unit - NIA #4
A	70	-	-	-	-	-	-	-
B	60	149	$48,857,100	51.16%	$2,046,347	$13,734	$9,929	$23,663
C	50	156	$46,644,000	48.84%	$1,953,653	$12,523	$9,929	$22,452
Total		**305**	**$95,501,100**		**$4,000,000**			

[(a)] Represents initial Assessment per Unit related to the Neighborhood Improvement Areas #2-5 Major Improvements per the Original SAP.

The Assessment per Unit for NIA #5A, as calculated using the estimated buildout values described in the Original SAP are shown in Table C-5 below.

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Table C-5
Assessment Per Unit – NIA #5A

Lot Type	Lot Size	No. of Units	Total Estimated Buildout Value (per Original SAP)	% of Total Buildout Value	Total Assessments Allocated	Assessment per Unit - NIA #5A	Assessment per Unit - NIA #2-5[(a)]	Combined Assessment per Unit - NIA #5A
A	70	-	-	-	-	-	-	-
B	60	127	$41,643,300	37.52%	$2,738,947	$21,567	$9,929	$31,495
C	50	232	$69,368,000	62.48%	$4,561,053	$19,660	$9,929	$29,589
Total		**359**	**$111,011,300**		**$7,300,000**			

[(a)] Represents initial Assessment per Unit related to the Neighborhood Improvement Areas #2-5 Major Improvements per the Original SAP.

The Assessment per Unit for NIA #5B, as calculated using the estimated buildout values described in the Original SAP are shown in Table C-6 below.

Table C-6
Assessment Per Unit – NIA #5B

Lot Type	Lot Size	No. of Units	Total Estimated Buildout Value (per Original SAP)	% of Total Buildout Value	Total Assessments Allocated	Assessment per Unit - NIA #5B	Assessment per Unit - NIA #2-5[(a)]	Combined Assessment per Unit - NIA #5B
A	70	65	$23,887,500	11.65%	$1,570,659	$24,164	$9,929	$34,093
B	60	309	$101,352,000	49.42%	$6,664,133	$21,567	$9,929	$31,496
C	50	267	$79,833,000	38.93%	$5,249,208	$19,660	$9,929	$29,589
Total		**641**	**$205,072,500**	**100.00%**	**$13,484,000**			

[(a)] Represents initial Assessment per Unit per the Original SAP.

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

APPENDIX D
HOMEBUYER DISCOLSURE

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

AFTER RECORDING RETURN TO:

_____
_____
_____
_____
_____][1]

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF CELINA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

LOT TYPE _____ PRINCIPAL ASSESSMENT: $_____

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Celina, Texas (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Sutton Fields II Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF DENTON §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF DENTON §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

APPENDIX E
NEIGHBORHOOD IMPROVEMENT AREA #1 ASSESSMENT ROLL

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Purchaser Signature Page to Final Notice with Current Information
of Obligation to Pay Improvement District Assessment

Appendix E
Neighborhood Improvement Area #1 Assessment Roll

Parcel(s) **Various**

Assessment **$11,560,000**

Year (a)	Principal	Interest (b)	Total Debt Service	Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installmer
9/1/2016	$0	$609,951	$609,951	$30,000	$23,120	$34,680	$0	($609,951)	$87,8
9/1/2017	$0	$838,100	$838,100	$30,600	$23,120	$34,680	$0	($838,100)	$88,4
9/1/2018	$140,000	$838,100	$978,100	$61,212	$23,120	$34,680	$0	$0	$1,097,1
9/1/2019	$150,000	$827,950	$977,950	$62,436	$22,840	$34,260	$0	$0	$1,097,4
9/1/2020	$160,000	$817,075	$977,075	$63,685	$22,540	$33,810	$0	$0	$1,097,1
9/1/2021	$170,000	$805,475	$975,475	$64,959	$22,220	$33,330	$0	$0	$1,095,9
9/1/2022	$180,000	$793,150	$973,150	$66,258	$21,880	$32,820	$0	$0	$1,094,1
9/1/2023	$195,000	$780,100	$975,100	$67,583	$2,560	$51,240	$0	$0	$1,096,4
9/1/2024	$210,000	$765,963	$975,963	$68,935	$0	$52,825	$0	$0	$1,097,7
9/1/2025	$225,000	$750,738	$975,738	$70,313	$0	$51,775	$0	$0	$1,097,8
9/1/2026	$240,000	$734,425	$974,425	$71,720	$0	$11,100	$0	$0	$1,057,2
9/1/2027	$260,000	$717,025	$977,025	$73,154	$0	$0	$0	$0	$1,050,1
9/1/2028	$275,000	$698,175	$973,175	$74,617	$0	$0	$0	$0	$1,047,7
9/1/2029	$295,000	$678,238	$973,238	$76,109	$0	$0	$0	$0	$1,049,3
9/1/2030	$320,000	$656,850	$976,850	$77,632	$0	$0	$0	$0	$1,054,4
9/1/2031	$340,000	$633,650	$973,650	$79,184	$0	$0	$0	$0	$1,052,8
9/1/2032	$365,000	$609,000	$974,000	$80,768	$0	$0	$0	$0	$1,054,7
9/1/2033	$395,000	$582,538	$977,538	$82,383	$0	$0	$0	$0	$1,059,9
9/1/2034	$420,000	$553,900	$973,900	$84,031	$0	$0	$0	$0	$1,057,9
9/1/2035	$450,000	$523,450	$973,450	$85,712	$0	$0	$0	$0	$1,059,1
9/1/2036	$485,000	$490,825	$975,825	$87,426	$0	$0	$0	$0	$1,063,2
9/1/2037	$520,000	$455,663	$975,663	$89,174	$0	$0	$0	$0	$1,064,8
9/1/2038	$555,000	$417,963	$972,963	$90,958	$0	$0	$0	$0	$1,063,9
9/1/2039	$600,000	$377,725	$977,725	$92,777	$0	$0	$0	$0	$1,070,5
9/1/2040	$640,000	$334,225	$974,225	$94,633	$0	$0	$0	$0	$1,068,8
9/1/2041	$685,000	$287,825	$972,825	$96,525	$0	$0	$0	$0	$1,069,3
9/1/2042	$735,000	$238,163	$973,163	$98,456	$0	$0	$0	$0	$1,071,6
9/1/2043	$790,000	$184,875	$974,875	$100,425	$0	$0	$0	$0	$1,075,3
9/1/2044	$850,000	$127,600	$977,600	$102,433	$0	$0	$0	$0	$1,080,0
9/1/2045	$910,000	$65,975	$975,975	$104,482	$0	$0	($978,100)	$0	$102,3
Totals	**$11,560,000**	**$17,194,688**	**$28,754,688**	**$2,328,580**	**$161,400**	**$405,200**	**($978,100)**	**($1,448,051)**	**$29,223,7**

(a) The 9/1/XX dates represent the fiscal year end for the bonds, and the installments are due on the immediately prior January 31st

(b) Interest rate is 7.25%

(c) Preliminary estimate, will be updated in Annual Service Plan Updates.

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Sutton Fields PID II
NIA #1 Assessment Roll Summary
2021-22

Parcel ID	Lot Type	Outstanding Special Assessments	Percentage of Special Assessments	Principal	Interest	Administrative Expenses	Excess Interest for Reserves	Applicable TIRZ Credit	2021-22 Annua Installments
715978	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($237.70)	$1,729.3
715979	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($233.26)	$1,733.7
715980	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($236.89)	$1,730.1
715981	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($236.86)	$1,730.1
715982	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($204.56)	$1,762.4
715983	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($224.52)	$1,742.5
715984	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($70.99)	$1,896.0
715985	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($43.10)	$1,923.9
715986	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($42.49)	$1,924.5
715987	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($217.45)	$1,749.5
715988	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($242.09)	$1,724.9
715989	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($232.36)	$1,734.6
715990	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($286.01)	$1,681.0
715991	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($274.59)	$1,692.4
715992	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($240.62)	$1,726.4
715993	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($42.92)	$1,924.1
715994	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($42.99)	$1,924.0
715995	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($232.43)	$1,734.6
715996	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($218.70)	$1,748.3
715997	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($232.08)	$1,734.9
715998	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($194.28)	$1,772.7
715999	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($265.68)	$1,701.3
716000	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($288.99)	$1,678.0
716001	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($279.92)	$1,687.1
716002	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($237.13)	$1,729.8
716003	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($187.87)	$1,779.1
716004	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($298.51)	$1,668.5
716005	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($242.99)	$1,724.0
716006	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($234.41)	$1,732.6
716007	N/A	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.0
716008	N/A	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.0
716009	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($50.60)	$2,107.2
716010	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($263.59)	$1,894.2
716011	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($194.39)	$1,963.4
716012	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($48.54)	$2,109.3
716013	N/A	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.0
716048	N/A	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.0
716049	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($251.47)	$1,906.3
716050	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($301.26)	$1,856.5
716051	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($80.95)	$2,076.9
716052	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($247.93)	$1,909.9
716053	N/A	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.0
716054	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($50.36)	$2,107.4
716055	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($236.76)	$1,921.0
716056	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($174.74)	$1,983.1
716057	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	$0.00	$2,157.8
716058	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($84.11)	$2,073.7
716059	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($247.10)	$1,910.7
716060	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($50.44)	$2,107.4
716061	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($227.07)	$1,930.7
716062	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($132.92)	$2,024.9
716063	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($50.60)	$2,107.2
716064	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($194.84)	$1,963.0
716065	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($339.18)	$1,818.6
716066	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($273.43)	$1,884.4
716067	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($307.37)	$1,850.4
716068	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($50.50)	$2,107.3
716069	N/A	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.0

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Sutton Fields PID II
NIA #1 Assessment Roll Summary
2021-22

Parcel ID	Lot Type	Outstanding Special Assessments	Percentage of Special Assessments	Principal	Interest	Administrative Expenses	Excess Interest for Reserves	Applicable TIRZ Credit	2021-22 Annua Installments
716101	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($211.88)	$1,945.9
716102	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($242.94)	$1,914.9
716103	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($258.81)	$1,899.0
716104	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($50.44)	$2,107.4
716105	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($216.90)	$1,940.9
716106	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($201.15)	$1,956.7
716107	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($50.44)	$2,107.4
716108	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($50.44)	$2,107.4
716109	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($50.60)	$2,107.2
716110	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($50.60)	$2,107.2
716111	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($50.11)	$2,107.7
716112	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($302.63)	$1,855.2
716113	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($206.46)	$1,951.3
716114	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($322.65)	$1,835.2
716115	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($195.47)	$1,962.3
716116	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($271.08)	$1,695.9
716117	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($237.21)	$1,729.8
716118	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($188.61)	$1,778.4
716119	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($281.31)	$1,685.7
716120	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($235.19)	$1,731.8
716121	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($293.82)	$1,673.2
716122	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($276.80)	$1,690.2
716123	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($236.97)	$1,730.0
716124	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($311.63)	$1,655.3
716125	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($237.27)	$1,729.7
716126	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($263.96)	$1,703.0
716127	N/A	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.0
716157	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($280.89)	$1,686.1
716158	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($204.93)	$1,762.0
716159	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($280.89)	$1,686.1
716160	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($316.89)	$1,650.1
716161	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($233.35)	$1,733.6
716162	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($296.81)	$1,670.2
716163	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($252.90)	$1,714.1
716164	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($192.56)	$1,774.4
716165	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($290.69)	$1,676.3
716166	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($237.96)	$1,729.0
716167	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($303.08)	$1,663.9
716168	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($251.47)	$1,715.5
716169	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($293.14)	$1,673.8
716170	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($203.67)	$1,763.3
716171	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($251.47)	$1,715.5
716172	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($215.41)	$1,751.6
716173	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($163.63)	$1,803.3
716174	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($41.72)	$1,925.3
716175	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($227.26)	$1,739.7
716176	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($274.68)	$1,692.3
716177	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($230.33)	$1,736.6
716178	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($118.83)	$1,848.1
716179	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($134.96)	$1,832.0
716205	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($105.36)	$1,861.6
716206	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($285.14)	$1,681.8
716207	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($208.57)	$1,758.4
716208	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($305.94)	$1,661.0
716209	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($68.57)	$1,898.4
716210	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($170.44)	$1,796.5
716211	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($68.57)	$1,898.4
716212	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($117.66)	$1,849.3

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Sutton Fields PID II
NIA #1 Assessment Roll Summary
2021-22

Parcel ID	Lot Type	Outstanding Special Assessments	Percentage of Special Assessments	Principal	Interest	Administrative Expenses	Excess Interest for Reserves	Applicable TIRZ Credit	2021-22 Annua Installments
716213	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	$0.00	$1,967.0
716214	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($234.28)	$1,732.7
716215	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($208.57)	$1,758.4
716216	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($168.07)	$1,798.9
716217	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($244.65)	$1,722.3
716218	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($293.78)	$1,673.2
716219	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($221.62)	$1,745.4
716220	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($165.94)	$1,801.0
716221	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($127.49)	$1,839.5
716222	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($48.67)	$1,918.3
716223	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($246.94)	$1,720.0
716224	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($223.43)	$1,743.5
716225	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($218.98)	$1,748.0
716226	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($45.25)	$1,921.7
716227	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($48.75)	$1,918.2
716228	N/A	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.0
716229	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($325.64)	$1,641.3
716230	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAI
716231	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($260.00)	$1,707.0
716232	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($107.83)	$1,859.1
716233	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($96.74)	$1,870.2
716234	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($101.69)	$1,865.3
716235	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($146.59)	$1,820.4
716236	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($44.78)	$1,922.2
716237	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($42.82)	$1,924.2
716238	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($270.08)	$1,696.9
716239	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($210.71)	$1,756.3
716240	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($201.63)	$1,765.3
716241	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($68.57)	$1,898.4
716242	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($66.65)	$1,900.3
716243	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($68.57)	$1,898.4
716244	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($41.11)	$1,925.9
716245	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($41.11)	$1,925.9
716246	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($188.37)	$1,778.6
716247	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($231.90)	$1,735.1
716248	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($230.40)	$1,736.6
716249	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($276.20)	$1,690.8
716250	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($298.57)	$1,668.4
716272	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($93.06)	$1,873.9
716273	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($220.31)	$1,746.7
716274	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($45.06)	$1,921.9
716275	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($45.24)	$1,921.7
716276	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($45.42)	$1,921.6
716277	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($76.00)	$1,891.0
716278	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($45.67)	$1,921.3
716279	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($76.32)	$1,890.7
716280	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($45.85)	$1,921.1
716281	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($45.95)	$1,921.0
716282	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($49.93)	$1,917.0
716304	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($218.97)	$1,748.0
716305	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($283.23)	$1,683.7
716306	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($217.06)	$1,749.9
716307	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($231.03)	$1,736.0
716308	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($236.33)	$1,730.6
716309	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($217.75)	$1,749.2
716310	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($209.12)	$1,757.9
716311	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($235.69)	$1,731.3
716312	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($254.38)	$1,712.6

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Sutton Fields PID II
NIA #1 Assessment Roll Summary
2021-22

Parcel ID	Lot Type	Outstanding Special Assessments	Percentage of Special Assessments	Principal	Interest	Administrative Expenses	Excess Interest for Reserves	Applicable TIRZ Credit	2021-22 Annua Installments
716313	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($212.47)	$1,754.5
716314	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($210.07)	$1,756.9
716315	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($210.57)	$1,756.4
716316	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAI
716317	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($221.59)	$1,745.4
716318	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($213.10)	$1,753.9
716319	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($213.10)	$1,753.9
716320	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($208.84)	$1,758.1
716321	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($224.51)	$1,742.5
716322	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($230.14)	$1,736.8
716323	50	$10,069	0.09%	$167.73	$730.02	$35.41	$50.35	($112.15)	$871.3
754877	50	$10,069	0.09%	$167.73	$730.02	$35.41	$50.35	($99.36)	$884.1
716324	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($261.54)	$1,705.4
716325	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($308.45)	$1,658.5
716326	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($283.38)	$1,683.6
716327	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($277.20)	$1,689.8
716328	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($217.75)	$1,749.2
716329	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($263.29)	$1,703.7
716330	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($304.74)	$1,662.2
716331	N/A	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.0
716332	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($268.85)	$1,698.1
716333	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($85.75)	$1,881.2
716334	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($209.23)	$1,757.7
716335	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($233.05)	$1,733.9
716336	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($243.39)	$1,723.6
716337	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($217.00)	$1,750.0
716338	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($286.78)	$1,680.2
716339	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($262.84)	$1,704.1
716340	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($307.17)	$1,659.8
716341	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($293.31)	$1,673.7
716342	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($274.27)	$1,692.7
716343	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($311.85)	$1,655.1
716344	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($80.54)	$1,886.4
716345	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($301.35)	$1,665.6
716346	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($294.84)	$1,672.1
716347	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($216.47)	$1,750.5
716348	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	$0.00	$1,967.0
716349	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($268.60)	$1,698.4
716351	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	$0.00	$1,967.0
716352	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($241.22)	$1,725.8
716353	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	$0.00	$1,967.0
716354	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($298.47)	$1,668.5
716355	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($222.12)	$1,744.9
716376	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($180.47)	$1,786.5
716377	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($298.91)	$1,668.1
716378	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($280.93)	$1,686.0
716379	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($280.93)	$1,686.0
716380	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($235.69)	$1,731.3
716381	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($221.99)	$1,745.0
716382	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($301.81)	$1,665.2
716383	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($207.04)	$1,759.9
716384	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($286.80)	$1,680.2
716385	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($259.40)	$1,707.6
716386	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($45.87)	$1,921.1
716387	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($45.87)	$1,921.1
716388	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($301.35)	$1,665.6
716409	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($284.72)	$1,682.3
716410	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($307.95)	$1,659.0

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Sutton Fields PID II
NIA #1 Assessment Roll Summary
2021-22

Parcel ID	Lot Type	Outstanding Special Assessments	Percentage of Special Assessments	Principal	Interest	Administrative Expenses	Excess Interest for Reserves	Applicable TIRZ Credit	2021-22 Annua Installments
716411	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($241.35)	$1,725.6
716412	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($242.16)	$1,724.8
716413	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($177.28)	$1,789.7
716414	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($257.04)	$1,709.9
716415	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($285.58)	$1,681.4
716436	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($280.46)	$1,686.5
716437	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($227.04)	$1,739.9
716438	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($206.80)	$1,760.2
716439	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($287.71)	$1,679.3
716440	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($222.78)	$1,744.2
716441	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($285.28)	$1,681.7
716442	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($247.21)	$1,719.8
716443	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($288.60)	$1,678.4
716444	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($294.10)	$1,672.9
716445	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	$0.00	$1,967.0
716446	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($286.87)	$1,680.1
716447	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($237.04)	$1,729.9
716448	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($251.65)	$1,715.3
716449	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($276.59)	$1,690.4
716450	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($228.15)	$1,738.8
716451	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($305.84)	$1,661.1
716452	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($48.45)	$1,918.5
716453	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	$0.00	$1,967.0
716454	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($225.91)	$1,741.1
716455	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($41.11)	$1,925.9
716456	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($41.11)	$1,925.9
716457	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($41.11)	$1,925.9
716458	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($296.66)	$1,670.3
716459	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($234.10)	$1,732.9
716460	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($272.85)	$1,694.1
716461	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($179.05)	$1,787.9
716462	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($68.57)	$1,898.4
716463	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($206.89)	$1,760.1
716464	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($232.69)	$1,734.3
716465	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($297.34)	$1,669.6
716466	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($234.12)	$1,732.9
716467	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($270.03)	$1,696.9
716487	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($242.81)	$1,724.2
716488	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($235.98)	$1,731.0
716489	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($173.52)	$1,793.5
716490	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($226.46)	$1,740.5
716491	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($126.10)	$1,840.9
716492	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($278.51)	$1,688.5
716493	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($214.80)	$1,752.2
716494	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($270.70)	$1,696.3
716495	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($41.11)	$1,925.9
716496	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($41.11)	$1,925.9
716497	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($41.11)	$1,925.9
716498	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($201.66)	$1,765.3
716499	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($247.69)	$1,719.3
716500	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($298.73)	$1,668.2
716501	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($54.26)	$1,912.7
716502	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($52.24)	$1,914.7
716503	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAI
716504	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($304.89)	$1,662.1
716505	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($210.65)	$1,756.3
716506	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($271.91)	$1,695.1
716507	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($249.50)	$1,717.5

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Sutton Fields PID II
NIA #1 Assessment Roll Summary
2021-22

Parcel ID	Lot Type	Outstanding Special Assessments	Percentage of Special Assessments	Principal	Interest	Administrative Expenses	Excess Interest for Reserves	Applicable TIRZ Credit	2021-22 Annua Installments
716508	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($284.42)	$1,682.6
716509	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($41.11)	$1,925.9
716510	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($206.80)	$1,760.2
716511	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($41.11)	$1,925.9
716512	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($41.11)	$1,925.9
716513	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($207.48)	$1,759.5
716514	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($41.11)	$1,925.9
716515	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAI
716533	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($242.94)	$1,724.0
716534	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($242.96)	$1,724.0
716535	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($221.60)	$1,745.4
716536	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($256.08)	$1,710.9
716537	N/A	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.0
716553	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($255.46)	$1,711.5
716554	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($219.96)	$1,747.0
716555	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($284.12)	$1,682.9
716556	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($250.36)	$1,716.6
716557	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($68.57)	$1,898.4
716558	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($68.57)	$1,898.4
716559	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($228.48)	$1,738.5
716560	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($249.50)	$1,717.5
716561	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($232.69)	$1,734.3
716562	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($219.52)	$1,747.5
716563	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($232.93)	$1,734.1
716564	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($275.99)	$1,691.0
716565	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($306.25)	$1,660.7
716566	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($48.44)	$1,918.5
716567	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($41.11)	$1,925.9
716568	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	$0.00	$1,967.0
716569	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($250.11)	$1,716.9
716570	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($41.11)	$1,925.9
716571	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($232.62)	$1,734.4
716572	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($41.11)	$1,925.9
716573	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($284.42)	$1,682.6
716574	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($226.65)	$1,740.3
716575	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($41.11)	$1,925.9
716576	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($48.45)	$1,918.5
716577	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($49.99)	$1,917.0
716578	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($46.35)	$1,920.6
723226	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($396.43)	$1,761.4
723227	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	$0.00	$2,157.8
723228	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($330.55)	$1,827.3
723229	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($335.30)	$1,822.5
723230	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723231	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($195.13)	$1,962.7
723232	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($231.86)	$1,926.0
723233	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($291.55)	$1,866.3
723234	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	$0.00	$2,157.8
723235	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($260.91)	$1,896.9
723236	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($272.56)	$1,885.3
723237	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($275.84)	$1,882.0
723238	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($294.23)	$1,863.6
723239	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($310.82)	$1,847.0
723240	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($191.63)	$1,966.2
723241	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723242	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($297.59)	$1,860.2
723243	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($310.32)	$1,847.5
723244	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($334.06)	$1,823.7

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Sutton Fields PID II
NIA #1 Assessment Roll Summary
2021-22

Parcel ID	Lot Type	Outstanding Special Assessments	Percentage of Special Assessments	Principal	Interest	Administrative Expenses	Excess Interest for Reserves	Applicable TIRZ Credit	2021-22 Annua Installments
723245	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($248.91)	$1,908.9
723246	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($258.21)	$1,899.6
723247	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($337.69)	$1,820.1
723248	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($310.50)	$1,847.3
723249	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($315.56)	$1,842.2
723250	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($81.55)	$2,076.3
723251	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($309.90)	$1,847.9
723252	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	$0.00	$2,157.8
723253	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	$0.00	$2,157.8
723254	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($284.44)	$1,873.4
723255	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($317.77)	$1,840.0
723256	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($311.69)	$1,846.1
723257	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723258	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($238.70)	$1,919.1
723259	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723260	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($307.31)	$1,850.5
723261	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($306.80)	$1,851.0
723262	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($231.23)	$1,926.6
723263	N/A	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.0
723264	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($248.71)	$1,909.1
723265	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($345.57)	$1,812.2
723266	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($52.13)	$2,105.7
723267	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($339.54)	$1,818.3
723268	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($364.21)	$2,050.3
723269	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($144.43)	$2,270.1
723270	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($91.11)	$2,323.4
723271	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($269.88)	$1,887.9
723272	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723273	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723274	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723275	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723276	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723277	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723278	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723279	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723280	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723281	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($55.46)	$2,102.3
723282	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($327.25)	$1,830.6
723283	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($351.34)	$1,806.5
723284	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.83)	$2,112.0
723285	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723286	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723287	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723288	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723289	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($51.89)	$2,105.9
723290	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($51.89)	$2,105.9
723291	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($267.58)	$1,890.2
723292	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($267.58)	$1,890.2
723293	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($152.22)	$2,005.6
723294	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($308.07)	$1,849.7
723295	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($309.68)	$1,848.1
723296	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($301.64)	$1,856.2
723297	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($257.72)	$1,900.1
723298	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($307.26)	$1,850.6
723299	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($256.49)	$1,901.3
723300	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($288.02)	$1,869.8
723301	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($321.85)	$1,836.0
723302	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($321.51)	$1,836.3

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Sutton Fields PID II
NIA #1 Assessment Roll Summary
2021-22

Parcel ID	Lot Type	Outstanding Special Assessments	Percentage of Special Assessments	Principal	Interest	Administrative Expenses	Excess Interest for Reserves	Applicable TIRZ Credit	2021-22 Annua Installments
723303	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723304	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723305	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723306	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($312.18)	$1,845.6
723307	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($205.54)	$1,952.3
723308	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($235.83)	$1,922.0
723309	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($315.38)	$1,842.4
723310	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723311	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723312	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($51.89)	$2,105.9
723313	N/A	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.0
723314	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($51.89)	$2,105.9
723315	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723316	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($347.95)	$1,809.9
723317	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723318	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723319	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723320	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723321	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($205.81)	$1,952.0
723322	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($260.00)	$1,897.8
723323	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($317.05)	$1,840.8
723324	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($51.89)	$2,105.9
723325	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($49.64)	$2,108.2
723326	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($157.55)	$2,000.3
723327	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($161.23)	$1,996.6
723328	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723329	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723330	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723331	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723332	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($272.18)	$1,885.6
723333	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($323.64)	$1,834.2
723334	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($329.13)	$1,828.7
723335	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723336	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723337	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723338	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723339	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723340	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($233.95)	$1,923.9
723341	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723342	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($49.64)	$2,108.2
723343	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($51.89)	$2,105.9
723344	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($51.89)	$2,105.9
723345	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723346	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723347	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($266.96)	$1,890.9
723348	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723349	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($197.01)	$1,960.8
723350	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($314.85)	$1,843.0
723351	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723352	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($51.89)	$2,105.9
723353	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($322.42)	$1,835.4
723354	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($244.69)	$1,913.1
723355	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($333.24)	$1,824.6
723356	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($51.89)	$2,105.9
723357	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723358	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723359	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723360	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($314.41)	$1,843.4

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Sutton Fields PID II
NIA #1 Assessment Roll Summary
2021-22

Parcel ID	Lot Type	Outstanding Special Assessments	Percentage of Special Assessments	Principal	Interest	Administrative Expenses	Excess Interest for Reserves	Applicable TIRZ Credit	2021-22 Annua Installments
723361	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($310.30)	$1,847.5
723362	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($319.73)	$1,838.1
723363	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723364	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($308.07)	$1,849.7
723365	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723366	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723367	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($51.63)	$2,106.2
723368	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($306.84)	$1,851.0
723369	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723370	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($310.37)	$1,847.4
723371	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($324.39)	$1,833.4
723372	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($238.05)	$1,919.8
723373	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723374	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($301.47)	$1,856.3
723375	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($202.32)	$1,955.5
723376	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($320.41)	$1,837.4
723377	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723378	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($300.15)	$1,857.7
723379	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($286.18)	$1,871.6
723380	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($313.83)	$1,844.0
723381	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($288.27)	$1,869.5
723382	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($275.90)	$1,881.9
723383	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($287.31)	$1,870.5
723384	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($315.23)	$1,842.6
723385	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($310.30)	$1,847.5
723386	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($320.12)	$1,837.7
723387	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($333.29)	$1,824.5
723388	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($324.26)	$2,090.3
723389	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($304.34)	$2,110.2
723390	N/A	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.0
723391	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	$0.00	$2,414.6
723392	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($109.50)	$2,305.1
723393	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	$0.00	$2,414.6
723394	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($51.83)	$2,362.7
723395	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($216.38)	$2,198.2
723396	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($131.63)	$2,282.9
723397	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($366.43)	$2,048.1
723398	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($192.47)	$2,222.1
723399	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($314.94)	$2,099.6
723400	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($319.70)	$2,094.9
723401	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($87.31)	$2,327.2
723402	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($86.74)	$2,327.8
723403	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($90.07)	$2,324.5
723404	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($92.67)	$2,321.9
723405	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($178.10)	$2,236.5
723406	N/A	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.0
723407	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($306.89)	$2,107.7
723408	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($369.49)	$2,045.1
723409	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($336.74)	$2,077.8
723410	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($329.01)	$2,085.5
723411	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($356.93)	$2,057.6
723412	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($370.85)	$2,043.7
723413	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($206.19)	$2,208.4
723414	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	$0.00	$2,414.6
723415	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($52.75)	$2,361.8
723416	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($131.96)	$2,282.6
723417	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($52.52)	$2,362.0
723418	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($54.12)	$2,360.4

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Sutton Fields PID II
NIA #1 Assessment Roll Summary
2021-22

Parcel ID	Lot Type	Outstanding Special Assessments	Percentage of Special Assessments	Principal	Interest	Administrative Expenses	Excess Interest for Reserves	Applicable TIRZ Credit	2021-22 Annua Installments
723419	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($146.63)	$2,267.9
723420	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	$0.00	$2,414.6
723421	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($89.11)	$2,325.5
723422	PREPAID	$0	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAI
723423	PREPAID	$0	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAI
723424	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	$0.00	$2,414.6
723425	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($133.37)	$2,281.2
723426	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($134.08)	$2,280.5
723427	N/A	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.0
Total		**$10,805,602.01**	**100.00%**	**$180,000.00**	**$783,406.15**	**$38,000.00**	**$54,028.01**	**($95,388.86)**	**$960,045.3**

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

APPENDIX F
NEIGHBORHOOD IMPROVEMENT AREAS #2-5 ASSESSMENT ROLL

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Purchaser Signature Page to Final Notice with Current Information
of Obligation to Pay Improvement District Assessment

Appendix F
Neighborhood Improvement Areas #2-5 Assessment Roll

Parcel(s) **Various**

Assessment **$16,825,000**

Year (a)	Principal	Interest (b)	Total Debt Service	Admin Expenses (c)	Prepayment Reserve	Delinquency Reserve	Transfer to DSRF	Less: DSRF Credit	Less: Capitalized Interest	Ann Install
9/1/2016	$0	$1,010,201	$1,010,201	$30,000	$0	$0	$84,125	$0	($1,010,201)	$11
9/1/2017	$0	$1,388,063	$1,388,063	$30,600	$0	$0	$84,125	$0	($1,388,063)	$11
9/1/2018	$0	$1,388,063	$1,388,063	$31,212	$0	$0	$84,125	$0	$0	$1,5
9/1/2019	$295,000	$1,388,063	$1,683,063	$31,836	$33,650	$50,475	$0	$0	$0	$1,7
9/1/2020	$320,000	$1,363,725	$1,683,725	$32,473	$33,060	$49,590	$0	$0	$0	$1,7
9/1/2021	$345,000	$1,337,325	$1,682,325	$33,122	$32,420	$48,630	$0	$0	$0	$1,7
9/1/2022	$375,000	$1,308,863	$1,683,863	$33,785	$31,730	$47,595	$0	$0	$0	$1,7
9/1/2023	$405,000	$1,277,925	$1,682,925	$34,461	$30,980	$46,470	$0	$0	$0	$1,7
9/1/2024	$435,000	$1,244,513	$1,679,513	$35,150	$30,170	$45,255	$0	$0	$0	$1,7
9/1/2025	$475,000	$1,208,625	$1,683,625	$35,853	$29,300	$43,950	$0	$0	$0	$1,7
9/1/2026	$510,000	$1,169,438	$1,679,438	$36,570	$28,350	$42,525	$0	$0	$0	$1,7
9/1/2027	$555,000	$1,127,363	$1,682,363	$37,301	$2,715	$65,610	$0	$0	$0	$1,7
9/1/2028	$600,000	$1,081,575	$1,681,575	$38,047	$0	$65,550	$0	$0	$0	$1,7
9/1/2029	$650,000	$1,032,075	$1,682,075	$38,808	$0	$62,550	$0	$0	$0	$1,7
9/1/2030	$705,000	$978,450	$1,683,450	$39,584	$0	$59,300	$0	$0	$0	$1,7
9/1/2031	$760,000	$920,288	$1,680,288	$40,376	$0	$45,500	$0	$0	$0	$1,7
9/1/2032	$825,000	$857,588	$1,682,588	$41,184	$0	$0	$0	$0	$0	$1,7
9/1/2033	$890,000	$789,525	$1,679,525	$42,007	$0	$0	$0	$0	$0	$1,7
9/1/2034	$965,000	$716,100	$1,681,100	$42,847	$0	$0	$0	$0	$0	$1,7
9/1/2035	$1,045,000	$636,488	$1,681,488	$43,704	$0	$0	$0	$0	$0	$1,7
9/1/2036	$1,130,000	$550,275	$1,680,275	$44,578	$0	$0	$0	$0	$0	$1,7
9/1/2037	$1,225,000	$457,050	$1,682,050	$45,470	$0	$0	$0	$0	$0	$1,7
9/1/2038	$1,325,000	$355,988	$1,680,988	$46,379	$0	$0	$0	$0	$0	$1,7
9/1/2039	$1,435,000	$246,675	$1,681,675	$47,307	$0	$0	$0	$0	$0	$1,7
9/1/2040	$1,555,000	$128,288	$1,683,288	$48,253	$0	$0	$0	($1,683,863)	$0	$4
Total	**$16,825,000**	**$23,962,526**	**$40,787,526**	**$960,909**	**$252,375**	**$673,000**	**$252,375**	**($1,683,863)**	**($2,398,264)**	**$38,84**

(a) The 9/1/XX dates represent the fiscal year end for the bonds, and the installments are due on the immediately prior January 31st

(b) Interest rate is 8.25%

(c) Preliminary estimate, will be updated in Annual Service Plan Updates.

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Sutton Fields PID II
NIA #2-5 Assessment Roll Summary
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expense	Excess Interest for Reserves	TIRZ Credit	2021-22 Annual Installments
52680	56	Various	$483,501	3.08%	$11,543.92	$40,291.75	$769.59	$2,441.92	$0.00	$55,047.19
122875	71	Various	$613,010	3.90%	$14,636.04	$51,084.18	$975.74	$3,096.01	($227.45)	$69,564.52
52751	100	Various	$863,395	5.50%	$20,614.14	$71,949.55	$1,374.28	$4,360.58	($480.07)	$97,818.48
52810	349	Various	$3,013,247	19.18%	$71,943.36	$251,103.92	$4,796.22	$15,218.42	($4.83)	$343,057.11
52744	102	Various	$880,662	5.61%	$21,026.43	$73,388.54	$1,401.76	$4,447.79	($38.89)	$100,225.63
751235	151	Various	$1,303,726	8.30%	$31,127.36	$108,643.82	$2,075.16	$6,584.47	($856.34)	$147,574.47
52760	18	Various	$155,411	0.99%	$3,710.55	$12,950.92	$247.37	$784.90	($81.83)	$17,611.91
52721	29	Various	$250,384	1.59%	$5,978.10	$20,865.37	$398.54	$1,264.57	($123.28)	$28,383.29
660188	0	N/A	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
751236	6	Various	$51,804	0.33%	$1,236.85	$4,316.97	$82.46	$261.63	($0.15)	$5,897.77
134236	116	Various	$970,342	6.18%	$23,167.59	$80,861.85	$1,544.51	$4,900.72	($246.26)	$110,228.40
748975	0	N/A	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
740806	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($146.14)	$775.97
740807	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($90.17)	$831.94
740808	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($94.75)	$827.36
740809	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($77.68)	$844.43
740810	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($53.47)	$868.64
740811	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($118.65)	$803.46
740812	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($55.45)	$866.66
740813	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($40.49)	$881.62
740814	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($53.44)	$868.67
740815	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($39.96)	$882.14
740816	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($55.12)	$866.98
740817	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($124.04)	$798.07
740818	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	$0.00	$922.11
740819	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($58.29)	$863.82
740820	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($156.16)	$765.94
740821	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($161.15)	$760.96
740822	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($47.32)	$874.79
740823	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($107.21)	$814.90
740824	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($50.97)	$871.14
740825	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($72.07)	$850.04
740826	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	$0.00	$922.11
740827	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($91.85)	$830.25
740828	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($53.82)	$868.28
740829	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($84.30)	$837.81
740830	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($38.05)	$884.06
740831	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($38.59)	$883.52
740832	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($115.38)	$806.73
740833	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($51.00)	$871.11
740834	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($126.71)	$795.40
740835	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($52.51)	$869.60
740836	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($116.40)	$805.71
740837	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($107.30)	$814.81
740838	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($146.57)	$775.54
740839	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($137.16)	$784.95
740840	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($121.51)	$800.59
740841	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($138.31)	$783.80
740842	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($126.70)	$795.41
740843	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($146.57)	$775.54
740844	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($153.09)	$769.02
740845	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($145.64)	$776.47
740846	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($93.22)	$828.89
740847	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($28.77)	$893.34
740848	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($143.13)	$778.97
740849	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($114.99)	$807.12
740850	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($52.49)	$869.62
740851	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($75.14)	$846.97
740852	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($70.64)	$851.47
740853	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($77.73)	$844.38
740854	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($123.30)	$798.81
740855	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($91.21)	$830.90
740856	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($82.96)	$839.14
740857	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($52.33)	$869.78
740858	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($126.70)	$795.41
740859	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($138.31)	$783.80
740860	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($161.76)	$760.35
740861	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($132.25)	$789.86
740862	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($83.83)	$927.41
740863	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($53.16)	$958.08
740864	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($53.98)	$957.26
740865	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($44.47)	$966.76
740866	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($61.72)	$949.51
740867	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($73.23)	$938.01

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Sutton Fields PID II
NIA #2-5 Assessment Roll Summary
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expense	Excess Interest for Reserves	TIRZ Credit	2021-22 Annual Installments
740868	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($62.48)	$948.76
740869	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($164.74)	$846.50
740870	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($119.61)	$891.63
740871	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($146.89)	$864.34
740872	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($140.46)	$870.77
740873	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($144.84)	$866.40
740874	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($147.62)	$863.61
740875	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($130.76)	$880.47
740876	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($164.74)	$846.50
740877	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($127.71)	$883.53
740878	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($62.87)	$948.37
740879	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($130.64)	$880.59
740880	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($132.58)	$878.65
740881	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($127.52)	$883.72
740882	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($144.68)	$866.56
740883	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($141.19)	$870.05
740884	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($147.41)	$863.82
740885	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($129.00)	$882.23
740886	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($142.84)	$868.39
740887	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($34.52)	$976.71
740888	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($34.52)	$976.71
740889	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($34.52)	$976.71
740890	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($34.52)	$976.71
740891	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	$0.00	$1,011.24
740892	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($34.52)	$976.71
740893	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($34.52)	$976.71
740894	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($34.52)	$976.71
740895	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($34.52)	$976.71
740896	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($34.52)	$976.71
740897	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($37.45)	$973.79
740898	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($41.14)	$970.10
740899	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($35.07)	$976.17
740900	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($34.52)	$976.71
740901	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($34.52)	$976.71
740902	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($36.18)	$975.06
740903	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($34.52)	$976.71
740904	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($34.52)	$976.71
740905	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($36.42)	$974.81
740906	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($35.40)	$975.84
740907	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($140.46)	$870.77
740908	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($45.78)	$965.46
740909	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($145.98)	$865.26
740910	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($126.49)	$795.62
740911	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($128.36)	$793.75
740912	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($115.43)	$806.68
740913	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($120.48)	$801.63
740914	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	$0.00	$922.11
740915	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($128.45)	$793.66
740916	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($140.13)	$781.98
740917	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($117.67)	$804.44
740918	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($124.85)	$797.26
740919	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($122.61)	$799.50
740920	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($159.97)	$762.14
740921	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($144.71)	$777.40
740922	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($121.63)	$800.48
740923	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($138.18)	$783.93
740924	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($114.72)	$807.39
740925	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($137.82)	$784.29
740926	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($127.46)	$794.65
740927	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($132.92)	$789.19
740928	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($99.99)	$822.12
740929	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($144.13)	$777.98
740930	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($127.44)	$794.67
740931	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($130.23)	$791.87
740932	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($121.44)	$800.66
740933	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($150.35)	$771.76
740934	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($123.97)	$798.14
740935	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	$0.00	$922.11
740936	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($145.11)	$777.00
740937	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($120.19)	$801.92
740938	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($128.08)	$794.03
740939	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
740940	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($144.35)	$777.76

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Sutton Fields PID II
NIA #2-5 Assessment Roll Summary
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expense	Excess Interest for Reserves	TIRZ Credit	2021-22 Annual Installments
740941	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($152.56)	$769.54
740942	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($121.63)	$800.48
740943	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($114.09)	$808.02
740944	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($110.82)	$811.29
740945	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($122.99)	$799.12
740946	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($120.70)	$801.40
740947	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($145.14)	$776.97
740948	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
740949	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($126.13)	$795.98
740950	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($138.41)	$783.70
740951	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($108.62)	$813.49
740952	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($122.05)	$800.06
740953	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($114.10)	$808.01
740954	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($120.90)	$801.21
740955	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($126.96)	$795.15
740956	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($151.97)	$770.14
740957	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($162.37)	$759.74
740958	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($128.52)	$793.59
740959	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($123.61)	$798.50
740960	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($138.41)	$783.70
740961	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($138.18)	$783.93
740962	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($147.14)	$774.97
740963	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
740964	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($144.69)	$866.55
740965	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($46.78)	$964.46
740966	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($44.00)	$967.24
740967	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($46.23)	$965.01
740968	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($133.65)	$877.58
740969	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
740970	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
740971	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
740972	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
740973	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
740974	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
740975	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($22.37)	$988.87
740976	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($35.55)	$975.68
52690	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
52763	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
757500	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
757494	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($113.17)	$869.82
757493	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($32.73)	$950.26
757492	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($30.53)	$952.46
757491	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($101.48)	$881.51
757490	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.86)	$953.13
757489	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.86)	$953.13
757488	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.86)	$953.13
757487	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.86)	$953.13
757486	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.86)	$953.13
757485	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.86)	$953.13
757484	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.86)	$953.13
757483	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.86)	$953.13
757482	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.86)	$953.13
757481	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.86)	$953.13
757480	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.86)	$953.13
757479	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.86)	$953.13
757478	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.86)	$953.13
757477	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.86)	$953.13
757476	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($30.19)	$952.79
757475	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.67)	$953.31
757474	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($125.67)	$857.32
757473	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($30.12)	$952.87
757472	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($30.09)	$952.90
757471	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($30.06)	$952.92
757470	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($30.03)	$952.95
757469	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($30.00)	$952.98
757468	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.98)	$953.01
757467	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.95)	$953.04
757466	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.92)	$953.06
757465	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.89)	$953.09
757464	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.87)	$953.12
757463	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.84)	$953.15
757462	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.81)	$953.17
757461	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.78)	$953.20

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NIA #2-5 Assessment Roll Summary
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expense	Excess Interest for Reserves	TIRZ Credit	2021-22 Annual Installments
757460	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.76)	$953.23
757459	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($114.40)	$868.59
757458	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($31.16)	$951.83
757457	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
757456	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($25.96)	$957.03
757455	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($121.75)	$861.23
757454	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($98.88)	$884.10
757453	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
757452	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
757451	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	$0.00	$982.99
757450	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
757449	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
757448	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
757447	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
757446	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
757445	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
757444	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($135.85)	$847.14
757443	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($120.22)	$862.77
757442	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($158.56)	$824.43
757441	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($181.13)	$801.86
757440	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
757439	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
757438	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
757437	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
757436	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($120.86)	$862.12
757435	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($120.22)	$862.77
757434	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.19)	$958.80
757433	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.19)	$958.80
757432	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($140.46)	$842.53
757431	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($20.48)	$962.51
757430	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($58.86)	$924.13
757429	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($122.37)	$860.62
757428	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($135.30)	$847.69
757427	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($152.84)	$830.15
757426	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($162.98)	$820.01
757425	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($184.52)	$798.47
757424	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.36)	$958.62
757423	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($79.19)	$903.80
757422	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($20.92)	$962.06
757421	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($20.85)	$962.13
757420	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($123.40)	$859.59
757419	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.40)	$958.59
757418	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($27.28)	$955.71
757417	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($97.72)	$885.26
757416	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($186.50)	$796.48
757415	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($164.20)	$818.79
757414	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	$0.00	$982.99
757413	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($101.09)	$881.90
757412	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($171.32)	$811.66
757411	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($156.70)	$826.29
757410	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($123.65)	$859.34
757409	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($78.07)	$904.92
757408	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($134.10)	$848.89
757407	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($58.46)	$924.53
757406	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.19)	$958.80
757405	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($191.64)	$791.34
757404	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.69)	$958.30
757403	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($23.56)	$959.43
757402	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($23.57)	$959.42
757401	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($23.57)	$959.42
757400	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($84.18)	$898.81
757399	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($90.94)	$892.04
757398	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($78.92)	$904.06
757397	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($23.41)	$959.58
757396	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($23.36)	$959.62
757395	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($23.32)	$959.67
757394	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($27.39)	$955.59
757393	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($27.34)	$955.65
757392	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($27.28)	$955.70
757391	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($27.23)	$955.75
769773	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
769772	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
769765	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Sutton Fields PID II
NIA #2-5 Assessment Roll Summary
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expense	Excess Interest for Reserves	TIRZ Credit	2021-22 Annual Installments
769764	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
769763	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($26.99)	$956.00
769762	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.83)	$958.15
769761	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($22.93)	$960.05
769760	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.44)	$958.54
769759	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.44)	$958.54
769758	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.73)	$954.25
769757	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($31.84)	$951.15
769756	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($27.48)	$955.50
769755	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($22.50)	$960.49
769754	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($22.56)	$960.42
769753	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($41.22)	$941.77
769752	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($41.34)	$941.64
769751	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	$0.00	$982.99
769750	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769749	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769748	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769747	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769746	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769745	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.68)	$953.31
769744	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769743	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769742	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769741	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769740	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769739	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769738	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769737	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($22.09)	$960.89
769736	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($22.09)	$960.89
769735	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769734	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769733	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769732	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769731	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769730	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769729	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($22.09)	$960.89
769728	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($22.09)	$960.89
769727	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	$0.00	$982.99
769726	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769725	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769724	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($47.49)	$935.49
769723	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($35.50)	$947.49
769722	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($124.70)	$858.28
769721	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.84)	$954.15
769720	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.93)	$954.05
769719	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.02)	$953.96
769718	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.12)	$953.87
769717	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.21)	$953.78
769716	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.30)	$953.69
769715	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($30.71)	$952.28
769714	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($26.09)	$956.90
769713	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($22.09)	$960.89
769712	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769711	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769710	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769709	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769708	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769707	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769706	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769704	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($49.41)	$933.57
769703	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($47.09)	$935.90
769702	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($47.30)	$935.68
769701	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($26.04)	$956.94
769700	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($26.10)	$956.88
769699	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($26.16)	$956.83
769698	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($26.22)	$956.77
769697	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($47.83)	$935.15
769696	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($47.94)	$935.05
769695	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($47.74)	$935.24
769694	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($62.50)	$920.48
769693	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($47.49)	$935.49
769692	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769691	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Sutton Fields PID II
NIA #2-5 Assessment Roll Summary
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expense	Excess Interest for Reserves	TIRZ Credit	2021-22 Annual Installments
769690	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769689	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769688	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769687	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769686	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769685	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769684	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769683	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769682	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769681	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769680	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769679	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769678	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769677	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769676	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769675	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769674	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	$0.00	$982.99
769673	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($22.09)	$960.89
769672	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($26.09)	$956.90
769671	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769670	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769669	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($22.09)	$960.89
769668	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($22.09)	$960.89
769667	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($22.09)	$960.89
769666	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769665	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769664	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	$0.00	$982.99
769663	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769662	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769661	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769660	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.68)	$953.31
769659	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769658	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769657	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769656	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769655	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769654	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769653	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769652	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769651	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769650	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769649	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769648	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769647	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769646	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.68)	$953.31
769645	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.68)	$953.31
769644	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769643	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769642	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769641	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769640	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769639	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769638	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769637	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769636	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769635	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769634	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769633	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769632	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769631	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769630	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.68)	$953.31
769629	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($47.49)	$935.49
769628	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769627	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($22.09)	$960.89
769626	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($22.09)	$960.89
769625	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769624	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769623	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769622	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769621	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769620	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769619	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769618	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Sutton Fields PID II
NIA #2-5 Assessment Roll Summary
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expense	Excess Interest for Reserves	TIRZ Credit	2021-22 Annual Installments
769617	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($22.09)	$960.89
769616	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($22.09)	$960.89
769615	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769614	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769613	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769612	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769611	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769610	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769609	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769608	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($47.49)	$935.49
769607	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($26.09)	$956.90
769606	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	$0.00	$982.99
769605	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($22.09)	$960.89
769604	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769603	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769602	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769601	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769600	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769599	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769598	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769597	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769596	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769595	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769594	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	$0.00	$982.99
769593	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769592	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769591	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769590	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769589	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769588	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769587	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769586	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($47.49)	$935.49
769585	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($47.49)	$935.49
769584	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769583	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769582	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769581	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769580	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769579	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769578	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769577	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($22.09)	$960.89
769576	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($22.09)	$960.89
769575	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($22.09)	$960.89
769574	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769573	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769572	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769571	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769570	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769569	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769568	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769567	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769566	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769565	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($22.09)	$960.89
769564	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($26.09)	$956.90
769563	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($41.47)	$941.52
769562	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($41.60)	$941.38
769561	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($41.73)	$941.26
769560	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($25.09)	$957.90
769559	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($25.17)	$957.82
769558	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($25.24)	$957.75
769557	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($23.20)	$959.78
769556	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($23.27)	$959.71
769555	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($42.51)	$940.48
769554	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($42.63)	$940.35
769553	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($42.76)	$940.23
769552	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($42.89)	$940.09
769551	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($43.02)	$939.97
769550	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($23.70)	$959.29
769549	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($26.00)	$956.99
769548	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($26.02)	$956.96
769547	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($26.10)	$956.88
769546	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($23.99)	$958.99
769545	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($26.25)	$956.73

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Sutton Fields PID II
NIA #2-5 Assessment Roll Summary
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expense	Excess Interest for Reserves	TIRZ Credit	2021-22 Annual Installments
769544	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($26.33)	$956.65
769543	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($26.41)	$956.58
769542	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($26.49)	$956.50
769541	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($26.56)	$956.42
769540	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($26.64)	$956.35
769539	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.49)	$958.50
769538	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.56)	$958.43
769537	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.63)	$958.36
769536	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.70)	$958.29
769535	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($27.03)	$955.96
769534	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($27.11)	$955.88
769533	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($27.18)	$955.80
769532	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($27.26)	$955.73
769531	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($96.60)	$886.39
769529	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.38)	$953.60
769528	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.79)	$954.20
769527	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.81)	$954.17
769526	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.84)	$954.14
769525	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.87)	$954.12
769524	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.90)	$954.09
769523	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.92)	$954.06
769522	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.95)	$954.03
769521	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.98)	$954.00
769520	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($99.15)	$883.83
769519	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.04)	$953.95
769518	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.06)	$953.92
769517	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.09)	$953.89
769516	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.12)	$953.87
769515	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.15)	$953.84
769514	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.84)	$953.15
769513	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($101.12)	$881.87
769512	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.23)	$953.75
769511	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.26)	$953.72
769510	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.29)	$953.70
769509	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.32)	$953.67
769508	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.35)	$953.64
769507	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.37)	$953.61
769506	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.40)	$953.58
769505	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.43)	$953.56
769504	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.46)	$953.53
769503	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.48)	$953.50
769502	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.51)	$953.47
769501	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.54)	$953.45
769500	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.57)	$953.42
769499	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($49.37)	$933.61
769498	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($31.26)	$951.73
769497	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($22.51)	$960.48
964952	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964953	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964954	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964955	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964956	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964957	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964958	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964959	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964960	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964961	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964962	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964963	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964964	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964965	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964966	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964967	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964968	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964969	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964970	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964971	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964972	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964973	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964974	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964975	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964976	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964977	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Sutton Fields PID II
NIA #2-5 Assessment Roll Summary
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expense	Excess Interest for Reserves	TIRZ Credit	2021-22 Annual Installments
964978	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964979	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964980	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964981	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964982	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964983	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964984	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964985	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964986	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964987	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964988	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964989	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964990	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964991	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964992	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964993	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964994	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964995	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964996	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964997	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964998	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964999	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965000	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965001	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965002	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965003	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965004	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965005	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965006	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965007	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965008	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
965009	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965010	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965011	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965012	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965013	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965014	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965015	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965016	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965017	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965018	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965019	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965020	1	70	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965021	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
965023	1	70	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965024	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965025	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965026	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965027	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965028	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965029	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965030	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965031	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
965032	1	70	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965033	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965034	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965035	1	70	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965036	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
965037	1	70	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965038	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965039	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965040	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965041	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965042	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965043	1	70	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965044	1	70	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965045	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965046	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965047	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965048	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965049	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965050	1	70	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965051	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Sutton Fields PID II
NIA #2-5 Assessment Roll Summary
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expense	Excess Interest for Reserves	TIRZ Credit	2021-22 Annual Installments
965052	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
965053	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965054	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965055	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965056	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965058	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965059	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965060	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965061	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965062	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965063	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965064	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965065	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965066	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965067	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965068	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965069	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965070	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965071	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965072	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965073	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965074	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965075	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965076	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965077	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965078	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965079	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965080	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965081	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965082	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965083	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965084	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965085	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965086	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965087	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965088	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965089	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965090	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965091	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965092	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965093	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965094	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965095	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965096	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965097	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965098	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965099	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965100	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965101	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965102	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965103	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965104	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965105	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965106	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965107	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965108	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965109	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965110	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965111	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965112	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965113	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965114	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965115	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965116	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965117	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965118	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965119	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965120	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965121	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965122	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965123	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965124	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965125	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Sutton Fields PID II
NIA #2-5 Assessment Roll Summary
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expense	Excess Interest for Reserves	TIRZ Credit	2021-22 Annual Installments
965126	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
972792	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972793	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972794	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972795	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972796	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972797	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972798	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972799	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972800	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972801	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972802	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972803	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972804	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972805	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972806	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972807	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972808	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972809	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972810	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972811	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972812	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972813	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972814	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972815	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972816	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972817	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972818	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972819	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
972820	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
972821	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
972822	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972823	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972824	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972825	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972826	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972827	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
972828	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972829	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972830	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972831	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972832	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972833	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972834	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972835	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972836	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972837	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972838	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972839	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972840	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972841	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972842	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972843	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972844	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972845	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972846	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972847	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972848	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972849	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972850	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972851	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972852	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972853	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972854	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972855	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972856	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972857	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
972858	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972859	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972860	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972861	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972862	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972863	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Sutton Fields PID II
NIA #2-5 Assessment Roll Summary
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expense	Excess Interest for Reserves	TIRZ Credit	2021-22 Annual Installments
972864	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972865	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972866	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972867	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972868	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972869	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972870	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972871	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972872	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972873	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972874	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972875	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972876	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972877	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972878	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972879	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972880	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972881	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972882	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972883	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972884	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972885	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972886	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972887	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972888	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972889	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972890	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972891	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972892	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
972893	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972894	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972895	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972896	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972897	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972898	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972899	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972900	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972901	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972902	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972903	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972904	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972905	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972906	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972907	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972908	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972909	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972910	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972911	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972912	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972913	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972914	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972915	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972916	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972917	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972918	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972919	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972920	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972921	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972922	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972923	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972924	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972925	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972926	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972927	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Sutton Fields PID II
NIA #2-5 Assessment Roll Summary
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expense	Excess Interest for Reserves	TIRZ Credit	2021-22 Annual Installments
972928	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972929	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972930	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972931	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972932	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972933	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972934	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972935	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972936	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
972937	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
HOA	0	0	$158,650	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total	**1,528**		**$15,865,000**	**100.00%**	**$375,000.00**	**$1,308,862.50**	**$25,000.00**	**$79,325.00**	**($33,587.67)**	**$1,754,599.83**

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

APPENDIX G
NEIGHBORHOOD IMPROVEMENT AREA #2 ASSESSMENT ROLL

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Appendix G
Neighborhood Improvement Area #2 Assessment Roll

Parcel(s)	**134236**
Assessment	**$1,905,000**

Year (a)	Principal	Interest (b)	Total Debt Service	Administrative Expenses (c)	Delinquency and Prepayment Reserve	Annual Installment (d)
9/1/2020	$0	$119,063	$119,063	$25,500	$0	$144,563
9/1/2021	$5,000	$80,831	$85,831	$20,096	$8,350	$114,277
9/1/2022	$5,000	$80,625	$85,625	$20,498	$8,325	$114,448
9/1/2023	$5,000	$80,419	$85,419	$20,908	$8,300	$114,627
9/1/2024	$5,000	$80,213	$85,213	$21,326	$8,275	$114,814
9/1/2025	$5,000	$80,006	$85,006	$21,753	$8,250	$115,009
9/1/2026	$5,000	$79,800	$84,800	$22,188	$8,225	$115,213
9/1/2027	$5,000	$79,594	$84,594	$22,631	$8,200	$115,425
9/1/2028	$5,000	$79,388	$84,388	$23,084	$8,175	$115,647
9/1/2029	$5,000	$79,181	$84,181	$23,546	$8,150	$115,877
9/1/2030	$5,000	$78,975	$83,975	$24,017	$8,125	$116,117
9/1/2031	$5,000	$78,769	$83,769	$24,497	$8,100	$116,366
9/1/2032	$5,000	$78,563	$83,563	$24,987	$8,075	$116,625
9/1/2033	$5,000	$78,356	$83,356	$25,487	$8,050	$116,893
9/1/2034	$5,000	$78,150	$83,150	$25,996	$8,025	$117,171
9/1/2035	$5,000	$77,944	$82,944	$26,516	$8,000	$117,460
9/1/2036	$5,000	$77,738	$82,738	$27,047	$7,975	$117,760
9/1/2037	$5,000	$77,531	$82,531	$27,588	$7,950	$118,069
9/1/2038	$10,000	$77,325	$87,325	$28,139	$7,925	$123,389
9/1/2039	$10,000	$76,913	$86,913	$28,702	$7,875	$123,490
9/1/2040	$10,000	$76,500	$86,500	$29,276	$7,825	$123,601
9/1/2041	$165,000	$76,075	$241,075	$29,862	$7,775	$278,712
9/1/2042	$175,000	$69,063	$244,063	$30,459	$6,950	$281,472
9/1/2043	$180,000	$61,625	$241,625	$31,068	$6,075	$278,768
9/1/2044	$190,000	$53,975	$243,975	$31,689	$5,175	$280,839
9/1/2045	$200,000	$45,900	$245,900	$32,323	$4,225	$282,448
9/1/2046	$205,000	$37,400	$242,400	$32,970	$3,225	$278,595
9/1/2047	$215,000	$28,688	$243,688	$33,629	$2,200	$279,517
9/1/2048	$225,000	$19,550	$244,550	$34,302	$1,125	$279,977
9/1/2049	$235,000	$9,988	$244,988	$34,988	$2,300	$282,276
Total	**$1,905,000**	**$2,098,144**	**$4,003,144**	**$805,072**	**$201,225**	**$5,009,441**

(a) The 9/1/XX dates represent the fiscal year end for the bonds, and the installments are due on the immediately prior January 31st

(b) Interest rate is 4.125% through 2039 and 4.250% thereafter.

(c) Preliminary estimate, will be updated in Annual Service Plan Updates.

(d) The 9/1/2020 Annual Installments were calculated and billed under the Neighborhood Improvement Area #2 Reimbursement Agreement.

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Sutton Fields PID II
NIA #2 Assessment Roll Summary
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expenses	Excess Interest for Reserves	2021-22 Annual Installments
740806	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740807	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740808	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740809	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740810	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740811	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740812	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740813	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740814	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740815	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740816	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740817	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740818	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740819	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740820	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740821	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740822	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740823	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740824	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740825	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740826	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740827	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740828	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740829	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740830	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740831	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740832	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740833	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740834	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740835	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740836	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740837	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740838	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740839	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740840	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740841	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740842	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740843	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740844	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740845	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740846	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740847	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740848	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740849	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740850	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740851	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740852	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740853	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740854	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740855	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740856	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740857	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740858	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740859	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740860	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740861	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740862	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740863	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740864	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740865	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740866	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740867	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740868	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Sutton Fields PID II
NIA #2 Assessment Roll Summary
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expenses	Excess Interest for Reserves	2021-22 Annual Installments
740869	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740870	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740871	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740872	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740873	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740874	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740875	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740876	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740877	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740878	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740879	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740880	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740881	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740882	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740883	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740884	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740885	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740886	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740887	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740888	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740889	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740890	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740891	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740892	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740893	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740894	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740895	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740896	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740897	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740898	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740899	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740900	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740901	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740902	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740903	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740904	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740905	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740906	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740907	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740908	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740909	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740910	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740911	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740912	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740913	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740914	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740915	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740916	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740917	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740918	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740919	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740920	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740921	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740922	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740923	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740924	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740925	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740926	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740927	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740928	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740929	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740930	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740931	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Sutton Fields PID II
NIA #2 Assessment Roll Summary
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expenses	Excess Interest for Reserves	2021-22 Annual Installments
740932	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740933	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740934	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740935	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740936	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740937	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740938	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740939	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
740940	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740941	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740942	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740943	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740944	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740945	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740946	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740947	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740948	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
740949	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740950	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740951	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740952	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740953	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740954	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740955	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740956	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740957	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740958	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740959	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740960	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740961	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740962	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740963	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
740964	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740965	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740966	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740967	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740968	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740969	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
740970	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
740971	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
740972	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
740973	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
740974	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
740975	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740976	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
Total	**162**		**$1,900,000**	**100.00%**	**$5,000.00**	**$80,625.00**	**$13,505.66**	**$9,500.00**	**$108,630.66**

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

APPENDIX H
NEIGHBORHOOD IMPROVEMENT AREA #3 ASSESSMENT ROLL

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Appendix H
Neighborhood Improvement Area #3 Assessment Roll

Parcel(s) **52810, 52744, 52760, 52721**
Assessment **$4,450,000**

Year (a)	Principal	Interest (b)	Total Debt Service	Administrative Expenses (c)	Delinquency and Prepayment Reserve	Annual Installment (d)
9/1/2020	$0	$171,967	$171,967	$25,000	$0	$196,967
9/1/2021	$0	$188,744	$188,744	$35,000	$22,250	$245,994
9/1/2022	$15,000	$188,744	$203,744	$35,700	$22,250	$261,694
9/1/2023	$15,000	$188,125	$203,125	$36,414	$22,175	$261,714
9/1/2024	$15,000	$187,506	$202,506	$37,142	$22,100	$261,749
9/1/2025	$15,000	$186,888	$201,888	$37,885	$22,025	$261,798
9/1/2026	$15,000	$186,269	$201,269	$38,643	$21,950	$261,862
9/1/2027	$15,000	$185,650	$200,650	$39,416	$21,875	$261,941
9/1/2028	$15,000	$185,031	$200,031	$40,204	$21,800	$262,035
9/1/2029	$15,000	$184,413	$199,413	$41,008	$21,725	$262,146
9/1/2030	$15,000	$183,794	$198,794	$41,828	$21,650	$262,272
9/1/2031	$15,000	$183,175	$198,175	$42,665	$21,575	$262,415
9/1/2032	$15,000	$182,556	$197,556	$43,518	$21,500	$262,574
9/1/2033	$20,000	$181,938	$201,938	$44,388	$21,425	$267,751
9/1/2034	$20,000	$181,113	$201,113	$45,276	$21,325	$267,714
9/1/2035	$20,000	$180,288	$200,288	$46,182	$21,225	$267,694
9/1/2036	$20,000	$179,463	$199,463	$47,105	$21,125	$267,693
9/1/2037	$20,000	$178,638	$198,638	$48,047	$21,025	$267,710
9/1/2038	$20,000	$177,813	$197,813	$49,008	$20,925	$267,746
9/1/2039	$20,000	$176,988	$196,988	$49,989	$20,825	$267,801
9/1/2040	$25,000	$176,163	$201,163	$50,988	$20,725	$272,876
9/1/2041	$385,000	$175,100	$560,100	$52,008	$20,600	$632,708
9/1/2042	$400,000	$158,738	$558,738	$53,048	$18,675	$630,461
9/1/2043	$415,000	$141,738	$556,738	$54,109	$16,675	$627,522
9/1/2044	$435,000	$124,100	$559,100	$55,191	$14,600	$628,891
9/1/2045	$455,000	$105,613	$560,613	$56,295	$12,425	$629,333
9/1/2046	$475,000	$86,275	$561,275	$57,421	$10,150	$628,846
9/1/2047	$495,000	$66,088	$561,088	$58,570	$7,775	$627,432
9/1/2048	$520,000	$45,050	$565,050	$59,741	$5,300	$630,091
9/1/2049	$540,000	$22,950	$562,950	$60,936	$2,700	$626,586
Total	**$4,450,000**	**$4,760,910**	**$9,210,910**	**$1,382,728**	**$540,375**	**$11,134,014**

(a) The 9/1/XX dates represent the fiscal year end for the bonds, and the installments are due on the immediately prior January 31st
(b) Interest rate is 4.125% through 2039 and 4.250% thereafter.
(c) Preliminary estimate, will be updated in Annual Service Plan Updates.
(d) Does not include capitalized interest.

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Sutton Fields PID II
NIA #3 Assessment Roll Summary
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expenses	Excess Interest for Reserves	2021-22 Annual Installments
757500	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
757494	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757493	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757492	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757491	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757490	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757489	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757488	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757487	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757486	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757485	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757484	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757483	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757482	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757481	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757480	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757479	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757478	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757477	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757476	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757475	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757474	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757473	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757472	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757471	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757470	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757469	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757468	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757467	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757466	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757465	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757464	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757463	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757462	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757461	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757460	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757459	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757458	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757457	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
757456	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757455	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757454	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757453	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757452	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757451	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757450	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757449	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757448	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757447	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757446	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757445	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757444	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757443	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757442	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757441	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757440	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757439	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757438	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757437	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757436	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757435	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757434	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757433	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757432	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Sutton Fields PID II
NIA #3 Assessment Roll Summary
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expenses	Excess Interest for Reserves	2021-22 Annual Installments
757431	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757430	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757429	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757428	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757427	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757426	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757425	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757424	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757423	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757422	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757421	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757420	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757419	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757418	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757417	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757416	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757415	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757414	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757413	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757412	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757411	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757410	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757409	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757408	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757407	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757406	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757405	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757404	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757403	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757402	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757401	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757400	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757399	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757398	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757397	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757396	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757395	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757394	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757393	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757392	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757391	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769773	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
769772	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
769765	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
769764	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
769763	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769762	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769761	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769760	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769759	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769758	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769757	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769756	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769755	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769754	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769753	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769752	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769751	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769750	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769749	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769748	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769747	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769746	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769745	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Sutton Fields PID II
NIA #3 Assessment Roll Summary
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expenses	Excess Interest for Reserves	2021-22 Annual Installments
769744	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769743	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769742	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769741	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769740	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769739	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769738	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769737	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769736	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769735	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769734	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769733	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769732	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769731	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769730	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769729	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769728	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769727	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769726	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769725	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769724	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769723	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769722	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769721	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769720	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769719	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769718	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769717	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769716	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769715	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769714	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769713	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769712	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769711	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769710	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769709	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769708	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769707	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769706	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769704	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769703	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769702	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769701	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769700	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769699	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769698	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769697	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769696	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769695	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769694	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769693	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769692	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769691	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769690	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769689	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769688	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769687	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769686	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769685	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769684	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769683	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769682	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769681	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769680	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Sutton Fields PID II
NIA #3 Assessment Roll Summary
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expenses	Excess Interest for Reserves	2021-22 Annual Installments
769679	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769678	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769677	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769676	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769675	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769674	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769673	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769672	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769671	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769670	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769669	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769668	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769667	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769666	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769665	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769664	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769663	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769662	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769661	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769660	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769659	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769658	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769657	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769656	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769655	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769654	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769653	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769652	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769651	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769650	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769649	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769648	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769647	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769646	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769645	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769644	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769643	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769642	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769641	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769640	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769639	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769638	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769637	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769636	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769635	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769634	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769633	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769632	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769631	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769630	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769629	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769628	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769627	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769626	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769625	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769624	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769623	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769622	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769621	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769620	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769619	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769618	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769617	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769616	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Sutton Fields PID II
NIA #3 Assessment Roll Summary
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expenses	Excess Interest for Reserves	2021-22 Annual Installments
769615	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769614	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769613	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769612	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769611	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769610	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769609	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769608	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769607	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769606	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769605	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769604	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769603	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769602	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769601	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769600	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769599	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769598	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769597	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769596	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769595	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769594	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769593	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769592	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769591	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769590	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769589	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769588	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769587	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769586	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769585	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769584	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769583	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769582	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769581	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769580	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769579	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769578	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769577	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769576	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769575	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769574	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769573	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769572	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769571	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769570	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769569	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769568	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769567	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769566	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769565	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769564	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769563	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769562	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769561	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769560	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769559	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769558	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769557	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769556	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769555	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769554	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769553	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769552	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Sutton Fields PID II
NIA #3 Assessment Roll Summary
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expenses	Excess Interest for Reserves	2021-22 Annual Installments
769551	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769550	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769549	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769548	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769547	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769546	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769545	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769544	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769543	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769542	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769541	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769540	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769539	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769538	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769537	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769536	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769535	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769534	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769533	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769532	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769531	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769529	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769528	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769527	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769526	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769525	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769524	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769523	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769522	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769521	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769520	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769519	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769518	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769517	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769516	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769515	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769514	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769513	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769512	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769511	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769510	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769509	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769508	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769507	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769506	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769505	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769504	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769503	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769502	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769501	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769500	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769499	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769498	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769497	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
Total	**368**		**$4,450,000.00**	**100.00%**	**$15,000.00**	**$188,743.76**	**$30,494.34**	**$22,250.00**	**$256,488.10**

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

APPENDIX I
NEIGHBORHOOD IMPROVEMENT AREA #4 ASSESSMENT ROLL

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Appendix I
Neighborhood Improvement Area #4 Assessment Roll

Parcel(s) **751232, 751234, 134236**

Assessment **$4,000,000**

Year (a)	Principal	Interest (b)	Total Debt Service	Administrative Expenses (c)	Delinquency and Prepayment Reserve	Capitalized Interest	Annual Installment (d)
9/1/2021	$0	$152,167	$152,167	$0	$0	($152,167)	$0
9/1/2022	$5,000	$185,000	$190,000	$35,000	$20,000	$0	$245,000
9/1/2023	$5,000	$184,769	$189,769	$35,700	$19,975	$0	$245,444
9/1/2024	$5,000	$184,538	$189,538	$36,414	$19,950	$0	$245,902
9/1/2025	$5,000	$184,306	$189,306	$37,142	$19,925	$0	$246,374
9/1/2026	$5,000	$184,075	$189,075	$37,885	$19,900	$0	$246,860
9/1/2027	$5,000	$183,844	$188,844	$38,643	$19,875	$0	$247,362
9/1/2028	$5,000	$183,613	$188,613	$39,416	$19,850	$0	$247,878
9/1/2029	$5,000	$183,381	$188,381	$40,204	$19,825	$0	$248,410
9/1/2030	$5,000	$183,150	$188,150	$41,008	$19,800	$0	$248,958
9/1/2031	$5,000	$182,919	$187,919	$41,828	$19,775	$0	$249,522
9/1/2032	$5,000	$182,688	$187,688	$42,665	$19,750	$0	$250,102
9/1/2033	$5,000	$182,456	$187,456	$43,518	$19,725	$0	$250,699
9/1/2034	$5,000	$182,225	$187,225	$44,388	$19,700	$0	$251,313
9/1/2035	$5,000	$181,994	$186,994	$45,276	$19,675	$0	$251,945
9/1/2036	$5,000	$181,763	$186,763	$46,182	$19,650	$0	$252,594
9/1/2037	$5,000	$181,531	$186,531	$47,105	$19,625	$0	$253,262
9/1/2038	$5,000	$181,300	$186,300	$48,047	$19,600	$0	$253,947
9/1/2039	$5,000	$181,069	$186,069	$49,008	$19,575	$0	$254,652
9/1/2040	$5,000	$180,838	$185,838	$49,989	$19,550	$0	$255,376
9/1/2041	$320,000	$180,606	$500,606	$50,988	$19,525	$0	$571,120
9/1/2042	$335,000	$165,806	$500,806	$52,008	$17,925	$0	$570,739
9/1/2043	$350,000	$150,313	$500,313	$53,048	$16,250	$0	$569,611
9/1/2044	$365,000	$134,125	$499,125	$54,109	$14,500	$0	$567,734
9/1/2045	$380,000	$117,244	$497,244	$55,191	$12,675	$0	$565,110
9/1/2046	$395,000	$99,669	$494,669	$56,295	$10,775	$0	$561,739
9/1/2047	$410,000	$81,400	$491,400	$57,421	$8,800	$0	$557,621
9/1/2048	$430,000	$62,438	$492,438	$58,570	$6,750	$0	$557,757
9/1/2049	$450,000	$42,550	$492,550	$59,741	$4,600	$0	$556,891
9/1/2050	$470,000	$21,738	$491,738	$60,936	$2,350	$0	$555,023
Total	**$4,000,000**	**$4,683,511**	**$8,683,511**	**$1,357,728**	**$489,875**	**($152,167)**	**$10,378,947**

(a) The 9/1/XX dates represent the fiscal year end for the bonds, and the installments are due on the immediately prior January 31st.
(b) Interest rate is 4.125%.
(c) Preliminary estimate, will be updated in Annual Service Plan Updates.
(d) Does not include capitalized interest.

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Sutton Fields PID II
NIA #4 Assessment Roll Summary
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expenses	Excess Interest for Reserves	2021-22 Annual Installments
964952	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
964953	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
964954	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
964955	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
964956	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
964957	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
964958	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
964959	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
964960	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
964961	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
964962	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
964963	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
964964	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
964965	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
964966	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
964967	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
964968	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
964969	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
964970	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
964971	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
964972	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
964973	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
964974	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
964975	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
964976	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
964977	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
964978	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
964979	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
964980	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
964981	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
964982	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
964983	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
964984	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
964985	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
964986	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
964987	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
964988	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
964989	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
964990	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
964991	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
964992	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
964993	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
964994	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
964995	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
964996	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
964997	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
964998	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
964999	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
965000	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
965001	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
965002	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
965003	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
965004	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
965005	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
965006	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
965007	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
965008	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
965009	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
965010	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
965011	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
965012	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
965013	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
965014	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
965015	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Sutton Fields PID II
NIA #4 Assessment Roll Summary
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expenses	Excess Interest for Reserves	2021-22 Annual Installments
965016	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
965017	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
965018	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
965019	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
965020	1	70	$15,381	0.38%	$19.23	$634.48	$134.59	$76.91	$865.19
965021	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
965023	1	70	$15,381	0.38%	$19.23	$634.48	$134.59	$76.91	$865.19
965024	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
965025	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
965026	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
965027	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
965028	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
965029	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
965030	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
965031	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
965032	1	70	$15,381	0.38%	$19.23	$634.48	$134.59	$76.91	$865.19
965033	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
965034	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
965035	1	70	$15,381	0.38%	$19.23	$634.48	$134.59	$76.91	$865.19
965036	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
965037	1	70	$15,381	0.38%	$19.23	$634.48	$134.59	$76.91	$865.19
965038	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
965039	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
965040	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
965041	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
965042	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
965043	1	70	$15,381	0.38%	$19.23	$634.48	$134.59	$76.91	$865.19
965044	1	70	$15,381	0.38%	$19.23	$634.48	$134.59	$76.91	$865.19
965045	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
965046	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
965047	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
965048	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
965049	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
965050	1	70	$15,381	0.38%	$19.23	$634.48	$134.59	$76.91	$865.19
965051	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
965052	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
965053	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
965054	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
965055	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
965056	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
965058	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
965059	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965060	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965061	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965062	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965063	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965064	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965065	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965066	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965067	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965068	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965069	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965070	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965071	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965072	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965073	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965074	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965075	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965076	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965077	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965078	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965079	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965080	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965081	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Sutton Fields PID II
NIA #4 Assessment Roll Summary
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expenses	Excess Interest for Reserves	2021-22 Annual Installments
965082	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965083	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965084	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965085	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965086	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965087	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965088	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965089	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965090	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965091	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965092	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965093	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965094	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965095	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965096	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965097	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965098	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965099	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965100	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965101	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965102	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965103	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965104	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965105	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965106	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965107	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965108	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965109	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965110	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965111	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965112	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965113	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965114	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965115	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965116	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965117	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965118	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965119	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965120	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965121	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965122	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965123	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965124	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965125	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
965126	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972792	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
972793	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
972794	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
972795	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
972796	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
972797	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
972798	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
972799	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
972800	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
972801	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
972802	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
972803	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
972804	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
972805	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
972806	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
972807	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
972808	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
972809	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
972810	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Sutton Fields PID II
NIA #4 Assessment Roll Summary
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expenses	Excess Interest for Reserves	2021-22 Annual Installments
972811	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
972812	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
972813	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
972814	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
972815	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
972816	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
972817	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
972818	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
972819	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
972820	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
972821	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
972822	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
972823	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
972824	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
972825	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
972826	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
972827	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
972828	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972829	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972830	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972831	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972832	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972833	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972834	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972835	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972836	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972837	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972838	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972839	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972840	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972841	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972842	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972843	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972844	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972845	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972846	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972847	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972848	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972849	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972850	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972851	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972852	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972853	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972854	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972855	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972856	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972857	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
972858	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972859	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972860	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972861	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972862	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972863	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972864	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972865	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972866	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972867	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972868	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972869	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972870	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972871	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972872	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972873	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972874	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Sutton Fields PID II
NIA #4 Assessment Roll Summary
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expenses	Excess Interest for Reserves	2021-22 Annual Installments
972875	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972876	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972877	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972878	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972879	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972880	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972881	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972882	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972883	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972884	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972885	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972886	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972887	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972888	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972889	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972890	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972891	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972892	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
972893	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972894	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972895	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972896	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972897	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972898	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972899	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972900	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972901	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972902	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972903	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972904	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972905	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972906	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972907	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972908	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972909	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972910	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972911	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972912	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972913	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972914	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972915	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972916	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972917	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972918	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972919	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972920	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972921	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972922	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972923	1	50	$12,514	0.31%	$15.64	$516.21	$109.50	$62.57	$703.93
972924	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
972925	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
972926	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
972927	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
972928	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
972929	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
972930	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
972931	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
972932	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
972933	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
972934	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
972935	1	60	$13,728	0.34%	$17.16	$566.28	$120.12	$68.64	$772.20
972936	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
972937	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
Total	**0**		**$4,000,000.00**	**100.00%**	**$5,000.00**	**$165,000.00**	**$35,000.00**	**$20,000.00**	**$225,000.00**

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

APPENDIX J-1
COMBINED NEIGHBORHOOD IMPROVEMENT AREA #5A AND PROPOSED NEIGHBORHOOD IMPROVEMENT AREA #5B ASSESSMENT ROLL

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Appendix J-1
Combined Neighborhood Improvement Area #5A and Proposed Neighborhood Improvement Area #5B
Assessment Roll

Parcel(s)	**Various**
Assessment	**$20,784,000**

Year (a)	Principal	Interest (b)	Total Debt Service	Administrative Expenses (c)	Delinquency and Prepayment Reserve	Capitalized Interest	Annual Installment
9/1/2022	$0	$883,320	$883,320	$100,000	$0	($883,320)	$100,000
9/1/2023	$185,000	$883,320	$1,068,320	$102,000	$103,920	$0	$1,274,240
9/1/2024	$190,000	$875,458	$1,065,458	$104,040	$102,995	$0	$1,272,493
9/1/2025	$200,000	$867,383	$1,067,383	$106,121	$102,045	$0	$1,275,548
9/1/2026	$205,000	$858,883	$1,063,883	$108,243	$101,045	$0	$1,273,171
9/1/2027	$215,000	$850,170	$1,065,170	$110,408	$100,020	$0	$1,275,598
9/1/2028	$220,000	$841,033	$1,061,033	$112,616	$98,945	$0	$1,272,594
9/1/2029	$230,000	$831,683	$1,061,683	$114,869	$97,845	$0	$1,274,396
9/1/2030	$240,000	$821,908	$1,061,908	$117,166	$96,695	$0	$1,275,768
9/1/2031	$245,000	$811,708	$1,056,708	$119,509	$95,495	$0	$1,271,712
9/1/2032	$255,000	$801,295	$1,056,295	$121,899	$94,270	$0	$1,272,464
9/1/2033	$260,000	$790,458	$1,050,458	$124,337	$92,995	$0	$1,267,790
9/1/2034	$275,000	$779,408	$1,054,408	$126,824	$91,695	$0	$1,272,927
9/1/2035	$285,000	$767,720	$1,052,720	$129,361	$90,320	$0	$1,272,401
9/1/2036	$295,000	$755,608	$1,050,608	$131,948	$88,895	$0	$1,271,450
9/1/2037	$305,000	$743,070	$1,048,070	$134,587	$87,420	$0	$1,270,077
9/1/2038	$315,000	$730,108	$1,045,108	$137,279	$85,895	$0	$1,268,281
9/1/2039	$330,000	$716,720	$1,046,720	$140,024	$84,320	$0	$1,271,064
9/1/2040	$350,000	$702,695	$1,052,695	$142,825	$82,670	$0	$1,278,190
9/1/2041	$1,205,000	$687,820	$1,892,820	$145,681	$80,920	$0	$2,119,421
9/1/2042	$1,250,000	$636,608	$1,886,608	$148,595	$74,895	$0	$2,110,097
9/1/2043	$1,295,000	$583,483	$1,878,483	$151,567	$68,645	$0	$2,098,694
9/1/2044	$1,350,000	$528,445	$1,878,445	$154,598	$62,170	$0	$2,095,213
9/1/2045	$1,405,000	$471,070	$1,876,070	$157,690	$55,420	$0	$2,089,180
9/1/2046	$1,460,000	$411,358	$1,871,358	$160,844	$48,395	$0	$2,080,596
9/1/2047	$1,520,000	$349,308	$1,869,308	$164,061	$41,095	$0	$2,074,463
9/1/2048	$1,575,000	$284,708	$1,859,708	$167,342	$33,495	$0	$2,060,544
9/1/2049	$1,645,000	$217,770	$1,862,770	$170,689	$25,620	$0	$2,059,079
9/1/2050	$1,705,000	$147,858	$1,852,858	$174,102	$17,395	$0	$2,044,355
9/1/2051	$1,774,000	$75,395	$1,849,395	$177,584	$8,870	$0	$2,035,849
Total	**$20,784,000**	**$19,705,763**	**$40,489,763**	**$4,056,808**	**$2,214,405**	**($883,320)**	**$45,877,655**

(a) The 9/1/XX dates represent the fiscal year end for the bonds, and the installments are due on the immediately prior January
(b) Interest rate is estimated at 4.25% and includes 0.5% additional interest for Delinquency and Prepayment Reserve.
(c) Preliminary estimate, will be updated in Annual Service Plan Updates.

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

APPENDIX J-2
NEIGHBORHOOD IMPROVEMENT AREA #5A ASSESSMENT ROLL

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Appendix J-2
Neighborhood Improvement Area #5A Assessment Roll

Parcel(s)	**122875, 52680, 52690, 52751, 52810, 52744, 52721, 52760, 52763**
Assessment	**$7,300,000**

Year (a)	Principal	Interest (b)	Total Debt Service	Administrative Expenses (c)	Delinquency and Prepayment Reserve	Capitalized Interest	Annual Installment
9/1/2022	$0	$310,250	$310,250	$35,000	$0	($310,250)	$35,000
9/1/2023	$65,000	$310,250	$375,250	$35,700	$36,500	$0	$447,450
9/1/2024	$65,000	$307,488	$372,488	$36,414	$36,175	$0	$445,077
9/1/2025	$70,000	$304,725	$374,725	$37,142	$35,850	$0	$447,717
9/1/2026	$70,000	$301,750	$371,750	$37,885	$35,500	$0	$445,135
9/1/2027	$75,000	$298,775	$373,775	$38,643	$35,150	$0	$447,568
9/1/2028	$75,000	$295,588	$370,588	$39,416	$34,775	$0	$444,778
9/1/2029	$80,000	$292,400	$372,400	$40,204	$34,400	$0	$447,004
9/1/2030	$85,000	$289,000	$374,000	$41,008	$34,000	$0	$449,008
9/1/2031	$85,000	$285,388	$370,388	$41,828	$33,575	$0	$445,791
9/1/2032	$90,000	$281,775	$371,775	$42,665	$33,150	$0	$447,590
9/1/2033	$90,000	$277,950	$367,950	$43,518	$32,700	$0	$444,168
9/1/2034	$95,000	$274,125	$369,125	$44,388	$32,250	$0	$445,763
9/1/2035	$100,000	$270,088	$370,088	$45,276	$31,775	$0	$447,139
9/1/2036	$105,000	$265,838	$370,838	$46,182	$31,275	$0	$448,294
9/1/2037	$105,000	$261,375	$366,375	$47,105	$30,750	$0	$444,230
9/1/2038	$110,000	$256,913	$366,913	$48,047	$30,225	$0	$445,185
9/1/2039	$115,000	$252,238	$367,238	$49,008	$29,675	$0	$445,921
9/1/2040	$120,000	$247,350	$367,350	$49,989	$29,100	$0	$446,439
9/1/2041	$425,000	$242,250	$667,250	$50,988	$28,500	$0	$746,738
9/1/2042	$440,000	$224,188	$664,188	$52,008	$26,375	$0	$742,571
9/1/2043	$455,000	$205,488	$660,488	$53,048	$24,175	$0	$737,711
9/1/2044	$475,000	$186,150	$661,150	$54,109	$21,900	$0	$737,159
9/1/2045	$495,000	$165,963	$660,963	$55,191	$19,525	$0	$735,679
9/1/2046	$515,000	$144,925	$659,925	$56,295	$17,050	$0	$733,270
9/1/2047	$535,000	$123,038	$658,038	$57,421	$14,475	$0	$729,934
9/1/2048	$555,000	$100,300	$655,300	$58,570	$11,800	$0	$725,670
9/1/2049	$580,000	$76,713	$656,713	$59,741	$9,025	$0	$725,479
9/1/2050	$600,000	$52,063	$652,063	$60,936	$6,125	$0	$719,123
9/1/2051	$625,000	$26,563	$651,563	$62,155	$3,125	$0	$716,842
Total	**$7,300,000**	**$6,930,900**	**$14,230,900**	**$1,419,883**	**$778,900**	**($310,250)**	**$16,119,433**

(a) The 9/1/XX dates represent the fiscal year end for the bonds, and the installments are due on the immediately prior January

(b) Interest rate is estimated at 4.25% and includes 0.5% additional interest for Delinquency and Prepayment Reserve.

(c) Preliminary estimate, will be updated in Annual Service Plan Updates.

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

APPENDIX J-3
PROPOSED NEIGHBORHOOD IMPROVEMENT AREA #5B ASSESSMENT ROLL

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Appendix J-3
Proposed Neighborhood Improvement Area #5B Assessment Roll

Parcel(s)	**134236, 52810,52744, 751235, 751236, 660188**
Assessment	**$13,484,000**

Year (a)	Principal	Interest (b)	Total Debt Service	Administrative Expenses (c)	Delinquency and Prepayment Reserve	Capitalized Interest	Annual Installment
9/1/2022	$0	$573,070	$573,070	$65,000	$0	($573,070)	$65,000
9/1/2023	$120,000	$573,070	$693,070	$66,300	$67,420	$0	$826,790
9/1/2024	$125,000	$567,970	$692,970	$67,626	$66,820	$0	$827,416
9/1/2025	$130,000	$562,658	$692,658	$68,979	$66,195	$0	$827,831
9/1/2026	$135,000	$557,133	$692,133	$70,358	$65,545	$0	$828,036
9/1/2027	$140,000	$551,395	$691,395	$71,765	$64,870	$0	$828,030
9/1/2028	$145,000	$545,445	$690,445	$73,201	$64,170	$0	$827,816
9/1/2029	$150,000	$539,283	$689,283	$74,665	$63,445	$0	$827,392
9/1/2030	$155,000	$532,908	$687,908	$76,158	$62,695	$0	$826,760
9/1/2031	$160,000	$526,320	$686,320	$77,681	$61,920	$0	$825,921
9/1/2032	$165,000	$519,520	$684,520	$79,235	$61,120	$0	$824,875
9/1/2033	$170,000	$512,508	$682,508	$80,819	$60,295	$0	$823,622
9/1/2034	$180,000	$505,283	$685,283	$82,436	$59,445	$0	$827,163
9/1/2035	$185,000	$497,633	$682,633	$84,084	$58,545	$0	$825,262
9/1/2036	$190,000	$489,770	$679,770	$85,766	$57,620	$0	$823,156
9/1/2037	$200,000	$481,695	$681,695	$87,481	$56,670	$0	$825,846
9/1/2038	$205,000	$473,195	$678,195	$89,231	$55,670	$0	$823,096
9/1/2039	$215,000	$464,483	$679,483	$91,016	$54,645	$0	$825,143
9/1/2040	$230,000	$455,345	$685,345	$92,836	$53,570	$0	$831,751
9/1/2041	$780,000	$445,570	$1,225,570	$94,693	$52,420	$0	$1,372,683
9/1/2042	$810,000	$412,420	$1,222,420	$96,587	$48,520	$0	$1,367,527
9/1/2043	$840,000	$377,995	$1,217,995	$98,518	$44,470	$0	$1,360,983
9/1/2044	$875,000	$342,295	$1,217,295	$100,489	$40,270	$0	$1,358,054
9/1/2045	$910,000	$305,108	$1,215,108	$102,498	$35,895	$0	$1,353,501
9/1/2046	$945,000	$266,433	$1,211,433	$104,548	$31,345	$0	$1,347,326
9/1/2047	$985,000	$226,270	$1,211,270	$106,639	$26,620	$0	$1,344,529
9/1/2048	$1,020,000	$184,408	$1,204,408	$108,772	$21,695	$0	$1,334,875
9/1/2049	$1,065,000	$141,058	$1,206,058	$110,948	$16,595	$0	$1,333,600
9/1/2050	$1,105,000	$95,795	$1,200,795	$113,167	$11,270	$0	$1,325,232
9/1/2051	$1,149,000	$48,833	$1,197,833	$115,430	$5,745	$0	$1,319,007
Total	**$13,484,000**	**$12,774,863**	**$26,258,863**	**$2,636,925**	**$1,435,505**	**($573,070)**	**$29,758,223**

(a) The 9/1/XX dates represent the fiscal year end for the bonds, and the installments are due on the immediately prior January

(b) Interest rate is estimated at 4.25% and includes 0.5% additional interest for Delinquency and Prepayment Reserve.

(c) Preliminary estimate, will be updated in Annual Service Plan Updates.

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

EXHIBIT B

CITY OF CELINA, TEXAS
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the City Council of Celina, Texas on December 14, 2021 at or after 5:00 p.m. at the Celina City Council Chambers, 112 N. Colorado Street, Celina, Texas 75009. The public hearing will be held to consider proposed assessments to be levied against the assessable property within Neighborhood Improvement Area #5B of the Sutton Fields II Public Improvement District (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended.

The proposed Authorized Improvements to be undertaken at this time (the "Neighborhood Improvement Area #5B Improvements") include roadway improvements, water system improvements, sanitary sewer system improvements, storm drainage improvements, landscaping and irrigation improvements, and improvements similar to those described above, and costs related to the administration and operation of the District.

The total costs of the Neighborhood Improvement Area #5B Improvements, including administrative costs and the costs of issuing bonds, is approximately $26,500,000.

The boundaries of the District include approximately 622.779 acres of land generally located north of Parvin Road, east of FM 1385, south of FM 428, located within the City. The boundaries of Neighborhood Improvement Area #5B of the District include approximately 168.3 acres of land within the District, as more particularly described by a metes and bounds description is available at Celina City Hall and available for public inspection.

All written or oral objections on the proposed assessment within Neighborhood Improvement Area #5B of the District will be considered at the public hearing.

A copy of the proposed Neighborhood Improvement Area #5B Assessment Roll, which includes the assessments proposed to be levied against each parcel of land within Neighborhood Improvement Area #5B of the District that benefits from the Neighborhood Improvement Area #5B Improvements, is available for public inspection at the office of the City Secretary, 142 N. Ohio Street, Celina, Texas 75009.

Attachment: Draft Resolution (Sutton Fields II PID NIA Phase #5B Pre-SAP)

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Kim Brawner, Executive Director of Public Services
Date: November 9, 2021
Re:

Action Requested:
Authorize the City Manager of the City of Celina to enter into a Distribution Pole License Agreement with Grayson Collin Electric Cooperative (GCEC)

Background Information:

The City and Celina ISD entered into a Memorandum of Understanding on February 11, 2020 in which the Parties agreed to the creation and administration of a joint fiber network for the City's and District's current and future buildings. The Interlocal agreement (ILA) states that the City of Celina agrees to the conduct a study and/or develop concept plan for installing and developing a joint fiber network in phases ("Study") and, upon completion of the Study, negotiate an interlocal agreement with District detailing responsibilities and costs in regards to installing and developing a joint fiber network.

In April 2021, the City entered into a contract with Capco Communication Inc. to develop a master plan for a fiber network within the City of Celina. Capco has been finalizing the plan and should be completed by December 2021. As part of their plat, they have identified the need for installation of aerial fiber lines to provide connectivity. The attached Distribution Pole License Agreement will allow the City to install fiber on existing utility poles owned by GCEC.

Board Review/Citizen Input: NA

Alternatives: Council could not approve the agreement.

Financial Considerations: NA

Legal Review: Legal counsel has reviewed and approved this document.

Supporting Documents: Agreement

Staff Recommendation:
Approve

DISTRIBUTION POLE LICENSE AGREEMENT

BY AND BETWEEN

Grayson-Collin Electric Cooperative

AND

City of Celina

November 9, 2021

Attachment: Distribution Pole License Agreement with Grayson-Collin Comments FINAL 10.21.21 (GCEC Fiber Agreement)

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Attachment: Distribution Pole License Agreement with Grayson-Collin Comments FINAL 10.21.21 (GCEC Fiber Agreement)

DISTRIBUTION POLE LICENSE AGREEMENT

THIS DISTRIBUTION POLE LICENSE AGREEMENT (the "Agreement") is made and effective as of June 18, 2021 (the "Effective Date"), by and between Grayson Collin Electric Cooperative, Inc., a Texas Corporation ("GCEC"), and City of Celina, a home rule municipality ("Licensee").

RECITATIONS

1. GCEC is an electrical cooperative, transmitting and distributing electric power to its members in, among other places, the Service Area (as hereinafter defined).

2. GCEC owns or has acquired the right to use certain rights of way and easements in the Service Area for the construction and operation of its business and has installed distribution poles on portions of such rights of way and easements in connection with the construction and operation of its business.

3. Licensee is a(n)_____[electric service provider] [telephone service provider] [cable service provider] and desires to attach to and thereafter maintain its Equipment (as hereinafter defined) on Poles (as hereinafter defined) solely for the purpose of providing Service (as hereinafter defined) in the Service Area.

4. GCEC desires to allow Licensee to attach to and thereafter maintain its Equipment on Poles solely for the purpose of providing Service in the Service Area, pursuant to the terms and conditions of this Agreement.

AGREEMENT

For and in consideration of the mutual covenants, agreements and undertakings contained herein and other good and valuable consideration, the receipt and sufficiency of which arehereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

Capitalized terms used in this Agreement shall have the meaning set forth below. Capitalized terms not listed in this Article but defined elsewhere in this Agreement shall have the meaning set forth therein wherever such terms appear in this Agreement.

1.1. Affiliate shall mean any other person or entity directly or indirectly controlling or controlled by or under the direct or indirect common control with, a specified person or entity.

1.2. Authorized Representatives shall mean the individuals identified on **Attachment A** to this Agreement and any replacements for them made pursuant to the procedures prescribed in the Section entitled "Replacement of Authorized Representatives."

Attachment: Distribution Pole License Agreement with Grayson-Collin Comments FINAL 10.21.21 (GCEC Fiber Agreement)

1.3. Claims shall mean any and all claims, losses, expenses, damages, demands, judgments, attorneys' fees, causes of action, suits and liability, in tort, warranty, contract, or any other basis, and of every kind and character, including, without limitation, claims, losses, expenses, damages, demands, judgments, causes of action, suits and liability on account of personal injuries or death, damage to property or economic loss.

1.4. Equipment shall mean each contact of physical equipment of facilities to a Pole, such as MGN ground connections, wires, cables, guys, strands, electrical apparatus, materials or other apparatus affixed to a Pole, excluding pole numbers and warning signs, which are necessary for Licensee to provide Service, as specifically identified in **Attachment B**.

1.5. GCEC Party shall mean (a) GCEC; (b) any Affiliate of GCEC; (c) any director, officer, agent, servant, employee, independent contractor or supplier of GCEC or any Affiliate of it; or (d) any director, officer, agent, servant or employee of the independent contractors and suppliers of GCEC or any Affiliate of it.

1.6. Joint User shall mean a public utility company, municipality or other person or entity that has attachment privileges on any Pole.

1.7. Licensee Party shall mean (a) Licensee; (b) any Affiliate of Licensee; (c) any director, officer, agent, servant, employee, independent contractor, supplier, customer, advertiser, client, licensee or concessionaire of Licensee or any Affiliate of it; or (d) any director, officer, agent, servant, or employee of the independent contractor, supplier, customer, advertiser, client, licensee or concessionaire of Licensee or any Affiliate of it.

1.8. Party shall mean GCEC or Licensee; collectively GCEC and Licensee shall be referred to as "Parties."

1.9. Permit Application shall mean a written application in the form of **Attachment C** to this Agreement.

1.10. Poles shall mean distribution poles located within the boundaries of the areas in which GCEC provides electric utility service, each of which has a circuit with a nominal voltage of less than 69,000 volts, which are owned solely by GCEC; such term does not mean or include, without limitation, poles or other structures owned by GCEC that are used for the transmission, rather than distribution, of electric energy.

1.11. Service shall mean _____ [electric utility] [telecommunications] [cable] service.

1.12. Service Area shall mean the city(s), town(s) or unincorporated area(s) in which Licensee has the authority to provide Service.

1.13. Singular and Plural Words. The singular of a word shall also refer to the plural and vice versa, unless the context otherwise requires.

ARTICLE 2. GCEC GRANT OF LICENSE TO ATTACH, MAINTAIN, REPLACE, RELOCATE, REPAIR AND MODIFY EQUIPMENT ON POLES

Subject to the provisions of this Agreement, Licensee shall be permitted to attach Equipment to, and thereafter maintain, replace, relocate, repair, or modify its Equipment on, Poles, solely for the purpose of providing Service in the Service Area.

2.1. Poles to Which License Applies

Licensee shall not attach Equipment on any GCEC equipment or facilities other than Poles, including, without limitation, any portion of GCEC's underground duct system.

2.2. Use of Equipment

Licensee shall exercise its license under this Agreement solely to provide Service in the Service Area, all in accordance with the terms of this Agreement and any applicable franchise and/or permits needed to operate its Equipment and provide Service. Licensee shall not lease or sublet the Equipment to a third party, or otherwise allow a third party to attach its equipment to Licensee's Equipment.

2.3. GCEC's Right to Limit Use

GCEC may refuse Licensee permission to use any Pole or may require Licensee to replace, relocate, modify, remove or perform other work with respect to Licensee's Equipmenton any Pole. Nothing in this Agreement shall be construed to limit GCEC's right to prohibit, restrict or otherwise modify Licensee's use of any particular Pole after Licensee has received GCEC's permission to do so. If GCEC denies Licensee permission to use a Pole or such permission is revoked, Licensee shall have the right to make any other arrangement for its Equipment at any other location, subject to the provisions of Section 15.2 of this Agreement.

2.4. No Ownership of Poles

No use, however extended, of Poles under this Agreement shall create or vest in Licensee any ownership or property right in them, but Licensee's rights in such Poles shall be and remain a mere license terminable at any time as provided herein. Nothing in this Agreement shall be construed to compel GCEC to maintain any Pole for any period of time.

Attachment: Distribution Pole License Agreement with Grayson-Collin Comments FINAL 10.21.21 (GCEC Fiber Agreement)

ARTICLE 3. FRANCHISES, LICENSES AND RIGHTS OF WAY

3.1. Licensee's Representations and Warranties

Licensee represents and warrants that (a) it has obtained, or prior to any construction or other work by Licensee by which it contacts GCEC's property, it will obtain, all legally required franchises, licenses, waivers, consents, approvals, easements, rights of way and permits from all property owners, municipalities or others in the Service Area to construct and operate its Equipment and provide the Service in, over, under, along and across the present and future streets, highways, alleys and public ways of the Service Area; (b) it shall use its best efforts to maintain such franchises, licenses, waivers, consents, approvals, easements, rights of way and permits in full force and effect throughout the term of this Agreement; (c) it shall comply with such franchises, licenses, waivers, consents, approvals, easements, rights of way and permits in connection with its provision of Service; and (d) it shall promptly notify GCEC in writing of any change in the status of such franchises, licenses, waivers, consents, approvals, easements, rights of way and permits.

3.2. Licensee Must Obtain Own Easements

Each party shall be responsible for obtaining its own easements, rights-of-way, or entitlements. Upon GCEC's request, Licensee shall promptly deliver to GCEC documentation satisfactory to GCEC evidencing that all such franchises, licenses, waivers, consents, approvals, easements, rights of way and permits have been obtained. If Licensee at any time shall be prevented from placing or maintaining its Equipment on GCEC's Poles, no liability on account thereof shall attach to GCEC. If objection is made by property owners, municipalities or others to the use of its GCEC Poles by Licensee and Licensee is unable satisfactorily to adjust thematter within a reasonable time, at any time upon thirty (30) days written notice to Licensee, GCEC may require Licensee to remove its facilities from the Poles involved, and within thirty (30) days after receipt of said notice, Licensee shall remove its Equipment from such Poles at its sole expense. Should Licensee fail to remove its Equipment as herein provided, then Licensee shall pay all costs and charges that GCEC may incur by reason of the failure of Licensee to remove such Equipment, including any and all damages or penalties assessed against GCEC and any attorney fees and costs incurred by GCEC in connection therewith. Licensee confirms that ithas not relied, it is not presently relying, and it will not rely, on any representation or warranty of GCEC concerning (a) GCEC's existing or future rights of way, easements or other property rights, public or private, or (b) the condition or fitness for a particular purpose or use of any pole or poles or any other real or personal property or property right of GCEC.

3.3 GCEC's Negation of Certain Warranties

GCEC MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE (I) THAT LICENSEE SHALL HAVE ANY RIGHT-OF-WAY PRIVILEGES, EASEMENTS OR FRANCHISES; (II) THAT PERMISSION HAS BEEN GIVEN BY PROPERTY OWNERS, MUNICIPALITIES OR OTHERS FOR THE USE OF ITS POLES BY

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LICENSEE; (III) THAT ITS EXISTING OR FUTURE RIGHTS OF WAY, EASEMENTS OR OTHER PROPERTY RIGHTS, PRIVATE OR PUBLIC, WERE, ARE, OR WILL BE SUFFICIENT TO PERMIT THE ATTACHMENT, MAINTENANCE, REPLACEMENT, RELOCATION, REPAIR, MODIFICATION OR REMOVAL OF EQUIPMENT ON OR BETWEEN ANY POLES; OR (IV) REGARDING THE CONDITION OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF ANY POLE OR POLES OR ANY OF ITS OTHER REAL OR PERSONAL PROPERTY THAT LICENSEE MAY USE.

ARTICLE 4. ATTACHMENT, REPLACEMENT, RELOCATION AND MODIFICATION OF EQUIPMENT

4.1. Permit Applications for the Attachment, Replacement, Relocation or Modification of Equipment

Throughout the term of this Agreement, Licensee may designate a Pole or Poles on which it desires to attach, replace, relocate or modify any Equipment. Each such designation shall be made by Licensee by submitting to GCEC, at least thirty (30) days before the date whenLicensee desires to begin such work, a Permit Application, in such number and in such manneras prescribed by GCEC from time to time, signed by any Authorized Representative and specifying, in the appropriate spaces thereon, the type of work Licensee desires to perform and the Pole or Poles on which such work is to be performed, and providing drawings, data and specifications necessary to review and evaluate such Permit Application.

4.2. GCEC's Response to Permit Applications

GCEC shall deny, approve or conditionally approve each Permit Application for the attachment, replacement, relocation or modification of Equipment by returning one copy of it to Licensee reflecting its denial, approval or conditional approval in the appropriate spaces thereon. GCEC shall base any such denial or conditional approval upon insufficient capacity, reliability considerations, or safety or engineering standards, which GCEC applies in a non-discriminatory manner to all electric, telecommunication and cable service providers. Such safety or engineering standards shall include: (a) the National Electrical Code, (b) the National Electrical Safety Code, (c) the rules and regulations of the Occupational Safety & Health Administration ("OSHA"), (d) the standards prescribed by the Rural Utilities Service ("RUS"), and (e) other applicable laws or regulations of any governing authority, or regulatory body, having jurisdictionover the subject matter of this Agreement. GCEC shall, in connection with its review of a PermitApplication and upon reasonable notice and request, provide Licensee with access to GCEC's standards and procedures, as may be relevant and applicable to GCEC's denial or conditional approval of such Permit Application. Licensee shall reimburse GCEC, in accordance with Article 11, for all costs and expenses reasonably incurred by GCEC in reviewing and responding to each Permit Application, including, without limitation, costs incurred in inspecting the sites of proposed attachments.

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4.2.1. Approval Conditioned Upon Modifications to Permit Application

On the basis of the Standards, GCEC may approve a Permit Application for the attachment, replacement, relocation or modification of Equipment attached to Poles, on the condition that Licensee modify the application in any respect. In such event, GCEC shall return one copy of the Permit Application to Licensee reflecting such conditional approval and detailing the required modifications in the appropriate spaces thereon. If Licensee is willing to accept GCEC's modifications to the Permit Application, Licensee shall return that copy of the Permit Application to GCEC, within thirty (30) days of its receipt, signed by an appropriate Authorized Representative and reflecting Licensee's acceptance of the modifications in theappropriate spaces thereon. Upon its receipt by GCEC, the Permit Application, as modified, shall be deemed approved. Sections 4.2.2 and 4.2.3 are specific examples of situations in which GCEC may conditionally approve a Permit Application for the attachment, replacement, relocation or modification of Equipment. Those sections shall not be construed as limiting GCEC's right to conditionally approve Permit Applications in other situations or to impose otheror additional conditions in the future.

4.2.2. Approval Conditional Upon Payment of Expenses to Modify or Rearrange Existing Attachments

If approval of a Permit Application for the attachment, replacement, relocation or modification of Equipment will require a modification or rearrangement of the attachments of GCEC, GCEC Party, or a Joint User on any Pole, on the basis of the Standards, GCEC may approve the Permit Application on the condition that Licensee agrees to assume all risks andcosts associated with such modification or rearrangement. In such event, GCEC shall return one copy of the Permit Application to Licensee reflecting such conditional approval and detailing the attachments that must be modified or rearranged and the estimated cost of making the modifications and rearrangement in the appropriate spaces thereon. If Licensee is willing to assume all risks and costs associated with such modification or rearrangement, Licensee shall return that copy of the Permit Application to GCEC within thirty (30) days of its receipt, signed by an appropriate Authorized Representative and reflecting its acceptance of such risks and costsin the appropriate spaces thereon. The copy of the Permit Application shall be accompanied by payment of the amount of the estimated cost of making such modification or rearrangement. Upon receipt by GCEC of the modified Permit Application and accompanying payment, the Permit Application, as modified, shall be deemed approved.

4.2.3. Approval Conditional Upon Payment of the Costs of Replacing Poles

If approval of a Permit Application for the attachment, replacement, relocation or modification of Equipment will require the replacement of one or more Poles to accommodate the attachments of Licensee, GCEC Party, and any Joint Users on the basis of the Standards, in the exercise of its sole discretion, GCEC may approve the Permit Application on the condition that Licensee agrees to assume all risks and costs associated with the replacement of the existing Poles with new poles sufficient to accommodate the attachments of Licensee, GCEC Party, and any Joint Users. In such event, GCEC shall return a copy of the Permit Application to Licensee reflecting such conditional approval and specifying the conditions for approval in the appropriatespaces thereon. If Licensee is willing to assume all risks and costs associated with such

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replacement or modification, Licensee shall return that copy of the Permit Application to GCEC within thirty (30) days of its receipt, signed by an appropriate Authorized Representative and reflecting Licensee's acceptance of such risks and costs in the appropriate spaces thereon. The copy of the Permit Application shall be accompanied by payment of the amount of the estimated cost of making such replacement or modification. Upon receipt by GCEC of the modified Permit Application and accompanying payment, the Permit Application, as modified, shall be deemed approved. Upon request, GCEC will provide to Licensee documentation reasonably necessary to provide an accounting of all costs associated with the replacement of a Pole.

4.2.4. Proration of Cost of Replacing Poles or Modifying or Rearranging Attachments

If GCEC conditionally approves a Permit Application applicable to a Pole, pursuant to the provisions of Sections 4.2.2 or 4.2.3, and at or about the same time GCEC approves a request of a third party for use of such Pole, requiring that such Pole be replaced, or that attachments thereon be modified or rearranged to provide additional space for the attachments of Licensee, GCEC Party, and the third party, GCEC shall prorate between Licensee and the third party the cost of such modification, rearrangement or replacement. GCEC shall notify Licensee of such proration, and such modification, rearrangement or replacement shall take place as provided for in Sections 4.2.2 or 4.2.3.

4.3. Number and Priority of Permit Applications; Time to Respond

Licensee shall limit its submission of Permit Applications for the attachment,replacement, relocation or modification of Equipment to GCEC so as to allow GCEC to respond to them in an orderly and timely fashion. If Licensee submits more than one such Permit Application at the same time or submits additional such Permit Applications during the pendencyof another such Permit Application, Licensee shall designate in writing an order of priority for their review by GCEC. In the absence of such a designation, GCEC shall review them in the order of their submission.

With GCEC's prior express written consent, Licensee may submit Permit Applications that exceed the quantity limitations specified above for either Permit Applications or attachments. GCEC shall not withhold unreasonably its consent to such submittals, provided that the Parties shall first agree to a reasonable period of time, in excess of thirty (30) days,during which GCEC may review and respond to such submittals.

4.4. Location of Equipment on GCEC's Right of Way That Has Insufficient Poles

If Licensee desires to locate Equipment on any right of way, easement or other property right of GCEC on which no Poles or an insufficient number of Poles are located for Licensee's purposes, Licensee shall so notify GCEC. Within a reasonable time after the receipt of such notice, the Parties shall commence good faith negotiations to determine the location of poles that will meet the present or anticipated future service requirements of both GCEC and Licensee. At its option, GCEC may construct the necessary poles, and Licensee shall pay all of the costs associated with their construction. Notwithstanding such payment, such poles shall be owned byGCEC and Licensee shall not acquire any ownership or property interest in them. If GCEC

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declines to construct the necessary poles, at its option, Licensee may make such other arrangement as permitted by Section 15.2.

4.5. Approval of a Permit Application Required

Except as permitted by Sections 4.8 and 7.1, Licensee shall not attach, replace, relocate or modify Equipment on any Pole until after the Permit Application for such work has been approved by GCEC pursuant to the procedures described in this Article 4.

4.6. Unauthorized Work

Except as permitted by Sections 4.1, 4.8 and 7.1, in the event Licensee attaches, replaces, relocates or modifies Equipment on any Pole without first obtaining GCEC's approval of a Permit Application for such work, Licensee shall pay GCEC as a processing charge, upon receipt of an invoice therefore and in addition to any unpaid rental due for such Equipment and any other expenses or costs incurred by GCEC on account of such work, $50 for each such attachment, replacement, relocation or modification. In the event that the time of any unauthorized work cannot be determined, it shall be deemed to have occurred on the date succeeding the day on which the last joint physical inspection was made in accordance with Section 10.6. Upon notice from GCEC, Licensee, at its sole risk and expense, shall remove, replace, relocate or modify all or any portion of such Equipment within the time period specified in the notice. Licensee shall notify GCEC of the performance of such work within fifteen (15) days of its completion.

If Licensee fails to perform such work within the period specified in the notice, GCEC, without notice or demand to Licensee, may perform all or any portion of such work or remove all or any portion of the Equipment from such Pole.

4.7. Time to Complete Work After Approval of a Permit Application

After the approval of a Permit Application for the attachment, replacement, relocation or modification of Equipment, at Licensee's sole risk and expense, consistent with such approval, Licensee may attach, replace, relocate or modify the Equipment identified in the Permit Application on the specified Poles during a period of ninety (90) days from the date of its approval, but not thereafter unless a new Permit Application is submitted to, and approved by, GCEC pursuant to the procedures described in this Article 4.

4.8. Relocation, Replacement or Modification of Equipment at GCEC's Request

Upon written notice from GCEC, Licensee, at its sole risk and expense and within the period specified in the notice, shall replace, relocate or modify all or any portion of the Equipment on a Pole that GCEC requests in such notice. In the exercise of its sole discretion andin accordance with the provisions of Sections 6.1, 6.5 and 8, Licensee may remove all of the Equipment on the Pole within the time period specified in the notice instead of performing such work and provided that such removal does not create a safety hazard. Licensee may perform such work without prior notice to GCEC and without first submitting a Permit Application to

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GCEC; however, Licensee shall notify GCEC of the performance of such work within fifteen (15) days of its completion. If Licensee fails to perform such work within the period specified in the notice, without notice or demand to Licensee and at the sole risk and expense of Licensee, GCEC either may perform all or any portion of such work or remove all or any portion of the Equipment from such Pole.

4.9. Notice to GCEC

Licensee shall notify GCEC thirty (30) days before it begins any work authorized by a Permit Application approved by GCEC pursuant to the procedures prescribed by this Article 4. GCEC may have a representative present during all or any portion of such work. Licensee shall notify GCEC of the attachment, replacement, relocation or modification of Equipment on any Pole within fifteen (15) days of the completion of such work. The notice shall identify the natureof the work and the Equipment and Poles involved. GCEC may inspect all or any portion of such work at any time after its completion, for the purpose of: (a) initially evaluating the work, to determine if it was performed in accordance with the Permit Application and the Standards; and (b) subsequently evaluating any follow-up or "punch list" work performed by Licensee, reasonably determined to be necessary during the initial evaluation. Licensee shall reimburse GCEC for all expenses incurred by GCEC in connection with its representative's presence at or inspection of such work, as described herein. This Agreement shall govern all Equipment that Licensee attaches, replaces, relocates or modifies.

4.10. Guy Wires, Anchor Rods, Cross-arms And Brackets

Licensee shall not attach any (a) Equipment to any guy wires or anchor rods or (b) cross-arms or brackets to any Pole.

ARTICLE 5. MAINTENANCE AND REPAIR OF EQUIPMENT

5.1. Maintenance of Equipment

At its sole risk and expense, Licensee shall maintain all Equipment on Poles in a safe condition and in good repair. Licensee may perform maintenance and repair work without giving prior notice to, or obtaining the prior approval of, GCEC. If Licensee fails to maintain any such Equipment in a condition satisfactory to GCEC, GCEC, in the exercise of its sole discretion, without notice or demand to Licensee and at the sole risk and expense of Licensee, may perform such repairs or maintenance that it deems necessary and charge Licensee reasonable costs therefore.

5.2. Tree Trimming

At its sole risk and expense, Licensee shall perform all tree trimming required by Equipment being situated on Poles. Licensee may perform tree trimming without giving prior notice to, or obtaining the prior approval of, GCEC. If Licensee fails to perform tree trimming ina manner satisfactory to GCEC, GCEC, in the exercise of its sole discretion, without notice or

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demand to Licensee and at the sole risk and expense of Licensee, may perform any tree trimming that it deems necessary.

5.3. Inspection of Equipment by GCEC

At Licensee's sole risk and expense, GCEC may inspect all or any portion of the Equipment on any Pole, at any time and for any reason. Upon notice from GCEC, Licensee, at its sole risk and expense and within the period specified in the notice, shall perform any repair or maintenance work relating to the Equipment on any Pole specified in such notice. Licensee shallnotify GCEC of the performance of such work within fifteen (15) days of its completion. If Licensee fails to perform such work, GCEC, without notice or demand to Licensee and at thesole risk and expense of Licensee, either may perform all or any portion of such work or remove all or any portion of the Equipment from that Pole.

ARTICLE 6. REMOVAL OF EQUIPMENT

6.1. Voluntary Removal of Equipment by Licensee

In the exercise of its sole discretion, Licensee may remove any Equipment on any Pole, without prior notice to, or the prior approval of, GCEC. If in the exercise of its sole discretion, GCEC believes that such removal creates a safety hazard, Licensee, upon notice from GCEC and at its sole risk and expense, shall replace such Equipment or perform any other corrective action specified by GCEC in such notice within the time period specified therein. Licensee shall notify GCEC of the performance of such work within fifteen (15) days of its completion. If Licensee fails to perform such work within the period specified in the notice, GCEC, in the exercise of its sole discretion, without notice or demand to Licensee and at the sole risk and expense of Licensee, may perform all or any portion of such work.

6.2. Removal of Equipment Upon Abandonment of Pole, or Discontinuance of Utility Service

Upon notice from GCEC, at Licensee's sole risk and expense, Licensee shall remove all of the Equipment on any Pole that GCEC is abandoning or otherwise discontinuing its use of for purposes of providing electric utility service (including, without limitation, discontinuance due to the utility being required to relocate its facilities to underground locations). Licensee shall remove all such Equipment within thirty (30) days of receiving such notice.

6.3. Removal when GCEC Sells a Pole

In the event GCEC contracts to sell or sells a Pole on which Equipment is attached, GCEC shall notify Licensee of such fact. Unless Licensee obtains the permission of the new owner of the Pole to maintain its Equipment on the Pole, Licensee, at its sole risk and expense, shall remove the Equipment on it within the time period specified in such notice.

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6.4. Removal Upon Termination of this Agreement

At its sole risk and expense, Licensee shall remove all of the Equipment on all Poles within thirty (30) days of the termination of this Agreement.

6.5. Submission of Notice after Removal of Equipment on a Pole

Whenever Licensee removes any Equipment from a Pole, within fifteen (15) days thereafter, it shall submit to GCEC notice of such removal (the "Equipment Removal Notice") as provided in **Attachment D** and in such number and manner as prescribed by GCEC from time to time, signed by an appropriate Authorized Representative and identifying, in the appropriate spaces thereon the Equipment removed and the Pole from which it was removed.

6.6. Licensee's Failure to Timely Remove Equipment

In the event Licensee fails to remove all or any portion of the Equipment on any Pole within the time period required by the pertinent provision of this Article 6 or Section 12.4, GCEC, without notice or demand to Licensee, may remove such Equipment. Such removal shallbe at the sole risk and expense of Licensee and Licensee shall pay GCEC, upon receipt of an invoice therefore and in addition to any expenses incurred by it in connection with such removal,as a processing charge, $50 for each Pole from which Equipment is removed.

ARTICLE 7. EMERGENCIES

7.1. Licensee's Rights in an Emergency

In the event of an emergency, at its sole risk and expense, Licensee shall have the right to attach, replace, relocate or modify Equipment on any Pole without first obtaining GCEC's approval of a Permit Application for such work; provided, however, that before performing such work, an appropriate Authorized Representative shall obtain the oral approval of a representative of GCEC, with authority to provide such approval which shall not be unreasonably withheld, and provided further, however, that suchwork is performed within the time period and under such conditions as may be specified by such representative of GCEC. Any such oral approval shall be confirmed by Licensee to GCEC in writing within five (5) days of the performance of the work, and shall identify both the work performed and the Poles affected. If such emergency attachment, replacement, relocation or modification is not acceptable to GCEC for any reason, Licensee, at its sole risk and expense, shall remove, replace, relocate or modify all or any portion of such Equipment upon notice from GCEC and within the time period specified in the notice. Licensee shall notify GCEC of the performance of such work within fifteen (15) days of its completion. If Licensee fails to performsuch work, GCEC, without notice or demand to Licensee and at the sole risk and expense of Licensee, may either perform all or any portion of such work or remove the Equipment from the Pole.

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7.2. GCEC's Rights in an Emergency

In the event of an emergency, GCEC, without prior notice to Licensee and at Licensee's sole risk and expense, may permanently or temporarily replace, relocate, modify, remove or perform any other work in connection with the Equipment on any Pole. In such event, GCEC shall notify Licensee of both the work performed and the Pole affected by such work within a reasonable time after its performance.

ARTICLE 8. DISCHARGE OF LIENS; PERFORMANCE OF WORK

8.1. Discharge of Liens

Licensee agrees that it will not, directly or indirectly, create, incur, assume or suffer to exist any lien, whether mechanics, material man or other, resulting from any work performed pursuant to this Agreement or any act or claim against it, and at its sole expense, will promptly take any action as may be necessary to discharge any such lien.

8.2. Licensee's Performance of Work

All work performed by any Licensee Party pursuant to this Agreement shall be conducted in a safe, good and workmanlike manner and shall not interfere with the use of any equipment of any GCEC Party or any Joint User.

ARTICLE 9. TERM

If not terminated early in accordance with the provisions of Article 12, this Agreement shall continue in effect for a term of -three (3) years and thereafter until terminated as provided herein. This Agreement may be terminated in its entirety or with respect to any one or more of the Poles, or with respect to one or more designated areas in which GCEC provides utility service, at the end of said term, or at any time thereafter, by either Party giving to the other Party at least sixty (60) days' written notice.

ARTICLE 10. RENTAL AND OTHER PAYMENTS

10.1. Advance Rental Payment

In each calendar year during the term of this Agreement, Licensee shall make an advance rental payment to GCEC. During the month of January of each year, GCEC shall submit to Licensee an invoice designating the advance rental payment due for that year. The invoice shall be paid in accordance with the provisions of Sections 10.9 and 10.10.

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10.2. Computation of the Advance Rental Payment

The advance rental payment shall be equal to the rental payment specified in Section 10.3 times the total number of Equipment attachments on Poles on which Equipment is attached on January 1 of the calendar year for which the advance rental payment is being paid, as determined from the perpetual inventories maintained by the Parties pursuant to Section 10.6.

10.3. Rental Rate

The rental rate for each attachment of Equipment onto a Pole shall be in the amount specified in **Attachment E.**

10.4. Adjustments to Rental Rate

The rental rate set forth in Section 10.3 may be adjusted annually at the election of GCEC, as evidenced by the invoice submitted pursuant to Section 10.1. Such adjustment shall not exceed the consumer price index in the Dallas metropolitan area

10.5. Adjustment to the Advance Rental Payment

The advance rental payment specified in Section 10.1 shall be adjusted for all additional Poles to which Equipment is attached during any calendar year. After each calendar year of this Agreement, GCEC shall determine, according to the perpetual inventories specified in Section 10.6, all Poles to which Equipment was attached during that calendar year. If any additional attachments of Equipment are made during a calendar year, GCEC shall send Licensee an invoice for the difference between (x) the rental payment indicated to be payable hereunder as a result of the Poles and Equipment attachments existing or determined as of January 1 of the calendar year (according to the perpetual inventories specified in Section 10.6) plus such additional Poles and Equipment attachments and (y) the advance rental payment previously paid,which invoice shall be payable as specified in Section 10.9. However, the advance rental payment specified in Sections 10.1 and 10.2 shall not be adjusted during any calendar year on account of Licensee's replacement, removal, relocation or modification of Equipment on anyPole during that year.

10.6. Compilation of Permit Applications and Notices; Perpetual Inventories; Joint Physical Inspection

GCEC shall maintain a perpetual compilation of the Permit Applications and notices submitted to it pursuant to Articles 4 and 6. Licensee and GCEC jointly shall maintain perpetual inventories of the Equipment attachments on Poles and the Poles on which Equipment is attached. Such inventories shall be based upon the joint physical inspections specified in this Section 10.6 and the compilation of Permit Applications and notices required by this Section
10.6. The parties will conduct or will cause to have conducted a physical inspection of the Equipment attached to Poles, and the Poles to which such Equipment is attached, every three (3) years at a time designated by GCEC. Such inspection will be conducted by joint physical inspection, utilizing both Licensee and GCEC employees.

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All GCEC costs will be determined as indicated in Section 11.1 through 11.7 of this Agreement. Such inspections shall not operate to relieve Licensee of any responsibility, obligation or liability provided for under this Agreement.

10.7. Inspection of Books and Records

Each Party shall have reasonable access to those portions of the other Party's books and records, as may be necessary to resolve a material issue or concern regarding the other Party's compliance with its obligations under this Agreement. Such access will be granted upon reasonable notice and only during regular business hours.

10.8. Licensee's Payment of Costs and Expenses Incurred by GCEC

GCEC shall invoice Licensee from time to time for all costs and expenses incurred by it, pursuant to this Agreement.

10.9. Payment of Invoices

Within thirty (30) days of receipt, Licensee shall pay each invoice submitted to it by GCEC in accordance with the notice provisions of Article 20 herein. Any portion of an invoice not paid when due shall bear interest at the maximum rate allowed by law, unless such amount is disputed and is paid into escrow pursuant to Section 10.10 of this Agreement.

10.10. Disputed Invoices of Adjustments

Unless otherwise agreed to by the Parties, whenever Licensee in good faith disputes a payment, Licensee shall deposit the amount in dispute in an interest bearing escrow account acceptable to GCEC within the time period provided by Section 10.9. Any amount so deposited shall remain in such escrow account until the dispute is resolved. Upon resolution of the dispute, the interest earned on amounts invested shall be paid to the Party determined to be entitled to such amounts.

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ARTICLE 11. COSTS AND EXPENSES

11.1. Costs and Expenses

The actual and estimated costs and expenses that Licensee is required to pay GCEC pursuant to this Agreement shall be the sum of the costs set forth in this Article 11, as applicable:

11.1.1. Costs of Materials

GCEC's actual cost of materials, whether purchased expressly for any work performed under this Agreement or taken from stores, at the store issued or purchase order price thereof to GCEC, including freight, insurance and taxes (including sales, use, excise and other taxes that attach to or are measured by the value or cost of the items, but excluding taxes that are included in the purchasing and stores expense as set for in Section 11.1.4) plus any expenses incurred for storage, special transportation and handling; and

11.1.2. Costs of Contractors

The costs incurred by GCEC for work or materials supplied by contractors of GCEC; and

11.1.3. Costs of GCEC's Labor

The costs to GCEC for labor and work performed by its employees at the cost of all wages and salaries, including overtime pay and premiums paid to all such employees, including foremen, supervisors and inspectors, and including engineering, technical support andconstruction services personnel (including costs of engineering, technical support and construction services provided to GCEC by outside concerns), including travel time, plus employees' expenses such as travel expenses and labor-related expenses consisting of payroll burden for additional personnel costs such as social security contributions, unemployment and payroll taxes; and

11.1.4. Transportation Costs

The costs of transportation of equipment used in connection with work performed in connection with this Agreement to be priced at the cost per mile and/or per hour, dependent upon the type of equipment being used, in accordance with the rates GCEC charges for such use or its own accounting purposes (it being understood that the per mile and/or per hour rate is recalculated periodically and, therefore, the rates may vary from time to time); and

11.1.5. Miscellaneous Expense

The actual expenditures incurred by GCEC that are not included in Sections 11.1.1 through 11.1.5; examples of such costs include, without limitation, engineering consultant

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expenses, crew lodging and travel expenses, laboratory tests and equipment rental including charges for use of GCEC's major tools and major equipment; and

ARTICLE 12. DEFAULT AND TERMINATION

12.1. Default by Licensee

If Licensee:

1. fails to pay fully or to deposit in escrow all monies due GCEC on the date that the payment is due, pursuant to the provisions of Sections 10.1 and 10.7 through 10.9, and such failure shall continue, in whole or in part, for a period of more than thirty (30) days; or

2. fails to comply with any term, condition or covenant of this Agreement, other than any provision providing for the payment of monies due GCEC, and such failure remains uncured for a period of thirty (30) days following Licensee's receipt of written notice of the kind, character and nature of the failure by Licensee, or if such non-compliance reasonably cannot be cured within thirty (30) days of such notice, Licensee shall have not commenced to cure and satisfy the failure within thirty (30) days and shall not thereafter proceed to cure such failure with reasonable diligence and good faith; or

3. applies for or consents to the appointment of a receiver, trustee, custodian, or liquidator of all or substantially all of its assets under any bankruptcy, insolvency or other similar law; or

4. is adjudicated insolvent or files a voluntary petition seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law, or admits in writing its inability to pay its debts as they become due; or

5. makes a formal assignment for the benefit of its creditors; or

6. files a petition or answer seeking reorganization or arrangement with creditors or takes advantage of any bankruptcy, insolvency or other similar law; or

7. files an answer admitting the material allegations of or consenting to, or defaults in answering, a petition filed against it in any bankruptcy, reorganization or insolvency proceeding; or

8. allows to remain undismissed and unstayed for a period of sixty (60) days an involuntary case or other proceeding instituted in a court of competent jurisdiction by someone other than Licensee seeking reorganization of Licensee or appointing a receiver, trustee, custodian or liquidator of Licensee, or all or substantially all of its assets, under any bankruptcy, insolvency or similar law,

then in any such event, GCEC may pursue any one or more of the following remedies, without any notice or demand whatsoever to Licensee:

Attachment: Distribution Pole License Agreement with Grayson-Collin Comments FINAL 10.21.21 (GCEC Fiber Agreement)

1. cancel and terminate this Agreement in its entirety, or with respect to one or more designated areas in which GCEC provides utility service, or with respect to any one or more of the Poles; or

2. revoke Licensee's permission to use any Poles involved in such default or non-compliance; or

3. satisfy the obligations of Licensee to GCEC from the bond described in Section 14.8; or

4. institute suit or other adjudicatory proceedings.

If GCEC institutes suit or other adjudicatory proceedings and prevails then Licensee shall pay all of the costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by GCEC. GCEC's pursuit of any of the remedies in this Section 12.1shall not preclude GCEC from pursuing any other remedies provided in this Agreement or otherwise provided by law, nor shall GCEC's pursuit of any remedy provided in this Agreement constitute a forfeiture or waiver of any payment of monies due to GCEC under this Agreement orof any damages accruing to GCEC by reason of Licensee's failure to comply with any of the terms, conditions or covenants of this Agreement.

12.2. Default by GCEC

If GCEC fails to comply with any term, condition or covenant of this Agreement and if (a) such non-compliance remains uncured for a period of thirty (30) days following GCEC's receipt of written notice from Licensee of the kind, character and nature of the non-compliance or (b) such non-compliance reasonably cannot be cured within thirty (30) days of such notice and GCEC shall have not commenced to cure and satisfy the non-compliance within thirty (30) days and shall not thereafter proceed to cure such non-compliance with reasonable diligence and good faith, then Licensee's sole remedies shall be a suit for specific performance or the termination and cancellation of this Agreement. If Licensee prevails then GCEC shall pay all costs and expenses, including without limitation, reasonable attorneys' fees, incurred by Licensee.

12.3. Survival

Upon the termination or cancellation of this Agreement, in whole or in part, for any reason (a) unless otherwise provided for in this Agreement, GCEC shall have no obligation to refund any monies paid by Licensee; (b) Licensee shall pay all monies owed to GCEC under this Agreement in accordance with the provisions of Article 10 and (c) all applicable provisions of this Agreement including, without limitation, this Article 12, shall survive such termination.

12.4. Termination Upon Licensee's Loss of its Franchise

In the event any franchise, license, permit, waiver, consent or easement held by Licensee is revoked, or is hereafter denied to Licensee for any reason, in whole or in part, Licensee's rights under this Agreement immediately shall terminate to such extent, and within thirty (30) days, Licensee shall remove such Equipment from Poles as may be required to comply with

Attachment: Distribution Pole License Agreement with Grayson-Collin Comments FINAL 10.21.21 (GCEC Fiber Agreement)

revocation or denial of authority. In such an event, GCEC, at its option, may terminate this Agreement in its entirety.

ARTICLE 13. INDEMNIFICATION OF GCEC PARTIES AND WAIVER OF CONSEQUENTIAL DAMAGES AND RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT

13.1. Licensee's Obligation to Indemnify

Licensee agrees to defend, protect, indemnify and hold harmless each GCEC Party from and against all Claims asserted by any person or entity, including, without limitation, any Licensee Party, in any way arising out of, related to, caused by or incident to this Agreement, including, but not limited to: (a) Claims arising out of, related to, caused by or incident to Licensee's breach of this Agreement or any representation, warranty, covenant or obligation of Licensee set forth herein; (b) Claims arising out of, related to, caused by or incident to the attachment, maintenance, replacement, relocation, repair, modification, removal, use or operation of, or in any other way arising out of, related to, caused by or incident to, Equipment or structures, guys and anchors installed for the purpose of supportingEquipment on or in the vicinity of Poles, or the poles of others on whichGCEC maintains facilities, including, without limitation, (i) any condition of the premises; (ii) separate operations being conducted on the premises; or (iii) the imperfection, whether latent or patent, of any Pole, material or equipmentfurnished by a GCEC Party; or (iv) any support or consulting services provided to GCEC pursuant to this Agreement; (c) Claims arising out of, relating to, caused by or incident to the provision of any Service; or (d) Claimsarising out of, related to, caused by or incident to any interruption, disruption, interference or termination of any Service. It is the express intent of the Parties that for purposes of this Section 13.1, Claims and Licensee's obligation to defend, protect, indemnify, and hold harmless shall include, but not be limited to, Claims arising out of, relating to, caused by or incident to any GCEC Party's sole or concurrent (a) negligence; (b) strict liability in tort;
(c) breach of warranty, express or implied; or (d) other fault of any nature unless the indemnified liability was the result of intentional or reckless misconduct or gross negligence on the part of GCEC.

13.2. Protection From Customer Claims

From and after the Effective Date of this Agreement, and prior to commencing to use any of its Equipment on the Poles to transmit any data, for, to, or on behalf of any of its customers, Licensee shall include one or more provisions in its contracts with such customers, in a form and with content reasonably acceptable to GCEC, whereby such customers shall: (a) release each

Attachment: Distribution Pole License Agreement with Grayson-Collin Comments FINAL 10.21.21 (GCEC Fiber Agreement)

GCEC Party from any claim or demand arising from or relating to Licensee's use of any of its Equipment on the Poles, to transmit any data; and (b) acknowledge and agree that each GCEC Party shall have the full benefit of any other limitation of liability, or other protection, to which Licensee is entitled with respect to such customers (whether by means of contract, tariff, or otherwise). The requirements of this Section 13.2 shall not require Licensee to amend any existing agreements that Licensee may have; provided, however, that, with respect to any such existing agreement, compliance with the requirements of this Section 13.2 shall be required at such time as such agreement is modified or amended in any respect. Further, each GCEC Party shall have the full benefit of any limitation of liability, or other protection, to which Licensee is presently or may hereafter be entitled with respect to such customers (whether by means of contract, tariff, or otherwise), to the extent such limitation or protection applies, expressly or by implication, GCEC Parties.

13.3. Licensee's Waiver of Consequential Damages

Under no circumstances whatsoever shall any GCEC Party be liable to any Licensee Party in contract, in tort (including sole or concurrent, actual or imputed, negligence, or strict liability), under any warranty, or otherwise for any special, indirect, incidental, or consequential loss or damage or loss of any nature, including, without limitation, for the cost of capital, loss of profits or revenues or the loss of use thereof, attorneys' fees (except as otherwise expressly provided for in this Agreement) or the cost of purchased or replacement services, or Claims of Licensee's customers, advertisers, users, clients, licensees, concessionaires, or any other person, firm or entity in such regard, and Licensee agrees to indemnify and hold each GCEC Party harmless in such regard.

13.4. No Liability for Damage to Equipment or Termination, Disruption or Interruption of Service

No GCEC Party shall have any liability to any Licensee Party for any expense, damage or loss caused, in whole or in part, by the action of any GCEC Party that damages or injures any Equipment or that terminates, disrupts or interrupts any Service. Notwithstanding the foregoing, GCEC shall be responsible for the lesser of the cost of repairing or replacing any equipment of a Licensee Party, including, without limitation, any Equipment, damaged as a result of the gross negligence or willful misconduct of any GCEC Party.

13.5. Licensee's Waiver of Rights and Remedies Under the Texas Deceptive Trade Practices-Consumer Protection Act

To the extent that the Texas Deceptive Trade Practices - Consumer Protection Act may be applicable to any Claim that Licensee may have against any GCEC Party in any way arising out of, related to, caused by or incident to this Agreement, Licensee waives the applicability of such Act to the maximum extent that it can now or in the future be waived. Notwithstanding the

Attachment: Distribution Pole License Agreement with Grayson-Collin Comments FINAL 10.21.21 (GCEC Fiber Agreement)

foregoing, nothing in this Agreement shall be construed as an admission by any Party that Licensee is a "consumer" as defined in such Act or that such Act is otherwise applicable to any GCEC Party, any Licensee Party or this Agreement.

13.6. Notice Of Claims To Licensee

Within a reasonable period after receiving or becoming aware of the assertion of any Claim within the scope of Section 13.1, GCEC shall notify Licensee of the assertion of such Claim. GCEC's failure to provide such notice shall not, however, alter or, in any manner, impair Licensee's obligations of indemnity, as provided for in Section 13.1.

ARTICLE 14. INSURANCE AND BOND TO BE PROVIDED TO GCEC BY LICENSEE

14.1. Coverage and Limits of Liability

Licensee, at its sole expense, shall maintain the following types of coverage and limits of liability during the term of this Agreement:

	Type of Coverage	Limits of Liability
(a)	Workers' Compensation Insurance including: Coverage for all applicable Federal or State Laws relating to the work performed.	Statutory
(b)	Primary Employer's Liability Insurance	$100,000
(c)	Public Liability and Property Damage Insurance (Commercial General and Excess Liability Combined) Minimum (per occurrence) requirements shall be determined by the total number of individual attachments to, or contacts between, Equipment and Poles (Equipment Attachments), as follows:	
	1 - 10,000 equipment attachments	$5,000,000
	10,001 or more equipment attachments	$10,000,000

Including:

- Employer's Liability Insurance;
- Coverage for damage caused by blasting, collapse, underground damage or explosion;
- Broad Form Property Damage;
- Products Liability and Completed Operations;
- Independent Contractors Broad Form;

Attachment: Distribution Pole License Agreement with Grayson-Collin Comments FINAL 10.21.21 (GCEC Fiber Agreement)

- Personal Injury;
- Additional Insured as required by contract;
- Blanket Contractual Liability on all written and oral contracts including liability assumed under this Agreement;
- Punitive Damages; and
- Waiver of subrogation.

(d) Comprehensive Automobile Liability — $5,000,000 per occurrence

Including:

- Coverage for all owned, hired or non-owned licensed automotive equipment.

(e) Such other insurance as GCEC may specify as necessary to provide protection from loss arising from ownership, lease, construction and/or operations off/on the property made subject to this Agreement.

(f) To the extent Licensee carries insurance in excess of the required Limits of Liability, this Agreement is amended torequire the Limits of Liability actually carried.

(g) Limits of Liability are subject to review by GCEC and shall be amended by Licensee upon request of GCEC by giving sixty (60) days' written notice to Licensee.

For a period of two (2) years following the termination of this Agreement, Licensee shall provide such public liability and property damage insurance, as applicable to products liability and completed operations, in the limits of liability specified above. Licensee may provide such coverage through an insurance company of its choosing.

14.2. Limitation of Liability

Licensee's liability under this Agreement is not limited to the amount of insurancecoverage required herein.

14.3. Release and Waiver of Subrogation

Licensee agrees to release and will require its insurers (by policy endorsement) to waive their rights of subrogation against GCEC, its parent and affiliated companies, its and their directors, officers, agents, servants, employees and/or independent contractors for loss under the policies of insurance described herein; damages to Licensee's properties and/or any other loss sustained by Licensee, whether insured or not.

Attachment: Distribution Pole License Agreement with Grayson-Collin Comments FINAL 10.21.21 (GCEC Fiber Agreement)

14.4. Proof of Coverage

Within ten (10) days of signing this Agreement and annually thereafter, Licensee shall supply to GCEC certified insurance certificates prepared by the insurance company or its representatives certifying that the insurance required by this Article 14 is in place. Licensee agrees to make all required insurance policies available for inspection upon GCEC's request.

14.5. Notification of Accident or Damage

Licensee shall notify GCEC within twenty-four (24) hours after any accident involving Licensee's Equipment attached to any Pole.

14.6. Enhancement

Nothing in this Article 14 nor the provision of any insurance or bond required by this Article 14 shall affect, limit or otherwise reduce the indemnity provisions set forth in Article 13.

14.7. Bond

Licensee shall furnish and maintain throughout the term of this Agreement, and thereafter until all of the obligations of Licensee have been fully performed, a bond, or other security satisfactory in form and content to GCEC in substitution therefore, in an amount equal to $10.00

Attachment: Distribution Pole License Agreement with Grayson-Collin Comments FINAL 10.21.21 (GCEC Fiber Agreement)

per actual Equipment attachment at any given time by Licensee to guarantee the payment of any sums which may become due to GCEC for rentals, for inspections, for work performed for the benefit of Licensee under this Agreement, including the removal of attachments upon termination of this Agreement, or for any expense that may be incurred by GCEC because of anydefault of Licensee. The amount of such bond or security is subject to increase at any time and from time to time to such amount as GCEC may reasonably determine to be necessary.

ARTICLE 15. NON-EXCLUSIVITY OF THIS AGREEMENT

15.1. GCEC

The license granted to Licensee hereunder with respect to any Pole shall be non-exclusive in that GCEC reserves the right to use any or all of such Pole for any lawful purpose or business or to lease or otherwise permit any other person or entity the right to lease or use any or all of such Pole for any lawful purpose.

15.2. Licensee

Licensee has and retains whatever rights it may have to install and construct its Equipment separate and apart from this Agreement; provided, however, that in no event shall Licensee make any use of GCEC's Poles or any other facilities or equipment of GCEC, except inaccordance with, and subject to, the terms and conditions of this Agreement; and provided further, however, that Licensee shall not locate poles, guys, or other facilities where they will (a) interfere with access to Poles or the operation of GCEC's electric system or (b) violate any provision of the National Electrical Safety Code.

ARTICLE 16. ASSIGNMENTS

16.1. Assignment by Licensee

In addition to the limitations provided for and without limiting Licensee's responsibilities under Section 2.2, Licensee shall not, without prior written consent of GCEC which shall not be unreasonably withheld (a) transfer, assign,delegate or sublet any of its rights or obligations under this Agreement or (b) allow a change-in- control of Licensee through ownership, sale, contractual right or otherwise.

16.2. Non-Release

No permitted transfer, assignment, delegation or subletting by Licensee shall release or relieve Licensee of any of its obligations under this Agreement, and Licensee shall remain fully obligated and liable to GCEC under this Agreement notwithstanding any such permitted transfer, assignment, delegation or subletting.

Attachment: Distribution Pole License Agreement with Grayson-Collin Comments FINAL 10.21.21 (GCEC Fiber Agreement)

16.3. Assignment by GCEC

GCEC may transfer, assign or delegate any of its rights or obligations under this Agreement at any time without the consent of or prior notice to Licensee. GCEC shall notify Licensee of any such transfer, assignment or delegation within thirty (30) days thereof.

16.4. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns where assignment is permitted by this Agreement.

ARTICLE 17. LICENSEE'S PAYMENT OF TAXES, ASSESSMENTS, FEES AND OTHER GOVERNMENTAL CHARGES

Licensee shall pay, in the normal course of business and before they become delinquent, all taxes, assessments, fees and other governmental charges of any kind whatsoever properly levied or assessed against it or against Licensee's business with regard to its Equipment, including, without limitation, all franchise, license, permit, and other fees due to the cities or other governmental bodies within the Service Area.

ARTICLE 18. APPLICABLE LAW

This Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of Texas. The venue of any legal proceeding relative to this Agreement shall be in a court of competent jurisdiction in Grayson County, Texas.

ARTICLE 19. COMPLETE AGREEMENT

This Agreement and all Attachments attached hereto shall constitute the entire, complete and final agreement of the Parties with respect to the subject matter hereof, and all prior negotiations, undertakings, understandings, representations, statements and agreements between the Parties with respect to the subject matter hereof are superseded by this Agreement.

ARTICLE 20. NOTICES

20.1. Method of Notice

Any notice, other than Permit Applications, required to be given or made in connection with this Agreement shall be in writing and shall be deemed properly or sufficiently given or made if (a) delivered in person with receipt acknowledged in writing by the person specified below; (b) sent by registered or certified mail, return receipt requested, to the person and address specified below; or (c) sent by confirmed telephonic document transfer to the person and fax number specified below:

Attachment: Distribution Pole License Agreement with Grayson-Collin Comments FINAL 10.21.21 (GCEC Fiber Agreement)

(a) If to Licensee:

_____
_____
_____
_____

Attn: _____
Fax Number:_____

(b) If to GCEC:

Grayson Collin Electric Cooperative, Inc.
P.O. Box 548
1096 North Waco
Van Alstyne, Texas 75495

Attn: David McGinnis and Pete Waldrip
Fax Number: 903.482.7173

Notices given or made pursuant to or in connection with this Agreement shall be effective as of the time of delivery to or receipt by the Party to whom such notice is addressed, provided, however, that no notice shall be effective unless it is given or made in compliance with this Section 20.1.

20.2. Change in Person's Address and Fax Number

The person, address or fax number of any Party to which notice shall be given pursuant to Section 20.1 may be changed at any time upon written notice given pursuant to Section 20.1 to the other Party.

ARTICLE 21. COMPLIANCE WITH LAWS

21.1. Licensee's Compliance

At its sole cost, Licensee shall operate, attach, replace, relocate, repair, modify and remove its Equipment on or from Poles in compliance with the Standards, and all other applicable constitutions, statutes, ordinances, rules, regulations, codes, orders, decisions, ordinances and decrees of all governmental bodies with jurisdiction over the subject matter ofthis Agreement. Where a difference in any of the foregoing specifications may exist, the more stringent shall apply.

Attachment: Distribution Pole License Agreement with Grayson-Collin Comments FINAL 10.21.21 (GCEC Fiber Agreement)

21.2. Severability

If any portion of this Agreement becomes or is determined by a governmental body with jurisdiction to be void, unenforceable, invalid or illegal, Licensee and GCEC shall modify to the extent they are able to do so such portion in a manner that preserves the intent and effect of such portion and the remainder of this Agreement to the maximum extent that is effective, enforceable, valid and legal. A void, unenforceable, invalid or illegal portion of this Agreement shall not affect the effectiveness, enforceability, validity or legality of the remainder of this Agreement.

ARTICLE 22. REPLACEMENT OF AUTHORIZED REPRESENTATIVES

Licensee may replace any or all of its Authorized Representatives at any time or from time to time by delivering to GCEC a written notice specifying: (a) the name of the new Authorized Representative; (b) if not an employee of Licensee, employer and relationship to Licensee; (c) title; (d) business address; (e) business telephone number; (f) the name of the Authorized Representative being replaced; and (g) the date when the change becomes effective. Unless otherwise specified in the notice, the new Authorized Representative shall have the same authority as the Authorized Representative being replaced. Upon good cause shown by GCEC:
(a) Licensee shall increase or decrease the number of Authorized Representatives or replace any or all of them and (b) GCEC may reject any replacement for an Authorized Representative.

ARTICLE 23. MODIFICATIONS AND WAIVERS

23.1. Modifications

Only written modifications of this Agreement duly authorized and signed by the Parties shall be effective, and no writing shall constitute a modification of this Agreement unless such writing is expressly identified as a modification with specific reference to the provisions of this Agreement to be modified. No modification shall be effective prior to the date such modification is signed by the Parties, unless such modification expressly so provides.

23.2. Waiver

No rights or duties under this Agreement shall be waived except as expressly provided in this Agreement or unless the Party having the right expressly waives such rights or duties in a written instrument identified as a waiver. Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

Attachment: Distribution Pole License Agreement with Grayson-Collin Comments FINAL 10.21.21 (GCEC Fiber Agreement)

ARTICLE 24. AGREEMENT FOR THE SOLE BENEFIT OF LICENSEE AND GCEC

This Agreement is entered into for the sole benefit of GCEC and Licensee and, where permitted, their respective successors and assigns. Nothing in this Agreement or in any approved Permit Application shall be construed as giving any benefits, rights, remedies or Claims to any other person, firm, corporation or other entity, including, without limitation, Licensee's orGCEC's customers, concessionaires and Licensees.

ARTICLE 25. RELATIONSHIPS OF THE PARTIES

Nothing in this Agreement shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partnership or joint venture between the Parties, it being understood and agreed that no such provision, or any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of licensor and licensee.

ARTICLE 26. EXISTING CONTRACTS SUPERSEDED

26.1. Existing Contracts

Any existing agreements between the Parties or their predecessors, regarding the attachment of Equipment to Poles are by mutual consent of the Parties hereby abrogated and superseded by this Agreement.

26.2. Operating Routines and Working Practices

Notwithstanding anything to the contrary in this Agreement, the Parties from time to time may prepare and implement such supplemental operating routines or working practices as they mutually agree in writing to be necessary or desirable to effectively administer the provisions of this Agreement.

ARTICLE 27. HEADINGS

Section and subsection headings are inserted in this Agreement for convenience of reference only and shall in no way modify or restrict any of the terms and provisions of this Agreement.

ARTICLE 28. EXECUTION IN COUNTERPARTS

This Agreement may be executed in several counterparts. All such counterparts, when executed and delivered, each as an original, shall constitute but one and the same instrument.

Attachment: Distribution Pole License Agreement with Grayson-Collin Comments FINAL 10.21.21 (GCEC Fiber Agreement)

ARTICLE 29. INTERPRETATION

No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party having or being deemed to have prepared, structured or dictated such provision.

ARTICLE 30. CONFIDENTIALITY

The parties acknowledge and agree that the terms and conditions of this Agreement are and shall be treated as confidential information, and Licensee shall not, without GCEC's prior express, written consent, disclose any terms and conditions of this Agreement to any third party; provided, however, that this confidentiality limitation shall not apply to submissions of information to courts or regulatory agencies, as and to the extent disclosure of any such termsand conditions is reasonably necessary to allow either Party to enforce the other Party's compliance with its obligations under this Agreement.

The following are attached to and hereby made a part of this order:

Attachment A	Authorized Representatives
Attachment B	Licensee's Equipment Contacts on GCEC's Distribution Poles
Attachment C	Permit Application
Attachment D	Equipment Removal Notice
Attachment E	Rate Schedule

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date and year first above written.

LICENSEE	GRAYSON COLLIN ELECTRIC COOPERATIVE, INC.
By: _____ Signature	By: _____ Signature
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Attachment: Distribution Pole License Agreement with Grayson-Collin Comments FINAL 10.21.21 (GCEC Fiber Agreement)

ATTACHMENT A

Authorized Representatives

Attachment: Distribution Pole License Agreement with Grayson-Collin Comments FINAL 10.21.21 (GCEC Fiber Agreement)

ATTACHMENT B

Licensee's Equipment Contacts on GCEC's Distribution Poles

Attachment: Distribution Pole License Agreement with Grayson-Collin Comments FINAL 10.21.21 (GCEC Fiber Agreement)

ATTACHMENT C

APPLICATION—PERMIT

For Joint Use of Poles

No. _____

To GRAYSON-COLLIN ELECTRIC COOPERATIVE, INC.
902 North Waco
Van Alstyne, Texas 75495

hereinafter refereed to as the Licensor; the applicant hereunder being hereinafter referred to as the Licensee

The following application is made for the use of your pole plant located as follows:

No. of Poles	Pole Numbers	*Type of Attachments	Annual Rental

***When character of circuits or type of attachments is changed, Licensee shall give 30 days notice to the Licensor of such contemplated change and in the event that the change is agreeable with Licensor, a revised Application—Permit will be prepared and executed by both parties, otherwise the change would be considered revoked.**

Pole locations and work to be performed are shown on the above diagram.

Licensee's initial payment, if any $ _____

The joint occupancy herein provided for and the work to be done hereunder shall be subject to the terms and conditions on the contract between *Grayson Collin Electric Cooperative* and _____ which shall constitute a specific agreement in connection herewith and shall supersede, except as to matters not covered herein, any provisions in other contracts, if any, heretofore entered into between the parties hereto or their predecessor companies.

Application made _____ 20____, By

Recommended by: _____ _____

Company

Approved by: _____ **By _____**

Title

_____ **20____, By**

THE ABOVE APPLICATION IS ACCEPTED AND THE PERMIT REQUESTED IS HEREBY GRANTED

GRAYSON-COLLIN ELECTRIC COOPERATIVE, INC.

Approved by: _____ **By: _____**

Title

Attachment: Distribution Pole License Agreement with Grayson-Collin Comments FINAL 10.21.21 (GCEC Fiber Agreement)

ATTACHMENT D

Equipment Removal Notice

APPLICATION—PERMIT-Removal

Removal of Joint Use of Poles

No. _____

To GRAYSON-COLLIN ELECTRIC COOPERATIVE, INC
902 North Waco
Van Alstyne, Texas 75495

hereinafter refereed to as the Licensor; the applicant hereunder being hereinafter referred to as the Licensee

The following application is made for the use of your pole plant located as follows:

No. of Poles	Pole Numbers	*Type of Attachments	Annual Rental

***When character of circuits or type of attachments is changed, Licensee shall give 30 days notice to the Licensor of such contemplated change and in the event that the change is agreeable with Licensor, a revised Application—Permit will be prepared and executed by both parties, otherwise the change would be considered revoked.**

Pole locations and work to be performed are shown on the above diagram.

Licensee's initial payment, if any $ _____

The joint occupancy herein provided for and the work to be done hereunder shall be subject to the terms and conditions on the contract between *Grayson Collin Electric Cooperative* and _____ which shall constitute a specific agreement in connection herewith and shall supersede, except as to matters not covered herein, any provisions in other contracts, if any, heretofore entered into between the parties hereto or their predecessor companies.

Application made _____ 20____, By

Recommended by: _____ **_____**
Company

Approved by: _____ **By _____**
Title

_____ 20____, By

THE ABOVE APPLICATION IS ACCEPTED AND THE PERMIT REQUESTED IS HEREBY GRANTED

GRAYSON-COLLIN ELECTRIC COOPERATIVE, INC.

Approved by: _____ **By: _____**
Title

Attachment: Distribution Pole License Agreement with Grayson-Collin Comments FINAL 10.21.21 (GCEC Fiber Agreement)

ATTACHMENT E

Rate Schedule

For 2018, each pole attachment will be at the annual rate of $21.00 and is subject to annual review and adjustment, per the Distribution Pole License Agreement.

Attachment: Distribution Pole License Agreement with Grayson-Collin Comments FINAL 10.21.21 (GCEC Fiber Agreement)

Attachment: Distribution Pole License Agreement with Grayson-Collin Comments FINAL 10.21.21 (GCEC Fiber Agreement)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Manager
CC: Mark Metdker, Public Safety Director
Date: November 9, 2021
Re: Fire Department Uniforms

Action Requested:
Consider and act to purchase Uniforms for the Fire Department through a cooperative contract with the City of Frisco from Galls, LLC in an amount not to exceed $70,000. (Berry)

Background Information:
Staff requests authorization to utilize the City of Frisco uniform contract with Galls, LLC through the following cooperative agreement.

- City of Frisco
- Contract #:1905-082

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

Alternatives:
Council may reject the purchase and direct staff.

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

Supporting Documents:
Quote

Staff Recommendation:
Authorize the purchase as recommended.

CITY OF FRISCO

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD
FRISCO, TEXAS 75034
TEL 972.292.5000
WWW.FRISCOTEXAS.GOV

May 10, 2021

Galls, LLC
1340 Russell Cave Rd.
Lexington, KY 40505
800-876-4242 Ext.4242
Cook-Wayne@galls.com
Wayne Cook

BVB #1905-082 **Fire Department Uniforms**

Award Date: **08/07/2019**
Contract Renewal Period: **08/07/2021 – 08/06/2022**

Gall's,

The City of Frisco is requesting a one year renewal to continue your services under the same terms and conditions on the above referenced contract. The City will issue Purchase Orders to you as necessary. This is the second of four optional one-year renewals.

Please acknowledge receipt of this letter by signing and emailing it to Steve Cone at scone@friscotexas.gov or you may fax it to 972-292-5586.

David Scheve
Name

05/19/2021
Date

Signature

*With new pricing, please see attached

We look forward to a continued successful business relationship. If you have any further questions, please contact the Purchasing Division at (972) 292 5542.

Sincerely,

Steve Cone, CPPB
Senior Buyer

Attachment: 1905-082 Signed Renewal Letter Galls 2021-2022 (Fire Department Uniforms FY 22)

1340 Russell Cave Road
Lexington, KY 40505

05/19/2021

Via *electronic mail*

Attn: Steven Cone
City of Frisco
6101 Frisco Square Blvd
Frisco, Texas 75034

Re: Contract No. 2019-402 Request for Renewal and Price Increase

Dear Contact:

Due to increased costs from our suppliers and changes to market conditions affecting labor, utility, and shipping costs, Galls is requesting a price increase on the affected goods and services provided by Galls on the Contract No. 2019-402 (the "Contract"),.

As evidence of the above and for your records, please find enclosed documentation supporting this request. Also enclosed is an updated pricing schedule detailing the increase.

This request is in accordance with the Contract and if approved will take effect on the renewal date or earliest effective date per the contract terms. If you have any questions, please contact Bradlee Sears at Sears-Bradlee@galls.com or 859-800-1401.

We appreciate your attention to this important matter.

Regards,

Tiffany Brewer
Senior Manager, Contract Compliance
Galls, LLC

Enclosure: CPI Information
Updated Pricelist
Vendor Price Increase Documentation

Attachment: 1905-082 Signed Renewal Letter Galls 2021-2022 (Fire Department Uniforms FY 22)

GALLS®
The Authority in Public Safety Equipment and Apparel

Customer:	City of Frisco Fire Department	Date:	5/26/2021
Attn:	0	Quote Number:	
Rep Name:	Renee Boyd		
Acct #:	1002021864		

GQ Item#	Mft Model #	Description	Current Price	New Price
HT4613		Department Logo Heat Transfer	$ 17.39	$ 18.12
ALTERATIONS		Department Logo Embroidered	$ 11.76	$ 12.26
ALTERATIONS		Name tape embroidered on like material	$ 8.95	$ 9.33
ALTERATIONS		Rank tape embroidered on like material	$ 8.95	$ 9.33
ALTERATIONS		Name direct embroidered	$ 7.93	$ 8.26
ALTERATIONS		Rank direct embroidered	$ 7.93	$ 8.26
ALTERATIONS		Name/Rank tape embroidered on like material	$ 8.95	$ 9.33
ALTERATIONS		Single bugle direct embroidered on collar	$ 8.44	$ 8.79
ALTERATIONS		2 vertical bugles direct embroidered on collar	$ 8.44	$ 8.79
ALTERATIONS		2 crossed bugles direct embroidered on collar	$ 8.44	$ 8.79
ALTERATIONS		3 crossed bugles direct embroidered on collar	$ 8.44	$ 8.79
ALTERATIONS		4 crossed bugles direct embroidered on collar	$ 8.44	$ 8.79
ALTERATIONS		5 crossed bugles direct embroidered on collar	$ 8.44	$ 8.79
ALTERATIONS		FD badge w/1 bugle embroidered on item	$ 11.51	$ 11.99
ALTERATIONS		FD badge w/2 vertical bugles embroidered on item	$ 11.51	$ 11.99
ALTERATIONS		FD badge w/2 crossed bugles embroidered on item	$ 11.51	$ 11.99
ALTERATIONS		FD badge w/3 crossed bugles embroidered on item	$ 11.51	$ 11.99
ALTERATIONS		FD badge w/4 crossed bugles embroidered on item	$ 11.51	$ 11.99
ALTERATIONS		FD badge w/5 crossed bugles embroidered on item	$ 11.51	$ 11.99
UX527 NAV RED	E1752N	Emergency Medical Technician Patch (EMT-B)	$ 3.07	$ 3.20

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UX524 RED NAV	E1750N		Paramedic Patch (Certified PM)	$	3.07	$ 3.20
UX525 RED NAV	E1749AN		Licensed PM patch including sew on	$	3.58	$ 3.73
ALTERATIONS			Department patch	$	3.58	$ 3.73
ALTERATIONS			Cost to sew on Department patch	$	3.58	$ 3.73
ALTERATIONS	ALT-TH		Pant length alterations	$	7.93	$ 8.26
ALTERATIONS			Dress Coat Years of Service Stars - Silver	$	18.41	$ 19.19
ALTERATIONS			Dress Coat Years of Service Stars - Gold	$	18.41	$ 19.19
ALTERATIONS	ALT-ST1		Dress coat - 1 gold full circle stripe on each sleeve	$	21.48	$ 22.39
ALTERATIONS	ALT-ST2		Dress coat - 2 gold full circle stripes on each sleeve	$	26.60	$ 27.72
ALTERATIONS	ALT-ST3		Dress coat - 3 gold full circle stripes on each sleeve	$	31.71	$ 33.04
ALTERATIONS	ALT-ST4		Dress coat - 4 gold full circle stripes on each sleeve	$	33.76	$ 35.18
ALTERATIONS	ALT-ST5		Dress coat - 5 gold full circle stripes on each sleeve	$	35.81	$ 37.31
				$	-	$ -
SW088	4630X		Quarter Zip Front Job Shirt, Black or Fire Navy	$	74.17	$ 77.28
SH734		8431	Dress Shirt Blue or White	$	44.50	$ 46.37
TU167	LP812		Industrial Flat Front Pant	$	17.14	$ 17.85
ZS778 NAV 28-42	400NMX-75-NB		Men's Firefighter Pant	$	113.04	$ 117.79
ZS778 NAV 44-50	400NMX-75-NB		Men's Firefighter Pant	$	132.99	$ 138.58
ZS796 NAV 28-42	402NMX-75-NB		Men's Full Cut Firefighter Pant	$	116.11	$ 120.99
ZS796 NAV 44-50	402NMX-75-NB		Men's Full Cut Firefighter Pant	$	136.06	$ 141.77
TU481 NAV 04-20	401NMX-75-NB		Women's Firefighter Pant	$	113.04	$ 117.79
TU481 NAV 2-22	401NMX-75-NB		Women's Firefighter Pant	$	132.99	$ 138.58
ZS781 NAV 38-50	730NMX-45-NB		Men's Firefigher Shirt, S/S	$	95.14	$ 99.13
ZS781 NAV 52-54	730NMX-45-NB	520	Men's Firefigher Shirt, S/S	$	117.13	$ 122.05
ZS781 NAV 56-58	730NMX-45-NB		Men's Firefigher Shirt, S/S	$	117.13	$ 122.05
SR606 NAV XS-XL	731NMX-45-NB		Women's Firefigher Shirt, S/S	$	94.63	$ 98.60
SR606 NAV 2X	731NMX-45-NB		Women's Firefigher Shirt, S/S	$	114.06	$ 118.86
ZA2330 NAV 34-50 R	735NMX-45-NB		Men's Firefigher Shirt, L/S	$	115.85	$ 120.72
ZA2330 NAV 52 -54 S	735NMX-45-NB		Men's Firefigher Shirt, L/S	$	146.54	$ 152.70
ZA2330 NAV 56-58 S	735NMX-45-NB		Men's Firefigher Shirt, L/S	$	146.54	$ 152.70
ZA2330 NAV 38-50 R	735NMX-45-NB		Men's Firefigher Shirt, L/S	$	115.85	$ 120.72
ZA2330 NAV 52-54 R	735NMX-45-NB		Men's Firefigher Shirt, L/S	$	146.54	$ 152.70
ZA2330 NAV 56-58 R	735NMX-45-NB		Men's Firefigher Shirt, L/S	$	146.54	$ 152.70
ZA2330 NAV 38-50 L	735NMX-45-NB		Men's Firefigher Shirt, L/S	$	146.54	$ 152.70

Attachment: 1905-082 Signed Renewal Letter Galls 2021-2022 (Fire Department Uniforms FY 22)

ZA2330 NAV 52-54 L	735NMX-45-NB		Men's Firefigher Shirt, L/S	$ 146.54	$ 152.70
ZA2330 NAV 56-58 L	735NMX-45-NB		Men's Firefigher Shirt, L/S	$ 146.54	$ 152.70
ZV752 NAV 38-50	700NMX-45-NB		Men's Fire Chief Shirt, S/S	$ 99.74	$ 103.93
ZV752 LTB 38-50	700NMX-45-LB		Nomex Shirt - Light Blue	$ 111.00	$ 115.66
ZW020 LTB 38-50	705NMX-45-LB		Nomex Shirt - LS - Light Blue	$ 119.18	$ 124.19
ZW020 NAV 38-50	705NMX-45-NB		Men's Fire Chief Shirt, L/S	$ 113.55	$ 118.32
ZW020 NAV 52-54	705NMX-45-NB		Men's Fire Chief Shirt, L/S	$ 143.22	$ 149.24
SW071 NAV	263TK67		Tecasefe S/S Polo	$ 85.93	$ 89.54
ST998 NAV	262TK67		Tecasafe L/S Polo	$ 93.60	$ 97.54
ZW173 NAV	475NX75NB		Rescue Pant	$ 151.40	$ 157.76
SW849 REG	72321-720		Job Shirt w/Canvas Details, Fire Navy	$ 57.29	$ 59.69
SW849 3X REG	72321-720		Job Shirt w/Canvas Details, Fire Navy	$ 64.45	$ 67.16
SW849 4X-5X	72321-720		Job Shirt w/Canvas Details, Fire Navy	$ 64.45	$ 67.16
SW849 XS-2X TALL	72321-720		Job Shirt w/Canvas Details, Fire Navy	$ 65.98	$ 68.75
SW849 3X TALL	72321-720		Job Shirt w/Canvas Details, Fire Navy	$ 65.98	$ 68.75
SW849 4X-5X TALL	72321-720		Job Shirt w/Canvas Details, Fire Navy	$ 65.98	$ 68.75
SW849	72321-720		Job Shirt w/Canvas Details, Fire Navy	$ 57.80	$ 60.23
TR506 28-44		74273	Men's Taclite Pro Ripstop Pants-All Color options	$ 47.06	$ 49.03
TR506 46-54	74273L		Men's Taclite Pro Ripstop Pants-All Color options	$ 56.27	$ 58.63
SR570 S-2X		71175	Men's Taclite Pro S/S Various Colors	$ 45.52	$ 47.44
SR570 3X		71175	Men's Taclite Pro S/S Various Colors	$ 53.20	$ 55.43
SR570 L-5X TALL		71175	Men's Taclite Pro S/S Various Colors	$ 53.20	$ 55.43
SR571 S-2X		72175	Men's Taclite Pro L/S Various Colors	$ 51.15	$ 53.30
SR571 3X		72175	Men's Taclite Pro L/S Various Colors	$ 55.24	$ 57.56
SR571 L-5X TALL		72175	Men's Taclite Pro L/S Various Colors	$ 55.24	$ 57.56
SW984 X-2X		71182	Men's Tactical Jersey Polo-All Colors	$ 37.85	$ 39.44
SW984 3X		71182	Men's Tactical Jersey Polo-All Colors	$ 53.20	$ 55.43
SW850 XS-2X		72314	Quarter Zip Front Job Shirt, Black or Fire Navy	$ 57.29	$ 59.69
SW850 3X		72314	Quarter Zip Front Job Shirt, Black or Fire Navy	$ 66.50	$ 69.29
SW850 L-5X TALL		72314	Quarter Zip Front Job Shirt, Black or Fire Navy	$ 65.47	$ 68.22
HW401	89250-019		Tactical Fleece Watch Cap, Black	$ 14.07	$ 14.66
JA487 S-2X	48027-019		Tactical 4 in 1 Patrol Jacket, Black	$ 235.29	$ 245.17
JA487 3X-6X	48027-019		Tactical 4 in 1 Patrol Jacket, Black	$ 241.43	$ 251.57
SW439 S-2X		41060	Men's Professional Polo S/S (all colors)	$ 37.85	$ 39.44

Attachment: 1905-082 Signed Renewal Letter Galls 2021-2022 (Fire Department Uniforms FY 22)

SW439 3X		41060	Men's Professional Polo S/S (all colors)	$ 41.94	$ 43.70
SW439 L-5X TALL		41060	Men's Professional Polo S/S (all colors)	$ 41.94	$ 43.70
SW456 S-2X		42056	Men's Professional Polo L/S (all colors)	$ 42.97	$ 44.77
SW456 3X		42056	Men's Professional Polo L/S (all colors)	$ 47.57	$ 49.57
SW456 L-5X TALL		42056	Men's Professional Polo L/S (all colors)	$ 47.57	$ 49.57
SR291 S-2X	71049 RED		Men's Performance Polo S/S	$ 37.85	$ 39.44
SR291 3X	71049 BLK		Men's Performance Polo S/S	$ 39.90	$ 41.57
SR291 L-5X TALL	71049 DKNV		Men's Performance Polo S/S	$ 41.94	$ 43.70
TS587 FNAV	511-71309-720		S/S T-Shirt - Navy	$ 19.18	$ 19.99
TS585 FNAV	511-72318-720		L/S T-Shirt - Navy	$ 24.55	$ 25.58
SW456 DKNV	42056 - 724		Professional Polo L/S - Navy	$ 41.94	$ 43.70
SW439 DKNV	41060-724		Professional Polo S/S - Navy	$ 45.01	$ 46.90
SW439 WHT	41060-010		S/S White Polo	$ 41.94	$ 43.70
SW850 FNAV	511.72314-720		Job Shirt	$ 58.31	$ 60.76
SR570	71175-010		S/S Chief Shirt - White	$ 46.04	$ 47.97
SR612 WHT	72345-010		L/S Chief Shirt - White	$ 49.10	$ 51.17
ST132 FNAV		72363	Water Resistant 1/4 zip Job Shirt	$ 69.56	$ 72.49
TR909 DKNV	74369-724		Tactical Stryke Pant	$ 75.70	$ 78.88
TT371 DKNV	73327-724		Tactical Stryke Pant	$ 73.66	$ 76.75
SJ273 GRY	F53554C020L		Uniform Polo - Grey	$ 18.16	$ 18.92
TS038	24737 sub 5280		T-Shirt, S/S, Navy	$ 5.88	$ 6.13
SH020 WHT	85R54		S/S Chief Shirt - White	$ 34.78	$ 36.24
SH018 WHT	35W54		L/S Chief Shirt - White	$ 45.01	$ 46.90
SR767 WHT	0527WH-00		S/S Chief Shirt - White	$ 51.15	$ 53.30
SR768 WHT	0227WH-00		L/S Chief Shirt - White	$ 56.27	$ 58.63
TS676 L-XL TALL	PC61T		Adult S/S Essential T-Shirt, 100% Soft Spun Cotton, Navy	$ 11.76	$ 12.26
TS676 2X TALL	PC61T		Adult S/S Essential T-Shirt, 100% Soft Spun Cotton, Navy	$ 14.58	$ 15.19
TS676 3X TALL	PC61T		Adult S/S Essential T-Shirt, 100% Soft Spun Cotton, Navy	$ 15.09	$ 15.72
TS676 4X TALL	PC61T		Adult S/S Essential T-Shirt, 100% Soft Spun Cotton, Navy	$ 15.86	$ 16.52
TS668	6307 substitute 519		Beefy T-Shirt, S/S, Any Color	$ 12.22	$ 12.74
TS680 SM-XL NAV		5180	Adult S/S Beefy-T, 100% Ring Spun Cotton, Any Color	$ 11.76	$ 12.26
TS680 2X NAV		5180	Adult S/S Beefy-T, 100% Ring Spun Cotton, Any Color	$ 14.83	$ 15.46
TS680 3X NAV		5180	Adult S/S Beefy-T, 100% Ring Spun Cotton, Any Color	$ 14.83	$ 15.46
TS790		6319	Beefy T-Shirt, L/S, Any Color	$ 10.74	$ 11.19

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TS790 SM-XL BLK		5186	Adult L/S Beefy-T, 100% Ring Spun Cotton, Any Color	$ 10.74	$ 11.19
TS790 BLK 2X		5186	Adult L/S Beefy-T, 100% Ring Spun Cotton, Any Color	$ 11.25	$ 11.73
TS790 BLK 3X		5186	Adult L/S Beefy-T, 100% Ring Spun Cotton, Any Color	$ 12.28	$ 12.79
Not available	W5269		Beefy T-Shirt, L/S Tall, Any Color	$ -	$ -
TS668 BLK SM-XL		5190	Beefy T-Shirt, S/S Pocketed, 100% Cotton, Any Color	$ 11.20	$ 11.67
TS668 BLK 2XTS668		5190	Beefy T-Shirt, S/S Pocketed, 100% Cotton, Any Color	$ 13.81	$ 14.39
TS668 BLK 3X		5190	Beefy T-Shirt, S/S Pocketed, 100% Cotton, Any Color	$ 13.81	$ 14.39
TS691 WHT SM-XL		2300	T-Shirt, S/S Pocketed, 100% Cotton, Any Color	$ 8.18	$ 8.53
TS691 WHT 2X		2300	T-Shirt, S/S Pocketed, 100% Cotton, Any Color	$ 11.25	$ 11.73
TS691 WHT 3X-4X		2300	T-Shirt, S/S Pocketed, 100% Cotton, Any Color	$ 14.32	$ 14.92
TS691 WHT 5X		2300	T-Shirt, S/S Pocketed, 100% Cotton, Any Color	$ 15.35	$ 15.99
TS015 WHT SM-XL		5596	T-Shirt, L/S Pocketed Tagless Comfort Soft, Any Color	$ 11.00	$ 11.46
TS015 WHT 2X		5596	T-Shirt, L/S Pocketed Tagless Comfort Soft, Any Color	$ 12.53	$ 13.06
TS015 WHT 3X		5596	T-Shirt, L/S Pocketed Tagless Comfort Soft, Any Color	$ 13.81	$ 14.39
TS306 WHT SM-XL		2410	T-Shirt, L/S Pocketed, 100% Cotton, Any Color	$ 12.28	$ 12.79
TS306 WHT 2X		2410	T-Shirt, L/S Pocketed, 100% Cotton, Any Color	$ 15.35	$ 15.99
TS306 WHT 3X		2410	T-Shirt, L/S Pocketed, 100% Cotton, Any Color	$ 16.37	$ 17.06
TS306 WHT 4X		2410	T-Shirt, L/S Pocketed, 100% Cotton, Any Color	$ 17.39	$ 18.12
TS306 WHT 5X		2410	T-Shirt, L/S Pocketed, 100% Cotton, Any Color	$ 17.39	$ 18.12
ST268 BLK SM- XL	F260		Ultimate Cotton Crewneck Sweatshirt - Any Color	$ 19.44	$ 20.25
ST268 BLK 2X/3X	F260		Ultimate Cotton Crewneck Sweatshirt - Any Color	$ 27.11	$ 28.25
ST269	F170 (F174)		Ultimate Cotton Heavyweight Pullover Hoodie	$ 17.14	$ 17.85
HW1963	PFX-450		Wool Ball Cap - Any Color	$ 12.28	$ 12.79
HW1961 NAV	PFX-120		Strechable Mesh Ball Cap - Any Color	$ 25.06	$ 26.12
HA692	2000S		96% Cotton, 4% Spandex Any color	$ 5.63	$ 5.86
HA694		3000	NuFit Logo flex sweatband any color	$ 6.14	$ 6.40
HA5500	W1710		Long Knit Beanie, Navy	$ 4.45	$ 4.64
HA696	W1700		Short Knit Beanie	$ 4.09	$ 4.26
HA5500F NAV		87	Acrylic Beanie, 12" long - Any Color	$ 15.35	$ 15.99
TT055 30-42	8840X - Discontinue		Men's Short Side Pocket Poly/Cotton Blend	$ 56.78	$ 59.16
TT055 44-48	8840X - Discontinue		Men's Short Side Pocket Poly/Cotton Blend	$ 59.85	$ 62.36
TR045 30-42	8821X		Men's 4-Pocket Pant Poly/Cotton Blend	$ 56.78	$ 59.16
TT056	8840WX		Women's Short Side Pocket Poly/Cotton Blend	$ 56.78	$ 59.16
TL041/TR1195	8836, 8836W		TENX Tactical Pant	$ 55.24	$ 57.56

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TR1382 /TR1645	8846, 8846W		TENX Tactical Shorts 28-42 44-50 52-54 0-22 24	$ 48.08	$ 50.10
				$ -	$ -
JX979	9845-04		Crosstech Response Jacket	$ 342.71	$ 357.10
JX980 XS-3X	9845-50		Crosstech 3 in 1 Response Jacket	$ 325.31	$ 338.98
JX980 4X	9845-50		Crosstech 3 in 1 Response Jacket	$ 438.87	$ 457.30
JX980 XS-3X TALL	9845-50		Crosstech 3 in 1 Response Jacket	$ 438.87	$ 457.30
JX980 4X TALL	9845-50		Crosstech 3 in 1 Response Jacket	$ 438.87	$ 457.30
JA040 XS-3X	9840-52-50-XX		Crosstech 3 in 1 Response Jacket - Hi Vis Yellow	$ 358.05	$ 373.09
JA040 4X	9840-52-50-XX		Crosstech 3 in 1 Response Jacket - Hi Vis Yellow	$ 465.47	$ 485.01
JA040 XS-3X TALL	9840-52-50-XX		Crosstech 3 in 1 Response Jacket - Hi Vis Yellow	$ 358.05	$ 373.09
JA040 4X TALL	9840-52-50-XX		Crosstech 3 in 1 Response Jacket - Hi Vis Yellow	$ 465.47	$ 485.01
JA250 XS-3X	9970V		Hi-Vis Supershell Jacket with Gore-tex	$ 332.48	$ 346.44
JA250 4X	9970V		Hi-Vis Supershell Jacket with Gore-tex	$ 424.55	$ 442.38
JA250 XS-3X TALL	9970V		Hi-Vis Supershell Jacket with Gore-tex	$ 332.48	$ 346.44
JA250 4X TALL	9970V		Hi-Vis Supershell Jacket with Gore-tex	$ 460.35	$ 479.68
JC872 S-XL REG & TA		9820	Tac Shell Jacket	$ 218.92	$ 228.12
JC594 2X-3X TALL		9820	Tac Shell Jacket	$ 259.84	$ 270.76
JA039 XS-XL		4650	Fleece Jacket	$ 66.50	$ 69.29
JA039 2X-4X		4650	Fleece Jacket	$ 74.68	$ 77.82
JC590 XS-2X		4660	Soft Shell Fleece Jacket	$ 119.69	$ 124.72
JC590 3X-4X		4660	Soft Shell Fleece Jacket	$ 129.92	$ 135.38
JA333 XS-2X		4670	Colorblock Soft Shell Fleece Jacket	$ 129.92	$ 135.38
JA333 3X-4X		4670	Colorblock Soft Shell Fleece Jacket	$ 145.27	$ 151.37
JA293 XS-2X		6110	Lightweight B-dry Jacket - Navy Blue	$ 139.13	$ 144.97
JA293 3X-4X		6110	Lightweight B-dry Jacket - Navy Blue	$ 186.19	$ 194.01
JA293 XS-2X		6110	Lightweight B-dry Jacket - Navy Blue	$ 148.34	$ 154.57
JA293 3X-4X		6110	Lightweight B-dry Jacket - Navy Blue	$ 186.19	$ 194.01
JA1448 S-XL	9870V		Superlight Hi-Vis Shell Jacket	$ 209.72	$ 218.52
JA1448 2X-3X	9870V		Superlight Hi-Vis Shell Jacket	$ 225.06	$ 234.51
JA1448 4X-5X	9870V		Superlight Hi-Vis Shell Jacket	$ 240.41	$ 250.50
JA1198 S-XL		4605	Softshell Fleece Pullover	$ 66.50	$ 69.29
JA1198 2X-3X		4605	Softshell Fleece Pullover	$ 71.61	$ 74.62
JA1198 4X-6X		4605	Softshell Fleece Pullover	$ 80.82	$ 84.21
JA060		61242	Diamond Quilted Jacket	$ 40.92	$ 42.64

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				$ -	$ -
SH734 145-195		8431	Dress Shirt - L/S Cotton Blend	$ 43.99	$ 45.84
SH734 205		8431	Dress Shirt - L/S Cotton Blend	$ 54.22	$ 56.50
SH738 30-44	8431W		Women's Dress Shirt - L/S Cotton Blend	$ 43.99	$ 45.84
SH738 46-52	8431W		Women's Dress Shirt - L/S Cotton Blend	$ 43.99	$ 45.84
SH733 S-XL		8421	Dress Shirt - S/S Cotton Blend	$ 36.83	$ 38.37
SH733 3X		8421	Dress Shirt - S/S Cotton Blend	$ 47.06	$ 49.03
SH733 2X		8421	Dress Shirt - S/S Cotton Blend	$ 41.94	$ 43.70
SH733 4X		8421	Dress Shirt - S/S Cotton Blend	$ 67.52	$ 70.35
SH737 30-44	8421W		Women's Dress Shirt - S/S Cotton Blend	$ 36.83	$ 38.37
SH737 46-54	8421W		Women's Dress Shirt - S/S Cotton Blend	$ 41.94	$ 43.70
SH095 145-175	P877		Dress Shirt, White, LS	$ 37.34	$ 38.91
SR750	P801LC		Womens White Dress Shirt	$ 47.06	$ 49.03
ZR024 145-185	HS1114		Men's L/S New Dimension Shirt, 65 Poly/35 Cotton, Light Blue	$ 38.87	$ 40.51
ZR024 19-22	HS1114		Men's L/S New Dimension Shirt, 65 Poly/35 Cotton, Light Blue	$ 50.13	$ 52.23
SR682 S-2X	HS1167		Women's L/S New Dimension Shirt, 65 Poly/35 Cotton, Light Blue	$ 38.87	$ 40.51
ZO743 145-185	HS1210		Men's S/S New Dimension Shirt, 65 Poly/35 Cotton, Light Blue	$ 33.76	$ 35.18
ZO743 19-20	HS1210		Men's S/S New Dimension Shirt, 65 Poly/35 Cotton, Light Blue	$ 35.81	$ 37.31
ZM149 S-2X	HS1268		Women's S/S New Dimension Shirt, 65 Poly/35 Cotton, Light Blue	$ 33.76	$ 35.18
TU312 28-50		8560	Men's ClassAct Pant, 75 Poly/25 Wool	$ 73.66	$ 76.75
TU312 52-54		8560	Men's ClassAct Pant, 75 Poly/25 Wool	$ 79.79	$ 83.15
TU313 2-20	8560W		Women's ClassAct Pant, 75 Poly/25 Wool	$ 73.66	$ 76.75
TU610 30-42	E320RN		Men's 4-Pocket Pant, Black	$ 45.01	$ 46.90
TR152 28-42		34291	Men's Legend 55 Poly/45 Wool Pant, Navy	$ 79.79	$ 83.15
TR152 44-50		34291	Men's Legend 55 Poly/45 Wool Pant, Navy	$ 79.79	$ 83.15
TR152 52-54		34291	Men's Legend 55 Poly/45 Wool Pant, Navy	$ 79.79	$ 83.15
TR152 56-58		34291	Men's Legend 55 Poly/45 Wool Pant, Navy	$ 79.79	$ 83.15
TR152 60 up		34291	Men's Legend 55 Poly/45 Wool Pant, Navy	$ 79.79	$ 83.15

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TR153 2-18	34291W		Women's Legend 55 Poly/45 Wool Pant, Navy	$ 79.79	$ 83.15
TR153 20-24	34291W		Women's Legend 55 Poly/45 Wool Pant, Navy	$ 79.79	$ 83.15
TR153 26-28	34291W		Women's Legend 55 Poly/45 Wool Pant, Navy	$ 79.79	$ 83.15
JX657 36-50		34891	Men's Single Breasted Dress Coat, 55 Poly/45 Wool, Navy	$ 295.65	$ 308.06
JX657 52-54		34891	Men's Single Breasted Dress Coat, 55 Poly/45 Wool, Navy	$ 326.34	$ 340.04
JX657 56-58		34891	Men's Single Breasted Dress Coat, 55 Poly/45 Wool, Navy	$ 357.03	$ 372.02
JX657 60 up		34891	Men's Single Breasted Dress Coat, 55 Poly/45 Wool, Navy	$ 295.65	$ 308.06
SW903 S-XL		720	Sweater - Jersey Knit, Any color	$ 64.45	$ 67.16
SW903 2X		720	Sweater - Jersey Knit, Any color	$ 64.45	$ 67.16
ST324 S-XL		74086	Sweater - Quarter Zip	$ 97.19	$ 101.27
ST324 2X		74086	Sweater - Quarter Zip	$ 97.19	$ 101.27
HA386	5-STAR		Cap Dress 5-Star Navy, Silver Band, Silver FD Buttons	$ 75.70	$ 78.88
Custom	R-13		Cap Dress Navy w/Silver Snake Band & Silver Buttons	$ 80.82	$ 84.21
HA1120	5-STAR		Cap Dress 5-Star White Leatherette, Mesh Frame, Gold Band, Gold FD Buttons	$ 75.70	$ 78.88
Custom	R-13W		Cap Dress White, Mesh Frame w/Gold Snake Band & Gold Buttons	$ 80.82	$ 84.21
HW2919	5-STAR		Cap Dress 5-Star White Cloth, GB-19 Army Gold Bullion Visor, EM-48G Gold Band, Gold FD Buttons	$ 75.70	$ 78.88
Custom	R-13W		Cap Dress White Cloth, Army Gold Bullion Visor w/Gold Snake Band & Gold Buttons	$ 80.82	$ 84.21
Custom			Sentry Snap Adjustable Sweat Band (each size covers 3 numerical sizes)	$ 80.82	$ 84.21
HW935 GLD	M/0322		Gold Expansion Band	$ 7.42	$ 7.73
HW935 SIL	M/0321		Silver Expansion Band	$ 8.44	$ 8.79
UN235 GLD			Gold FD Button, Prong, each	$ 1.64	$ 1.71

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UN235 SIL		Silver FD Buton, Prong, each	$	1.64	$	1.71
TR1562 28-42		Men's Trousers, Class A, Poly Wool, Black	$	102.30	$	106.60
TR1562 44-50		Men's Trousers, Class A, Poly Wool, Black	$	111.51	$	116.19
TR1562 52-54		Men's Trousers, Class A, Poly Wool, Black	$	121.74	$	126.85
TR1562 56-60		Men's Trousers, Class A, Poly Wool, Black	$	131.97	$	137.51
JA1621 36-46 REG		Men's Dress Coat, Class A, 6 Button, Black	$	322.25	$	335.78
JA1621 50-54		Men's Dress Coat, Class A, 6 Button, Black	$	354.47	$	369.36
JA1621 56-58		Men's Dress Coat, Class A, 6 Button, Black	$	386.69	$	402.94
JA1621 60-68		Men's Dress Coat, Class A, 6 Button, Black	$	418.92	$	436.51
HW1959	7418	Bell Style Hat, Black	$	73.66	$	76.75
No item #		Class A Dress Uniform package-includes shoes	$	710.99	$	740.85
UX644		Tie-Black, Clip on and Self Tie	$	6.14	$	6.40
UX644	001180-	Clip-On Tie, Black	$	6.14	$	6.40
UX644	001180-	Clip-On Tie, Black	$	6.14	$	6.40
UA495		Mens Breakaway Tie - Black	$	5.63	$	5.86
UA033		Womens Crossover Tie - Black	$	5.63	$	5.86
UE145 REG	10081 (10075incorre	Tie 4-In-Hand Custom (Fech material 36 pc min)	$	15.35	$	15.99
UE145 LNG	10099 (10087incorre	Tie 4-In-Hand Custom (Fech material 36 pc min)	$	15.35	$	15.99
			$	-	$	-
SP068	E00942	Men's Dress Shoe - Lites Black Hi-Gloss Oxford	$	109.46	$	114.06
FW581	968	Men's Leather Uniform Oxford Dress Shoe - Low shine	$	112.53	$	117.26
FW074	E00742	Women's Dress Shoe - Hi Gloss Durashocks Oxford	$	112.53	$	117.26
FW663	510-8	Unisex Dress Shoe - Black Hi-Gloss Oxford	$	84.91	$	88.48
			$	-	$	-
SP755	E02268	Men's GX-8 Gore-Tex Side Zip Boot	$	132.99	$	138.58
SP756	E02788	Women's GX-8 Gore-Tex Side Zip Boot	$	132.99	$	138.58
CANCELLED	E03204	Men's Delta Sport Shoe	$	-	$	-
SP675	3140	Durashocks Side Zip boot	$	121.74	$	126.85
SP931	E02348	Delta - 8 Side Zip Boot	$	117.65	$	122.59
SP010	FW028WP-11	Boot - Blitz 8" Waterproof	$	158.57	$	165.22
CANCELLED	FW016	Boot - Clash 6"	$	-	$	-
FX682	FW016LT	Men's Clash LT 6" Boot	$	112.53	$	117.26
SP009	FW016WP-11	Boot - Clash 6" Waterproof	$	116.62	$	121.52
CANCELLED	FW016	Women's Boot - Clash 6"	$	-	$	-

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FX683	FW016LT		Women's Clash LT 6" Boot	$	114.58	$ 119.39
FX684	FW016WP-11		Women's Boot - Clash 6" Waterproof	$	118.67	$ 123.65
FX332	FW018		Boot - Clash 8"	$	130.94	$ 136.44
FX332	FW018LT		Men's Clash LT 8" Boot	$	130.94	$ 136.44
FT020		605113	Boot - Airpower XR1	$	317.13	$ 330.45
FT019		605114	Women's Boot - Airpower XR1 Ladies	$	317.13	$ 330.45
FX599	W-H605118		Airpower XR2 Station boot	$	327.36	$ 341.11
FX600	W-H605119		Airpower XR2 Station boot - Womens	$	327.36	$ 341.11
FW551	300101 sub 300103		Shoe - Black Eagle Tactical 20 Low	$	165.73	$ 172.69
SP262	FQ0002090		Boot - Paraboot 10"	$	132.99	$ 138.58
SP720	FQ0002095		Boot - Paraboot 10" Waterproof	$	151.40	$ 157.76
SP476	FQ0004090		Women's Boot - Paraboot 10"	$	132.99	$ 138.58
SP144	FQ911-1101		Shoe - 911 Athletic Oxford Duty	$	123.78	$ 128.98
SP143	FQ911-2101		Women's Shoe - 911 Athletic Oxford Duty	$	123.78	$ 128.98
SP656		5101	Women's Postal TMC Shoe	$	125.83	$ 131.11
SP644		6300	10" Pullon	$	107.42	$ 111.93
SP420	W-2091		7" Jump Boot Side Zip	$	102.30	$ 106.60
FT1224	1230876 sub 302103		Boot - UA Tactical Zip Boot	$	102.30	$ 106.60
FW1773	1261916 sub- 511 1		Men's UA TAC Zip 2.0	$	78.77	$ 82.08
FW409	43164/12033		Men's Company Boot CST 2.0	$	108.44	$ 112.99
FW138		12021	Boot - Taclite 6" Side Zip	$	78.77	$ 82.08
SP583		12022	Boot - Taclite 8" Side Zip	$	82.86	$ 86.34
FW1772		12025	Women's ATAC 6" Side Zip Boot	$	85.93	$ 89.54
FW408		12032	Slip on Station boot	$	96.16	$ 100.20
SP079	W-511-12145		5.11 Tactical ATAC womens 8"	$	125.83	$ 131.11
SP725	511-12004-019		5.11 Tactical ATAC Storm 8" Side-Zip Boots	$	114.58	$ 119.39
ZK420	BT3003		3003, 8" Station Boot	$	319.18	$ 332.58
ZK420	BT3003		3003, 8" Station Boot	$	319.18	$ 332.58
ZK420	BT3003		3003, 8" Station Boot	$	319.18	$ 332.58
ZK420	BT3003		3003, 8" Station Boot	$	319.18	$ 332.58
SP285		21210	Men's Acadia 8" Black Non-insulated	$	293.60	$ 305.93
ZH744	21210W		Women's Acadia 8" Black Non-insulated	$	293.60	$ 305.93
	43164 - discontinue		Station/Office Boot 6" Black	$	-	$ -
FW609		43011	Striker Torrent 6"	$	175.96	$ 183.35

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	834-6373 - discontin	10" Wildland Fire Boot with removable zipper	$ -	$ -
SP887	834-6218	6" Deuce Side Zip	$ 95.14	$ 99.13
FW594	834-6888	Gen-flex2 8" Side Zip (Glossy Toe)	$ 113.55	$ 118.32
LP742 BW	44A000BW	8" Side Zip	$ 38.87	$ 40.51
FW241	804-6379	Station/EMS/Wildland Boot	$ 298.72	$ 311.26
FW515	831-6031	High gloss dress shoes	$ 64.45	$ 67.16
			$ -	$ -
ZA3231	J5-HI-GLO	Name Tag Clutch Back 2.25" x 0.5"	$ 9.72	$ 10.13
ZA3231	J5-GOLD	Name Tag Clutch Back 2.25" x 0.5"	$ 9.72	$ 10.13
ZA3231	J5-RHO-GLO	Name Tag Clutch Back 2.25" x 0.5"	$ 9.72	$ 10.13
ZA3231	J5-SILVER	Name Tag Clutch Back 2.25" x 0.5"	$ 9.72	$ 10.13
BC061	B1496-RHO-GLO	Badge 5/16" center seal	$ 83.89	$ 87.41
BC061	B1496-HI-GLO	Badge 5/16" center seal	$ 83.89	$ 87.41
BZ2086	B487-RHO-GLO	Badge 5/16" center seal	$ 80.82	$ 84.21
BZ2086	B487-HI-GLO	Badge 5/16" center seal	$ 80.82	$ 84.21
CB074		FFD Collar Insignia 3/8" T x 7/8" W "FFD"	$ 18.41	$ 19.19
ZA3800 GP	A2902-2	Double Bugle Pin	$ 18.41	$ 19.19
CB191	A2907	3 Crossed Bugles Pin	$ 19.44	$ 20.25
CB859 GP	A2866	Two Horn Insignia	$ 14.32	$ 14.92
CB845	A2861	3 Crossed Bugle Insignia	$ 14.32	$ 14.92
BD849	A2869	4 crossed Bugle Inisgnia	$ 35.81	$ 37.31
CB939	A2860	5 Crossed Bugle Insignia	$ 14.32	$ 14.92
ZA2046 2876 GPD	A2876 - gold	Bugle collar insignia / disk - 1 horn	$ 11.25	$ 11.73
ZA2046 2876 GPD	A2875 - gold	Bugle collar insignia / disk - 2 horns vertical	$ 11.25	$ 11.73
ZA2242 2874 GP	A2874 - gold	Bugle collar insignia / disk - 2 horns crossed	$ 11.25	$ 11.73
ZA2047 2873 GPD	A2873 - gold	Bugle collar insignia / disk - 3 horns crossed	$ 11.25	$ 11.73
CB197 GP	A2872 - gold	Bugle collar insignia / disk - 4 horns crossed	$ 11.25	$ 11.73
ZA3214 GLD	A2871 - gold	Bugle collar insignia / disk - 5 horns crossed	$ 11.25	$ 11.73
ZA2682 2886 NI & G	A2886 - Ni & gold	Driver/Engineer collar insignia / disk	$ 11.25	$ 11.73
ZA3800 GP	A2909-GOLD	Bugle collar insignia - 1 horn	$ 17.39	$ 18.12
CB188 GP	A2908-GOLD	Bugle collar insignia - 2 horns crossed	$ 18.41	$ 19.19
ZA3800 GP	A2909-2-GOLD	Bugle collar insignia - 2 horns vertical	$ 17.39	$ 18.12
ZA3800 NI	A2909-2-NICKEL	Bugle collar insignia - 2 horns vertical	$ 13.81	$ 14.39
CB191 GP	A2907-GOLD	Bugle collar insignia - 3 horns crossed	$ 18.41	$ 19.19

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CB192 GP	A2906-GOLD	Bugle collar insignia - 4 horns crossed	$ 18.41	$ 19.19
ZA3842 GP	A2905-GOLD	Bugle collar insignia - 5 horns crossed	$ 18.41	$ 19.19
BC161 NI	B544-NICKEL	Driver/Engineer collar insignia	$ 47.06	$ 49.03
BC138 TGS	B1794-2-TONE	Badge, two tone	$ 120.71	$ 125.78
SZ2064	S154G	Badge, 1.88" x 2.36"	$ 65.47	$ 68.22
BC366 GP	S511	Badge, Shield w/Eagle, 2.13" x 2.98", Full Color TX Seal, Custom Lettering	$ 107.42	$ 111.93
BC366 NI	S511	Badge, Shield w/Eagle, 2.13" x 2.98", Full Color TX Seal, Custom Lettering	$ 97.19	$ 101.27
BC366 RH	S511	Badge, Shield w/Eagle, 2.13" x 2.98", Full Color TX Seal, Custom Lettering	$ 103.32	$ 107.66
BC366 GR	S511	Badge, Shield w/Eagle, 2.13" x 2.98", Full Color TX Seal, Custom Lettering	$ 117.65	$ 122.59
BC366 SR	S511	Badge, Shield w/Eagle, 2.13" x 2.98", Full Color TX Seal, Custom Lettering	$ 117.65	$ 122.59
BC366 CD	S511	Badge, Shield w/Eagle, 2.13" x 2.98", Full Color TX Seal, Custom Lettering	$ 142.20	$ 148.17
BC366 TSG	S511	Badge, Shield w/Eagle, 2.13" x 2.98", Full Color TX Seal, Custom Lettering	$ 120.71	$ 125.78
NT083 NI	NT083	Silver Name Plate	$ 15.35	$ 15.99
BW825 NI	S654	S654 Badge - Nickel Electroplate	$ 45.01	$ 46.90
BC366 NI	S511	S511 Badge - Nickel Electroplate	$ 91.05	$ 94.87
BC366 RH	S511	S511 Badge - Nickel Electroplate	$ 99.23	$ 103.40
BC366 GR	S511	S511 Badge - GOL-RAY w/Silver Panels	$ 117.65	$ 122.59
NT033	NP-GOLD-CB	Name Plate, Brass Engraved	$ 8.18	$ 8.53
NT033	NP-SILV-CB	Name Plate	$ 8.18	$ 8.53
UX097	PREM-E1077-1	Mourning Band - Black 1" Wide	$ 3.58	$ 3.73
EW538	Falcon Thin	Safety Glasses	$ 31.71	$ 33.04
EW162	Bladerunner	Safety Glasses	$ 31.71	$ 33.04
			$ -	$ -
ST291 XS-XL	ST-310	Athletic Shorts	$ 14.32	$ 14.92
ST291 2X	ST-310	Athletic Shorts	$ 16.37	$ 17.06
ST291 3X	ST-310	Athletic Shorts	$ 18.41	$ 19.19
ST291 4X	ST-310	Athletic Shorts	$ 20.46	$ 21.32

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ST288 XS-XL	ST-257		Sweatpants	$	24.55	$ 25.58
ST288 2X	ST-257		Sweatpants	$	26.60	$ 27.72
ST288 3X	ST-257		Sweatpants	$	28.64	$ 29.85
ST288 4X	ST-257		Sweatpants	$	30.69	$ 31.98
TS774 XS-XL	K468		Exercise T-shirt	$	16.37	$ 17.06
TS774 2X	K468		Exercise T-shirt	$	18.41	$ 19.19
TS774 3X	K468		Exercise T-shirt	$	20.46	$ 21.32
TS774 4X	K468		Exercise T-shirt	$	22.51	$ 23.45
SM281 XS-XL		8136	Men's S/S 100% Cotton Polo	$	33.76	$ 35.18
SM281 2X-3X		8136	Men's S/S 100% Cotton Polo	$	41.94	$ 43.70
SM281 4X		8136	Men's S/S 100% Cotton Polo	$	41.94	$ 43.70
SM281 XS-XL T		8136	Men's S/S 100% Cotton Polo	$	33.76	$ 35.18
SM281 2X-3X T		8136	Men's S/S 100% Cotton Polo	$	41.94	$ 43.70
SM281 4X T		8136	Men's S/S 100% Cotton Polo	$	41.94	$ 43.70
SW1869 XS-XL	8136W		Women's S/S 100% Cotton Polo	$	33.76	$ 35.18
SW1869 2X-3X	8136W		Women's S/S 100% Cotton Polo	$	41.94	$ 43.70
SW1598 XS-XL	8139 - Discontinued		Men's S/S B.COOL Performance Polo	$	46.04	$ 47.97
SW1598 2X-3X	8139 - Discontinued		Men's S/S B.COOL Performance Polo	$	46.04	$ 47.97
SW1598 4X	8139 - Discontinued		Men's S/S B.COOL Performance Polo	$	51.15	$ 53.30
SW1598 XS-XL T	8139 - Discontinued		Men's S/S B.COOL Performance Polo	$	36.83	$ 38.37
SW1598 2X-3X T	8139 - Discontinued		Men's S/S B.COOL Performance Polo	$	45.01	$ 46.90
SW1598 4X T	8139 - Discontinued		Men's S/S B.COOL Performance Polo	$	47.06	$ 49.03
SH1593 XS-XL	8139W - Discontinue		Women's S/S B.COOL Performance Polo	$	36.83	$ 38.37
SH1593 2X-4X	8139W - Discontinue		Women's S/S B.COOL Performance Polo	$	45.01	$ 46.90
TR1458	651AFM0		Mesh Short, 9" Inseam, 100% Polyester, Navy	$	15.35	$ 15.99
ST289 XS-XL		12300	Sweat Pants Open Botttom Sport Grey	$	16.37	$ 17.06
ST289 2X		12301	Sweat Pants Open Botttom Sport Grey	$	20.46	$ 21.32
UX963		7840260	Swim Shorts-Red	$	43.99	$ 45.84
BG663	BG99		Station Duffel Bag	$	19.44	$ 20.25
LR213 BLK	6606-1		Black Belt	$	16.88	$ 17.59
TR1092	C85653		Cotton Shorts	$	8.18	$ 8.53
TR1092	85653 407Q88		Navy Cotton Short	$	-	$ -
NP517 S-XL		59409	Tactical Trainer Belt	$	36.83	$ 38.37
NP517 2X-4X			Tactical Trainer Belt	$	40.92	$ 42.64

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SR612 S-2X		72345	Men's L/S PDU Class B Twill Shirt, White Admin	$ 48.08	$ 50.10
SR612 3X-6X			Men's L/S PDU Class B Twill Shirt, White Admin	$ 51.15	$ 53.30
SR611 S-2X		71177	Men's S/S PDU Class B Twill Shirt, White Admin	$ 48.08	$ 50.10
SR611 3X-6X			Men's S/S PDU Class B Twill Shirt, White Admin	$ 51.15	$ 53.30
HB074	PTS40S		Dryve R-Flex Cap	$ 11.76	$ 12.26
HD253		112	Trucker OSFA twill mesh snap-back	$ 6.65	$ 6.93
				$ -	$ -
ST147 XS-XL	CS410		Men's S/S Polo Shirt	$ 26.60	$ 27.72
ST147 2X-3X	CS410		Men's S/S Polo Shirt	$ 28.64	$ 29.85
ST148 XS-XL	CS411		Women's S/S Polo Shirt	$ 26.60	$ 27.72
ST148 2X-3X	CS411		Women's S/S Polo Shirt	$ 28.64	$ 29.85
TU803		8823	Men's Flextech Tactical Trousers (Utility)	$ 78.77	$ 82.08
TT640	8823W		Women's Flextech Tactical Trousers (Utility)	$ 78.77	$ 82.08
TL041		8835	Men's Operational Trouser (Utility) DISCONTINUED Substitute 8836	$ 55.24	$ 57.56
TR1195	8835W		Women's Operational Trousers (Utility) DISCONTINUED Substitute 8836W	$ 55.24	$ 57.56
JS185 34-50	FRX010DNY		Men's Fire Resistive Coveralls	$ 91.05	$ 94.87
JS185 52-60	FRX010DNY		Men's Fire Resistive Coveralls	$ 100.25	$ 104.46
AR082 38-50	CNB2NV		MEN'S FIRE RESISTIVE COVERALLS, 38-50	$ 164.70	171.620526
AR082 52-54	CNB2NV		MEN'S FIRE RESISTIVE COVERALLS, 52-54	$ 195.39	203.599506
AR082 42-50 T	CNB2NV		MEN'S FIRE RESISTIVE COVERALLS, 42-50 TALL	$ 164.70	171.620526
AR082 52 T	CNB2NV		MEN'S FIRE RESISTIVE COVERALLS, 52 TALL	$ 195.39	203.599506
JS1017 XS-XL S	CNB3NV		WOMEN'S FIRE RESISTIVE COVERALLS, XS-XL REGULAR	$ 164.70	171.620526
JS1017 XS-XL R	CNB3NV		WOMEN'S FIRE RESISTIVE COVERALLS, 2X	$ 195.39	203.599506
TR626		73287	MEN'S TACLITE PRO UNIFORM SHORTS, 28-44	$ 47.06	49.034436
TS587 XS-2X	71309-720		SHORT SLEEVE PROFESSIONAL T-SHIRT, FIRE NAVY, XS-2X	$ 20.46	21.31932
TS587 3X	71309-720		SHORT SLEEVE PROFESSIONAL T-SHIRT, FIRE NAVY, 3X	$ 25.58	26.64915
TS585 XS-2X	72318-720		LONG SLEEVE PROFESSIONAL T-SHIRT, FIRE NAVY, XS-2X	$ 25.58	26.64915
TS585 3X	72318-720		LONG SLEEVE PROFESSIONAL T-SHIRT, FIRE NAVY, 3X	$ 31.71	33.044946
ST132 XS-2X	72363-720		STORM 1/4 ZIP JOB SHIRT, WATERPROOF, FIRE NAVY, XS-2X	$ 69.56	72.485688
ST132 3X	72363-720		STORM 1/4 ZIP JOB SHIRT, WATERPROOF, FIRE NAVY, 3X	$ 77.75	81.013416

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JA187 XS-2X	48159-750		TACLITE REVERSIBLE COMPANY JACKET, FIRE NAVY, XS-2X	$ 95.14	99.134838
JA187 3X-4X	48159-750		TACLITE REVERSIBLE COMPANY JACKET, FIRE NAVY, 3X-4X	$ 109.46	114.058362
ST464	8131-1		MEN'S SHORT SLEEVE BICOMPONENET POLO, COTTON BLEND, XS-3X	$ 36.83	38.374776
SR044	8141-1		MEN'S LONG SLEEVE BICOMPONENT POLO, XS-3X	$ 42.97	44.770572
TR975	8810X		MEN'S STREETGEAR 6 POCKET PANT, 28-54	$ 66.50	69.28779
HD263		182	STRETCH FITTED CAP, SMALL REGULAR, OVERSIZE	$ 10.23	10.65966
HD699	182-1		STRETCH ADJUSTABLE CAP, REGULAR, OVERSIZE	$ 12.28	12.791592
HA101		125	WATCH CAP, OSFM	$ 16.37	17.055456
HD166		160	SKULL CAP, REGULAR, OVERSIZE	$ 19.95	20.786337
discontinued	8200N-03 - TU808		Men's 4-Pkt Nomex Station Pant, Navy	$ 117.65	122.58609
discontinued	8210N-03 - TU807		Men's 6-Pkt Nomex Station Pant, Navy	$ 135.04	140.707512
HD960 NAV	YP-6477-DN		Flex Fit Cap	$ 8.18	8.527728
HW804 NAV	YP-6210-DNVY		Flat visor Flex fit cap	$ 9.21	9.593694
HD509 NAV	YP-1501-N		Beanie-Navy	$ 11.25	11.725626
HW426		89260	Tactical Uniform Hat	$ 7.67	7.994745
HD537	F5501-55-405		Boonie Hat - Navy	$ 8.18	8.527728
TU312 28-50		8560	TROUSERS, 4 POCKET, WOOL BLEND, 28-50	$ 74.68	77.815518
TU312 52-54		8560	TROUSERS, 4 POCKET, WOOL BLEND, 52-54	$ 94.12	98.068872
TU313 02-20	8560W		Women's Trousers - 4 Pocket Wool Blend	$ 74.68	77.815518
na			Coat - Single Breasted with Simulated Pockets	$ -	0
na			Coat - Single Breasted with Simulated Pockets	$ -	0
ST006 S-XL		225	Sweater - Jersey Knit, Any color SM-XL	$ 95.14	99.134838
ST006 2X-3X		225	Sweater - Jersey Knit, Any color 2X	$ 95.14	99.134838
SQ219 S-XL		228	Sweater - Quarter Zip	$ 96.16	100.200804
SQ219 2X-3X		228	Sweater - Quarter Zip 2X - 3X	$ 96.16	100.200804
TR152			Trousers, Class A, Poly Wool, Black	$ 78.77	82.079382
JX657 SFD			Coat, Class A, 6 Button, Black (4 button)	$ 332.48	346.43895
HW704			Bell Style Hat, Black	$ 111.51	116.190294
NA			Class A Dress Uniform package-includes shoes	$ -	0
				$ -	0
FW264		605109	MEN'S AIRPOWER R2 BOOT. 4.5-15 MED	$ 332.48	346.43895

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FW264		605109	MEN'S AIRPOWER R2 BOOT. 4.5-15 WIDE	$ 332.48	346.43895
FW265		605110	WOMEN'S AIRPOWER R2 BOOT. 5-10 MED	$ 332.48	346.43895
FW265		605110	WOMEN'S AIRPOWER R2 BOOT, 5-10 WIDE	$ 332.48	346.43895
FT1636 BLK		1282435	Crew Socks - Black 3pck	$ 18.41	19.187388
FT1632 BLK		1250410	Low Socks - Black 3 pack	$ 14.32	14.923524
				$ -	0
CB1681	3/8-FFD-XXXX		Collar Insignia FFD, Nickel or Gold	$ 7.67	7.994745
				$ -	0
JS185		101017	MEN'S FIRE RESISTANT TRADITIONAL COVERALL, 34-50 (SHORT & REGULAR)	$ 91.05	94.870974
JS185		101017	MEN'S FIRE RESISTANT TRADITIONAL COVERALL, 38-50 TALL, 52-60 SHORT, REGULAR, TALL	$ 94.12	98.068872

Attachment: 1905-082 Signed Renewal Letter Galls 2021-2022 (Fire Department Uniforms FY 22)

CPI for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUSR0000SA0
Seasonally Adjusted
Series Title: All items in U.S. city average, all urban consumers,
Area: U.S. city average
Item: All items
Base Period: 1982-84=100
Years: 2011 to 2021

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
2011	221.187	221.898	223.046	224.093	224.806	224.806	225.395	226.106	226.597	226.750	227.169
2012	227.842	228.329	228.807	229.187	228.713	228.524	228.590	229.918	231.015	231.638	231.249
2013	231.679	232.937	232.282	231.797	231.893	232.445	232.900	233.456	233.544	233.669	234.100
2014	235.288	235.547	236.028	236.468	236.918	237.231	237.498	237.460	237.477	237.430	236.983
2015	234.747	235.342	235.976	236.222	237.001	237.657	238.034	238.033	237.498	237.733	238.017
2016	237.652	237.336	238.080	238.992	239.557	240.222	240.101	240.545	241.176	241.741	242.026
2017	243.620	243.872	243.766	244.274	244.069	244.218	244.280	245.205	246.551	246.657	247.378
2018	248.721	249.300	249.517	250.275	250.786	251.152	251.345	251.735	252.183	252.899	252.822
2019	252.441	252.969	254.147	255.326	255.371	255.423	255.925	256.118	256.532	257.387	257.989
2020	258.687	258.824	257.989	256.192	255.942	257.282	258.604	259.511	260.149	260.462	260.927
2021	262.231	263.161	264.793	266.832							

Attachment: 1905-082 Signed Renewal Letter Galls 2021-2022 (Fire Department Uniforms FY 22)

CPI for All Urban Consumers (CPI-U)
12-Month Percent Change

Series Id: CUSR0000SA0
Seasonally Adjusted
Series Title: All items in U.S. city average, all urban consumers,
Area: U.S. city average
Item: All items
Base Period: 1982-84=100
Years: 2011 to 2021

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
2011	1.7	2.1	2.6	3.1	3.5	3.5	3.6	3.8	3.8	3.5	3.5
2012	3.0	2.9	2.6	2.3	1.7	1.7	1.4	1.7	1.9	2.2	1.8
2013	1.7	2.0	1.5	1.1	1.4	1.7	1.9	1.5	1.1	0.9	1.2
2014	1.6	1.1	1.6	2.0	2.2	2.1	2.0	1.7	1.7	1.6	1.2
2015	-0.2	-0.1	0.0	-0.1	0.0	0.2	0.2	0.2	0.0	0.1	0.4
2016	1.2	0.8	0.9	1.2	1.1	1.1	0.9	1.1	1.5	1.7	1.7
2017	2.5	2.8	2.4	2.2	1.9	1.7	1.7	1.9	2.2	2.0	2.2
2018	2.1	2.2	2.4	2.5	2.8	2.8	2.9	2.7	2.3	2.5	2.2
2019	1.5	1.5	1.9	2.0	1.8	1.7	1.8	1.7	1.7	1.8	2.0
2020	2.5	2.3	1.5	0.3	0.2	0.7	1.0	1.3	1.4	1.2	1.1
2021	1.4	1.7	2.6	4.2							

Attachment: 1905-082 Signed Renewal Letter Galls 2021-2022 (Fire Department Uniforms FY 22)

HAIX® North America
2320 Fortune Drive, Suite 120, Lexington, KY 40509
Phone: 859-281-0111, Toll Free: 866-344-HAIX (4249), Fax: 859-281-0113
service-hna@haix.com, www.haix.com

HAIX® USA

May 14, 2021

Travis Harney
Galls
1340 Russell Cave Road
Lexington, KY 40505

Re: Charleston SC Fire Department Contract

Dear Mr. Harney:

In calendar year 2021, your cost for HAIX® Airpower XR1 boots for the Charleston Fire Department project increased 3%.

The increase of 3% in your cost is due to our manufacturing increases in wages, our cost of raw materials and our transportation costs. As you know, HAIX® boots manufactured in Europe and adjustments must also be made for the Euro to Dollar ratio.

We appreciate your business and value your partnership with HAIX® North America.
If you have any further questions, please do not hesitate to contact me.

Yours sincerely,

Sandy Longarzo
Marketing Administration Manager
HAIX® North America, Inc.

Attachment: 1905-082 Signed Renewal Letter Galls 2021-2022 (Fire Department Uniforms FY 22)

May 7, 2021

To Our Valued Partner,

In a separate letter today, 5.11 announced to our North America distribution network a price increase effective July 12, 2021.

Covid-19 has created disorder to global supply chains resulting in unprecedented increases to raw materials, labor and transportation. As a partner, you and your agency customers have witnessed in the media the impact of rising costs. Throughout the pandemic, 5.11 adapted our operations to mitigate against this historical turn of events. However, we are not immune to inflation with all elements of our cost basis. As a result, 5.11 is compelled to modify Wholesale, MAP and MSRP pricing effective July 12, 2021.

While we continue to measure the long-term increase on our cost to product, our immediate action is to increase wholesale prices on an average of 4%, with some increases up to 7%, with MAP and MSRP respectively correlated.

Throughout the recent pandemic, 5.11 continues to invest in our people, products and partnerships to provide industry leading technical solutions by supplying the best apparel, footwear and gear for public safety, federal law enforcement and the military. While we believe 2021 can be a year of recovery for our country, these price changes are needed to keep our partnerships healthy moving forward, and to continue to provide products that exceed the rigorous standards of tactical professionals and technical enthusiasts worldwide.

We remain grateful for your business and thank you for your continued support.

With appreciation,

Brian M. Tripp
Vice President of Sales, U.S. Professional

Attachment: 1905-082 Signed Renewal Letter Galls 2021-2022 (Fire Department Uniforms FY 22)

Blauer

2021 TEXAS RETAIL PRICE LIST

Effective January 1,2021

Orders requiring customization must be emailed or faxed. Payment Terms: 2% 20, Net 30 Days. Freight: F.O.B. Factory Finance Charge: 1.5% monthly on past due balances

ACCESSORIES

101	Hat Cover	$12.50
107	Reversible Hat Cover	$17.00
123	Snap-on Rain Hood	$19.50
125	Watch Cap	$29.00
125XCR	Lined Watch Cap	$48.50
137	BDU Garters	$6.00
156	ID Arm Band	$14.50
160	Skull Cap	$33.00
161	Fleece Skull Cap	$13.00
174-1	ArmorSkin® Suspension System	$51.50
182	Fitted Cap	$16.00
182-1	Adjustable Stretch Cap	$16.00
182-1PG	Adjustable Cap - Gold POLICE Logo	$20.50
182-1PS	Adjustable Cap - Silver POLICE Logo	$20.50
182-1SEG	Adjustable Cap- Gold SECURITY Logo	$20.50
182-1SES	Adjustable Cap - Silver SECURITY Logo	$20.50
182-1SG	Adjustable Cap - Gold SHERIFF Logo	$20.50
184	TenX™ BDU Cap	$16.50
185	B.DRY® Adjustable Cap	$23.50
186	HI-Vis Cap	$22.00
188	B.COOL® Performance Cap	$16.00
188SG	B.COOL® Performance Cap - Gold SHERIFF Logo	$20.00
189	B.COOL® Performance Visor	$12.50
195	Artic Trooper Cap	$37.00
197	FlexRS™ Fitted Cap	$20.50
198	FlexRS™ Air Vent Adjustable Cap	$20.50
9123	Rain Hood for 9690 & 9691	$38.50
AT1000	ArmaTex™ Badge Holder	$18.50
B001	Vise Trainers 1.5” Belt	$37.50
B002	Vise Trainers 1.75” Belt	$41.50
B003	Guardian Keeper Belt	$31.00
B004	Guardian II Keeper Belt	$27.00
B005	Guardian III Keeper Belt	$31.00
B006	Warden Belt	$31.50
B010	Nylon Defender Duty Belt	$26.00
B011	Leather Defender Duty Belt	$77.00
BB001	Defender Duty Buckle	$39.00
BG100	Gin Bag	$70.00
BG101	Silent Partner Bag	$238.00
CH100	Body Worn Camera Mount	$3.50
CH101	Body Worn Camera Mount - Wide Clips	$4.00
CH102	Axon Body Worn Camera Mount	$4.00
CL174	Suspender Clips (10-Pack)	$13.00
DG100	Back Up Holster	$18.00
FM100	Face Mask	$7.00
FWA002	Comfort-Tech Patrol Insoles	$27.00
FWA003	Comfort-Tech Sport Insoles	$27.00
Gl101	The Frisk Glove	$28.00
GL102	The Clutch Glove	$11.00
GL103	Strike Shooting Glove	$44.50
GL104	Fray Glove	$46.50
GL105	Storm Traffic Glove	$42.00
GL106	Rumble Bike Glove	$48.00
GL107	Rumble Shorty Bike Glove	$44.00
GL108	Jam Glove with Knuckle Protection	$59.50
GL109	Squall Insulated Glove	$44.50
GL109WP	Squal Glove - Waterproof	$54.00
GL110	Bolt Traffic Glove	$38.50
GL111	Bolt Shorty Traffic Glove	$30.50
GL112	Clincher Shooting Glove	$44.50

ACCESSORIES CONTINUED

GL200	Hi-Vis Flicker Glove	$7
GL201	Flicker Insulated Glove	$7
GL202	Chill Insulated Glove	$6
GL203	Hi-Vis Flicker Mitt	$7
HF9790	Hood For Styles 9790 & 9791	$3
HF9970	Hood for Styles 9970 & 9970V	$10
KE100	Reversible Slim Keepers	$2
KE101	Reversible Keepers	$2
KE102	ArmaTex Keepers	$1
KN1002B	Back Up Fixed Blade Knife	$3
KN1003	Rebel Folding Knife	$2
KN1004	Invader Folding Knife	$3
KN1005	Victor Knife	$3
KN1006	Victor Mini Knife	$1
KN1007	Raider Fixed Blade Knife	$9
KN1008	Raider Folding Knife	$6
KN1009	Stinger Folding Knife	$4
KN1010	Patriot Folding Knife	$3
LT100	Tactical Duty Pen	$3
PD9820	9820 Pull-Down Set	$3
PR110	Reusable Shopping Bag	$
PR200	Storm Book	$

BASE-LAYERS

SKA16	Job 6” Sock (2-Pack)	$2
SKA19	Job 9” Sock (2-Pack)	$2
SKD19	B.COOL® Compression Dress Sock (2-Pack)	$3
SKS11	B.COOL® Performance Ankle Sock (2-Pack)	$2
SKS16	B.COOL® Performance 6” Sock (2-Pack)	$2
SKS19	B.COOL® Performance 9” Sock (2-Pack)	$2
SKSW19	B.Warm® Merino Wool 9” Sock	$2
TIEBAR-TAB	Tiebar	$
UMBRELLA4	Golf Umbrella	$3
UMBRELLA5	Pop-Up Umbrella	$3
8100X	Turtleneck	$4
8109	Dickey	$1
8110X	Mock Turtleneck	$4
8119	Mock Dickey	$1
8120X	Compression Shirt	$3
8175	QuickHeat Mock Turtleneck	$4
8310	Action Tri-Blend T-Shirt	$1
8315	Action Tri-Blend LS T-Shirt	$2
8843	Compression Padded Bike Short	$4

FOOTWEAR

FW016LT	Clash LT 6” Boot	$20
FW016WP	Clash Waterproof 6” Boot	$21
FW016WPCT	Breach Composite Toe Waterproof 6” Boot	$25
FW028WP	Blitz Waterproof 8” Boot	$26
FW034	Clash 4” Shoe	$17
FW048	Assail™ Boot	$24
FW053	Crush Trainer	$13
FW056	Crush Shoe	$15

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MID-LAYERS

9250CDC	CDCR Jumpsuit	$132.00
9255	FlexHeat™ Jumpsuit	$290.00
9260	FlexForce™ Jumpsuit	$290.00
225	Fleece-Lined V-Neck Sweater	$145.50
227	Fleece-Line Zip Front Sweater	$151.00
228	Fleece-Lined Quarter Zip Sweater	$151.00
4630X	Cotton Job Shirt	$84.00
4640X	Cotton Zip Front Job Shirt	$96.00

OUTERWEAR AND RAINWEAR

134	B.DRY® Rain Pants	$79.50
134-1	Hi-Vis B.DRY® Rain Pants	$114.50
236	B.DRY® Reversible Rain Jacket	$230.00
26950	B.DRY® All Purpose 3-in-1 Jacket	$237.50
26950-40	B.DRY® All Purpose Jacket with Job Shirt Liner (4640X)	$333.50
26950-50	B.DRY® All Purpose Jacket with Fleece Liner (4650)	$333.50
26950-60	B.DRY® All Purpose Jacket with Softshell Fleece Liner (4660)	$406.50
26950-65	B.DRY® All Purpose Jacket with Softshell Fleece Liner (4665)	$349.50
26950-70	B.DRY® All Purpose Jacket with Softshell Fleece Liner (4670)	$429.50
26950-75	B.DRY® All Purpose Jacket with Hybrid Liner (4675)	$387.50
26976-1	B.DRY® All Purpose Raincoat	$191.00
26990	Reversible Raincoat	$178.50
26991	Reversible Rain Jacket	$159.00
315	I.D. Jacket	$59.50
360	TechLite Bike Jacket	$172.00
4605	SoftShell Fleece Pullover	$99.00
4650	Fleece Jacket with Polartec® Wind Pro®	$96.00
4660	Softshell Fleece Jacket	$169.00
4665	Lightweight SoftShell Fleece Jacket	$112.00
4670	Colorblock Softshell Fleece Jacket	$192.00
4675	Hybrid Softshell Fleece Jacket	$150.00
6001	B.DRY® Reversible Bomber Jacket	$244.00
6110	Lightweight B.DRY® Jacket	$218.00
6115	Lightweight Bomber with Pile Collar	$236.00
6120	B.DRY® 3-Season Jacket	$214.00
6125	B.DRY® 3-Season Jacket and Pile Collar	$228.00
736	B.DRY® Reversible Rain Jacket	$252.00
9134	GORE-TEX® Shell Pants	$240.00
9691	GORE-TEX® Featherweight Reversible Rain Jacket	$476.00
9734	B.DRY® All Weather Pants	$160.00
9790	Techlite Reversible Raincoat	$370.00
9791	Techlite Reversible Rain Jacket	$340.00
9815	SuperLight Patrol Shell	$236.00
9815-40	SuperLight Patrol Shell with Job Shirt Liner (4640X)	$332.00
9815-50	SuperLight Patrol Shell with Fleece Liner (4650)	$332.00
9815-60	SuperLight Patrol Shell with SoftShell Fleece Liner (4660)	$405.00
9815-65	SuperLight Patrol Shell with SoftShell Fleece Liner (4665)	$348.00
9815-70	SuperLight Patrol Shell with SoftShell Fleece Liner (4670)	$428.00
9815-75	SuperLight Patrol Shell with Hybrid Liner (4675)	$386.00
9820	TacShell™ Jacket	$350.00
9820-40	TacShell™ Jacket with Job Shirt Liner (4640X)	$446.00
9820-50	TacShell™ Jacket with Fleece Liner (4650)	$446.00
9820-60	TacShell™ Jacket with SoftShell Fleece Liner (4660)	$519.00
9820-65	TacShell™ Jacket with SoftShell Fleece Liner (4665)	$462.00
9820-70	TacShell™ Jacket with SoftShell Fleece Liner (4670)	$542.00
9820-75	TacShell™ Jacket with Hybrid Liner (4675)	$500.00
9825Z	TacShell™ Pants	$340.00
9840	CROSSTECH® Response Jacket	$514.00
9840-40	CROSSTECH® Response Jacket with Job Shirt Liner (4640X)	$610.00
9840-50	CROSSTECH® Response Jacket with Fleece Liner (4650)	$610.00
9840-60	CROSSTECH® Response Jacket with SoftShell Fleece Liner (4660)	$683.00
9840-65	CROSSTECH® Response Jacket with SoftShell Fleece Liner (4665)	$626.00
9840-70	CROSSTECH® Response Jacket with SoftShell Fleece Liner (4670)	$706.00
9840-75	CROSSTECH® Response Jacket with Hybrid Liner (4675)	$664.00
9845	CROSSTECH® Response Jacket	$468.00
9845-40	CROSSTECH® Response Jacket with Job Shirt Liner (4640X)	$564.00
9845-50	CROSSTECH® Response Jacket with Fleece Liner (4650)	$564.00
9845-60	CROSSTECH® Response Jacket with SoftShell Fleece Liner (4660)	$637.00
9845-65	CROSSTECH® Response Jacket with SoftShell Fleece Liner (4665)	$580.00
9845-70	CROSSTECH® Response Jacket with SoftShell Fleece Liner (4670)	$660.00
9845-75	CROSSTECH® Response Jacket with Hybrid Liner (4675)	$618.00
9848	B.DRY® Response Parka	$314.00
9848-40	B.DRY® Response Parka with Job Shirt Liner (4640X)	$410.00
9848-50	B.DRY® Response Parka with Fleece Liner (4650)	$410.00
9848-60	B.DRY® Response Parka with SoftShell Fleece Liner (4660)	$483.00
9848-65	B.DRY® Response Parka with SoftShell Fleece Liner (4665)	$426.00
9848-70	B.DRY® Response Parka with SoftShell Fleece Liner (4670)	$506.00
9848-75	B.DRY® Response Parka with Hybrid Liner (4675)	$464.00

OUTERWEAR AND RAINWEAR CONTINUED

9848V	Hi-Vis B.DRY® Response Parka	$296.00
9848V-40	Hi-Vis B.DRY® Response Parka with Job Shirt Liner (4640X)	$392.00
9848V-50	Hi-Vis B.DRY® Response Parka with Fleece Liner (4650)	$392.0
9848V-60	Hi-Vis B.DRY® Response Parka with SoftShell Fleece Liner (4660)	$465.0
9848V-65	Hi-Vis B.DRY® Response Parka with SoftShell Fleece Liner (4665)	$408.0
9848V-70	Hi-Vis B.DRY® Response Parka with SoftShell Fleece Liner (4670)	$488.0
9848V-75	Hi-Vis B.DRY® Response Parka with Hybrid Liner (4675)	$446.0
9860	B.DRY® Parka	$266.0
9860-40	B.DRY® Parka with Job Shirt Liner (4640X)	$362.0
9860-50	B.DRY® Parka with Fleece Liner (4650)	$362.0
9860-60	B.DRY® Parka with SoftShell Fleece Liner (4660)	$435.0
9860-65	B.DRY® Parka with SoftShell Fleece Liner (4665)	$378.0
9860-70	B.DRY® Parka with SoftShell Fleece Liner (4670)	$458.0
9860-75	B.DRY® Parka with Hybrid Liner (4675)	$416.0
9870	SuperLight™ Shell Jacket	$298.0
9870-40	SuperLight™ Shell Jacket with Job Shirt Liner (4640X)	$394.0
9870-50	SuperLight™ Shell Jacket with Fleece Liner (4650)	$394.0
9870-60	SuperLight™ Shell Jacket with SoftShell Fleece Liner (4660)	$467.0
9870-65	SuperLight™ Shell Jacket with SoftShell Fleece Liner (4665)	$410.0
9870-70	SuperLight™ Shell Jacket with SoftShell Fleece Liner (4670)	$490.0
9870-75	SuperLight™ Shell Jacket with Hybrid Liner (4675)	$448.0
9870V	SuperLight Hi-Vis Shell	$316.0
9870V-40	SuperLight Hi-Vis Shell with Job Shirt Liner (4640X)	$412.0
9870V-50	SuperLight Hi-Vis Shell with Fleece Liner (4650)	$412.0
9870V-60	SuperLight Hi-Vis Shell with SoftShell Fleece Liner (4660)	$485.0
9870V-65	SuperLight Hi-Vis Shell with SoftShell Fleece Liner (4665)	$428.0
9870V-70	SuperLight Hi-Vis Shell with SoftShell Fleece Liner (4670)	$508.0
9870V-75	SuperLight Hi-Vis Shell with Hybrid Liner (4675)	$466.0
9910Z	GORE-TEX® Cruiser Jacket	$444.0
9915Z	GORE-TEX® Ike-Length Jacket	$442.0
9970	GORE-TEX® Supershell® Jacket	$508.0
9970-40	Supershell® Jacket with Job Shirt Liner (4640X)	$604.0
9970-50	Supershell® Jacket with Fleece Liner (4650)	$604.0
9970-60	Supershell® Jacket with SoftShell Fleece Liner (4660)	$677.0
9970-65	Supershell® Jacket with SoftShell Fleece Liner (4665)	$620.0
9970-70	Supershell® Jacket with SoftShell Fleece Liner (4670)	$700.0
9970-75	Supershell® Jacket with Hybrid Liner (4675)	$658.0
9970V	GORE-TEX® Hi-Vis Supershell® Jacket	$542.0
9970V-40	Hi-Vis Supershell® Jacket with Job Shirt Liner (4640X)	$638.0
9970V-50	Hi-Vis Supershell® Jacket with Fleece Liner (4650)	$638.0
9970V-60	Hi-Vis Supershell® Jacket with SoftShell Fleece Liner (4660)	$711.0
9970V-65	Hi-Vis Supershell® Jacket with SoftShell Fleece Liner (4665)	$654.0
9970V-70	Hi-Vis Supershell® Jacket with SoftShell Fleece Liner (4670)	$734.0
9970V-75	Hi-Vis Supershell® Jacket with Hybrid Liner (4675)	$692.0

PANTS

8215	6-Pocket 100% Cotton Pants	$95.0
8230	ResponderFR™ Work Pants	$216.0
8235	ResponderFR™ Cargo Pants	$236.0
8236	ResponderFR™ Cargo Shorts	$195.5
8245	6-Pocket 100% Cotton Shorts	$85.0
8250	4-Pocket 100% Cotton Pants	$78.0
8555T	4-Pocket Wool LT Pants	$114.0
8560P10T	10-Pocket Wool Pants	$184.0
8560P8FT	8-Pocket Wool Pants	$155.0
8560T	4-Pocket Wool Pants	$123.0
8561-1	Wool Active Duty Pants	$152.0
8561P6T	6-Pocket Wool Pants	$149.0
8561P7T	7-Pocket Wool Pants	$149.0
8565T	Side-Pocket Wool Pants	$141.0
8567T	6-Pocket Wool Pants	$140.0
8585	ClassAct® Dress Pants	$164.0
8613T	Metro NY FlexRS™ Cargo Pants	$96.0
8650P61T	Polyester Pants	$96.0
8650T	4-Pocket Polyester Pants	$67.0
8652P8FT	8-Pocket Polyester Pants	$105.0
8655T	Side-Pocket Polyester Pants	$85.0
8657T	6-Pocket Polyester Pants	$83.0
8664	FlexRS™ Work Pants	$81.0
8665	FlexRS™ Cargo Pants	$95.0
8666	FlexRS™ Covert Tactical Pants	$98.5
8667	FlexRS™ Covert Tactical Shorts	$75.5
8690P61	6-Pocket Wool Pants	$167.5
8810T	StreetGear® Flex Cargo Pants	$103.0
8813T	Metro NY StreetGear® Flex Cargo Pants	$91.5
8821X	4-Pocket Cotton Pants	$93.00
8822z	FlexForce Zip-Off Bike Pants	
8823	Tactical Pants with Stretch	

Attachment: 1905-082 Signed Renewal Letter Galls 2021-2022 (Fire Department Uniforms FY 22)

PANTS CONTINUED

8824	TenX™ Work Pants	$72.50
8829	TenX™ EMT Pants	$79.00
8830CDC	CDCR Line Duty Pant	$62.50
8831	TenX™ BDU Pants	$75.00
8833	FlexHeat Detail Pant	$139.00
8836	TenX™ Tactical Pants	$74.00
8837	NJ State Police Ripstop Pants	$102.00
8842	Nylon Bicycle Shorts with Stretch	$105.00
8846	TenX™ Tactical Shorts	$68.00
8950	4-Pocket Rayon Pants	$103.00
8980T	Side-Pocket Rayon Pants	$118.00

POSTAL

122	USPS Rain Hood	$25.00
132	USPS Rain Leggings	$49.00
143	USPS Rain Pants	$130.00
143BD	USPS B.DRY® Rain Pants	$209.00
243	USPS Rain Jacket	$292.50
243BD	USPS B.DRY® Rain Jacket	$380.00
633	USPS Rain Coat	$244.00
633RC	USPS Rain Cape	$126.50
9143	USPS All-Weather Pants	$256.00
9243	USPS All-Weather Jacket	$493.00

SAFETY VESTS

339	Breakaway Safety Vest	$59.00
339F	Breakaway Safety Vest	$71.00
339P	Breakaway Safety Vest	$71.00
339S	Breakaway Safety Vest with Stock Logo	$71.00
343	Zip-Front Breakaway Safety Vest	$70.00
343F	Zip-Front Breakaway Safety Vest	$82.00
343P	Zip-Front Breakaway Safety Vest	$82.00
343R	Zip-Front Safety Vest with Oralite	$82.00
343R-F	Safety Vest with Oralite with Stock Logo	$94.00
343R-P	Safety Vest with Oralite with Stock Logo	$94.00
343R-S	Safety Vest with Oralite with Stock Logo	$94.00
343S	Zip-Front Breakaway Safety Vest with Stock Logo	$82.00

SHIRTS

8131-1	Bicomponent Polo Shirt	$53.50
8131-3	Bicomponent Polo Shirt with Pocket	$59.00
8133	Colorblock Performance Polo Shirt	$90.50
8134	Performance Pro Polo Shirt	$53.50
8137	ANSI Certified Polo Shirt	$103.00
8141-1	Bicomponent LS Polo Shirt	$62.50
8143	Colorblock Performance LS Polo Shirt	$103.50
8144	Performance Pro LS Polo Shirt	$62.00
8147	ANSI Certified LS Polo Shirt	$114.00
8160	Performance Patrol Polo Shirt	$79.50
8165	Performance Patrol LS Polo Shirt	$86.50
8203	ResponderFR™ LS Shirt	$146.00
8213	ResponderFR™ Shirt	$126.00
8255	100% Cotton LS Shirt	$81.50
8256	100% Cotton Shirt	$73.00
8290	100% Cotton Polo Shirt	$48.00
8350Xp	Ruggedized ArmorSkin® XP	$162.00
8360XP	FlexRS™ ArmorSkin® XP	$151.00
8361	FlexRS™ ArmorSkin® LS Base Shirt	$78.50
8362	FlexRS™ ArmorSkin® Base Shirt	$70.00
8370	Polyester ArmorSkin®	$114.00
8370XP	Polyester ArmorSkin® XP	$138.00
8371	Polyester ArmorSkin® LS Base Shirt	$65.50
8372	Polyester ArmorSkin® Base Shirt	$59.50
8373	Polyester ArmorSkin® Winter LS Base Shirt	$86.00
8374	FlexHeat™ Base Shirt	$107.00
8375XP	ArmorSkin® XP TacVest	$158.00
8421	Cotton Blend Shirt	$57.00
8431	Cotton Blend LS Shirt	$66.50
8436	Wool Blend LS SuperShirt®	$125.00
8436-1	Wool Blend LS SuperShirt with Flat Pockets	$124.00
8446	Wool Blend SuperShirt®	$110.50
8446-1	Wool SuperShirt with Flat Pockets	$109.50
8450	Wool Blend LS Shirt	$114.00
8460	Wool Blend Shirt	$103.00
8470	Wool ArmorSkin®	$135.00
8470-1	Wool ArmorSkin®	$135.00
8470-3	LAPD Wool ArmorSkin®	$136.00
8470CDC	CDCR Wool ArmorSkin®	$88.00

SHIRTS CONTINUED

8470XP	Wool ArmorSkin® XP	$159.00
8471	Wool Blend ArmorSkin® LS Base Shirt	$85.00
8471-3	LAPD Wool ArmorSkin® LS Base Shirt	$107.0
8471CDC	CDCR Wool ArmorSkin® LS Base Shirt	$78.0
8472	Wool Blend ArmorSkin® Base Shirt	$73.0
8472-3	LAPD Wool ArmorSkin® Base Shirt	$96.0
8472CDC	CDCR Wool ArmorSkin® Base Shirt	$56.0
8473	Wool Blend ArmorSkin® Winter Base Shirt	$108.0
8590	ClassAct® Single Breasted Dress Coat	$320.0
8600-Z	Zippered Polyester LS Shirt	$68.0
8610-Z	Zippered Polyester Shirt	$62.0
8670	Polyester LS SuperShirt®	$82.0
8671	FlexRS™ LS SuperShirt®	$93.0
8675	Polyester SuperShirt®	$76.0
8676	FlexRS™ SuperShirt®	$85.0
8705	StreetGear® Flex LS Shirt	$83.0
8706	NJ State Police LS Shirt	$86.0
8715	StreetGear® Flex Shirt	$69.0
8715NY	NY Metro StreetGear® Flex Shirt	$69.0
8716	NJ State Police Shirt	$76.5
8730CDC	CDCR Line Duty LS Shirt	$61.5
8731	TenX™ BDU LS Shirt	$81.0
8740CDC	CDCR Line Duty Shirt	$53.5
8741	TenX™ BDU Shirt	$73.5
8780CDC	CDCR Ripstop ArmorSkin®	$79.0
8780XP	TenX™ ArmorSkin® XP	$149.0
8781	TenX™ ArmorSkin® LS Base Shirt	$86.0
8781CDC	CDCR Ripstop ArmorSkin® LS Base Shirt	$55.5
8782	TenX™ ArmorSkin® Base Shirt	$77.5
8782CDC	CDCR Ripstop ArmorSkin® Base Shirt	$47.0
8782W	Women's TenX™ ArmorSkin® Base Shirt	$77.5

Attachment: 1905-082 Signed Renewal Letter Galls 2021-2022 (Fire Department Uniforms FY 22)

STOCK GRAPHICS

SHIRT + OUTERWEAR GRAPHICS

	Reflective Silver	Non-Reflective**
1" POLICE	$13.50	$10.00
3.5" POLICE	$20.00	$13.50
3" SHERIFF	$20.00	$13.50
4" POLICE, FIRE, SHERIFF, EMS	$24.00	$14.50
3.375" STAR OF LIFE	$17.50	$14.50
3.375 STAR OF LIFE (silver/blue3D)	$21.00	N/A

VEST GRAPHICS*

339/340

	Reflective Silver	Non-Reflective**
1 Line (both sides)	$26.50	$16.50
2 Lines (both sides)	$37.00	$22.00
342/343		
Per Line	$13.50	$11.00

Custom Lettering**

Price per Line	Price per Line	
	Reflective Silver	*Non-Reflective
1" Per Line	$14.50	$11.00
2" Per Line	$19.00	$13.50
2.5" Per Line	$21.00	$14.50
3" Per Line	$23.00	$15.50
3.5" Per Line	$27.00	$17.50
4" Per Line	$28.50	$18.50
5" Per Line	$33.50	$21.00

CUSTOM LETTERING VOLUME DISCOUNTS (EXCLUDES VESTS)

UNIT	0-10	11--25	26-50	51-100	101+
Discount	0%	10%	15%	20%	25%

All prices include application charges. Arched Lines use the next higher inch (3" curved equal 4" straight). Pricing for 3D lettering is determined by adding the per line reflective prices and the per line non-reflective prices.

*$10 One-time new art set up charge for orders of less than 6 vests. 4 lines per vest max per ANSI rules.

**Non-reflective logos available in black, blue, gold, high visible yellow or white.

**A $15 one time set up charge will be applied for all non-stock GRAPHICS/ LETTERING orders of less than 10 pieces.

CUSTOM EMBROIDERY

Line Size, One Color*	1-6 Letters	7+ Letters
1"	$10.50	$12.00
2"	$13.50	$15.00
3"	$16.50	$18.00

Volume Discounts

Units	1 to 10**	11 to 25	26 to 50	51 to 100	101+
Discount	0%	10%	15%	20%	25%
1" (1-6 Letters)	$10.50	$9.45	$8.93	$8.40	$7.88
1" (7+ Letters)	$12.00	$10.80	$10.20	$9.60	$9.00
2" (1-6 Letters)	$13.50	$12.15	$11.48	$10.80	$10.13
2" (7+ Letters)	$15.00	$13.50	$12.75	$12.00	$11.25
3" (1-6 Letters)	$16.50	$14.85	$14.03	$13.20	$12.38
3" (7+ Letters)	$18.00	$16.20	$15.30	$14.40	$13.50

*One color lettering only. Multiple colors, logos and emblems require a custom quote.

**$15 one time set up charge will be applied for all non-stock lettering orders of less than 10 pieces.

Possession of this list does not constitute an offer to sell. Prices are valid for authorized accounts only. Prices and terms are subject to change without notice. Prices contained on this list do not apply to non-stock colors and styles.

CUSTOMIZATION OPTIONS

		PRICE
OUTERWEAR		
EM	Each Emblem	$9.50
BT	Badge Tab	$8.00
NT	Name Tab	$8.00
MT	Microphone Tab	$8.00
RP	Radio Pocket	$29.00
	Suspenders	$35.00
	Additional button 24 ligne	$6.50
	Additional button 36 ligne	$7.50
	Additional button 36 ligne screw on	$9.50
SHIRTS		
	First emblem	$7.50
	Each Additional Emblem (on same shirt)	$6.00
NT	Name Tab	$8.00
ZP	Zipper front	$15.00
	Epaulets (loose per set of two)	$14.00
	Pocket Flaps (loose per set of two)	$14.00
TROUSERS		
HM	Hem bottoms	$10.50
BR	Add braid (Stock pre-shrunk pokyester)	$20.00
ST	Add Cloth stripe (fused)	$20.00
PKTBL2	Pair of Billy Pockets	$34.50
PKTBL2-CA	Pair of Billy Pockets (california style)	$34.50
PKTFC1	Twister pocket on front leg	$19.50
PKTFC2	Pair of twister pockets on front legs	$34.50
PKTSC1	Side cut-in pocket	$19.50
PKTSC2	Pair of side cut-in pockets	$34.50
PKTCAR	BDU Cargo Pocket	$38.50
SWEATERS		
ELSW	Emblem Left Sleeve	$9.00
ERSW	Emblem Right Sleeve	$9.00
EESW	Emblem Both Sleeves	$17.00
BT	Badge Tab	$8.00
NT	Name Tab	$8.00
MT	Microphone Tab	$8.00
EP	Epaulets	$11.50
PP	Pen Pocket (sleeve)	$13.50
Reflective Packages (SL)		
SL Hem 1.5 (Reflective only 1.5" wide) styles 134, 9972		$19.00
SL Side Seam 1.5" styles 134, 9134, 9972		$39.00
Reflective upgrade SLP9970		$32.50
Reflective Crosswalk pattern on pulldowns (9810Z, 9820, 9860, 9910Z)		$15.50

Please inquire for other customization options.

OVERSIZE CHARGES

ARMORSKIN				
Men's	2XL	3XL	4XL	5XL+
Short, Regular, Tall	10%	20%	30%	75%
XTall, 2XTall	40%	40%	40%	75%
SHIRTS				
Men's	2XL	3XL	4XL	5XL+
	18 - 18.5	19 - 19.5	20 - 20.5	21 - 21.5+
Short, Regular, Tall, Xtall	10%	20%	30%	75%
2XTall (39-41)	40%	40%	40%	75%
Women's	2XL	3XL	4XL	5XL+
	46 - 48	50	52	54+
Regular	10%	20%	30%	75%
TROUSERS				
Men's	44 - 50	52 - 54	56 - 60	60+
Regular	10%	20%	30%	50%
Women's	24 - 26	28	30	32+
Regular	10%	20%	30%	75%
SWEATERS				
Men's	2XL	3XL	4XL	5XL+
Regular, Tall	10%	20%	30%	75%
OUTERWEAR AND RAINWEAR				
Men's	2XL	3XL	4XL	5XL+
	52-54	56-58	60-62	64+
Short, Regular, Tall	10%	20%	30%	75%

Attachment: 1905-082 Signed Renewal Letter Galls 2021-2022 (Fire Department Uniforms FY 22)

1340 Russell Cave Rd
Lexington, KY 40505
www.galls.com

March 10, 2021

To Whom it may Concern:

In 2020 with the Covid-19 pandemic in full swing, Galls, LLC has seen increases in both our labor rates, as well as the materials required to produce the orders placed by you, our valued customer. Overall, the increase we've seen is approximately 5%.

In order to maintain our operating cost, we must pass these increases on and partner with our customers to maintain the health and well-being of our organization and the service to our customers.

Please let me know if you have any questions.

Thank you,

Dean Tidball
Sr. Director Production & Customization.

Attachment: 1905-082 Signed Renewal Letter Galls 2021-2022 (Fire Department Uniforms FY 22)

HAIX® North America
2320 Fortune Drive, Suite 120, Lexington, KY 40509
Phone: 859-281-0111, Toll Free: 866-344-HAIX (4249), Fax: 859-281-0113
service-hna@haix.com, www.haix.com

HAIX® USA

May 14, 2021

Travis Harney
Galls
1340 Russell Cave Road
Lexington, KY 40505

Re: Charleston SC Fire Department Contract

Dear Mr. Harney:

In calendar year 2021, your cost for HAIX® Airpower XR1 boots for the Charleston Fire Department project increased 3%.

The increase of 3% in your cost is due to our manufacturing increases in wages, our cost of raw materials and our transportation costs. As you know, HAIX® boots manufactured in Europe and adjustments must also be made for the Euro to Dollar ratio.

We appreciate your business and value your partnership with HAIX® North America.
If you have any further questions, please do not hesitate to contact me.

Yours sincerely,

Sandy Longarzo
Marketing Administration Manager
HAIX® North America, Inc.

Attachment: 1905-082 Signed Renewal Letter Galls 2021-2022 (Fire Department Uniforms FY 22)

Fechheimer

January 1, 2021

Galls
Attn: Karen Randols
1340 Russell Cave Road
Lexington, KY 40505

Dear Karen,
This letter is to confirm that in January 2021 there will be a list price increase on all Fechheimer (Flying Cross and Vertx) styles. The price increase will be approximately 3.0%. This is in result of increases in materials, trim, labor, and overhead.

If there are any questions or additional information that is needed please feel free to contact me.

Sincerely,

Brian Duffy
VP, Customer Service

Attachment: 1905-082 Signed Renewal Letter Galls 2021-2022 (Fire Department Uniforms FY 22)

4545 Malsbary Road Cincinnati, Ohio 45242 Phone: 513-793-5400 Fax: 513-793-7819 www.fechheimer.com

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Manager
CC: Andy Glasgow, Director of Engineering
Date: November 9, 2021
Re: 2022 Vehicle - Public Works

Action Requested:
Consider and act to authorize the purchase of a vehicle for Public Works from Grapevine Dodge Chrysler Jeep in an amount not to exceed $205,416.00. (Berry)

Background Information:
Staff requests authorization to procure a vehicle for the Public Works Department. This unit is an enhancement to the current fleet and will be purchased through a cooperative contract with BuyBoard, Contract #601-19.

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

Alternatives:
Council may reject the purchase and direct staff.

Financial Considerations:
Funding is available in the current budget.

Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Supporting Documents:
Quote

Staff Recommendation:
Authorize the purchase of vehicle.

QUOTE# 00AA

CONTRACT PRICING WORKSHEET

End User: CITY OF CELINA	Contractor: ROCKDALE COUNTRY FORD
Contact Name: JIMMY FOUGEROUSSE	CALDWELL COUNTRY
Email: JIMMYFOUGEROUSSE@GREENEQUIPCO.COM	Prepared By: Averyt Knapp
Phone #: 817-247-5039	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 979-567-6116
Location City & State: CELINA, TX	Fax #: 979-567-0853
Date Prepared: AUGUST 22, 2021	Address: P. O. Box 72, Rockdale, Texas 76567
Contract Number: BUY BOARD #601-19	Tax ID # 27-3037856
Product Description: 2022 FORD T250 TRANSIT R3X	

A Base Price & Options:	$36,875

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	148″ WHEELBASE, EXTENDED LENGTH R3X HIGH ROOF, 3.7L-V6, 6-SPD AUTOMATIC, 9,000#GVWR, AIR CONDITION, AMFM-STEREO, VINYL BUCKETS (2), POWER WINDOWS, POWER LOCKS, TILT WHEEL, MODIFIED WIRING PACKAGE 53K, HEAVY DUTY ALTERNATOR, DUAL BATTERIES 63E, UPFITTER SWITCH PACKAGE 67E, AUX FUSE PANEL 87E, REAR VISION CAMERA, LOGISTICS	INCL			
	FORD WARRANTY 5YR/60,000 MILES POWERTRAIN @ N/C	INCL		ROCKDALE COUNTRY FORD PO BOX 72 ROCKDALE, TEXAS 76567	
	GREEN EQUIPMENT - ROOVER X AND ACCESSORIES	$168,141			

Subtotal B	$168,141

C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C	

Attachment: 2022 FORD TRANSIT T250 HR-EL R3X-1X-AUGUST22 (FY 2022 Vehicle Public Works)

D Other Price Adjustments (Installation, Delivery, Etc…)	
Subtotal D GREEN EQUIPMENT COMPANY –LITTLE ELM, TX	INCL
E Unit Cost Before Fee & Non-Equipment Charges(A+B+C+D)	$205,016
Quantity Ordered	1
Subtotal E	$205,016
F Non-Equipment Charges (Trade-In, Warranty, Etc…)	
BUY BOARD FEE	$400
G. Color of Vehicle: WHITE	
H. Total Purchase Price (E+F)	$205,416

Estimated Delivery Date:	180-240 DAYS APPX

Attachment: 2022 FORD TRANSIT T250 HR-EL R3X-1X-AUGUST22 (FY 2022 Vehicle Public Works)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Barbara Sprinkle, Purchasing
CC:	Cody Webb, Director of Parks and Recreation
Date:	November 9, 2021
Re:	Mowing Services, Bid 2021-0087

Action Requested:
Consider and act to award bid 2021-0087 for Mowing Services to Yellowstone Landscape and Raul Morales Lawn Service at the unit prices listed in an amount not to exceed $213,397.42. (Berry/Sprinkle)

Background Information:
On 8/23/2021, the City received responses to bid 2021-0087 for Mowing Services for mowing of City owned lots, medians and ROW. The bid invitation was advertised in the local paper and posted on the City's e-Procurement system in which seventy-five vendors were notified. Two No-Bids and four responses were received.

Submittals were reviewed by Parks Department Staff and the Purchasing Department staff. Staff recommends awarding the bid as follows.

Yellowstone Landscape: Categories 1 - 4
Morales Lawn Service: Categories 5 - 9

The contract period is for one-year with four, one-year renewal options.

Alternatives:
Council may reject the award and direct staff.

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

Supporting Documents:
Tab Sheet

Staff Recommendations:
Authorize the purchase as recommended.

Staff Recommendation:

Award Bid 2021-0087

Mowing Services, Bid 2021-0087

				Family First Veteran Lawn and Landscape		**Yellowstone Landscape**		**Raul Morales Lawn Service LLC**		Brightview Landscaping	
				Total Price	$152,300.00	Total Price	$280,167.00	Total Price	$293,467.08	Total Price	$467,806.18
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Weekly Mowing - Class B										
1.1	112 N Colorado St	52	W	$30.00	$1,560.00	$21.64	$1,125.28	$18.05	$938.60	$66.73	$3,469.96
1.2	1413 S. Preston Road Fire Station 1	52	W	$30.00	$1,560.00	$102.40	$5,324.80	$33.81	$1,758.12	$121.07	$6,295.64
1.3	1803 Light Farms Way Fire Station 2	52	W	$30.00	$1,560.00	$145.46	$7,563.92	$31.53	$1,639.56	$177.07	$9,207.64
1.4	201 E Pecan	52	W	$30.00	$1,560.00	$36.65	$1,905.80	$30.00	$1,560.00	$45.75	$2,379.00
1.5	706 E Pecan	52	W	$30.00	$1,560.00	$215.69	$11,215.88	$200.00	$10,400.00	$324.43	$16,870.36
1.6	Founders Park	52	W	$75.00	$3,900.00	$45.04	$2,342.08	$35.87	$1,865.24	$58.52	$3,043.04
1.7	Old Celina Park	52	W	$75.00	$3,900.00	$189.56	$9,857.12	$425.40	$22,120.80	$438.14	$22,783.28
1.8	Old Celina Park	52	W	$75.00	$3,900.00	$34.53	$1,795.56	$425.40	$22,120.80	$438.14	$22,783.28
1.9	Old Celina Park	52	W	$75.00	$3,900.00	$592.77	$30,824.04	$425.40	$22,120.80	$438.14	$22,783.28
1.10	Public Works - 10165 County Road 106	52	W	$75.00	$3,900.00	$270.38	$14,059.76	$58.49	$3,041.48	$401.00	$20,852.00
1.11	Triangle only	52	W	$400.00	$20,800.00	$19.60	$1,019.20	$31.53	$1,639.56	$30.86	$1,604.72
					$48,100.00		$87,033.44		$89,204.96		$132,072.20
2	Bi-Weekly Mowing - Class C										
2.1	101 N Arkansas St	26	B	$30.00	$780.00	$6.84	$177.84	$30.00	$780.00	$14.03	$364.78
2.2	103 N Arkansas St	26	B	$30.00	$780.00	$6.38	$165.88	$30.00	$780.00	$12.88	$334.88
2.3	104 N Colorado St	26	B	$30.00	$780.00	$24.53	$637.78	$36.10	$938.60	$58.30	$1,515.80
2.4	111 E Pecan St	26	B	$30.00	$780.00	$54.84	$1,425.84	$36.10	$938.60	$34.08	$886.08
2.5	112 E Oak St	26	B	$30.00	$780.00	$17.24	$448.24	$36.10	$938.60	$40.05	$1,041.30
2.6	140 N Ohio Dr	26	B	$30.00	$780.00	$9.29	$241.54	$36.10	$938.60	$20.16	$524.16
2.7	17099 Celina Rd	26	B	$30.00	$780.00	$162.04	$4,213.04	$44.78	$1,164.28	$258.25	$6,714.50
2.8	202 S Arkansas St	26	B	$30.00	$780.00	$15.94	$414.44	$36.10	$938.60	$36.82	$957.32
2.9	204 S Arkansas St	26	B	$30.00	$780.00	$4.64	$120.64	$36.10	$938.60	$8.51	$221.26
2.10	204 S Tennessee St	26	B	$30.00	$780.00	$9.18	$238.68	$35.00	$910.00	$19.88	$516.88
2.11	206 S Arkansas	26	B	$30.00	$780.00	$17.58	$457.08	$35.00	$910.00	$40.92	$1,063.92
2.12	2071 Frontier Pkwy - Frontier Lift Station	26	B	$30.00	$780.00	$48.40	$1,258.40	$36.10	$938.60	$41.82	$1,087.32
2.13	210 S Arkansas	26	B	$30.00	$780.00	$18.05	$469.30	$35.00	$910.00	$42.09	$1,094.34
2.14	212 S Arkansas St	26	B	$30.00	$780.00	$14.90	$387.40	$35.00	$910.00	$34.20	$889.20
2.15	301 S Arkansas St	26	B	$30.00	$780.00	$8.73	$226.98	$35.00	$910.00	$18.76	$487.76
2.16	301 S Oklahoma Dr	26	B	$30.00	$780.00	$14.24	$370.24	$35.00	$910.00	$32.55	$846.30
2.17	302 N Ohio Dr	26	B	$30.00	$780.00	$9.18	$238.68	$35.00	$910.00	$18.76	$487.76

	Mowing Services, Bid 2021-0087			Family First Veteran Lawn and Landscape		Yellowstone Landscape		Raul Morales Lawn Service LLC		Brightview Landscaping	
				Total Price	$152,300.00	Total Price	$280,167.00	Total Price	$293,467.08	Total Price	$467,806.18
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
2.18	302 S Arkansas St	26	B	$30.00	$780.00	$14.24	$370.24	$36.10	$938.60	$32.55	$846.30
2.19	303 W Beech St	26	B	$30.00	$780.00	$9.01	$234.26	$36.10	$938.60	$19.45	$505.70
2.20	305 N Colorado St	26	B	$30.00	$780.00	$9.18	$238.68	$35.00	$910.00	$19.88	$516.88
2.21	305 W Beach St.	26	B	$30.00	$780.00	$8.83	$229.58	$36.10	$938.60	$19.01	$494.26
2.22	306 W Maple St	26	B	$30.00	$780.00	$9.18	$238.68	$35.00	$910.00	$19.88	$516.88
2.23	307 N Colorado Dr	26	B	$30.00	$780.00	$7.68	$199.68	$35.00	$910.00	$16.13	$419.38
2.24	307 W Beach St.	26	B	$30.00	$780.00	$9.19	$238.94	$36.10	$938.60	$19.90	$517.40
2.25	308 N Ohio	26	B	$30.00	$780.00	$9.18	$238.68	$35.00	$910.00	$19.88	$516.88
2.26	308 W Maple St.	26	B	$30.00	$780.00	$9.00	$234.00	$36.10	$938.60	$19.44	$505.44
2.27	309 S Texas Dr	26	B	$30.00	$780.00	$6.85	$178.10	$35.00	$910.00	$14.05	$365.30
2.28	311 N Louisiana Dr (Old Fire Station)	26	B	$30.00	$780.00	$20.29	$527.54	$63.06	$1,639.56	$47.70	$1,240.20
2.29	312 E Ash St (Creek behind house)	26	B	$30.00	$780.00	$9.97	$259.22	$36.10	$938.60	$21.85	$568.10
2.30	312 N Ohio Dr	26	B	$30.00	$780.00	$9.18	$238.68	$35.00	$910.00	$19.88	$516.88
2.31	312 W Maple St	26	B	$30.00	$780.00	$10.39	$270.14	$35.00	$910.00	$22.90	$595.40
2.32	318 E Oak St	26	B	$30.00	$780.00	$8.71	$226.46	$35.00	$910.00	$18.71	$486.46
2.33	401 E Ash St	26	B	$30.00	$780.00	$6.65	$172.90	$79.20	$2,059.20	$13.55	$352.30
2.34	401 E Oak St	26	B	$30.00	$780.00	$9.18	$238.68	$35.00	$910.00	$19.88	$516.88
2.35	403 E Ash St	26	B	$30.00	$780.00	$6.29	$163.54	$79.20	$2,059.20	$12.65	$328.90
2.36	403 E Oak St	26	B	$30.00	$780.00	$6.38	$165.88	$35.00	$910.00	$12.86	$334.36
2.37	404 S Arkansas	26	B	$30.00	$780.00	$4.97	$129.22	$35.00	$910.00	$9.35	$243.10
2.38	406 E Oak St	26	B	$30.00	$780.00	$12.99	$337.74	$36.10	$938.60	$29.43	$765.18
2.39	407 W Ash St	26	B	$30.00	$780.00	$6.92	$179.92	$36.10	$938.60	$14.22	$369.72
2.40	409 E Ash St	26	B	$30.00	$780.00	$5.13	$133.38	$36.10	$938.60	$9.75	$253.50
2.41	412 E Oak - parcel west of 414 E Oak	26	B	$30.00	$780.00	$9.18	$238.68	$30.00	$780.00	$19.88	$516.88
2.42	413 E Ash St	26	B	$30.00	$780.00	$6.17	$160.42	$36.10	$938.60	$12.33	$320.58
2.43	414 E Oak St	26	B	$30.00	$780.00	$11.93	$310.18	$30.00	$780.00	$26.77	$696.02
2.44	4299 CR 86 - Coit Water Tower	26	B	$30.00	$780.00	$102.24	$2,658.24	$39.60	$1,029.60	$60.78	$1,580.28
2.45	501 E Walnut St	26	B	$30.00	$780.00	$61.80	$1,606.80	$36.10	$938.60	$57.73	$1,500.98
2.46	501 S Arkansas St	26	B	$30.00	$780.00	$8.71	$226.46	$36.10	$938.60	$18.72	$486.72
2.47	502 S. Oklahoma Dr.	26	B	$30.00	$780.00	$95.94	$2,494.44	$36.10	$938.60	$59.97	$1,559.22
2.48	503 E Walnut St	26	B	$30.00	$780.00	$7.25	$188.50	$36.10	$938.60	$15.06	$391.56
2.49	503 S Arkansas St	26	B	$30.00	$780.00	$7.03	$182.78	$36.10	$938.60	$14.50	$377.00
2.50	504 E Elm St	26	B	$30.00	$780.00	$16.65	$432.90	$35.00	$910.00	$38.58	$1,003.08

	Mowing Services, Bid 2021-0087			Family First Veteran Lawn and Landscape		Yellowstone Landscape		Raul Morales Lawn Service LLC		Brightview Landscaping	
				Total Price	$152,300.00	Total Price	$280,167.00	Total Price	$293,467.08	Total Price	$467,806.18
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
2.51	507 E Walnut St	26	B	$30.00	$780.00	$10.58	$275.08	$35.00	$910.00	$23.38	$607.88
2.52	508 E Elm St	26	B	$30.00	$780.00	$4.77	$124.02	$36.10	$938.60	$13.84	$359.84
2.53	508 E Elm St	26	B	$30.00	$780.00	$6.77	$176.02	$36.10	$938.60	$8.84	$229.84
2.54	508 E Walnut St	26	B	$30.00	$780.00	$9.18	$238.68	$35.00	$910.00	$19.88	$516.88
2.55	514 S Oklahoma Dr	26	B	$30.00	$780.00	$44.20	$1,149.20	$45.00	$1,170.00	$107.56	$2,796.56
2.56	700 N Florida Drive	26	B	$30.00	$780.00	$234.72	$6,102.72	$63.06	$1,639.56	$235.08	$6,112.08
2.57	7707 FM 2478 - Mustang Water Tower	26	B	$30.00	$780.00	$47.94	$1,246.44	$45.00	$1,170.00	$47.72	$1,240.72
2.58	Arkansas Street behind 204 S Arkansas Street	26	B	$30.00	$780.00	$11.98	$311.48	$35.00	$910.00	$26.89	$699.14
2.59	City Hall	26	B	$30.00	$780.00	$6.84	$177.84	$36.10	$938.60	$46.30	$1,203.80
2.60	Dead End of E Oak St next to railroad	26	B	$30.00	$780.00	$3.91	$101.66	$36.10	$938.60	$6.69	$173.94
2.61	Downtown Pump Station - 107 E. Elm Street	26	B	$30.00	$780.00	$84.83	$2,205.58	$79.20	$2,059.20	$19.58	$509.08
2.62	Lousiana Dr across railroad from Rollertown	26	B	$30.00	$780.00	$12.91	$335.66	$36.10	$938.60	$17.98	$467.48
2.63	Lousiana Dr across railroad from Rollertown	26	B	$30.00	$780.00	$47.94	$1,246.44	$36.10	$938.60	$17.98	$467.48
2.64	Lousiana Dr across railroad from Rollertown	26	B	$30.00	$780.00	$47.94	$1,246.44	$36.10	$938.60	$17.98	$467.48
2.65	Morgan Lakes EST - 1601 Settlers Ridge Road	26	B	$30.00	$780.00	$47.94	$1,246.44	$53.92	$1,401.92	$57.28	$1,489.28
2.66	Parcel next to railroad south of Pump Station	26	B	$30.00	$780.00	$8.19	$212.94	$79.20	$2,059.20	$17.41	$452.66
2.67	Part of 309 S Texas Dr	26	B	$30.00	$780.00	$9.18	$238.68	$35.00	$910.00	$19.88	$516.88
2.68	Part of 309 S Texas Dr	26	B	$30.00	$780.00	$4.97	$129.22	$30.00	$780.00	$9.35	$243.10
2.69	Part of 309 S Texas Dr	26	B	$30.00	$780.00	$4.97	$129.22	$30.00	$780.00	$9.35	$243.10
2.70	Preston Streams Park (Property East of 508 E Elm S	26	B	$30.00	$780.00	$94.63	$2,460.38	$71.74	$1,865.24	$56.35	$1,465.10
2.71	Property East of 302 S Arkansas St	26	B	$30.00	$780.00	$14.44	$375.44	$79.20	$2,059.20	$33.04	$859.04
2.72	Property East of 402 S New Mexico Dr	26	B	$30.00	$780.00	$16.78	$436.28	$79.20	$2,059.20	$38.92	$1,011.92
2.73	Property east of 403 E Oak St	26	B	$30.00	$780.00	$5.78	$150.28	$79.20	$2,059.20	$11.38	$295.88
2.74	Property East of 404 S Arkansas St	26	B	$30.00	$780.00	$3.24	$84.24	$79.20	$2,059.20	$15.00	$390.00
2.75	Property east of 406 E Oak St	26	B	$30.00	$780.00	$9.18	$238.68	$79.20	$2,059.20	$19.89	$517.14
2.76	Property East of 408 E Ash St	26	B	$30.00	$780.00	$9.01	$234.26	$79.20	$2,059.20	$19.45	$505.70
2.77	Property East of 412 E Pecan St	26	B	$30.00	$780.00	$8.47	$220.22	$79.20	$2,059.20	$18.11	$470.86
2.78	Property East of 414 E Oak St	26	B	$30.00	$780.00	$6.94	$180.44	$79.20	$2,059.20	$14.28	$371.28
2.79	Property North of 111 N Lousiana Dr	26	B	$30.00	$780.00	$11.26	$292.76	$79.20	$2,059.20	$25.10	$652.60
2.80	Property North of 204 S Tennessee Dr	26	B	$30.00	$780.00	$16.06	$417.56	$79.20	$2,059.20	$37.11	$964.86
2.81	Property North of 210 S Arkansas St	26	B	$30.00	$780.00	$16.41	$426.66	$79.20	$2,059.20	$37.99	$987.74
2.82	Property South of 501 S Arkansas St	26	B	$30.00	$780.00	$5.28	$137.28	$79.20	$2,059.20	$10.12	$263.12
2.83	Property west of 406 E Oak St	26	B	$30.00	$780.00	$9.18	$238.68	$79.20	$2,059.20	$19.88	$516.88

Attachment: Bid Tabulation for Council 10-28-2021 (Mowing Services for ROW and Medians, 2021-0087)

Mowing Services, Bid 2021-0087

				Family First Veteran Lawn and Landscape		**Yellowstone Landscape**		**Raul Morales Lawn Service LLC**		Brightview Landscaping	
				Total Price	$152,300.00	Total Price	$280,167.00	Total Price	$293,467.08	Total Price	$467,806.18
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
2.84	Pump Station - E Elm St	26	B	$30.00	$780.00	$2.86	$74.36	$79.20	$2,059.20	$19.88	$516.88
2.85	ROW South of Founders Park	26	B	$30.00	$780.00	$5.64	$146.64	$79.20	$2,059.20	$11.02	$286.52
2.86	S Arkansas St - Block 69, Lot 2e	26	B	$30.00	$780.00	$4.51	$117.26	$35.00	$910.00	$8.18	$212.68
2.87	Second Property east from 302 S Arkansas St	26	B	$30.00	$780.00	$9.05	$235.30	$79.20	$2,059.20	$19.56	$508.56
2.88	Second property east from 408 E Ash St	26	B	$30.00	$780.00	$9.01	$234.26	$79.20	$2,059.20	$19.45	$505.70
2.89	Second Property West from 414 E Oak St	26	B	$30.00	$780.00	$8.97	$233.22	$79.20	$2,059.20	$19.36	$503.36
2.90	South of existing Gravel Parking 111 E Pecan St	26	B	$30.00	$780.00	$10.55	$274.30	$79.20	$2,059.20	$23.31	$606.06
2.91	Strip behind Coit Water Tower	26	B	$30.00	$780.00	$2.75	$71.50	$79.20	$2,059.20	$15.00	$390.00
2.92	Tennessee St (parcel south of 204 S Tennessee)	26	B	$30.00	$780.00	$9.18	$238.68	$35.00	$910.00	$19.88	$516.88
2.93	205 W Main Street	26	B	$30.00	$780.00	$9.18	$238.68	$35.00	$910.00	$19.88	$516.88
2.94	309 W Beech St	26	B	$30.00	$780.00	$9.18	$238.68	$36.10	$938.60	$19.88	$516.88
					$73,320.00		$50,325.34		$116,998.96		$72,391.02
3	Monthly Mowing - Class D										
3.1	403 W Walnut St	12	M	$50.00	$600.00	$16.86	$202.32	$78.21	$938.52	$83.12	$997.44
3.2	411 W Walnut St	12	M	$50.00	$600.00	$16.80	$201.60	$78.21	$938.52	$83.12	$997.44
3.3	412 W Pecan St	12	M	$50.00	$600.00	$16.82	$201.84	$78.21	$938.52	$83.12	$997.44
3.4	408 W Pecan St	12	M	$50.00	$600.00	$16.86	$202.32	$78.21	$938.52	$83.12	$997.44
					$2,400.00		$808.08		$3,754.08		$3,989.76
4	Mowing As Requested - Class E										
4.1	1386 Private Road 5405	2	YR	$150.00	$300.00	$2,312.58	$4,625.16	$3,164.80	$6,329.60	$3,390.86	$6,781.72
4.2	Future Elementary School Site - Sutton Fields	2	YR	$150.00	$300.00	$655.54	$1,311.08	$1,029.60	$2,059.20	$960.86	$1,921.72
4.3	Future Fire Station site - Sutton Fields	2	YR	$150.00	$300.00	$237.31	$474.62	$1,029.60	$2,059.20	$348.00	$696.00
4.4	Parcel adjacent to Public Works - west side of Publi	2	YR	$150.00	$300.00	$872.77	$1,745.54	$1,194.40	$2,388.80	$1,279.71	$2,559.42
4.5	Public Works - 10165 County Road 106	2	YR	$500.00	$1,000.00	$1,242.22	$2,484.44	$3,041.28	$6,082.56	$1,821.43	$3,642.86
					$2,200.00		$10,640.84		$18,919.36		$15,601.72
5	Right-of-Way Weekly Mowing - Class B										
5.1	Oak St East Celina ROW between 312 402 S Texas S	52	B1	$75.00	$3,900.00	$8.96	$465.92	$35.87	$1,865.24	$67.56	$3,513.12
5.2	Preston Road (1461 to High School) (~52,500 feet) (	52	B1	$75.00	$3,900.00	$1,490.47	$77,504.44	$500.00	$26,000.00	$3,036.31	$157,888.12
					$7,800.00		$77,970.36		$27,865.24		$161,401.24

Attachment: Bid Tabulation for Council 10-28-2021 (Mowing Services for ROW and Medians, 2021-0087)

	Mowing Services, Bid 2021-0087			Family First Veteran Lawn and Landscape		**Yellowstone Landscape**		**Raul Morales Lawn Service LLC**		Brightview Landscaping	
				Total Price	$152,300.00	Total Price	$280,167.00	Total Price	$293,467.08	Total Price	$467,806.18
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
6	Right-of-Way Bi-Weekly Mowing - Class C										
6.1	Dallas North Toll Road (428 to Frontier) (~16,700 ft	26	C1	$75.00	$1,950.00	$639.52	$16,627.52	$539.17	$14,018.42	$1,285.28	$33,417.28
6.2	Strip of land CR 97	26	C1	$50.00	$1,300.00	$102.82	$2,673.32	$39.60	$1,029.60	$77.72	$2,020.72
					$3,250.00		$19,300.84		$15,048.02		$35,438.00
7	Right-of-Way Monthly Mowing - Class D										
7.1	Strip of land Settlers Ridge Rd / CR 97	26	D1	$50.00	$1,300.00	$38.07	$989.82	$85.80	$2,230.80	$106.39	$2,766.14
7.2	Sunset Drainage Channel (Elem. School to 428) (~23	12	D1	$100.00	$1,200.00	$123.35	$1,480.20	$155.43	$1,865.16	$531.20	$6,374.40
7.3	Preston Road ROW 15' wide from Frontier to High S	12	D1	$400.00	$4,800.00	$1,871.09	$22,453.08	$1,109.60	$13,315.20	$2,324.20	$27,890.40
					$7,300.00		$24,923.10		$17,411.16		$37,030.94
8	Median Weekly Mowing - Class B										
8.1	Kinship Pkwy	52	B2	$40.00	$2,080.00	$12.26	$637.52	$25.00	$1,300.00	$43.20	$2,246.40
8.2	Choate Pkwy	52	B2	$75.00	$3,900.00	$138.28	$7,190.56	$41.40	$2,152.80	$107.05	$5,566.60
					$5,980.00		$7,828.08		$3,452.80		$7,813.00
9	Median Bi-Weekly Mowing - Class C										
9.1	Medians on Punk Carter (E of Legacy to E of DNT)	26	C2	$75.00	$1,950.00	$51.42	$1,336.92	$31.25	$812.50	$79.55	$2,068.30
					$1,950.00		$1,336.92		$812.50		$2,068.30
	TOTAL PRICE				$152,300.00		$280,167.00		$293,467.08		$467,806.18
	Total Award by Category.						**$148,807.70**		**$64,589.72**		

Attachment: Bid Tabulation for Council 10-28-2021 (Mowing Services for ROW and Medians, 2021-0087)

Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Robin Bromiley, Director of Finance
CC: Jason Laumer, City Manager
Date: November 9, 2021
Re: Budget Amendment FY2020-2021

Action Requested:
Consider and act upon an ordinance of the City of Celina, Texas amending ordinance 2020-77 which adopted and approved the budget for fiscal year beginning October 1, 2020 and ending September 30, 2021, and make appropriations for each department, project and account, by adopting an amended 2020-2021 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this ordinance. (Bromiley)

Background Information:
A FY2021 budget amendment is requested for the FY2020-2021 Operating Budget and CIP Budgets.

Provide update across funds to prepare general ledger for end of fiscal year close.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:
Ordinance Amending Budget
Exhibit A

Staff Recommendation:
Approval

CITY OF CELINA, TEXAS
ORDINANCE NO. 2021-

AN ORDINANCE OF THE CITY OF CELINA, TEXAS AMENDING ORDINANCE 2020-77, WHICH ADOPTED AND APPROVED THE BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021, AND MAKE APPROPRIATIONS FOR EACH DEPARTMENT, PROJECT AND ACCOUNT, BY ADOPTING AN AMENDED FISCAL YEAR 2020-2021 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 2020-2021, heretofore previously adopted by Ordinance 2020-77; and

WHEREAS, Section 102.010 of the Texas Local Government Code authorizes the governing body of a municipality to make changes in the budget for municipal purposes; and

WHEREAS, the City Council has reviewed various line items within the budget and has determined that a valid municipal purpose is served by reallocating funds between various budget line items; and

WHEREAS, a proposed amendment to the budget has been placed on file with the City Secretary of the City of Celina, Texas.

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

SECTION 1. The above and foregoing premises are incorporated into the body of this Ordinance as if copied herein in their entirety.

SECTION 2. The City's budget for the fiscal year ending September 30, 2021, heretofore previously adopted by Ordinance 2020-77 duly enacted by the City Council of the City of Celina on the 8th day of September, 2020, be and is hereby amended as set out in Exhibit "A" attached hereto and incorporated herein, which amendment is hereby, in all respects, finally approved and adopted as so changed; the remainder of the budget being unchanged and remaining in full force and effect as originally adopted.

SECTION 3. That the amounts specified in Exhibit "A" be hereby appropriated and reallocated as specified for those purposes designated in Exhibit "A".

SECTION 4. The City Manager shall file or cause to be filed a true and correct copy of the amended budget, along with this Ordinance, with the City Secretary and in the office of the County Clerk of Collin County, Texas and Denton County, Texas.

Attachment: 2021-xx Amend Budget ordinance November 09 2021 (FY2021 Budget Amendment November 2021)

SECTION 5. This Ordinance shall be cumulative of all provisions of Ordinances of the City of Celina, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the conflicting provisions of such Ordinances are hereby repealed.

SECTION 6. The provisions of this Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole, or in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decision or enactment.

SECTION 7. The City Secretary of the City of Celina is hereby directed to publish in the official newspaper of the City of Celina, the descriptive caption and effective date of this ordinance as required by Section 52.013 of the Local Government Code.

SECTION 8. The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive caption in the minutes of the City Council and by filing this ordinance in the ordinance records of the City.

SECTION 9. This Ordinance shall become effective from and after its date of passage in accordance with law.

IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 9th day of November 2021.

_____
Sean Terry, Mayor

ATTEST:

_____
Vicki Tarrant, City Secretary

APPROVED AS TO FORM:

_____
City Attorney

Attachment: 2021-xx Amend Budget ordinance November 09 2021 (FY2021 Budget Amendment November 2021)

Exhibit A

Meeting date: November 9, 2021
FY2021 Budget Amendment Detail

Account #	Account Name	Description	Adjustment
202-119-000-6633	Credit Card Fees	Increase in Credit Card Activity	15,000.00
202-31-3050	Fund Balance	Water/Wastewater Fund Balance	(15,000.00)
115-112-000-6164	Uniforms/Vests - Police	Purchase of Bullet Proof Vests	3,000.00
115-400-000-4510	Police Grants - Other	Grant Funds Received	(3,000.00)

Description
Budget Amendment Ordinance

Created By	Date		Yes	No
Robin Bromiley		11/9/2021		
Reviewed By	Date		Approved by Council	
Entered By	Date		Date	

Attachment: 2021-xx Amend Budget ordinance November 09 2021 (FY2021 Budget Amendment

Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Robin Bromiley, Director of Finance
CC: Jason Laumer, City Manager
Date: November 9, 2021
Re: Budget Amendment FY2021-2022

Action Requested:
Consider and act upon an ordinance of the City of Celina, Texas amending ordinance 2021-75 which adopted and approved the budget for fiscal year beginning October 1, 2021 and ending September 30, 2022, and make appropriations for each department, project and account, by adopting an amended 2021-2022 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this ordinance. (Bromiley)

Background Information:
A FY2022 budget amendment is requested for the FY2021-2022 Operating Budget

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:
Ordinance Amending Budget
Exhibit A

Staff Recommendation:
Approval

CITY OF CELINA, TEXAS
ORDINANCE NO. 2021-

AN ORDINANCE OF THE CITY OF CELINA, TEXAS AMENDING ORDINANCE 2021-75, WHICH ADOPTED AND APPROVED THE BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022, AND MAKE APPROPRIATIONS FOR EACH DEPARTMENT, PROJECT AND ACCOUNT, BY ADOPTING AN AMENDED FISCAL YEAR 2021-2022 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 2021-2022, heretofore previously adopted by Ordinance 2021-75; and

WHEREAS, Section 102.010 of the Texas Local Government Code authorizes the governing body of a municipality to make changes in the budget for municipal purposes; and

WHEREAS, the City Council has reviewed various line items within the budget and has determined that a valid municipal purpose is served by reallocating funds between various budget line items; and

WHEREAS, a proposed amendment to the budget has been placed on file with the City Secretary of the City of Celina, Texas.

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

SECTION 1. The above and foregoing premises are incorporated into the body of this Ordinance as if copied herein in their entirety.

SECTION 2. The City's budget for the fiscal year ending September 30, 2022, heretofore previously adopted by Ordinance 2021-75 duly enacted by the City Council of the City of Celina on the 14th day of September, 2021, be and is hereby amended as set out in Exhibit "A" attached hereto and incorporated herein, which amendment is hereby, in all respects, finally approved and adopted as so changed; the remainder of the budget being unchanged and remaining in full force and effect as originally adopted.

SECTION 3. That the amounts specified in Exhibit "A" be hereby appropriated and reallocated as specified for those purposes designated in Exhibit "A".

SECTION 4. The City Manager shall file or cause to be filed a true and correct copy of the amended budget, along with this Ordinance, with the City Secretary and in the office of the County Clerk of Collin County, Texas and Denton County, Texas.

Attachment: 2021-xx Amend Budget Ordinance November 9, 2021 (FY2022 Budget Amendment November 2021)

SECTION 5. This Ordinance shall be cumulative of all provisions of Ordinances of the City of Celina, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the conflicting provisions of such Ordinances are hereby repealed.

SECTION 6. The provisions of this Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole, or in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decision or enactment.

SECTION 7. The City Secretary of the City of Celina is hereby directed to publish in the official newspaper of the City of Celina, the descriptive caption and effective date of this ordinance as required by Section 52.013 of the Local Government Code.

SECTION 8. The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive caption in the minutes of the City Council and by filing this ordinance in the ordinance records of the City.

SECTION 9. This Ordinance shall become effective from and after its date of passage in accordance with law.

IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 9th day of November 2021.

_____
Sean Terry, Mayor

ATTEST:

_____
Vicki Tarrant, City Secretary

APPROVED AS TO FORM:

_____
City Attorney

Attachment: 2021-xx Amend Budget Ordinance November 9, 2021 (FY2022 Budget Amendment November 2021)

Exhibit A

Meeting date: November 09, 2021
FY2022 Budget Amendment Detail

Account #	Account Name	Description	Adjustment
102-110-000-6100	SALARIES	Firefighters (3)	180,000.00
102-110-000-6106	FLSA OVERTIME	Firefighters (3)	21,000.00
102-110-000-6150	P/R TX EXPENSE	Firefighters (3)	16,149.50
102-110-000-6154	GROUP HEALTH INSURANCE	Firefighters (3)	45,390.00
102-110-000-6156	RETIREMENT-TMRS	Firefighters (3)	12,740.30
102-110-000-6157	WORMAN'S COMP	Firefighters (3)	7,220.00
102-110-000-6164	UNIFORMS	Firefighters (3)	6,000.00
102-110-000-6830	CAPITAL - EQUIPMENT	Firefighters (3)	18,000.00
102-31-3050	FUND BALANCE	General Fund Balance	(306,499.80)
102-113-000-6100	SALARIES	Part-time Site Coordinators	33,000.00
102-113-000-6150	P/R TX EXPENSE	Part-time Site Coordinators	3,000.00
102-400-000-4318	FIELD/PAVILION RENTAL FEES	Tournament/Practice Revenue	(45,000.00)
102-112-000-6840	CAPITAL - VEHICLE	Police Capital Vehicles not received in FY2021	130,390.00
102-113-000-6840	CAPITAL - VEHICLE	Parks Capital Vehicles not received in FY2021	42,137.00
102-107-000-6840	CAPITAL - VEHICLE	Development Capital Vehicles not received in FY2021	25,519.00
102-110-000-6840	CAPITAL - VEHICLE	Fire/EMS Capital Vehicles not received in FY2021	65,685.00
102-31-3050	FUND BALANCE	General Fund Balance	(263,731.00)
202-118-000-6840	CAPITAL - VEHICLE	Water/Wastewater Capital Vehicles not received in FY2021	91,755.00
202-31-3050	FUND BALANCE	Water/Wastewater Fund Balance	(91,755.00)
116-112-000-6611	CRIME PREVENTION	Police Department crime prevention	10,000.00
116-31-3050	FUND BALANCE	Law Enforcement Fund	(10,000.00)

Description
Budget Amendment Ordinance

Created By	Date			
Robin Bromiley		11/9/2021	Yes	No
Reviewed By	Date		Request Approval by Council	
Entered By	Date		Date	

Attachment: 2021-xx Amend Budget Ordinance November 9, 2021 (FY2022 Budget Amendment November

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Andy Glasgow, Director of Engineering
CC: Andy Glasgow, Director of Engineering
Date: November 9, 2021
Re:

Action Requested:
Consider and act upon an ordinance of the City of Celina, Texas, authorizing the future release of the Celina Development LLC street access and utility easement dedicated as part of Lilyana Phase 2A-2. (Glasgow)

Background Information:

As part of the Lilyana Phase 2A-2 project **Celina Development, LLC** by that certain instrument dated the 19th day of October, 2020, recorded document number 20201019001809410, Deed Records of Collin County, Texas, dedicated a street access and utility easement for the construction of a water and sewer stubs, electric lines and utilities to provide service for a future phase. With the construction of the Lilyana Phase 4, the easement is being incorporated in the new Right Of Way dedicated for Yellow Orchid Ln hence City of Celina has determined that there is no longer the need for the easement and desires to release, remise, and relinquish all such interest created in the above-mentioned instrument insofar as it affects or appertains to the premises described therein, being the same premises described in the attached Exhibit "A"

Notification:
N/A

Legal Review:
The City Attorney has reviewed the Ordinance and found it acceptable.

Supporting Documents:
- Ordinance

Staff Recommendation:
Staff recommends approval.

RELEASE OF EASEMENT

THE STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN §

WHEREAS, by that certain instrument dated the 19th day of October, 2020, recorded document number 20201019001809410, Deed Records of Collin County, Texas, the City of Celina, Texas was granted a right of way, easement and right to construct, reconstruct, replace, remove and perpetually maintain and operate sewer lines, water lines, electric lines and other utilities to provide sewer, water, electric and other utility services to its customers, together with all necessary laterals, along, over, upon and across certain property more particularly described therein, the grantors of such easement being **Celina Development, LLC**, a Texas limited liability company; and

WHEREAS, the City of Celina has determined that it no longer needs the easement and rights conveyed to it by said instrument, and desires to release, remise, and relinquish all such interest created in the above-mentioned instrument insofar as it affects or appertains to the premises described therein, being the same premises described in the attached Exhibit "A"; and

WHEREAS, pursuant to Sec. 272.001, Texas Local Government Code, the City of Celina is authorized to release and convey an easement interest in land to the property owners who own the underlying fee simple;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, the City of Celina of the County of Collin, State of Texas, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and

Attachment: Release of Easement (Lilyana) (Release of Celina Development LLC Easement- Lilyana Ph. 2A-2)

sufficiency of which is hereby acknowledged, has forever remised, released and relinquished and by these presents does Forever Remise, Release and Relinquish all that certain easement interest created and established in the above-mentioned instrument insofar as it affects or appertains to the premises described in said Exhibit "A."

IN WITNESS WHEREOF, this instrument is executed on this the _____day of _____, 2019.

CITY OF CELINA:

_____
Sean Terry, Mayor

Attest:

_____
Vicki Tarrant, City Secretary

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on _____ ____, 2019, by Sean Terry, Mayor of the City of Celina, Texas on behalf of said City.

_____
Notary Public in and for the State of TEXAS

Attachment: Release of Easement (Lilyana) (Release of Celina Development LLC Easement- Lilyana Ph. 2A-2)

EXHIBIT "A"

BEING a tract of land situated in the W. Wilhite Survey, Abstract No. 1002, in the City of Celina, Collin County, Texas, and being part of a tract conveyed to Celina Development, LLC, recorded in Document No. 20151123001468620, Deed Records, Collin County, Texas (DRCCT), with the subject tract being more particularly described as follows:

BEGINNING at a point from which a 5/8" iron rod found for the northeast corner of said Celina Development tract bears N 17°52'19" E, 2401.51 feet;

THENCE S 00°14'00" E, 15.00 feet;

THENCE S 89°46'00" W, 50.00 feet;

THENCE N 00°14'00" W, 15.00 feet to a point from which a PK nail found for the northwest corner of said Celina Development tract bears N 47°37'12" W, 3316.98 feet;

THENCE N 89°46'00" E, 50.00 feet to the POINT OF BEGINNING with the subject tract containing 750 square feet or 0.017 acres of land.

STATE OF TEXAS
REGISTERED
DARREN K. BROWN
5252
PROFESSIONAL
LAND SURVEYOR

DARREN K. BROWN, R.P.L.S. 5252

EASEMENT ABANDONMENT OF

STREET ACCESS & UTILITY EASEMENT

LILYANA PHASE 2A-2

W. WILHITE SURVEY, A-1002

CITY OF CELINA, COLLIN COUNTY, TEXAS

SPIARS ENGINEERING & SURVEYING
765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
TBPE No F-2121 • TBLPS No. F-10043100 • www.spiarseng.com

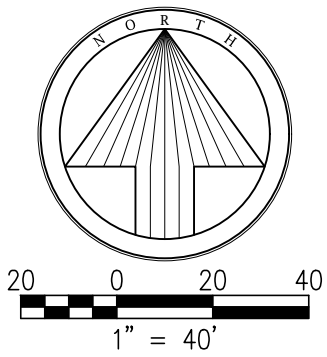
Drawn:	Checked:	Date	Job No.
CN	DKB	9/28/21	17-041

Drawing: G:\2017 JOBS\17-041 Lilyana Phase 2A\ADMIN - SURVEY\DWG\17-041 Street Access Util Esmts Abandonments.dwg Saved By: Cneal Save Time: 9/28/2021 11:51:10 AM Plotted by: cneal Plot Date: 9/28/2021 11:56 AM

Attachment: Release of Easement (Lilyana) (Release of Celina Development LLC Easement- Lilyana Ph. 2A-2)

Basis of bearing:
State Plane Coordinate System, North Texas Central Zone 4202, North American Datum of 1983. Adjustment Realization 2011.

W. WILHITE SURVEY
ABSTRACT NO. 1002



N 47°37'12" W, 3316.98'
to a PK Nail Fnd. (CM)

Easement Abandonment of Street Access & Utility Easement
0.017 Acres
(750 Sq. Ft.)

N 17°52'19" E, 2401.51'
to a 5/8" IRF (CM)

CELINA DEVELOPMENT, LLC
Doc. No. 20151123001468620 DRCCT

POINT OF BEGINNING

N 89°46'00" E
50.00'

N 00°14'00" W
15.00'

S 89°46'00" W
50.00'

S 00°14'00" E
15.00'

S 00°14'00" E
6.12'

12

K

11

YELLOW ORCHID LANE

H

17

16

LILYANA PHASE 2A-2
(Book 2020, Page 728 MRCCT)

RAIN LILY STREET

EASEMENT ABANDONMENT OF

STREET ACCESS & UTILITY EASEMENT

LILYANA PHASE 2A-2

W. WILHITE SURVEY, A-1002

CITY OF CELINA, COLLIN COUNTY, TEXAS

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STATE OF TEXAS
REGISTERED
DARREN K. BROWN
5252
PROFESSIONAL
LAND SURVEYOR

DARREN K. BROWN, R.P.L.S. 5252

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BEGINNING at a point from which a 5/8" iron rod found for the northeast corner of said Celina Development tract bears N 31°41'24" E, 2067.37 feet;

THENCE S 59°46'00" E, 15.00 feet;

THENCE N 30°14'00" W, 50.00 feet to a point from which a PK nail found for the northwest corner of said Celina Development tract bears N 51°37'20" W, 2695.44 feet;

THENCE N 59°46'00" W, 15.00 feet;

THENCE S 30°14'00" E, 50.00 feet to the POINT OF BEGINNING with the subject tract containing 750 square feet or 0.017 acres of land.

STATE OF TEXAS
REGISTERED
DARREN K. BROWN
5252
PROFESSIONAL
LAND SURVEYOR

DARREN K. BROWN, R.P.L.S. 5252

EASEMENT ABANDONMENT OF

STREET ACCESS & UTILITY EASEMENT

LILYANA PHASE 2A-2

W. WILHITE SURVEY, A-1002

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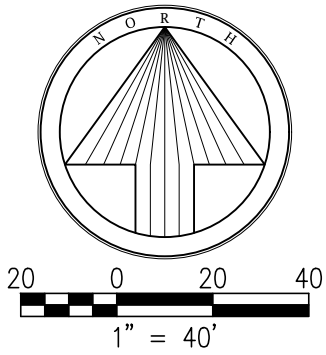
W. WILHITE SURVEY
ABSTRACT NO. 1002



Easement
Abandonment of
Street Access &
Utility Easement
0.017 Acres
(750 Sq. Ft.)

N 51°37'20" W, 2695.44'
to a PK Nail Fnd. (CM)

N 59°46'00" E
15.00'

S 30°14'00" E
50.00'

N 30°14'00" W
50.00'

N 31°41'24" E, 2067.37'
to a 5/8" IRF (CM)

CELINA DEVELOPMENT, LLC
Doc. No. 20151123001468620 DRCCT

POINT OF
BEGINNING

S 59°46'00" W
15.00'

LADYS MANTLE WAY

1

K

LILYANA PHASE 2A-2
(Book 2020, Page 728 MRCCT)

2

STATE OF TEXAS
REGISTERED
DARREN K. BROWN
5252
PROFESSIONAL
LAND SURVEYOR

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EASEMENT ABANDONMENT OF
STREET ACCESS & UTILITY EASEMENT
LILYANA PHASE 2A-2
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BEGINNING at a point from which a 5/8" iron rod found for the northeast corner of said Celina Development tract bears N 37°28'42" E, 2117.27 feet;

THENCE S 59°46'00" E, 60.00 feet;

THENCE N 30°14'00" W, 15.00 feet to a point from which a PK nail found for the northwest corner of said Celina Development tract bears N 48°54'57" W, 2506.89 feet;

THENCE N 59°46'00" W, 60.00 feet;

THENCE S 30°14'00" E, 15.00 feet to the POINT OF BEGINNING with the subject tract containing 900 square feet or 0.021 acres of land.

STATE OF TEXAS
REGISTERED
DARREN K. BROWN
5252
PROFESSIONAL
LAND SURVEYOR

DARREN K. BROWN, R.P.L.S. 5252

EASEMENT ABANDONMENT OF

STREET ACCESS & UTILITY EASEMENT

LILYANA PHASE 2A-2

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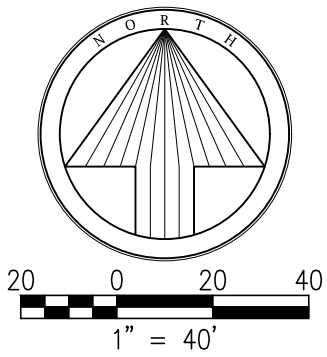
W. WILHITE SURVEY
ABSTRACT NO. 1002



CELINA DEVELOPMENT, LLC
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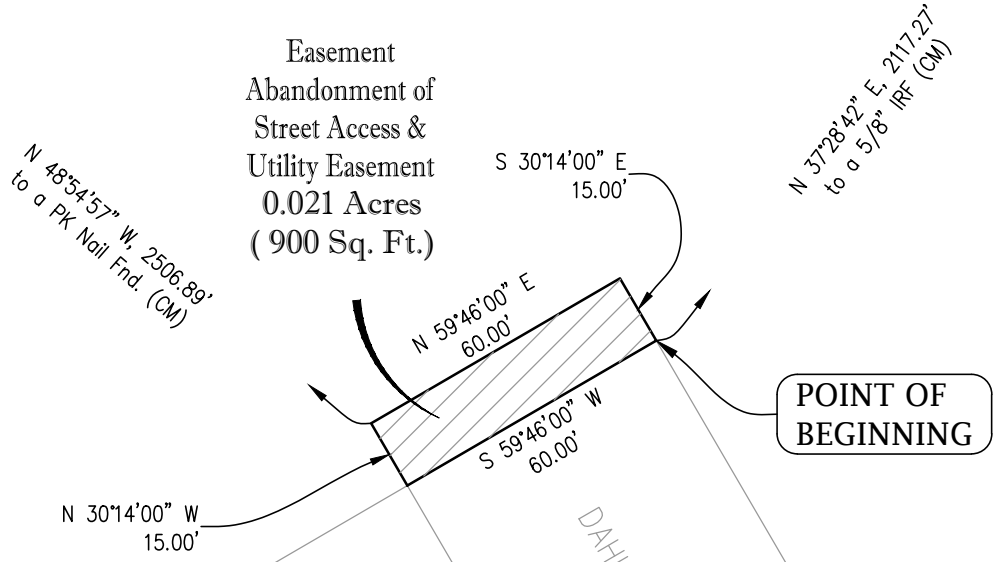

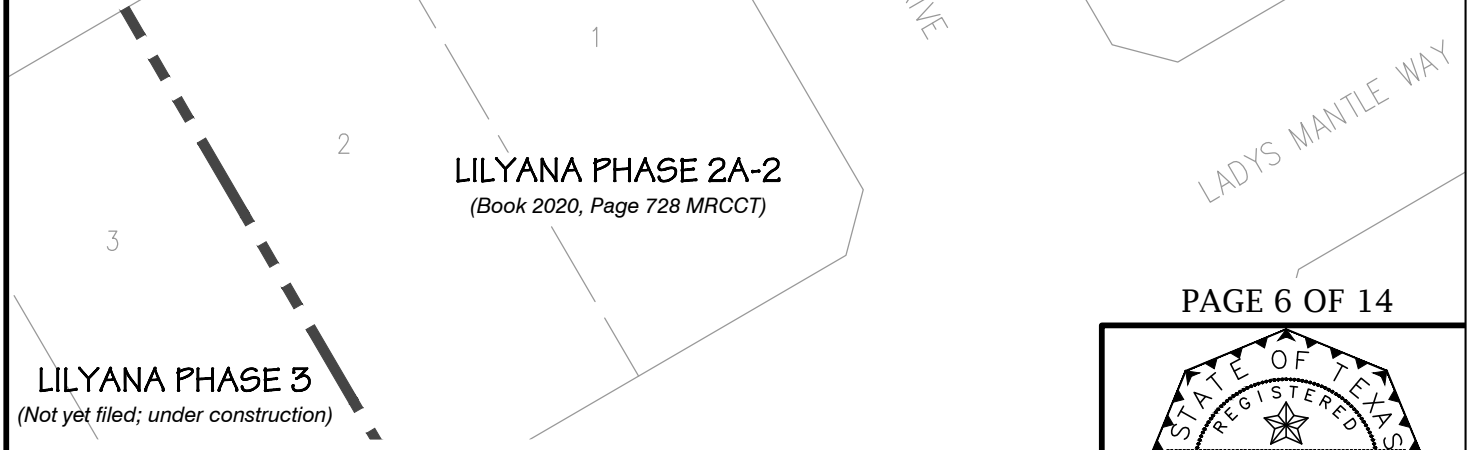

EASEMENT ABANDONMENT OF

STREET ACCESS & UTILITY EASEMENT

LILYANA PHASE 2A-2

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STATE OF TEXAS
REGISTERED
DARREN K. BROWN
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PROFESSIONAL
LAND SURVEYOR

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BEGINNING at a point from which a 5/8" iron rod found for the northeast corner of said Celina Development tract bears N 42°15'00" E, 2667.97 feet;

THENCE S 68°42'51" W, 50.00 feet;

THENCE N 21°17'09" W, 15.00 feet to a point from which a PK nail found for the northwest corner of said Celina Development tract bears N 35°48'06" W, 2378.42 feet;

THENCE N 68°42'51" E, 50.00 feet;

THENCE S 21°17'09" E, 15.00 feet to the POINT OF BEGINNING with the subject tract containing 750 square feet or 0.017 acres of land.

STATE OF TEXAS
REGISTERED
DARREN K. BROWN
5252
PROFESSIONAL
LAND SURVEYOR

DARREN K. BROWN, R.P.L.S. 5252

EASEMENT ABANDONMENT OF

STREET ACCESS & UTILITY EASEMENT

LILYANA PHASE 3

W. WILHITE SURVEY, A-1002

CITY OF CELINA, COLLIN COUNTY, TEXAS

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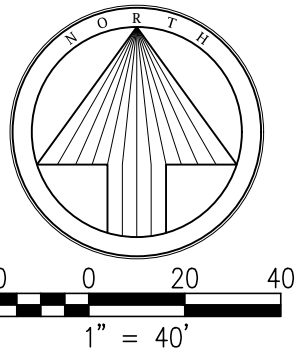
ABSTRACT NO. 1002



N 35°48'06" W, 2378.42'
to a PK Nail Fnd. (CM)

Easement
Abandonment of
Street Access &
Utility Easement
0.017 Acres
(750 Sq. Ft.)

N 42°15'00" E, 2667.97'
to a 5/8" IRF (CM)

S 21°17'09" E
15.00'

N 68°42'51" E
50.00'

S 68°42'51" W
50.00'

N 21°17'09" W
15.00'

POINT OF
BEGINNING

8

9

10

LILYANA PHASE 3
(Book 2020, Page 730, MRCCT)

CELINA DEVELOPMENT, LLC
Doc. No. 20151123001468620 DRCCT

TWISTED LEAF LANE

LADYS MANTLE WAY

13

STATE OF TEXAS
REGISTERED
DARREN K. BROWN
5252
PROFESSIONAL
LAND SURVEYOR

DARREN K. BROWN, R.P.L.S. 5252

EASEMENT ABANDONMENT OF

STREET ACCESS & UTILITY EASEMENT

LILYANA PHASE 3

W. WILHITE SURVEY, A-1002

CITY OF CELINA, COLLIN COUNTY, TEXAS

SPIARS ENGINEERING & SURVEYING
765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
TBPE No F-2121 • TBLPS No. F-10043100 • www.spiarseng.com

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CN	DKB	9/28/21	17-041

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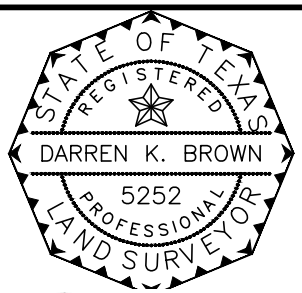
BEGINNING at a point from which a 5/8" iron rod found for the northeast corner of said Celina Development tract bears N 39°31'55" E, 2794.68 feet;

THENCE S 71°10'40" W, 15.00 feet;

THENCE N 18°49'20" W, 50.00 feet to a point from which a PK nail found for the northwest corner of said Celina Development tract bears N 34°41'35" W, 2508.98 feet;

THENCE N 71°10'40" E, 15.00 feet;

THENCE S 18°49'20" E, 50.00 feet to the POINT OF BEGINNING with the subject tract containing 750 square feet or 0.017 acres of land.



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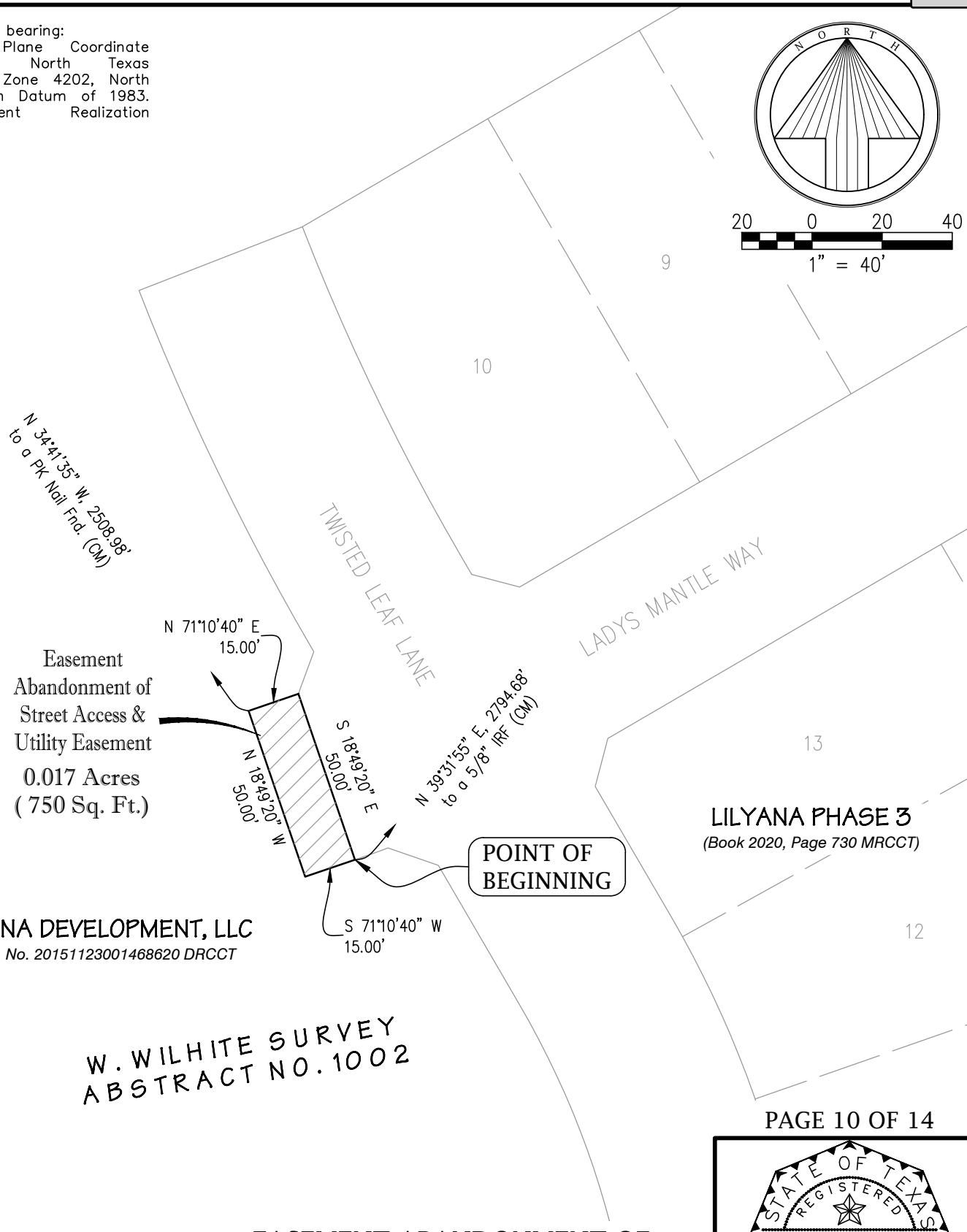

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BEGINNING at a point from which a 5/8" iron rod found for the northeast corner of said Celina Development tract bears N 34°36'08" E, 3006.36 feet;

THENCE S 89°46'00" W, 15.00 feet;

THENCE N 00°14'00" W, 50.00 feet to a point from which a PK nail found for the northwest corner of said Celina Development tract bears N 32°32'03" W, 2816.61 feet;

THENCE N 89°46'00" E, 15.00 feet;

THENCE S 00°14'00" E, 50.00 feet to the POINT OF BEGINNING with the subject tract containing 750 square feet or 0.017 acres of land.

STATE OF TEXAS
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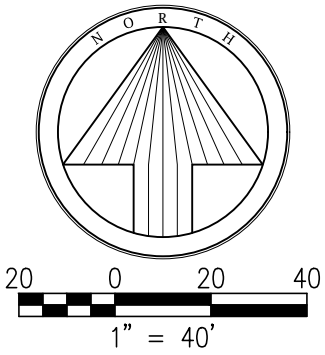

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N 32°32'03" W, 2816.61'
to a PK Nail Fnd. (CM)

N 89°46'00" E
15.00'

Easement Abandonment of Street Access & Utility Easement
0.017 Acres
(750 Sq. Ft.)

N 00°14'00" W
50.00'

S 00°14'00" E
50.00'

N 34°36'08" E, 3006.36'
to a 5/8" IRF (CM)

POINT OF BEGINNING

S 89°46'00" W
15.00'

CELINA DEVELOPMENT, LLC
Doc. No. 20151123001468620 DRCCT

LILYANA PHASE 3
(Book 2020, Page 730 MRCCT)

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TWISTED LEAF LANE

W. WILHITE SURVEY
ABSTRACT NO. 1002

EASEMENT ABANDONMENT OF
STREET ACCESS & UTILITY EASEMENT
LILYANA PHASE 3
W. WILHITE SURVEY, A-1002
CITY OF CELINA, COLLIN COUNTY, TEXAS

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BEGINNING at a point from which a 5/8" iron rod found for the northeast corner of said Celina Development tract bears N 39°43'00" E, 3586.56 feet;

THENCE S 67°46'00" W, 60.00 feet;

THENCE N 22°14'00" W, 15.00 feet to a point from which a PK nail found for the northwest corner of said Celina Development tract bears N 18°01'24" W, 2857.84 feet;

THENCE N 67°46'00" E, 60.00 feet;

THENCE S 22°14'00" E, 15.00 feet to the POINT OF BEGINNING with the subject tract containing 900 square feet or 0.021 acres of land.

STATE OF TEXAS
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EASEMENT ABANDONMENT OF

STREET ACCESS & UTILITY EASEMENT

LILYANA PHASE 3

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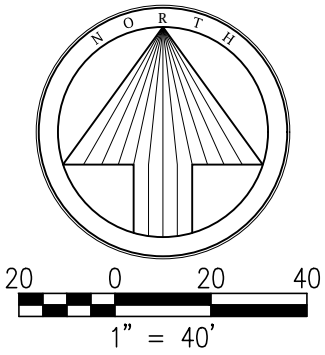

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ABSTRACT NO. 1002

CELINA DEVELOPMENT, LLC
Doc. No. 20151123001468620 DRCCT

N 18°01'24" W, 2857.84'
to a PK Nail Fnd. (CM)

Easement
Abandonment of
Street Access &
Utility Easement
0.021 Acres
(900 Sq. Ft.)

N 39°43'00" E, 3586.56'
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S 22°14'00" E
15.00'

N 67°46'00" E ~ 60.00'

POINT OF
BEGINNING

S 67°46'00" W ~ 60.00'

N 22°14'00" W
15.00'

10

11

LILYANA PHASE 3
(Book 2020, Page 730 MRCCT)

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Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Andy Glasgow, Director of Engineering
Date: November 9, 2021
Re: Amendment #1 to Interlocal Agreement between the City of Celina, Town of Prosper, and Collin County on Frontier Parkway between Preston Road (SH 289) and North Dallas Parkway.

Action Requested:
Authorize the City Manager to executed Amendment #1 to the Interlocal Agreement by and between the Town of Prosper, Collin County, and the City of Celina on Frontier Parkway between Preston Road (SH 289) and North Dallas Parkway. (Glasgow)

Background Information:
In May 2014, the City of Celina entered into an Interlocal Agreement with the Town of Prosper and Collin County to reconstruct Frontier Parkway from two lanes to four lanes. In July 2014, Celina City Council passed a resolution opposing the construction of a grade separated bridge over BNSF railroad. In April 2017, Celina City Council reversed its decision and passed a resolution supporting the construction of a grade separated bridge over BNSF railroad. In October 2018, Celina City Council agreed to fund the cost difference in design and construction of the grade separation to expedite the project. Collin County bid Project 2020-303 as a competitive sealed bid proposal on September 22, 2020 and closed the bid on October 22, 2020. The County received 5 bids and Mario Sinacola was the apparent low bidder.

The project is under construction; however, private development continues along this corridor. The proposed amendment will allow either Prosper or Celian to coordinate development improvements (i.e. turn lanes and/or median openings) to be tied into the construction project. Each city would be responsible for their costs. Collin County will not be contributing to the costs for improvements generated by private developments. The proposed amendment outlines this program.

Board Review/Citizen Input:
N/A

Alternatives:
City Council could decide to not execute amendment.

Financial Considerations:
Proposed improvements on Celina's side will be funded by private development. No additional city funds will be used to pay for these improvements.

Legal Review:

Legal council has reviewed and approved the amendment.

Supporting Documents:
Interlocal Agreement Amendment #1

Staff Recommendation:
Staff recommends approval.

**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT
BETWEEN
COLLIN COUNTY, THE TOWN OF PROSPER AND THE CITY OF CELINA
CONCERNING THE DESIGN AND CONSTRUCTION OF
FRONTIER PARKWAY FROM THE DALLAS NORTH TOLLWAY TO PRESTON ROAD (SH 289)**

WHEREAS, the County of Collin, Texas (the "County"), the Town of Prosper, Texas ("Prosper") and the City of Celina, Texas ("Celina"), (Prosper and Celina herein sometimes collectively referred to as "The Municipalities"), desire to enter into this agreement concerning the design and construction of improvements to Frontier Parkway from the Dallas North Tollway to Preston Road (SH 289) (the "Project") in the Town of Prosper and the City of Celina, Collin County, Texas; and

WHEREAS, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the County, Prosper and Celina have determined that the improvements related to the Project may be designed and constructed most economically by implementing this Interlocal Agreement (ILA) for Collin County to administer the Project; and

WHEREAS, this ILA shall provide the terms and conditions of the funding participation of the three parties; and

WHEREAS, the parties hereto have investigated and determined that is in the best interest of each of their respective jurisdictions to enter into this ILA; and

WHEREAS, this First Amendment to the ILA is made and entered into by and between the County, Prosper, and Celina upon and for the mutual consideration stated herein, the receipt and sufficiency of which is hereby acknowledged; and

WHEREAS, the parties wish to include certain design and construction features for the benefit of future developments that require access to Frontier Parkway (within the Project limits); and

WHEREAS, this First Amendment to the ILA will supersede and repeal Court Order # 2018-445-06-11; and

NOW, THEREFORE, this First Amendment to the ILA is made and entered into by and between the County, Prosper, and Celina upon and for the mutual consideration stated herein, the receipt and sufficiency of which is hereby acknowledged:

WITNESSETH:

ARTICLE I.

The Project shall consist of widening Frontier Parkway from the Dallas North Tollway to Preston Road (SH 289) from 2 lanes to 4 lanes. More specifically, the roadway will be 4 lanes with a median that allows for future expansion to 6 lanes. The project includes a bridge over the Burlington Northern Santa Fe Railroad that will be approximately 555 feet long that will be wide enough for the full 6 lanes with 8-foot sidewalks on both sides. The drainage will generally be curb inlets, storm sewer and culverts; however, there will be a large drainage channel on the south side of the roadway between Frontier Park and the Dallas North Tollway. The Project will be administered by Collin County.

ARTICLE II.

Collin County estimated the total project cost to be $21,750,000 in March, 2017. An additional amount of $805,000 is added to this estimate to allow for escalation of construction prices until the end of 2018, for a total estimated 2018 project cost of $22,555,000. The County, Prosper and Celina shall share the costs as follows:

- Prosper shall be responsible for a payment to Collin County of $3,650,000 plus one-third of the difference between the actual total project cost for the four-lane bridge alternate and $16,000,000.
- Collin County allocated $3,973,868 to Celina for this project. An initial transfer was made to Celina in the amount of $477,404. Celina shall be responsible for a re-payment to Collin County of the portion of this initial transfer which has not been already paid toward the project.

Attachment: ILA Amendment #1 Prosper Celina_v9 Final Revised 11.01.21 (ILA Amendment #1 for Frontier Parkway DNT to Preston)

- Celina shall be responsible for a payment to Collin County of $4,350,000 in Regional Toll Revenue (RTR) funds which were allocated to this project for the benefit of both municipalities but for which Celina executed the contract with Texas Department of Transportation (TxDOT) for these funds.
- Celina shall be responsible for a payment to Collin County of one-third of the difference between the actual total project cost for the four-lane bridge alternate and $16,000,000, except that Celina will also be responsible for payment of the cost to design a six-lane bridge in addition to a four-lane bridge as well as the full amount of the difference in construction cost between a six-lane bridge and a four-lane bridge as determined by the difference between the base bid and alternate bid.
- $4,000,000 in additional RTR funds have been made available to the project. Collin County will be responsible for acquiring those funds for use on the project.
- The County shall also be responsible to provide one-third of the difference between the actual total project cost for the four-lane bridge alternate and $16,000,000.

Additional features to the Project may be added that will be solely for the benefit of Prosper or Celina, and create a change in scope. New features may include, but are not limited to, traffic signal warrant studies, traffic signal accommodations, sidewalks and accommodations for access/connection to Frontier Parkway, such as left turn lanes, median openings, and deceleration/right turn lanes within the project limits. All proposed new features will be submitted directly to the design engineer by Prosper or Celina to determine feasibility of the new feature and to determine the additional design and construction costs. If new features include items not encompassed in the original bid tab, the feature will be provided to the Contractor for their proposal. The cost of the new features will be shared or paid in full by either Prosper and/or Celina according to the municipalities' agreed upon shared/paid in full costs. Prosper and/or Celina will submit a request for the new feature, based on the information from the design engineer, to the Collin County Director of Engineering for approval. It is the intent of Collin County to approve all such requests unless the request is submitted too late to be incorporated into the construction without delaying the work and without having to remove any work already built or, for whatever reason, the design of the project cannot be adjusted to accommodate the proposed new feature. If a new feature is approved, and the shared/paid in full costs have been determined by the municipalities, Prosper and/or Celina will be responsible to pay Collin County the costs for the design and construction of these features within sixty (60) days after approval. Collin County's Director of Engineering will have the authority to submit the amendment to the design contract and the change order for the construction contract to the Commissioners Court for approval without further action by the Prosper Town Council or the Celina City Council. Upon approval by the Commissioners Court, the additional work will be incorporated into the design and construction of the Project.

ARTICLE III.

TIMING.

1. Celina shall remit $4,350,000 (the RTR funds) to Collin County within 90 days of the execution of this agreement.

2. Prosper shall remit $3,650,000 to Collin County within 90 days of the execution of this agreement.

3. Celina shall remit within 90 days of the execution of this agreement the amount of Collin County bond funds that have been transferred to Celina but which have not been expended on this Project.

4. Celina shall remit within six months of the execution of this agreement the amount to design a six-lane bridge in addition to a four-lane bridge as agreed to by Celina and Collin County in a separate document based on a design proposal from the design engineer.

5. After the determination of the final probable cost of construction by the design engineer, all three entities will have the opportunity to review the estimated total project cost. If the estimated total project cost exceeds $22,555,000 plus the amount agreed to for optional additional features referred to in Article II by more than ten percent, then each entity will have the right to terminate its further participation in the project within 60 days of notification of the final probable cost of construction. If one party terminates its participation, the other two entities have the right to terminate participation as well, or contribute equally to fund the difference. If Celina terminates its further participation, the RTR funds from Celina and the Celina County bond funds will remain in the project fund for contribution towards the construction of the project by the other two entities. If Prosper terminates its further participation, the $3,650,000 from Prosper to remain in the project fund for contribution towards the construction of the project by the other two entities. If the overpass is removed from the scope of the project, then Prosper is entitled to reimbursement of the $3,650,000.

6. If the estimated total project cost does not exceed the amount defined in Paragraph 5 of this article the project will be scheduled to be advertised for bidding within 120 days of notification of the final probable cost of construction to all three parties.

Attachment: ILA Amendment #1 Prosper Celina_v9 Final Revised 11.01.21 (ILA Amendment #1 for Frontier Parkway DNT to Preston)

7. If the lowest responsible bid exceeds an amount that causes the total project cost to exceed the amount defined in Paragraph 5 of this article by more than ten percent, then each entity will have the right to terminate its further participation in the project within 30 days of the opening of the bid. If one party terminates its participation, the other two entities have the right to terminate participation as well, or contribute equally to fund the difference. If Celina terminates its further participation, the RTR funds from Celina and the Celina County bond funds will remain in the project fund for contribution towards the construction of the project by the other two entities. If Prosper terminates its further participation, the $3,650,000 from Prosper to remain in the project fund for contribution towards the construction of the project by the other two entities. Only the further participation amount will be refunded to the terminating entity.

8. Prosper and Celina shall each remit to Collin County one-third of the difference between the actual alternate bid for the project with a four-lane bridge and $16,000,000 within 45 days of the opening of the bid, except that Celina may also remit the difference in construction cost between a six-lane bridge and a four-lane bridge as determined by the difference between the base bid and the alternate bid within 45 days of the opening of the bid.

9. At project "close-out", when the final construction amount is determined, an adjustment will be made to the amounts paid by Prosper and Celina. If the actual total project cost is less than the estimated amount as defined in Paragraph 5 of this article plus any amount the bid was over the final probable cost of construction, Collin County will refund one-third of the difference each to Prosper and Celina within 90 days. If the actual total project cost is more than the estimated amount plus the any amount the bid was over the final probable cost of construction, Prosper and Celina will each remit one-third of the difference to Collin County within 90 days.

10. If the Project is terminated per the provisions in Paragraphs 5 and 7 above, $3,650,000 will be refunded to Prosper and $8,350,000 in RTR funds will be refunded to TxDOT.

ARTICLE IV.

Celina is currently under contract with the Texas Department of Transportation (TxDOT) for use of the $4,350,000 in RTR funds. It is the intent of the County that Celina remain under contract to TxDOT and comply with all provisions of that agreement, while transferring the RTR funds to the County according to this agreement.

ARTICE V.

Collin County will enter into a contract with TxDOT for the use of the $4,000,000 and will fully comply with that agreement.

ARTICLE VI.

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

ARTICLE VII.

VENUE. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this ILA. The parties agree that this ILA is performable in Collin County, Texas and that exclusive venue shall lie in Collin County, Texas.

ARTICLE VIII.

Attachment: ILA Amendment #1 Prosper Celina_v9 Final Revised 11.01.21 (ILA Amendment #1 for Frontier Parkway DNT to Preston)

SEVERABILITY. The provisions of this ILA are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this ILA is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the ILA shall be enforced as if the invalid provision had never been included.

ARTICLEIX.

ENTIRE AGREEMENT. This ILA embodies the entire agreement between the parties and may only be modified in a writing executed by all parties.

ARTICLE X.

SUCCESSORS AND ASSIGNS. This ILA shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. None of the parties will assign or transfer an interest in this ILA without the written consent of the other parties.

ARTICLE XI.

IMMUNITY. It is expressly understood and agreed that, in the execution of this ILA, none of the parties waive, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this ILA, the parties do not create any obligations, express or implied, other that those set forth herein, and this ILA shall not create any rights in parties not signatories hereto.

ARTICLE XII.

TERM. This ILA shall be effective upon execution by all parties and shall continue in effect annually until final written acceptance of the Project by all three parties. This ILA shall automatically renew annually during this period.

ARTICLE XIII.

This First Amendment to the ILA will supersede and repeal Court Order # 2018-445-06-11.

Attachment: ILA Amendment #1 Prosper Celina_v9 Final Revised 11.01.21 (ILA Amendment #1 for Frontier Parkway DNT to Preston)

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____
Date: _____

COUNTY OF COLLIN, TEXAS

By: _____
Name: Keith Self
Title: County Judge
Date: _____
Executed on this the ____day of_____, 2017, by the County of Collin, pursuant to Commissioners' Court Order No._____.

ATTEST:

By: _____
Name: Robyn Battle
Title: Town Secretary
Date: _____

TOWN OF PROSPER, TEXAS

By: _____
Name: Harlan Jefferson
Title: Town Manager
Date: _____
Executed on behalf of the Town of Prosper pursuant to Town Council Resolution No._____

APPROVED AS TO FORM:

By: _____
Name: Terrence S Welch
Title: Town Attorney
Date: _____

ATTEST:

By: _____
Name: Vicki Faulkner
Title: City Secretary
Date: _____

CITY OF CELINA, TEXAS

By: _____
Name: Jason Laumer
Title: City Manager
Date:_____
Executed on behalf of the City of Celina pursuant to City Council Resolution No._____

APPROVED AS TO FORM:

By:_____
Name:
Title: City Attorney
Date:_____

Attachment: ILA Amendment #1 Prosper Celina_v9 Final Revised 11.01.21 (ILA Amendment #1 for Frontier Parkway DNT to Preston)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Director
CC: Jason Laumer, City Manager
Date: November 9, 2021
Re: Boilermaker Investments - Zoning

Action Requested:
Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning an approximately 43 acre tract of land to Collin County Outer Loop Overlay District (CCOLO), generally located north of the future Collin County Outer Loop and approximately 2,050 feet east of Smiley Road, within the City Limits. (Boilermaker Investments – Rezoning) (Mohan)

Applicant:
Boilermaker Capital LLC.,
3308 Preston Road, Suite 350, # 243,
Plano, TX 75093

Background Information:
This item is for the rezoning of 43 acres to the Collin County Outer Loop Overlay District (CCOLO). Please refer to the attached documents for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876

Life Connected.

OUTER LOOP EXTENSION

McNABB DR

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Boilermaker Investments
Location Map
City of Celina

9/28/2021

N W E S

0 410 820 Feet

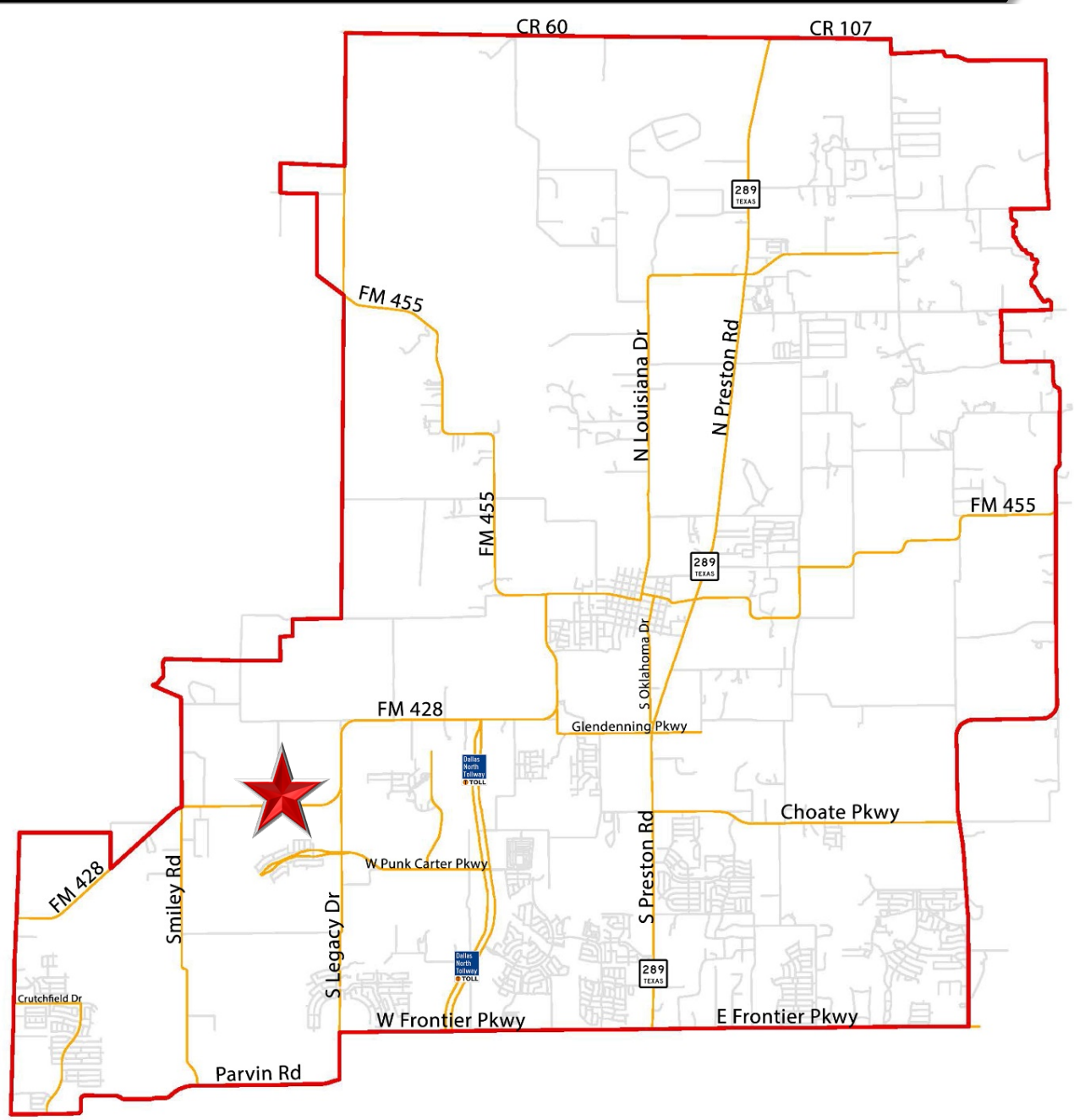
Attachment: Location Map (Boilermaker Investments – Rezoning)

BOILERMAKER INVESTMENTS

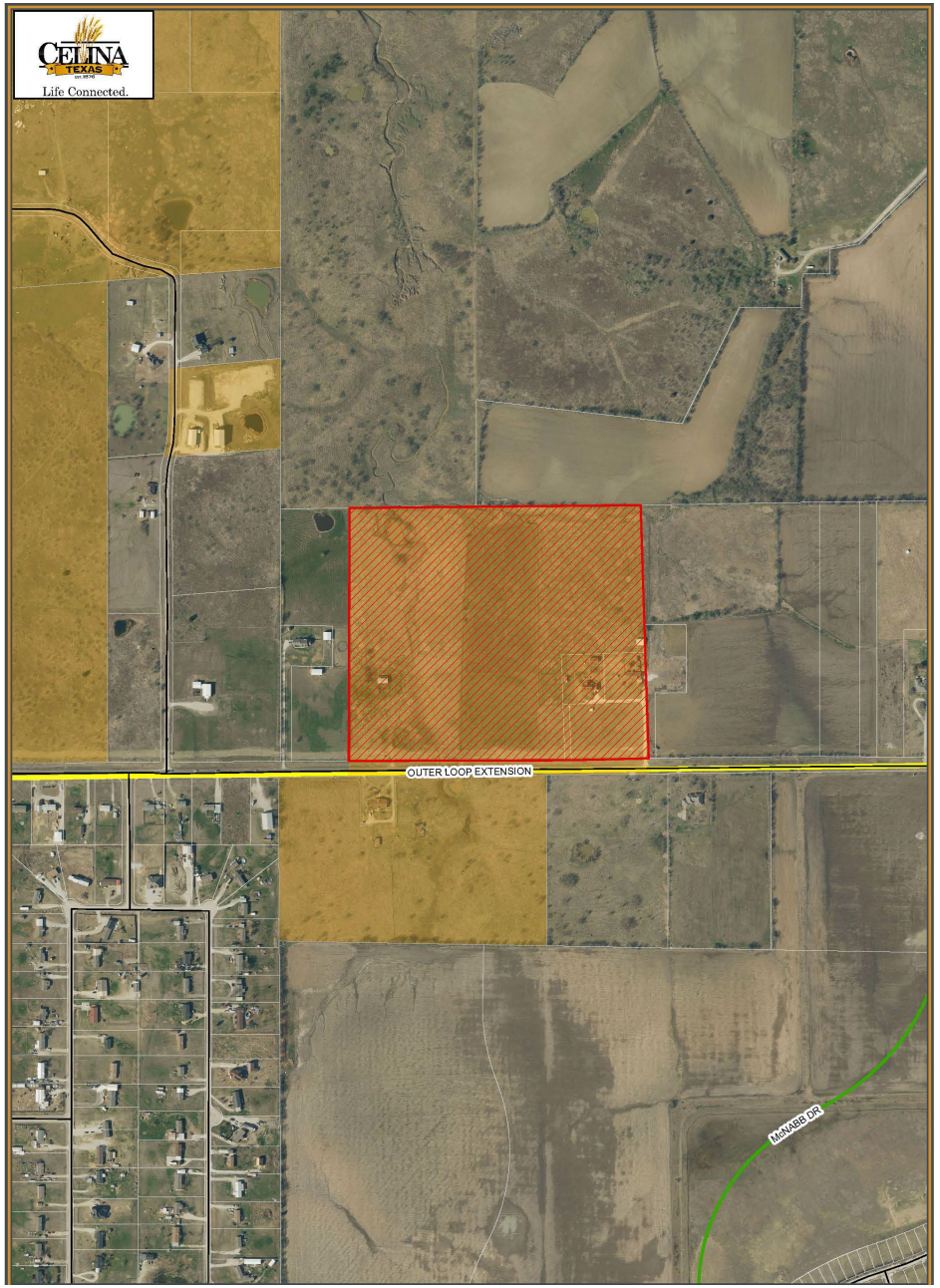
Rezoning

City Council
November 9, 2021

Attachment: Staff Presentation (Boilermaker Investments – Rezoning)



Attachment: Staff Presentation (Boilermaker Investments – Rezoning)



LOCATION MAP

The subject property is generally located north of the future Collin County Outer Loop and approximately 2,050 feet east of Smiley Road

Attachment: Staff Presentation (Boilermaker Investments – Rezoning)

BACKGROUND

- The property is approximately 43 acres, within City Limits, and currently zoned Agriculture (AG)
- The applicant is requesting to rezone the property to Collin County Outer Loop Overlay District (CCOLO)
- The applicant does not have any immediate plans to develop

Attachment: Staff Presentation (Boilermaker Investments – Rezoning)

POLICY CONSIDERATIONS

- The property is along the Collin County Outer Loop, and the requested zoning is appropriate for this location
- The applicant will be able to market the property appropriately with this base zoning district

Attachment: Staff Presentation (Boilermaker Investments – Rezoning)

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval of the zoning request at its October 19th regular meeting
- Staff recommends approval as presented

Attachment: Staff Presentation (Boilermaker Investments – Rezoning)

CITY OF CELINA, TEXAS

ORDINANCE 2021-____
BOILERMAKER INVESTMENTS

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 43 ACRE TRACT OF LAND LOCATED IN THE ROBERT COWAN SURVEY, ABSTRACT NO. 211, CITY OF CELINA, DENTON COUNTY, TEXAS, AND GENERALLY LOCATED NORTH OF THE FUTURE COLLIN COUNTY OUTER LOOP AND APPROXIMATELY 2,050 FEET EAST OF SMILEY ROAD; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" AND INCORPORATED HEREIN TO BE ZONED COLLIN COUNTY OUTER LOOP OVERLAY DISTRICT (CCOLO), PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a home rule municipality located in Collin and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code, The Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B," attached hereto and incorporated herein; and

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and

Attachment: Draft Ordinance (Boilermaker Investments – Rezoning)

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 Collin County Outer Loop Overlay District (CCOLO) Zoning District, on a certain tract of land described and depicted in Exhibit "A".

SECTION 4
ZONING DESIGNATION

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described and depicted in Exhibit "A" attached hereto and incorporated herein as Collin County Outer Loop Overlay District (CCOLO) District.

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

That the property described in Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000.00) for each offense.

Attachment: Draft Ordinance (Boilermaker Investments – Rezoning)

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 while 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.

Attachment: Draft Ordinance (Boilermaker Investments – Rezoning)

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 9th day of November, 2021.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Boilermaker Investments – Rezoning)

Exhibit A
Legal Description

OF A 42.66 (CALLED 42.663) ACRE TRACT OF LAND LYING AND BEING SITUATED IN THE ROBERT COWAN SURVEY, ABSTRACT NO. 211, DENTON COUNTY, TEXAS, AND BEING OUT OF A CALLED 96.48 ACRE TRACT DESCRIBED IN DOCUMENT NO. 93-R0017036, OFFICIAL PUBLIC RECORDS OF DENTON COUNTY, TEXAS, BEING FURTHER DESCRIBED IN DOCUMENT NO. 2016-43432, OFFICIAL PUBLIC RECORDS OF DENTON COUNTY, TEXAS, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a ½" iron rod with red cap found in the northerly R.O.W. line of F.M. 428 (an 85' R.O.W.) for the southwest corner of the herein described tract, the southeast corner of a called 10.00 acre tract as deeded to Stewart Rabinowitz and Barbara W. Rabinowitz in Doc. No. 99-R0064278, Official Public Records of Denton County, Texas;

THENCE leaving said R.O.W., along and with the easterly line of said Rabinowitz Tract, same being the westerly line of the herein described tract, generally along a fence, N 00°05'23" E, 1260.74 feet (called N 00°54'08" E, 1261.53 feet) to a ½" iron rod with red cap for the northwest corner of the herein described tract, the northeast corner of said Rabinowitz Tract, a point in the south line of a called 233.566 acre tract as deeded to the Andres Family Trust, Robert J Andres and Janis Lynn Andres, Trustees in Doc. No. 2013-92646, Official Public Records of Denton County, Texas;

THENCE along the south line of said Andres Tract, same being the north line of the herein described tract, N 89°25'02" E, 1450.60 feet (N 89°45'07" E, 1450.58 feet) to a ½" iron rod set for the northeast corner of the herein described tract, the northwest corner of a called 31.659 acre tract as deeded to Jerry L. Moore in Doc. No. 94-R0079533, Official Public Records of Denton County, Texas;

THENCE along the west line of said Moore Tract, same being the east line of the herein described tract, S 01°47'11" E, 1260.50 feet (called S 00°59'38" E, 1260.52 feet) to a 5/8" iron rod found for the southeast corner of the herein described tract, the southwest corner of a called 2.00 acre tract as deeded to Gregg Lee Moore in Doc. No. 2003-R0012717, Official Public Records of Denton County, Texas, a point in the northerly R.O.W. line of said F.M. 428;

THENCE along the north R.O.W. line of said F.M. 428, same being the south line of the herein described tract, the following courses and distances:

S 89°22'58" W, 262.73 feet (N 89°49'00" W, 263.17 feet) to a ½" iron rod set for an angle point;

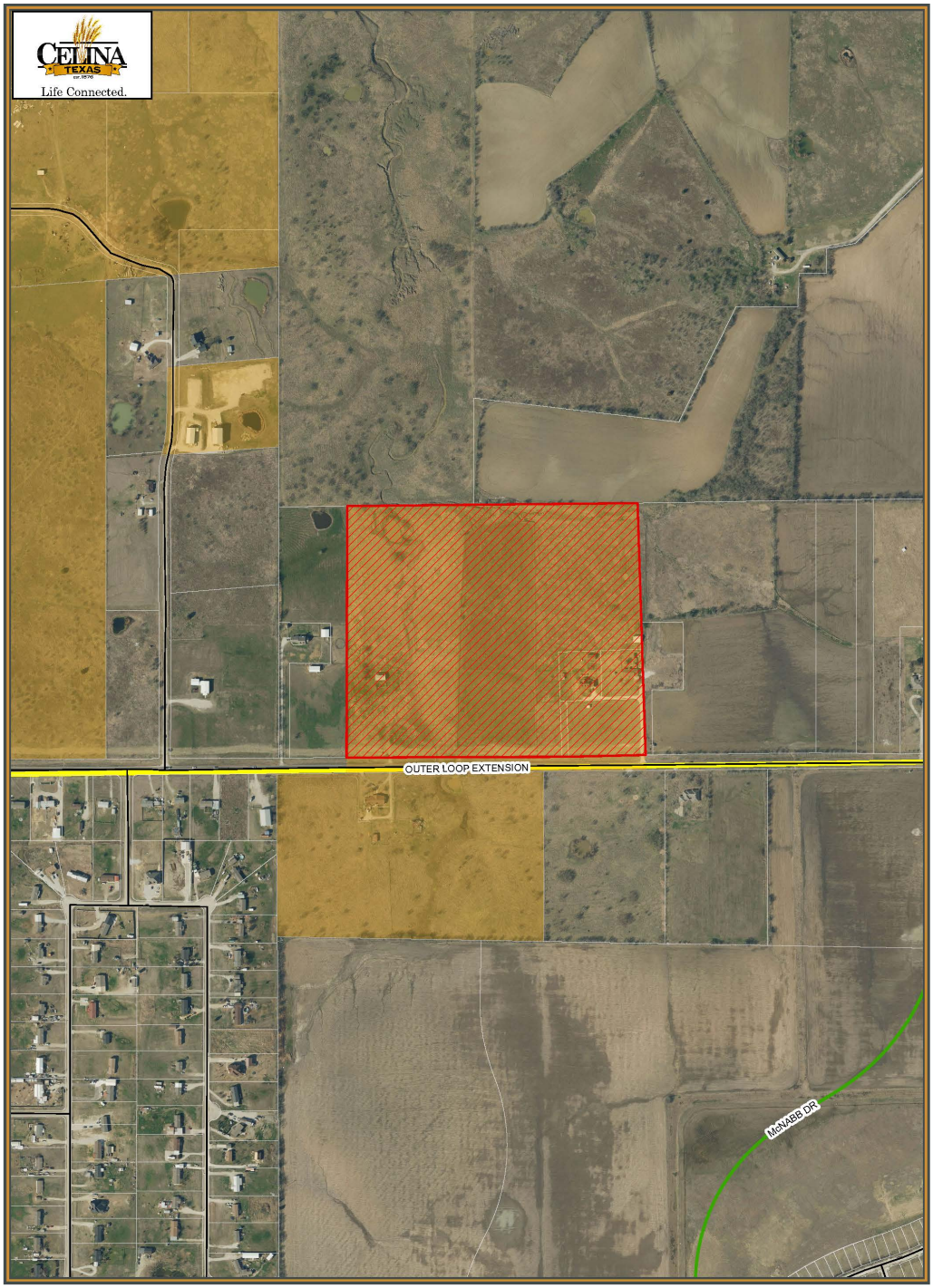
S 85°55'52" W, 100.15 feet (S 87°19'00" W, 100.10 feet) to a ½" iron rod set for an angle point;

THENCE continuing along said R.O.W., same being the south line of the herein described tract, S 89°42'44" W, 1129.18 feet (N 89°32'21" W, 1129.18 feet) to the **POINT OF BEGINNING** and containing 42.66 acres, more or less.

All set ½" iron rods capped with "AMERISURVEYORS" cap.
Basis of Bearing: Texas North Central NAD 83.

Attachment: Draft Ordinance (Boilermaker Investments – Rezoning)

Exhibit B
Property Exhibit



Attachment: Draft Ordinance (Boilermaker Investments – Rezoning)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	November 9, 2021
Re:	Parkwood - PD Amendment

Action Requested:
Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by amending the Concept Plan and Development Regulations of Planned Development (PD) No. 21 on approximately 270 acres with a base of the Dallas North Tollway Overlay District (DNTO), generally located at the northwest corner of future Dallas North Tollway and FM 455, within the City Limits. (Parkwood – PD Amendment) (Mohan)

Applicant:
New Parkwood LP.
P.O. Box 3328,
Sherman, TX 75091

Background Information:
The applicant is requesting to amend PD-21 to a base of Dallas North Tollway Overlay District (DNTO). Please refer to the attached documents for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876

Life Connected.

DALLAS NORTH TOLLWAY

G A MOORE PKWY

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Parkwood
Location Map
City of Celina

9/28/2021

N W E S

0 500 1,000 Feet

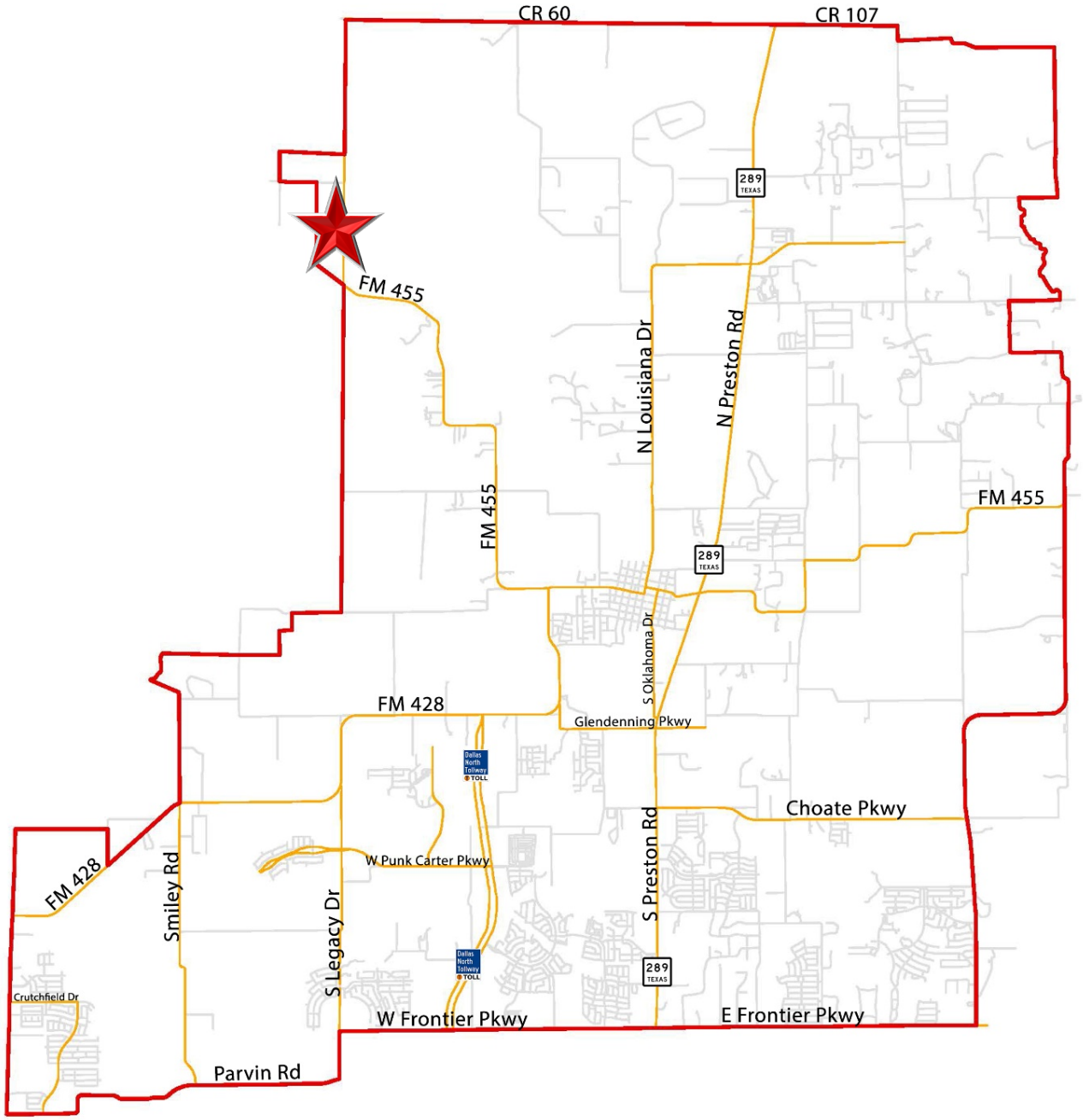
Attachment: Location Map (Parkwood – PD Amendment)

PARKWOOD

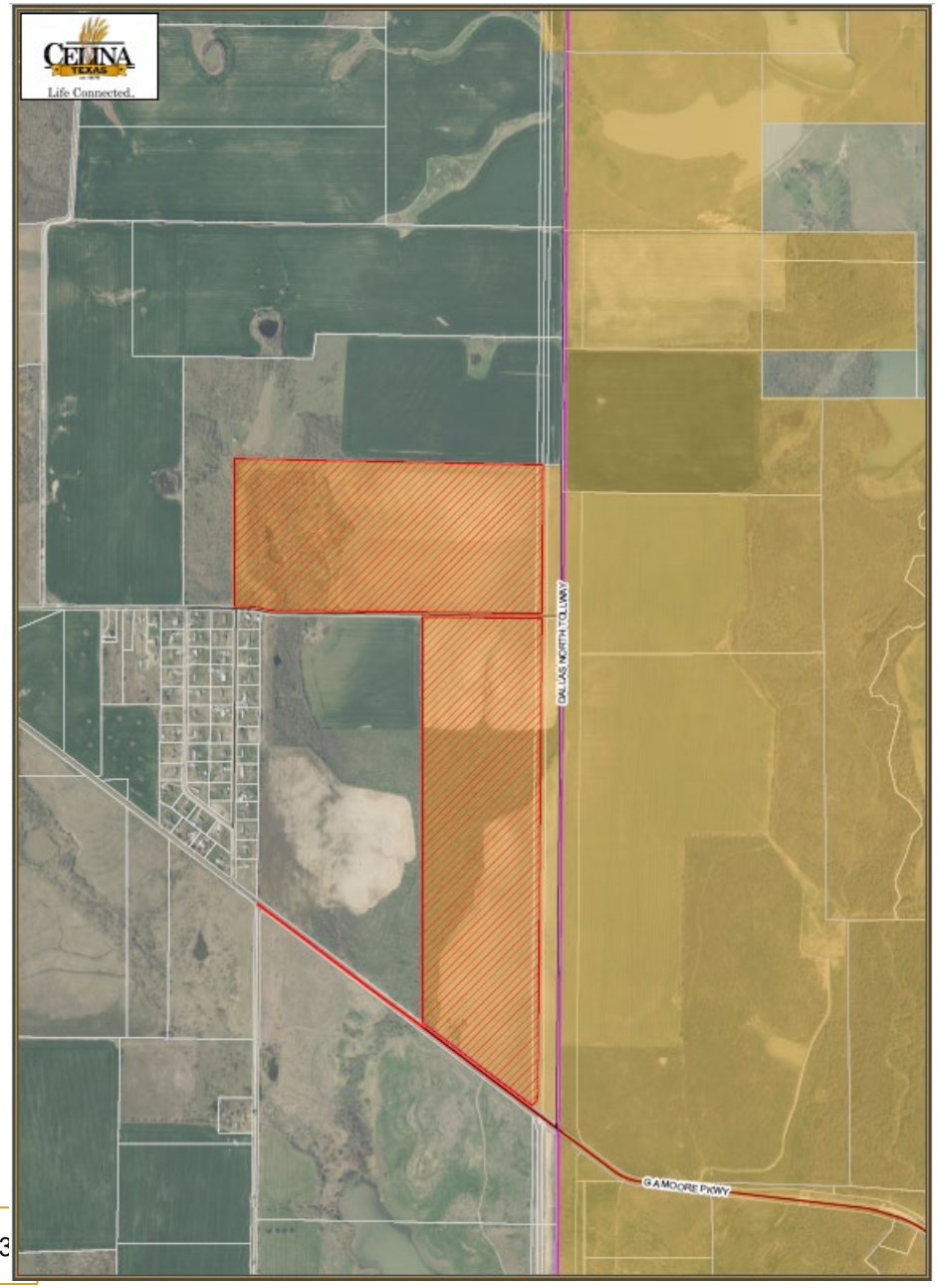
PD Amendment

City Council
November 9, 2021

Attachment: Staff Presentation (Parkwood – PD Amendment)



Attachment: Staff Presentation (Parkwood – PD Amendment)



LOCATION MAP

The subject property is generally located at the northwest corner of future Dallas North Tollway and FM 455

Attachment: Staff Presentation (Parkwood – PD Amendment)

BACKGROUND

- The property is approximately 270 acres, within City Limits, and currently zoned Planned Development (PD) No. 21
- The governing PD # 21 was approved in 2006 and allows for a mix of land uses, including Commercial, Office, and Multifamily
- The applicant's request is to amend the PD, including the development regulations, to have a base zoning of Dallas North Tollway Overlay (DNTO)
- The property owner originally annexed in 2006 to help prevent Dynavest from being an out-of-city district expansion of Talley Ranch

Attachment: Staff Presentation (Parkwood – PD Amendment)

CONCEPT PLAN

7. - RESERVED PARCELS - PARCEL SEVEN - 21.2 AC.

No. of Parcels	13
Total Sq. Ft.	925,219

8. - SPORTS + ENTERTAINMENT - PARCEL EIGHT - 27.25 AC.

	Sq. Feet Per Bldg.	
Sports Complex	114,400.	
Specialty Retail- Life Style	120,000.	
Jr. Anchor	20,000.	One Story
Jr. Anchor	20,000.	One Story
Cinema	28,200.	16 Screens
Total Sq. Ft.	302,600.	

9. - BUSINESS COMPLEX - PARCEL NINE - 33.46 AC.

	Floors	Sq. Feet Per Bldg.
Office Suits Building 1	1	18,160.
Office Suits Building 2	1	9,000.
Office Suits Building 3	1	9,000.
Office Suits Building 4	1	29,200.
Office Suits Building 5	1	14,400.
Office Suits Building 6	1	19,100.
Office Suits Building 7	1	9,000.
Total Sq.Ft.		98,860.
Fitness Club	1	2,300.
126 Key Hotel	5	2,300.
Restaurant	1	11,000.
Restaurant	1	11,000.
Total Sq.Ft.		85,400.
Total Complex Sq.Ft.		184,260.

Building J	1	2,300.
Building K	2	11,000.
Building L	2	11,000.
Building M	1	2,100.
Building N	2	10,500.
Building O	2	9,400.
Building P	2	10,300.
Total Sq.Ft.		85,400.

10. - RESERVED PARCELS - PARCEL TEN - 6.62 AC.

No. of Parcels	11
Total Sq. Ft.	288,432

11. - RETAIL SHOPPING CENTER - PARCEL FIVE - 37.7 AC.

	Sq. Feet Per Bldg.
Major Anchor	103,525.
Jr. Anchor A	20,900.
Jr. Anchor B	30,400.
Jr. Anchor C	37,800.
Jr. Anchor D	21,400.
Retail Shops	53,400.
Total Bldgs. SF	267,425.

12. - MAJOR ANCHOR RETAIL - PARCEL TWELVE - 18.7 AC.

Major Anchor	173,100.

Attachment: Staff Presentation (Parkwood – PD Amendment)

POLICY CONSIDERATIONS

- The property is along the Dallas North Tollway, and the requested zoning is appropriate for this location
- The request for 150 SF-R and 350 SF-A units seems appropriate given the unique shape of the property and the limitation from fronting onto the DNT

Attachment: Staff Presentation (Parkwood – PD Amendment)

P&Z PUBLIC HEARING

- There was no public feedback at the public hearing

Attachment: Staff Presentation (Parkwood – PD Amendment)

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval of the request at its October 19th regular meeting
- Staff recommends approval as presented

Attachment: Staff Presentation (Parkwood – PD Amendment)

CITY OF CELINA, TEXAS

ORDINANCE 2021-____
PARKWOOD
AN AMENDMENT TO PLANNED DEVELOPMENT #21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 270 ACRES LOCATED IN THE J. CURBELLO SURVEY, ABSTRACT NO. 213 AND THE A. H. GEE SURVEY, ABSTRACT NO. 1522, CITY OF CELINA, DENTON COUNTY, TEXAS, AND GENERALLY LOCATED AT THE NORTHWEST CORNER OF FUTURE DALLAS NORTH TOLLWAY AND FM 455, WITHIN THE CITY LIMITS; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO AMEND "PD" PLANNED DEVELOPMENT DISTRICT NO. 21; PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a home rule municipality located in Collin and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code, The Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, the City Council of the City of Celina, Texas (the "City Council") is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, this Ordinance amends PD #21, which had previously been adopted by Ordinance 2006-25.

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated as though fully set forth herein (the "Property"); and

WHEREAS, the Concept Plan and Development Regulations, set forth in Exhibit "C" and "D," respectively, attached hereto and incorporated herein, define the base zoning districts, and provide for certain modifications to such district regulations.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

Attachment: Draft Ordinance (Parkwood – PD Amendment)

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2
FINDINGS

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety and welfare.

SECTION 3
AMENDMENT OF ZONING CLASSIFICATION

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended to establish the zoning classification for the Property as "PD" Planned Development District No. 21 and is subject to the following PD regulations, which exhibits are incorporated as if fully set forth herein:

Exhibit B:	Depiction of Property
Exhibit C:	Concept Plan
Exhibit D:	Development Regulations

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT REGULATIONS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein as PD No. 21, and incorporates the Concept Plan and Development Regulations, attached hereto as Exhibit "C" and "D," respectively.

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

Attachment: Draft Ordinance (Parkwood – PD Amendment)

That the property described on Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000.00) for each offense.

7.02 If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8
CUMULATIVE REPEALER CLAUSE

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

SECTION 9
SAVINGS CLAUSE

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning regulation which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 10
SEVERABILITY

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

Attachment: Draft Ordinance (Parkwood – PD Amendment)

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 9th day of November, 2021.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Parkwood – PD Amendment)

Exhibit A
Legal Description

All that certain tract or parcel of land situated in the J. Curbello Survey, Abstract Number 213, and the A. H. Gee Survey, Abstract Number 1522, County of Denton, State of Texas, said tract being all of Tract 1 a called 119.191 acre tract, and all of Tract 2, a called 150.164 acre tract as described in deed to Parkwood LP, filed 29 September 2003, and recorded in volume 5427 page 177 of the real property records of the County of Denton, State of Texas, and being more fully described as follows:

Beginning *for the southeast corner of the tract being described herein at the southeast corner of said Tract 2, at the intersection of the center of County Line Road, same being Collin County Road Number 10, and the north line of Farm to Market Road Number 455;*

Thence*: With the north line of said FM road, the following three (3) calls:*
1. North 52 degrees 17 minutes 25 seconds West, a distance of 1151.46 feet,
2. North 46 degrees 26 minutes 12 seconds West, a distance of 104.86 feet,
3. North 52 degrees 14 minutes 52 seconds West, a distance of 471.74 feet to the southwest corner of said Tract 2;

Thence*: North 00 degrees 51 minutes 17 seconds East, with the west line of said Tract 2 a distance of 4147.52 feet to the northwest corner of said Tract 2 on the south line of said Tract 1 and in the center of Fritcher Road;*

Thence*: With the center of said Fritcher Road, and with the south line of said Tract 1, the following three (3) calls:*
1. North 88 degrees 18 minutes 26 seconds West, a distance of 1563.30 feet,
2. North 78 degrees 14 minutes 39 seconds West, a distance of 173.26 feet,
3. North 87 degrees 57 minutes 49 seconds West, a distance of 185.41 feet to the southwest corner of said Tract 1;

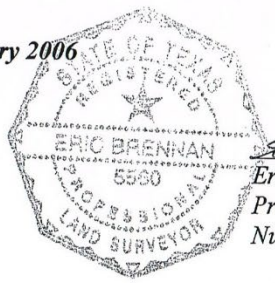
Thence*: North 00 degrees 59 minutes 16 seconds East, with the west line of said Tract 1, a distance of 1534.78 feet to the northwest corner of said Tract 1;*

Thence*: South 87 degrees 52 minutes 13 seconds East, with the north line of said Tract 1, a distance of 3352.50 feet to the northeast corner of said Tract 1 in the center of said County Line Road;*

Thence*: South 01 degrees 17 minutes 53 seconds West, with the east line of said Tract 1, and with said road, a distance of 1540.52 feet to the southeast corner of said Tract 1, same being the northeast corner of said Tract 2, same being the intersection of County Line Road and Fritcher Road;*

Thence*: South 01 degrees 23 minutes 52 seconds West, with the east line of said Tract 2, and with said County Line Road, a distance of 5171.90 feet to the* ***POINT OF BEGINNING*** *and containing* ***269.4 acres*** *of land more or less.*

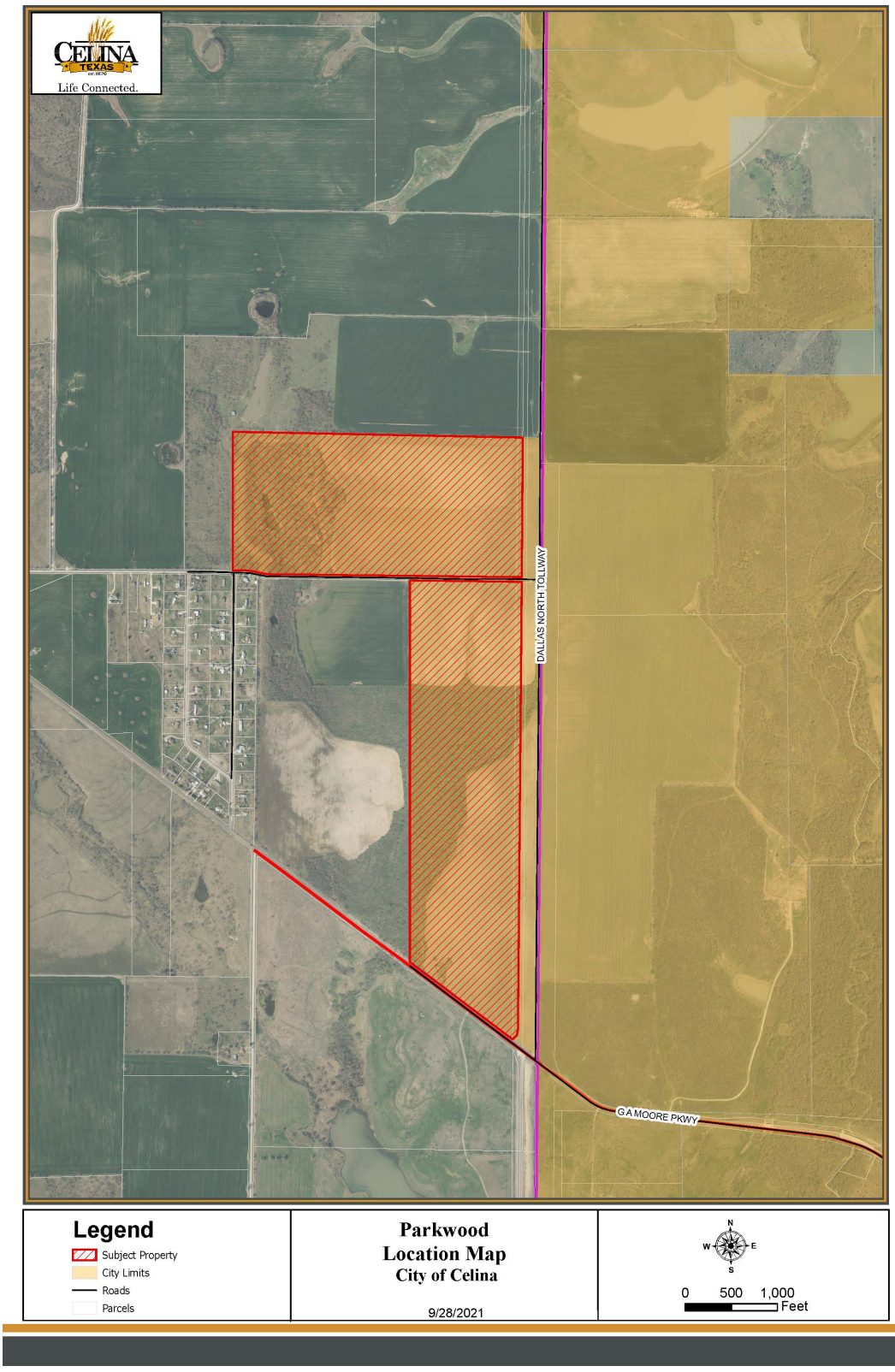
16 February 2006



Eric Brennan, Texas Registered
Professional Land Surveyor
Number 5560

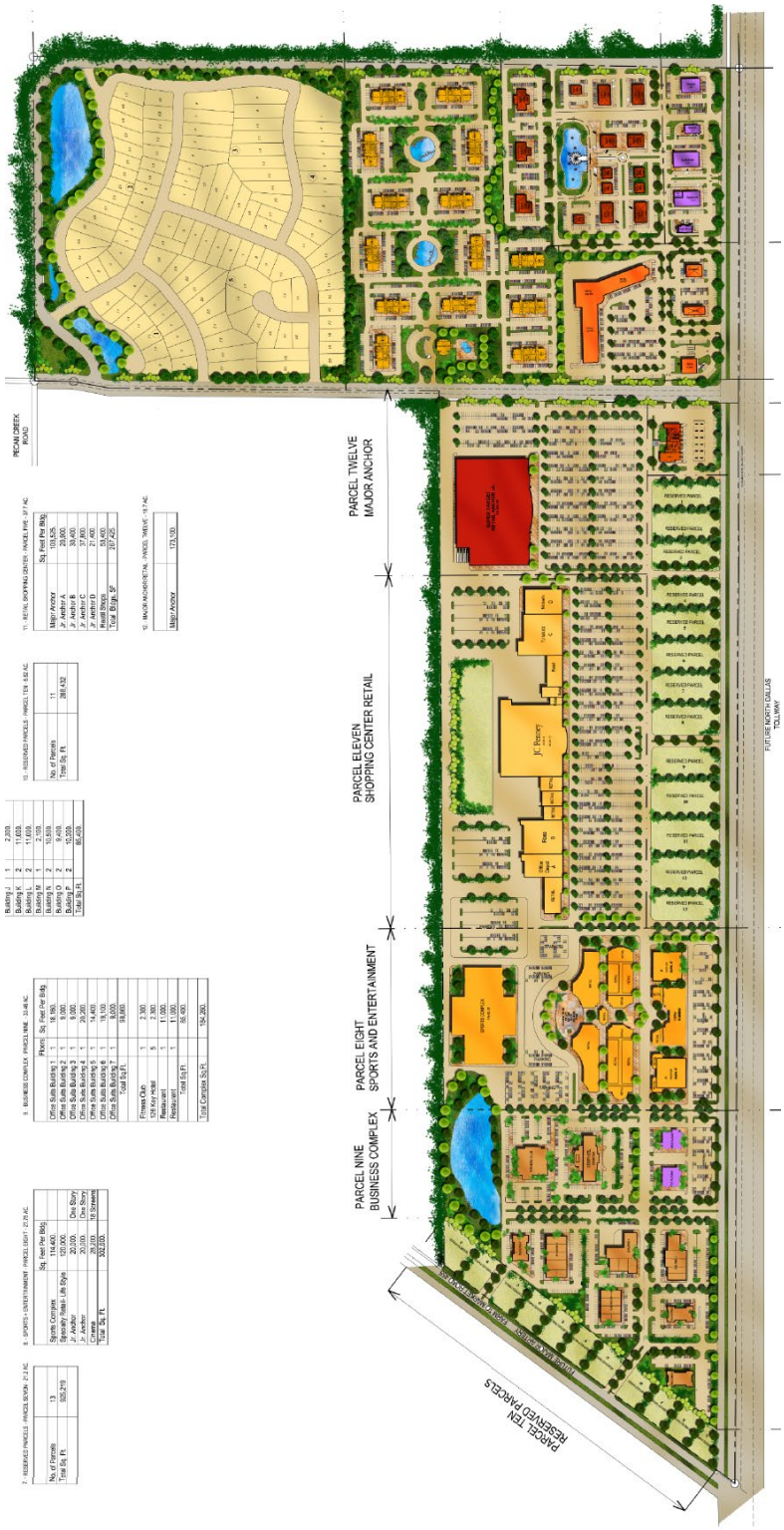
Attachment: Draft Ordinance (Parkwood – PD Amendment)

Exhibit B
Depiction of Property



Attachment: Draft Ordinance (Parkwood – PD Amendment)

Exhibit C
Concept Plan



Attachment: Draft Ordinance (Parkwood – PD Amendment)

Exhibit D
Development Regulations

Base Zoning:
The development shall follow all standards in the Zoning Ordinance, Subdivision Ordinance, and all other applicable City ordinances, as may be amended. The base zoning shall be the Dallas North Tollway Overlay District (DNTO), except as follows:

The subject property may develop:

1. With a maximum of 150 units of single-family detached residential, abiding by the SF-R zoning district.
2. With a maximum of 350 units of single-family attached residential, abiding by the SF-A zoning district.
3. The sub-districts of the DNTO may expand or contract by up to 20%.
4. No single-family project may front onto the DNT.

Architecture:
The subject property is an architecturally, historically, and culturally significant tract of land that is meaningfully located along a regionally significant thoroughfare; thus, all structures shall abide by the City's architectural standards, and as may be amended.

Attachment: Draft Ordinance (Parkwood – PD Amendment)

Life Connected.

City Council
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Jonathan Pollard, Senior Planner
CC:	Jason Laumer, City Manager
Date:	November 9, 2021
Re:	Bradford Batch Plant - Specific Use Permit

Action Requested:
Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance for a Specific Use Permit (SUP) to allow for a "Batch Plant, Permanent" use on an approximately 64 acre tract of land, generally located at the northeast corner of County Road 51 and future Punk Carter Parkway, within the City Limits. (Bradford Batch Plant – SUP) (McAfee)

Applicant:
Brian Mahavier
US Concrete
331 North Main Street
Euless, TX 76039

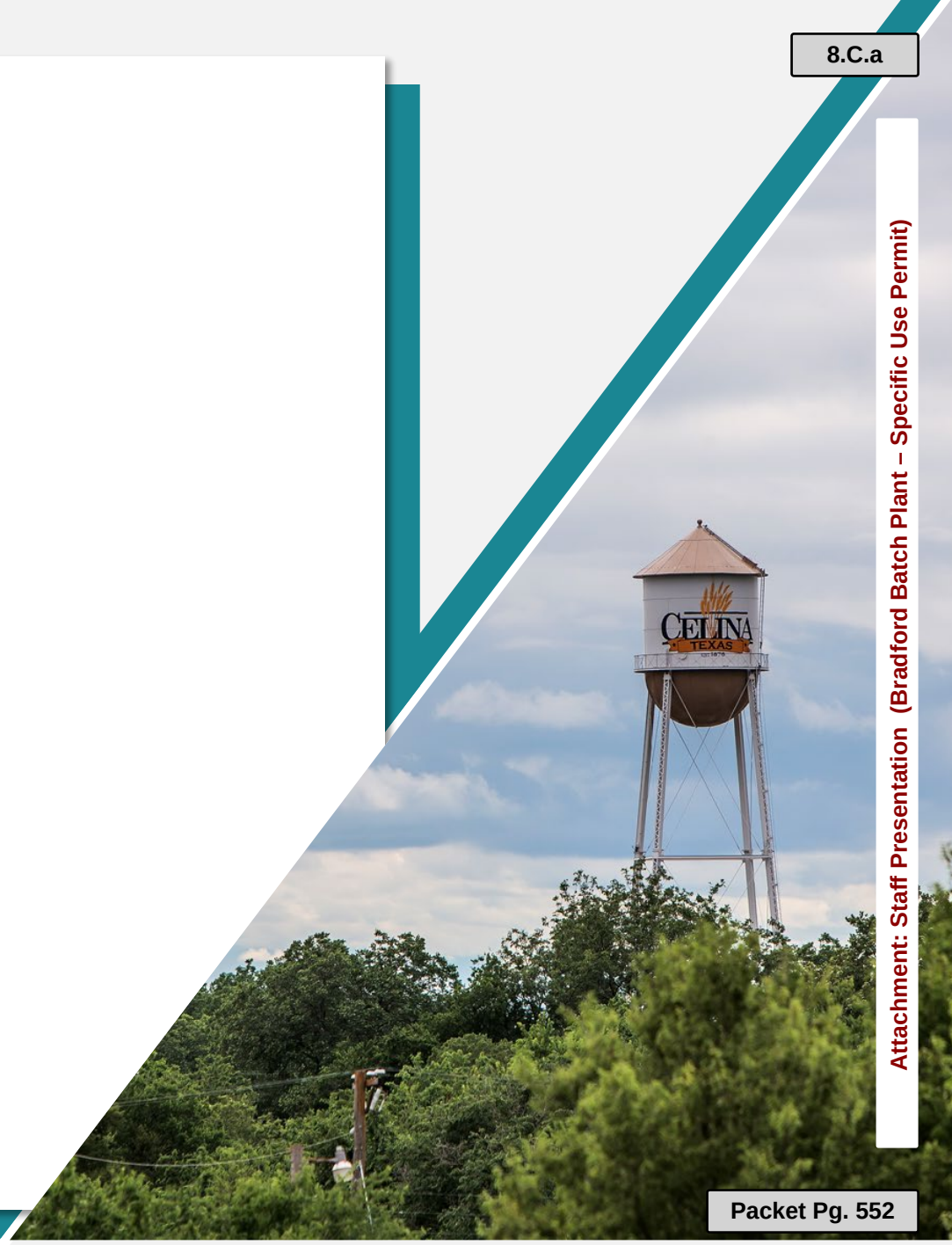
Background Information:
The property is approximately 64 acres, within the City Limits, and zoned Industrial. The applicant is requesting a Specific Use Permit to operate a "Batch Plant, Permanent" use. Please refer to the attached documents for further information.

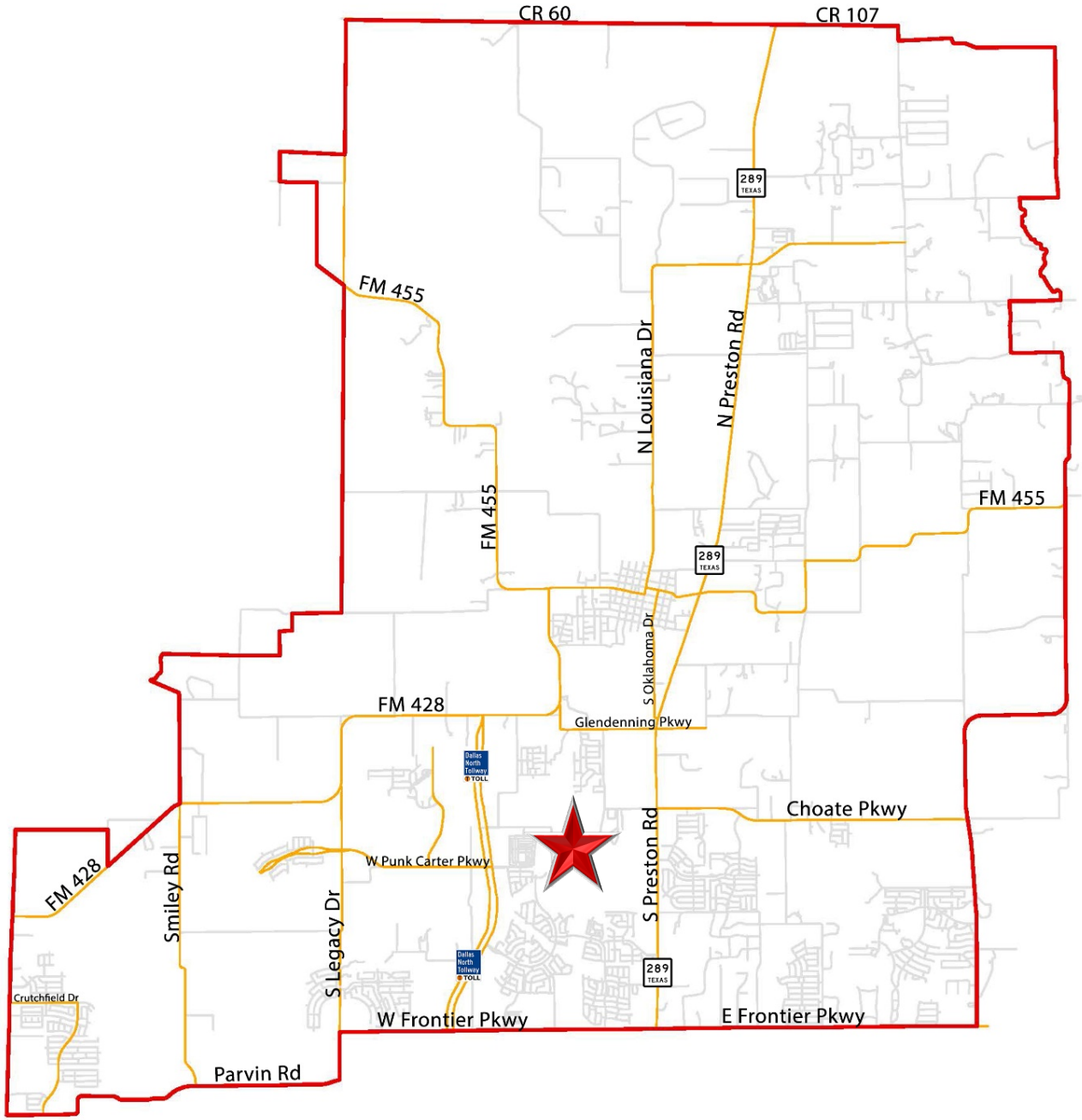
Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
The staff recommends approval as presented.

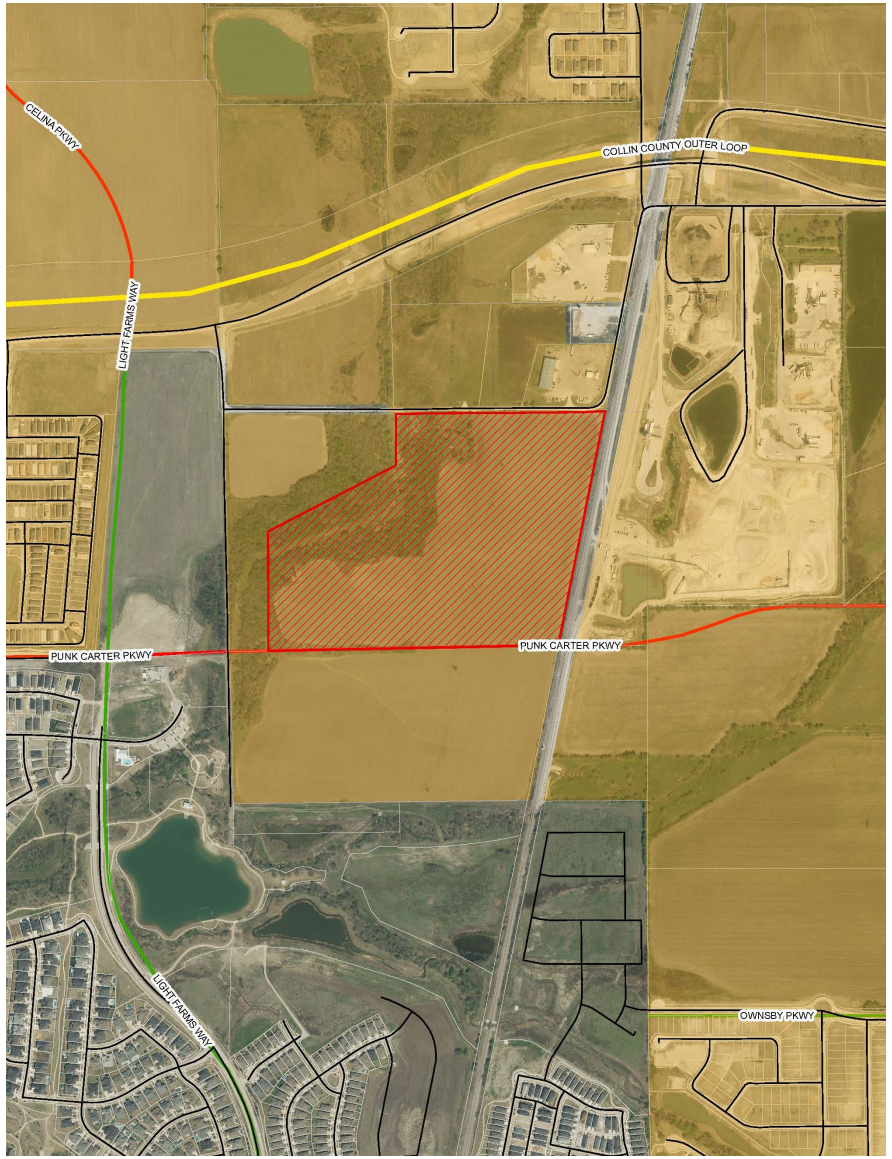
BRADFORD BATCH PLANT

City Council
November 9, 2021





Attachment: Staff Presentation (Bradford Batch Plant – Specific Use Permit)



LOCATION MAP

The subject property is generally located south of County Road 53 and west of the BNSF railroad tracks

Attachment: Staff Presentation (Bradford Batch Plant – Specific Use Permit)

BACKGROUND

- The subject property is approximately 64 acres, located within the City Limits
- The property is currently zoned Industrial
- The applicant desires to operate a Batch Plant

Attachment: Staff Presentation (Bradford Batch Plant – Specific Use Permit)

ZONING OVERVIEW

- The Zoning Ordinance requires a Batch Plant, Permanent, to first obtain a Specific Use Permit (SUP) from the City Council to legally operate in the base Industrial zoning district
- The Future Land Use Plan (FLUP) reserves the area between BNSF, the Collin County Outer Loop, and the existing floodplain as Industry Commerce

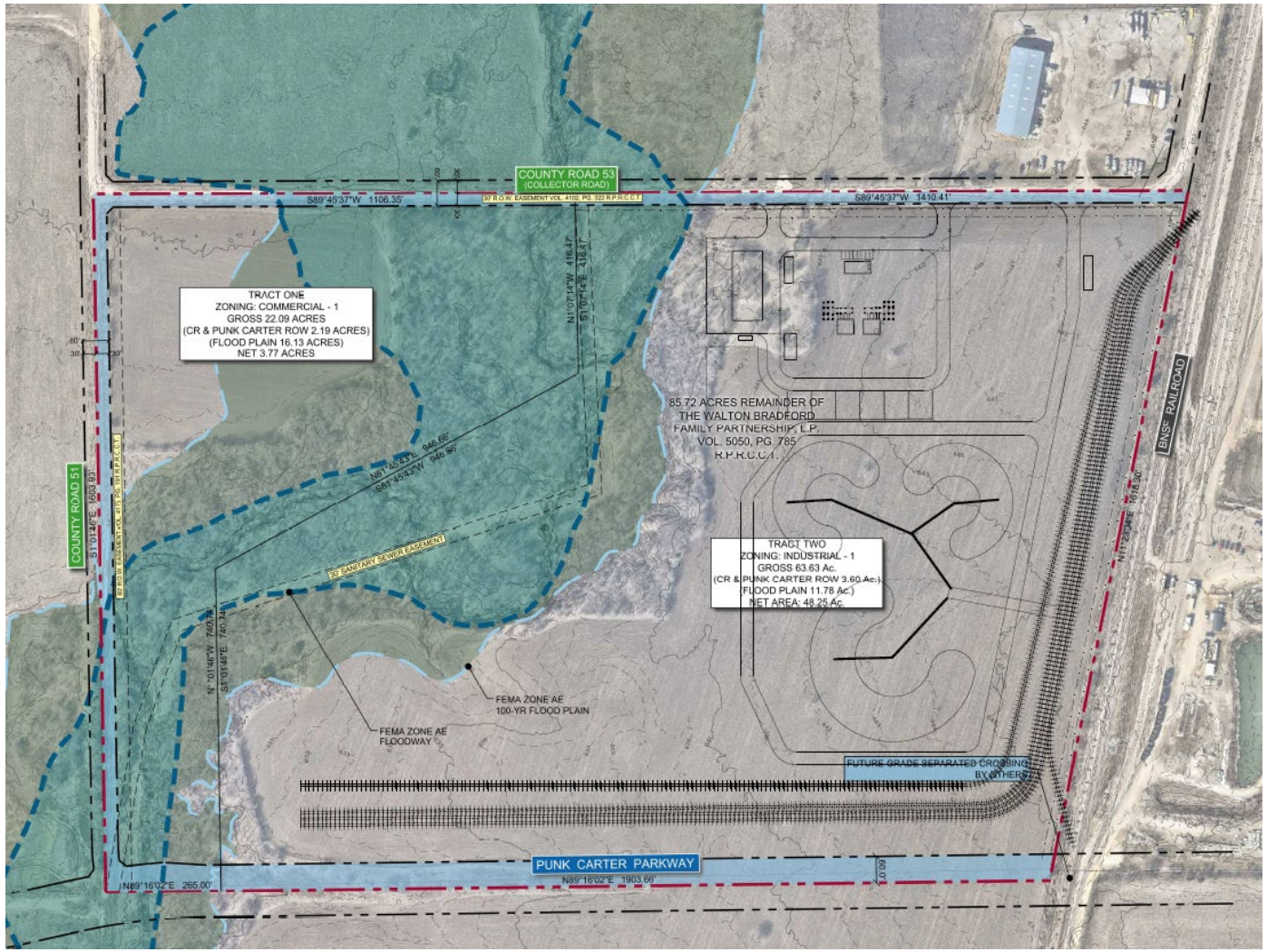
Attachment: Staff Presentation (Bradford Batch Plant – Specific Use Permit)

SUP OVERVIEW

- An SUP is required of land uses that the Zoning Ordinance may allow, but uses that are also screened and specially approved for situational suitability
- The purpose of the SUP requirement is to determine the appropriateness of a proposal
- The City has broad discretionary approval of the requested SUP

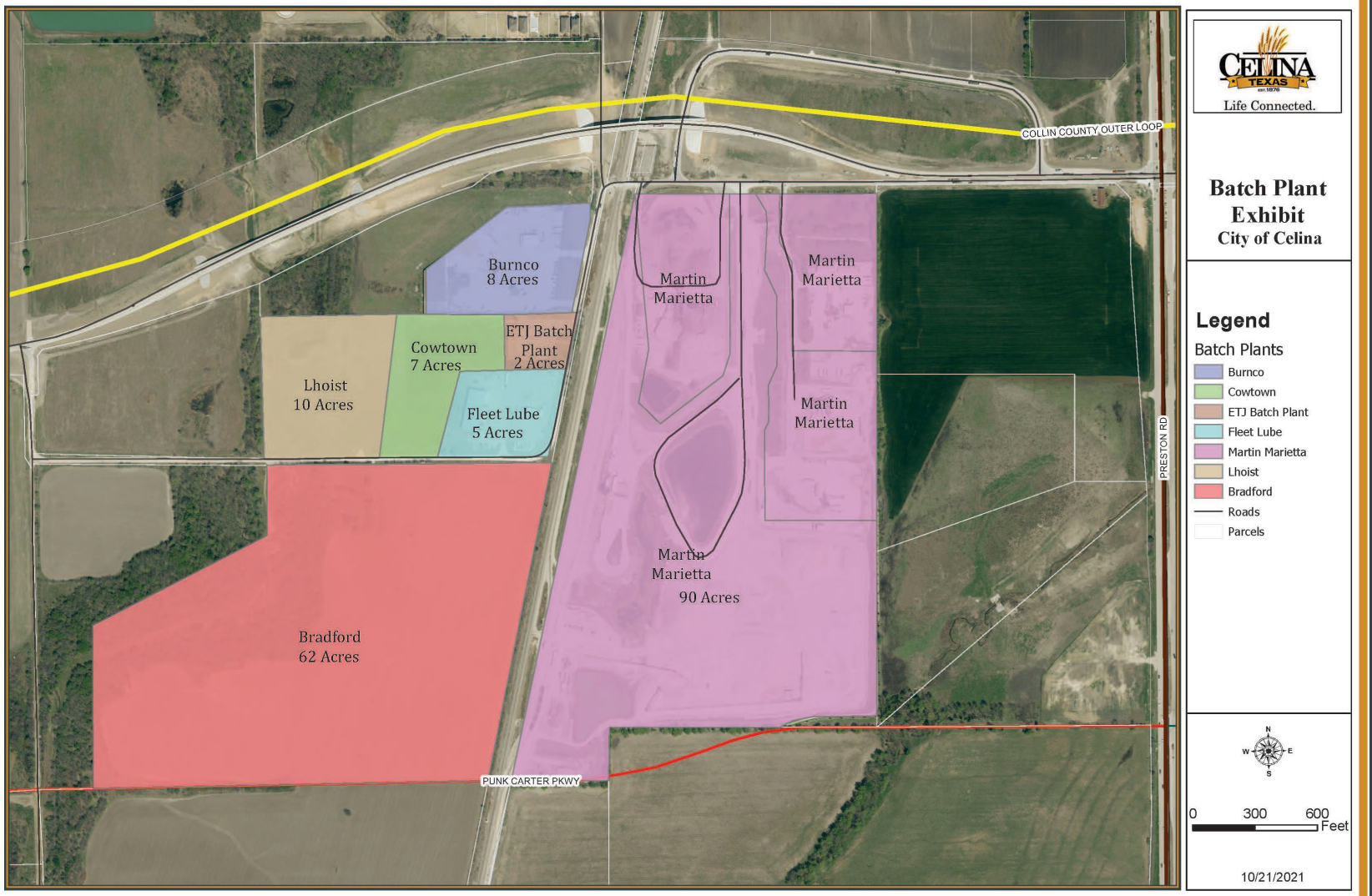
Attachment: Staff Presentation (Bradford Batch Plant – Specific Use Permit)

CONCEPT PLAN



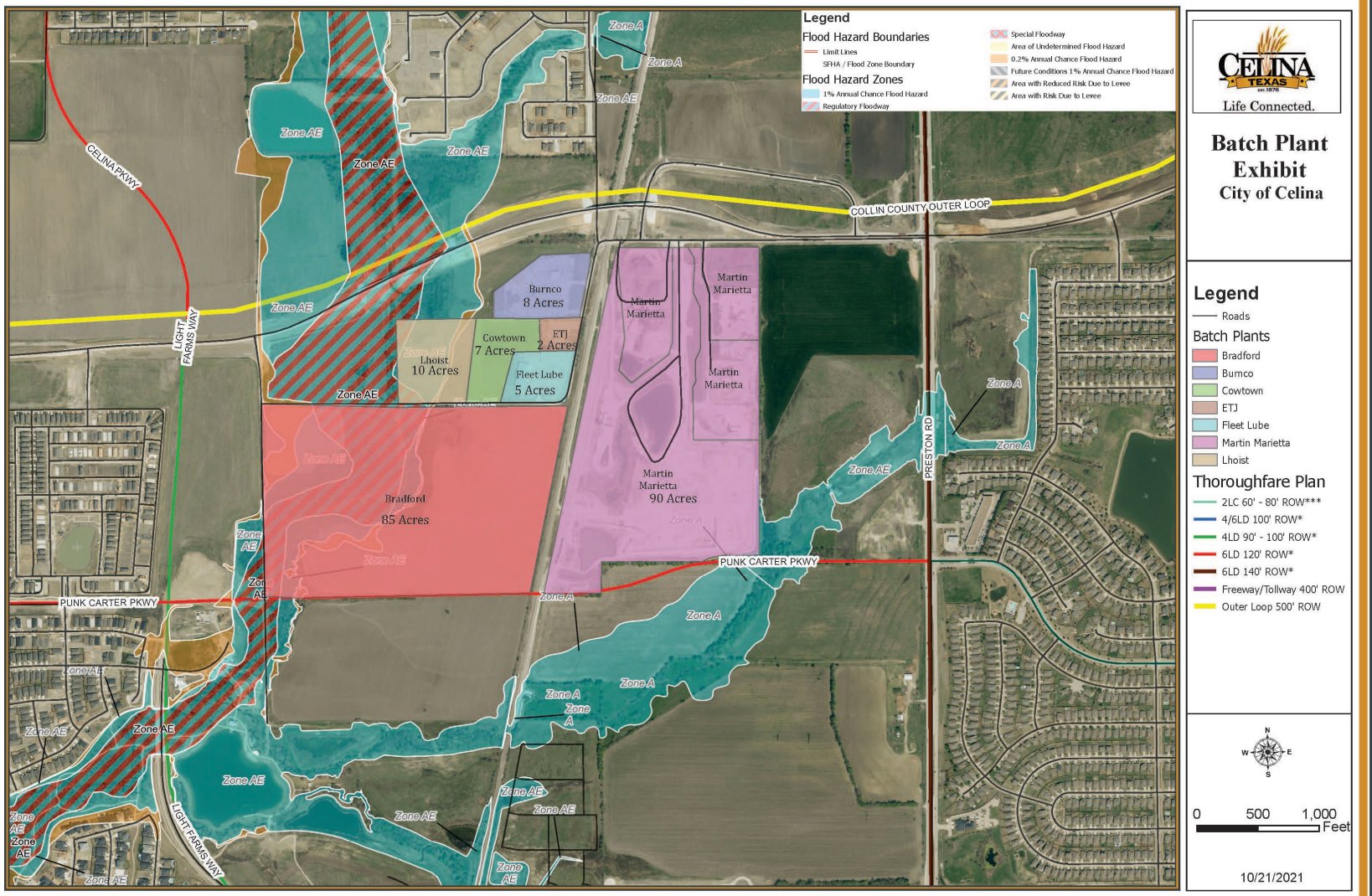
Attachment: Staff Presentation (Bradford Batch Plant – Specific Use Permit)

BATCH PLANT EXHIBIT



Attachment: Staff Presentation (Bradford Batch Plant – Specific Use Permit)

CONTEXTUAL EXHIBIT



CELINA TEXAS
Life Connected.

Batch Plant Exhibit
City of Celina

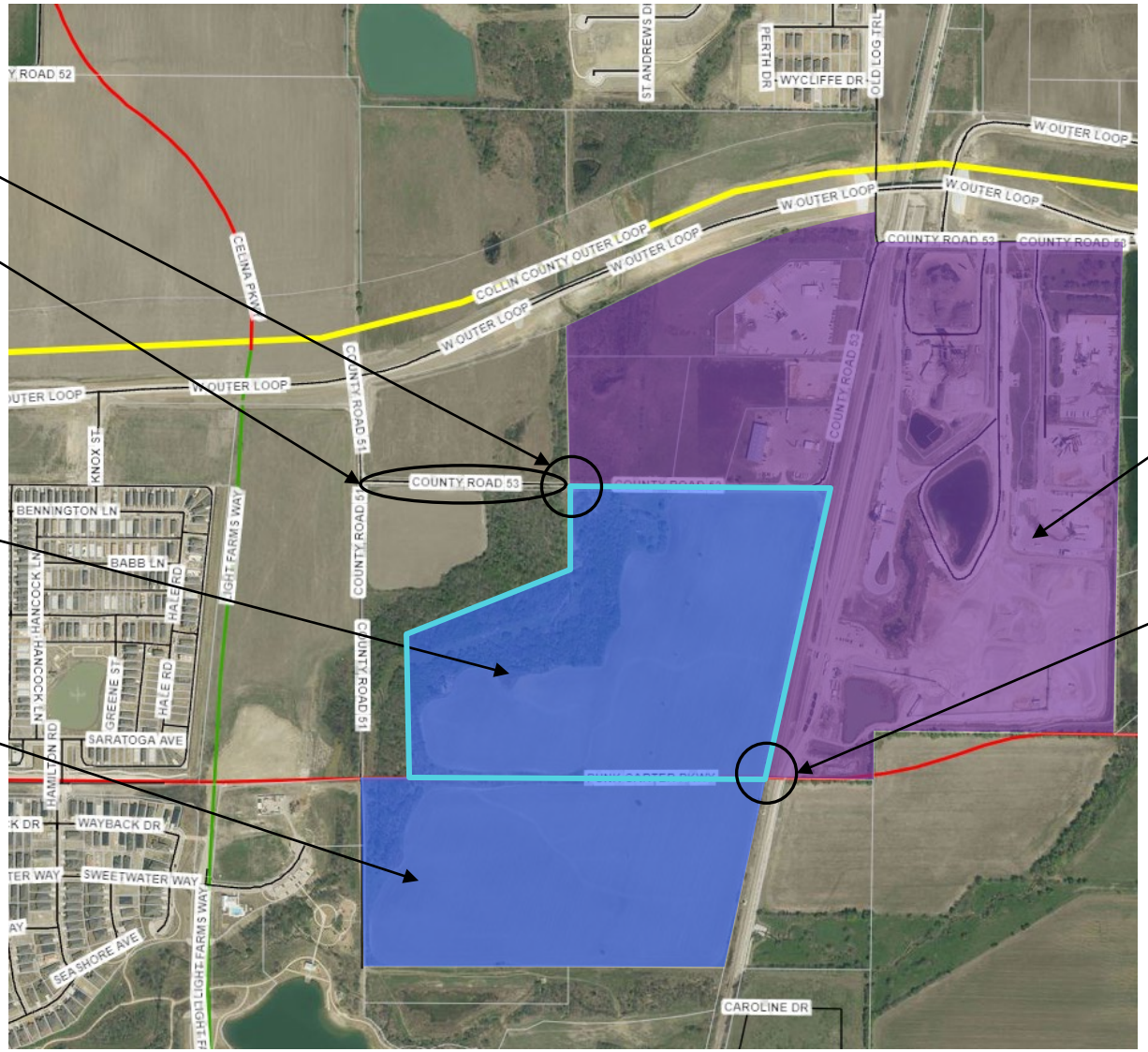
Legend
Roads
Batch Plants
Bradford
Burnco
Cowtown
ETJ
Fleet Lube
Martin Marietta
Lhoist
Thoroughfare Plan
2LC 60' - 80' ROW***
4/6LD 100' ROW*
4LD 90' - 100' ROW*
6LD 120' ROW*
6LD 140' ROW*
Freeway/Tollway 400' ROW
Outer Loop 500' ROW

N
W
E
S
0 500 1,000 Feet

10/21/2021

Attachment: Staff Presentation (Bradford Batch Plant – Specific Use Permit)

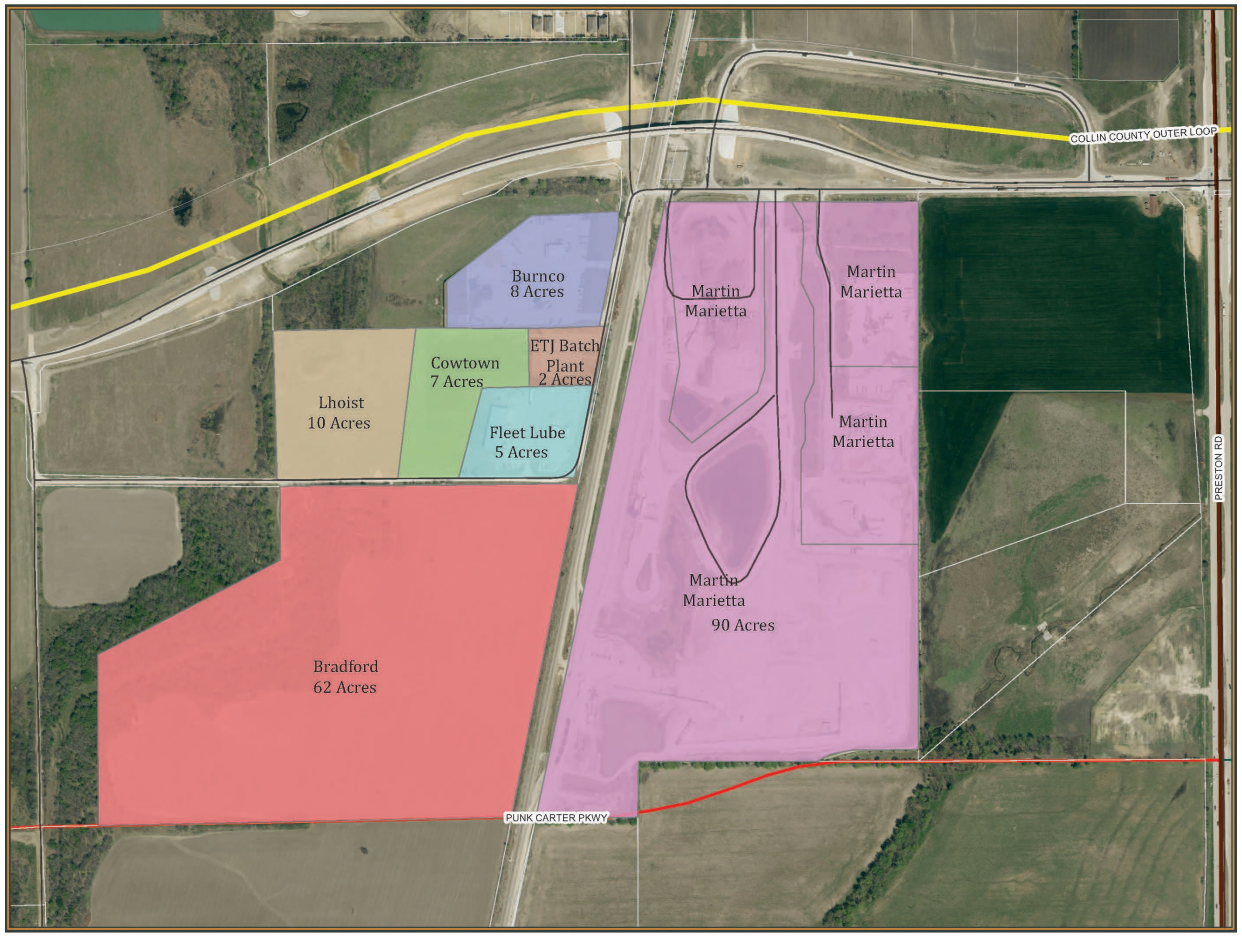
AREA OVERVIEW



Attachment: Staff Presentation (Bradford Batch Plant – Specific Use Permit)

TRIP COUNTS

Plant Name	Trucks Per Day
Martin Marietta	900
Burnco	200
Cowtown	100
Fleet Lube	Unknown
ETJ Batch Plant	Unknown
LHoist	35
Applicant	80-160



Attachment: Staff Presentation (Bradford Batch Plant – Specific Use Permit)

POLICY CONSIDERATIONS (1 OF 4)

- The subject property's existing zoning is Industrial, and the FLUP supports the request
- The property is located under a future bridge with no direct frontage onto Punk Carter Parkway, and with limited access from CR 53, which will be a dead-end in the future
- The boundaries of the property include BNSF, other Industrial zoned land, other batch plants, and floodplain
- The property is adjacent to several existing batch plants already in operation and/or under construction (135+ acres)

Attachment: Staff Presentation (Bradford Batch Plant – Specific Use Permit)

POLICY CONSIDERATIONS (2 OF 4)

- The subject property is the last tract along CR 53 that does not already have a batch plant on it
- The requested use (batch plant) is arguably highest and best use for the subject property
- The proposal is positive for the tax base, as concrete batch plants generate considerable sales tax
- The right-of-way leading to the batch plant is a major corridor (Collin County Outer Loop)

Attachment: Staff Presentation (Bradford Batch Plant – Specific Use Permit)

POLICY CONSIDERATIONS (3 OF 4)

- A denial of the SUP does not necessarily preclude the concrete batch plant from operating in Celina, as the City has approximately 35 square miles of ETJ
- A batch plant located appropriately in the City will have greater regulation and less negative impact than one located in the ETJ without regulation and no City input on the location
- The Martin Marietta batch plant (80+ acres) to the east has apartments zoned to its east, which will help mitigate both noise and visuals of the batch plant area from the Preston Road corridor
- U.S. Concrete (applicant) is a reputable and large concrete supplier

Attachment: Staff Presentation (Bradford Batch Plant – Specific Use Permit)

POLICY CONSIDERATIONS (4 OF 4)

- The Texas Commission on Environmental Quality (TCEQ) is the State agency tasked with environmental regulation of concrete batch plants in Texas
- The City's role is to determine land use
- The estimated property tax revenue for the City is $116K; for the ISD is $260K
- The estimated sales tax is in the six digits

Attachment: Staff Presentation (Bradford Batch Plant – Specific Use Permit)

RECOMMENDATION

- The Planning & Zoning Commission (P&Z) unanimously recommended approval at its October meeting, with a recommendation to limit the batch plant operations to 10 acres
- Staff recommends approval with the following special ordinance provisions:
  - 12' tall masonry screening wall along any rights-of-way (consistent with previous plants)
  - Typical performance standards (lighting, screening, height, dust, State & Federal compliance, etc.)

Attachment: Staff Presentation (Bradford Batch Plant – Specific Use Permit)

CITY OF CELINA, TEXAS
ORDINANCE 2021-____
BRADFORD BATCH PLANT SPECIFIC USE PERMIT (SUP)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS AN APPROXIMATELY 64 ACRE TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND #14 SURVEY, ABSTRACT NO. A0167, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED AT THE NORTHEAST CORNER OF COUNTY ROAD 51 AND FUTURE PUNK CARTER PARKWAY, WITHIN THE CITY LIMITS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B", ATTACHED HERETO AND INCORPORATED HEREIN TO BE DESIGNATED AS "I" INDUSTRIAL ZONING DISTRICT WITH A SPECIFIC USE PERMIT PROVIDING FOR A BATCH PLANT, PERMANENT; PROVIDING FOR COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO PUBLIC HEALTH AND SAFETY; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a Home Rule Municipality located in Collin, and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code, The Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Title 7 Chapter 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, a Specific Use Permit for a Batch Plant has been requested for the property located at the northeast corner of County Road 51 and future Punk Carter Parkway, Celina, Texas; and

WHEREAS, the establishment of a Specific Use permit has been requested for the property more specifically described in Exhibit "A" attached hereto and incorporated herein for all purposes; and

WHEREAS, the property has been depicted in detail in Exhibit "B" attached hereto and incorporated herein for all purposes; and

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested Specific Use permit accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

Attachment: Draft Ordinance (Bradford Batch Plant – Specific Use Permit)

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally, and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion, has concluded that the Specific Use permit should be granted.

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

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2
FINDINGS

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety and welfare for its residents.

SECTION 3
SPECIFIC USE PERMIT

A Specific Use permit is hereby granted to authorize a Batch Plant for the property located at the northeast corner of County Road 51 and future Punk Carter Parkway. Such use shall be consistent and in compliance with the underlying base zoning district. Development of the property shall be subject to the City Regulations and the adopted engineering design standards, as amended, except to the extent that the Special Ordinance Provisions, attached as "Exhibit C", may vary from those, then the Development Standards included herein shall control.

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT STANDARDS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning located approximately at the northeast corner of County Road 51 and future Punk Carter Parkway, Celina, Texas, as I, Industrial Zoning District with a Specific Use Permit for a Batch Plant.

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 located at the County Road 51 and future Punk Carter Parkway, Celina, Texas, shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina, as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two

Attachment: Draft Ordinance (Bradford Batch Plant – Specific Use Permit)

Thousand Dollars ($2,000.00) for each offense, and each and every day such violation is continued shall be deemed to constitute a separate offense.

7.02 If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8
CUMULATIVE REPEALER CLAUSE

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

SECTION 9
SAVINGS CLAUSE

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning regulation which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 10
SEVERABILITY

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

Attachment: Draft Ordinance (Bradford Batch Plant – Specific Use Permit)

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 9th day of November, 2021.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

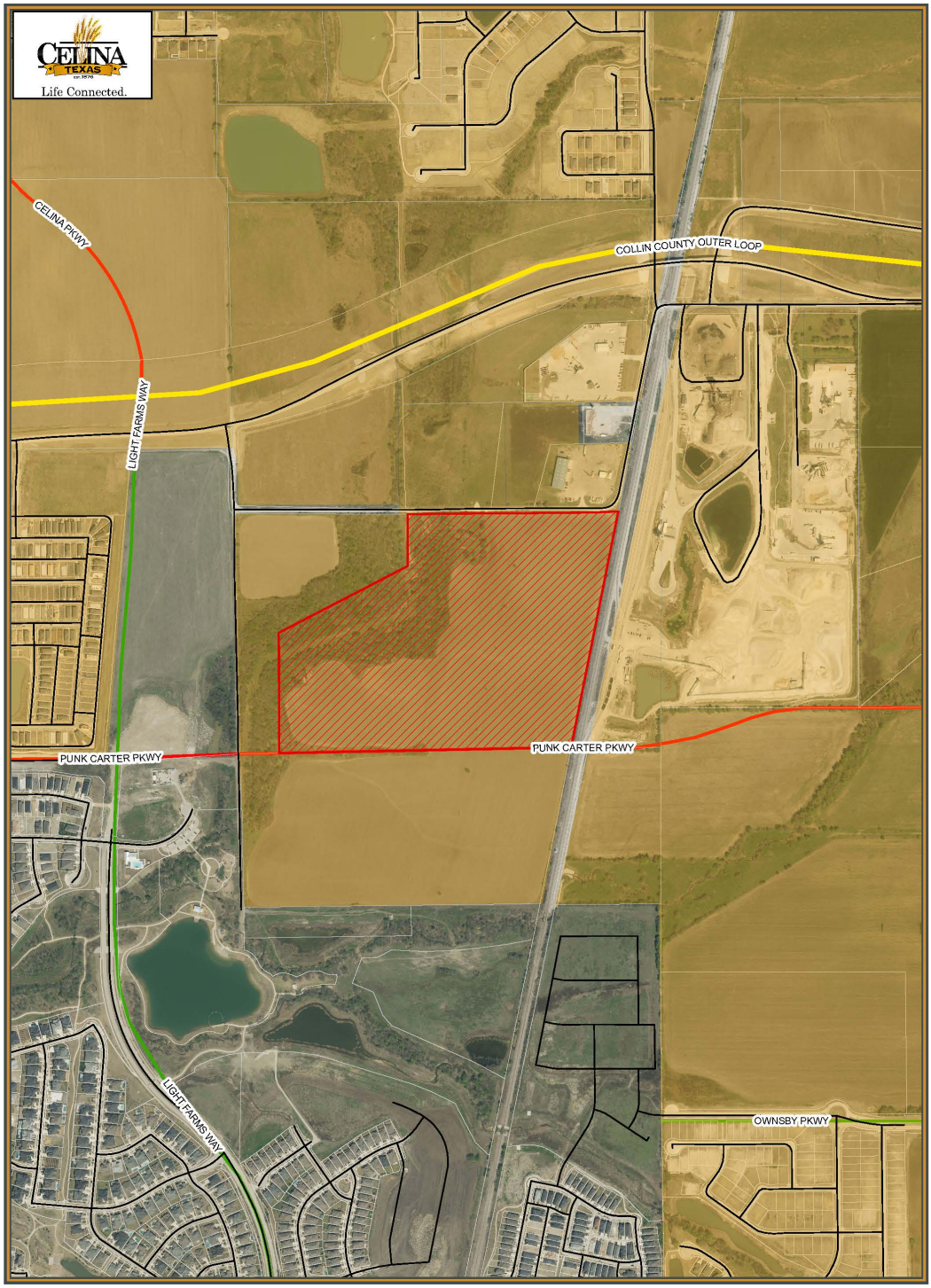
Attachment: Draft Ordinance (Bradford Batch Plant – Specific Use Permit)

EXHIBIT A
Legal Description

The property is Block 2, Tract 66 of Collin County School Land #14 Survey, Abstract No. A0167.

Attachment: Draft Ordinance (Bradford Batch Plant – Specific Use Permit)

EXHIBIT B
Zoning Exhibit



Attachment: Draft Ordinance (Bradford Batch Plant – Specific Use Permit)

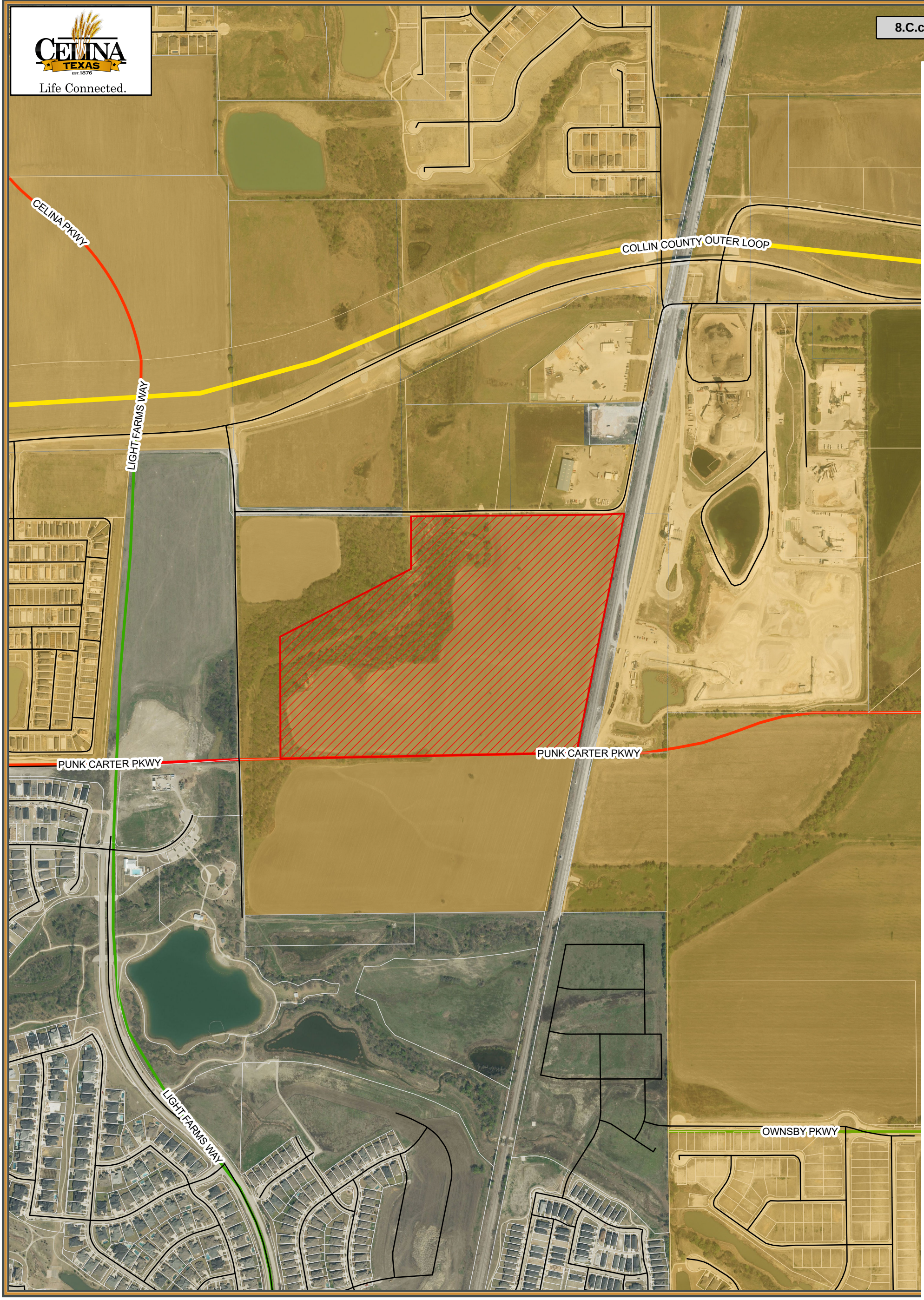
EXHIBIT C
Special Ordinance Provisions

The following special provisions apply to this use:

1. The batch plant is allowed on the subject property, east of the floodplain.
2. A modular building is permitted to serve as the office.
3. A 12-foot-tall solid, masonry wall shall be installed along any rights-of-way.
4. All on-site lighting shall be properly shielded.
5. No overhead utilities are allowed.
6. The on-site storage of materials shall not exceed 45 feet in height.
7. The hours of operation are allowed to be 24-7.
8. All permanent roads inside the plant must be paved, watered, and swept to eliminate visible dust emissions.
9. If any of the above conflict the Code of Ordinances, State regulations, or any other regulations, the stricter of the regulations shall apply.
10. A valid certificate of occupancy is conditional upon continued compliance with the Texas Commission on Environmental Quality, Federal Emergency Management Administration, and all other governmental agencies.

Attachment: Draft Ordinance (Bradford Batch Plant – Specific Use Permit)

CELINA TEXAS EST. 1876
Life Connected.



Legend

- Subject Property
- City Limits
- Roads
- Parcels

Bradford Batchplant
Location Map
City of Celina

10/14/2021

N W E S

0 500 1,000 Feet

Attachment: Location Map (Bradford Batch Plant – Specific Use Permit)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	November 9, 2021
Re:	Legacy 58.5 - Development Agreement

Action Requested:
Conduct a public hearing to consider and act upon a Development Agreement between the City of Celina and Celina 58 LP, for approximately 59 acres of land, generally located at the northwest corner of Louisiana Drive and County Road 58, within the Extraterritorial Jurisdiction (ETJ). (Legacy 58.5 – Development Agreement) (Mohan)

Applicant:
Claymoore Engineering
301 S. Coleman, Suite 40
Prosper, TX 75078

Background Information:
The property is approximately 59 acres, within the Extraterritorial Jurisdiction (ETJ). The property owner desires to outline the future annexation and zoning of the tract for a mix of uses (Commercial, Office, and Retail; Industrial; and Multi-Family MF-0 or MF-2). Refer to the attached documents for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Development Agreement

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876

Life Connected.

LEGACY DR

BUS 289

G A MOORE PKWY

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Legacy 58.5 DA Location Map

City of Celina

9/7/2021

N W E S

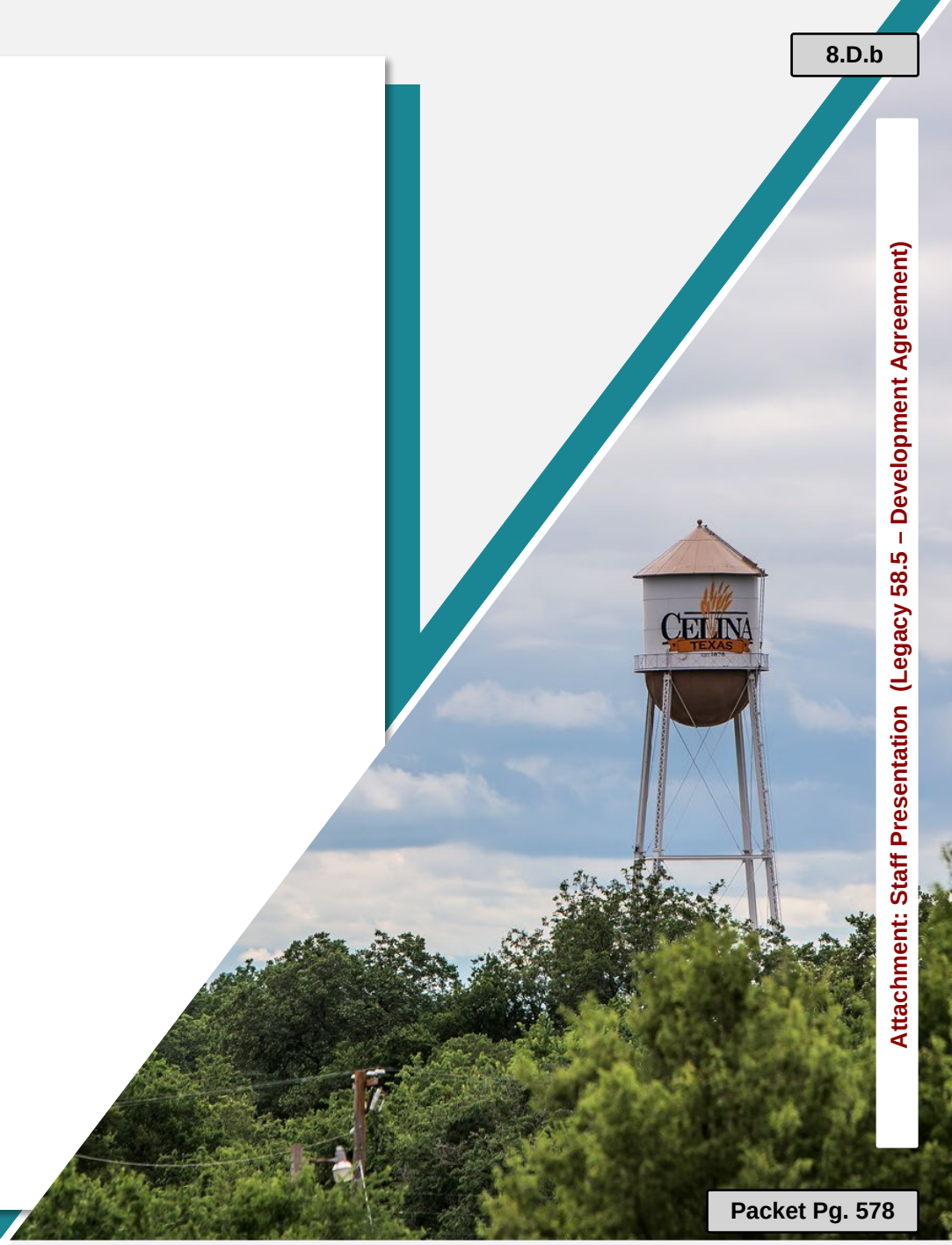
0 500 1,000 Feet

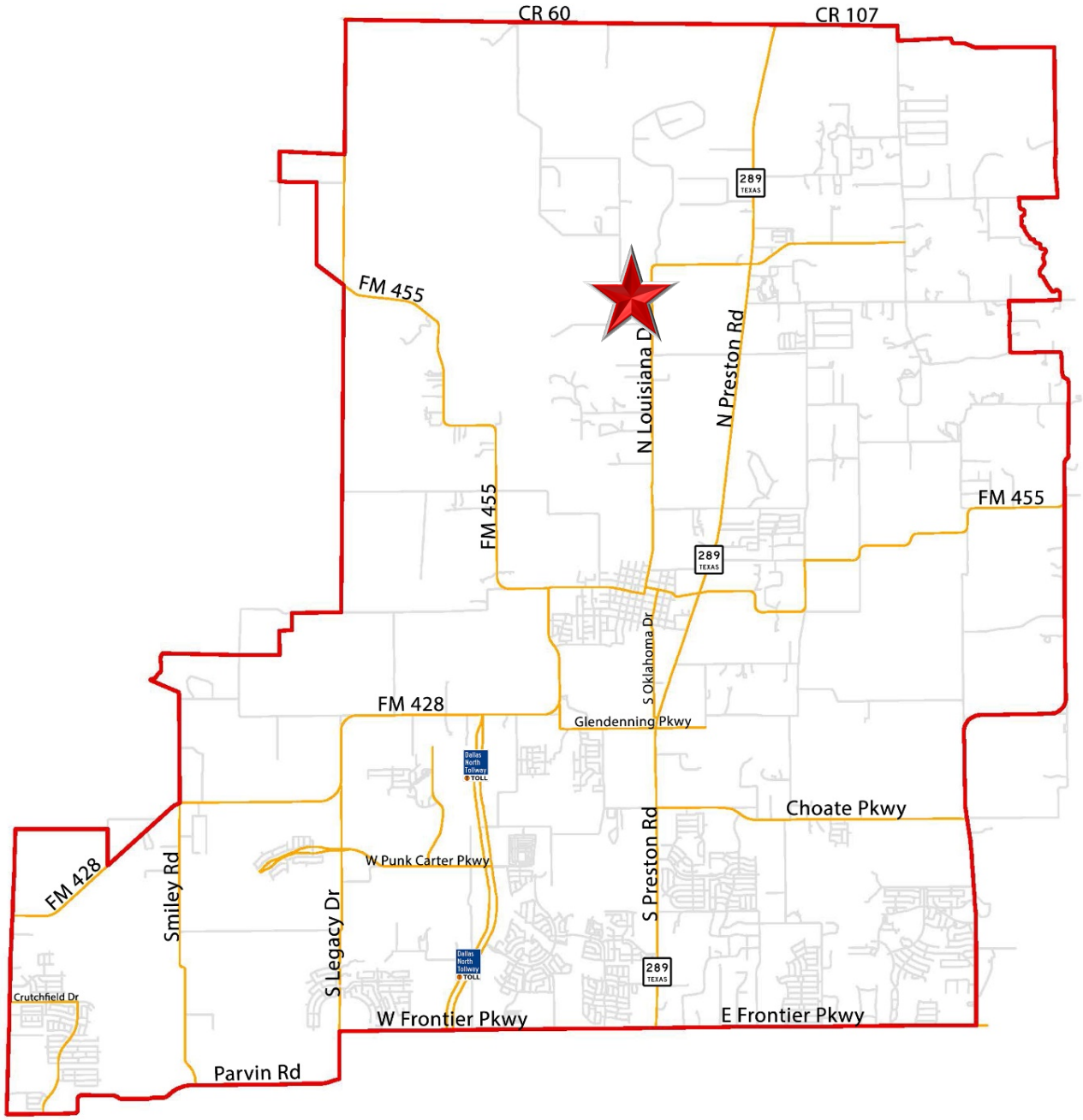
Attachment: Location Map (Legacy 58.5 – Development Agreement)

LEGACY 58.5

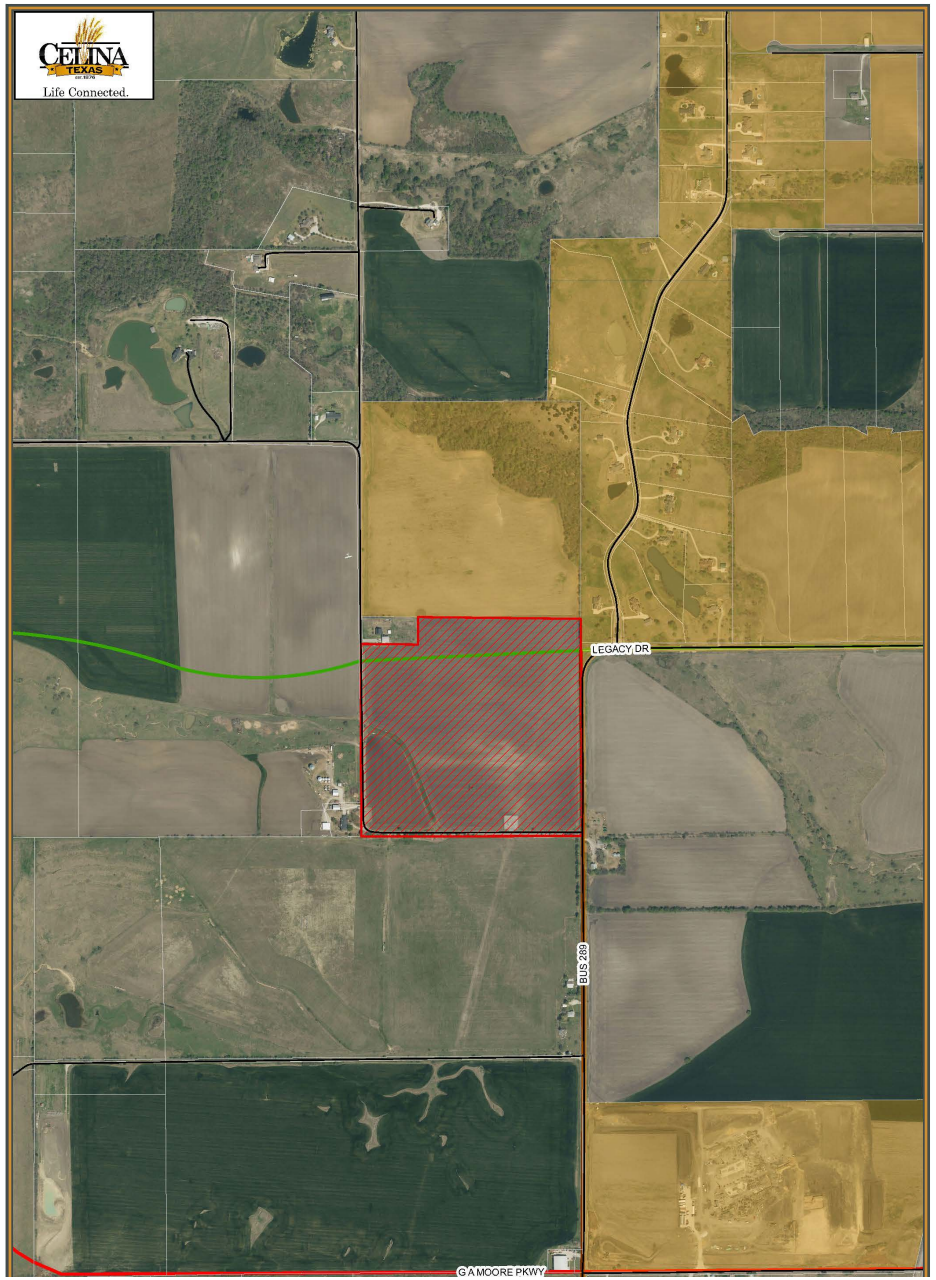
Development Agreement

City Council
November 9, 2021





Attachment: Staff Presentation (Legacy 58.5 – Development Agreement)



LOCATION MAP

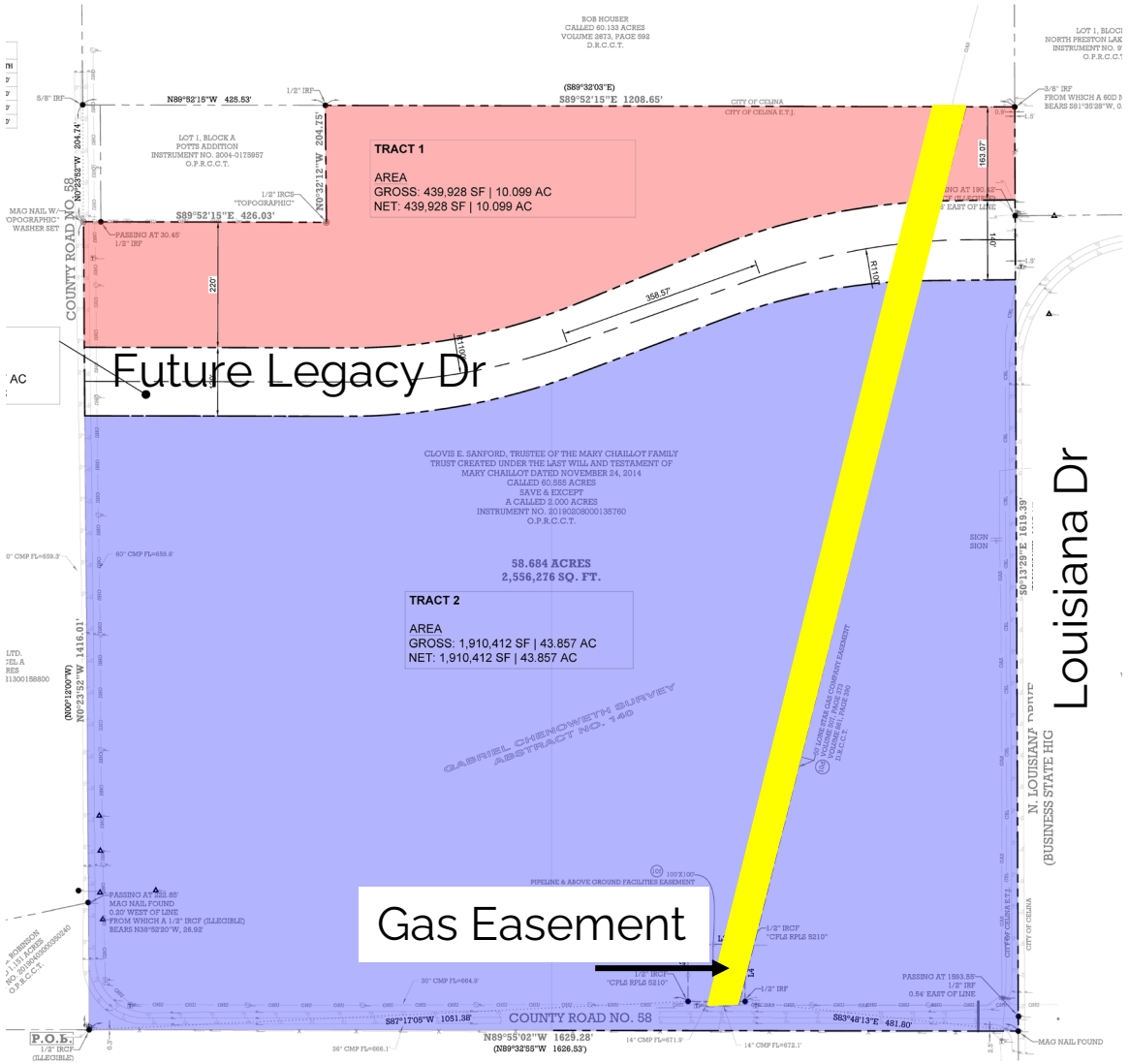
The subject property is generally located at the southwest corner of Louisiana Drive and future Legacy Drive

Attachment: Staff Presentation (Legacy 58.5 – Development Agreement)

BACKGROUND

- The subject property is approximately 59 acres, located within the Extraterritorial Jurisdiction (ETJ)
- The applicant is proposing a Planned Development with flex base zoning (including Commercial, Office, Retail (C); Industrial (I); and MF-2 or MF-0)

Attachment: Staff Presentation (Legacy 58.5 – Development Agreement)



TRACT EXHIBIT

North of Legacy is limited to commercial, office, and retail only

South of Legacy is Flex

Attachment: Staff Presentation (Legacy 58.5 – Development Agreement)

PROJECT OVERVIEW

- Flex is defined as:
  - Commercial Office & Retail (C)
  - Industrial (I)
  - MF-2 or MF-0
    - MF-2 limited to 350 units (max)
    - MF-0 limited to 250 units (max)
    - Only one MF project may develop (MF-2 or MF-0); not both
- Contractor shops (warehouses) are allowed by right
- The project will abide by all zoning standards, including architecture

Attachment: Staff Presentation (Legacy 58.5 – Development Agreement)

POLICY CONSIDERATIONS

- The property is at the hard corner of future Legacy Drive and Louisiana Drive
- The property would be annexed and zoned per the Development Agreement

Attachment: Staff Presentation (Legacy 58.5 – Development Agreement)

P&Z PUBLIC HEARING

- One adjacent ETJ resident requested that the agricultural heritage of the adjacent properties is considered when designing the ultimate configuration of the subject property.
- Another resident asked about the “flex” zoning definition.

Attachment: Staff Presentation (Legacy 58.5 – Development Agreement)

RECOMMENDATION

- The Planning & Zoning Commission recommended approval (5-1, with Commissioner Poche being the dissenting vote), of the zoning request at its September 21st regular meeting, with the following condition:
  - That only commercial uses are located along Legacy Drive and Louisiana Drive, and multifamily and industrial uses are limited to the remainder of the tract, not along Legacy Drive and Louisiana Drive.

- Staff recommends approval as presented, without the geographic limitations, due to the existing gas easement along Louisiana Drive. This recommendation has Legacy Drive being the dividing line, which ensures that northern neighborhoods are not exposed to Flex.

Attachment: Staff Presentation (Legacy 58.5 – Development Agreement)

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is made and entered into by and between the City of Celina (the "City"), a home rule municipality located within Collin County, Texas, and Celina 58, LP (the "Developer") (the City and the Developer each individually, a "Party" and collectively, the "Parties") as of November 9, 2021 (the "Effective Date").

RECITALS

WHEREAS, the City is a home rule municipal corporation duly organized and validly existing under the laws of the State of Texas located within Collin County, Texas ("Collin County"); and

WHEREAS, on the date the City Council voted to approve this Agreement, the Developer owns 58.555 acres of land, generally located at the southwest corner of the intersection of Carthage and Louisiana, which lies within the extraterritorial jurisdiction ("ETJ") of the City, and within Collin County, Texas and is described by metes and bounds and depicted on **Exhibit A** (the "Property"); and

WHEREAS, the Developer intends to develop the Property pursuant to the terms of this Agreement; and

WHEREAS, the Parties contemplate that the Property will be developed in accordance with the concept plan shown in **Exhibit B** ("Concept Plan") and Developer desires for the Property to be annexed and zoned pursuant to the terms of this Agreement; and

WHEREAS, the Developer intends to continue using the Property for agricultural uses until it is annexed, then developed with other land uses according to the development regulations for the Property described in **Exhibit C** (the "Development Regulations"); and

WHEREAS, the Parties have determined that they have the authority to enter into this Agreement pursuant to Section 212.172, Texas Local Government Code, as amended, and the City's authority as a home rule municipality; and

WHEREAS, the City is agreeable to the Property being developed pursuant to this Agreement, which will remain in place for a 15-year term and be binding on subsequent purchasers of all or a portion of the Property as provided herein and by Section 212.172, Texas Local Government Code; and

WHEREAS, the Developer is agreeable to the Property being annexed pursuant to this Agreement, which will remain in place for a 15-year term and be binding on subsequent purchasers of all or a portion of the Property as provided herein and by Section 212.172, Texas Local Government Code; and

WHEREAS, it is the intent of this Agreement to establish certain legally binding restrictions and commitments to be imposed upon the Property; and the Parties are proceeding in reliance on the enforceability of this Agreement.

Attachment: Draft Development Agreement (Legacy 58.5 – Development Agreement)

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the Parties hereby agree as follows:

ARTICLE I
REPRESENTATIONS AND DEFINITIONS

1.1 Recitals. The recitals contained in this Agreement are true and correct as of the Effective Date and form the basis upon which the Parties negotiated and entered into this Agreement.

1.2 Authority. The City represents and warrants that this Agreement has been approved and duly adopted by the City Council of the City in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act), and that the individual executing this Agreement on behalf of the City has been authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individuals executing this Agreement on behalf of the Developer have been authorized to do so.

ARTICLE II
PURPOSES, CONSIDERATION, AND TERM

2.1 Purposes. The Parties desire to enter into this Agreement to do the following: provide for the terms that will apply to the annexation of the Property; specify the uses and development of the Property before and after annexation; and include other lawful terms and consideration pertaining to the entire Property.

2.2 Consideration. The covenants of, benefits to, and performances by, the Parties set forth in this Agreement, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by the Parties.

2.3 Term. This Agreement shall have a 15-year term starting on the Effective Date (the "Term").

ARTICLE III
ANNEXATION AND ZONING

3.1 Annexation and Zoning Processes.

(a) Annexation. Within thirty (30) days of being requested to do so by the City, Developer agrees to submit a voluntary annexation petition for the Property. Developer agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the Property into the City's corporate limits. Developer acknowledges that it was offered an agreement pursuant to 43.016 of the Texas Local Government Code, and declined, preferring to enter this Agreement. This Agreement constitutes the service plan agreement for providing City services to the Property. If the City is unable to complete the annexation of the Property for any reason, including but not limited to procedural error or legal challenge, Developer shall execute another voluntary annexation petition for the Property, within ten (10) days of being requested to

Attachment: Draft Development Agreement (Legacy 58.5 – Development Agreement)

do so. Developer acknowledges and agrees that this Section 3.1 was a material inducement for the City to enter into this Agreement with Developer.

(b) Zoning of Property. While the Parties expressly acknowledge that the Property will be voluntarily annexed in accordance with Section 3.1(a) of this Agreement, the Parties agree that the Development Regulations and the applicable provisions of this Agreement memorialize the plan for development of the Property as provided for in Section 212.172 of the Texas Local Government Code and other applicable law. The City shall consider zoning the Property consistent with the Development Regulations and applicable provisions of this Agreement contemporaneously with the annexation of the Property. Through this Agreement, the Developer expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this Agreement. In the event of a conflict between this Agreement and the zoning of the Property, the Parties agree that this Agreement shall control. The Developer agrees that nothing in this Agreement shall prevent Exhibits B and C, Section 3.1(e), and the City Regulations, including but not limited to zoning, from being enforced against an End-Buyer.

(c) Building Codes, Fire Codes and Building Materials. *Developer has requested and the Parties agree that the Development Regulations, as applicable, the City-adopted building codes and local amendments as subsequently amended, the City-adopted fire codes and local amendments as subsequently amended, and the City's building material regulations in the zoning ordinance (as it existed on August 1, 2019) and other city ordinances, as subsequently amended, to apply to the Property for forty-five (45) years, and voluntarily agrees to burden the Property with their applicability, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended. This Section shall survive after termination of this Agreement. The City, in its sole discretion, may agree to allow building elevations to conform to the City's architectural standards as they may be amended in the future.*

3.2 Conflicts. In the event of any conflict between this Agreement and any City ordinances, resolutions, rules, or regulations, this Agreement, including the Development Regulations, shall control.

ARTICLE IV
PUBLIC INFRASTRUCTURE

4.1 Legacy Drive. The Developer shall dedicate the right-of-way for Legacy Drive within Tract 1 as generally shown in the Concept Plan at the earlier of (a) platting of Tract 1, or (b) within 20 days after receiving a written request from the City for the dedication. The Developer shall not be required to construct Legacy Drive or pay for the construction costs for Legacy Drive.

4.2 Water. The Property is currently located within the certificate of convenience and necessity ("CCN") of Marilee Special Utility District for water service. The City agrees to use best efforts to transfer the water CCN to the City and to extend City water lines as needed to serve the Property.

4.3 Sewer. The City agrees to extend sanitary sewer lines as needed to serve the Property.

Attachment: Draft Development Agreement (Legacy 58.5 – Development Agreement)

ARTICLE V
ADDITIONAL PROVISIONS

5.1 Assignment. The Developer has the right (from time to time) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Developer under this Agreement to any person or entity (an "Assignee") without City consent, but with notice to the City, if the Assignee is an entity that is controlled by or under common control by the Developer or the Assignee is or will become an owner of any portion of the Property. An Assignee is considered the "Developer" and a "Party" under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Assignee. Each assignment shall be in writing executed by the Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to an Assignee shall be provided to all Parties within 15 days after execution. From and after such assignment, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that the Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, the Developer shall not be released until the City receives such copy of the assignment. No assignment by the Developer shall release the Developer from any liability that resulted from an act or omission by the Developer that occurred prior to the effective date of the assignment. The City shall not assign this Agreement.

5.2 Binding Obligations. Pursuant to the requirements of Section 212.172(f) of the Texas Local Government Code, this Agreement, and all amendments hereto, shall be recorded in the deed records of Collin County. In addition, all assignments of this Agreement shall be recorded in the deed records of Collin County. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns permitted by this Agreement and upon the Property.

5.3 Releases.

(a) From time to time upon the written request of the Developer, the City shall execute, in recordable form, a release of this Agreement if the Developer's obligations under this Agreement have been satisfied and the area to be released has been annexed, subject to the continued application of the Development Regulations. The Developer shall pay the City $1,000 at the time of the Developer's request for a release for each release in excess of one per calendar year.

(b) Notwithstanding the prior subsection, the Developer may, at any time following the annexation of the Property into the City's corporate limits and at the Developer's sole option, record a written release of this Agreement in the real property records of Collin County, after which this Agreement shall be of no further force or effect.

5.4 Estoppel Certificates. From time to time upon written request of the Developer, if needed to facilitate a sale of all or a portion of the Property or a loan secured by all or a portion of the Property, the City will execute, to its reasonable knowledge and belief, a written estoppel certificate in a form and substance satisfactory to the City identifying any obligations of the Developer under this Agreement that are in default. The Developer shall pay the City $1,000 at

Attachment: Draft Development Agreement (Legacy 58.5 – Development Agreement)

the time of the Developer's requests for an estoppel certificate for each request in excess of one per calendar year.

5.5 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement; and (d) constitute a legislative finding by the City Council. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

5.6 Notices. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) shall be in writing, shall be signed by or on behalf of the Party giving the notice, and shall be effective as follows: (a) on or after the 10th business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by FAX; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the notice is addressed); or (c) otherwise on the day actually received by the person to whom the notice is addressed, including, but not limited to, delivery in person and delivery by regular mail or by E-mail (with a confirming copy sent by FAX). Notices given pursuant to this section shall be addressed as follows:

To the City:
Attn: Jason Laumer, City Manager
City of Celina
302 W. Walnut St.
Celina, Texas 75009
E-mail:jlaumer@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@hbwvlaw.com
TEL: (940) 387-3518
FAX: (866) 580-1744

With a copy to:
Attn: Julie Fort
Messer, Fort & McDonald, P.L.L.C.
6371 Preston Rd., Ste. 200
Frisco, Texas 75034
E-mail: julie@txmunicipallaw.com
TEL: (972) 668-6400
FAX: (972) 668-6414

Attachment: Draft Development Agreement (Legacy 58.5 – Development Agreement)

To the Developer: Celina 58, LP

ATTN: Teague Griffin
1061 N. Coleman, Suite 90
Prosper, TX 75078

TEL: 214-912-6156

FAX: 972-767-4999

With a copy to: Attn: Arthur J. Anderson
Winstead PC
500 Winstead Building
2728 N. Harwood
Dallas, Texas 75201
E-mail: aanderson@winstead.com
TEL: (214) 745-5400
FAX: (214) 745-5390

5.7 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which Notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than five (5) business days after written Notice of the alleged failure has been given in the case of a default of an obligation to make a payment required under this Agreement and 30 days after written Notice of the alleged failure in all other cases). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the Notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If a Party who has received Notice under this section cannot cure an alleged failure to perform within 30 days after receipt of written Notice, such Party shall give written Notice to the other Party within such 30 day period (a) stating that the Party cannot cure the alleged failure within 30 days after receipt of written Notice, and explaining the reason; and (b) providing a date by which such Party can reasonably cure the alleged failure ("Cure Time Notice"). A Party who does not timely provide a Cure Time Notice shall be deemed to be able to cure the alleged failure to perform within 30 days after the initial written Notice of the alleged failure has been given.

5.8 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, and injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL:

(a) entitle the aggrieved Party to terminate this Agreement; or

(b) entitle the aggrieved Party to suspend performance under this Agreement unless (i) the portion of the Property for which performance is suspended is the subject of the default, or (ii) the portion of the Property for which performance is suspended is owned or controlled by the

Attachment: Draft Development Agreement (Legacy 58.5 – Development Agreement)

owner or developer in default (for example, the City shall not be entitled to suspend its performance with regard to the development of "Tract X" by "Developer A" based on the grounds that any other developer is in default with respect to any other tract but may suspend performance with regard to development of "Tract X" and all tracts owned by "Developer A" if "Developer A" is in default on "Tract Y"); or

(c) entitle the aggrieved Party to seek or recover monetary damages of any kind; or

(d) limit the term.

5.9 Limited Waivers of Immunity. The City does not waive or surrender any of its governmental powers, immunities, or rights, except to the extent permitted by law and necessary to allow the Developer to enforce its remedies under this Agreement. THE CITY CONFIRMS ITS IMMUNITY FROM SUIT AND IMMUNITY FROM LIABILITY IS WAIVED WITH RESPECT TO THE ENFORCEMENT OF THIS AGREEMENT BY THE DEVELOPER.

5.10 Reservation of Rights. This Agreement constitutes a "permit" within the meaning of Chapter 245, Texas Local Government Code, as amended. The Developer does not, by entering into this Agreement, waive (and the Developer expressly reserves) any right the Developer may now or hereafter have with respect to any claim that the application of amendments to the City Regulations, enacted after the Effective Date, to the Property violates any state or federal law, so long as such claim does not relate to any express obligation of Developer set forth in this Agreement.

5.11 Conflicts. In the event of any conflict between this Agreement and any City Regulation, this Agreement, including any exhibit or attachment, shall control.

5.12 Interpretation. The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

5.13 Enforceability. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions and that the performance by the Parties under this Agreement, as to the Property, is authorized by Section 212.172 of the Texas Local Government Code.

5.14 Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement, but does not supersede the Resolution. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, such unenforceable provision shall be deleted from this Agreement, and the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties. If at any time after the Effective Date it is determined that any portion of the Property that is owned by the Developer, or the Developer's successors and assigns, is not within

Attachment: Draft Development Agreement (Legacy 58.5 – Development Agreement)

the City's ETJ, then the Developer, or the Developer's successors and assigns, shall petition the City to include such portion of the Property within the City's ETJ and then voluntarily petition for annexation of that portion of the Property into the City's corporate limits.

5.15 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Collin County. Venue for any action to enforce or construe this Agreement shall be Collin County.

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

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

5.18 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

5.19 Form 1295. Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Developer, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Parties understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the City nor its consultants have verified such information.

5.20 Exhibits. The following Exhibits are attached to this Agreement and are part of this Agreement:

Exhibit A	Metes and Bounds Description and Depiction of the Property
Exhibit B	Concept Plan
Exhibit C	Development Regulations

Attachment: Draft Development Agreement (Legacy 58.5 – Development Agreement)

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

CITY OF CELINA, TEXAS,
the "City"

By: _____
Sean Terry, Mayor

ATTEST:

By: _____
Vicki Tarrant, City Secretary

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

On _____ ___, 2021, before me, the undersigned personally appeared Sean Terry, Mayor, of the City of Celina and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity.

_____
Notary Public in and for the State of Texas

Attachment: Draft Development Agreement (Legacy 58.5 – Development Agreement)

DEVELOPER:

Celina 58, LP
a Texas Limited Partnership

by: Celina 58 GP, LLC
its General Partner

_____
by: Teague Griffin, Manager_____

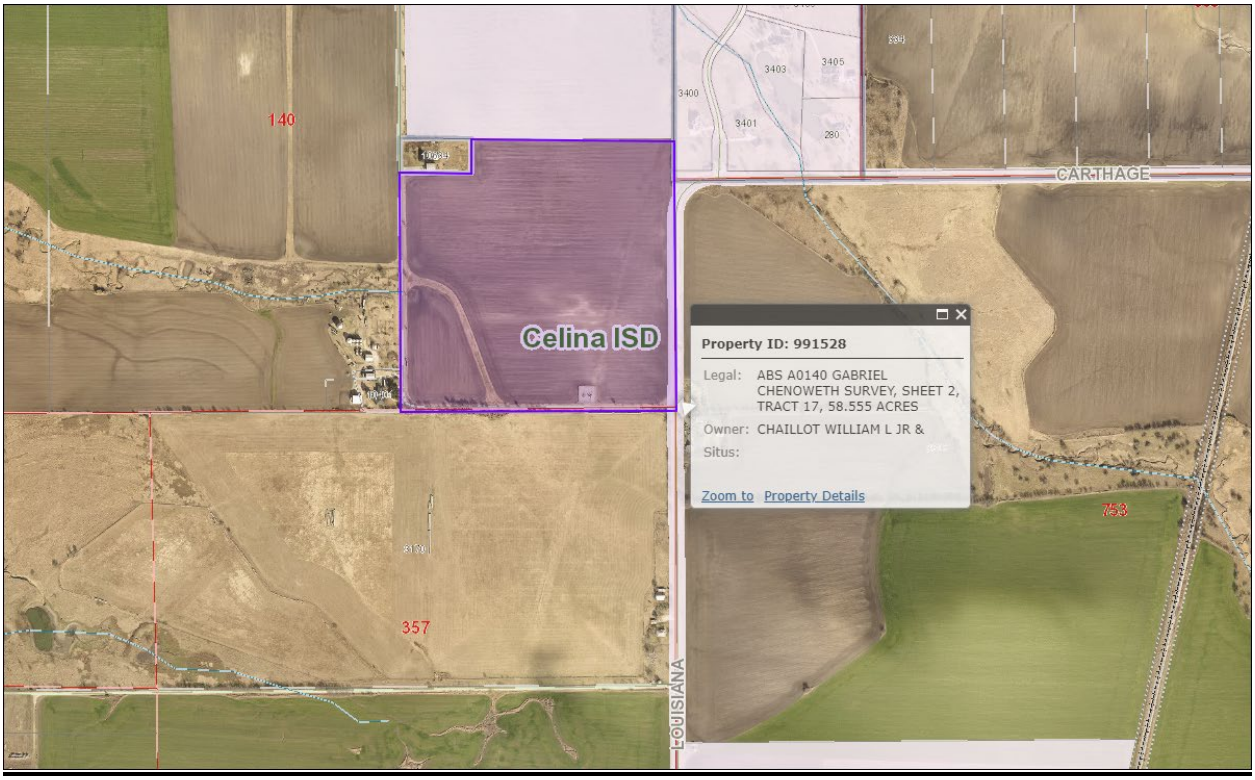
THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____ ____, 2021, by Teague Griffin, Manager of Celina 58 GP, LLC, the General Partner of the Celina 58, LP, on behalf of said partnership.

_____
Notary Public in and for the State of Texas

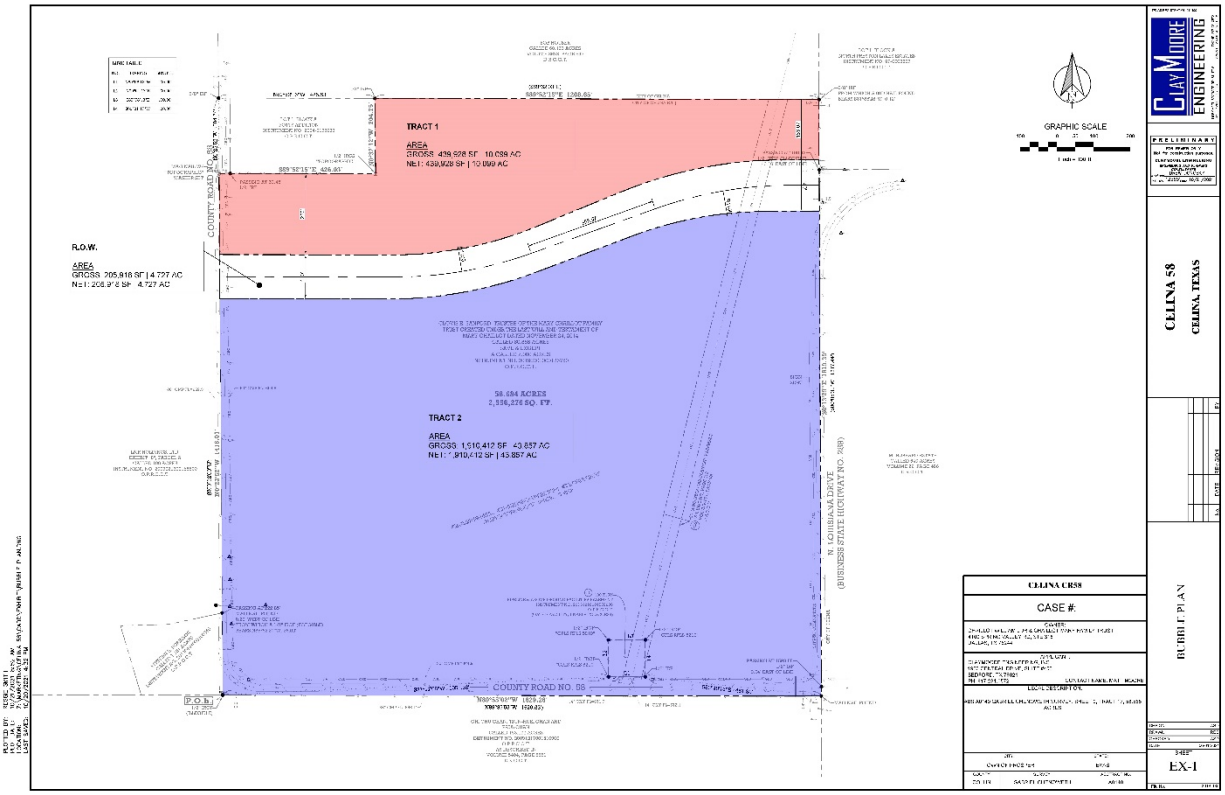
Attachment: Draft Development Agreement (Legacy 58.5 – Development Agreement)

EXHIBIT A
METES AND BOUNDS DESCRIPTION AND DEPICTION OF THE PROPERTY



Attachment: Draft Development Agreement (Legacy 58.5 – Development Agreement)

EXHIBIT B
CONCEPT PLAN



Attachment: Draft Development Agreement (Legacy 58.5 – Development Agreement)

EXHIBIT C
DEVELOPMENT STANDARDS

General

- Tract 1 is located north of the future Legacy Drive right-of-way line and Tract 2 is located south of the future Legacy Drive right-of-way line as shown on Exhibit B.
- Tract 1 shall develop in accordance with the commercial, retail and office zoning district regulations as amended by this Agreement.
- Tract 2 shall develop in accordance with the commercial, office, retail, industrial, MF-2 and/or MF-0 zoning district regulations as amended by this Agreement.
- All landscaping, setbacks, architecture, and other design standards and regulations apply to the Property at time of permitting, unless adjusted below or otherwise noted in this Agreement.
- The building material regulations in the Zoning Ordinance, as it existed on August 1, 2019, shall apply except as expressly amended by this Exhibit C.

Multi-Family Product

- A maximum of 350 units may be developed on Tract 2 in accordance with the Multi-Family-2 ("MF-2") zoning district regulations.
- Alternatively, a maximum of 250 units may be developed on Tract 2 in accordance with the Multi-Family-0 ("MF-0") zoning district regulations. Note that only one, not both, of the two multi-family projects (MF-2 or MF-0) shall be permitted.

Contractor Shops/Office, Showroom, Warehouse

- Contractor shops (without outdoor storage), which may include office/showroom/warehouse as a use, are permitted in Tract 2.
- No overhead doors may face street right-of-way.

Attachment: Draft Development Agreement (Legacy 58.5 – Development Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Director
CC: Jason Laumer, City Manager
Date: November 9, 2021
Re: The Estates at Bonito Lake - Development Agreement

Action Requested:
Conduct a public hearing to consider and act upon a Development Agreement between the City of Celina and IC Resources, LLC. for approximately 100 acres of land, generally located at the northeast corner of County Road 106 and future Coit Road, within the Extraterritorial Jurisdiction (ETJ). (The Estates at Bonito Lake – Development Agreement) (Mohan)

Applicant:
Peloton Land Solutions
11000 Frisco Street, Suite 400
Frisco, TX 75033

Background Information:
The property is approximately 100 acres and within the Extraterritorial Jurisdiction (ETJ). The property owner desires to outline the future annexation and zoning of the tract for an estate residential neighborhood. Please refer to the attached documents for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Development Agreement

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876

Life Connected.

MARILEE RD

STALLCUP BLVD

PRESTON RD

COIT RD

CARL DARNALL PKWY

LEGACY DR

Attachment: Location Map (The Estates at Bonito Lake – Development Agreement)

Legend

- Subject Property
- City Limits
- Roads
- Parcels

The Estates at Bonito Lake
Location Map
City of Celina

9/28/2021

N W E S

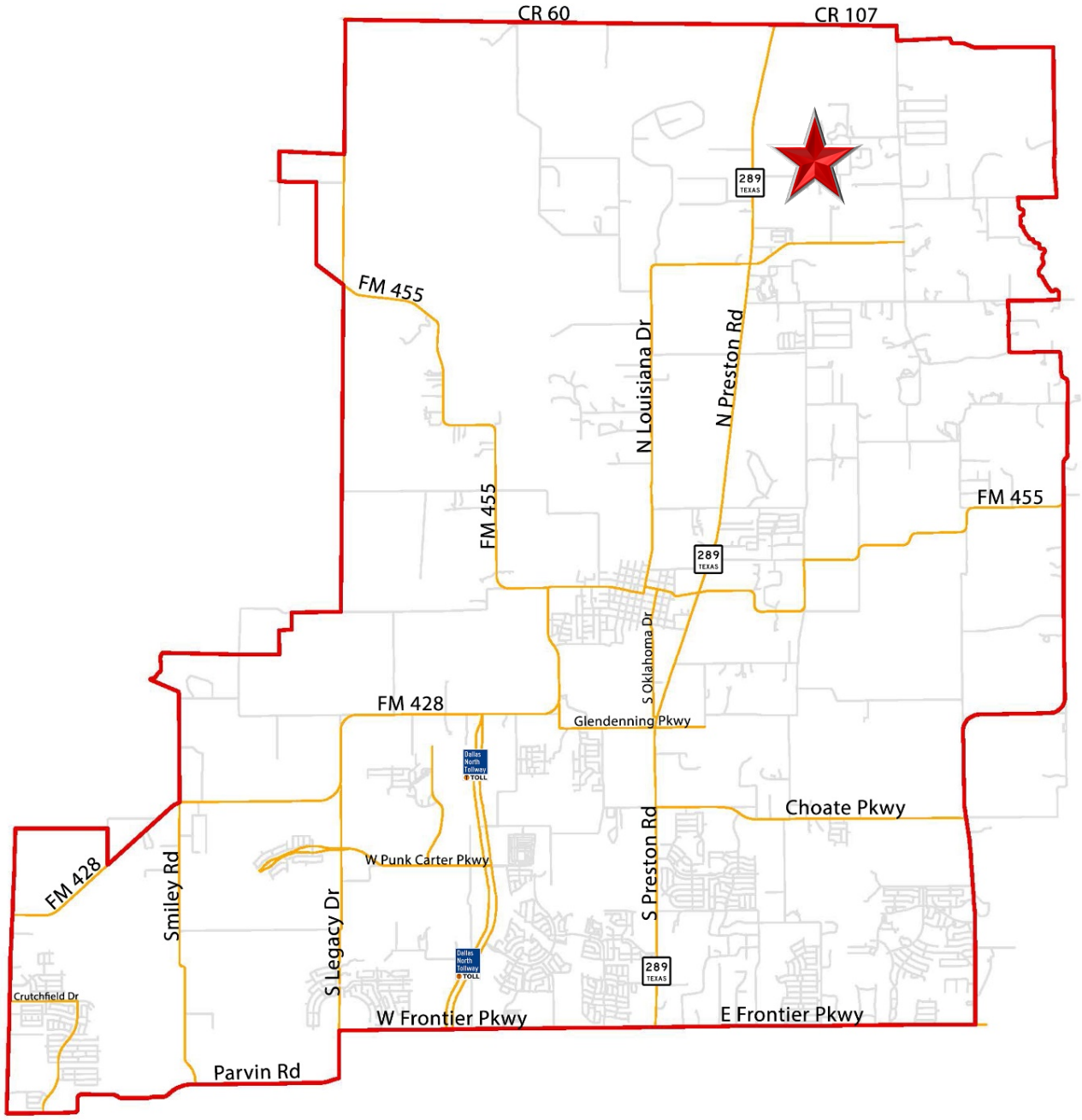
0 500 1,000 Feet

THE ESTATES AT BONITO LAKE

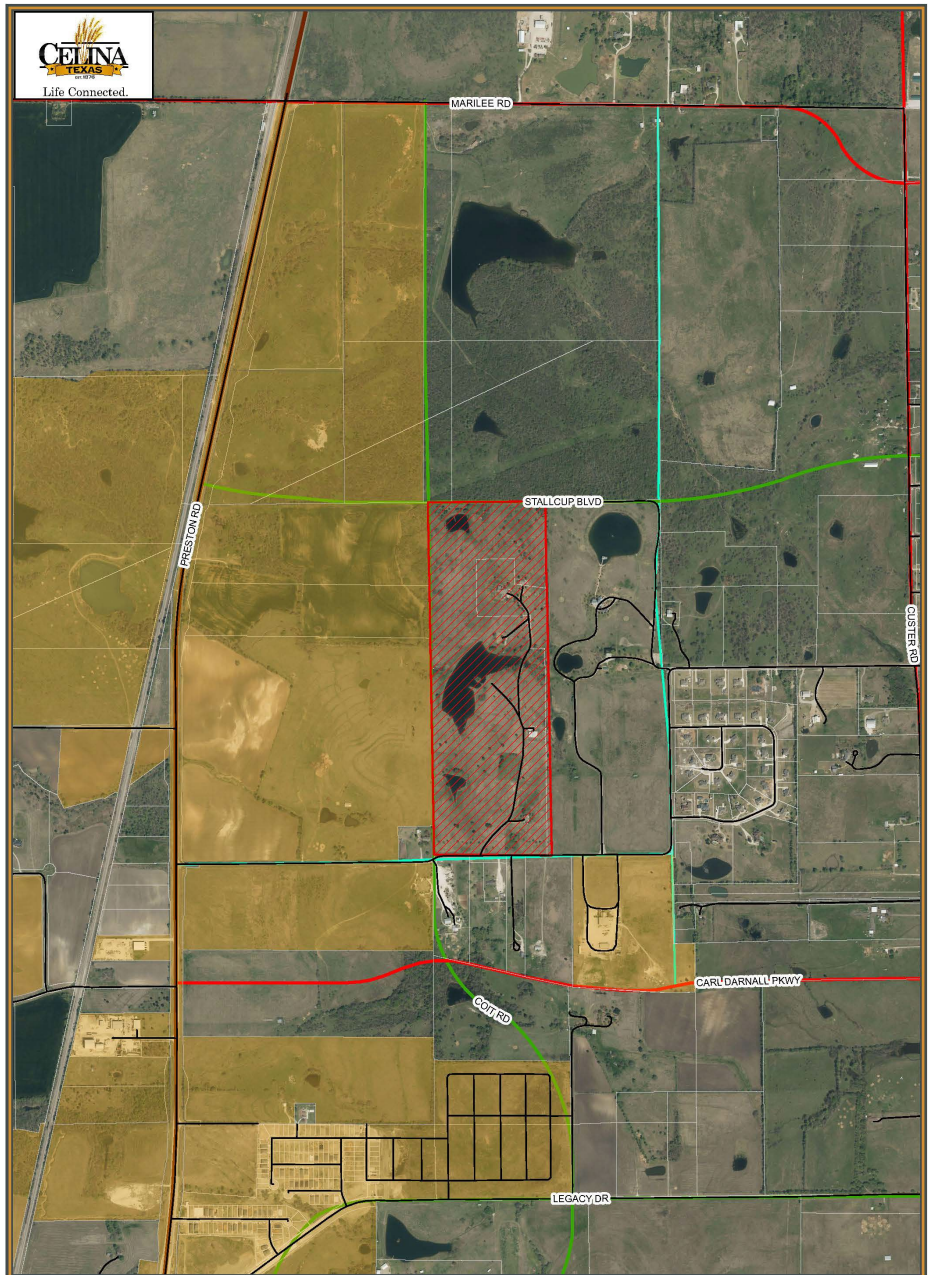
Development Agreement

City Council
November 9, 2021

Attachment: Staff Presentation (The Estates at Bonito Lake – Development Agreement)



Attachment: Staff Presentation (The Estates at Bonito Lake – Development Agreement)



LOCATION MAP

The subject property is generally located at the northeast corner of County Road 106 and future Coit Road

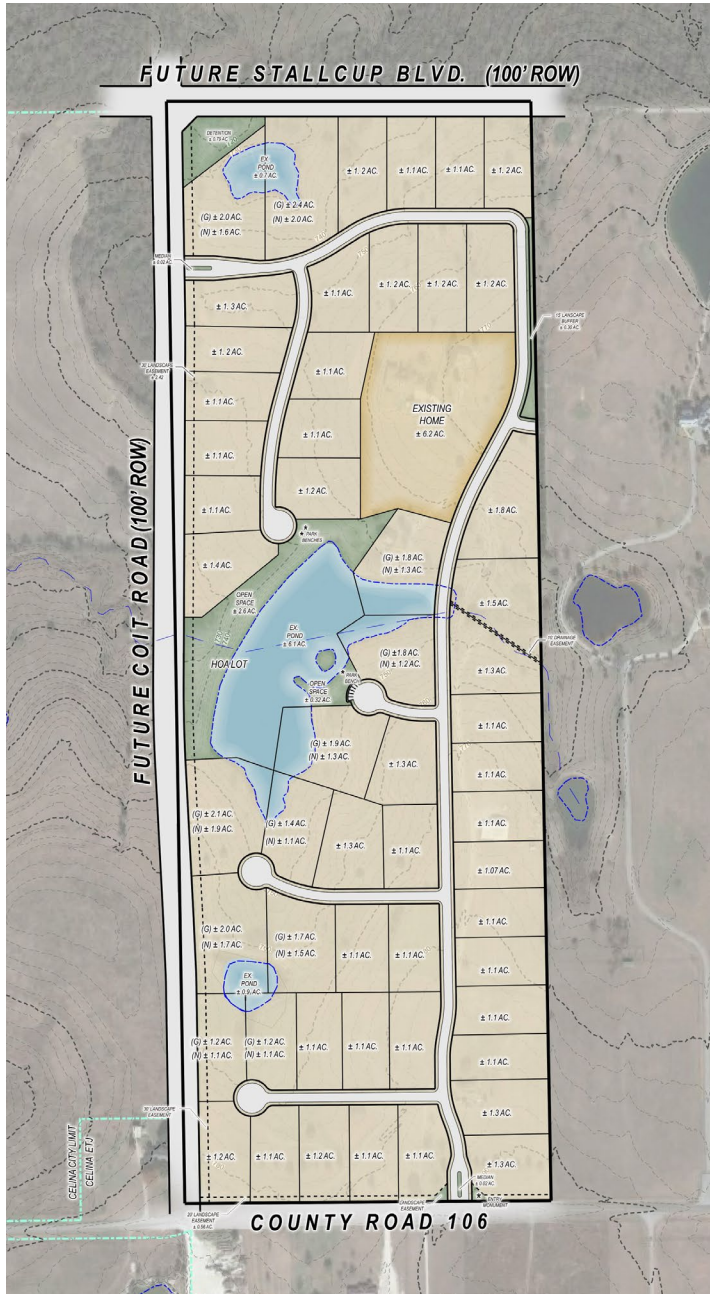
Attachment: Staff Presentation (The Estates at Bonito Lake – Development Agreement)

BACKGROUND

- The subject property is approximately 100 acres and currently within the Extraterritorial Jurisdiction (ETJ)
- The applicant is proposing to develop an estate residential neighborhood
- No pre-annexation agreement exists on the property

Attachment: Staff Presentation (The Estates at Bonito Lake – Development Agreement)

CONCEPT PLAN



Attachment: Staff Presentation (The Estates at Bonito Lake – Development Agreement)

PROJECT OVERVIEW

- The development will consist of approximately 54 lots, each a minimum of 1 acre
- A large HOA pond lot shall be preserved to maintain the rural ambiance
- Perimeter roadway rights-of-way and landscape buffers will be provided
- The applicant is proposing a “modern farmhouse” style elevation with stone and siding

Attachment: Staff Presentation (The Estates at Bonito Lake – Development Agreement)

ELEVATIONS

Attachment: Staff Presentation (The Estates at Bonito Lake – Development Agreement)

POLICY CONSIDERATIONS

- City standards will apply
- The property will be annexed and zoned (as Single-Family Residential Estate zoning district)
- The Future Land Use Plan (FLUP) supports large lot residential development
- Opportunities for estate residential subdivisions are limited due to land prices and increasing costs

Attachment: Staff Presentation (The Estates at Bonito Lake – Development Agreement)

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval of the zoning request at its October 19th regular meeting
- Staff recommends approval as presented

Attachment: Staff Presentation (The Estates at Bonito Lake – Development Agreement)

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into by and between IC Resources, LLC (the "Developer") and the City of Celina (the "City"), to be effective on the date upon which the last of all of the Parties has approved and duly executed this Agreement ("Effective Date").

RECITALS

WHEREAS, certain capitalized terms used herein are defined in Article I; and

WHEREAS, the City is a home-rule municipality of the State of Texas located within Denton County and Collin County; and

WHEREAS, the Developer and the City (which are sometimes individually referred to as a "Party" and collectively as the "Parties") desire to enter into this Agreement; and

WHEREAS, on the date the City Council voted to approve this Agreement, Developer owns 99.662 acres of land, generally located at the northeast corner of Coit Road and County Road 106, which lies within the extraterritorial jurisdiction ("ETJ") of the City, and within Collin County, Texas and is described by metes and bounds on **Exhibit A** and depicted in **Exhibit B**, (the "Property"); and

WHEREAS, the Developer intends to develop the Property pursuant to the terms of this Agreement; and

WHEREAS, the Developer intends to develop the Property as a planned development with residential uses (the "Development"); and

WHEREAS, the Parties intend for this Agreement to establish certain restrictions and to impose certain commitments in connection with the development of the Property; and

WHEREAS, the Parties intend for the Property to be developed in a manner consistent with the City's zoning requirements, building material requirements and building code requirements, except as otherwise provided herein; and

WHEREAS, the Parties intend that the Property will be developed in accordance with the concept plan attached hereto as **Exhibit C** (the "Concept Plan") and the development standards attached hereto as **Exhibit D** (the "Development Standards"); and

WHEREAS, the Developer intends to construct and/or make financial contributions to certain onsite and/or offsite public improvements to serve the Development; and

WHEREAS, in consideration of the Developer's agreements contained herein to develop the Property as envisioned by the Parties, and to incentivize the development of the Property, the City has agreed to reduce the capital recovery fees for the development of the Property as specifically set forth in this Agreement; and

Attachment: Draft Development Agreement (The Estates at Bonito Lake – Development Agreement)

WHEREAS, the Parties intend for the City to provide retail water service to the Property; and

WHEREAS, the Parties acknowledge that the Marilee Special Utility District ("Marilee") currently holds the water certificate of convenience and necessity (the "CCN") over the Property, and that the Developer will pay fees for the City to acquire the Marilee CCN so that the City may provide retail water service to the Property; and

WHEREAS, subject to any cost participation undertaken by the City for oversizing water facilities inside the Property to serve surrounding properties, the Development will require Developer to build certain onsite infrastructure, including streets and roads; drainage; water and other utility systems; parks, open space, and landscaping; and dedicate land for all of the onsite public improvements (collectively, "Onsite Public Improvements", and together with the Roadway Improvements and Offsite and Onsite Water Improvements, the "Public Infrastructure"); and

WHEREAS, in lieu of construction of such offsite water line extensions necessary and proportionate to serve the Development, as ordinarily required by ordinance and approved construction criteria, the Parties intend that this requirement will instead be satisfied by City's design and construction of water lines along Preston Road and County Road 106; and

WHEREAS, the City and the Developer agree that the Development can best proceed pursuant to a development agreement such as this Agreement; and

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to Section 212.171 *et seq* of the Texas Local Government Code and other applicable law; and

WHEREAS, the Parties contemplate that Developer execute and return a petition satisfying all legal requisites for annexation of the Property under Subchapter C-4 of Texas Local Government Code, Chapter 43, as forth in Article VI below.

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

ARTICLE I
GENERAL TERMS AND DEFINITIONS

1.1 Definitions. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Agreement is defined in the introductory paragraph.

CCNs mean certificates of convenience and necessity.

City is defined in the introductory paragraph.

City Assignee is defined in Section 8.2.

Attachment: Draft Development Agreement (The Estates at Bonito Lake – Development Agreement)

City Council means the city council of the City.

City Regulation(s) means any ordinance, rule, regulation, standard, policy, order, guideline, master plans, or other City-adopted or City-enforced requirement, as amended and adopted by the City for uniform application throughout the corporate limits, and as are applicable to the Development.

Claims is defined in Section 4.2(a).

Concept Plan means the concept plan as shown in **Exhibit C**, as amended in accordance with this Agreement.

Developer is defined in the introductory paragraph.

Developer Assignee is defined in Section 8.1(a).

Development is defined in the Recitals.

Development Standards means the development standards for the Property, which are set forth on **Exhibit D**.

Effective Date is the date in the introductory paragraph.

Eminent Domain Fees is defined in Section 2.5.

End-Buyer is defined in Section 10.1.

ETJ is defined in the Recitals.

Indemnified Party is defined in Section 4.2(a).

Marilee is defined in the Recitals.

Neighborhood Vision Book means the guide regarding open space and outdoor amenities adopted by City Resolution No. 2020-79R, as it may be subsequently amended.

Offsite Water Improvements is defined in Sec. 2.1(d) and depicted in **Exhibit E**.

Onsite Public Improvements is defined in the Recitals.

Onsite Water Improvements is defined in Section 2.1(d).

Owner is defined in the Recitals.

Parties means the Developer and the City.

Party means the Developer or the City.

Petition Property is defined in Section 6.1.

Attachment: Draft Development Agreement (The Estates at Bonito Lake – Development Agreement)

Property is defined in the Recitals.

Public Infrastructure means water, drainage, roadway, and other public infrastructure necessary to serve the full development of the Property, including the Onsite Public Improvements, Onsite Water Improvements, Offsite Water Improvements, and the Roadway Improvements.

Roadway Improvements is defined in Section 2.1(c).

ARTICLE II
PUBLIC INFRASTRUCTURE

2.1 Public Infrastructure.

(a) Standards. Except as otherwise expressly provided for in this Agreement, all Public Infrastructure shall be designed, constructed and installed by the Developer in compliance with the City Regulations. Construction and/or installation of Public Infrastructure shall not begin until complete and accurate plans and specifications have been approved by the City. Each contract for construction of Public Infrastructure shall require a two-year maintenance bond following completion of such Public Infrastructure, which bond shall run in favor of the Party responsible for maintenance of the completed Public Infrastructure. To the extent easements or rights-of-way are needed within the Property and/or on the perimeter of the Property, they shall be dedicated by the Developer to the City at no cost to the City. The Public Infrastructure will be installed within easements granted to the City or in the public right-of-way, however utilities must be in an easement separate from the right-of-way. The size of the Public Infrastructure shall be as finally determined by the City's engineer, however, should the City's engineer determine oversizing is needed to serve property other than the Development, then the City shall pay its proportionate share of such oversizing costs as they become due and payable under the construction contract.

(b) ROW Dedication. The Developer shall, either by plat or by deed as requested by the City, dedicate the right-of-way for thoroughfares, roads, streets, and alleys, including but not limited to, rights-of-way for County Road 106, Stall Cup, and Coit Road.

(c) Roadway Improvements by Developer. As required by the City Regulations, Developer shall, as its sole cost and expense, design and construct at no cost to the City all roadway Onsite Public Improvements required by the City Regulations and needed to serve the Development (the "Roadway Improvements"). The City agrees that no offsite, perimeter, or adjacent roadway improvements are required to be escrowed, constructed, or improved by Developer as part of the Development of the Property.

(d) Water Improvements. City will design and construct, at City's sole cost and expense, the offsite water lines, including oversizing, within rights-of-way acquired by the City, as depicted in **Exhibit E** ("Offsite Water Improvements") which shall be completed within twenty-four (24) months of the Effective Date. As required by the City Regulations, Developer shall, as its sole cost and expense, design and construct at no cost to the City all water Onsite Public Improvements required by the City Regulations and needed to serve the Development (the "Onsite Water Improvements").

2.2 Inspections, Acceptance of Public Infrastructure.

Attachment: Draft Development Agreement (The Estates at Bonito Lake – Development Agreement)

(a) Roadway and Storm Infrastructure. The City shall have the right to inspect, at any time, the construction of all roadway and storm water Public Infrastructure, and any related Public Infrastructure necessary to support the proposed development within the Property, which shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations.

(b) Water Infrastructure. The City shall have the right to inspect the construction of all water Public Infrastructure at any time, which water shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations. The timing of construction of the various components of the water Public Infrastructure shall be as required by the City Regulations.

(c) No Release. The City's inspections shall not release the Developer from its responsibility to construct, or ensure the construction of, adequate Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to the Development provided the City satisfies its obligations under this Agreement.

(d) City Owned. From and after the inspection and acceptance by the City of the Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City.

(e) Approval of Plats/Plans. Approval of plats, permits, plans, designs or specifications by the City shall be in accordance with the City Regulations. Approval by the City, the City's engineer or other City employee or representative of any plats, permits, plans, designs or specifications submitted pursuant to this Agreement or pursuant to the City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, his engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by the Developer or the Developer's engineer, or engineer's officers, agents, servants, or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. All plats and plans of the Developer related to the Property shall meet the requirements of the applicable City Regulations.

2.3 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance of the water Public Infrastructure or any portion thereof, the City shall maintain and operate the accepted water infrastructure or any accepted portion thereof and provide water service to the Property.

(b) Upon inspection, approval, and acceptance of the roadway and storm water Public Infrastructure or any portion thereof, the City shall maintain and operate the roadways and storm water infrastructure or any accepted portion thereof.

(c) Maintenance and operation of open spaces, trails, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, detention ponds and any other common improvements or appurtenances is addressed in the Development Standards, and to the

Attachment: Draft Development Agreement (The Estates at Bonito Lake – Development Agreement)

extent not addressed shall be maintained and operated by a homeowner's association in accordance with the City Regulations.

ARTICLE III
DEVELOPMENT REGULATIONS

3.1 Full Compliance with City Standards.

(a) Development of the Property shall be subject to the applicable City Regulations.

(b) The Parties agree the Concept Plan was created by the Developer for illustrating the boundary, lot mix and general layout of the Development. Any amendment to the Concept Plan shall be considered an amendment to this Agreement and shall replace the attached Concept Plan and become a part of this Agreement. The City Manager of the City may administratively approve any amendments to the Concept Plan that the City Manager deems in his reasonable discretion to be minor in nature. If the City Manager deems an amendment to not be minor in nature, the Concept Plan may be amended as set forth in the City Regulations.

3.2 Plat. The Developer may submit a plat for all or any portion of the Property. Any plat shall be in general conformance with the Concept Plan, including any amendments. The processing and content of all plats must adhere to the City Regulations, as they may be expressly altered by this Agreement.

3.3 Vested Rights. This Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code that is deemed filed with the City on the date upon which the last of all of the Parties has approved and duly executed this Agreement. The Developer does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code. Upon an administratively complete application for a final plat for any portion of the Property, Developer may claim vested rights as to the portion of the Property contained in the final plat based upon ordinances in effect at the time of final plat application, except to the extent such claim would cause the City's building material regulations in the zoning ordinance or in other City ordinances to be inapplicable.

3.4 Building Codes, Fire Codes and Building Materials. *As consideration for the capital recovery fees being reduced and impact fees being waived for the Property, Developer has consented to and requested, and the Parties agree, that **Exhibit D**, the City-adopted building codes and local amendments as subsequently amended, the City-adopted fire codes and local amendments as subsequently amended, and the City's building material regulations contained in the zoning ordinance and in other City ordinances, all as subsequently amended, to apply to the Property, and voluntarily agrees to burden the Property with their applicability, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended. The Parties further acknowledge and agree that the terms, provisions, covenants, and agreements contained in, or referenced in, this paragraph are covenants that touch and concern the Property and that it is the intent of the Parties that such terms, provisions, covenants, and agreements shall run with the Property and shall be binding upon the Parties hereto, their successors and assigns, and all subsequent owners of the Property. Should any amendment to the building material regulations contained in the zoning ordinance and in other*

Attachment: Draft Development Agreement (The Estates at Bonito Lake – Development Agreement)

city ordinances be held to be invalid by a court of competent jurisdiction, the Parties agree that the building material regulations in effect on August 1, 2019 shall then touch and concern the Property and be binding upon the Property.

3.5 Easements and Buffers.

(a) Developer shall convey the following easements to the City, as depicted in **Exhibit C**:

(1) Fifty (50) foot right-of-way (being a part of total one hundred (100) foot right-of-way) and thirty (30) foot landscape easement along Stallcup Blvd.;

(2) Fifty (50) foot right-of-way (being a part of total one hundred (100) foot right-of-way) and thirty (30) foot landscape easement along Coit Road;

(3) Thirty (30) foot right-of-way and twenty (20) foot landscape easement along County Road 106;

(4) Water and sewer easements as needed by City across landscape easements along all thoroughfares.

(5) Ten (10) foot drainage easement on east side of Property.

(b) Developer shall construct a fifteen (15) foot landscape buffer along the north part of the eastern boundary line of the Development, as depicted in **Exhibit C**.

ARTICLE IV
DEVELOPMENT PROCESS AND CHARGES

4.1 Capital Recovery Fees and Other Costs.

(a) Residential Fees Altered. Except as specifically described below, the Property shall be subject to those fees and charges due and payable to the City in connection with the Development that are charged pursuant to City Regulations to other developments located in the corporate limits of the City. Notwithstanding the foregoing, no capital recovery fees, including, but not limited to, pro rata fees, impact fees for water, sewer and roadways and other capital recovery fees shall be charged for single-family development against the Property other than: (i) park fees in an amount not exceeding $1,500 per residential dwelling unit; (ii) roadway capital fees of $3,000 per residential dwelling unit; and (iii) water capital fees of $2,500 per residential dwelling unit. Roadway and water capital fees shall each escalate by an additional $500 per residential dwelling unit upon reaching the five-year anniversary of the Effective Date, and again upon each next succeeding five-year anniversary thereafter. All capital recovery fees applicable to individual lots will be due and payable at the time building permits are issued for each lot.

(b) CCN Acquisition Costs. The Parties agree that the City will be the ultimate retail water service provider to the Property. Within sixty (60) days of the date any final plat of the Property is approved by the City, the Developer shall pay to the City a fee in the amount of $1,750 per acre for all property shown on the plat, which will be owed by the City to Marilee pursuant to this

Attachment: Draft Development Agreement (The Estates at Bonito Lake – Development Agreement)

Agreement and that certain Full and Final Settlement and Release dated April 24, 2001, as subsequently amended, or another amount negotiated by City.

(c) City Contribution. If Developer is not in default under this Agreement, as a contribution to the CCN acquisition costs to be paid by the Developer, the City shall pay the Developer an amount equal to the property taxes timely received by the City for the 2022 tax year and each year thereafter, for up to five (5) years, until the year a certificate of occupancy is issued for the Property by March 31st of the subsequent year.

4.2 INDEMNIFICATION AND HOLD HARMLESS.

(a) THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE DEVELOPER; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE DEVELOPER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE DEVELOPER OF ANY OF THE PUBLIC INFRASTRUCTURE ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION AND/OR CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE PUBLIC INFRASTRUCTURE; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE PUBLIC INFRASTRUCTURE OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE PUBLIC INFRASTRUCTURE, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY. DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE.

(b) IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS

Attachment: Draft Development Agreement (The Estates at Bonito Lake – Development Agreement)

AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND DEVELOPER SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES. THE CITY AGREES, UNLESS ADVISED BY DEFENSE COUNCIL TO THE CONTRARY, TO ASSERT ITS IMMUNITY FROM LIABILITY AND IMMUNITY FROM SUIT AND/OR OTHER AVAILABLE AFFIRMATIVE DEFENSES

(c) THIS SECTION 4.2 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

(d) THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION AND THE EXPRESS NEGLIGENCE TEXT COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT, AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.

4.3 **THE DEVELOPER'S ACKNOWLEDGEMENT OF THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/DEVELOPERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT.**

(a) THE DEVELOPER ACKNOWLEDGES AND AGREES THAT, PROVIDED THERE ARE NO CITY DEFAULTS UNDER THIS AGREEMENT:

(I) THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

(A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;

(B) VIOLATION OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED; AND/OR

(C) NUISANCE.

(II) THE AMOUNT OF THE DEVELOPER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE DEVELOPER'S ANTICIPATED IMPROVEMENTS AND DEVELOPER'S DEVELOPMENT OF THE PROPERTY PLACES ON THE CITY'S INFRASTRUCTURE.

(III) THE DEVELOPER HEREBY AGREES, STIPULATES AND ACKNOWLEDGES THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE DEVELOPER FOR SUCH LAND, AND THE DEVELOPER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE. THE DEVELOPER FURTHER AGREES TO WAIVE AND RELEASE ALL

Attachment: Draft Development Agreement (The Estates at Bonito Lake – Development Agreement)

CLAIMS IT MAY HAVE AGAINST THE CITY UNDER THIS AGREEMENT RELATED TO ANY AND ALL: (A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND (B) ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

(b) THIS SECTION 4.3 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE V
TERM

The term of this Agreement shall be for a period of twenty (20) years after the Effective Date, except that Section 3.4, plus all provisions referenced in Section 3.4, of this Agreement are covenants that touch and concern the Property and shall run with the Property following the termination of this Agreement. The Parties may extend the term of this Agreement if they execute an agreement in writing.

ARTICLE VI
ANNEXATION AND POST-ANNEXATION MATTERS

6.1 Annexation. Within thirty (30) days of being requested to do so by the City, which shall be after Developer's acquisition/closing, Developer agrees to (a) submit a voluntary annexation petition for the ETJ Property, or (b) if requested by the City, sign a petition for annexation presented to Developer by the City that may contain additional acres (collectively, the "Petition Property"). Developer agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the ETJ Property into the City's corporate limits. This Agreement constitutes the service plan agreement for providing City services to the ETJ Property. If the City is unable to complete the annexation of the Petition Property for any reason, including but not limited to procedural error or legal challenge, Developer shall execute another voluntary annexation petition for the Petition Property and/or ETJ Property, within ten (10) days of being requested to do so. Developer acknowledges and agrees that this Section 6.1 was a material inducement for the City to enter into this Agreement with Developer.

6.2 Zoning of Property. While the Parties expressly acknowledge that the ETJ Property will be voluntarily annexed in accordance with Section 6.1 of this Agreement, the Parties agree that the Concept Plan, Development Standards and the applicable provisions of this Agreement memorialize the plan for development of the Property as provided for in Section 212.172 of the Texas Local Government Code and other applicable law. The City shall consider zoning the Property consistent with the Concept Plan, Development Standards and applicable provisions of this Agreement contemporaneously with the annexation of the ETJ Property. Through this Agreement, the Developer expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this section. In the event of a conflict between this Agreement and the zoning of the Property, the Parties agree that this Agreement shall control. The Developer agrees that nothing in this Agreement shall prevent **Exhibit D,** Section 3.4 of this Agreement, and

Attachment: Draft Development Agreement (The Estates at Bonito Lake – Development Agreement)

the City Regulations, including but not limited to zoning, from being enforced against an End-Buyer.

ARTICLE VII
EVENTS OF DEFAULT; REMEDIES

7.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than 30 days after written notice of the alleged failure has been given). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured and within such 30-day period gives written notice to the non-defaulting Party of the details of why the cure will take longer than 30 days with a statement of how many days are needed to cure.

7.2 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR LIMIT THE TERM OF THIS AGREEMENT.

ARTICLE IX
ASSIGNMENT AND ENCUMBRANCE

8.1 Assignment by Developer to Successors.

(a) The Developer has the right (from time to time without the consent of the City, but upon prior written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Developer under this Agreement, to any person or entity (an "Developer Assignee") that (i) is or will become an owner of any portion of the Property or (ii) is controlled by or under common control by the Developer and becomes an owner of any portion of the Property, provided that the Developer is not in breach of this Agreement at the time of such assignment. A Developer Assignee is considered the "Developer" and a "Party," under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Developer Assignee. Notice of each proposed assignment to a Developer Assignee shall be provided to the City at least fifteen (15) days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Developer Assignee.

(b) Each assignment shall be in writing executed by the Developer and the Developer Assignee and shall obligate the Developer Assignee to be bound by this Agreement to the extent

Attachment: Draft Development Agreement (The Estates at Bonito Lake – Development Agreement)

this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a Developer Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the City agrees to look solely to the Developer Assignee for the performance of all obligations assigned to the Developer Assignee and agrees that the Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Developer Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, Developer shall not be released until the City receives such copy of the assignment.

(c) No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing.

(d) The Developer shall maintain written records of all assignments made to Developer Assignees, including a copy of each executed assignment and the Developer Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

8.2 Assignment by the City. The City has the right (from time to time without the consent of another Party, but upon prior written Notice to each other Party) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, to any agency, authority, or political subdivision of the state (a "City Assignee"). Notice of each proposed assignment to a City Assignee shall be provided to each other Party at least 15 days prior to the effective date of the assignment, which Notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address of a contact person representing the City Assignee who the other Party may contact for additional information. Each assignment shall be in writing executed by the City and the City Assignee and shall obligate the City Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a City Assignee shall be provided to all Parties within 15 days after execution. From and after such assignment, all Parties agree to look solely to the City Assignee for the performance of all obligations assigned to the City Assignee and agrees that the City shall be released from subsequently performing the assigned obligations and from any liability that results from the City Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the other Parties within 15 days after execution, the City shall not be released until the other Parties receive such copy of the assignment. No assignment by the City shall release the City from any liability that resulted from an act or omission by the City that occurred prior to the effective date of the assignment unless the other Parties approve the release in writing. The City shall maintain written records of all assignments made by the City to City Assignees, including a copy of each executed assignment and the City Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

8.3 Collateral Assignments. The Developer and Developer Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of

Attachment: Draft Development Agreement (The Estates at Bonito Lake – Development Agreement)

their respective lenders without the consent of, but with prompt written Notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice (hereinafter defined) information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

8.4 Transfer of Warranties. Any Public Infrastructure that are transferred to the City shall be accompanied by all applicable third-party bonds and warranties related to construction and maintenance of such Public Infrastructure.

8.5 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement. With the exception of the End-Buyer of a lot within the Property, any person or entity upon becoming an owner of land or upon obtaining an ownership interest in any part of the Property shall be deemed to be a "Developer" and have all of the obligations of the Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

8.6 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

ARTICLE IX
RECORDATION AND ESTOPPEL CERTIFICATES

9.1 Binding Obligations. This Agreement and all amendments hereto (including amendments to the Concept Plan as allowed in this Agreement) and assignments hereof shall be recorded in the deed records of each county within which the Property is located. This Agreement binds and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for Development within the Property. This Agreement, when recorded on or after the Effective Date, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any

Attachment: Draft Development Agreement (The Estates at Bonito Lake – Development Agreement)

end-buyer/homebuyer of a fully developed and improved lot (an "End-Buyer") and shall not negate the End-Buyer's obligation to comply with the City's Regulations, including but not limited to zoning ordinances, as they currently exist or may be amended.

9.2 Estoppel Certificates. From time to time upon written request of the Developer, if needed to facilitate a sale of all or a portion of the Property or a loan secured by all or a portion of the Property, the City will execute a written estoppel certificate in a form and substance satisfactory to the City, to its reasonable knowledge and belief, identifying any obligations of the Developer under this Agreement that are in default. The Developer shall pay the City $1,000 at the time of the Developer's request for an estoppel certificate for each request in excess of one per calendar year.

ARTICLE X
ADDITIONAL PROVISIONS

10.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council of the City; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

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

To the City:	Attn: City Manager City of Celina 142 North Ohio Celina, TX 75009 E-mail: jlaumer@celina-tx.gov TEL: (972) 382-2682
With a copy to:	Attn: Julie Fort Messer, Fort, & McDonald, PLLC 6371 Preston Road, Suite 200 Frisco, Texas 75034 E-mail: Julie@txmunicipallaw.com TEL: (972) 668-6400

Attachment: Draft Development Agreement (The Estates at Bonito Lake – Development Agreement)

To the Developer:	Attn: Kevin Eldridge IC Resources, LLC 410 N. Carroll Ave., Ste. 180 Southlake, TX 76092 E-mail: kevin@ccgtrike.com TEL: 817-251-8049
With a copy to:	Attn: Scott Hotchkiss Wick Phillips 3131 McKinney Ave., Ste. 100 Dallas, TX 75204 E-mail: scott.hotchkiss@wickphillips.com TEL: 214-740-4035

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

10.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

10.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

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

10.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

10.7 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the

Attachment: Draft Development Agreement (The Estates at Bonito Lake – Development Agreement)

intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

10.8 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in each county in which the Property is located. Exclusive venue for any action to enforce or construe this Agreement shall be in the County District Court in which any of the Property is located.

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

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

10.11 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

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

Exhibit A	Legal Description of the Property
Exhibit B	Depiction of the Property
Exhibit C	Concept Plan
Exhibit D	Development Standards
Exhibit E	Offsite Water Improvements

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

10.14 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to

Attachment: Draft Development Agreement (The Estates at Bonito Lake – Development Agreement)

perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

10.15 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and the Developer expressly amending the terms of this Agreement.

10.16 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

10.17 Form 1295 Certificate. The Developer represents that it has complied with Texas Government Code, Section 2252.908 and in connection therewith, the Developer has completed a Texas Ethics Commission Form 1295 Certificate generated by the Texas Ethics Commission's electronic filing system in accordance with the rules promulgated by the Texas Ethics Commission. The Developer further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the City at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate. The Parties agree that, except for the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295 completed by the Developer. The information contained in the From 1295 completed by the Developer has been provided solely by the Developer and the City has not verified such information.

[signatures on following pages]

Attachment: Draft Development Agreement (The Estates at Bonito Lake – Development Agreement)

EXECUTED by the City and the Developer on the respective dates stated below after approval of the City Council of the City on _____, 2021.

Date: _____ **CITY OF CELINA**

By: _____
Sean Terry, Mayor

ATTEST:

_____
David Amsler, Assistant City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2021, by Sean Terry, the Mayor of the City of Celina, Texas, on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

Attachment: Draft Development Agreement (The Estates at Bonito Lake – Development Agreement)

DEVELOPER:

IC Resources, LLC,
a Texas limited liability company

By: _____
Name: Kevin Eldridge
Title: Registered Agent and Member

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 2021, personally appeared Kevin Eldridge, Registered Agent and Member of IC Resources, LLC, a Texas limited liability company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

_____
Notary Public in and for the State of Texas

Attachment: Draft Development Agreement (The Estates at Bonito Lake – Development Agreement)

EXHIBIT A
DESCRIPTION OF THE PROPERTY

EXHIBIT "A"
(Legal Description of the Property)

BEING A TRACT OF LAND LOCATED IN THE B. B. B. & C. R. R. CO. SURVEY, ABSTRACT NO. 128, COLLIN COUNTY, TEXAS AND BEING ALL OF A TRACT OF LAND DESCRIBED IN DEED TO UNO FUENTES, LLC, RECORDED IN INSTRUMENT NO. 20150728000932430, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (O.P.R.C.C.T.) AND BEING ALL OF A TRACT OF LAND DESCRIBED IN DEED TO CATHY B JOBE, RECORDED IN INSTRUMENT NO. 20110921001004420, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON ROD WITH A CAP STAMPED "NELSON CORP" FOUND AT THE NORTH COMMON CORNER OF SAID UNO FUENTES TRACT AND A TRACT OF LAND DESCRIBED IN DEED TO W.R. HODGSON, RECORDED IN VOLUME 5145, PAGE 3200, DEED RECORDS, COLLIN COUNTY, TEXAS (D.R.C.C.T.);

THENCE SOUTH 01°03'20" EAST, PASSING A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 4087" FOUND AT A DISTANCE OF 1,448.07 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 3,617.62 FEET TO A MAG NAIL SET IN COUNTY ROAD 106 AT THE SOUTHEAST CORNER OF SAID JOBE TRACT;

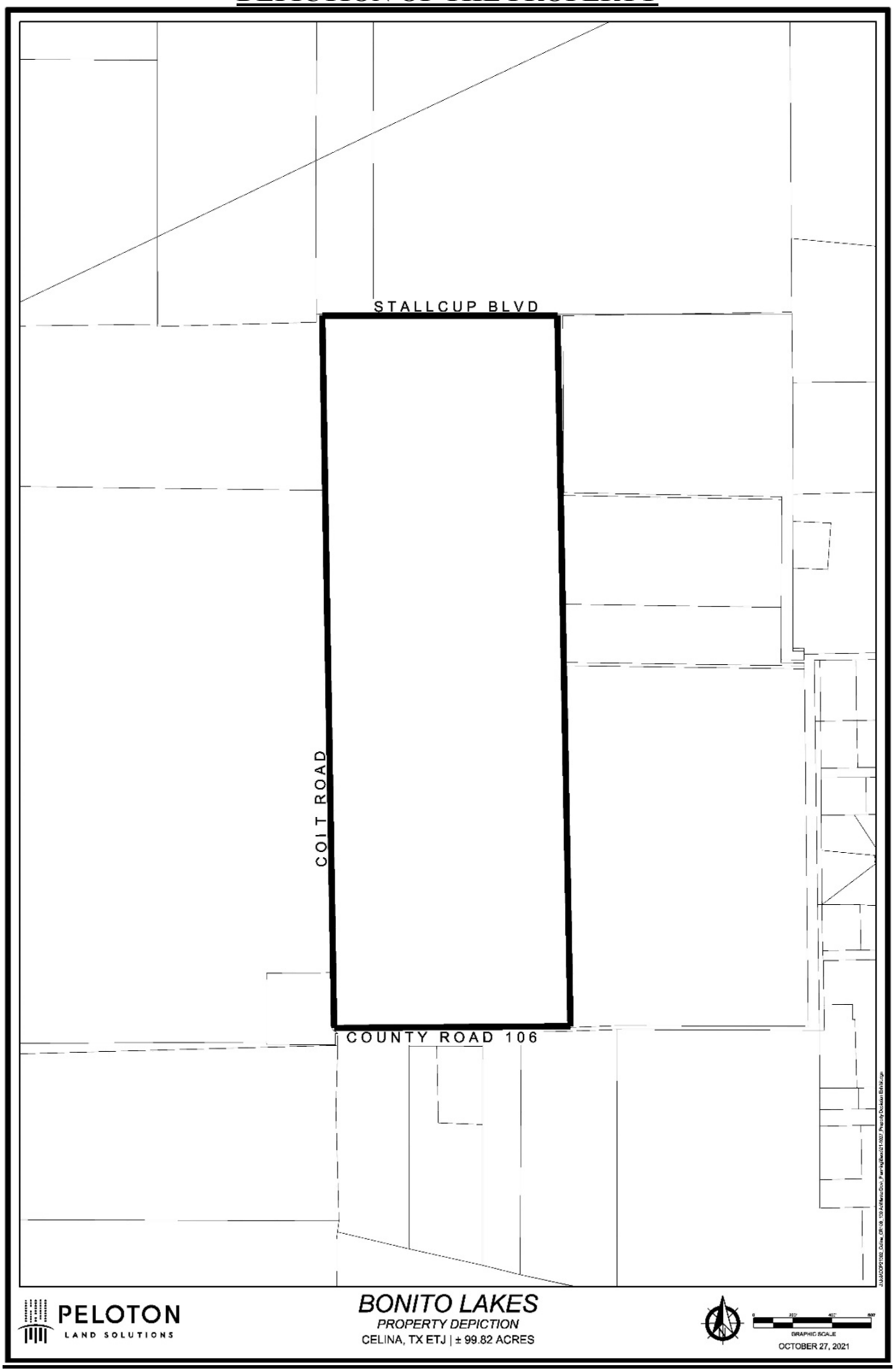
THENCE SOUTH 89°33'28" WEST, ALONG SAID COUNTY ROAD 106, A DISTANCE OF 1,203.85 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET AT THE SOUTHWEST CORNER OF SAID UNO FUENTES TRACT, FROM WHICH A 5/8-INCH ROD FOUND AT A SOUTHEASTERLY ELL CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO SATISH REDDY ET AL, RECORDED IN INSTRUMENT NO. 20201222002309480, O.P.R.C.C.T. BEARS SOUTH 87°26'28" WEST, A DISTANCE OF 12.05 FEET;

THENCE NORTH 00°57'23" WEST, A DISTANCE OF 3,613.86 FEET TO A ½-INCH IRON ROD WITH A CAP STAMPED "RPLS 4888" FOUND AT THE NORTH COMMON CORNER OF SAID UNO FUENTES TRACT AND A TRACT OF LAND DESCRIBED IN DEED TO GLAZER'S REAL ESTATE, LLC, RECORDED IN INSTRUMENT N. 20200130000133220, O.P.R.C.C.T.;

THENCE NORTH 89°22'51" EAST, A DISTANCE OF 1,197.56 FEET TO THE POINT OF BEGINNING AND CONTAINING 4,341,282 SQUARE FEET OR 99.662 ACRES OF LAND, MORE OR LESS.

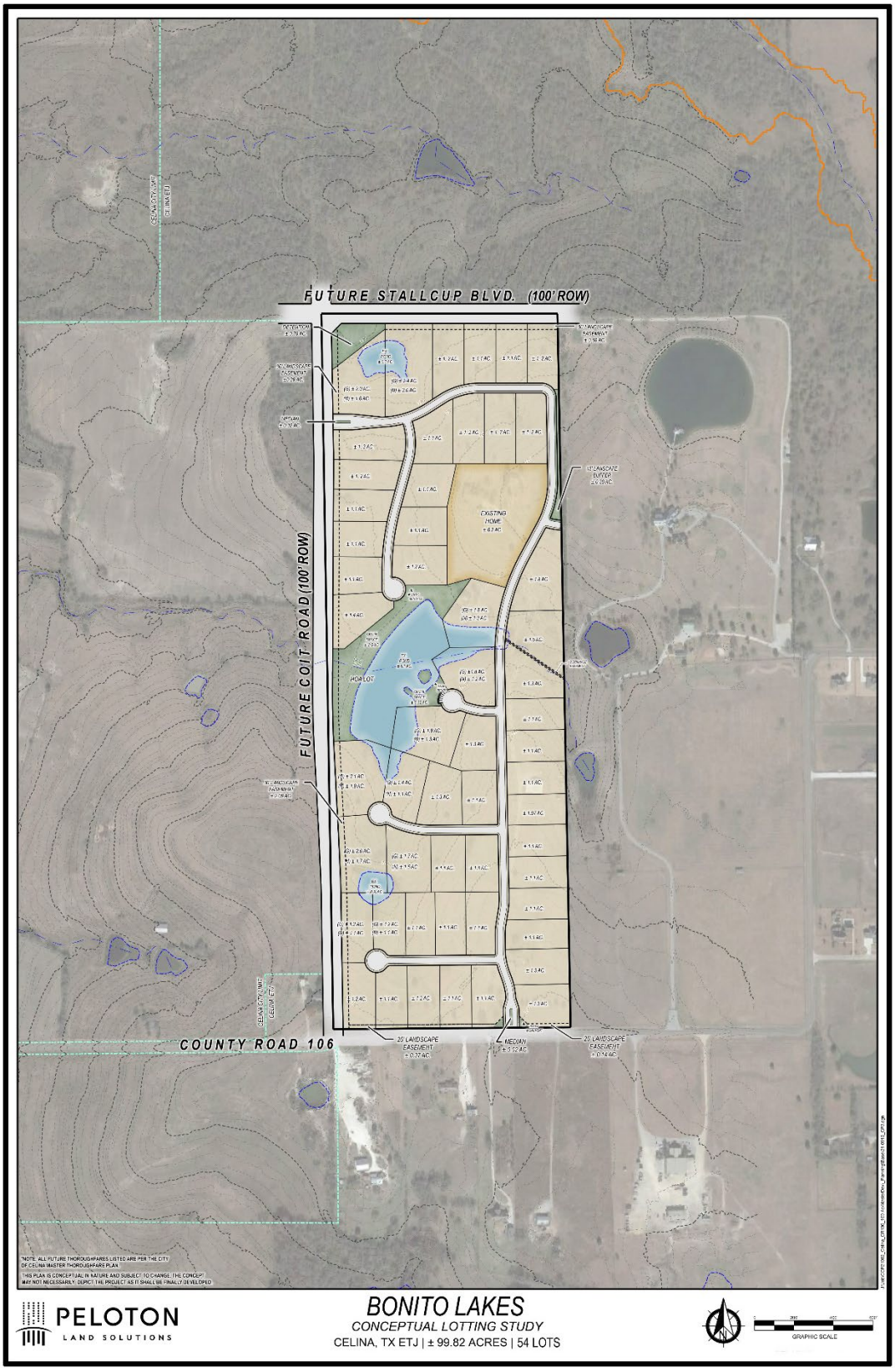
Attachment: Draft Development Agreement (The Estates at Bonito Lake – Development Agreement)

EXHIBIT B
DEPICTION OF THE PROPERTY

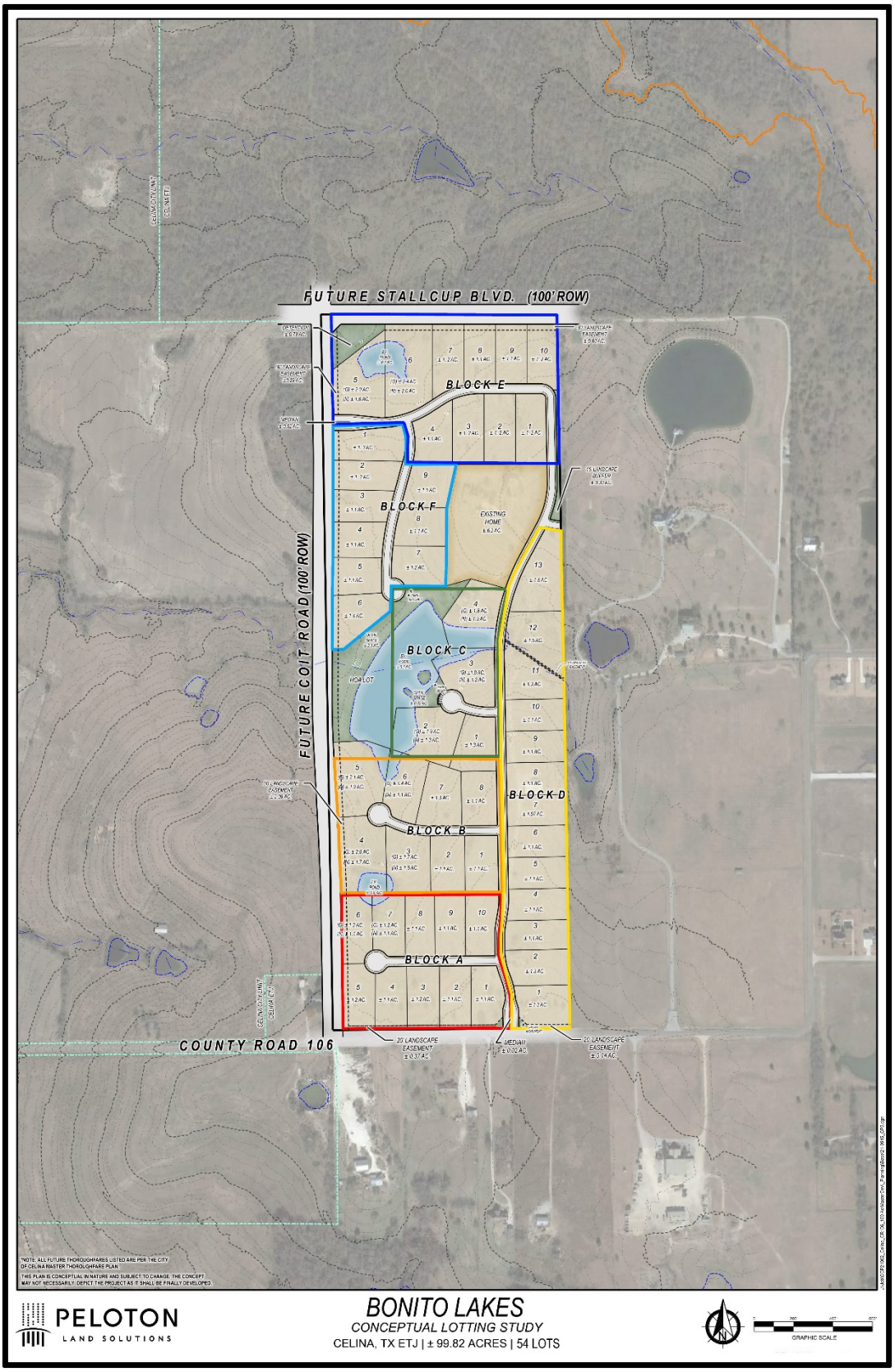


Attachment: Draft Development Agreement (The Estates at Bonito Lake – Development Agreement)

EXHIBIT C
CONCEPT PLAN



Attachment: Draft Development Agreement (The Estates at Bonito Lake – Development Agreement)



Attachment: Draft Development Agreement (The Estates at Bonito Lake – Development Agreement)

EXHIBIT D
DEVELOPMENT STANDARDS

Concept Plan

The subject property shall generally develop per the attached Concept Plan. The Concept Plan displays the general location and configuration of land uses, roadway Public Infrastructure, and other area features. Minor modifications due to the final engineering and design of the project are permitted at the time of platting and shall be administratively approved by the Director of Development Services if such modifications otherwise comply with these Development Standards. The City Manager of the City may administratively approve any amendments to the Concept Plan that the City Manager deems in his/her reasonable discretion to be minor in nature. All other modifications to the original Concept Plan, such as major relocations of land uses, shall require a revision to the governing Planned Development district zoning.

Purpose

The subject property is intended to provide for an estate residential development that is rural or country in nature with large lots. In general, design standards will follow all applicable City standards, and land uses shall be consistent with these development standards.

Architecture

Architecture may include vertical siding for a "modern farmhouse" elevation, with stone accents on the front elevation.

Open Space, Trails, & Amenities

Additional open space is not required due to the minimum lot size being one (1) acre. However, with the exception that a sidewalk is not required around the ponds, other standard regulations apply, such as the perimeter roadway landscape buffers and sidewalks, and any associated detention. Perimeter landscape buffers shall follow City standards as an HOA/"X" lot with berms, landscaping, irrigation, and open ornamental iron fencing per City standards.

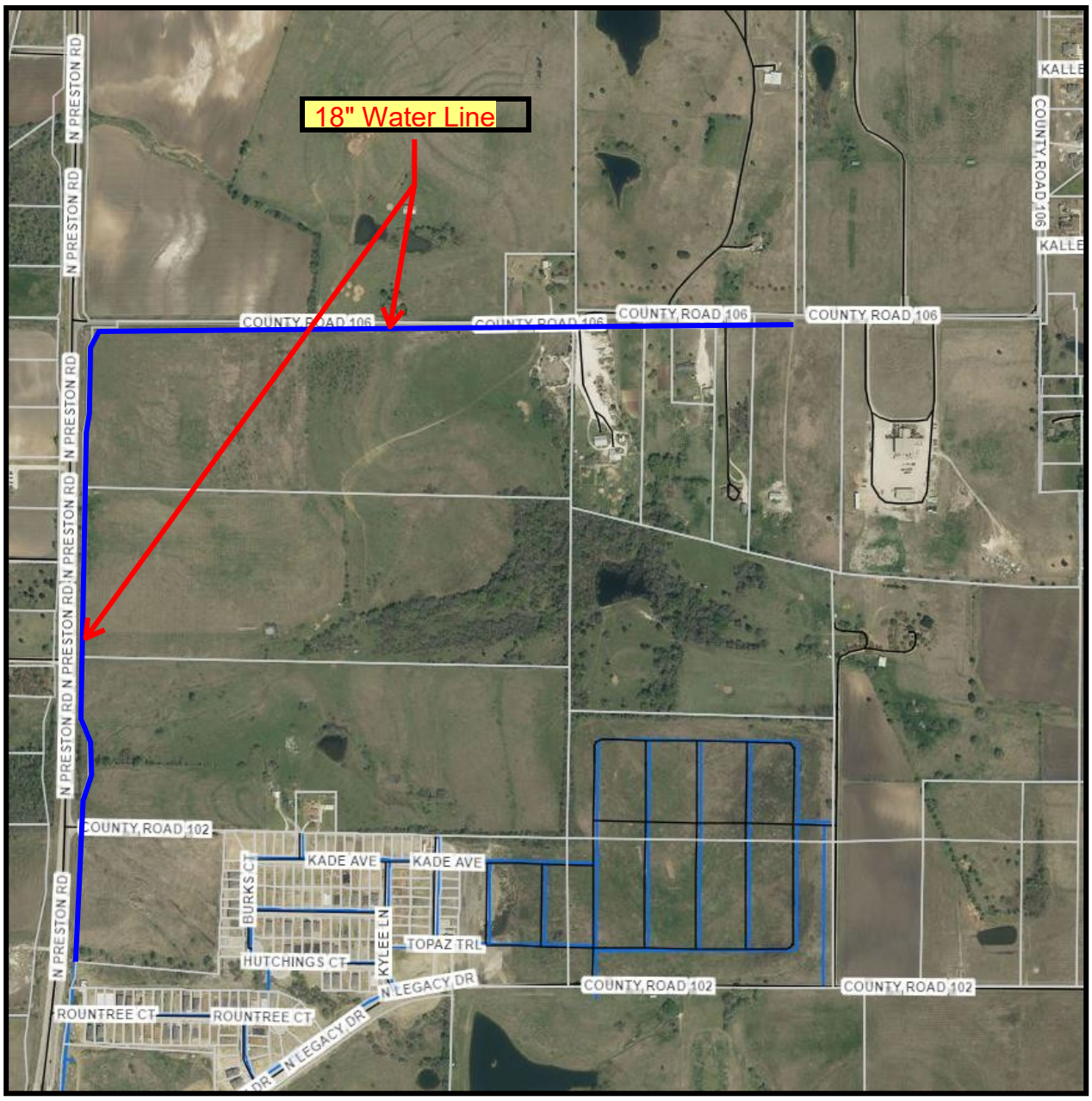
Zoning

The base zoning shall be single-family residential estate district ("SF-E"), and shall abide by the design standards of the City, as found in the Zoning Ordinance, Subdivision Ordinance, and other applicable regulations. The project shall abide by all City regulations, as may be amended, except as follows:

1. No interior sidewalks along general residential streets shall be required.
2. No curb-and-gutter street sections shall be required.
3. All streets shall be concrete with a rural cross section (concrete, bar-ditch drainage, no sidewalk).

Attachment: Draft Development Agreement (The Estates at Bonito Lake – Development Agreement)

EXHIBIT E
OFFSITE WATER IMPROVEMENTS



Attachment: Draft Development Agreement (The Estates at Bonito Lake – Development Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Bella Lopez, Senior Planner
CC: Jason Laumer, City Manager
Date: November 9, 2021
Re: Shades of Green - Development Agreement

Action Requested:
Conduct a public hearing to consider and act upon a Development Agreement between the City of Celina and Brillo Verde, LTD. for approximately 9.8 acres of land, generally located south of Sunset Boulevard and approximately 1,950 feet east of KC Robinson Lane, within both the City Limits and the Extraterritorial Jurisdiction (ETJ). (Shades of Green – Development Agreement) (Mohan)

Applicant:
Brillo Verde, LTD.
8801 Coit Road,
Frisco, TX 75035

Background Information:
This item is for a Development Agreement for Shades of Green, a proposed greenhouse and nursery. The Development Agreement outlines the future annexation and zoning for the property. Please refer to the attachments for additional information.

Supporting Documents:
- Location Map
- Staff Presentation
- Development Agreement

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876
Life Connected.

OUSLEY BLVD

SUNSET BLVD

GLENDENNING PKWY

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Shades of Green
Location Map
City of Celina

9/30/2021

N W E S

0 375 750 Feet

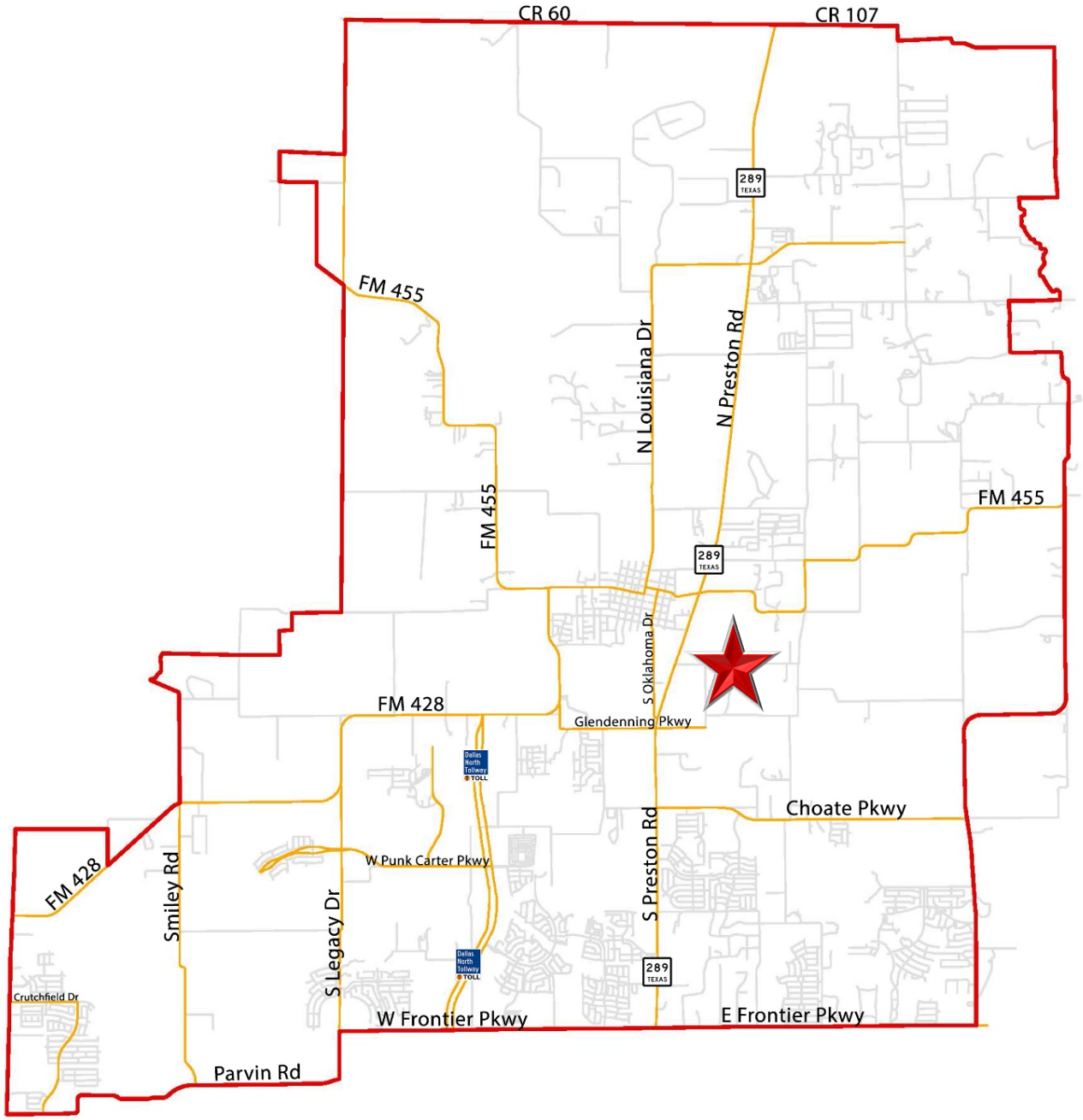
Attachment: Location Map (Shades of Green – Development Agreement)

SHADES OF GREEN

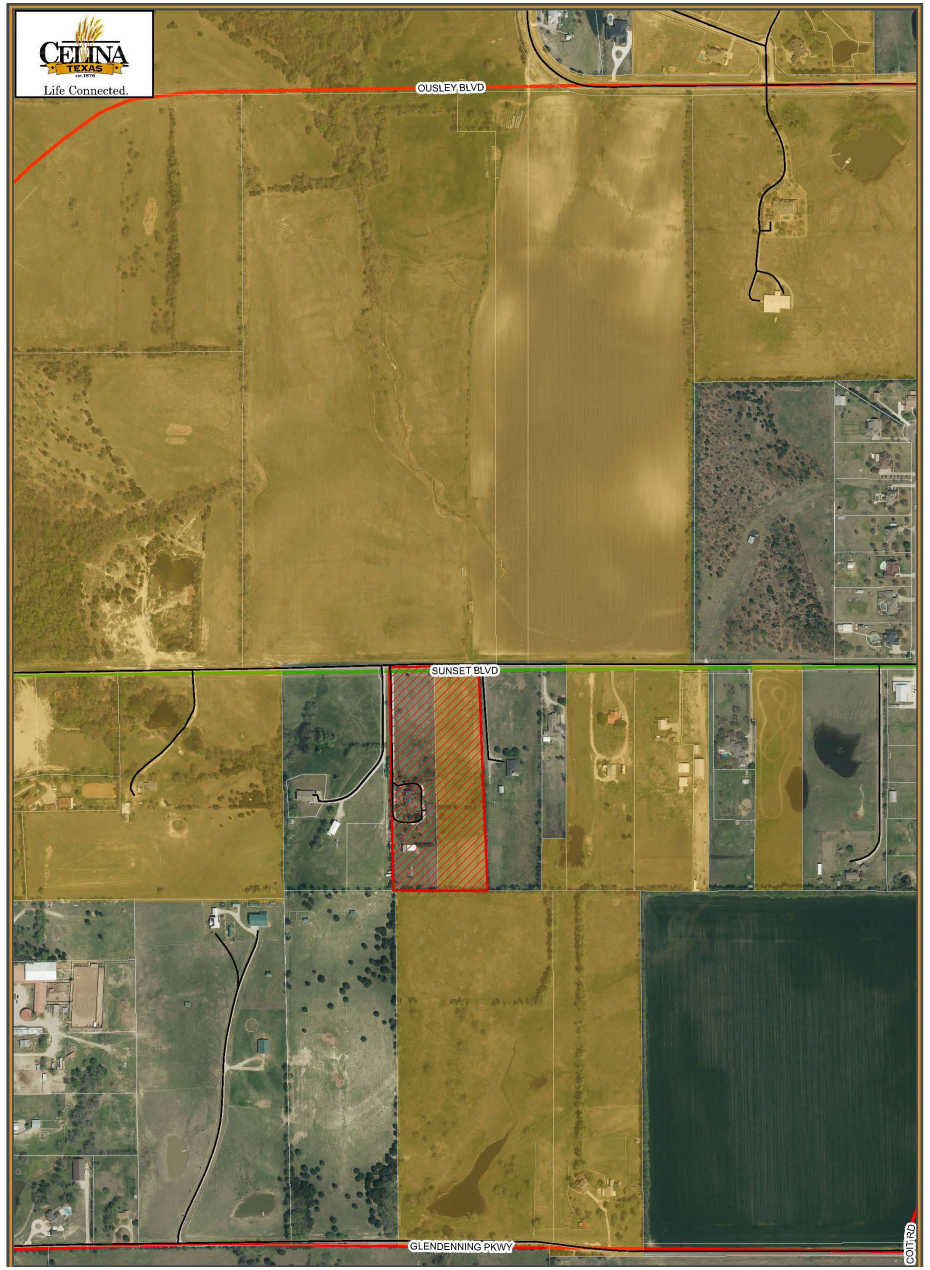
Development Agreement

City Council
November 9, 2021

Attachment: Staff Presentation (Shades of Green – Development Agreement)



Attachment: Staff Presentation (Shades of Green – Development Agreement)



LOCATION MAP

The subject property is generally located south of Sunset Boulevard and approximately 1,950 feet east of KC Robinson Lane, immediately east of the future Wedding Venue

Attachment: Staff Presentation (Shades of Green – Development Agreement)

BACKGROUND

- The subject property consists of two tracts, is approximately 9.8 acres, and currently within both the City Limits and the Extraterritorial Jurisdiction (ETJ)
- The applicant is proposing to develop a nursery (Shades of Green), and desires to outline the future annexation and zoning that will apply to the tracts through a Development Agreement with the City
- The pre-annexation agreement on the ETJ property (western tract) would not otherwise expire until 2027

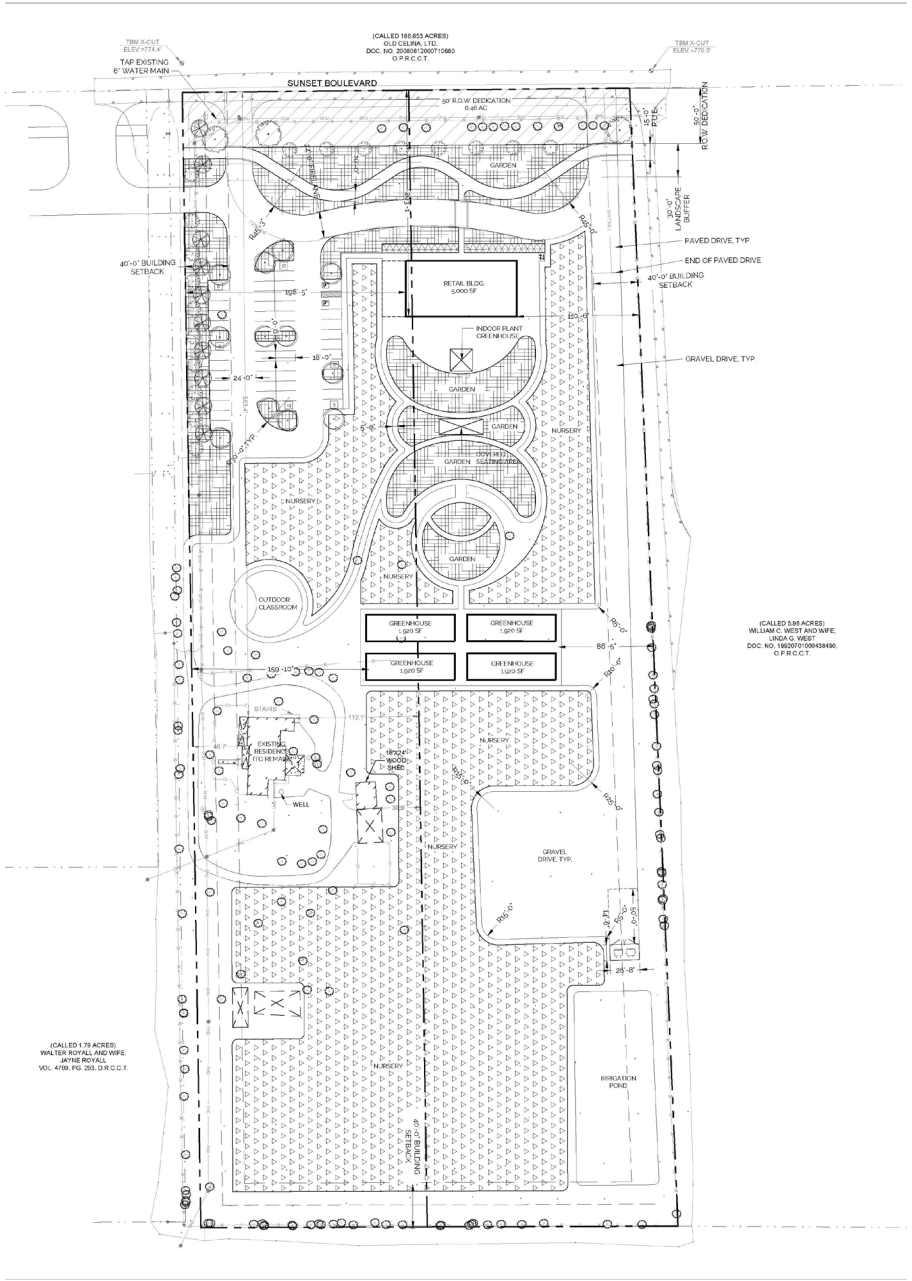
Attachment: Staff Presentation (Shades of Green – Development Agreement)

PROJECT OVERVIEW

- The property will consist of the plant nursery as well as a retail building, gardens, green houses, and an outdoor classroom
- The property will ultimately be zoned a Planned Development for a nursery and garden center with secondary land uses associated with Agritourism
- A sidewalk will be provided along Sunset Boulevard, along with right-of-way dedication and a landscape buffer
- The property will include cross-access to the western (Wedding Venue) and eastern properties

Attachment: Staff Presentation (Shades of Green – Development Agreement)

CONCEPT PLAN



Attachment: Staff Presentation (Shades of Green – Development Agreement)

POLICY CONSIDERATIONS

- The use would generate significant sales tax
- City standards (architecture, landscaping) will apply, with some flexibility for the architecture to fit an agritourism theme
- FYI – the landscape ordinance and tree preservation portions of the Zoning Ordinance contain some minor modification allowances for plant nursery land uses
- The ETJ portion of the property would ultimately be annexed and the entire property will be zoned appropriately

Attachment: Staff Presentation (Shades of Green – Development Agreement)

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval of the zoning request at its October 19th regular meeting (with one recusal)
- Staff recommends approval as presented

Attachment: Staff Presentation (Shades of Green – Development Agreement)

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into by and between Brillo Verde, LTD (whether one or more, the "Developer") and the City of Celina (the "City"), to be effective on the date upon which the last of all of the Parties has approved and duly executed this Agreement ("Effective Date").

RECITALS

WHEREAS, certain capitalized terms used herein are defined in Article I; and

WHEREAS, the City is a home-rule municipality of the State of Texas located within Denton County and Collin County; and

WHEREAS, the Developer and the City (which are sometimes individually referred to as a "Party" and collectively as the "Parties") desire to enter into this Agreement; and

WHEREAS, on the date the City Council voted to approve this Agreement, landowners Warren A. and Amy S. Fortenberry, and Terri L. Kirkman and Karen K. Wilson (the "Owner") own 9.8 acres of land collectively, being comprised of two tracts of 4.8 acres ("Tract 1") and 5.0 acres ("Tract 2"), generally located east of the intersection of County Road 89 and Sunset Boulevard, within Collin County, Texas and described by metes and bounds on **Exhibit A** and depicted in **Exhibit B**, (the "Property"); and

WHEREAS, the Developer intends to purchase the Property from the Owner and the Developer intends to develop the Property pursuant to the terms of this Agreement, and lease the Property to Shades of Green, Inc. (the "Tenant"); and

WHEREAS, Tract 1 is located within the extraterritorial jurisdiction ("ETJ") of the City; and

WHEREAS, Tract 2 is located within the corporate limits of the City; and

WHEREAS, the Developer intends to develop the Property as a planned development with commercial uses for a nursery and garden center (the "Development"); and

WHEREAS, the Parties intend for this Agreement to establish certain restrictions and to impose certain commitments in connection with the development of the Property; and

WHEREAS, the Parties intend for the Property to be developed in a manner consistent with the City's zoning requirements, building material requirements and building code requirements, except as otherwise provided herein; and

WHEREAS, the Parties intend that the Property will be developed in accordance with the development standards attached hereto as **Exhibit C** (the "Development Standards") and the concept plan attached hereto as **Exhibit D** (the "Concept Plan"); and

Attachment: Shades of Green DA (Shades of Green – Development Agreement)

WHEREAS, the Developer intends to construct and/or make financial contributions to certain onsite and/or offsite public improvements to serve the Development (the "Public Infrastructure"); and

WHEREAS, in consideration of the Developer's agreements contained herein to develop the Property as envisioned by the Parties, and to incentivize the development of the Property, the City has agreed to waive tree mitigation fees for the development of the Property as specifically set forth in this Agreement; and

WHEREAS, the City will obtain the certificates of convenience and necessity (the "CCNs") to provide retail water service to the Property, and the Parties intend for the City to provide retail water service to the Property in the future; and

WHEREAS, the Parties acknowledge that the Marilee Special Utility District ("Marilee") currently holds the water CCN over the Property, and that the Developer will pay fees for the City to acquire the Marilee CCN so that the City may provide retail water service to the Property in the future; and

WHEREAS, the City has determined that full development of the Property as provided herein will promote local economic development within the City and will stimulate business and commercial activity within the City, which will drive infrastructure investment and job creation, and have a multiplier effect that increases both the City's tax base and utility revenues; and

WHEREAS, the Parties have determined that the Development will increase the quality of housing within the City; and

WHEREAS, the City and the Developer agree that the Development can best proceed pursuant to a development agreement such as this Agreement; and

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to Section 212.171 *et seq* of the Texas Local Government Code and other applicable law.

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

ARTICLE I
GENERAL TERMS AND DEFINITIONS

1.1 Definitions. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Agreement is defined in the introductory paragraph.

CCNs mean certificates of convenience and necessity.

City is defined in the introductory paragraph.

Attachment: Shades of Green DA (Shades of Green – Development Agreement)

City Assignee is defined in Section 8.2.

City Council means the city council of the City.

City Regulation(s) means any ordinance, rule, regulation, standard, policy, order, guideline, master plans, or other City-adopted or City-enforced requirement, as amended and adopted by the City for uniform application throughout the corporate limits, and as are applicable to the Development.

Claims is defined in Section 4.2(a).

Concept Plan means the concept plan as shown in **Exhibit D,** as amended in accordance with this Agreement.

Developer is defined in the introductory paragraph.

Developer Assignee is defined in Section 8.1(a).

Development is defined in the Recitals.

Development Standards means the development standards for the Property, which are set forth on **Exhibit C**.

Effective Date is the date in the introductory paragraph.

Eminent Domain Fees is defined in Section 2.5.

ETJ is defined in the Recitals.

Indemnified Party is defined in Section 4.2(a).

Neighborhood Vision Book means the guide regarding open space and outdoor amenities adopted by City Resolution No. 2020-79R, as it may be subsequently amended.

Onsite Public Improvements means any onsite infrastructure, including drainage; water and other utility systems; and landscaping that is dedicated to the City.

Owner is defined in the Recitals.

Parties means the Developer and the City.

Party means the Developer or the City.

Property is defined in the Recitals.

Public Infrastructure means water, wastewater, drainage, roadway, and other public infrastructure necessary to serve the full development of the Property.

Tenant is defined in the Recitals.

Attachment: Shades of Green DA (Shades of Green – Development Agreement)

Water Improvements is defined in Section 2.1(d).

Wastewater Improvements is defined in Section 2.1(e).

ARTICLE II
PUBLIC INFRASTRUCTURE

2.1 Public Infrastructure.

(a) Standards. Except as otherwise expressly provided for in this Agreement, all Public Infrastructure shall be designed, constructed and installed by the Developer in compliance with the City Regulations. Construction and/or installation of Public Infrastructure shall not begin until complete and accurate plans and specifications have been approved by the City. Each contract for construction of Public Infrastructure shall require a two-year maintenance bond following completion of such Public Infrastructure, which bond shall run in favor of the Party responsible for maintenance of the completed Public Infrastructure. To the extent easements or rights-of-way are needed within the Property and/or on the perimeter of the Property, they shall be dedicated by the Developer to the City at no cost to the City. The Public Infrastructure will be installed within easements granted to the City or in the public right-of-way, however utilities must be in an easement separate from the right-of-way. The size of the Public Infrastructure shall be as finally determined by the City's engineer, however, should the City's engineer determine oversizing is needed to serve property other than the Development, then the City shall pay its proportionate share of such oversizing costs as they become due and payable under the construction contract.

(b) ROW Dedication and Offsite Roadways. The Developer shall, either by plat or by deed as requested by the City, dedicate the right-of-way for thoroughfares, roads, streets, and alleys, including any of such dedications depicted on **Exhibit D**. Developer shall not be required to construct any offsite or adjacent roadways.

(c) Landscaping. Developer shall design and construct any landscape buffers depicted on **Exhibit D** at its sole cost and expense (the "Landscape Improvements"):

(d) Water Improvements by Developer. As required by the City Regulations, Developer shall, as its sole cost and expense, design and construct the following at no cost to the City (the "Water Improvements"):

(1) All water Onsite Public Improvements required by the City Regulations and needed to serve the Development; and

(2) Developer shall connect to the water line currently existing across the street from the Property for retail/potable water service; and

(3) Developer shall be allowed to drill one onsite water well to be used solely for irrigation on the Property.

Attachment: Shades of Green DA (Shades of Green – Development Agreement)

(e) Wastewater. Developer shall be allowed the use of a septic system for the new commercial building until a City wastewater line with the capacity to service the Property is within five hundred (500) feet of the Property, and at such time Developer, at its sole cost and expense, shall design and construct a connection to provide wastewater service to the commercial building and decommission the septic System (the "Wastewater Improvements"). Developer shall have twelve (12) months from the date the City notifies Developer that the wastewater line is available for service to complete the construction of the Wastewater Improvements and establish a wastewater utility account with the City. The existing residence is on an existing septic system and will remain on that septic system for as long as it remains a single-family residential home. If the existing residence is ever converted to another use, then it shall be connected to a City wastewater line, at Developer's sole cost and expense, if there is a City wastewater line within five hundred (500) feet of the Property, and the septic system shall be decommissioned.

2.2 Inspections, Acceptance of Public Infrastructure.

(a) Roadway and Storm Infrastructure. The City shall have the right to inspect, at any time, the construction of all roadway and storm water Public Infrastructure, and any related Public Infrastructure necessary to support the proposed development within the Property, which shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations.

(b) Water and Wastewater Infrastructure. The City shall have the right to inspect the construction of all water and wastewater Public Infrastructure at any time, which water and wastewater shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations. The timing of construction of the various components of the water and wastewater Public Infrastructure shall be as required by the City Regulations.

(c) No Release. The City's inspections shall not release the Developer from its responsibility to construct, or ensure the construction of, adequate Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to the Development provided the City satisfies its obligations under this Agreement.

(d) City Owned. From and after the inspection and acceptance by the City of the Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City.

(e) Approval of Plats/Plans. Approval of plats, permits, plans, designs or specifications by the City shall be in accordance with the City Regulations. Approval by the City, the City's engineer or other City employee or representative of any plats, permits, plans, designs or specifications submitted pursuant to this Agreement or pursuant to the City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, his engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by the Developer or the Developer's engineer, or engineer's officers, agents, servants, or employees,

Attachment: Shades of Green DA (Shades of Green – Development Agreement)

it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. All plats and plans of the Developer related to the Property shall meet the requirements of the applicable City Regulations.

2.3 Eminent Domain. The Developer agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the Public Infrastructure. If, however, the Developer is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of the Effective Date, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. The Developer shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall, if requested in writing by the City, escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, the Developer shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. City is not required to continue pursuing the eminent domain unless and until the Developer deposits addition Eminent Domain Fees with the City. Any unused escrow funds will be refunded to the Developer with thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

2.4 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance of the water and wastewater Public Infrastructure or any portion thereof, the City shall maintain and operate the accepted water and wastewater infrastructure or any accepted portion thereof and provide water and wastewater service to the Property.

(b) Upon inspection, approval, and acceptance of the roadway and storm water Public Infrastructure or any portion thereof, the City shall maintain and operate the roadways and storm water infrastructure or any accepted portion thereof.

(c) Maintenance and operation of right-of-way irrigation systems, right-of-way landscaping, screening walls, detention ponds and any other common improvements or appurtenances is addressed in the Development Standards in accordance with the City Regulations.

Attachment: Shades of Green DA (Shades of Green – Development Agreement)

ARTICLE III
DEVELOPMENT REGULATIONS

3.1 Full Compliance with City Standards. Development of the Property shall be subject to the applicable City Regulations. The Parties agree that the Concept Plan was created by the Developer for illustrating the boundary and general layout of the Development. Any amendment to the Concept Plan shall be considered an amendment to this Agreement and shall replace the attached Concept Plan and become a part of this Agreement. The City Manager of the City may administratively approve any amendments to the Concept Plan that the City Manager deems in his reasonable discretion to be minor in nature. If the City Manager deems an amendment to not be minor in nature, the Concept Plan may be amended as set forth in the City Regulations.

3.2 Plat. The Developer may submit a plat for all or any portion of the Property. Any plat shall be in general conformance with the Concept Plan, including any amendments. The processing and content of all plats must adhere to the City Regulations, as they may be expressly altered by this Agreement.

3.3 Vested Rights. This Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code that is deemed filed with the City on the date upon which the last of all of the Parties has approved and duly executed this Agreement. The Developer does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code. Upon an administratively complete application for a final plat for any portion of the Property, Developer may claim vested rights as to the portion of the Property contained in the final plat based upon ordinances in effect at the time of final plat application, except to the extent such claim would cause the City's building material regulations in the zoning ordinance or in other City ordinances to be inapplicable.

3.4 Building Codes, Fire Codes and Building Materials. *As consideration for the capital recovery fees being reduced and impact fees being waived for the Property, Developer has consented to and requested, and the Parties agree, that* ***Exhibit C****, the City-adopted building codes and local amendments as subsequently amended, the City-adopted fire codes and local amendments as subsequently amended, and the City's building material regulations contained in the zoning ordinance and in other City ordinances, all as subsequently amended, to apply to the Property, and voluntarily agrees to burden the Property with their applicability, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended. The Parties further acknowledge and agree that the terms, provisions, covenants, and agreements contained in, or referenced in, this paragraph are covenants that touch and concern the Property and that it is the intent of the Parties that such terms, provisions, covenants, and agreements shall run with the Property and shall be binding upon the Parties hereto, their successors and assigns, and all subsequent owners of the Property. Should any amendment to the building material regulations contained in the zoning ordinance and in other city ordinances be held to be invalid by a court of competent jurisdiction, the Parties agree that the building material regulations in effect on August 1, 2019 shall then touch and concern the Property and be binding upon the Property.*

Attachment: Shades of Green DA (Shades of Green – Development Agreement)

ARTICLE IV
DEVELOPMENT PROCESS AND CHARGES

4.1 Capital Recovery Fees.

(a) Development Fees. Development of any portion of the Property shall be subject to payment to the City of the applicable fees according to the City Regulations, including without limitation, impact fees, tap fees, park fees, technology fees, permit fees, outdoor warning device fees, development, revue and inspection fees and any other charges and fees not expressly exempted or altered by the terms of this Agreement.

(b) CCN Acquisition Costs. The Parties agree that the City will be the retail water service provider to the Property. Within sixty (60) days of the Effective Date, the Developer shall pay to the City a fee in the amount of $1,750 per acre, which will be owed by the City to Marilee Special Utility District pursuant to that certain Full and Final Settlement and Release dated April 24, 2001, as subsequently amended, or another amount negotiated by City.

(c) Tree Mitigation Fees. Tree mitigation fees as required in the City Regulations shall be waived so long as development of the Property occurs in accordance with the terms of this Agreement.

4.2 INDEMNIFICATION AND HOLD HARMLESS.

(a) THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE DEVELOPER; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE DEVELOPER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE DEVELOPER OF ANY OF THE PUBLIC INFRASTRUCTURE ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION AND/OR CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE PUBLIC INFRASTRUCTURE; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE PUBLIC INFRASTRUCTURE OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE PUBLIC INFRASTRUCTURE, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY. DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE.

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(b) IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND DEVELOPER SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES. THE CITY AGREES, UNLESS ADVISED BY DEFENSE COUNCIL TO THE CONTRARY, TO ASSERT ITS IMMUNITY FROM LIABILITY AND IMMUNITY FROM SUIT AND/OR OTHER AVAILABLE AFFIRMATIVE DEFENSES

(c) THIS SECTION 4.2 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

(d) THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION AND THE EXPRESS NEGLIGENCE TEXT COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT, AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.

4.3 <u>THE DEVELOPER'S ACKNOWLEDGEMENT OF THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/DEVELOPERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT</u>.

(a) THE DEVELOPER ACKNOWLEDGES AND AGREES THAT, PROVIDED THERE ARE NO CITY DEFAULTS UNDER THIS AGREEMENT:

(I) THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

(A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;

(B) VIOLATION OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED; AND/OR

(C) NUISANCE.

(II) THE AMOUNT OF THE DEVELOPER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE DEVELOPER'S

Attachment: Shades of Green DA (Shades of Green – Development Agreement)

ANTICIPATED IMPROVEMENTS AND DEVELOPER'S DEVELOPMENT OF THE PROPERTY PLACES ON THE CITY'S INFRASTRUCTURE.

(III) THE DEVELOPER HEREBY AGREES, STIPULATES AND ACKNOWLEDGES THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE DEVELOPER FOR SUCH LAND, AND THE DEVELOPER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE. THE DEVELOPER FURTHER AGREES TO WAIVE AND RELEASE ALL CLAIMS IT MAY HAVE AGAINST THE CITY UNDER THIS AGREEMENT RELATED TO ANY AND ALL: (A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND (B) ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

(b) THIS SECTION 4.3 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE V
TERM

The term of this Agreement shall be for a period of twenty (20) years after the Effective Date, except that Section 3.4, plus all provisions referenced in Section 3.4, of this Agreement are covenants that touch and concern the Property and shall run with the Property following the termination of this Agreement. The Parties may extend the term of this Agreement if they execute an agreement in writing. Notwithstanding anything to the contrary in this Agreement, this Agreement shall automatically terminate, be *void ab initio* and shall be of no further force or effect if the Developer does not purchase the Property within six (6) months of the Effective Date or if Developer notifies the City in writing prior to the expiration of six (6) months from the Effective Date that it will not purchase the Property.

ARTICLE VI
ANNEXATION AND POST-ANNEXATION MATTERS

6.1 Annexation. Developer agrees and intends for this Agreement to be a voluntary annexation petition for Tract 1. Developer agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the Property into the City's corporate limits. This Agreement constitutes the service plan agreement for providing City services to Tract 1. If the City is unable to complete the annexation of Tract 1 for any reason, including but not limited to procedural error or legal challenge, Developer shall execute another voluntary annexation petition for Tract 1, within ten (10) days of being requested to do so by the City. Developer acknowledges and agrees that this Section 6.1 was a material inducement for the City to enter into this Agreement with Developer.

Attachment: Shades of Green DA (Shades of Green – Development Agreement)

6.2 Zoning of Property. While the Parties expressly acknowledge that Tract 1 will be voluntarily annexed in accordance with Section 6.1 of this Agreement, the Parties agree that the Concept Plan, Development Standards and the applicable provisions of this Agreement memorialize the plan for development of the Property as provided for in Section 212.172 of the Texas Local Government Code and other applicable law. The City shall consider zoning the Property consistent with the Concept Plan, Development Standards and applicable provisions of this Agreement contemporaneously with the annexation of Tract 1. Through this Agreement, the Developer expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this section. In the event of a conflict between this Agreement and the zoning of the Property, the Parties agree that this Agreement shall control.

ARTICLE VII
EVENTS OF DEFAULT; REMEDIES

7.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than 30 days after written notice of the alleged failure has been given). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured and within such 30-day period gives written notice to the non-defaulting Party of the details of why the cure will take longer than 30 days with a statement of how many days are needed to cure.

7.2 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR LIMIT THE TERM OF THIS AGREEMENT.

ARTICLE VIII
ASSIGNMENT AND ENCUMBRANCE

8.1 Assignment by Developer to Successors.

(a) The Developer has the right (from time to time without the consent of the City, but upon prior written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Developer under this Agreement, to any person or entity (an "Developer Assignee") that (i) is or will become an owner of any portion of the Property or (ii) is controlled by or under common control by the Developer and becomes an owner of any portion of the Property, provided that the Developer is not in breach of this Agreement at the time of such assignment. A Developer Assignee is considered the "Developer" and a "Party," under

Attachment: Shades of Green DA (Shades of Green – Development Agreement)

this Agreement for purposes of the obligations, rights, title, and interest assigned to the Developer Assignee. Notice of each proposed assignment to a Developer Assignee shall be provided to the City at least fifteen (15) days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Developer Assignee.

(b) Each assignment shall be in writing executed by the Developer and the Developer Assignee and shall obligate the Developer Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a Developer Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the City agrees to look solely to the Developer Assignee for the performance of all obligations assigned to the Developer Assignee and agrees that the Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Developer Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, Developer shall not be released until the City receives such copy of the assignment.

(c) No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing.

(d) The Developer shall maintain written records of all assignments made to Developer Assignees, including a copy of each executed assignment and the Developer Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

8.2 Assignment by the City. The City has the right (from time to time without the consent of another Party, but upon prior written Notice to each other Party) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, to any agency, authority, or political subdivision of the state (a "City Assignee"). Notice of each proposed assignment to a City Assignee shall be provided to each other Party at least 15 days prior to the effective date of the assignment, which Notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address of a contact person representing the City Assignee who the other Party may contact for additional information. Each assignment shall be in writing executed by the City and the City Assignee and shall obligate the City Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a City Assignee shall be provided to all Parties within 15 days after execution. From and after such assignment, all Parties agree to look solely to the City Assignee for the performance of all obligations assigned to the City Assignee and agrees that the City shall be released from subsequently performing the assigned obligations and from any liability that results from the City Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the other Parties within 15 days after execution, the City shall not be released until the other Parties receive such copy of the assignment. No assignment by the City shall release the City from any liability that resulted from an act or omission by the City that occurred prior to the effective date of the assignment unless the other

Attachment: Shades of Green DA (Shades of Green – Development Agreement)

Parties approve the release in writing. The City shall maintain written records of all assignments made by the City to City Assignees, including a copy of each executed assignment and the City Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

8.3 Collateral Assignments. The Developer and Developer Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written Notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice (hereinafter defined) information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

8.4 Transfer of Warranties. Any Public Infrastructure that are transferred to the City shall be accompanied by all applicable third-party bonds and warranties related to construction and maintenance of such Public Infrastructure.

8.5 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement. Any person or entity upon becoming an owner of land or upon obtaining an ownership interest in any part of the Property shall be deemed to be a "Developer" and have all of the obligations of the Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

8.6 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

ARTICLE IX
RECORDATION AND ESTOPPEL CERTIFICATES

9.1 Binding Obligations. This Agreement and all amendments hereto (including amendments to the Concept Plan as allowed in this Agreement) and assignments hereof shall be

Attachment: Shades of Green DA (Shades of Green – Development Agreement)

recorded in the deed records of each county within which the Property is located. This Agreement binds and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for Development within the Property. This Agreement, when recorded on or after the Effective Date, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property.

9.2 Estoppel Certificates. From time to time upon written request of the Developer, if needed to facilitate a sale of all or a portion of the Property or a loan secured by all or a portion of the Property, the City will execute a written estoppel certificate in a form and substance satisfactory to the City, to its reasonable knowledge and belief, identifying any obligations of the Developer under this Agreement that are in default. The Developer shall pay the City $1,000 at the time of the Developer's request for an estoppel certificate for each request in excess of one per calendar year.

ARTICLE X
ADDITIONAL PROVISIONS

10.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council of the City; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

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

To the City:
Attn: City Manager
City of Celina
142 North Ohio
Celina, TX 75009
E-mail: jlaumer@celina-tx.gov
TEL: (972) 382-2682

With a copy to:
Attn: Julie Fort
Messer, Fort, & McDonald, PLLC
6371 Preston Road, Suite 200
Frisco, Texas 75034
E-mail: Julie@txmunicipallaw.com
TEL: (972) 668-6400

Attachment: Shades of Green DA (Shades of Green – Development Agreement)

To the Developer:

Attn: Mary McCauley
Brillo Verde, LTD
7401 Coit Rd.
Frisco, Texas 75035
E-mail: mary@shadesofgreeninc.com
TEL: (972) 335-9095

With a copy to:

Attn: Mary McCauley
McCauley Real Estate Ventures LLC
10620 Private Rd. 5117
Celina, TX 75009

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

10.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

10.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

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

10.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

10.7 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible

Attachment: Shades of Green DA (Shades of Green – Development Agreement)

and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

10.8 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in each county in which the Property is located. Exclusive venue for any action to enforce or construe this Agreement shall be in the County District Court in which any of the Property is located.

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

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

10.11 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

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

Exhibit A	Legal Description of the Property
Exhibit B	Depiction of the Property
Exhibit C	Development Standards
Exhibit D	Concept Plan

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

10.14 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to

Attachment: Shades of Green DA (Shades of Green – Development Agreement)

perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

10.15 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and the Developer expressly amending the terms of this Agreement.

10.16 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

10.17 Form 1295 Certificate. The Developer represents that it has complied with Texas Government Code, Section 2252.908 and in connection therewith, the Developer has completed a Texas Ethics Commission Form 1295 Certificate generated by the Texas Ethics Commission's electronic filing system in accordance with the rules promulgated by the Texas Ethics Commission. The Developer further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the City at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate. The Parties agree that, except for the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295 completed by the Developer. The information contained in the From 1295 completed by the Developer has been provided solely by the Developer and the City has not verified such information.

[signatures on following pages]

Attachment: Shades of Green DA (Shades of Green – Development Agreement)

EXECUTED by the City and the Developer on the respective dates stated below after approval of the City Council of the City on _____, 2021.

Date: _____

CITY OF CELINA

By: _____
Sean Terry, Mayor

ATTEST:

_____
Vicki Tarrant, City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2021, by Sean Terry, the Mayor of the City of Celina, Texas, on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

Attachment: Shades of Green DA (Shades of Green – Development Agreement)

DEVELOPER:

Brillo Verde, LTD.,
a Texas limited partnership

By: McCauley Real Estate Ventures, LLC,
a Texas corporation, its General Partner

By: _____
Name: Jeff McCauley
Title: President

STATE OF TEXAS §
§
COUNTY OF___ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on NOV. 4, 2021, personally appeared JEFF McCAULEY of McCauley Real Estate Ventures, LLC, a Texas corporation, on behalf thereof as the general partner of Brillo Verde, LTD., a Texas limited partnership, and acknowledged that he executed the foregoing document on behalf of said limited liability company.

_____
Notary Public in and for the State of Texas

JANE C PRYOR
Notary Public, State of Texas
Comm. Expires 02-14-2023
Notary ID 12852183-9

Attachment: Shades of Green DA (Shades of Green – Development Agreement)

EXHIBIT A
DESCRIPTION OF THE PROPERTY

TRACT 1

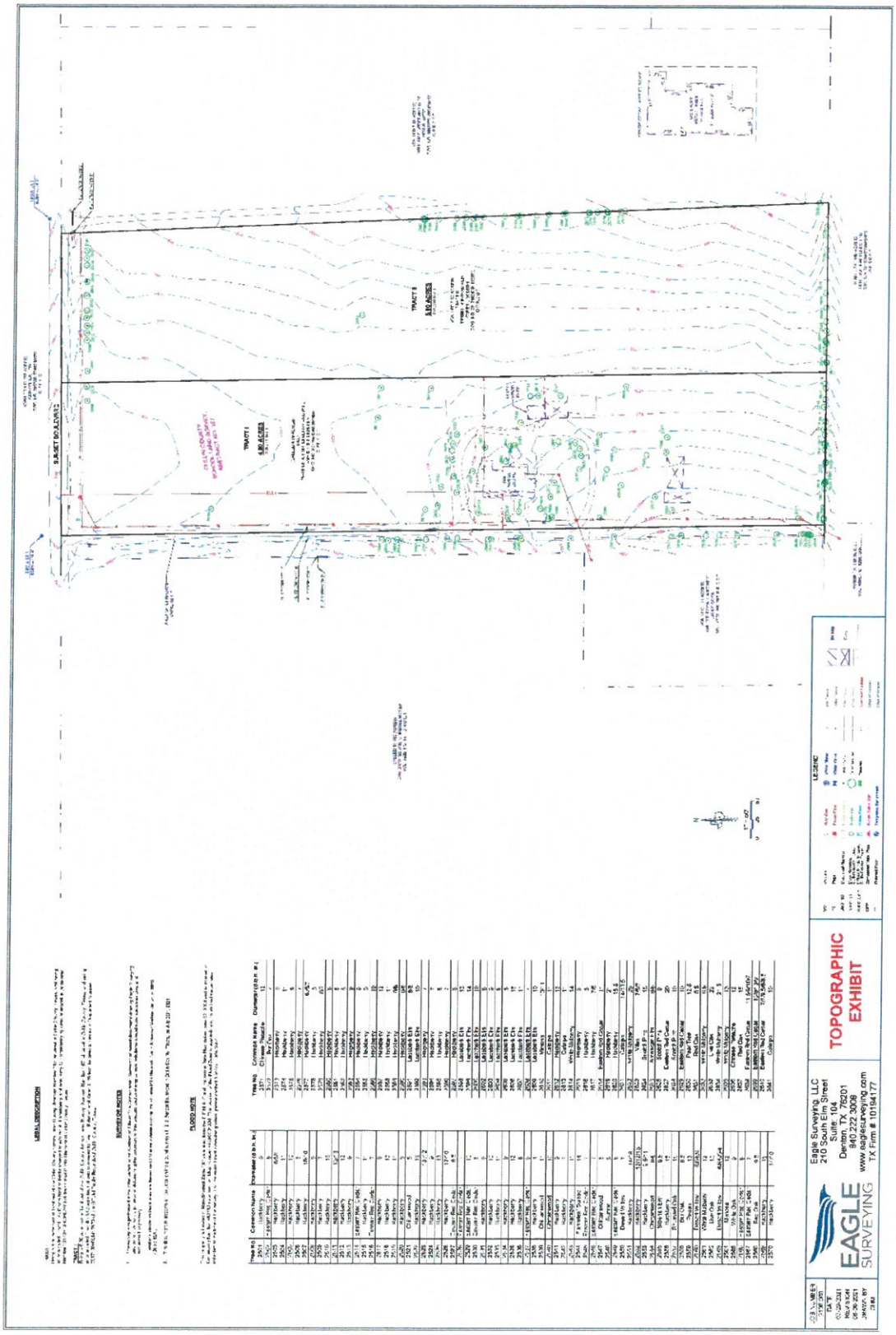
Being a 4.80 acre tract of land out of the Collin County School Land Survey, Abstract Number 167, situated in Collin County, Texas, and being all of a called Tract I - 4.80 acre tract of land conveyed to Warren A. Fortenberry and wife, Amy S. Fortenberry by deed of record in Document Number 20170510000602480 of the Official Public Records of Collin County, Texas.

TRACT 2

Being a 5.00 acre tract of land out of the Collin County School Land Survey, Abstract Number 167, situated in Collin County, Texas, and being all of a called Tract II - 5.00 acre tract of land conveyed to Terri L. Kirkman and Karen L. Wilson by deed of record in Document Number 20171024001415370 of the Official Public Records of Collin County, Texas.

Attachment: Shades of Green DA (Shades of Green – Development Agreement)

EXHIBIT B
DEPICTION OF THE PROPERTY



Attachment: Shades of Green DA (Shades of Green – Development Agreement)

EXHIBIT C
DEVELOPMENT STANDARDS

Zoning

The property shall be zoned a Planned Development district, with the base zoning to be Commercial, Retail, & Office ("C") district on the northern 4.80 acres of the Property and Agriculture ("AG") district on the southern 5 acres to allow for a plant nursery. Additionally, nursery and garden center uses with secondary land uses associated with Agritourism shall be permitted, and shall abide by the design standards of the City, as found in the Zoning Ordinance, Subdivision Ordinance, and other applicable regulations. The project shall abide by all City regulations, as may be amended, except as follows.

Architecture

The subject property is an architecturally, historically, and culturally significant tract of land that is meaningfully located; thus, all structures shall abide by the City's architectural standards, and as may be amended, except with some architectural flexibility to fit the agritourism theme for on-site facilities.

Landscaping

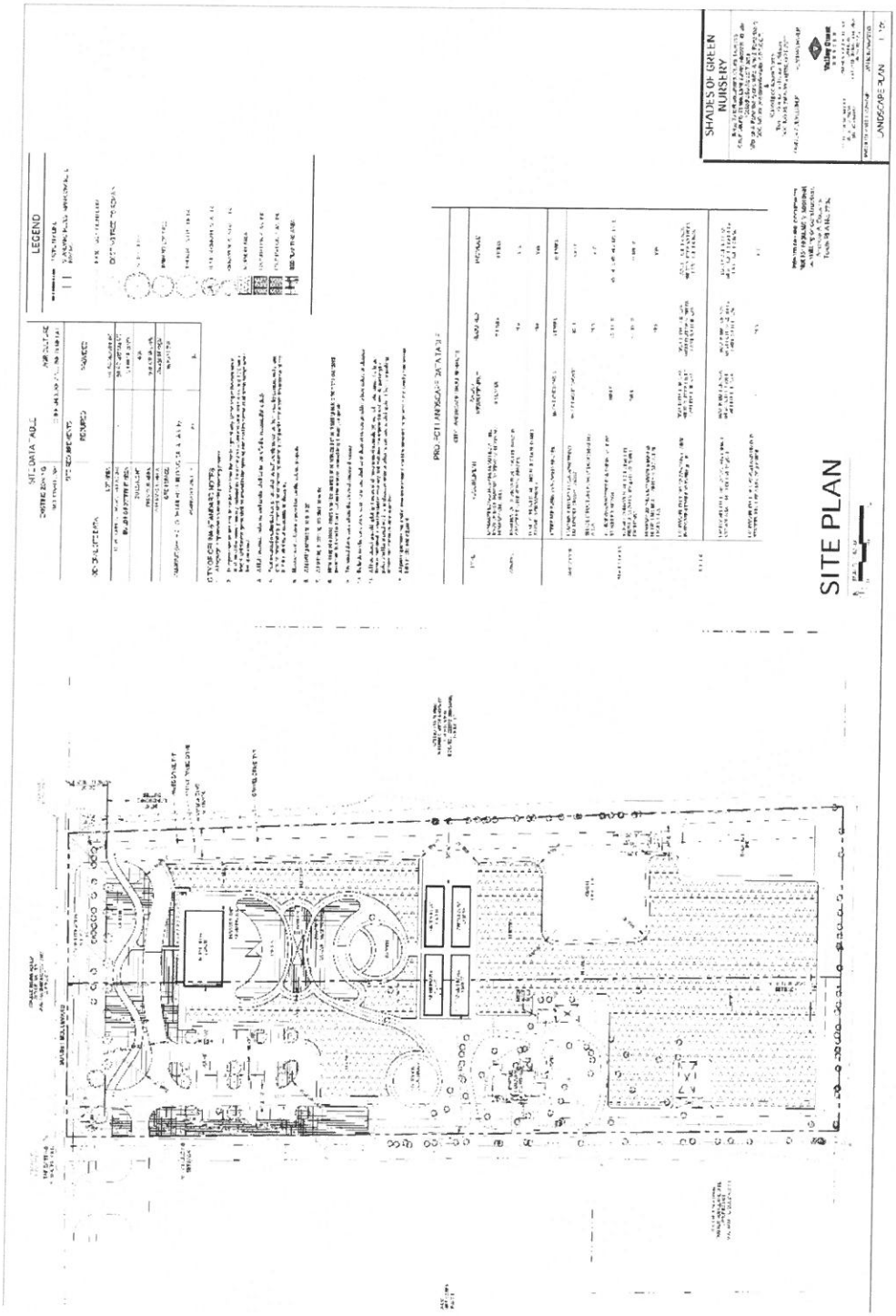
The perimeter tree requirement may be relaxed. The primary areas that shall meet full City standards are the front landscape buffer adjacent to Sunset Boulevard and any public parking areas. A pollinator garden may be installed in the landscape buffer along Sunset Boulevard.

Additional Standards

1. All parking areas shall be concrete, including cross access.
2. The dumpster, if located per the concept plan, may be screened with alternative options.
3. A temporary sales office and temporary parking may be permitted until a permanent building is constructed, for a period not to exceed thirty-six (36) months, or upon permanent building Certificate of Occupancy, whichever comes first.
4. The existing house on the property may remain residential and be occupied as a residence. However, if it converts to an office or non-residential use, or is open to the public, it shall require a Certificate of Occupancy and abide by all City regulations and building codes.

Attachment: Shades of Green DA (Shades of Green – Development Agreement)

EXHIBIT D
CONCEPT PLAN



Attachment: Shades of Green DA (Shades of Green – Development Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Director
CC: Jason Laumer, City Manager
Date: November 9, 2021
Re: 21-03 Annexation First Public Hearing

Action Requested:
Conduct the first of three public hearings to annex approximately 585 acres, describing the municipal services to be provided to the area and the time in which municipal services will be provided, calling a public hearing, directing notices to be provided, directing that a petition for annexation of the area be prepared and opportunity to sign provided, providing for matters related thereto for the following areas: (21-03 Annexation First Public Hearing) (Mohan)

1) Collin CAD Property ID 984821, being an approximate 17.80 acre tract of land in Collin County, Texas, legally described as Abstract No. A0247 in the John Davis Survey, Tract 2; generally located at the southeast corner of future Coit Road and County Road 107 (Bray, Jim G Jr),

2) Collin CAD Property ID 995506, being an approximate 17.04 acre tract of land in Collin County, Texas, legally described as Abstract No. A0533 in the W. C. Lewis Survey, Tract 1; generally located approximately 270 feet east of future Coit Road and 965 feet north of future Stallcup Boulevard (Bray, Jim G Jr),

3) Collin CAD Property ID 995515, being an approximate 5.02 acre tract of land in Collin County, Texas, legally described as Abstract No. A0533 in the W. C. Lewis Survey, Tract 2; generally located east of future Coit Road and approximately 830 feet north of future Stallcup Boulevard (Bray, Jim G Jr),

4) Collin CAD Property ID 997915, being an approximate 53.21 acre tract of land in Collin County, Texas, legally described as Abstract No. A0931 in the T & P Ry Co Survey, Tract 1; generally located north of future Stallcup Boulevard and approximately 245 feet east of future Coit Road (Bray, Jim G Jr),

5) Collin CAD Property ID 997924, being an approximate 5.79 acre tract of land in Collin County, Texas, legally described as Abstract No. A0931 in the T & P Ry Co Survey, Tract 2; generally located at the northeast corner of future Coit Road and future Stallcup Boulevard (Bray, Jim G Jr),

6) Collin CAD Property ID 2120491, being an approximate 108.94 acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract

2; generally located south of future Marilee Road and approximately 1,330 feet west of future Custer Road (Estate of Bray, Jim Garvan Sr),

7) Collin CAD Property ID 2120786, being an approximate 140.25 acre tract of land in Collin County, Texas, legally described as Abstract No. A0247 in the John Davis Survey, Tract 1; generally located south of future Marilee Road and approximately 275 feet east of future Coit Road (Bray, Jim G Jr),

8) Collin CAD Property ID 2674384, being an approximate 66.12 acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract 1; generally located west of future Custer Road and approximately 1,315 feet south of future Marilee Road (Bray, Jim G Jr),

9) Collin CAD Property ID 2071427, being an approximate 14.88 acre tract of land in Collin County, Texas, legally described as Abstract No. A0168 in the Collin County School Land #16 Survey, Sheet 1, Tract 74; generally located approximately 705 feet north of future Mobberly Road and 1,830 feet east of future Legacy Drive (Shewchuk Dwight M & Rebecca),

10) Collin CAD Property ID 991788, being an approximate 7.54 acre tract of land in Collin County, Texas, legally described as Abstract No. A0168 in the Collin County School Land #16 Survey, Sheet 1, Tract 16; generally located approximately 240 feet north of Mobberly Road and 290 feet west of future Legacy Drive (Barnett, Rebecca A),

11) Collin CAD Property ID 2788963, being an approximate 3.23 acre tract of land in Collin County, Texas, legally described as Eva's Ridge (GCN), Block A, Lot 1; generally located north of County Road 8 and approximately 195 feet west of future Legacy Drive (Gulley, Michael Morris),

12) Collin CAD Property ID 2788965, being an approximate 4.034 acre tract of land in Collin County, Texas, legally described as Eva's Ridge (GCN), Block A, Lot 2; generally located north of County Road 8 and approximately 395 feet west of future Legacy Drive (Gulley, Michael Morris),

13) Collin CAD Property ID 2689584, being an approximate 20.10 acre tract of land in Collin County, Texas, legally described as Abstract No. A0394 in the Daniel Howell Survey, Tract 38; generally located at the southeast corner of future Roseland Parkway and FM 455 (Gulley, Michael Morris),

14) Collin CAD Property ID 1225301, being an approximate 5.25 acre tract of land in Collin County, Texas, legally described as Abstract No. A0810 in the W. W. Shawer Survey, Tract 13; generally located south of County Road 106 and approximately 365 feet east of future Coit Road (Henderson, Jerry Gene-Le),

15) Collin CAD Property ID 1014388, being an approximate 10.66 acre tract of land in Collin County, Texas, legally described as Abstract No. A1053 in the Ousley & Floyd Survey, Tract 2; generally located at the southwest corner of Louisiana Drive and County Road 994 (Marinko Living Trust),

16) Collin CAD Property ID 2698698, being an approximate 31 acre tract of land in Collin County, Texas, legally described as Abstract No. A0834 in the William Stapp Survey, Tract 5; generally located approximately 225 feet west of County Road 133 and 2,650 feet north of FM 455 (NTRPFI LP),

17) Collin CAD Property ID 2720384, being an approximate 5 acre tract of land in Collin County, Texas, legally described as Abstract No. A0801 in the Robert Scaggs Survey, Tract 15; generally located west of County Road 133 and approximately 110 feet north of FM 455 (NTRPFI LP),

18) Collin CAD Property ID 2657698, being an approximate 13.55 acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract 5; generally located approximately 350 feet south of future Stallcup Boulevard and 1,365 feet west of future Custer Road (JML Cattle Company LLC),

19) Collin CAD Property ID 2658131, being an approximate 10.45 acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract 6; generally located north of County Road 106 and approximately 1,400 feet west of future Custer Road (Equity Trust Company DBA Sterling Trust),

20) Collin CAD Property ID 2674385, being an approximate 7.73 acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract 7; generally located north of County Road 106 and approximately 1,015 feet west of future Custer Road (Equity Trust Company DBA Sterling Trust Custodian FBO James L LaBorde),

21) Collin CAD Property ID 2707587, being an approximate 12 acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract 8; generally located at the northwest corner of future Custer Road and County Road 106 (McCauley, Jeffrey David & Mary Jo),

22) Denton CAD Property ID 173394, being an approximate 5.01 acre tract of land in Denton County, Texas, legally described as Abstract No. A0969A in Norwood, Tract 1(B); generally located west of Smiley Road and approximately 2,591 feet north of future Punk Carter Parkway (Fonseca, Maria Rocio),

23) Denton CAD Property ID 52870, being an approximate 18 acre tract of land in Denton County, Texas, legally described as Abstract No. A0211A in Cowan, Track 36 and Old DCAD, Sheet 2, Tract 7; generally located east of Smiley Road and approximately 1,945 feet north of future Punk Carter Parkway (18 Farm on Smiley Rd LTD), and

24) Denton CAD Property ID 173398, being an approximate 1.61 acre tract of land in Denton County, Texas, legally described as Willow Wood, Lot 1; generally located at the southwest corner of Smiley Road and FM 428 (Sadeghian, Khosrow TRTS of Kamy Real Property Trust).

Background Information:

In alignment with the City's growth strategies and per the direction from Celina's City Council, the purpose of this public hearing is relating to the intent to annex certain properties.

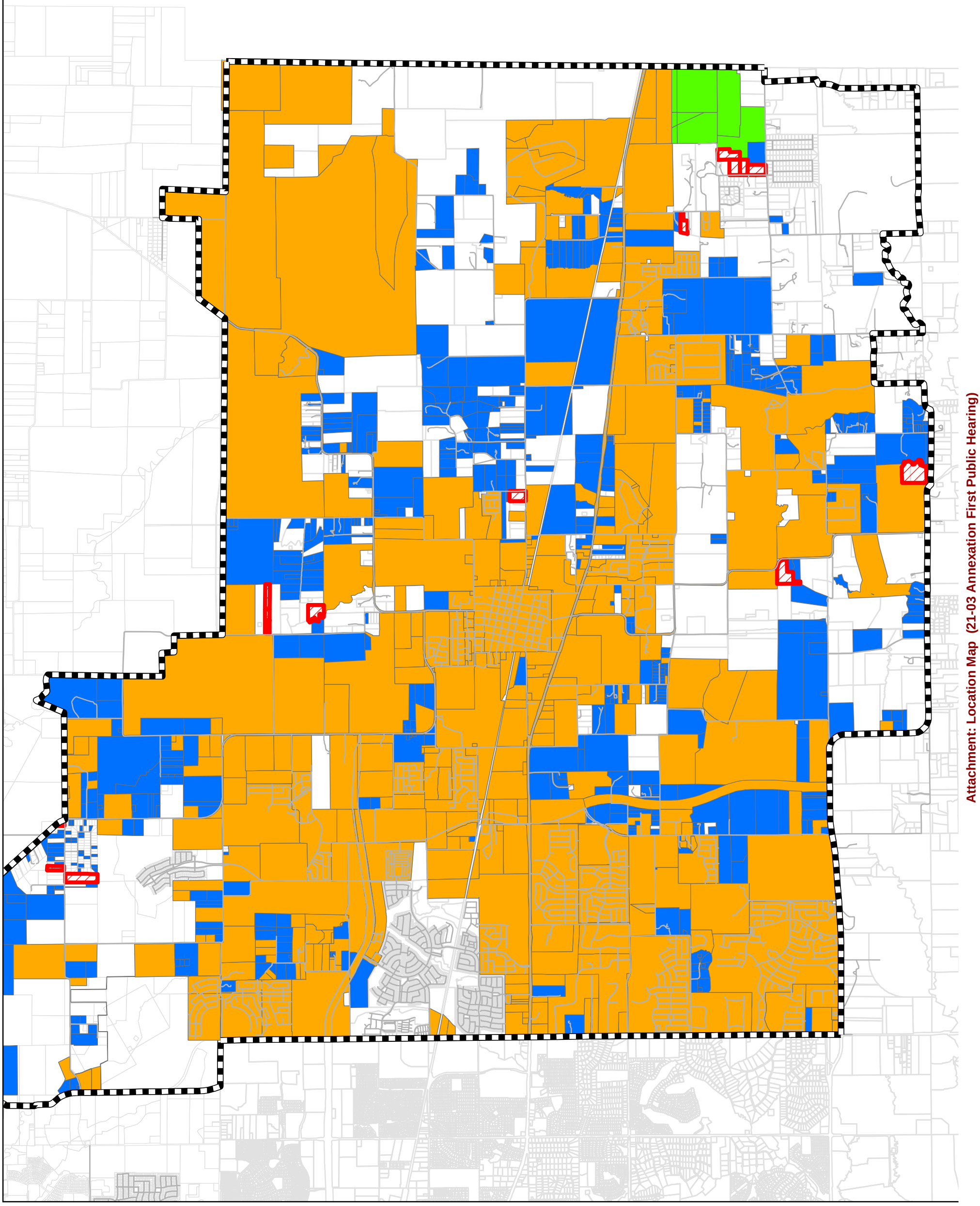
Below is the anticipated annexation schedule for the properties:

~~October 12, 2021 - Annexation Resolution~~
November 9, 2021 - 1st Public Hearing
April 12, 2022 - Petition Verification
May 10, 2022 - 2nd Public Hearing
June 14, 2022 - 3rd Public Hearing and Annexation Ordinance adoption

Supporting Documents:

- Location Map
- Staff Presentation

Staff Recommendation:
NA.



Potential Annexations
City of Celina

Date: 10/13/2021

Life Connected.

Legend

- Ultimate Boundary
- Roads
- Potential Annexations
- Petition
- Parcels

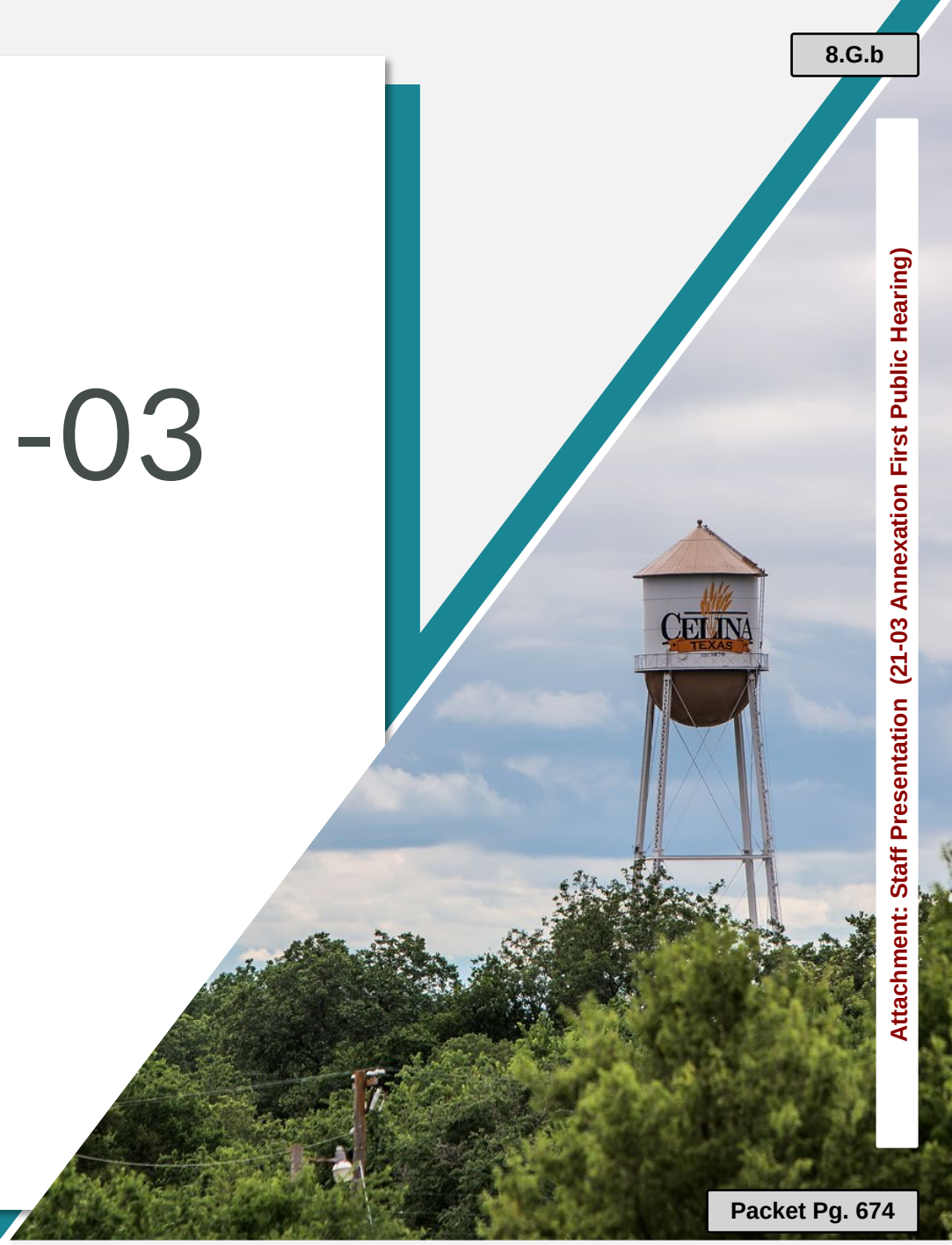
N
W E
S

0 4,800 9,600 Feet

Attachment: Location Map (21-03 Annexation First Public Hearing)

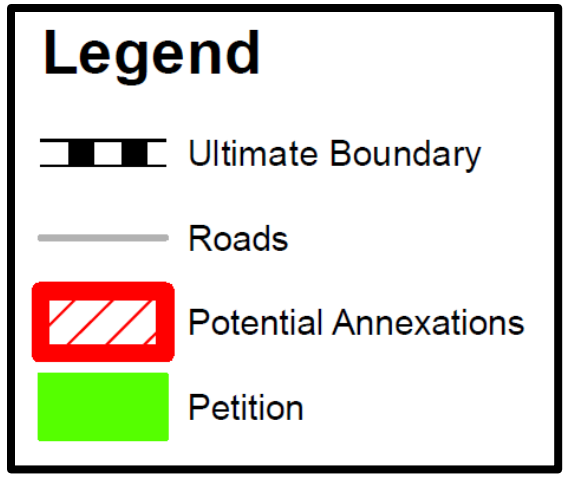
ANNEXATION 21-03

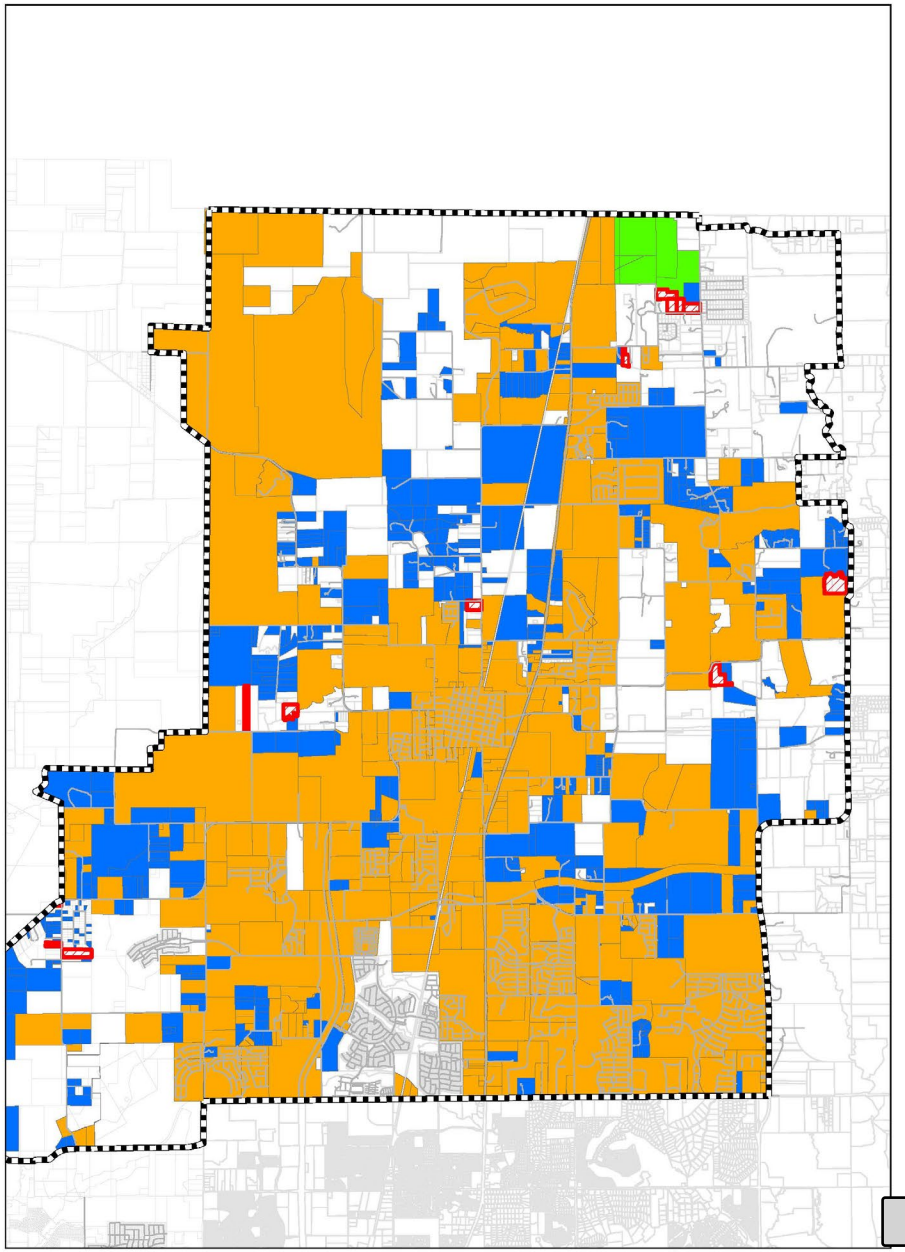
City Council
November 9, 2021



Attachment: Staff Presentation (21-03 Annexation First Public Hearing)

ANNEXATION MAP





Attachment: Staff Presentation (21-03 Annexation First Public Hearing)

FAST FACTS

- No person has been annexed since 2017 State law changes (just commercial or empty land)
- City's preference is to defer annexation for as long as possible (nearly 700 agreements)
- Some property owners have desired immediate annexation and zoning when contacted in order to secure future entitlements and protect property values

Attachment: Staff Presentation (21-03 Annexation First Public Hearing)

POLICY POINTS

- City taxpayers subsidize services and infrastructure to county residents in the ETJ
- Ensures more orderly growth
- Places more infrastructure burden on the development community
- Critical to the health of the long-range tax base (and rate)

Attachment: Staff Presentation (21-03 Annexation First Public Hearing)

ANNEXATION TIMELINE

- ~~October 12, 2021 – Annexation Resolution~~
- November 9, 2021 – 1st Public Hearing
- April 12, 2022 – Petition Verification
- May 10, 2022 – 2nd Public Hearing
- June 14, 2022 – 3rd Public Hearing and Annexation Ordinance Adoption

Attachment: Staff Presentation (21-03 Annexation First Public Hearing)

RECOMMENDATION

- Staff recommends approval as presented

Attachment: Staff Presentation (21-03 Annexation First Public Hearing)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Bella Lopez, Senior Planner
CC: Jason Laumer, City Manager
Date: November 9, 2021
Re: Sutton Fields East - TIRZ Creation

Action Requested:
Conduct a public hearing to consider testimony and act upon an ordinance designating a contiguous geographic area that is within the extraterritorial jurisdiction of the City as a reinvestment zone, to be known as Reinvestment Zone Number Fourteen, City of Celina; describing the boundaries of the zone; creating a board of directors for the zone; establishing a tax increment fund for the zone; containing findings related to the creation of the zone; providing a date for the termination of the zone; and providing that the zone take effect immediately upon passage of the ordinance. (Item to be tabled to the December 14, 2021 City Council meeting) (Sutton Fields East - TIRZ Creation) (Lopez)

Background Information:
Please refer to the attachments for additional information. The applicant has requested to table the item to the December 14, 2021 City Council meeting.

Legal Review:
This item has been reviewed by the City Attorney.

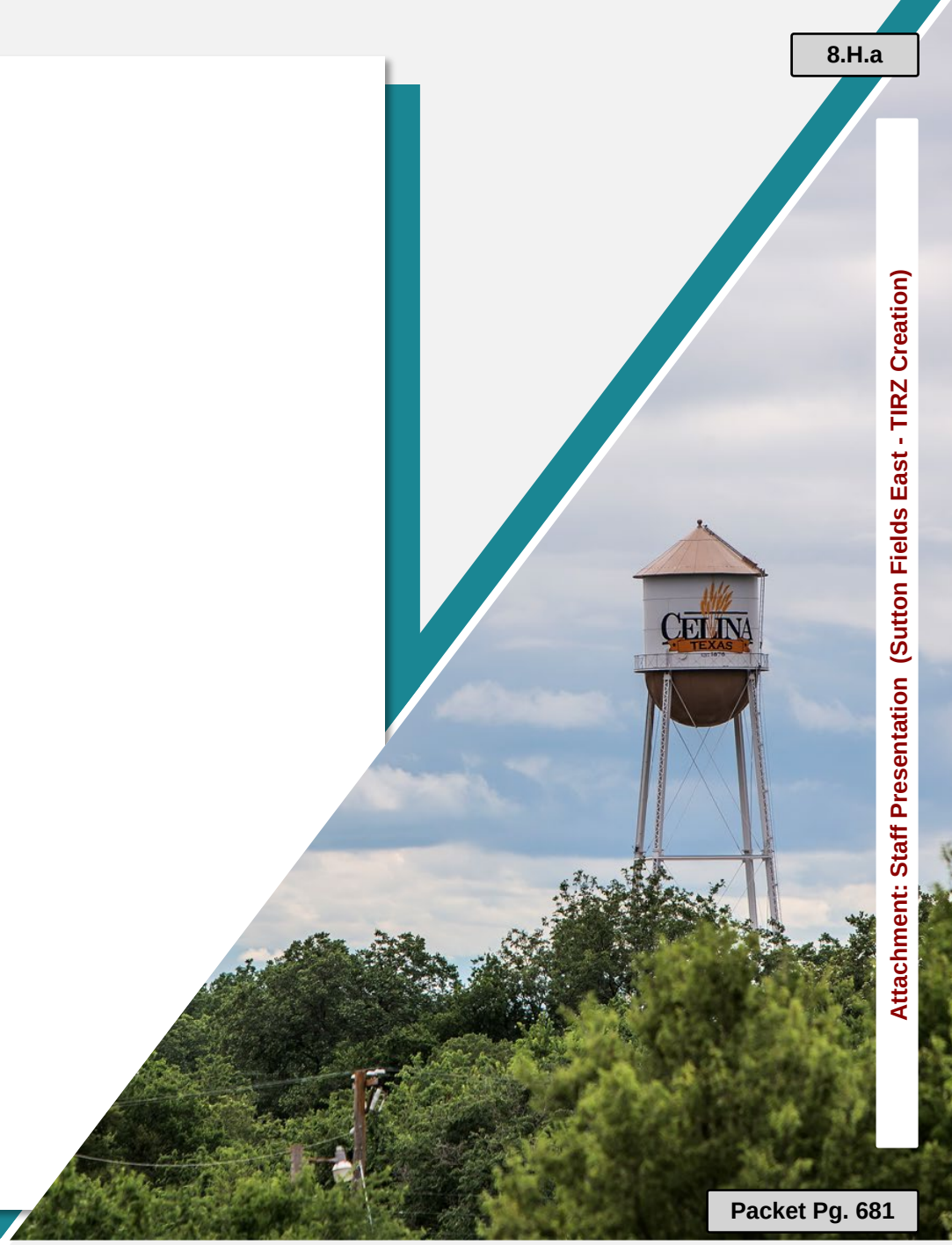
Supporting Documents:
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends tabling this item to the 12/14/21 meeting

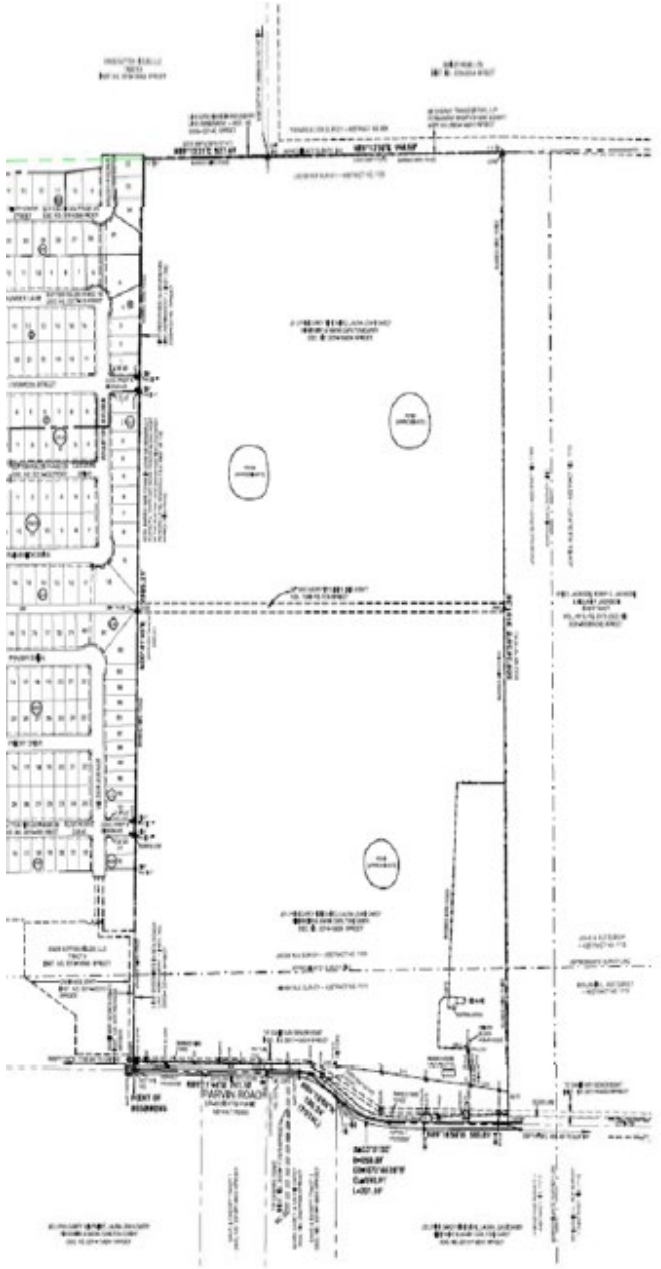
SUTTON FIELDS EAST

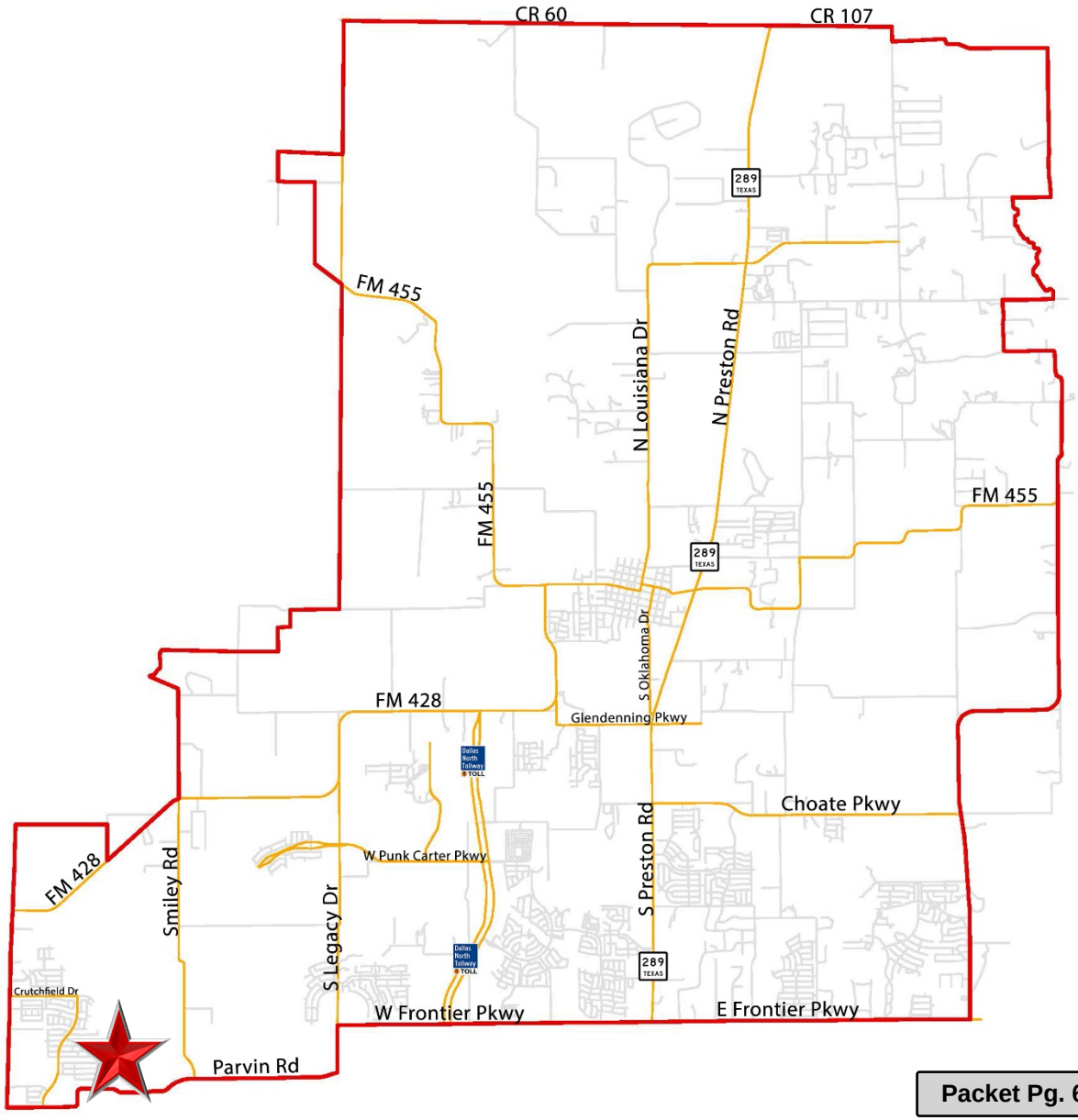
TIRZ CREATION

City Council
November 9, 2021



Attachment: Staff Presentation (Sutton Fields East - TIRZ Creation)





Attachment: Staff Presentation (Sutton Fields East - TIRZ Creation)

BACKGROUND

- The Development Agreement (DA) for the subject property was approved by Council on August 10th, 2021
- The DA allowed for a TIRZ due to the extensive “pioneering” infrastructure associated with the project

Attachment: Staff Presentation (Sutton Fields East - TIRZ Creation)

TIRZ OVERVIEW

- The TIRZ will consist of approximately 110 acres with extensive infrastructure needed to serve the project
- Maximum TIRZ Contribution Amount of $15 mm

Attachment: Staff Presentation (Sutton Fields East - TIRZ Creation)

TIRZ TIMELINE

- ~~October 12, 2021 – TIRZ Petition Resolution~~
- November 9, 2021 – TIRZ Creation Resolution

Attachment: Staff Presentation (Sutton Fields East - TIRZ Creation)

RECOMMENDATION

- Staff recommends to table this item to the December 14, 2021 meeting

Attachment: Staff Presentation (Sutton Fields East - TIRZ Creation)

CITY OF CELINA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, DESIGNATING A CONTIGUOUS GEOGRAPHIC AREA WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY AS A REINVESTMENT ZONE PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, TO BE KNOWN AS REINVESTMENT ZONE NUMBER FOURTEEN, CITY OF CELINA; DESCRIBING THE BOUNDARIES OF THE ZONE; CREATING A BOARD OF DIRECTORS FOR THE ZONE; ESTABLISHING A TAX INCREMENT FUND FOR THE ZONE; CONTAINING FINDINGS RELATED TO THE CREATION OF THE ZONE; PROVIDING A DATE FOR THE TERMINATION OF THE ZONE; PROVIDING THAT THE ZONE TAKE EFFECT IMMEDIATELY UPON PASSAGE OF THE ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (the "City"), pursuant to Chapter 311 of the Texas Tax Code, as amended (the "Act"), may designate a geographic area within the City and within the extraterritorial jurisdiction of the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, the Act provides that the governing body of a municipality by ordinance may designate a contiguous or noncontiguous geographic area that is in the City limits of the municipality or within the extraterritorial jurisdiction of the municipality to be a reinvestment zone if the governing body determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future; and

WHEREAS, the City Council of the City (the "City Council") desires for the City to consider the creation of a tax increment reinvestment zone with the boundaries described in the metes and bounds attached hereto as ***Exhibit A*** and more generally depicted in ***Exhibit B*** attached hereto (the "Zone"); and

WHEREAS, pursuant to and as required by the Act, the City has prepared a *Preliminary Reinvestment Zone Project Plan and Financing Plan for Reinvestment Zone Fourteen, City of Celina,* dated November 9, 2021, attached as ***Exhibit C*** (hereinafter referred to as the "Preliminary Project and Finance Plan") for a proposed tax increment reinvestment zone containing the real property within the Zone; and

WHEREAS, notice of the public hearing on the creation of the proposed zone was published in the official newspaper of the City on or before November 2, 2021, which date is the seventh (7^{th}) day before the public hearing held on November 9, 2021; and

WHEREAS, on November 9, 2021, the City Council opened a public hearing in accordance with Section 311.003(c) of the Act and interested persons were allowed to speak for

Attachment: Draft Ordinance (Sutton Fields East - TIRZ Creation)

or against the creation of the Zone, the boundaries of the Zone, and the concept of tax increment financing, and owners of property in the proposed Zone were given a reasonable opportunity to protest the inclusion of their property in the Zone; and

WHEREAS, after all comments and evidence, both written and oral, were received by the City Council, the public hearing was closed on November 9, 2021; and

WHEREAS, the public hearing was held in full accordance with Section 311.003(c) of the Act; and

WHEREAS, the City has taken all actions required to create the Zone including, but not limited to, all actions required by the home-rule Charter of the City, the Act, the Texas Open Meetings Act (defined herein), and all other laws applicable to the creation of the Zone; and

WHEREAS, the percentage of the property in the proposed zone, excluding property that is publicly owned, that is used for residential purposes is less than thirty percent; and

WHEREAS, a Preliminary Project and Finance plan has been prepared for the proposed reinvestment zone.

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

SECTION 1. RECITALS INCORPORATED.

The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are incorporated and adopted as part of this Ordinance for all purposes.

SECTION 2. FINDINGS.

That the City Council, after conducting the above described hearing and having heard the evidence and testimony presented at the hearing, has made the following findings and determined based on the evidence and testimony presented to it:

(a) That the public hearing on the creation of the proposed reinvestment zone has been properly called, held and conducted and that notice of such hearing has been published as required by applicable law, including the Act; and

(b) That creation of the proposed reinvestment zone with boundaries as described and depicted in ***Exhibits A*** and ***B*** will result in benefits to the City, its residents and property owners, in general, and to the property, residents and property owners in the reinvestment zone; and

(c) That the proposed reinvestment zone, as described and depicted in ***Exhibits A*** and ***B***, meets the criteria for the creation of a reinvestment zone set forth in the Act in that:

Attachment: Draft Ordinance (Sutton Fields East - TIRZ Creation)

1. It is a geographic area located wholly within the extraterritorial jurisdiction of the City; and

2. The area is predominately open, undeveloped or underdeveloped, and the lack of necessary public improvements impairs sound growth of the City; and

(d) That thirty percent (30%) or less of the property in the proposed reinvestment zone, excluding property dedicated to public use, is currently used for residential purposes; and

(e) That the total appraised value of taxable real property in the proposed reinvestment zone according to the most recent appraisal rolls of the City, together with the total appraised value of taxable real property in all other existing reinvestment zones within the City, according to the most recent appraisal rolls of the City, does not exceed 50 percent of the current total appraised value of taxable real property in the City and in the industrial districts created by the City, if any; and

(f) That the improvements in the proposed reinvestment zone will significantly enhance the value of all taxable real property in the proposed reinvestment zone and will be of general benefit to the City; and

(g) That the development or redevelopment of the Property in the proposed reinvestment zone will not occur solely through private investment in the reasonably foreseeable future; and

(h) The City Council has prepared the Preliminary Project and Finance Plan prior to the execution of this Ordinance; and

(i) The City Council finds that the Preliminary Project and Finance Plan is feasible.

SECTION 3. DESIGNATION AND NAME OF THE ZONE.

Pursuant to the authority of, and in accordance with the requirements of the Act, the City Council hereby designates the area described and depicted in ***Exhibits A*** and ***B*** hereto as a tax increment reinvestment zone. The name assigned to the zone for identification is **Reinvestment Zone Number Fourteen, City of Celina** (hereinafter referred to as the "Zone").

SECTION 4. BOARD OF DIRECTORS.

(a) The City Council hereby creates a board of directors for the Zone (hereinafter referred to as the "Board") consisting of six (6) members all appointed by the City Council. Council Members may serve as Board members.

(b) The Board members appointed to the Board shall be eligible to serve on the Board if that person is at least 18 years of age, and is a resident of the county in which the Zone is located or a county adjacent to that county.

Attachment: Draft Ordinance (Sutton Fields East - TIRZ Creation)

(c) The Board shall make recommendations to the City Council concerning the administration, management, and operation of the Zone. The Board shall prepare or cause to be prepared and adopt a project plan and a reinvestment zone financing plan for the Zone (hereinafter referred to as the "Project and Finance Plan") as required by the Act, and shall submit the Project and Finance Plan to the City Council for approval. The Board shall consider amendments to the Project and Finance Plan on its own initiative or upon submission by the City Council, but amendments considered by Board shall not take effect unless and until adopted by City Council.

(e) Directors shall not receive any salary or other compensation for their services as directors.

(f) Members of the Board shall be appointed for terms of two years. The terms of the Board members may be staggered. The City Council may remove and replace Board members at any time during a term.

(g) The initial Board shall be six members and the following shall be members:

1. City Councilmember, Place 1
2. City Councilmember, Place 2
3. City Councilmember, Place 3
4. City Councilmember, Place 4
5. City Councilmember, Place 5
6. City Councilmember, Place 6

The City Council hereby appoints Mayor Pro-Tem to serve as chairman of the Board during the time the initial Board is serving. Each year the City shall appoint one member of the Board to serve as chairman for a term of one year that begins on January 1 of the year. If City Council does not appoint a chairman during that period, the Mayor Pro-Tem is automatically appointed to serve as chairperson for the term that begins on January 1 of the following year. The Board may elect a vice-chairman to preside in the absence of the chairman or when there is a vacancy in the office of chairman. The Board may elect other officers as it considers appropriate.

SECTION 5. DURATION OF THE ZONE.

That the Zone shall take effect immediately upon the passage and approval of this Ordinance, consistent with Section 311.004(a)(3) of the Act, and termination of the Zone shall occur upon any of the following: (i) on December 31, 2057; (ii) the cumulative amount of the City's contribution of the Tax Increment into the Tax Increment Fund or its subaccounts since the effective date of the Zone equals $15,351,333.00; or (iii) at such time, subsequent to the issuance of tax increment bonds, if any, that all project costs, tax increment bonds, notes and other obligations of the Zone, and the interest thereon, have been paid in full, in accordance with Section 311.017 of the Act.

SECTION 6. TAX INCREMENT BASE AND TAX INCREMENT.

Pursuant to Section 311.012(c) of the Act, the tax increment base of the City, or any other taxing unit participating in the Zone, is the total taxable value, as of January 1, 2021, of all real property

Attachment: Draft Ordinance (Sutton Fields East - TIRZ Creation)

taxable by the City or other taxing unit participating in the Zone and located in the Zone for the year in which the Zone was designated as a reinvestment zone (the "Tax Increment Base"). That consistent with Section 311.012(a) of the Act, the amount of the tax increment for a year is thirteen point two-two percent **(13.22%)** of real property taxes levied, assessed, and collected by the City and all or a portion of property taxes of other taxing units participating in the Zone and located in the Zone (as set forth in an agreement to participate in the Zone) for that year on the Captured Appraised Value (defined below) of real property taxable by City or other taxing unit participating in the Zone and located in the Zone (the "Tax Increment"). Consistent with Section 311.012(b) of the Texas Tax Code, as amended, the Captured Appraised Value of real property taxable by the City or other taxing unit participating in the Zone for a year is the total appraised value of all real property taxable by the unit and located in the Zone for that year less the Tax Increment Base (the "Captured Appraised Value").

SECTION 7. TAX INCREMENT FUND.

There is hereby created and established a "Tax Increment Fund" for the Zone that may be divided into subaccounts as authorized by subsequent ordinances, into which the Tax Increment of the City, as such increments are described in the Project and Finance Plan and includes administration costs, less any of the amounts not required to be paid into the Tax Increment Fund pursuant to the Act, are to be deposited. The Tax Increment Fund and any subaccounts shall be maintained at the affiliated depository bank of the City and shall be secured in the manner prescribed by law for funds of Texas cities. In addition, all revenues to be dedicated to and used in the Zone shall be deposited into the Tax Increment Fund from which money will be disbursed to pay project costs, plus interest, for the Zone, however excess funds may be transferred to the City's general fund as determined by the City.

SECTION 8. SEVERABILITY CLAUSE.

Should any provision, section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City of Celina hereby declares that it would have passed this Ordinance, and each provision, section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more provisions, sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 9. OPEN MEETINGS.

It is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting, as required by the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Attachment: Draft Ordinance (Sutton Fields East - TIRZ Creation)

SECTION 10. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the City Charter.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THIS THE 9th DAY OF NOVEMBER, 2021.

Mindy Koehne, Mayor Pro Tem

ATTEST:

David Amsler, Assistant City Secretary

Attachment: Draft Ordinance (Sutton Fields East - TIRZ Creation)

Exhibit A

Depiction and Metes and Bounds Description of the Zone

BEING that certain tract of land situated in the Jacob Rue Survey, Abstract No. 1109, and the Hiram Rue Survey, Abstract No. 1111, in Denton County, Texas, and being part of that certain tract of land described in deed to Jo Lynn Carey Ninemire, Laura Jean Carey Ninemire, and Mark Carlton Carey recorded in Document No. 2014-16824, of the Real Property Records of Denton County, Texas (RPRDCT), and being more particularly described as follows:

BEGINNING at a 60D nail in asphalt found in the approximate center of Parvin Road (undedicated public road), said nail being an ell corner of a line described in Boundary Line Agreement recorded in Instrument No. 2005-122140, RPRDCT, from which a 3/8-inch iron rod found bears North 89º11'44" West, a distance of 1163.46 feet;

THENCE North 00º41'45" East, with a line described in said Boundary Line Agreement, as located on a west line of said Carey tract, a distance of 2985.21 feet to a 1/2-inch iron rod found for corner;

THENCE North 89º13'31" East, with a line described in said Boundary Line Agreement, as located on the most northerly line of said Carey tract, a distance of 527.69 feet to a capped 5/8-inch iron rod found for corner;

THENCE North 89º13'50" East, with the most northerly line of said Carey tract, and the south line of that certain tract of land described in deed to Smiley Road, Ltd. recorded in Instrument No. 2006-2064, RPRDCT, a distance of 998.50 feet to a 1/2-inch iron rod found for corner at the most northerly northeast corner of said Carey tract, and the northwest corner of that certain tract of land described as First Tract in deed to Brice Jackson, Bobby C. Jackson, and Nolan P. Jackson recorded in Volume 4910, Page 2975 (Document No. 2001-R0089934), RPRDCT;

THENCE South 00º26'26" East, with the most northerly east line of said Carey tract and the west line of said Jackson tract, passing at a called distance of 3155.56 feet an interior ell corner of said Carey tract, continuing in all, a total distance of 3181.36 feet to a 3/8-inch iron rod found for corner in said approximate center of Parvin Road;

THENCE North 89º16'58" West, over and across said Carey tract, and with the approximate center of Parvin Road, a distance of 505.81 feet to a point for corner at the beginning of a tangent curve to the right;

THENCE northwesterly, continuing over and across said Carey tract, and said approximate center of Parvin Road, and with said curve having a central angle of 33º01'00", a radius of 350.00 feet, a chord which bears North 72º46'28" West, a chord distance of 198.91 feet, and an arc distance of 201.69 feet to the end of said curve, a point for corner;

Attachment: Draft Ordinance (Sutton Fields East - TIRZ Creation)

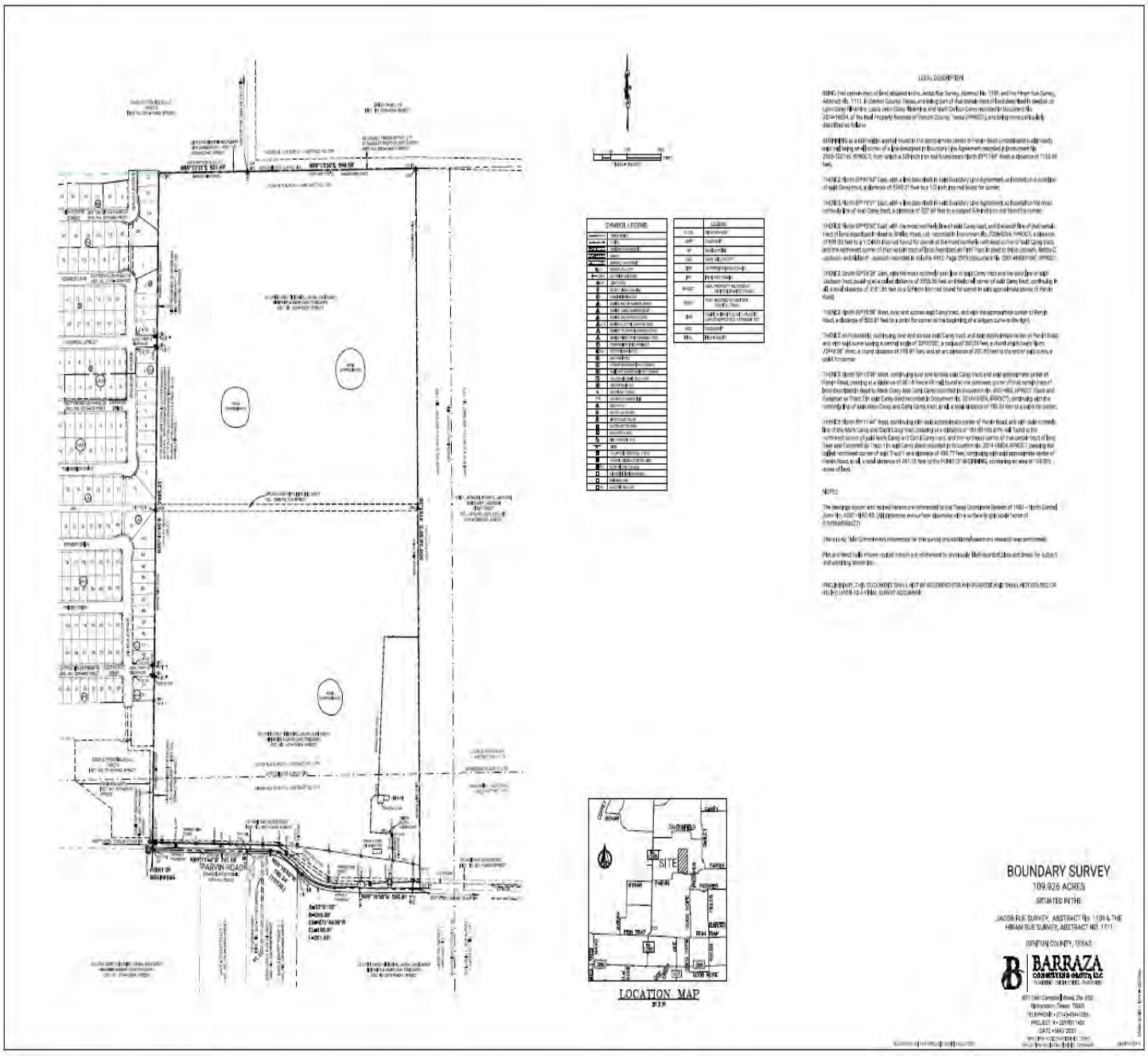
THENCE North 56º15’58” West, continuing over and across said Carey tract, and said approximate center of Parvin Road, passing at a distance of 38.18 feet a PK nail found at the northeast corner of that certain tract of land described in deed to Mark Carey and Cathi Carey recorded in Document No. 2007-985, RPRDCT (Save and Excepted as Tract 2 in said Carey deed recorded in Document No. 2014-16824, RPRDCT), continuing with the northerly line of said Mark Carey and Cathi Carey tract, in all, a total distance of 180.24 feet to a point for corner;

THENCE North 89º11’44” West, continuing with said approximate center of Parvin Road, and with said northerly line of the Mark Carey and Cathi Carey tract, passing at a distance of 181.00 feet a PK nail found at the northwest corner of said Mark Carey and Cathi Carey tract, and the northeast corner of that certain tract of land Save and Excepted as Tract 1 in said Carey deed recorded in Document No. 2014-16824, RPRDCT, passing the called northwest corner of said Tract 1 at a distance of 456.77 feet, continuing with said approximate center of Parvin Road, in all, a total distance of 741.18 feet to the POINT OF BEGINNING, containing an area of 109.926 acres of land.

Attachment: Draft Ordinance (Sutton Fields East - TIRZ Creation)

Exhibit B

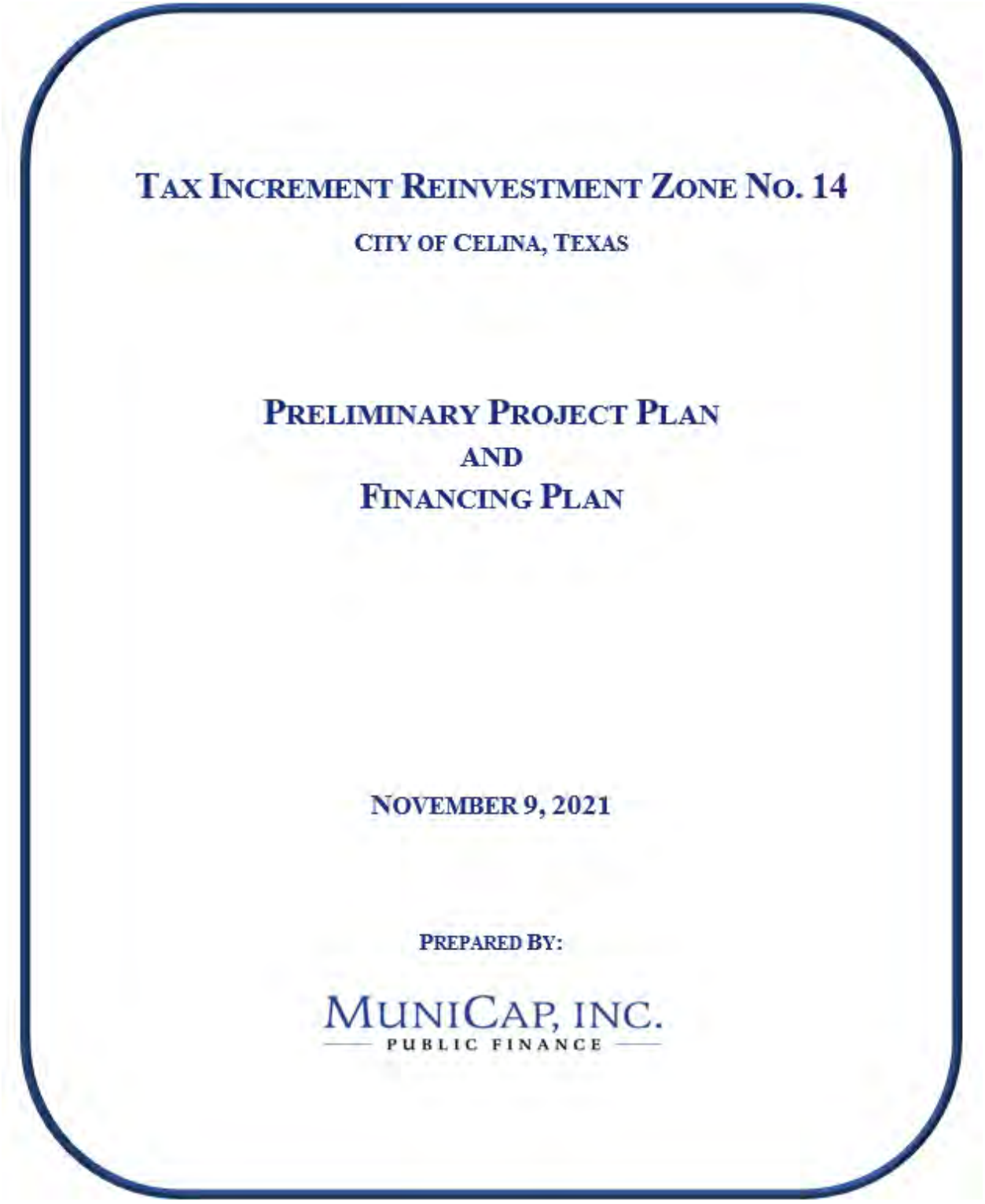
Depiction of Property Described in Exhibit A



Attachment: Draft Ordinance (Sutton Fields East - TIRZ Creation)

Exhibit C

Preliminary Project Plan and Finance Plan



Attachment: Draft Ordinance (Sutton Fields East - TIRZ Creation)

TAX INCREMENT REINVESTMENT ZONE NO. 14

CITY OF CELINA, TEXAS

PRELIMINARY PROJECT PLAN AND FINANCING PLAN

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Attachment: Draft Ordinance (Sutton Fields East - TIRZ Creation)

EXHIBIT C-1 - PROJECTED ABSOPRTION

EXHIBIT C-2 - PROJECTED ASSESSED VALUE

EXHIBIT C-3 - PROJECTED INCREMENTAL ASSESSED VALUE & INCREMENTAL REAL PROPRTY TAXES

EXHIBIT D - MAP AND DESCRIPTION OF THE PROPOSED USES OF THE PROPERTY (CURRENT CONCEPT PLAN)

EXHIBIT E - LIST OF PARCELS IN THE ZONE

EXHIBIT F - PROJECT COSTS

EXHIBIT G - MAP OF PUBLIC IMPROVEMENTS

EXHIBIT H - CURRENT APPRAISED VALUE OF THE ZONE (BASE YEAR)

EXHIBIT I - DEVELOPMENT STANDARD

Attachment: Draft Ordinance (Sutton Fields East - TIRZ Creation)

1. INTRODUCTION

1.1. AUTHORITY AND PURPOSE

The City of Celina, Texas, a Texas home rule municipality (the "City"), has the authority under Chapter 311, Texas Tax Code, as amended (the "Act") to designate a contiguous or noncontiguous geographic area within the corporate limits of the City and within the extraterritorial jurisdiction of the City as a tax increment reinvestment zone to promote development or redevelopment of the area if the governing body of the City (the "City Council") determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future, that the tax increment reinvestment zone is feasible, and that creation of the tax increment reinvestment zone is in the best interest of the City and the property in the tax increment reinvestment zone. The purpose of a tax increment reinvestment zone is to facilitate such development or redevelopment by financing the costs of public works, public improvements, programs, and other projects benefiting the tax increment reinvestment zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

1.2. ELIGIBILITY REQUIREMENTS

Except as provided in the Act, an area may be designated as a tax increment reinvestment zone if such area is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City. The City cannot, however, designate a zone if more than 30% of the property in the proposed zone, excluding property that is publicly owned, is "used for residential purposes" (defined by the Act as follows: "... property is used for residential purposes if it is occupied by a house having fewer than five living units ...") or if the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds 50% of the total appraised value of taxable real property in the City and in industrial districts created by the City.

The Zone. By City Council action on November 9, 2021, the City created a tax increment reinvestment zone to be known as "Tax Increment Reinvestment Zone No. 14, City of Celina" (the "Zone" or "TIRZ") that includes approximately 109.926 acres depicted on **Exhibit A** and described on **Exhibit B** (the "Property"). The Property meets the eligibility requirements of the Act. The Property is undeveloped, and due to its size, location, and physical characteristics, development will not occur solely through private investment in the foreseeable future. The Property substantially impairs and arrests the sound growth of the City because it is predominately underdeveloped due to factors such as no public infrastructure and the need for economic incentives to attract development to the Zone for the purpose of providing long-term economic benefits including, but not limited to, increased real property tax base for all taxing units in the Zone, increased sales and use tax for the City and the State of Texas, and increased job opportunities for residents of the City and the region. If the public works, public improvements, programs, and other projects are financed as contemplated by the Final Plan (hereinafter defined), the City envisions that the Property will be developed to take full advantage of the opportunity to bring to the City and to all of the region quality developments.

Attachment: Draft Ordinance (Sutton Fields East - TIRZ Creation)

1.3. PRELIMINARY PLAN; HEARING

Before the City adopted the ordinance designating the Zone, the City Council prepared a preliminary reinvestment zone financing plan in accordance with the Act and, on November 9, 2021, held a public hearing on the creation of the proposed zone and its benefits to the City and to the Property, at which public hearing interested persons spoke for and against the creation of the Zone, the boundaries of the Zone, and the concept of tax increment financing, and at which hearing the owners of the Property (collectively the "Owners") were given a reasonable opportunity to protest the inclusion of the Property in the Zone. The requirement of the Act for a preliminary reinvestment zone financing plan was satisfied by the preliminary plan dated November 9, 2021 (the "Preliminary Plan"), the purpose of which is to describe, in general terms, the public works, public improvements, programs, and other projects that will be undertaken and financed by the Zone. A description of how such public works, improvements, programs, and projects are to be undertaken and financed will be determined by the Final Plan and by the Development Agreement (both hereinafter defined), which require approval by the Board (hereinafter defined) and by the City Council.

1.4. CREATION OF THE ZONE

Subsequent to the above-referenced public hearing, the City Council adopted Ordinance No. _____ on November 9, 2021 (the "Creation Ordinance") in accordance with the Act creating the Zone after the City Council found that development or redevelopment of the Property would not occur solely through private investment in the reasonably foreseeable future, that the Zone is feasible, and that creation of the Zone is in the best interest of the City and the Property. The ordinance creating the Zone appointed a Board of Directors for the Zone initially consisting of six (6) members (the "Board").

1.5. BOARD RECOMMENDATIONS

Upon the creation of the Zone, the Board, during its _____, 2021, meeting, reviewed the *Final Project and Finance Plan for Tax Increment Reinvestment Zone No. 14, City of Celina* (the "Final Plan"), and approved and recommended to the City Council the Final Plan, pursuant to which the City will contribute a portion of the ad valorem tax increment (the "Tax Increment") attributable to new development in the Zone into a tax increment fund created by the City and segregated from all other funds of the City (the "TIRZ Fund") to the costs of public works, public improvements, programs, and other projects benefiting the Zone/

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Attachment: Draft Ordinance (Sutton Fields East - TIRZ Creation)

1.6. Council Action

The City Council, taking into consideration the recommendations of the Board, is anticipated to consider and approve the Final Plan on _____, 20__.

1.7. Summary of Results

As real property taxes are generated on an ad valorem basis from assessed values, it is first necessary to estimate the future assessed value resulting from the Zone. This plan provides assessed value information based on the following:

- The development is completed as proposed by MM Sutton Fields East LLC, a Texas limited liability company (the "Developer");
- The units are sold according to the development pace estimated by the Developer, as summarized in subsequent sections of this Preliminary Plan;
- The real property tax rate remains static at the fiscal year 2021 level in future years;
- The Zone is anticipated to include the 109.926 acres comprising the Property; and
- The City has committed to use **13.22%** of the incremental revenues generated from the Property.

In summary, the TIRZ financing analysis indicates that, assuming one percent (1%) annual inflation through 2056 (and after completion of all phases), the Zone is estimated to have an incremental value of $208,547,883 as of January 1, 2057.

Table 1-A below provides the projected total and incremental assessed value for the Zone in 2057. Refer to **Exhibit C**, attached hereto, for more information on the projected incremental value for each year.

Table 1-A
Projected Assessed Values

Year	Projected Value	Base Value[(a)]	Incremental Value
2057	$208,567,840	$19,957	$208,547,883

(a) The base value of $19,947 represents the allocable share of the 2021 taxable assessed value shown in DCAD records allocated based on the proportional acreage of the applicable parcels within the Zone.

The assessed values displayed in Table 1-A above are the basis for estimating incremental real property taxes. The projected incremental taxes are shown in Table 1-B on the following page. The Property is anticipated to be fully built out by December 2027, and such fully built-out values are anticipated to be reflected in the 2028 property appraisal and the related incremental taxes will become fully available on taxes dues as of January 2029. The new proposed development could not occur without the Public Improvements (as defined herein) required to be constructed within the Zone. The total projected value of the new development at build-out as of January 1, 2028 is $156,288,673 with an incremental value of $156,268,716. Table 1-B illustrates the projected assessed value for taxes due as January 2028, assuming one percent (1%) annual inflation.

Attachment: Draft Ordinance (Sutton Fields East - TIRZ Creation)

Table 1-B
Projected Incremental Tax Revenue

Jurisdiction	Total Projected Appraised Value at Buildout as of January 1, 2028	Base Value[(a)]	Total Projected Incremental Appraised Value at Buildout as of January 1, 2028	Total Projected Incremental Tax Revenue as of January 31, 2029
City of Celina	$156,288,673	$19,957	$156,268,716	$1,007,933

(a) The base value of $19,947 represents the allocable share of the 2021 taxable assessed value shown in DCAD records allocated based on the proportional acreage of the applicable parcels within the Zone

Refer to **Exhibit C** for projected tax increment revenues for each year.

The financing plan for the categories of public works and public improvements (the "Public Improvements") contemplates the issuance of special revenue bonds by the City secured by special assessments ("PID Assessments") levied on property within the Sutton Fields East Public Improvement District (the "PID"). The bonds secured by the PID Assessments are referred to as the "PID Bonds" and the total estimated par amount is $10,605,000.

A portion of the total Public Improvement costs are proposed to be funded with the PID Bonds. As a result, real property tax increment revenues will be used to pay a portion of the Project Costs by offsetting the PID Assessments imposed on the property within the PID.

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Attachment: Draft Ordinance (Sutton Fields East - TIRZ Creation)

2. ASSESSMENT AND TAX COLLECTION PROCEDURES

2.1 AUTHORITY AND PURPOSE

Pursuant to Texas Tax Code, all taxable property is appraised at its market value as of January 1 of each year. Each county in Texas is served by an appraisal district, which determines the value of all that county's taxable property. Generally, local governments that collect property taxes, such as counties, cities and school districts, are members of the appraisal district.

2.2 METHODOLOGY

Each county appraisal district determines the value of all taxable property within the county boundaries. Tax Code Section 25.18 requires appraisal districts to reappraise all property in its jurisdiction at least once every three years. Tax Code Section 23.01 requires that appraisal districts comply with the Uniform Standards of Professional Appraisal Practice if mass appraisal is used and that the same appraisal methods and techniques be used in appraising the same or similar kinds of property. Individual characteristics that affect the property's market value must be evaluated in determining the property's market value.

Before appraisals begin, the appraisal district compiles a list of taxable property. The list contains a description and the name and address of the owner for each property. In a mass appraisal, the appraisal district then classifies properties according to a variety of factors, such as size, use and construction type. Using data from recent property sales, the appraisal district appraises the value of typical properties in each class. Taking into account differences such as age or location, the appraisal district uses typical property values to appraise all the properties in each class.

With few exceptions, Tax Code Section 23.01 requires taxable property to be appraised at market value as of January 1. Market value is the price at which a property would transfer for cash or its equivalent under prevailing market conditions if:

- it is exposed for sale in the open market with a reasonable time for the seller to find a purchaser;
- both the seller and the purchaser know of all the uses and purposes to which the property is adapted and for which it is capable of being used and of the enforceable restrictions on its use; and
- both the seller and purchaser seek to maximize their gains and neither is in a position to take advantage of the exigencies of the other.

Source: https://comptroller.texas.gov/taxes/property-tax/valuing-property.php

2.3 APPEALS

According to the Denton County Appraisal District ("DCAD"), property owners may utilize the DCAD appeal procedures if they have a concern about:

Attachment: Draft Ordinance (Sutton Fields East - TIRZ Creation)

- the market or appraised value of the property;
- unequal appraisal of the property compared to other properties;
- the inclusion of the property on the appraisal roll;
- any exemptions that may apply to the property owner;
- the qualification for an agricultural or timber appraisal;
- the taxable status of the property;
- the local governments which should be taxing the property;
- the ownership of property;
- a change of use of land receiving special appraisal; and/or
- any action taken by the chief appraiser, DCAD or Appraisal Review Board ("ARB") that applies to and adversely affects the property.

If property owners cannot resolve their concern informally with the DCAD staff, they may have their cases heard by the ARB. The ARB is an independent board of citizens that review problems with appraisals or other concerns listed above. It has the power to order the DCAD to make the necessary changes to solve problems. If a property owner files a written request for an ARB hearing (called a notice of protest) on or before May 31 (or 30 days after the notice of appraised value was mailed to the property owner, whichever is later), the ARB will set the case for a hearing. The property owner will receive written notice of the time, date, and place of the hearing. After it decides the case, the ARB must send them a copy of its order by certified mail. If the property owner is not satisfied with the decision, it has the right to appeal. If it chooses to go to court, the property owner must start the process by filing a petition within 60 days of the date it receives the ARB's order. In certain cases, as an alternative to filing an appeal in district court, the property owner may file not later than the 45th day after it receives notice of the ARB order a request for binding arbitration with the DCAD. In certain cases, originating in certain counties, as an alternative to filing an appeal in district court, the property owner may appeal to the State Office of Administrative Hearings (SOAH). An appeal to SOAH is initiated by not later than the 30th day after the property owner receives notice of the ARB's order by filing with the chief appraiser of the DCAD a notice of appeal.

2.4 Taxation Procedures

The assessment and property tax process for each tax year includes the steps shown in Table 2-A on the following page.

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Attachment: Draft Ordinance (Sutton Fields East - TIRZ Creation)

Table 2-A
Property Tax Timeline

Date(s)	Event
January 1	CADs are required to appraise property on this date. A lien attaches to each taxable property to ensure property tax payment.
January 1 - April 30	CAD completes appraisals and processes applications for exemptions.
April - May	Appraisal districts send notices of appraised value.
May 1	Appraisal review board begins hearing protests from property owners.
July 1	Local taxing units may impose additional penalties for legal costs related to collecting unpaid taxes.
August - September	Local taxing units adopt tax rates.
October 1	Local taxing units (or county tax assessor-collector, acting on their behalf) begin sending tax bills to property owners.
January 1	Taxes due to local taxing units (or county tax assessor-collector, if acting on their behalf).
February 1	Local taxing units begin charging penalty and interest for unpaid tax bills.

2.5 Penalties and Interest

According to the Texas Comptroller, if taxes are not paid by January 31st, penalties and interest will accrue are shown in Table 2-B.

Table 2-B
Penalties and Interest

If Tax Paid In:	Penalty		Interest		Total
February	6%	+	1%	=	7%
March	7%	+	2%	=	9%
April	8%	+	3%	=	11%
May	9%	+	4%	=	13%
June	10%	+	5%	=	15%
July	12%	+	6%	=	18%

Penalties reach a maximum of 12% and interest of 1% is added each month after the due date. All real property accounts not paid in full by June 30th of the year in which they become delinquent will be referred to the delinquent tax attorney for enforced collection and will incur an additional penalty equal to 15% - 20% of the total taxes, penalties, and interest due.

2.6 Tax Sale

According to the Denton County Tax Collector's website, tax sales are held once orders of sale are issued from the district courts in reference to tax judgments for delinquent taxes. Real property being sold as a result of a foreclosure to satisfy delinquent taxes is required by Texas law to be sold on the first Tuesday of the month. All counties have sales on the same day.

Attachment: Draft Ordinance (Sutton Fields East - TIRZ Creation)

2.7 TAX RATES

Tax rates are set on an annual basis by the City. For fiscal year 2021, the real property tax rate in the City is $0.645 per $100 of assessed value.

The City tax rates have fluctuated in past years. It is likely that the tax rate will continue to change overtime; for purposes of this study, however, it is assumed that the tax rate will remain at its current level in future years.

Table 2-C below provides historical tax rates from fiscal years 2015 to 2021.

Table 2-C
Historical Tax Rates 2015-2021

Fiscal Year	City Tax Rate Per $100 Assessed Value (M&O)	City Tax Rate Per $100 Assessed Value (I&S)	City Tax Rate Per $100 Assessed Value (Total)
2015-16	0.433512	0.211488	0.645000
2016-17	0.423269	0.221731	0.645000
2017-18	0.427800	0.217200	0.645000
2018-19	0.385416	0.259584	0.645000
2019-20	0.453683	0.191317	0.645000
2020-21	0.453125	0.191875	0.645000
2021-22	0.429385	0.215615	0.645000

Source: DCAD and City of Celina website.

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Attachment: Draft Ordinance (Sutton Fields East - TIRZ Creation)

3. PROJECT PLAN

3.1. DESCRIPTIONS AND MAPS

Existing Uses and Conditions. The Property in the Zone is contiguous to the City's corporate limits and is currently located within the City's extraterritorial jurisdiction. The Property is comprised of 109.926 acres.

The Property is undeveloped, and there is limited public infrastructure to support development. Development will require public infrastructure that: (1) the City cannot provide; and (2) will not be provided solely through private investment in the foreseeable future. A map of the Property and the Zone are shown on **Exhibit A**.

Proposed Uses. Once annexed into the City, the Property will be zoned consistent with the development standards (the "Development Standards"), which are included in that certain Sutton Fields East Development Agreement between the Developer and the City, effective October 15, 2021, and which are also attached herein as **Exhibit I** (the "Development Agreement"). A map of the Property is shown on **Exhibit A** and description of the proposed uses within the Property are shown on Table 3-A below and shown on **Exhibit D.**

Table 3-A
Description of Proposes Uses

Property Type	Estimated Completion	Quantity	Measurement
Single-Family - 60 Ft	2026	87	Units
Single-Family - 50 Ft	2027	363	Units
Total		450	

Metes and Bounds Description. Metes and bounds descriptions of the various tracts that comprise the Property are provided on **Exhibit B**. The list of Parcels in the Zone is shown in **Exhibit E.**

3.2. PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES AND REGULATIONS

Development of the Property will involve only those changes established by the City pursuant to the applicable Development Standards.

3.3. ESTIMATED NON-PROJECT COSTS

Non-project costs are funds that will be spent to develop in the Zone but will not be financed by the Zone. There are significant Non-project costs which are estimated at approximately $3,650,135 for the total property within the Zone.

Attachment: Draft Ordinance (Sutton Fields East - TIRZ Creation)

3.4. Relocation of Displaced Persons

No persons will be displaced or relocated due to the creation of the Zone or implementation of the Final Plan.

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Attachment: Draft Ordinance (Sutton Fields East - TIRZ Creation)

4. FINANCING PLAN

4.1. ESTIMATED PROJECT COSTS

The total project costs of the Zone (the "Project Costs") include the Administrative Costs defined below and the costs of the initial Public Improvements as well as related interest expense are estimated to be approximately $15,351,333 (the "Maximum TIRZ Contribution Amount"), as set forth in **Exhibit F**. The Project Costs for administration of the Zone shall be the actual, direct costs paid or incurred by or on behalf of the City to administer of the Zone (the "Administrative Costs"). The Administrative Costs include the costs of professional services, including those for planning, engineering, and legal services paid by or on behalf of the City. The Administrative Costs also include organizational costs, including the costs of conducting studies, the cost of publicizing the creation of the Zone, and the cost of implementing the project plan for the Zone paid by or on behalf of the City. The Administrative Costs shall be paid each year from the TIRZ Fund before any other Project Costs are paid.

4.2. PROPOSED PUBLIC IMPROVEMENTS

Categories of Public Improvements. The Public Improvements that are proposed to be financed within the Zone are as follows: water and wastewater improvements, sanitary and storm sewer improvements, road, paving, and landscape and irrigation improvements. All Public Improvements shall be designed and constructed in accordance with the applicable City and/or Mustang Special Utility District (the "District") standards and shall be reviewed, inspected, approved, and accepted by the City and/or the District, respectively. At the discretion of the City, some of the Public Improvements that are to be financed with the TIRZ Increments may be owned by the City and/or the District, but maintained by a homeowners' association as may be agreed by the City from time to time.

Locations of Public Improvements. The estimated locations of the proposed Public Improvements to be constructed within the Zone, as further described in the Service and Assessment Plan for the PID, are shown in **Exhibit G**. These locations are provided for informational purposes only and may be revised by City Staff without amending the Final Plan.

The categories of Public Improvements that are proposed to be financed within the Zone may include the economic development grant.

4.3. ECONOMIC FEASIBILITY

The development is proposed to be developed on vacant land. As shown in **Exhibit H**, the current aggregate taxable assessed value of the property in the development based on the proportional acreage of the applicable parcels is $19,957 (shown as assessed value in the DCAD records). The development is projected to be fully built out by December 2027 based on the preliminary absorption estimated by the Developer.

Attachment: Draft Ordinance (Sutton Fields East - TIRZ Creation)

For purposes of this Plan, economic feasibility has been evaluated over the term of the Zone based on the projected taxable value growth as shown in the projected absorption, projected incremental assessed values and projected incremental taxes shown in **Exhibit C**. This evaluation focuses only on 'direct' financial benefits (i.e., projected tax revenues from new development in the Zone) of the Public Improvements to be constructed within the Zone and does not take into consideration the potential 'multiplier effect' of this development towards new development outside the Zone and the non-property tax revenue-related benefits like job creation to the properties within and outside of the Zone. The new proposed development could not occur without the Public Improvements required to be constructed within the Zone. The total projected value of the new development at build-out as of January 1, 2028 is $156,288,673, with an incremental value of $156,268,716. The new development is projected to generate approximately $1,358,586 in annual projected incremental real property taxes and approximately $37,628,589 during the anticipated term of the Zone as shown in Table 4-A below.

Table 4-A
Projected Incremental Tax Revenue

Jurisdiction	Total Projected Incremental Appraised Value as of January 1, 2056	Total Projected Annual Incremental Tax Revenue (Due by January 31, 2057)	Total Projected Incremental Tax Revenue during the Term of the TIRZ
City of Celina	$208,567,840	$1,345,134	$37,628,589

Approximately 86.78% of the new tax revenue generated from the new development within the Zone will be retained by the City. The remaining approximately 13.22% of the new tax revenue generated by the new development within the Zone will be available to pay for Project Costs until the earlier of (i) Maximum TIRZ Contribution Amount is paid, or (ii) the term of the Zone expires in 2057. Upon expiration or termination of the Zone, 100% of all tax revenue generated within the Zone will be retained by the City.

These projections assume a one percent (1%) annual property value inflation factor. As shown in **Exhibit C-3**, the total anticipated Maximum TIRZ Contribution Amount towards the Public Improvements is projected to be $15,351,333. As a result, the TIRZ is anticipated to generate $22,277,256 (i.e. $37,628,589 - $15,351,333) in excess incremental real property taxes during the anticipated term of the Zone for payment of costs of the City, demonstrating economic feasibility of the proposed TIRZ structure.

Table 4-B on the following page shows the projected Maximum TIRZ contribution by each participating jurisdiction.

Attachment: Draft Ordinance (Sutton Fields East - TIRZ Creation)

Table 4-B
Projected Maximum TIRZ Contribution

Jurisdiction	Total Projected Incremental Tax Revenue during the Term of the TIRZ[(a)]	Total Projected Incremental Tax Revenue Available for payment of Project Costs (Maximum TIRZ Contribution Amount) [(b)]	Total Projected Incremental Tax Revenue Retained by the City[(c)]
City of Celina	$37,628,589	$15,351,333	$22,277,256

[(a)] Represents the projected incremental tax revenues generated from the Property.
[(b)] Represents the total projected incremental tax revenue available for the payment of the Project Costs.
[(c)] Represents the total projected incremental tax revenue available for the City assuming the Maximum TIRZ Contribution is paid out.

4.4. TIRZ Participation Level

For properties within the TIRZ, 13.22% of the total City incremental real property tax revenue will be pledged to the TIRZ Fund as shown in Table 4-C below.

Table 4-C
TIRZ Participation by Entity

Jurisdiction	TIRZ Participation level
City of Celina	13.22%

4.5. Estimated Bonded Indebtedness

The 109.926 acres comprising the Zone will also be located within the PID. It is anticipated that PID Bonds or other similar debt obligations may be incurred in 2021 or 2022, in which a credit in the amount equal to 13.22% of the City total incremental real property tax revenue for properties within the Zone will be made to offset the PID Assessment imposed on the property in the PID.

4.6. Estimated Time for Costs or Obligations

The Project Costs are estimated to be incurred within 48 months. The Administrative Costs will be incurred annually and will continue to be collected until all Project Costs are reimbursed or the term of the Zone has expired.

4.7. Method of Financing

The City, in the future, will pay (using the TIRZ funds) the Project Costs as annual TIRZ contributions paid to the Developer. The Final Plan shall obligate the City to pay from the TIRZ Fund annual TIRZ contributions related to the Project Costs, which shall be reviewed and approved by the City. Funds deposited into the TIRZ Fund shall always first be applied to pay the Administrative Costs. After the Administrative Costs have been paid, funds in the TIRZ Fund shall

Attachment: Draft Ordinance (Sutton Fields East - TIRZ Creation)

next be used to pay or reimburse the Project Costs. All payments of Project Costs shall be made solely from the TIRZ Fund and from no other funds of the City unless otherwise approved by the respective governing body, and the TIRZ Fund shall only be used to pay the Project Costs. The Final Plan shall obligate the City to deposit into the TIRZ Fund each year for the duration of the Zone a portion of the Tax Increment calculated as a millage rate per $100 of taxable assessed value in the Zone that equals 13.22% of taxable assessed value in the Zone from the City incremental property taxes collected in the Zone for years one through thirty-six (1-36).

4.8. Total Appraised Value

The current preliminary total taxable assessed value of taxable real property in the Zone is $19,957 as shown in **Exhibit H**. It is estimated that upon expiration of the term of the Zone, the total appraised value of taxable real property in the Zone is estimated to be $208,567,840.

4.9. Estimated Captured Appraised Value Taxable by the City

The captured appraised value of the Property taxable by the City for a year is the total taxable value of the Property for that year less the tax increment base of the Property. The tax increment base of the Property is the total taxable value of the Property for the year in which the Zone was designated. If the Zone is created during calendar year 2021, the tax increment base of the Property will be $19,957 as shown in **Exhibit H**.

4.10. Duration of the Zone; Termination

The stated term of the Zone shall be thirty-six (36) years and commence on November 9, 2021 (base value as of January 1, 2021), and shall continue until December 31, 2057, unless otherwise terminated in accordance with this section and the Act. The City shall have the right to terminate the Zone prior to the expiration of its stated term if all of the Project Costs have been paid. If upon expiration of the stated term of the Zone, Project Costs have not been paid, the City has no obligation to pay the shortfall. The provisions of this section shall be included in the ordinance that creates the Zone. Nothing in this section is intended to prevent the City from extending the term of the Zone in accordance with the Act.

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Attachment: Draft Ordinance (Sutton Fields East - TIRZ Creation)

5. ASSUMPTION AND LIMITATIONS

The valuation of property for real property tax purposes is determined by the DCAD. This plan attempts to estimate how the DCAD may estimate the value of the subject properties in the future. The values estimated by the DCAD will almost certainly differ from the estimates included in this report. Values can change significantly over time, and these changes can be significantly higher or lower than values in previous years. Determining property values for tax purposes is not as straight forward or as simple as the analysis in this report. Many factors not considered in this report may impact actual future values. Furthermore, property values are not likely to be consistent from year to year.

The DCAD often relies on market data to estimate the value of property. Property values can be appealed, competition can be greater, national or local market conditions can change; in short, there are many factors that can affect the valuation of property. These factors make the projection of future values an imprecise exercise. The successful development of the subject properties is critical to the values estimated in the report.

This report has assumed property taxes are paid as due. This report does not include an analysis to determine if the owners of property within the Zone will be able or willing to pay property taxes or if the tax collector will be able to collect unpaid taxes. The actual delinquencies in the payment of real property taxes in the Zone will likely be different than assumed in this report and a significant increase in the failure to pay property taxes would materially affect the tax increment revenues available for the payment of Project Costs.

This report estimates future tax increment revenues based on current real property tax rates. Scenarios do not assume real property tax rates in the future will be different than tax rates for fiscal year 2021 as shown in Table 2-C. Real property tax rates have varied over the years and have declined over the years. Real property tax rates will likely vary significantly in future years and be different than assumed in this report and a significant decrease in real property tax rates could materially affect the tax increment revenues available for the payment of Project Costs.

This report includes projections of tax increment revenues based on zero percent annual appreciation for real property. Changes in values will not be consistent from year to year. Future values are estimated based on values in 2021. Values in any future year may be less than values in 2021.

This report assumes that the subject properties will be developed as projected in this report. A delay in the development of properties or changes to the program of development would reduce tax increment revenues during the years of the delay and could result in there being inadequate tax increment revenues to pay the Project Costs. No analysis has been conducted to determine if the subject properties are likely to be developed as projected.

Numerous sources of information were relied on in the preparation of this report. These sources are believed to be reliable; however, no effort has been made to verify information obtained from other sources.

Attachment: Draft Ordinance (Sutton Fields East - TIRZ Creation)

In summary, this report necessarily incorporates numerous estimates and assumptions with respect to property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions will inevitably not materialize, and unanticipated events and circumstance will occur. As a result, actual results will vary from the estimates in this report and the variations may be material.

Other assumptions made in the preparation of this report and limiting conditions to this report are as follows:

1. There are no zoning, building, safety, environmental or other federal, state, or local laws, regulations, or codes that would prohibit or impair the development, marketing or operation of the subject properties in the manner contemplated in this report, and the subject properties will be developed, marketed and operated in compliance with all applicable laws, regulations, and codes.

2. No material changes will occur in (a) any federal, state or local law, regulation or code affecting the subject properties or (b) any federal, state or local grant, financing or other program to be utilized in connection with the subject properties.

3. The local, national and international economies will not deteriorate and there will be no significant changes in interest rates or in rates of inflation or deflation.

4. The subject properties will be served by adequate transportation, utilities and governmental facilities.

5. The subject properties will not be subjected to any war, energy crises, embargo, strike, earthquake, flood, fire or other casualty or act of God.

6. The subject properties will be developed, marketed, and operated in a highly professional manner.

7. There are no existing, impending or threatened litigation that could hinder the development, marketing, or operation of the subject properties.

8. MuniCap, Inc. does not have expertise in and has no responsibility for legal, environmental, architectural, geologic, engineering, and other matters related to the development and operation of the subject properties.

9. The City will annex the Property in the Zone that is currently located within the extraterritorial jurisdiction of the City in fiscal year 2022.

Attachment: Draft Ordinance (Sutton Fields East - TIRZ Creation)

6. LIST OF EXHIBITS

Unless otherwise stated, all references to "Exhibits" contained in this Preliminary Plan shall mean and refer to the following exhibits, all of which are attached to and made a part of this Preliminary Plan for all purposes.

Exhibit A	Map of the Property and TIRZ Zone
Exhibit B	Metes and Bounds Description of Property in the Zone
Exhibit C-1	Projected Absorption
Exhibit C-2	Projected Assessed Value
Exhibit C-3	Projected Incremental Assessed Values and Incremental Real Property Taxes
Exhibit D	Map and Description of the Proposed Uses of the Property (Current Concept Plan)
Exhibit E	List of Parcels in the Zone
Exhibit F	Project Costs
Exhibit G	Map of Public Improvements
Exhibit H	Current Appraised Value of the Zone (Base Year)
Exhibit I	Development Standards

Attachment: Draft Ordinance (Sutton Fields East - TIRZ Creation)

EXHIBIT A
MAP OF THE PROPERTY AND TIRZ ZONE

Attachment: Draft Ordinance (Sutton Fields East - TIRZ Creation)

AREA LOCATION MAP

BARRAZA CONSULTING GROUP, LLC

SUTTON FIELDS EAST PUBLIC IMPROVEMENT DISTRICT

CELINA, DENTON COUNTY, TEXAS

SCALE: 1" = 3,000'

DATE: SEPT. 2021

Attachment: Draft Ordinance (Sutton Fields East - TIRZ Creation)

EXHIBIT B
METES AND BOUNDS DESCRIPTION OF THE PROPERTY

Attachment: Draft Ordinance (Sutton Fields East - TIRZ Creation)

PROPERTY METES AND BOUNDS DESCRIPTION

BEING that certain tract of land situated in the Jacob Rue Survey, Abstract No. 1109, and the Hiram Rue Survey, Abstract No. 1111, in Denton County, Texas, and being part of that certain tract of land described in deed to Jo Lynn Carey Ninemire, Laura Jean Carey Ninemire, and Mark Carlton Carey recorded in Document No. 2014-16824, of the Real Property Records of Denton County, Texas (RPRDCT), and being more particularly described as follows:

BEGINNING at a 60D nail in asphalt found in the approximate center of Parvin Road (undedicated public road), said nail being an ell corner of a line described in Boundary Line Agreement recorded in Instrument No. 2005-122140, RPRDCT, from which a 3/8-inch iron rod found bears North 89º11'44" West, a distance of 1163.46 feet;

THENCE North 00º41'45" East, with a line described in said Boundary Line Agreement, as located on a west line of said Carey tract, a distance of 2985.21 feet to a 1/2-inch iron rod found for corner;

THENCE North 89º13'31" East, with a line described in said Boundary Line Agreement, as located on the most northerly line of said Carey tract, a distance of 527.69 feet to a capped 5/8-inch iron rod found for corner;

THENCE North 89º13'50" East, with the most northerly line of said Carey tract, and the south line of that certain tract of land described in deed to Smiley Road, Ltd. recorded in Instrument No. 2006-2064, RPRDCT, a distance of 998.50 feet to a 1/2-inch iron rod found for corner at the most northerly northeast corner of said Carey tract, and the northwest corner of that certain tract of land described as First Tract in deed to Brice Jackson, Bobby C. Jackson, and Nolan P. Jackson recorded in Volume 4910, Page 2975 (Document No. 2001-R0089934), RPRDCT;

THENCE South 00º26'26" East, with the most northerly east line of said Carey tract and the west line of said Jackson tract, passing at a called distance of 3155.56 feet an interior ell corner of said Carey tract, continuing in all, a total distance of 3181.36 feet to a 3/8-inch iron rod found for corner in said approximate center of Parvin Road;

THENCE North 89º16'58" West, over and across said Carey tract, and with the approximate center of Parvin Road, a distance of 505.81 feet to a point for corner at the beginning of a tangent curve to the right;

THENCE northwesterly, continuing over and across said Carey tract, and said approximate center of Parvin Road, and with said curve having a central angle of 33º01'00", a radius of 350.00 feet, a chord which bears North 72º46'28" West, a chord distance of 198.91 feet, and an arc distance of 201.69 feet to the end of said curve, a point for corner;

THENCE North 56º15'58" West, continuing over and across said Carey tract, and said approximate center of Parvin Road, passing at a distance of 38.18 feet a PK nail found at the northeast corner of that certain tract of land described in deed to Mark Carey and Cathi Carey recorded in Document No. 2007-985, RPRDCT (Save and Excepted as Tract 2 in said Carey deed recorded in Document No. 2014-16824, RPRDCT), continuing with the northerly line of said Mark Carey and Cathi Carey tract, in all, a total distance of 180.24 feet to a point for corner;

THENCE North 89º11'44" West, continuing with said approximate center of Parvin Road, and with said northerly line of the Mark Carey and Cathi Carey tract, passing at a distance of 181.00 feet a PK nail found at the northwest corner of said Mark Carey and Cathi Carey tract, and the northeast corner of that certain tract of land Save and Excepted as Tract 1 in said Carey deed recorded in Document No. 2014-16824, RPRDCT, passing the called northwest corner of said Tract 1 at a distance of 456.77 feet, continuing with said approximate center of Parvin Road, in all, a total distance of 741.18 feet to the POINT OF BEGINNING, containing an area of 109.926 acres of land.

Attachment: Draft Ordinance (Sutton Fields East - TIRZ Creation)

EXHIBIT C
PROJECTED ABSORPTION, INCREMENTAL ASSESSED VALUES AND INCREMENTAL REAL PROPERTY TAXES

Attachment: Draft Ordinance (Sutton Fields East - TIRZ Creation)

Sutton Fields East PID
Celina, Texas

Exhibit C-1: Projected Absorption - All Phases[1]

Development Year Ending	Assessed As Of[2]	Single-Family - 60 Ft		Single-Family - 50 Ft		Total	
		Units	Cumulative	Units	Cumulative	Units	Cumulative
31-Dec-21	1-Jan-22	0	0	0	0	0	0
31-Dec-22	1-Jan-23	0	0	0	0	0	0
31-Dec-23	1-Jan-24	20	20	100	100	120	120
31-Dec-24	1-Jan-25	20	40	105	205	125	245
31-Dec-25	1-Jan-26	27	67	93	298	120	365
31-Dec-26	1-Jan-27	20	87	57	355	77	442
31-Dec-27	1-Jan-28	0	87	8	363	8	450
31-Dec-28	1-Jan-29	0	87	0	363	0	450
31-Dec-29	1-Jan-30	0	87	0	363	0	450
31-Dec-30	1-Jan-31	0	87	0	363	0	450
31-Dec-31	1-Jan-32	0	87	0	363	0	450
31-Dec-32	1-Jan-33	0	87	0	363	0	450
31-Dec-33	1-Jan-34	0	87	0	363	0	450
31-Dec-34	1-Jan-35	0	87	0	363	0	450
31-Dec-35	1-Jan-36	0	87	0	363	0	450
31-Dec-36	1-Jan-37	0	87	0	363	0	450
31-Dec-37	1-Jan-38	0	87	0	363	0	450
31-Dec-38	1-Jan-39	0	87	0	363	0	450
31-Dec-39	1-Jan-40	0	87	0	363	0	450
31-Dec-40	1-Jan-41	0	87	0	363	0	450
31-Dec-41	1-Jan-42	0	87	0	363	0	450
31-Dec-42	1-Jan-43	0	87	0	363	0	450
31-Dec-43	1-Jan-44	0	87	0	363	0	450
31-Dec-44	1-Jan-45	0	87	0	363	0	450
31-Dec-45	1-Jan-46	0	87	0	363	0	450
31-Dec-46	1-Jan-47	0	87	0	363	0	450
31-Dec-47	1-Jan-48	0	87	0	363	0	450
31-Dec-48	1-Jan-49	0	87	0	363	0	450
31-Dec-49	1-Jan-50	0	87	0	363	0	450
31-Dec-50	1-Jan-51	0	87	0	363	0	450
31-Dec-51	1-Jan-52	0	87	0	363	0	450
31-Dec-52	1-Jan-53	0	87	0	363	0	450
31-Dec-53	1-Jan-54	0	87	0	363	0	450
31-Dec-54	1-Jan-55	0	87	0	363	0	450
31-Dec-55	1-Jan-56	0	87	0	363	0	450
31-Dec-56	1-Jan-57	0	87	0	363	0	450
Total		87		363		450	

MuniCap, Inc. *ı Folder\tx-municap\texas\Celina\Sutton Fields East\Projections\[Sutton Fields East Projection No. 2.14.xlsx]VI-C*
26-Oct-21

[1]Provided by Developer.
[2]According to the Denton County Appraisal District property is assessed as of January 1 annually. During construction, the assessed value represents the portion of the building completed as of January 1. Assumes no assessed value during construction.

Attachment: Draft Ordinance (Sutton Fields East - TIRZ Creation)

Sutton Fields East PID
Celina, Texas

Exhibit C-2: Projected Assessed Value - All Phases

Development Year Ending	Assessed As Of[1]	1.0% Inflation Factor[2]	Single-Family - 60 Ft Units[3]	Single-Family - 60 Ft Value Per Unit[4]	Single-Family - 60 Ft Projected Assessed Value	Single-Family - 50 Ft Units[3]	Single-Family - 50 Ft Value Per Unit[4]	Single-Family - 50 Ft Projected Assessed Value	Total Projected Assessed Value
31-Dec-21	1-Jan-22	100%	0	$378,000	$0	0	$315,000	$0	$19,957
31-Dec-22	1-Jan-23	101%	0	$381,780	$0	0	$318,150	$0	$20,157
31-Dec-23	1-Jan-24	102%	20	$385,598	$7,711,956	100	$321,332	$32,133,150	$39,845,106
31-Dec-24	1-Jan-25	103%	40	$389,454	$15,578,151	205	$324,545	$66,531,687	$82,109,838
31-Dec-25	1-Jan-26	104%	67	$393,348	$26,354,337	298	$327,790	$97,681,498	$124,035,836
31-Dec-26	1-Jan-27	105%	87	$397,282	$34,563,517	355	$331,068	$117,529,199	$152,092,715
31-Dec-27	1-Jan-28	106%	87	$401,255	$34,909,152	363	$334,379	$121,379,522	$156,288,673
31-Dec-28	1-Jan-29	107%	87	$405,267	$35,258,243	363	$337,723	$122,593,317	$157,851,560
31-Dec-29	1-Jan-30	108%	87	$409,320	$35,610,826	363	$341,100	$123,819,250	$159,430,076
31-Dec-30	1-Jan-31	109%	87	$413,413	$35,966,934	363	$344,511	$125,057,443	$161,024,376
31-Dec-31	1-Jan-32	110%	87	$417,547	$36,326,603	363	$347,956	$126,308,017	$162,634,620
31-Dec-32	1-Jan-33	112%	87	$421,723	$36,689,869	363	$351,436	$127,571,097	$164,260,966
31-Dec-33	1-Jan-34	113%	87	$425,940	$37,056,768	363	$354,950	$128,846,808	$165,903,576
31-Dec-34	1-Jan-35	114%	87	$430,199	$37,427,336	363	$358,499	$130,135,276	$167,562,612
31-Dec-35	1-Jan-36	115%	87	$434,501	$37,801,609	363	$362,084	$131,436,629	$169,238,238
31-Dec-36	1-Jan-37	116%	87	$438,846	$38,179,625	363	$365,705	$132,750,995	$170,930,620
31-Dec-37	1-Jan-38	117%	87	$443,235	$38,561,421	363	$369,362	$134,078,505	$172,639,926
31-Dec-38	1-Jan-39	118%	87	$447,667	$38,947,036	363	$373,056	$135,419,290	$174,366,326
31-Dec-39	1-Jan-40	120%	87	$452,144	$39,336,506	363	$376,786	$136,773,483	$176,109,989
31-Dec-40	1-Jan-41	121%	87	$456,665	$39,729,871	363	$380,554	$138,141,218	$177,871,089
31-Dec-41	1-Jan-42	122%	87	$461,232	$40,127,170	363	$384,360	$139,522,630	$179,649,800
31-Dec-42	1-Jan-43	123%	87	$465,844	$40,528,441	363	$388,203	$140,917,856	$181,446,298
31-Dec-43	1-Jan-44	124%	87	$470,503	$40,933,726	363	$392,085	$142,327,035	$183,260,761
31-Dec-44	1-Jan-45	126%	87	$475,208	$41,343,063	363	$396,006	$143,750,305	$185,093,368
31-Dec-45	1-Jan-46	127%	87	$479,960	$41,756,494	363	$399,966	$145,187,808	$186,944,302
31-Dec-46	1-Jan-47	128%	87	$484,759	$42,174,059	363	$403,966	$146,639,686	$188,813,745
31-Dec-47	1-Jan-48	130%	87	$489,607	$42,595,799	363	$408,006	$148,106,083	$190,701,883
31-Dec-48	1-Jan-49	131%	87	$494,503	$43,021,757	363	$412,086	$149,587,144	$192,608,901
31-Dec-49	1-Jan-50	132%	87	$499,448	$43,451,975	363	$416,207	$151,083,016	$194,534,990
31-Dec-50	1-Jan-51	133%	87	$504,442	$43,886,494	363	$420,369	$152,593,846	$196,480,340
31-Dec-51	1-Jan-52	135%	87	$509,487	$44,325,359	363	$424,572	$154,119,784	$198,445,144
31-Dec-52	1-Jan-53	136%	87	$514,582	$44,768,613	363	$428,818	$155,660,982	$200,429,595
31-Dec-53	1-Jan-54	137%	87	$519,728	$45,216,299	363	$433,106	$157,217,592	$202,433,891
31-Dec-54	1-Jan-55	139%	87	$524,925	$45,668,462	363	$437,437	$158,789,768	$204,458,230
31-Dec-55	1-Jan-56	140%	87	$530,174	$46,125,147	363	$441,812	$160,377,665	$206,502,812
31-Dec-56	1-Jan-57	142%	87	$535,476	$46,586,398	363	$446,230	$161,981,442	$208,567,840

[1]According to the Denton County Appraisal District property is assessed as of January 1 annually. During construction, the assessed value represents the portion of the building completed as of January 1. Assumes no assessed value during construction.

[2]Assumes an annual inflation factor of 1%.

[3]See Exhibit C-1.

[4]Provided by developer.

Attachment: Draft Ordinance (Sutton Fields East - TIRZ Creation)

Sutton Fields East PID
Celina, Texas

Exhibit C-3: Projected Incremental Assessed Value & Incremental Real Property Taxes

Development Year Ending	Bond Year Ending	Inflation Factor[1]	Total Projected Assessed Value[2]	Base Value[3]	Estimated Incremental Value	City of Celina Real Property Tax Rate (Per $100 A.V.)[4]	Total Incremental Tax Revenues	Percent Available for Debt Service[5]	Total Available Incremental Tax Revenues
31-Dec-21	31-Dec-22	100%	$19,957	($19,957)	$0	$0.645000	$0	13.22%	$0
31-Dec-22	31-Dec-23	101%	$20,157	($19,957)	$200	$0.645000	$1	13.22%	$0
31-Dec-23	31-Dec-24	102%	$39,845,106	($19,957)	$39,825,149	$0.645000	$256,872	13.22%	$33,959
31-Dec-24	31-Dec-25	103%	$82,109,838	($19,957)	$82,089,881	$0.645000	$529,480	13.22%	$69,997
31-Dec-25	31-Dec-26	104%	$124,035,836	($19,957)	$124,015,879	$0.645000	$799,902	13.22%	$105,747
31-Dec-26	31-Dec-27	105%	$152,092,715	($19,957)	$152,072,758	$0.645000	$980,869	13.22%	$129,671
31-Dec-27	31-Dec-28	106%	$156,288,673	($19,957)	$156,268,716	$0.645000	$1,007,933	13.22%	$133,249
31-Dec-28	31-Dec-29	107%	$157,851,560	($19,957)	$157,831,603	$0.645000	$1,018,014	13.22%	$134,581
31-Dec-29	31-Dec-30	108%	$159,430,076	($19,957)	$159,410,119	$0.645000	$1,028,195	13.22%	$135,927
31-Dec-30	31-Dec-31	109%	$161,024,376	($19,957)	$161,004,419	$0.645000	$1,038,479	13.22%	$137,287
31-Dec-31	31-Dec-32	110%	$162,634,620	($19,957)	$162,614,663	$0.645000	$1,048,865	13.22%	$138,660
31-Dec-32	31-Dec-33	112%	$164,260,966	($19,957)	$164,241,009	$0.645000	$1,059,355	13.22%	$140,047
31-Dec-33	31-Dec-34	113%	$165,903,576	($19,957)	$165,883,619	$0.645000	$1,069,949	13.22%	$141,447
31-Dec-34	31-Dec-35	114%	$167,562,612	($19,957)	$167,542,655	$0.645000	$1,080,650	13.22%	$142,862
31-Dec-35	31-Dec-36	115%	$169,238,238	($19,957)	$169,218,281	$0.645000	$1,091,458	13.22%	$144,291
31-Dec-36	31-Dec-37	116%	$170,930,620	($19,957)	$170,910,663	$0.645000	$1,102,374	13.22%	$145,734
31-Dec-37	31-Dec-38	117%	$172,639,926	($19,957)	$172,619,969	$0.645000	$1,113,399	13.22%	$147,191
31-Dec-38	31-Dec-39	118%	$174,366,326	($19,957)	$174,346,369	$0.645000	$1,124,534	13.22%	$148,663
31-Dec-39	31-Dec-40	120%	$176,109,989	($19,957)	$176,090,032	$0.645000	$1,135,781	13.22%	$150,150
31-Dec-40	31-Dec-41	121%	$177,871,089	($19,957)	$177,851,132	$0.645000	$1,147,140	13.22%	$151,652
31-Dec-41	31-Dec-42	122%	$179,649,800	($19,957)	$179,629,843	$0.645000	$1,158,612	13.22%	$153,169
31-Dec-42	31-Dec-43	123%	$181,446,298	($19,957)	$181,426,341	$0.645000	$1,170,200	13.22%	$154,700
31-Dec-43	31-Dec-44	124%	$183,260,761	($19,957)	$183,240,804	$0.645000	$1,181,903	13.22%	$156,248
31-Dec-44	31-Dec-45	126%	$185,093,368	($19,957)	$185,073,411	$0.645000	$1,193,724	13.22%	$157,810
31-Dec-45	31-Dec-46	127%	$186,944,302	($19,957)	$186,924,345	$0.645000	$1,205,662	13.22%	$159,389
31-Dec-46	31-Dec-47	128%	$188,813,745	($19,957)	$188,793,788	$0.645000	$1,217,720	13.22%	$160,983
31-Dec-47	31-Dec-48	130%	$190,701,883	($19,957)	$190,681,925	$0.645000	$1,229,898	13.22%	$162,593
31-Dec-48	31-Dec-49	131%	$192,608,901	($19,957)	$192,588,944	$0.645000	$1,242,199	13.22%	$164,219
31-Dec-49	31-Dec-50	132%	$194,534,990	($19,957)	$194,515,033	$0.645000	$1,254,622	13.22%	$165,861
31-Dec-50	31-Dec-51	133%	$196,480,340	($19,957)	$196,460,383	$0.645000	$1,267,169	13.22%	$167,520
31-Dec-51	31-Dec-52	135%	$198,445,144	($19,957)	$198,425,187	$0.645000	$1,279,842	13.22%	$169,195
31-Dec-52	31-Dec-53	136%	$200,429,595	($19,957)	$200,409,638	$0.645000	$1,292,642	13.22%	$170,887
31-Dec-53	31-Dec-54	137%	$202,433,891	($19,957)	$202,413,934	$0.645000	$1,305,570	13.22%	$172,596
31-Dec-54	31-Dec-55	139%	$204,458,230	($19,957)	$204,438,273	$0.645000	$1,318,627	13.22%	$174,322
31-Dec-55	31-Dec-56	140%	$206,502,812	($19,957)	$206,482,855	$0.645000	$1,331,814	13.22%	$176,066
31-Dec-56	31-Dec-57	142%	$208,567,840	($19,957)	$208,547,883	$0.645000	$1,345,134	13.22%	$177,827
Total							$37,628,589		$4,974,499

MuniCap, Inc. *C:\Users\Zoe.Iorio\Dropbox (MuniCap)\MuniCap Team Folder\tx-municap\texas\Celina\Sutton Fields East\Projections\[Sutton Fields East Projection No. 2.14.xlsx]IX-C*
26-Oct-21

[1]Assumes an annual inflation factor of 0%.

[2]See Exhibit C-2.

[3]See Exhibit C-1.

[4]Represents the City of Celina real property tax rate for tax year 2010. Source: Denton County Tax Assessor-Collector.

[5]Assumes 13.22% of incremental tax revenues are available for the repayment of debt service.

Attachment: Draft Ordinance (Sutton Fields East - TIRZ Creation)

EXHIBIT D
MAP AND DESCRIPTION OF THE PROPOSED USES OF THE PROPERTY
(CURRENT CONCEPT PLAN)

Attachment: Draft Ordinance (Sutton Fields East - TIRZ Creation)

Sutton Fields East Concept Plan 6

data summary

Gross Site Area:		110 AC.
	Acres	Gross %
Residential Lots	93.9	85%
Public Open Space	8.3	8%
Detention	7.8	7%
Residential Product Type:	Lots	%
50'x 115' Lot	363	81%
60'x 115' Lot	87	19%
Total Lots	450	100%

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

SUTTON FIELDS EAST DEVELOPMENT
CITY OF CELINA ETJ, DENTON COUNTY, TEXAS

SCALE: 1"=300'
DATE: JULY 2021

S:\2019\201901-00 Sutton Fields East - Careys Tract\06-CAD\04-EXHIBITS\201908-06Sutton Fields East Concept Plan 07262021.dwg Jul 26,2021 - 1:24 pm chancock

EXHIBIT E
LIST OF PARCELS IN THE ZONE

Attachment: Draft Ordinance (Sutton Fields East - TIRZ Creation)

Sutton Fields East PID
Celina, Texas

Exhibit E: Parcels in the Zone

Table 1: Total Base Value

Property ID	Owner	Property Address	Value As Of[1]	Acres[2]
52714	CAREY NINEMIRE, JO LYNN & CAREY VARNER, LAU	2679 COUNTY ROAD 220, GAINESVILLE, T	January 1, 2021	92.960
635330	CAREY NINEMIRE, JO LYNN & CAREY VARNER, LAU	2680 COUNTY ROAD 220, GAINESVILLE, T	January 1, 2021	125.523
Total				218.483

[1]Assumes Tax Increment Reinvestment Zone is created in 2021. As a result, the base value will be based on the assessed value as of January 1, 2021.

[2]According to the Denton County Appraisal District records.

Attachment: Draft Ordinance (Sutton Fields East - TIRZ Creation)

EXHIBIT F
PROJECT COSTS

Attachment: Draft Ordinance (Sutton Fields East - TIRZ Creation)

COMMUNITY NAME: Sutton Fields East
PHASES: Full Development
CITY OR TOWN: Celina ETJ

BARRAZA CONSULTING GROUP, LLC

GROSS ACREAGE:	110.4
NET ACREAGE:	110.4
TOTAL LOTS:	450
TOTAL DENSITY:	4.08
CREATED BY:	CH
REVIEWED BY:	AB
CREATED:	06/03/21
REVISED:	

Direct Phase Costs	TOTALS	PHASE 1	PHASE 2	NOTES
1 Site Preparation	$ 1,663,803	$ 810,468	$ 853,335	No Lot MC or Poly
2 Water System	$ 1,510,740	$ 753,000	$ 757,740	
3 Sanitary Sewer System	$ 1,363,170	$ 727,145	$ 636,025	
4 Storm Drain System	$ 2,732,030	$ 1,178,760	$ 1,553,270	
5 Roadway Improvements	$ 3,468,971	$ 1,777,930	$ 1,691,041	
6 Retaining Walls	$ -	$ -	$ -	
7 Franchise Utilities & Street Lights	$ -	$ -	$ -	
8 Prof. & Other Soft Cost	$ 1,973,536	$ 1,035,131	$ 938,405	
9 Contingency 0%	$ -	$ -	$ -	
10	$ -			
11	$ -			
12	$ -			
	$ 12,712,251	$ 6,282,434	$ 6,429,816	

Major Improvements Costs	TOTALS	PHASE 1	FUTURE PHASES	NOTES
1 Site Preparation	$ -			
2 Water System	$ 245,050	$ -	$ 245,050	Water in Parvin
3 Sanitary Sewer System	$ 102,800	$ 102,800	$ -	
4 Storm Drain System	$ 551,900	$ 551,900	$ -	
5 Roadway Improvements	$ 1,496,714	$ -	$ 1,496,714	Parvin Rd
6 Screening Walls	$ 70,000	$ -	$ 70,000	Along Parvin
7 Landscape & Hardscape	$ 102,518	$ -	$ 102,518	1/2 Private
8 Park Amenities & Trails	$ 225,900	$ 31,500	$ 194,400	1/2 Private
9 Prof. & Other Soft Cost	$ 479,293	$ 130,940	$ 348,353	20% of CC
10 Contingency 0%	$ -	$ -	$ -	
12 District Formation Costs	$ -			
13	$ -			
	$ 3,274,174	$ 817,140	$ 2,457,034	

Attachment: Draft Ordinance (Sutton Fields East - TIRZ Creation)

EXHIBIT G
MAP OF PUBLIC IMPROVEMENTS

Attachment: Draft Ordinance (Sutton Fields East - TIRZ Creation)

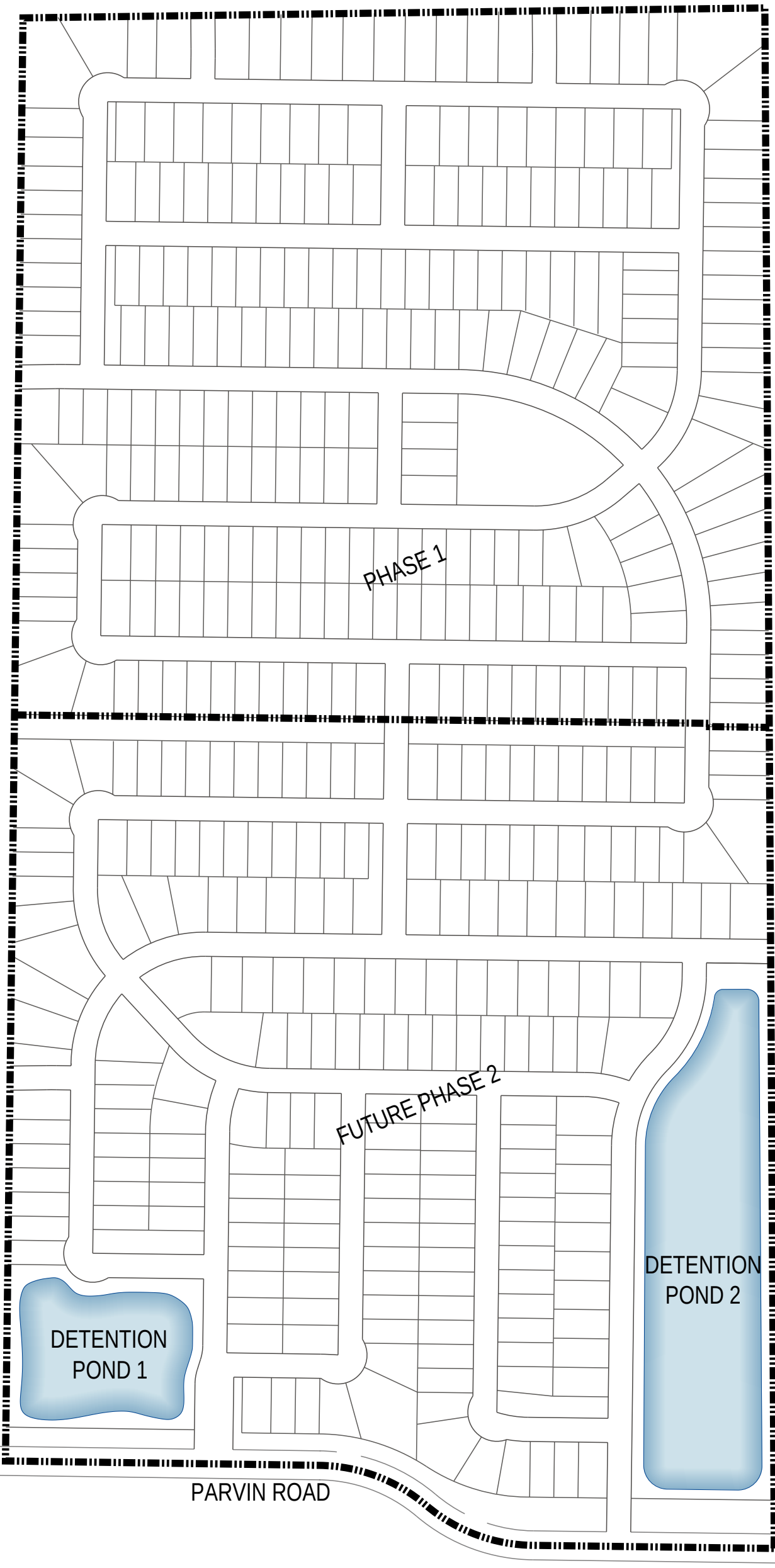
MAJOR SEWER IMPROVEMENTS
SUTTON FIELDS EAST PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

SCALE: 1"=250'
DATE: SEPT. 2021

S:\2019\2019011-00 Sutton Fields East - Careys Tract\06-CAD\04-EXHIBITS\201908-06Sutton Fields East PID MI Sewer 09242021.dwg Sep 24,2021 - 1:32 pm chancock

Attachment: Draft Ordinance (Sutton Fields East - TIRZ Creation)



MAJOR STORM SEWER IMPROVEMENTS
SUTTON FIELDS EAST PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

SCALE: 1"=250'
DATE: SEPT. 2021

Attachment: Draft Ordinance (Sutton Fields East - TIRZ Creation)

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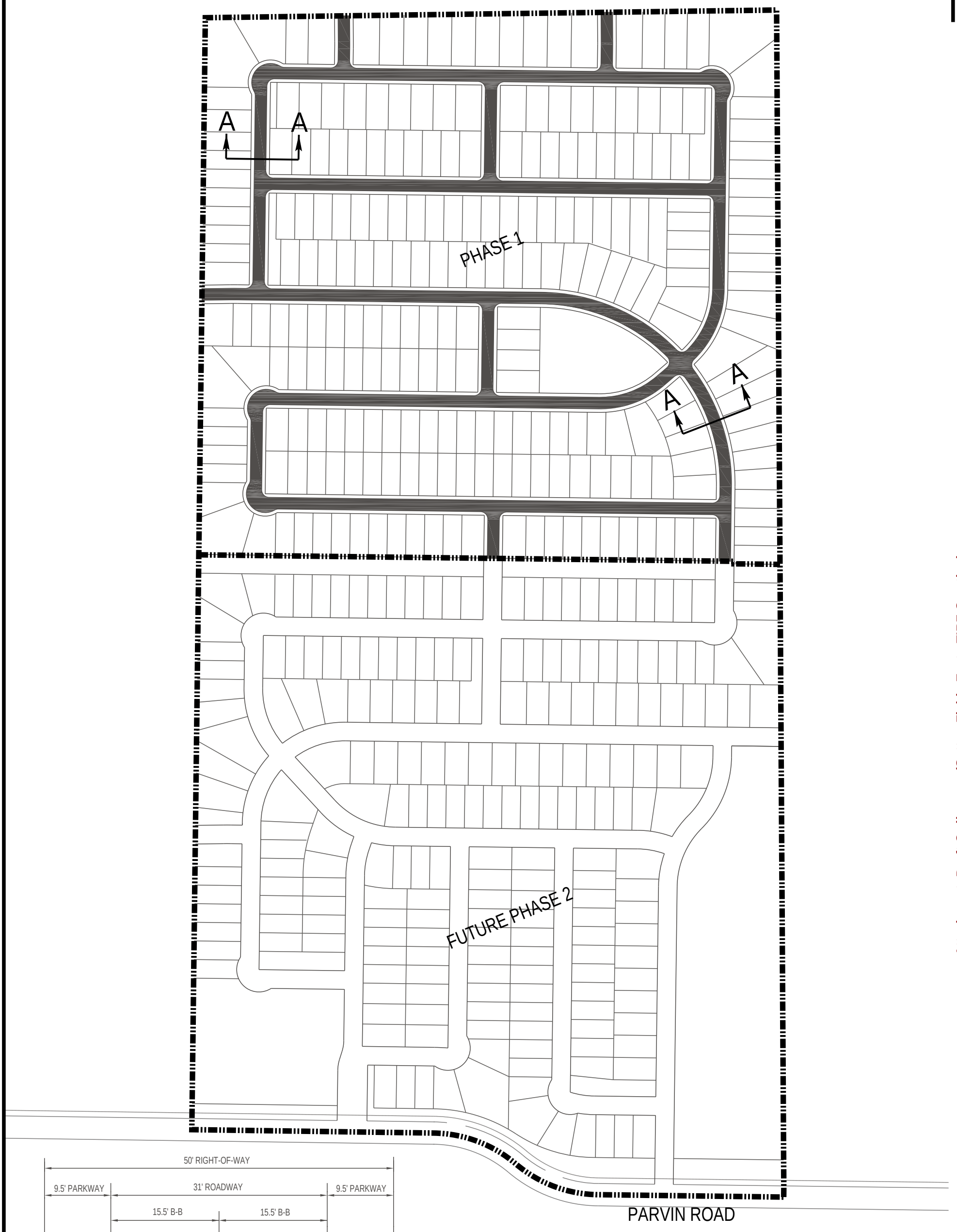

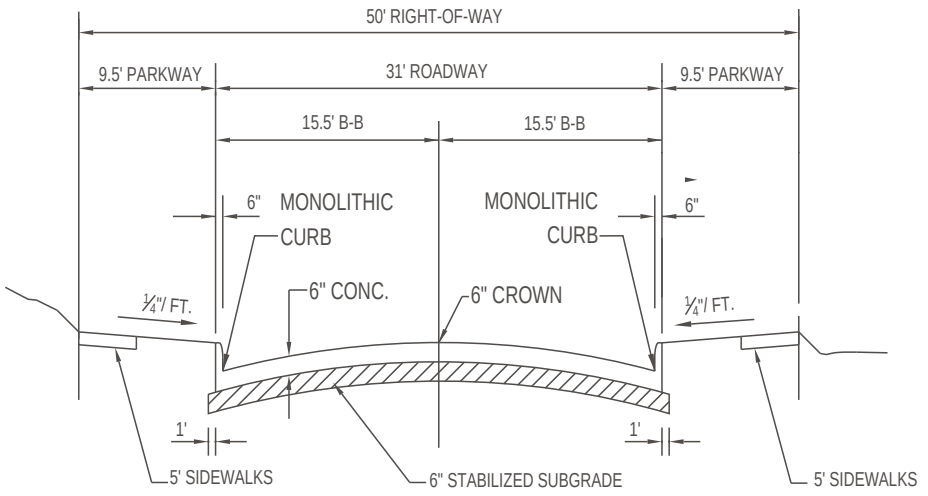

TYPICAL 31' A-A ROADWAY PAVING SECTION

SCALE: NTS

PHASE 1 ROADWAY IMPROVEMENTS
SUTTON FIELDS EAST PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

SCALE: 1"=250'
DATE: SEPT. 2021

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Attachment: Draft Ordinance (Sutton Fields East - TIRZ Creation)

TYPICAL SEWER LOCATION
N.T.S.

SEWER LINE

PHASE 1 SEWER IMPROVEMENTS
SUTTON FIELDS EAST PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
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SCALE: 1"=250'
DATE: SEPT. 2021

Attachment: Draft Ordinance (Sutton Fields East - TIRZ Creation)

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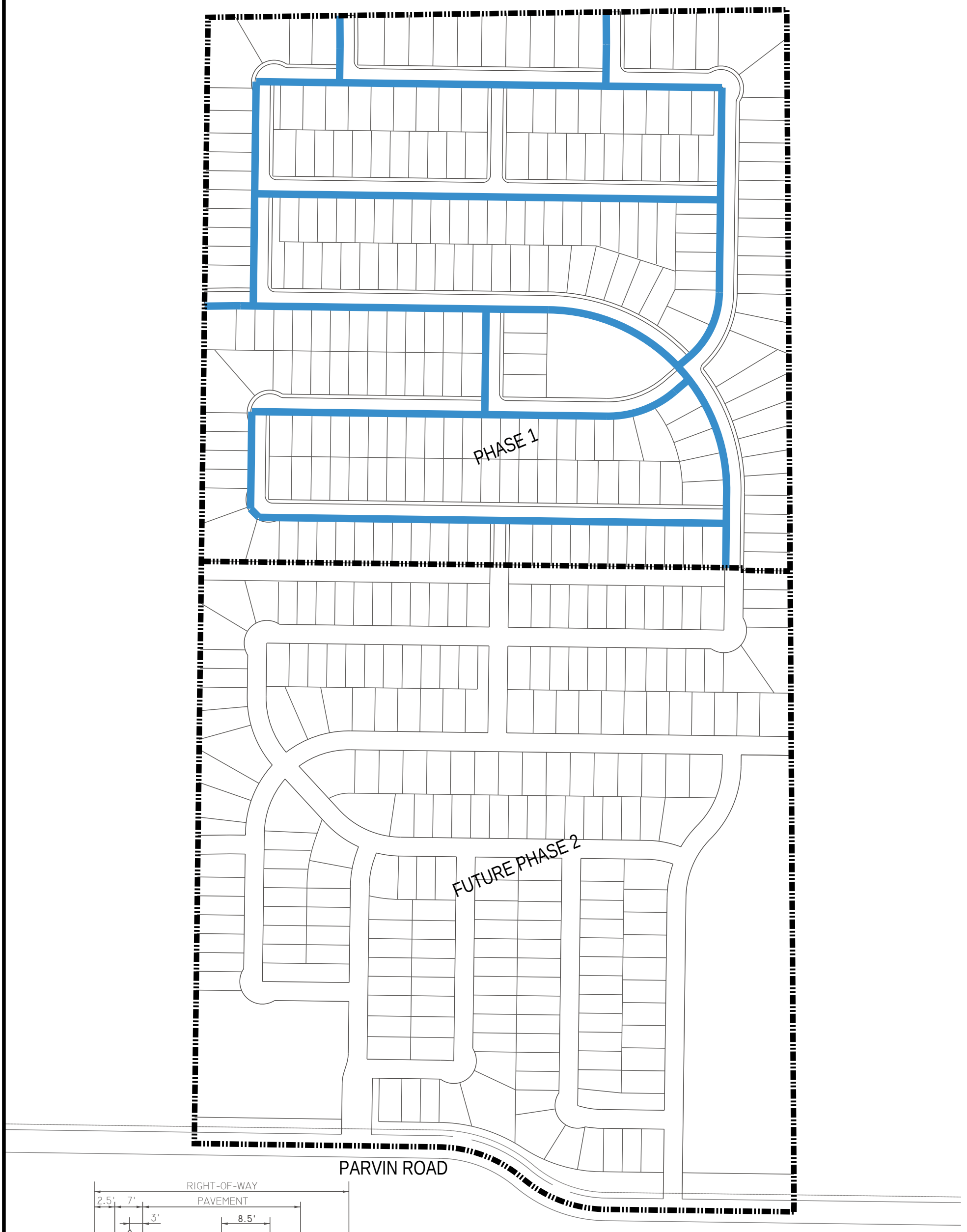


TYPICAL SEWER LOCATION
N.T.S.

WATER LINE

PHASE 1 WATER IMPROVEMENTS
SUTTON FIELDS EAST PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

SCALE: 1"=250'
DATE: SEPT. 2021

Attachment: Draft Ordinance (Sutton Fields East - TIRZ Creation)

S:\2019\2019011-00 Sutton Fields East - Careys Tract\06-CAD\04-EXHIBITS\201908-06Sutton Fields East PID Ph1 Water 09242021.dwg Sep 24,2021 - 1:22 pm chancock

EXHIBIT H
CURRENT APPRAISED VALUE OF THE ZONE (BASE YEAR)

Attachment: Draft Ordinance (Sutton Fields East - TIRZ Creation)

Sutton Fields East PID
Celina, Texas

Exhibit H: Current Appraised Value of the Zone (Base Year)

Table 1: Total Base Value

Property ID	Owner	Property Address	Value As Of[2]	Acres[3]	Total Assessed Value[2]				TIRZ
					Included in TIRZ	Land	Improvement	Total	Assessed Value
52714	-	-	January 1, 2021	92.960	100.00%	$17,476	$0	$17,476	$17,476
635330	-	-	January 1, 2021	125.523	13.52%	$15,932	$2,424	$18,356	$2,481
Total				218.483		$33,408	$2,424	$35,832	$19,957

Table 2: Base Value by Phase

Phase	Acres[5]	Allocation[6]	Total Assessed Value[7]	Total Assessed Value By Phase[8]
Major Improvement Area	58.03	52.79%	$19,957	$10,535
Phase #1	51.90	47.21%	$19,957	$9,422
Total	109.926	100.00%		$19,957

MuniCap, Inc. *Celina\Sutton Fields East\Projections\[Sutton Fields East Projection No. 2.14.xlsx]VIII*
26-Oct-21

[1]The tax parcels shown above, comprising the proposed Tax Increment Reinvestment Zone.

[2]Assumes Tax Increment Reinvestment Zone is created in 2021. As a result, the base value will be based on the assessed value as of January 1, 2021.

[3]According to the Denton County Appraisal District records.

[5]Provided by Developer.

[6]Represents the percent of the phase of development compared to the total acreage for proposed Tax Increment Reinvestment Zone.

[7]See Table 1.

[8]Represents the allocation per phase multiplied by the total assessed value.

Attachment: Draft Ordinance (Sutton Fields East - TIRZ Creation)

EXHIBIT I
DEVELOPMENT STANDARDS

Attachment: Draft Ordinance (Sutton Fields East - TIRZ Creation)

DEVELOPMENT STANDARDS

Base Zoning:

The Development shall follow all standards in the City's Zoning Ordinance, Subdivision Ordinance, and all other applicable City ordinances, as may be amended, except as follows. The base zoning of the residential portion of the Planned Development ("PD") shall be SF-R, Single- Family Residential Detached District.

Concept Plan:

The subject property shall generally develop per the attached Concept Plan. The Concept Plan displays the general location and configurations of streets, lotting patterns, and other infrastructure and amenities, all of which can be adjusted for pragmatic purposes at time of permitting. Such modifications shall not be unreasonably withheld, but are subject to review and approval by the Director of Development Services. Nothing on the Concept Plan precludes the administration of engineering requirements, such as detention.

SF General Regulations

All single-family residences can be front-entry and have garage access from a dedicated public street and shall be subject to setbacks outlined in these development standards.

a) The lot widths shall be measured along the arc of the primary structure setback line.

b) For cul-de-sacs and eye-brows/elbows the minimum lot width measured at the building line may be reduced by a maximum of five (5) feet; the minimum lot width measured at the right-of-way line shall be thirty-five (35) feet.

Lot Type A:

Minimum Lot Area: The minimum lot area shall be six thousand nine hundred (6,900) square feet.

Minimum Lot Width: The minimum lot width shall be sixty (60) feet.

Minimum Lot Depth: The minimum lot depth shall be one hundred-fifteen (115) feet.

Minimum Front Yard: The minimum depth of the front yard shall be twenty (20) feet. Covered Front Porches may extend over the front building setback line up to five feet (5'), but the garage door must remain at or behind the front facade in all instances.

Minimum Rear Yard: The minimum depth of the rear yard shall be twenty (20) feet.

Minimum Side Yard: The minimum side yard shall be five (5) feet and the minimum side yard for a corner lot shall be fifteen (15) feet.

Impervious surface: Maximum sixty percent (60%) of the total lot area shall be covered by the main house and accessory structures.

Garage Orientation: May face the street.

Lot Type B:

Minimum Lot Area: The minimum lot area shall be five thousand seven hundred fifty (5,750) square feet.

Attachment: Draft Ordinance (Sutton Fields East - TIRZ Creation)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Kari White, Senior Planner
CC:	Jason Laumer, City Manager
Date:	November 9, 2021
Re:	Celina Mosaic - PID Creation

Action Requested:
Conduct a public hearing to consider testimony regarding the creation of the Mosaic Public Improvement District and act upon a resolution creating the Mosaic Public Improvement District. (Celina Mosaic - PID Creation) (Lopez)

Background:
Please refer to the attachments for additional information.

Supporting Documents:
- Staff Presentation
- Draft Resolution

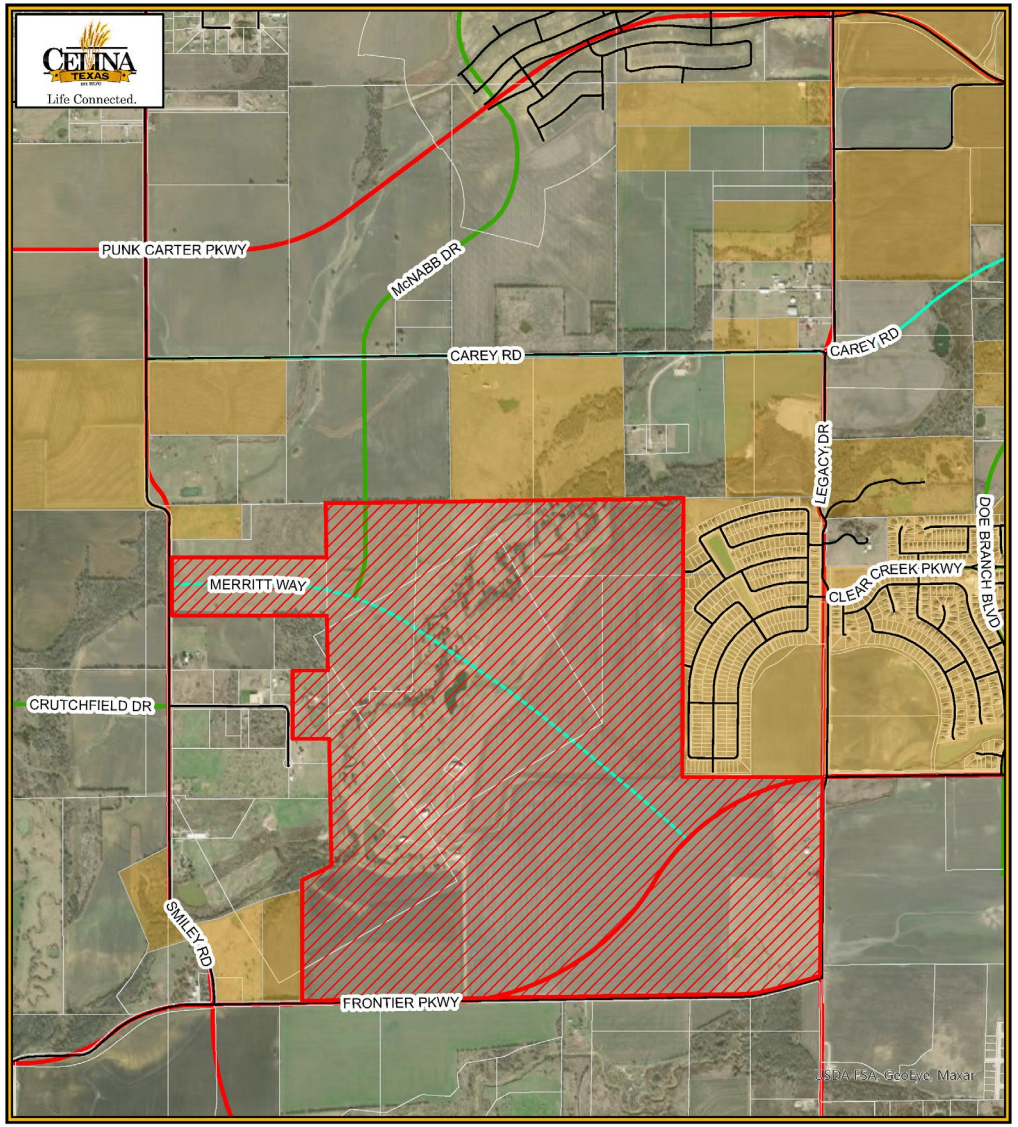
Staff Recommendation:
Staff recommends approval as presented.

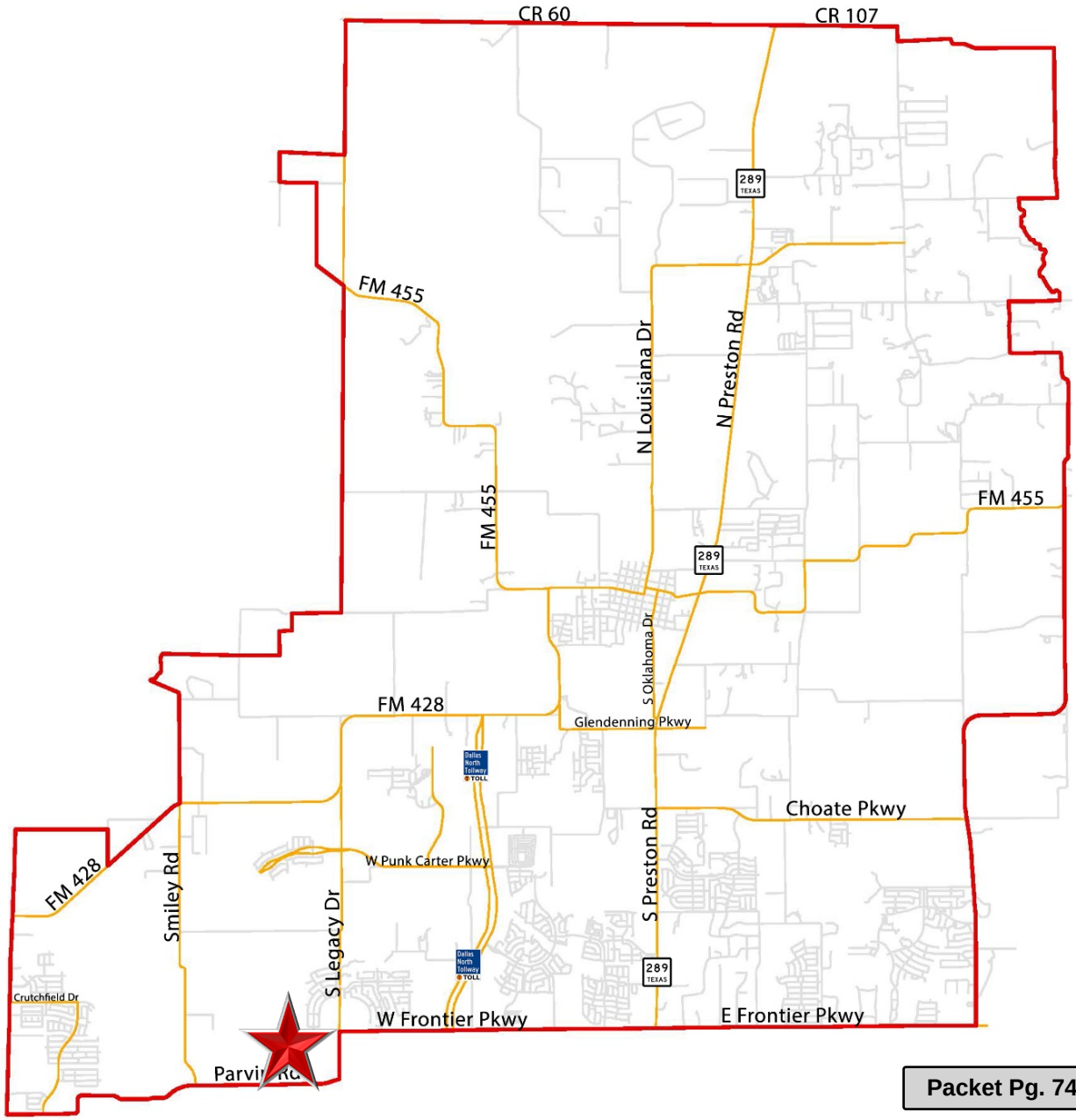
CELINA MOSAIC

PID CREATION

City Council
November 9, 2021

Attachment: Staff Presentation (Celina Mosaic - PID Creation)





Attachment: Staff Presentation (Celina Mosaic - PID Creation)

BACKGROUND

- The Development Agreement (DA) for the subject property was approved by Council on June 8, 2021
- The DA allowed for a PID to fund, in part, the Public infrastructure associated with the project

Attachment: Staff Presentation (Celina Mosaic - PID Creation)

PID OVERVIEW

- The PID will consist of approximately 685 acres with extensive infrastructure needed to serve the project
- Maximum funding of $130mm in Authorized Improvements costs

Attachment: Staff Presentation (Celina Mosaic - PID Creation)

PID TIMELINE

- ~~October 12, 2021 – PID Petition Resolution~~
- November 9, 2021 – PID Creation Resolution
- April 12, 2022 – Pre-SAP Resolution & Calling Assessment
- May 10, 2022 – SAP/Levy Ordinance
- May 10, 2022 – Bond Ordinance

Attachment: Staff Presentation (Celina Mosaic - PID Creation)

RECOMMENDATION

- Staff recommends approval per the governing Development Agreement

Attachment: Staff Presentation (Celina Mosaic - PID Creation)

CITY OF CELINA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS AUTHORIZING AND CREATING THE MOSAIC PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (the "***City***"), is authorized under Chapter 372 of the Texas Local Government Code (the "***Act***"), to create a public improvement district within the corporate limits and the extraterritorial jurisdiction of the City; and

WHEREAS, on September 27, 2021, Tellus Texas I, LLC, Merritt/Thornton Management Company, L.L.C., James H. Merritt, III , W. Keith Thornton, Margaret M. Thornton and Susanna Parker (collectively, the "***Petitioners***") submitted and filed with the City Secretary of the City a petition (the "***Petition***") requesting the establishment of a public improvement district for property within the extraterritorial jurisdiction of the City; and

WHEREAS, the Petition requested the creation of the Mosaic Public Improvement District (the "***District***"), which District is located within the extraterritorial jurisdiction of the City and more particularly described by metes and bounds in Exhibit A and depicted in Exhibit B (the "***Property***") each attached hereto and incorporated herein for all purposes; and

WHEREAS, the City Council of the City (the "***City Council***") has investigated and determined that the facts contained in the Petition are true and correct; and

WHEREAS, after publishing notice in the *Celina Record*, a newspaper of general circulation in the City and in the part of the City's extraterritorial jurisdiction in which the District is to be located or in which the improvements are to be undertaken, and mailing notice of the hearing, all as required by and in conformity with the Act, the City Council, opened a public hearing on the advisability of the improvements on November 9, 2021, and after all interested parties were given the opportunity to speak, the City Council closed the public hearing.

Attachment: Draft Resolution (Celina Mosaic - PID Creation)

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

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 the City by the Petitioners was filed with the City Secretary and complies with Section 372.005 of the Act.

Section 3. Pursuant to the requirements of the Act, including, without limitation, Sections 372.006, 372.009(a), and 372.009(b), the City Council, after considering the Petition and the evidence and testimony presented at the public hearing on November 9, 2021, hereby finds and declares:

(a) **Advisability of the Proposed Improvements**. It is advisable to create the District to provide the Authorized Improvements (as described below). The Authorized Improvements are feasible and desirable and will promote the interests of the City and will confer a special benefit on the Property.

(b) **General Nature of the Authorized Improvements.** The purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by the Act that are necessary for the development of Property, which public improvements may include, but not be limited to: (1) design, construction and other allowed costs related to street and roadway improvements, including related earthwork, sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, and rights-of-way; (2) design, construction and other allowed costs related to storm drainage improvements; (3) design, construction and other allowed costs related to water, wastewater and drainage (including detention) improvements and facilities; (4) design, construction and other allowed costs related to erection of fountains, distinctive lighting and signs, and acquisition and installation of pieces of art; (5) design, construction and other allowed costs related to parks, open space, and recreational improvements, including trails, landscaping, and irrigation related thereto; (6) design, construction and other allowed costs related to off-street parking facilities, including related sidewalks, drainage, utility relocation, signalization, landscaping,

Attachment: Draft Resolution (Celina Mosaic - PID Creation)

lighting, signage and rights-of-way; (7) design, construction and other allowed costs related to projects similar to those listed in subsections (1) - (6) above authorized by the Act, including similar off-site projects that provide a benefit to the Property within the District; (8) payment of expenses incurred in the establishment, administration and operation of the District; and (9) payment of expenses associated with financing such public improvement projects, which may include but are not limited to, costs associated with issuance and sale of revenue bonds secured by assessments levied against the Property (collectively, the "Authorized Improvements"). These Authorized Improvements promote the interests of the City and confer a special benefit upon the Property.

(c) **Estimated Costs of the Authorized Improvements and Apportionment of Costs.** The estimated total costs to design, acquire, construct, and improve the Authorized Improvements, including payment of expenses to finance such public improvement projects such as eligible legal and financial fees and expenses incurred in the establishment, administration and operation of the District, is $130,000,000 which costs shall be paid by assessments levied on the Property within the District. The City will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the Property. The developer of the Property (the "***Developer***") may also pay certain costs of the Authorized Improvements from other funds available to the Developer.

(d) **Boundaries of the District.** The District is proposed to include approximately 684.752 acres of land generally located one mile west of Dallas Parkway, 2.5 miles north of US 380, adjacent to and west of Legacy Drive, and adjacent to and north of Parvin Road, and as more particularly described in the metes and bounds in Exhibit A and depicted in Exhibit B, each attached hereto.

(e) **Proposed Method of Assessment.** The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. Each assessment may be paid in full or in part at any time (including accrued and unpaid interest), and certain assessments may be paid in annual installments (including interest and debt). If an assessment is allowed to be paid in

Attachment: Draft Resolution (Celina Mosaic - PID Creation)

installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessments and must continue for a period necessary to retire the indebtedness for those Authorized Improvements (including interest).

(f) **Management of the District.** The District shall be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.

(g) **Advisory Board.** The District shall be managed without the creation of an advisory body.

Section 4. The Mosaic Public Improvement District is hereby authorized and created as a public improvement district under the Act in accordance with the findings of the City Council as to the advisability of the Authorized Improvements contained in this Resolution, the nature and the estimated costs of the Authorized Improvements, the boundaries of the District, the method of assessment, and the apportionment of costs as described herein; and the conclusion that the District is needed to fund such Authorized Improvements.

Section 5. The City Council hereby authorizes and directs the City Secretary or the Assistant City Secretary, on or before November 16, 2021, in accordance with the Act, to file a copy of this Resolution authorizing the District with the county clerk of each county in which all or part of the public improvement district is located.

Section 6. Effective upon the date of the passage of this Resolution, the District shall be established.

Section 7. This Resolution is effectively immediately from and after the date of its passage in accordance with law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Attachment: Draft Resolution (Celina Mosaic - PID Creation)

PASSED, APPROVED AND ADOPTED on the ____ day of _____, 2021.

CITY OF CELINA

_____

Sean Terry, Mayor

ATTEST:

_____

David Amsler, Assistant City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2021 by Sean Terry, Mayor of the City of Celina, Texas on behalf of said City.

_____

Notary Public, State of Texas

(SEAL)

Attachment: Draft Resolution (Celina Mosaic - PID Creation)

EXHIBIT A
Metes and Bounds Description of the Property

LEGAL DESCRIPTION

757.571 ACRES WITH

72.819 ACRES SAVE AND EXCEPT

684.752 ACRES

BEING a tract of land situated in the C. COPENHAVER SURVEY, ABSTRACT NO. 253, the JOHN MORTON SURVEY, ABSTRACT NO. 791, the JOHN M. McKIM SURVEY, ABSTRACT NO. 889, the ANTHONY PHILLIPS SURVEY, ABSTRACT NO. 1028 and the A. THOMASON SURVEY, ABSTRACT NO. 1265, Denton County, Texas, and being all of that tract of land conveyed in Deed to W. Keith Thornton and James H. Merritt, III, according to the document of record filed in Document Number 95-0068384, Deed Records, Denton County, Texas, and being all of that tract of land conveyed in Deed to Merritt/Thornton Farm Partnership, L.P., according to the document of record filed in Document Number 99-096579, Deed Records, Denton County, Texas and being part of Lot 3, SMILEY ACRES, an Addition to the City of Celina, Denton County, Texas, according to the Plat of record filed in Cabinet D, Page 324, Plat Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8" iron rod found for a common interior ell corner of said Merritt/Thornton Farm Partnership, L.P. tract and the southwest corner of that tract of land described as a Right-Of-Way Dedication as conveyed in Deed to City of Celina, according to the document of record filed in Document Number 2008-9821, Official Records, Denton County, Texas;

THENCE N 89° 28' 44" E, with the common line of said Merritt tract/Thornton Farm Partners, L.P. tract and said City of Celina Tract, a distance of 1,738.53 feet to a point near the intersection of Legacy Road (County Road 6) with Frontier Parkway (County Road 5), at the most easterly northeast corner of said Merritt/Thornton Farm Partnership, L.P. tract, from which a 5/8" iron rod found bears N 78° 19' 21" E, 0.20 feet;

THENCE S 00° 29' 24" W, with the approximate centerline of said Legacy Road, a distance of 189.17 feet to a point for the common northeast corner of that tract of land described as Right-Of-Way Dedication as conveyed in Deed to Denton County, Texas, according to the document of record filed in Document Number 2010-62874, Official Records, Denton County, Texas and the northwest corner of that tract of land described as Right-Of-Way as conveyed in Deed to Town of Prosper, Texas, according to the document of record filed in Document Number 20100518000498080, Official Public Records, Collin County, Texas;

THENCE N 89° 48' 43" W, leaving the approximate centerline of said Legacy Road and with the north line of said Denton County, Texas tract, a distance of 40.79 feet for the northwest corner of said Denton County, Texas tract;

THENCE S 00° 11' 17" W, with the west line of said Denton County, Texas tract, a distance of 320.00 feet to a 5/8" iron rod found for the southwest corner of said Denton County, Texas tract;

THENCE S 89° 48' 43" E, with the south line of said Denton County, Texas tract, a distance of 39.10 feet, returning to the approximate centerline of said Legacy Road, for the common southeast corner of said Denton County, Texas tract and the southwest corner of the above mentioned Town of Prosper, Texas tract;

THENCE S 00° 29' 24" W, with the approximate center line of said Legacy Road, a distance of 1,942.34 feet to a 1/2" iron rod found in the west line of that tract of land conveyed in Deed to Prosper Independent School District (Prosper ISD), according to the document of record filed in Document Number 20200817001344070, Official Public Records,

Attachment: Draft Resolution (Celina Mosaic - PID Creation)

Collin County, Texas, for the common southeast corner of the above mentioned Merritt/Thornton Farm Partners, L.P. tract and the northeast corner of that tract of land conveyed in Deed to Patricia Ann Burnett Krov, according to the document of record filed in Document Number 2014-15524, Official Records, Denton County, Texas;

THENCE S 74° 57' 09" W, with the common south line of said Merritt/Thornton Farm Partners, L.P. tract and the north line of said Patricia Ann Burnett Krov tract, a distance of 866.35 feet to the common northwest corner of said Patricia Ann Burnett Krov tract and the northeast corner of that tract of land conveyed in Deed to The Leonard and Norma E. McCasland Revocable Living Trust, according to the document of record filed in Volume 4683, Page 1919, Deed Records, Denton County, Texas;

THENCE S 89° 07' 59" W, with the common south line of said Merritt/Thornton Farm Partners, L.P. tract and the north line of said The Leonard and Norma E. McCasland Revocable Living Trust tract, a distance of 776.28 feet to a 1/2" iron rod found for the common northwest corner of said The Leonard and Norma E. McCasland Revocable Living Trust tract and the northeast corner of that tract of land conveyed in Deed to Prosper Meadows LP, according to the document of record filed in Document Number 2019-65177, Official Records, Denton County, Texas;

THENCE S 89° 07' 21" W, with the common south line of said Merritt/Thornton Farm Partners, L.P. tract and the north line of said Prosper Meadows LP tract, a distance of 1,549.59 feet to a 1/2" iron rod found for the common northwest corner of said Prosper Meadows LP tract and the northeast corner of that tract of land conveyed in Deed to Prosper Independent School District (Prosper ISD), according to the document of record filed in Document Number 2017-34540, Official Records, Denton County, Texas;

THENCE S 89° 08' 17" W, with the common south line of said Merritt/Thornton Farm Partners, L.P. tract and the north line of said Prosper ISD tract, a distance of 3,173.39 feet to a 5/8" iron rod with cap stamped "RPLS 5674" found for the common southwest corner of said Merritt/Thornton Farm Partners, L.P. tract and the southeast corner of that tract of conveyed in Deed to Frontier Mini Storage, LLC, according to the document of record filed in Document Number 2018-77026, (Correction Deed Document Number 2018-121216), Official Records, Denton County, Texas;

THENCE N 00° 35' 32" W, with the common west line of said Merritt/Thornton Farm Partners, L.P. tract and the east line said Frontier Mini Storage, LLC tract, a distance of 1,156.84 feet to a 1/2" iron rod with a yellow cap stamped "DAA" found;

THENCE N 03° 12' 09" W, continuing with the common line of said Merritt/Thornton Farm Partners, L.P. tract and said Frontier Mini Storage, LLC tract, a distance of 225.36 feet to a 1/2" iron rod found for the common northeast corner of said Frontier Mini Storage, LLC tract and an exterior ell corner of that tract of land conveyed in Deed to Teel Lakes LLC, according to the document of record filed in Document Number 2009-126512, Official Records, Denton County, Texas;

THENCE With the common west line of said Merritt/Thornton Farm Partners, L.P. tract and the east line of said Teel Lakes, LLC tract, the following courses and distances:

N 01° 49' 22" W, a distance of 105.75 feet to a 5/8" iron rod with cap stamped "RPLS 5674" found;

N 64° 25' 33" E, a distance of 414.33 feet to a 5/8" iron rod with cap stamped "RPLS 5674" found;

N 00° 43' 47" W, a distance of 828.43 feet to a 1/2" iron rod found for the common northeast corner of said Teel Lakes, LLC tract and the southeast corner of Lot 4 of the above mentioned SMILEY ACRES Addition;

THENCE N 00° 01' 44" W, with the common west line of said Merritt/Thornton Farm Partners, L.P. tract and the east line of said SMILEY ACRES Addition, a distance of 705.25 feet to a 1/2" iron rod found in the above mentioned Lot 3 of said SMILEY ACRES Addition;

Attachment: Draft Resolution (Celina Mosaic - PID Creation)

THENCE S 89° 59' 12" W, a distance of 477.09 feet to a point in the common west line of said Lot 3 and the east right-of-way line of Old Dairy Farm Road;

THENCE N 00° 05' 34" W, with the common line of said Lot 3 and said Old Dairy Farm Road, a distance of 442.82 feet to the southeast corner of Lot 2 of said SMILEY ACRES Addition;

THENCE N 00° 08' 51" W, with the common west line of said Lot 3 and the east line of said Lot 2, a distance of 422.32 feet to a 1/2" iron rod found in the south line of that tract of land described as Tract II as conveyed in Deed to Prosper 30 Partners, LLC, according to the document of record filed in Document Number 2018-111804, Official Records, Denton County, Texas, for the common northwest corner of said Lot 3 and the northeast corner of said Lot 2;

THENCE N 89° 53' 33" E, a distance of 449.54 feet to a point in the west line of the above mentioned Merritt/Thornton Farm Partners, L.P. tract, for the common northeast corner of said Lot 3 and the southeast corner of said Prosper 30 Partners, LLC tract;

THENCE N 02° 58' 07" W, with the common west line of said Merritt/Thornton Farm Partners, L.P. tract and the east line of said Tract II, a distance of 686.27 feet to a 1/2" iron rod found for the common southeast corner of the above mentioned W. Keith Thornton and James H. Merritt, III tract and the northeast corner of said Tract II;

THENCE S 89° 53' 38" W, with the south line of said W. Keith Thornton and James H. Merritt, III tract, a distance of 1,889.96 feet to a point in the east line of that tract of land conveyed in Deed to Smiley Road, LTD., according to the document of record filed in Document Number 2005-77986, Official Records, Denton County, Texas, for the southwest corner of said W. Keith Thornton and James H. Merritt, III tract;

THENCE N 00° 06' 49" W, with the common west line of said W. Keith Thornton and James H. Merritt, III tract and the east line said Smiley Road, LTD. tract, a distance of 690.33 feet to a 1/2" iron rod found for the common northwest corner of said W. Keith Thornton and James H. Merritt, III tract and the southwest corner of that tract of land conveyed in Deed to Smiley Road, LTD., according to the document of record filed in Document Number 2006-45938, Official Records, Denton County, Texas;

THENCE N 89° 53' 30" E, with the common north line of said W. Keith Thornton and James H. Merritt, III tract and the south line of said Smiley Road, LTD. tract, a distance of 1,903.70 feet to a 1" iron pipe found in the west line of the above mentioned Merritt/Thornton Farm Partnership, L.P. tract, for the common northeast corner of said W. Keith Thornton and James H. Merritt, III tract and the southeast corner of said Smiley Road, LTD. tract;

THENCE N 01° 49' 48" E, with the common west line of said Merritt/Thornton Farm Partnership, L.P. tract and the east line of said Smiley Road, LTD. tract, a distance of 654.45 feet to a 1/2" iron rod found in the south line of that tract of land conveyed in Deed to Smiley Road, LTD., according to the document of record filed in Document Number 2006-2173, Official Records, Denton County, Texas, for the common northwest corner of said Merritt/Thornton Farm Partnership, L.P. tract and the northeast corner of said Smiley Road, LTD. (Document Number 2006-45938) tract;

THENCE N 89° 13' 47" E, with the common north line of said Merritt/Thornton Farm Partnership, L.P. tract and the south line of said Smiley Road, LTD. (Document Number 2006-2173) tract, a distance of 1,501.71 feet to a 1/2" iron rod found for the common southeast corner of said Smiley Road, LTD. tract and the southwest corner of that tract of land conveyed in Deed to West Celina 86 Partners, LTD., according to the document of record filed in Document Number 2015-23235, Official Records, Denton County, Texas;

THENCE N 89° 06' 09" E, continuing with the north line of said Merritt/Thornton Farm Partnership, L.P. tract, a distance of 2,842.45 feet to a point in the south line of that tract of land conveyed in Deed to Roys Glenn Allen and Randy Allen, Co-Trustees of the RG Allen Revocable Trust, according to the document of record filed in Document

Attachment: Draft Resolution (Celina Mosaic - PID Creation)

Number 2015-46639, Official Records, Denton County, Texas, for the common northeast corner of said Merritt/Thornton Farm Partnership, L.P. tract and the northwest corner of CREEKS OF LEGACY WEST PHASE 1, an Addition to the City of Celina, Denton County, Texas, according to the Plat of record filed in Cabinet 2018, Page 394, Plat Records, Denton County, Texas;

THENCE S 00° 29' 21" W, with the east line of said Merritt/Thornton Farm Partnership, L.P. tract , a distance of 3,416.82 feet to the POINT OF BEGINNING, and containing 757.571 acres of land, more or less.

SAVE AND EXCEPT:

BEING a tract of land in the C. COPENHAVER SURVEY, ABSTRACT NO. 253, the JOHN M. McKIM SURVEY, ABSTRACT NO. 889 and the ANTHONY PHILLIPS SURVEY, ABSTRACT NO. 1028, Denton County, Texas, and being all of Lots 1 and 2, MERRITT PARK ADDITION, an Addition to the City of Celina, Collin County, Texas, according to the Plat of record filed in Document Number 2013-303, Official Records, Collin County, Texas, and being part of that tract of land conveyed in Deed to Merritt/Thornton Farm Partnership, L.P., according to the document of record filed in Document Number 99-096579, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at a point for a common interior ell corner of said Merritt/Thornton Farm Partnership, L.P. tract and the most easterly southeast corner of that tract of land conveyed in Deed to Teel Lakes LLC, according to the document of record filed in Document Number 2009-126512, Official Records, Denton County, Texas, from which a 1/2” iron rod found in the west line of said Merritt/Thornton Farm Partnership, L.P. tract, for the common most southerly southeast corner of said Teel Lakes, LLC tract and the northeast corner of that tract of land conveyed in Deed to Frontier Mini Storage, LLC, according to the document of record filed in Document Number 2018-77026 (Correction Deed, Document Number 2018-121216), Official Records, Denton County, Texas, bears S 52° 30’ 13” W, 467.16 feet;

THENCE Over and across said Merritt/Thornton Farm Partnership, L.P. tract, the following courses and distances:

N 00° 00' 00" E, a distance of 63.68 feet to the POINT OF BEGINNING of the tract of land described herein;

N 54° 52' 24" E, a distance of 40.69 feet;

N 32° 26' 23" E, a distance of 70.08 feet;

N 02° 32' 44" W, a distance of 13.69 feet;

N 89° 34' 08" E, a distance of 47.37 feet;

N 68° 41' 04" E, a distance of 49.27 feet;

N 72° 37' 27" E, a distance of 73.57 feet;

N 54° 03' 27" E, a distance of 45.73 feet;

N 09° 19' 17" E, a distance of 32.10 feet;

N 15° 43' 34" W, a distance of 40.22 feet;

N 32° 25' 42" W, a distance of 28.72 feet;

N 40° 58' 09" W, a distance of 69.41 feet;

N 18° 32' 55" W, a distance of 90.82 feet;

Attachment: Draft Resolution (Celina Mosaic - PID Creation)

N 00° 57' 01" E, a distance of 112.83 feet;

N 16° 47' 39" W, a distance of 74.65 feet;

N 35° 42' 19" W, a distance of 102.42 feet;

N 20° 28' 35" W, a distance of 86.29 feet;

N 10° 48' 26" W, a distance of 82.16 feet;

N 19° 38' 00" W, a distance of 93.54 feet;

N 00° 00' 00" E, a distance of 62.22 feet;

N 39° 10' 53" E, a distance of 34.03 feet;

N 11° 13' 02" E, a distance of 129.62 feet;

N 44° 27' 46" E, a distance of 100.32 feet;

N 15° 23' 43" E, a distance of 44.07 feet;

N 06° 13' 09" E, a distance of 130.16 feet;

N 60° 23' 08" W, a distance of 109.36 feet;

N 06° 46' 51" E, a distance of 140.95 feet;

N 34° 29' 43" E, a distance of 115.46 feet;

N 40° 38' 06" E, a distance of 136.02 feet;

N 86° 44' 10" E, a distance of 215.82 feet;

N 16° 07' 11" E, a distance of 144.61 feet;

N 37° 40' 40" E, a distance of 204.49 feet;

N 57° 39' 24" E, a distance of 121.37 feet;

N 48° 05' 13" E, a distance of 267.21 feet;

N 17° 46' 03" E, a distance of 126.38 feet;

S 70° 22' 42" E, a distance of 652.06 feet;

S 12° 34' 43" E, a distance of 1,028.18 feet to a point at the beginning of a curve to the right having a central angle of 50° 22' 16", a radius of 125.00 feet and a chord bearing and distance of S 11° 46' 54" W, 106.39 feet;

With said curve to the right, an arc distance of 109.89 feet;

S 33° 08' 43" W, a distance of 1522.09 feet;

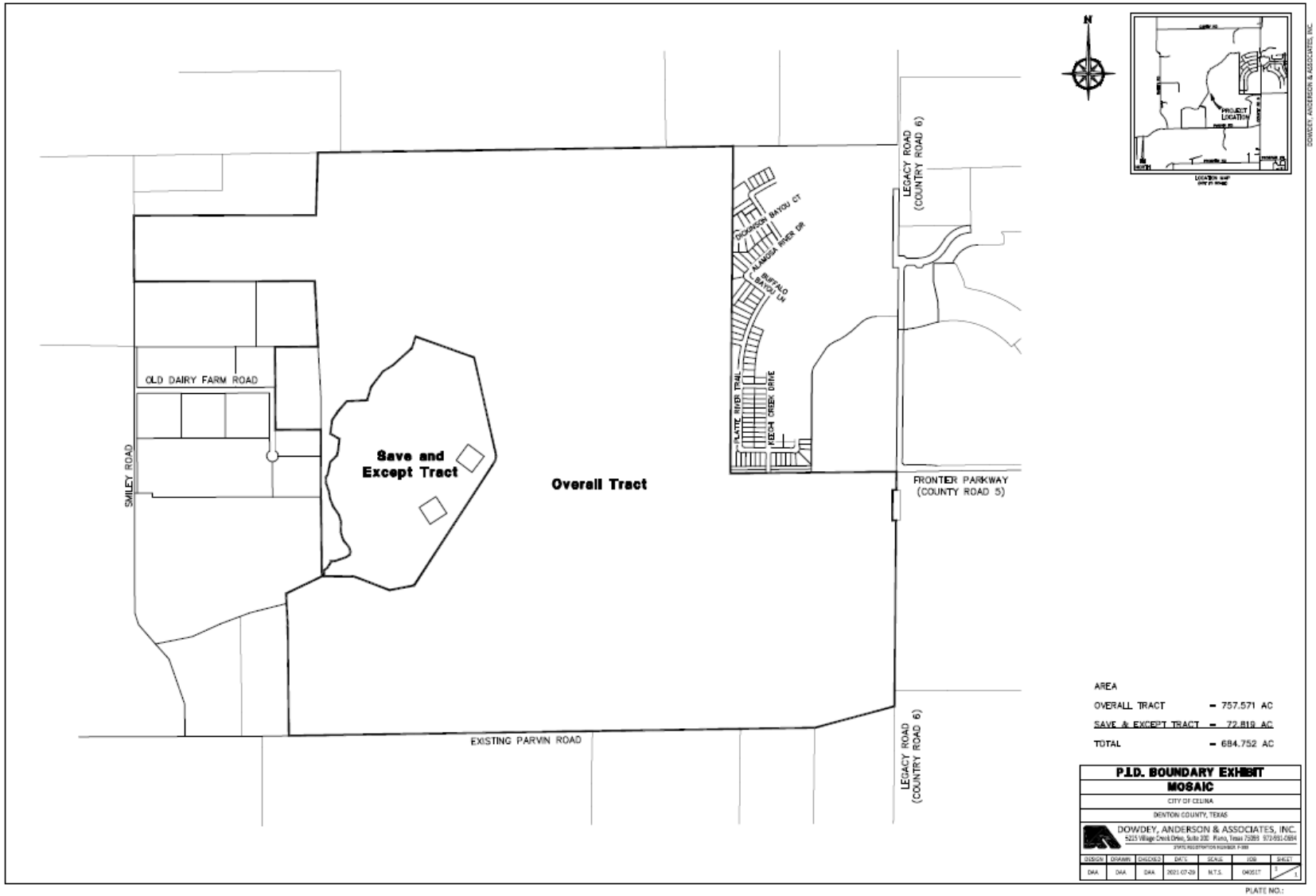
S 79° 00' 07" W, a distance of 260.45 feet;

N 68° 47' 46" W, a distance of 401.09 feet;

N 90° 00' 00" W, a distance of 312.21 feet to the POINT OF BEGINNING, and containing 72.819 acres of land, more or less.

Attachment: Draft Resolution (Celina Mosaic - PID Creation)

EXHIBIT B
Depiction of the Property



Attachment: Draft Resolution (Celina Mosaic - PID Creation)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Bella Lopez, Senior Planner
CC:	Jason Laumer, City Manager
Date:	November 9, 2021
Re:	Hillside Village - PID Dissolution

Action Requested:
Conduct a public hearing to consider testimony regarding the dissolution of the existing Hillside Village Public Improvement District and act upon a resolution dissolving the existing Hillside Village Public Improvement District. (Hillside Village - PID Dissolution) (Lopez)

Background Information:
Please refer to the attachments for further information.

Legal Review:
This item has been reviewed by the City Attorney.

Supporting Documents:
- Staff Presentation
- Draft Resolution

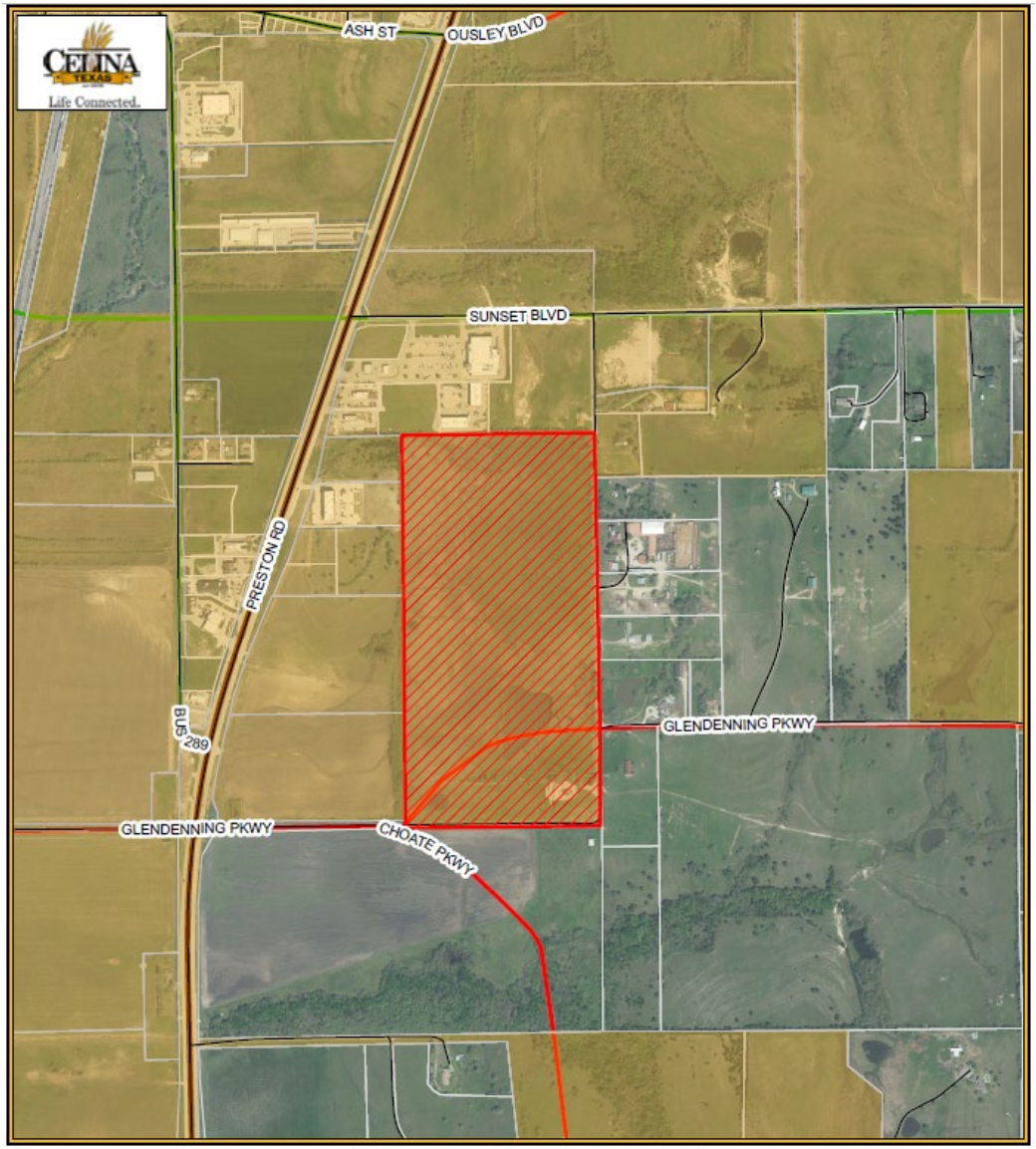
Staff Recommendation:
Staff recommends approval.

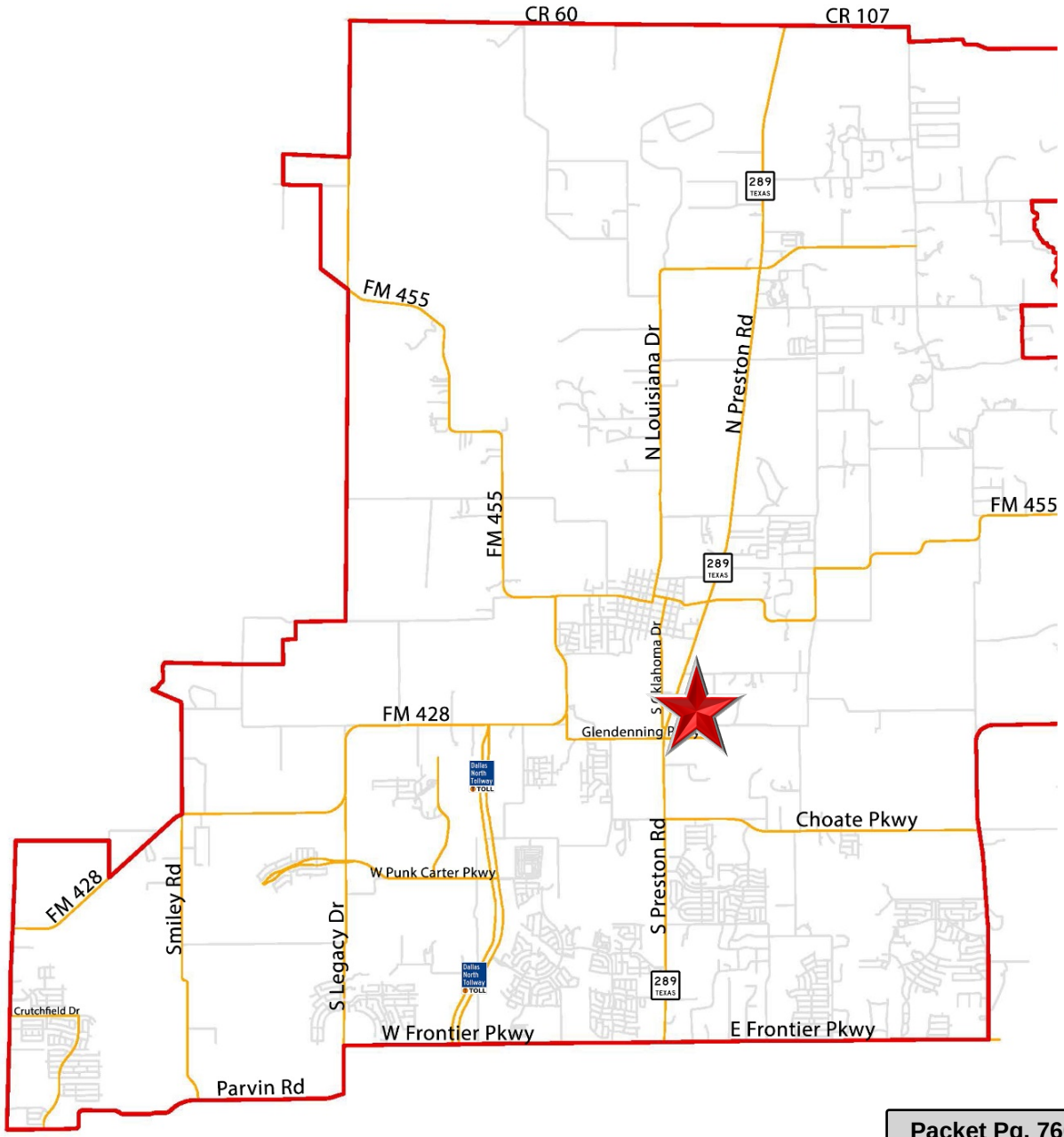
HILLSIDE VILLAGE

PID DISSOLUTION, CREATION, & PRE-SAP

City Council
November 9, 2021

Attachment: Staff Presentation (Hillside Village - PID Dissolution)





Attachment: Staff Presentation (Hillside Village - PID Dissolution)

BACKGROUND

- The Development Agreement (DA) for the subject property was approved by Council on June 8, 2021
- The DA allowed for a PID to fund, in part, the Public infrastructure associated with the project
- The original Planned Development (PD#66) was approved in April 2016 and amended in July 2021
- The original PID is being dissolved due to a minor acreage discrepancy

Attachment: Staff Presentation (Hillside Village - PID Dissolution)

PID OVERVIEW

- The PID will consist of approximately 72 acres with extensive infrastructure needed to serve the project
- Maximum funding of $12mm in Authorized Improvements costs

Attachment: Staff Presentation (Hillside Village - PID Dissolution)

PID TIMELINE

- ~~October 12, 2021 – PID Petition Resolution~~
- ~~October 12, 2021 – PID Dissolution Petition Resolution~~
- November 9, 2021 – PID Dissolution Resolution
- November 9, 2021 – PID Creation Resolution
- November 9, 2021 – PID Pre-SAP Resolution (Action item)
- April 12, 2022 – Pre-SAP Resolution & Calling Assessment
- May 10, 2022 – SAP/Levy Ordinance
- May 10, 2022 – Bond Ordinance

Attachment: Staff Presentation (Hillside Village - PID Dissolution)

RECOMMENDATION

- Staff recommends approval per the governing Development Agreement

Attachment: Staff Presentation (Hillside Village - PID Dissolution)

CITY OF CELINA, TEXAS
RESOLUTION NO. __

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, DISSOLVING THE HILLSIDE VILLAGE PUBLIC IMPROVEMENT DISTRICT AUTHORIZED BY CITY COUNCIL RESOLUTION NO. 2021-59R DUE TO THE REQUEST FOR THE CREATION OF THE NEW HILLSIDE VILLAGE PUBLIC IMPROVEMENT DISTRICT AND RESOLVING OTHER MATTERS INCIDENT THERETO.

WHEREAS, Chapter 372 of the Texas Local Government Code (the "***Act***") authorizes the creation of public improvement districts; and

WHEREAS, on August 10, 2021, by Resolution No. 2021-59R the City Council (the "***City Council***") of the City of Celina, Texas (the (the "***City***") after public hearing, authorized the creation of the Hillside Village Public Improvement District (the "***Original District***"); and

WHEREAS, on September 28, 2021, the owners of real property submitted and filed with the City Secretary of the City a petition (the "***Dissolution Petition***"), requesting that the City Council dissolve the Original District subject to the creation of a new public improvement district for the development known as Hillside Village (the "***Second District***"); and

WHEREAS, after providing due notice as required by applicable law, including the Act, the City Council held a public hearing on November 9, 2021, on the Dissolution Petition and the dissolution of the Original District; and

WHEREAS, after hearing all public comments and testimony relating to the Dissolution Petition and the dissolution of the Original District, the City Council closed the public hearing; and

WHEREAS, on September 28, 2021, by separate petition, the owners of real property submitted and filed with the City Secretary of the City a petition (the "***Creation Petition***") requesting that the City Council create the Second District to include the property contained within the Original District as well as adding approximately 0.22 acres that was unintentionally excluded from the Original District all as described by metes and bounds and depicted in the exhibits to the Creation Petition; and

WHEREAS, as of the date of this Resolution, no assessments have been levied on property within the Original District; and

WHEREAS, the Dissolution Petition was signed by: (i) the owners of taxable real property representing more than fifty percent (50%) of the appraised value of the taxable real property liable for assessment, as determined by the current roll of the Collin County Appraisal District, and (ii)

Attachment: Draft Resolution (Hillside Village - PID Dissolution)

the record owners of real property who: (A) constitute more than fifty percent (50%) of all record owners of property that is liable for assessment within the District; or (B) own taxable real property that constitutes more than fifty percent (50%) of the area of all taxable real property that is liable for assessment; and

WHEREAS, the Act requires that prior to the adoption of a resolution dissolving the Original District, the City Council must hold a public hearing on the advisability of dissolving the Original District in the same manner as a public hearing under Section 372.009 of the Act; and

WHEREAS, after providing due notice as required by applicable law, including the Act, the City Council held a public hearing on November 9, 2021, on the Dissolution Petition and the dissolution of the Original District; and

WHEREAS, after hearing all public comments and testimony relating to the Dissolution Petition, the City Council closed the public hearing; and

WHEREAS, the City Council now wishes to dissolve the Original District.

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 the City was filed with the City Secretary and City staff determined that same complied with the requirements of the Act.

Section 3. The City Council has considered the Dissolution Petition and the evidence and testimony presented at the public hearing on November 9, 2021.

Section 4. Pursuant to the Act, including, without limitation, Section 372.011 and 372.009, the City Council hereby finds and declares that the Hillside Village Public Improvement District created by Resolution 2021-59R is dissolved for all purposes.

Section 5. The City Council hereby authorizes and directs the City Secretary or the Assistant City Secretary, on or before November 16, 2021, in accordance with the Act, to file a copy of this Resolution dissolving the District with the county clerk of each county in which all or part of the public improvement district is located.

Section 6. Effective upon the date of the passage of this Resolution, the Original District shall be dissolved.

Section 7. This Resolution shall take effect immediately from and after its passage.

[Execution page follows]

Attachment: Draft Resolution (Hillside Village - PID Dissolution)

PASSED AND APPROVED THIS THE 9TH DAY OF NOVEMBER, 2021.

CITY OF CELINA, TEXAS

_____

SEAN TERRY, MAYOR

ATTEST:

_____

DAVID AMSLER, ASSISTANT CITY SECRETARY

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2021, by Sean Terry, Mayor of the City of Celina, Texas on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

Attachment: Draft Resolution (Hillside Village - PID Dissolution)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Bella Lopez, Senior Planner
CC:	Jason Laumer, City Manager
Date:	November 9, 2021
Re:	Hillside Village - PID Creation

Action Requested:
Conduct a public hearing to consider testimony regarding the creation of the Hillside Village Public Improvement District and act upon a resolution creating the Hillside Village Public Improvement District. (Hillside Village – PID Creation) (Lopez)

Background Information:
Please refer to the attached resolution and the related PID Dissolution item for further information.

Legal Review:
This item has been reviewed by the City Attorney.

Supporting Documents:
- Draft Resolution

Staff Recommendation:
Staff recommends approval.

CITY OF CELINA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CELINA, TEXAS AUTHORIZING AND CREATING THE HILLSIDE VILLAGE PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (the "City" or "Celina"), is authorized under Chapter 372 of the Texas Local Government Code (the "Act"), to create a public improvement district within its City limits or its extraterritorial jurisdiction ("ETJ"); and

WHEREAS, on *September 28, 2021*, the owners of (1) taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located and (2) record owner of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal (the "Petitioner"), within the City, submitted and filed with the City Secretary of Celina (the "City Secretary") a petition ("Petition") requesting the establishment of a public improvement district for property within the corporate limits of the City; and

WHEREAS, the Petition requested the creation of the Hillside Village Public Improvement District (the "District"), which District is located within the City of Celina and more particularly described by metes and bounds in **Exhibit A** and depicted in **Exhibit B** (the "Property") each attached hereto and incorporated herein for all purposes; 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 publishing notice in the *Celina Record*, an official newspaper of general circulation in Celina and mailing notice of the hearing, all as required by and in conformity with the Act, the City Council, conducted a public hearing on the advisability of the improvements and services on *November 9, 2021*; and

Attachment: Draft Resolution (Hillside Village – PID Creation)

WHEREAS, the City Council of Celina closed the public hearing on the advisability of the improvements and services on *November 9, 2021*.

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 Section 372.005 of the Act.

Section 3. Pursuant to the requirements of the Act, including, without limitation, Sections 372.006, 372.009(a), and 372.009(b), the City Council of Celina, after considering the Petition and the evidence and testimony presented at the public hearing on *November 9, 2021*, hereby finds and declares:

(a) **Advisability of the Proposed Improvements**. It is advisable to create the District to provide the Authorized Improvements (as defined and described below). The Authorized Improvements are feasible and desirable and will promote the interests of Celina and will confer a special benefit on the Property.

(a) **General Nature of the Authorized Improvements.** The purposes of the District include the design, acquisition, and construction of public improvement projects authorized by §372.003(b) of the Act that are necessary for development of the Property, which public improvements will include, but not be limited to: (1) design, construction and other allowed costs related to street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, and rights-of-way; (2) design, construction and other allowed costs related to storm drainage improvements; (3) design, construction and other allowed costs related to water, wastewater and drainage (including detention) improvements and facilities; (4) design, construction and other allowed costs related to erection of fountains, distinctive lighting and signs, screening walls and acquisition and installation of pieces of art; (5) design, construction and other allowed costs related to

Attachment: Draft Resolution (Hillside Village – PID Creation)

parks, open space, and recreational improvements, including trails, landscaping, and irrigation related thereto; (6) design, construction and other allowed costs related to off-street parking facilities, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage and rights-of-way; (7) design, construction and other allowed costs related to projects similar to those listed in subsections (1) - (6) above authorized by the Act, including similar off-site projects that provide a benefit to the Property within the District; (8) payment of expenses incurred in the establishment, administration and operation of the District; and (9) payment of expenses associated with financing such public improvement projects, which may include but are not limited to, costs associated with issuance and sale of revenue bonds secured by assessments levied against the Property (collectively, the "***Authorized Improvements***"). These Authorized Improvements shall promote the interests of Celina and confer a special benefit upon the Property.

(b) **Estimated Costs of the Authorized Improvements and Apportionment of Costs**. The estimated total costs of the Authorized Improvements is $12,000,000.00, which costs shall be paid by assessment of the property owners within the proposed District. Celina will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the Property. No municipal property in the District shall be assessed. The developer of the property (the "Developer") may also pay certain costs of the Authorized Improvements from other funds available to the Developer.

(c) **Boundaries of the District.** The District is proposed to include approximately 71.336 acres of land generally located 1/4 mile east of Preston Road and adjacent to the north of East Glendenning Parkway and adjacent to the west of County Road 89, located within the corporate limits of the City, as more particularly depicted in **Exhibit A** attached hereto, and as more properly described in the metes and bounds described in **Exhibit B** attached hereto.

(d) **Proposed Method of Assessment**. Celina shall levy an assessment on each parcel of the Property within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments, including interest, may be paid

Attachment: Draft Resolution (Hillside Village – PID Creation)

in full or in part at any time, and certain assessments may be paid in annual installments, with interest. If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessments, and must continue for a period necessary to retire the indebtedness for those Authorized Improvements (including interest).

(e) **Management of the District.** The District shall be managed by Celina, with the assistance of a consultant, who shall, from time to time, advise Celina regarding certain operations of the District.

(f) **Advisory Board.** The District shall be managed without the creation of an advisory body.

Section 4. The Hillside Village Public Improvement District is hereby authorized and created as a public improvement district under the Act in accordance with the findings of the City Council as to the advisability of the Authorized Improvements contained in this Resolution, the nature and the estimated costs of the Authorized Improvements, the boundaries of the District, the method of assessment, and the apportionment of costs as described herein; and the conclusion that the District is needed to fund such Authorized Improvements.

Section 5. The City Council hereby authorizes and directs the City Secretary or Assistant City Secretary, on or before November 16, 2021, in accordance with the Act, to file a copy of this Resolution authorizing the District with the county clerk of each county in which all or part of the public improvement district is located.

Section 6. Effective upon the date of the passage of this Resolution, the District shall be established.

Section 7. This Resolution is effectively immediately from and after the date of its passage in accordance with law.

[Execution page follows]

Attachment: Draft Resolution (Hillside Village – PID Creation)

PASSED AND APPROVED THIS THE 9TH DAY OF NOVEMBER, 2021.

CITY OF CELINA, TEXAS

_____

SEAN TERRY, MAYOR

ATTEST:

_____

DAVID AMSLER, ASSISTANT CITY SECRETARY

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2021, by Sean Terry, Mayor of the City of Celina, Texas on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

Attachment: Draft Resolution (Hillside Village – PID Creation)

EXHIBIT A
Metes and Bounds Description of the Property
(approximately 71.336 acres)

BEING A 71.336 ACRE TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY # 14, ABSTRACT NO. 167, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND BEING ALL OF A 71.296 ACRE TRACT OF LAND, CONVEYED TO CELINA LAND INVESTORS, LTD., AS RECORDED IN COUNTY CLERK'S FILE NO. 20150116000051930, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS. SAID 71.336 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE NAD83, (NAD83 (2011) EPOCH 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM COLLIN CORS ARP (PID-DF8982), AND DENTON CORS ARP (PID-DF8986), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED “SHIELDS” FOUND FOR THE NORTHWEST CORNER OF SAID 71.296 ACRE TRACT AND THE COMMON NORTHEAST CORNER OF A 3.50 ACRE TRACT OF LAND CONVEYED TO AL-RAZA ENTERPRISES INC., AS RECORDED IN COUNTY CLERK'S FILE NO. 20080312000296050, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS. SAID POINT BEING ON THE SOUTH LINE OF LOT 3R-1, BLOCK A OF THE REPLAT OF CELINA TOWN CENTER ADDITION-PHASE 2, AN ADDITION TO THE CITY OF CELINA, AS RECORDED IN COUNTY CLERK'S FILE NO. 20140312010000780, IN CABINET 2014, PAGE 117, AND IN SLIDE 9415-1-2, PLAT RECORDS, COLLIN COUNTY, TEXAS;

THENCE, NORTH 89 DEGREES 09 MINUTES 16 SECONDS EAST, ALONG THE NORTH LINE OF SAID 71.296 ACRE TRACT AND THE COMMON SOUTH LINE OF SAID LOT 3R-1, BLOCK A, THE SOUTH LINE OF LOT 6, BLOCK A OF CELINA TOWN CENTER ADDITION, PHASE 2, AN ADDITION TO THE CITY OF CELINA, AS RECORDED IN COUNTY CLERK'S FILE NO. 20070803010002610, IN CABINET 2007, PAGE 393, AND IN SLIDE 9415, PLAT RECORDS, COLLIN COUNTY, TEXAS, AND THE SOUTH LINE OF A 9.831 ACRE TRACT OF LAND CONVEYED AS “TRACT 2” TO CELINA COMMERCIAL INVESTMENTS, LLC., AS RECORDED IN COUNTY CLERK'S FILE NO. 20191101001383960, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, A DISTANCE OF 1237.55 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 71.296 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF SAID “TRACT2”. SAID POINT BEING ON THE WEST LINE OF A 2.74 ACRE TRACT OF LAND CONVEYED TO ROBERT C. LOFTICE, AS RECORDED IN COUNTY CLERK'S FILE NO. 19940404000314370, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS AND BEING WITHIN COUNTY ROAD NO. 89, (PRESCRIPTIVE RIGHT-OF-WAY);

THENCE, SOUTH 00 DEGREES 52 MINUTES 36 SECONDS EAST, ALONG THE EAST LINE OF SAID 71.296 ACRE TRACT AND THE COMMON WEST LINE SAID 2.74 ACRE TRACT, A 5.000 ACRE TRACT OF LAND CONVEYED TO MRN SQUARED, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 20210210000284360, OFFICIAL PUBLIC

Attachment: Draft Resolution (Hillside Village – PID Creation)

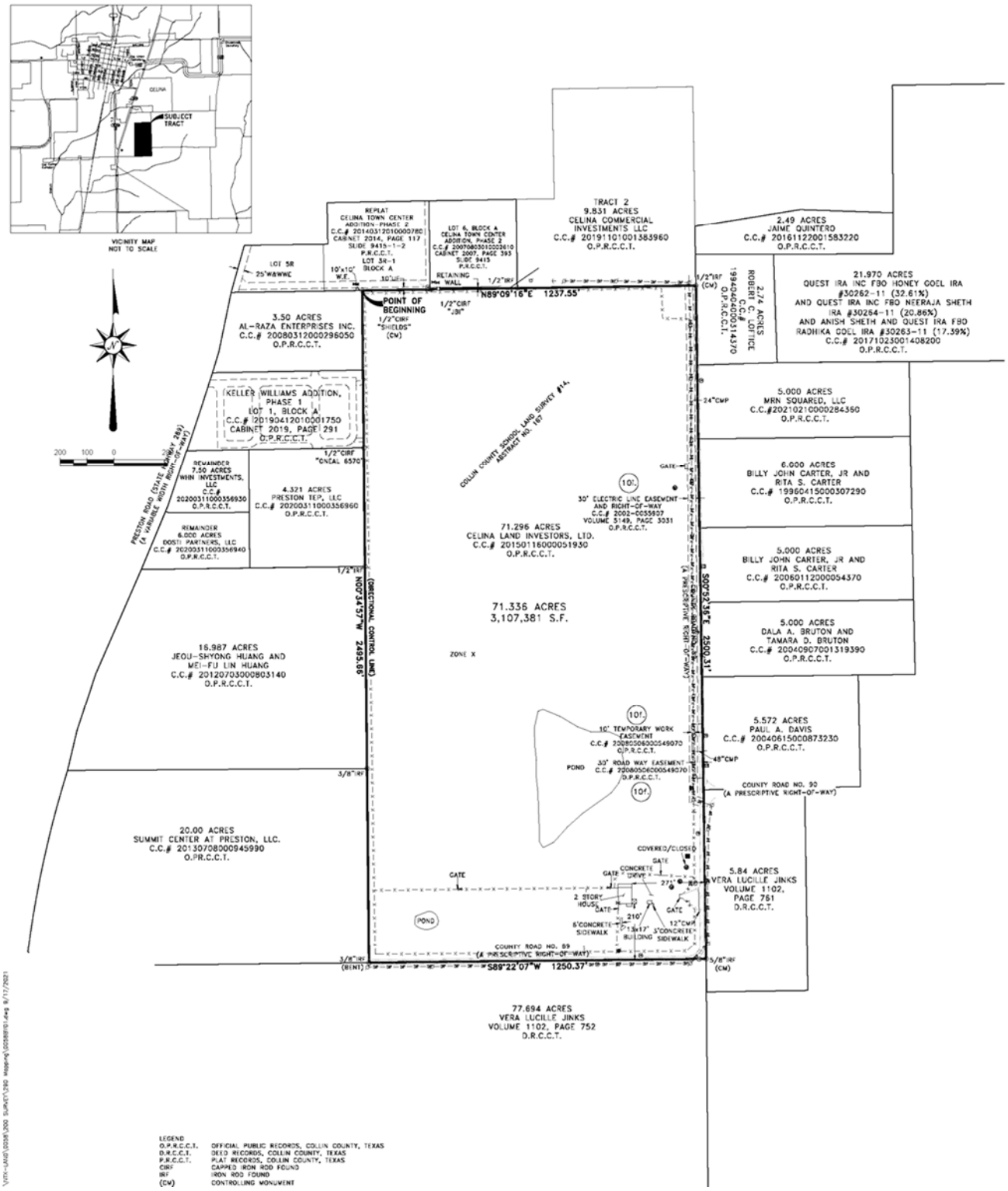
RECORDS, COLLIN COUNTY, TEXAS, A 6.000 ACRE TRACT OF LAND CONVEYED TO BILLY JOHN CARTER, JR. AND RITA S. CARTER, AS RECORDED IN COUNTY CLERK'S FILE NO. 19960415000307290, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, A 5.000 ACRE TRACT OF LAND CONVEYED TO BILLY JOHN CARTER, JR. AND RITA S. CARTER, AS RECORDED IN COUNTY CLERK'S FILE NO. 20060112000054370, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, A 5.000 ACRE TRACT OF LAND CONVEYED TO DALA A. BRUTON AND TAMARA D. BRUTON, AS RECORDED COUNTY CLERK'S FILE NO. 20040907001319390, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, A 5.572 ACRE TRACT OF LAND CONVEYED TO PAUL A. DAVIS, AS RECORDED IN COUNTY CLERK'S FILE NO. 20040615000873230 OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND A 5.84 ACRE TRACT OF LAND CONVEYED TO VERA LUCILLE JINKS, AS RECORDED IN VOLUME 1102, PAGE 761, DEED RECORDS, COLLIN COUNTY, TEXAS, WITH SAID COUNTY ROAD NO. 89, A DISTANCE OF 2500.31 FEET TO A 5/8" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID 71.296 ACRE TRACT AND THE COMMON NORTHEAST CORNER OF A 77.694 ACRE TRACT OF LAND CONVEYED TO VERA LUCILLE JINKS, AS RECORDED IN VOLUME 1102, PAGE 752, DEED RECORDS, COLLIN COUNTY, TEXAS;

THENCE, SOUTH 89 DEGREES 22 MINUTES 07 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 71.296 ACRE TRACT AND THE COMMON NORTH LINE OF SAID 77.694 ACRE TRACT, WITH THE APPROXIMATE CENTER OF SAID COUNTY ROAD NO. 89, A DISTANCE OF 1250.37 FEET TO A 3/8" IRON ROD FOUND, (BENT) FOR THE SOUTHWEST CORNER OF SAID 71.296 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF A 20.00 ACRE TRACT OF LAND CONVEYED TO SUMMIT CENTER AT PRESTON, LLC., AS RECORDED IN COUNTY CLERK'S FILE NO. 20130708000945990, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

THENCE, NORTH 00 DEGREES 34 MINUTES 57 SECONDS WEST, ALONG THE WEST LINE OF SAID 71.296 ACRE TRACT AND THE COMMON EAST LINE OF SAID 20.00 ACRE TRACT, THE EAST LINE OF A 16.987 ACRE TRACT OF LAND CONVEYED TO JEOU-SHYONG HUANG AND MEI-FU LIN HUANG, AS RECORDED IN COUNTY CLERK'S FILE NO. 20120703000803140, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, THE EAST LINE OF A 4.321 ACRE TRACT OF LAND CONVEYED TO PRESTON TEP, LLC., AS RECORDED IN COUNTY CLERK'S FILE NO. 20200311000356960, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, THE EAST LINE OF LOT 1, BLOCK A OF THE KELLER WILLIAMS ADDITION, PHASE 1, AN ADDITION TO THE CITY OF CELINA, AS RECORDED IN COUNTY CLERK'S FILE NO. 20190412010001750 AND IN CABINET 2019, PAGE 291, PLAT RECORDS, COLLIN COUNTY, TEXAS, AND THE EAST LINE OF AFORESAID 3.50 ACRE TRACT, A DISTANCE OF 2495.66 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 3,107,381 SQUARE FEET OR 71.336 ACRES OF LAND.

Attachment: Draft Resolution (Hillside Village – PID Creation)

EXHIBIT B
PROPERTY DEPICTION



Attachment: Draft Resolution (Hillside Village – PID Creation)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Bella Lopez, Senior Planner
CC:	Jason Laumer, City Manager
Date:	November 9, 2021
Re:	Parks at Wilson Creek PID Phase #1 SAP - Levy Ordinance

Action Requested:
Conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final The Parks at Wilson Creek Public Improvement District Service and Assessment Plan, including the Phase #1 Assessment Roll – Phase #1 Improvements and Initial Major Improvements; making a finding of special benefit to property within Phase #1 of The Parks at Wilson Creek Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against the Phase #1 assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance) (Lopez)

Background:
Please refer to the attachments for additional information.

Supporting Documents:
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval.

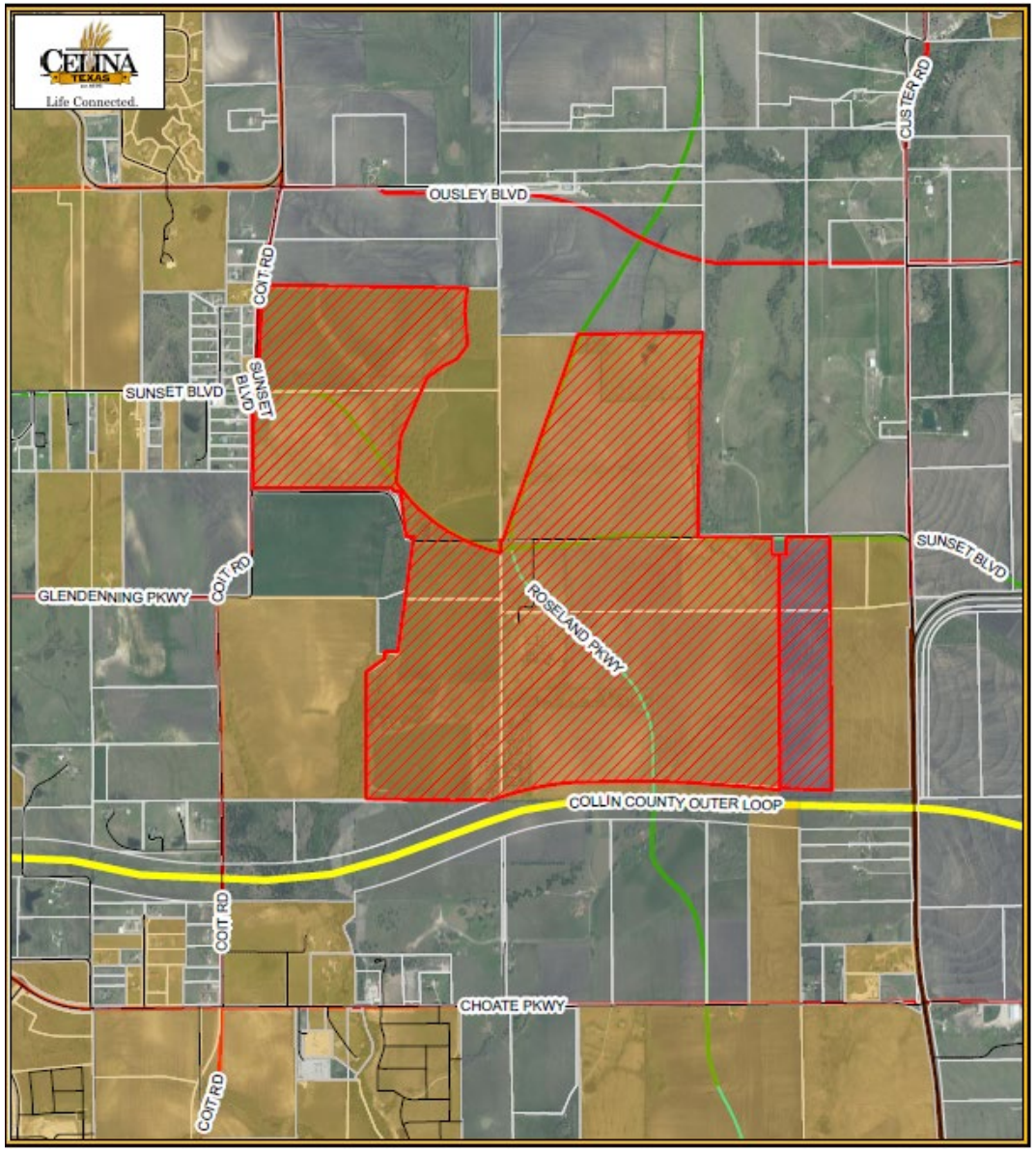
PARKS AT WILSON CREEK PID

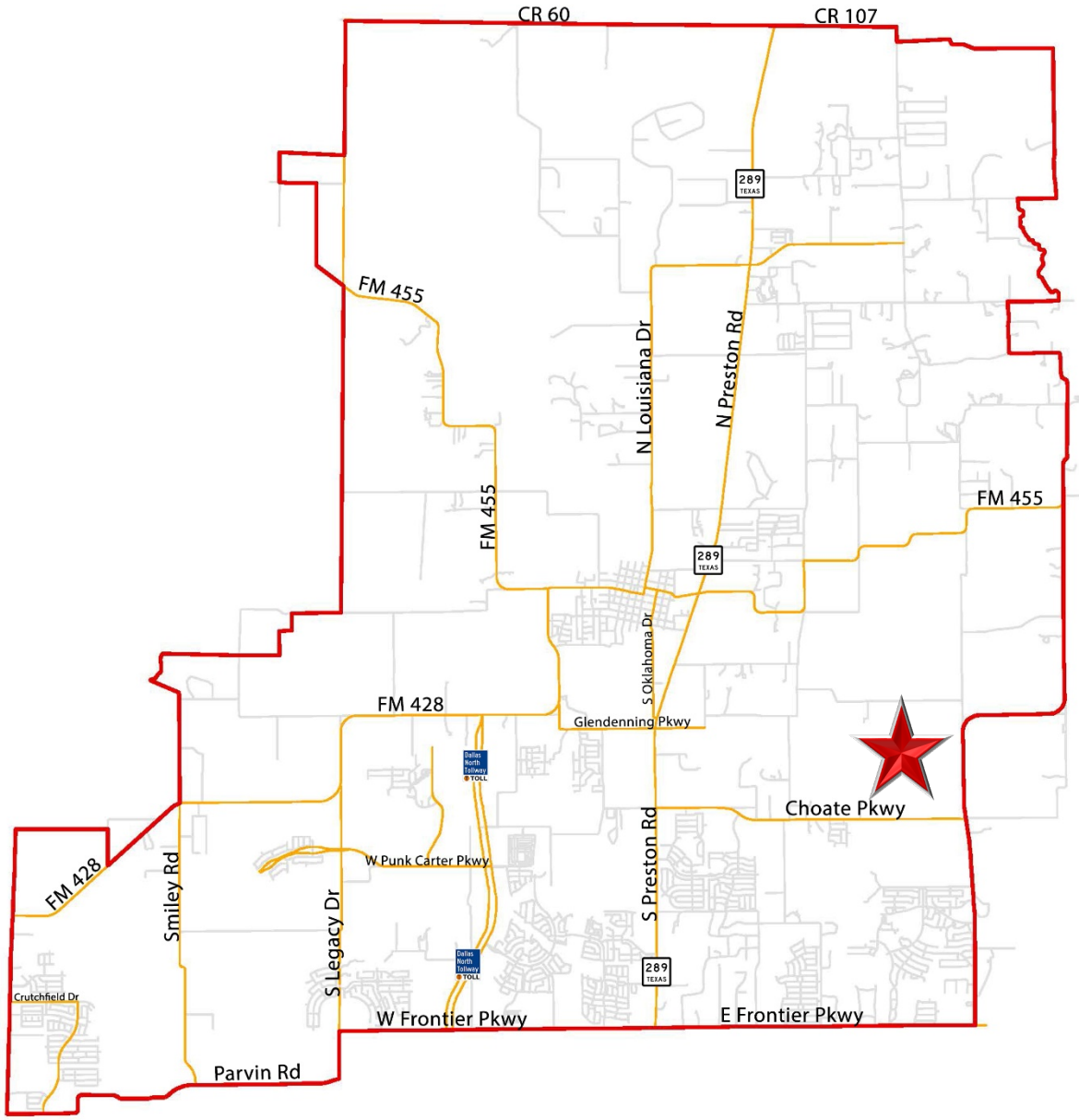
PHASE#1 ASSESSMENT LEVY
PHASE#1 ADDITIONAL MIA LEVY
INITIAL MI LEVY &
MIA ADDITIONAL MI LEVY

City Council

November 9, 2021

Attachment: Staff Presentation (Parks at Wilson Creek PID Phase #1 SAP – Levy





Attachment: Staff Presentation (Parks at Wilson Creek PID Phase #1 SAP – Levy

PID OVERVIEW

- 2164 lots

Major Improvement Area	Bonds	Reimbursable	Total
Initial Major Improvements	$13,250,000	$0	**$13,250,000**
Additional Major Improvements	$0	$12,780,092	**$12,780,092**
Total			**$26,030,092**

Phase #1	Bonded	Reimbursement Agreement	Total
Initial Major Improvements	$7,370,000	$0	**$12,231,659**
Phase #1 Direct Improvements		$4,858,659	
Additional Major Improvements	$0	$2,327,050	**$2,327,050**
Total			**$14,558,710**

- Estimated Aggregate Authorized Improvement cost: $40.5 mm
- Estimated PID assessment amount (Phase #1): $14.5 mm
- Estimated PID assessment amount (MIA): $26 mm

Attachment: Staff Presentation (Parks at Wilson Creek PID Phase #1 SAP – Levy

PID ASSESSMENT

Assessment per Unit (Phase #1)	
74’ Lot	$0
60’ Lot	$46,757
50’ Lot	$40,381
40’ Lot	$36,131

Assessment per Unit (MIA)	
74’ Lot	$17,298
60’ Lot	$15,222
50’ Lot	$13,147
40’ Lot	$11,763

Attachment: Staff Presentation (Parks at Wilson Creek PID Phase #1 SAP – Levy

PID TIMELINE

- ~~July 13, 2021 – PID Petition Resolution~~
- ~~August 10, 2021 – PID Creation Resolution~~
- ~~October 12, 2021 – PID Pre-SAP Resolution~~
- November 9, 2021 – Phase #1 SAP/Levy Ordinance
- November 9, 2021 – Phase #1 Additional MIA SAP/Levy Ordinance
- November 9, 2021 – Initial MI SAP/Levy Ordinance
- November 9, 2021 – MIA Additional MI SAP/Levy Ordinance
- November 9, 2021 – Phase #1 Bond Ordinance
- November 9, 2021 – MIA Bond Ordinance

Attachment: Staff Presentation (Parks at Wilson Creek PID Phase #1 SAP – Levy

RECOMMENDATION

- Staff recommends approval as presented

Attachment: Staff Presentation (Parks at Wilson Creek PID Phase #1 SAP – Levy

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS ACCEPTING AND APPROVING A SERVICE AND ASSESSMENT PLAN AND PHASE #1 ASSESSMENT ROLL – PHASE #1 IMPROVEMENTS AND INITIAL MAJOR IMPROVEMENTS FOR THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN PHASE #1 OF THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN PHASE #1 OF THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a petition was submitted and filed with the City Secretary (the "City Secretary") of the City of Celina, Texas (the "City") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"), requesting the creation of a public improvement district located within the corporate limits of the City; and

WHEREAS, the petition contained the signature of the owner of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Collin Central Appraisal District, and the signature of the record owner of 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 August 10, 2021, 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. 2021-58R (the "Authorization Resolution") adopted by a majority of the members of the City Council, authorized and created The Parks at Wilson Creek 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 12, 2021, the City Council adopted a resolution approving a preliminary service and assessment plan, including a proposed "Phase #1 Assessment Roll – Phase #1 Improvements and Initial Major Improvements" (as defined in the Service and

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

Assessment Plan); calling for a public hearing to consider an ordinance levying assessments on property within Phase #1 of the District (the "Assessments"); authorizing and directing the City Secretary of the City to file the proposed Phase #1 Assessment Roll – Phase #1 Improvements and Initial Major Improvements and make such assessment roll available for public inspection; authorizing and directing the publication of notice of a public hearing to consider the levying of the Assessments against the property within the 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 13, 2021, the City Secretary filed the proposed Phase #1 Assessment Roll – Phase #1 Improvements and Initial Major Improvements 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 18, 2021 in the *Celina Record*, a newspaper of general circulation in the City; and

WHEREAS, the City Secretary, pursuant to Section 372.016(c) of the PID Act, mailed the notice of the Levy and Assessment Hearing to the last known addresses of the owners of the property liable for the Assessments; and

WHEREAS, the City Council opened and convened the Levy and Assessment Hearing on November 9, 2021, and at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Phase #1 Assessment Roll – Phase #1 Improvements and Initial Major Improvements, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the Actual Costs of the Phase #1 Improvements and portion of the Initial Major Improvements allocated to Phase #1 to be undertaken for the benefit of the Phase #1 Assessed Property (each as defined in the Service and Assessment Plan and, collectively, the "Phase #1 Projects"), the purposes of the Assessments, the special benefits of the Phase #1 Projects, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council finds and determines that the Phase #1 Assessment Roll – Phase #1 Improvements and Initial Major Improvements and The Parks at Wilson Creek Public Improvement District Service and Assessment Plan, dated November 9, 2021, in a form substantially similar to the attached ***Exhibit A,*** (the "Service and Assessment Plan"), and which is incorporated herein for all purposes, should be approved and that the Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan and the Phase #1 Assessment Roll – Phase #1 Improvements and Initial Major Improvements attached thereto as Appendix I; and

WHEREAS, the City Council further finds that there were no objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of the Actual Costs of the Phase #1 Projects (as described in the Service and Assessment

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

Plan), the Phase #1 Assessment Roll – Phase #1 Improvements and Initial Major Improvements, or the levy of the Assessments against the Phase #1 Assessed Property; and

WHEREAS, the owners (the "Landowners"), or their representatives, of the majority of the privately-owned and taxable property located within Phase #1 of the District, who are the persons to be assessed pursuant to this Ordinance, have indicated their approval and acceptance of the Service and Assessment Plan, approval of the Phase #1 Assessment Roll – Phase #1 Improvements and Initial Major Improvements, approval of this Ordinance, and approval of the levy of the Assessments against their property located within Phase #1 of the District; and

WHEREAS, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the PID Act.

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

Section 1. **Terms**.

Terms not otherwise defined herein are defined in the Service and Assessment Plan.

Section 2. **Findings**.

The findings and determinations set forth in the preambles hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section. The City Council hereby finds, determines, and ordains, as follows:

(a) The apportionment of the Actual Costs of the Phase #1 Projects (as reflected in the Service and Assessment Plan), and the Administrative Expenses (as defined in and as described by the Service and Assessment Plan) is fair and reasonable, reflects an accurate presentation of the special benefit each assessed parcel of the Phase #1 Assessed Property will receive from the construction of the Phase #1 Projects identified in the Service and Assessment Plan, and is hereby approved;

(b) The Service and Assessment Plan (i) covers a period of at least five years, (ii) defines the annual indebtedness and projected costs for the Phase #1 Projects, and (iii) includes a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended;

(c) The Service and Assessment Plan apportions the Actual Costs of the Phase #1 Projects to be assessed against the Phase #1 Assessed Property as Assessments and such apportionment is made on the basis of special benefits accruing to the property because of the Phase #1 Projects;

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

(d) All of the Phase #1 Assessed Property of the District which is being assessed in the amounts shown in the Phase #1 Assessment Roll – Phase #1 Improvements and Initial Major Improvements will be benefited by the Phase #1 Projects proposed to be constructed as described in the Service and Assessment Plan, and each parcel of Phase #1 Assessed Property will receive special benefits during the term of the Assessments equal to or greater than the total amount assessed;

(e) The method of apportionment of the Actual Costs of the Phase #1 Projects and Administrative Expenses set forth in the Service and Assessment Plan results in imposing equal shares of the Actual Costs of the Phase #1 Projects and Administrative Expenses on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the Actual Costs;

(f) The Service and Assessment Plan should be approved as the service plan and assessment plan for the District as described in Sections 372.013 and 372.014 of the PID Act;

(g) The Phase #1 Assessment Roll – Phase #1 Improvements and Initial Major Improvements should be approved as the Phase #1 Assessment Roll – Phase #1 Improvements and Initial Major Improvements for the Phase #1 Assessed Property within the District;

(h) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Assessments, interest on Annual Installments, interest and penalties on delinquent Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of the Assessments should be approved and will expedite collection of the Assessments in a timely manner in order to provide the services and improvements needed and required for Phase #1 of the District; and

(i) A written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered, and formally acted upon.

Section 3. Service and Assessment Plan.

The Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the PID Act as the service plan and the assessment plan for the District.

Section 4. Phase #1 Assessment Roll – Phase #1 Improvements and Initial Major Improvements.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

The Phase #1 Assessment Roll – Phase #1 Improvements and Initial Major Improvements is hereby accepted and approved pursuant to Section 372.016 of the PID Act as the Phase #1 Assessment Roll – Phase #1 Improvements and Initial Major Improvements of the District.

Section 5. Levy and Payment of Assessments for Actual Costs of the Phase #1 Projects.

(a) The City Council hereby levies an assessment on each parcel of Phase #1 Assessed Property (excluding Non-Benefitted Property, as defined in the Service and Assessment Plan), as shown and described in the Service and Assessment Plan and the Phase #1 Assessment Roll – Phase #1 Improvements and Initial Major Improvements, in the respective amounts shown on the Phase #1 Assessment Roll – Phase #1 Improvements and Initial Major Improvements, as a special assessment on the properties set forth in the Phase #1 Assessment Roll – Phase #1 Improvements and Initial Major Improvements.

(b) The levy of the Assessments shall be effective on the date of execution of this Ordinance levying the Assessments and strictly in accordance with the terms of the Service and Assessment Plan and the PID Act.

(c) The collection of the Assessments shall be as described in the Service and Assessment Plan and the PID Act.

(d) Each Assessment may be paid in a lump sum at any time or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.

(f) Each Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.

(g) The Administrative Expenses for the Phase #1 Assessed Property shall be calculated and collected pursuant to the terms of the Service and Assessment Plan.

Section 6. Method of Assessment.

The method of apportioning the Actual Costs of the Phase #1 Projects and Administrative Expenses are set forth in the Service and Assessment Plan.

Section 7. Penalties and Interest on Delinquent Assessments.

Delinquent Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Service and Assessment Plan and as allowed by law.

Section 8. Prepayments of Assessments.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

As provided in Section VI of the Service and Assessment Plan, the owner of any Phase #1 Assessed Property subject to an Assessment may prepay the Assessments levied by this Ordinance.

Section 9. **Lien Priority**.

The City Council and the Landowners intend for the obligations, covenants and burdens on the Landowners of each parcel of Phase #1 Assessed Property, including without limitation such Landowners' obligations related to payment of the Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Assessments and the Annual Installments thereof which are levied hereby shall be binding upon the Landowners, as the owners of each parcel of Phase #1 Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. The Assessments shall have lien priority as specified in the Service and Assessment Plan and the PID Act.

Section 10. **Appointment of Administrator and Collector of Assessments**.

(a) Appointment of Administrator.

MuniCap, Inc., is hereby appointed and designated to initially serve, or until otherwise determined by the City Council, as the Administrator of the Service and Assessment Plan and of the Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such service shall constitute an Administrative Expense.

(b) Appointment of Collector.

The Collin County Tax Assessor and Collector is hereby appointed and designated as the collector of the Assessments.

Section 11. **Applicability of Tax Code.**

To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of the Assessments by the City.

Section 12. **Filing in Land Records**.

The City Secretary or the Assistant City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and the Phase #1 Assessment Roll – Phase #1 Improvements and Initial Major Improvements, to be recorded in the real property records of Collin County, not later than the seventh day after the date the City Council adopts this Ordinance approving the Service and Assessment Plan. The City Secretary or the Assistant City Secretary is further directed to similarly file each Annual Service Plan Update (as

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

defined in the Service and Assessment Plan) approved by the City Council not later than the seventh day after the date that the City Council approves each Annual Service Plan Update.

Section 13. Severability.

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity or any other portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 14. Effective Date.

This Ordinance shall take effect, and the levy of the Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage and execution hereof.

[Remainder of Page Intentionally Left Blank; Signatures to Follow]

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

PASSED AND ADOPTED, this the 9th day of November, 2021.

CITY OF CELINA, TEXAS

_____
Mayor

ATTEST:

_____
Assistant City Secretary

(City Seal)

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2021 by Sean Terry, Mayor of the City of Celina, Texas on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

EXHIBIT A

Service and Assessment Plan

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT

CELINA, TEXAS

SERVICE AND ASSESSMENT PLAN

November 9, 2021

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT

SERVICE AND ASSESSMENT PLAN

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Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On August 10, 2021, the City Council of the City of Celina, Texas passed and approved Resolution No. 2021-58R (filed in the real property records of Collin County, Texas as Document No. 20210817001660740 on August 17, 2021) approving and authorizing the creation of The Parks at Wilson Creek Improvement District (the "PID") to finance the costs of certain public improvements for the benefit of property in the PID (the "Authorized Improvements"), all of which is located within the City of Celina.

The property in the PID is proposed to be developed in multiple phases, and the PID will finance public improvements as the property within the PID is developed. Assessments will be imposed on the property for the public improvements to be constructed.

Chapter 372 of the Texas Local Government Code, the "Public Improvement District Assessment Act" (as amended, the "PID Act"), governs the creation and operation of public improvement districts within the State of Texas. The Parks at Wilson Creek Public Improvement District Service and Assessment Plan (the "Service and Assessment Plan") has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan must: (1) cover a period of at least five years; (2) define the annual indebtedness and the projected costs for improvements, and (3) include a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The plan shall be reviewed and updated annually for the purpose of determining the annual budget for improvements." The service plan is described in Section IV of this Service and Assessment Plan.

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

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

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

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

B. Definitions

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

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

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

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

"Additional Interest Component" means the amount collected by application of the Additional Interest.

"Additional Interest Reserve" has the meaning set forth in Section V.G of this Service and Assessment Plan.

"Additional Major Improvements" mean the Authorized Improvements described in Section III.C that benefit all Assessed Property within the PID and that are constructed after the Initial Major Improvements. Although subject to change, current plans anticipate that the Additional Major Improvements will be constructed with the development of Phases #2 through #5.

"Administrative Expenses" mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

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

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

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

"Annual Service Plan Update" has the meaning set forth in the second paragraph of Section IV of this Service and Assessment Plan.

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

"Assessment" means an assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act. An Assessment for a Parcel consists of the Annual Installments to be collected in all years including the portion of those Annual Installments collected to pay Administrative Expenses and interest on all Assessments.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

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

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

"Assessment Roll" means, as applicable, the Major Improvement Area Assessment Roll - Initial Major Improvements, the Major Improvement Area Assessment Roll - Additional Major Improvements, the Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements, the Phase #1 Assessment Roll - Additional Major Improvements or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update.

"Authorized Improvements" mean those public improvements described in Section III of this Service and Assessment Plan and authorized under Section 372.003 of the PID Act, constructed and installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

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

"**Budgeted Cost(s)**" means the amounts budgeted to construct the Authorized Improvements as used in the preparation of this Service and Assessment Plan.

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

"City" means the City of Celina, Texas.

"City Council" means the duly elected governing body of the City.

"**County**" means Collin County, Texas.

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

"Developer" means The Parks at Wilson Creek, L.P., a Texas limited partnership, and any successor owner of the Property or any portion thereof with obligation to construct all or a portion of the Authorized Improvements.

"Development Agreement" means that certain *Amended and Restated Development Agreement (The Parks at Wilson Creek)* entered into as of September 8, 2015 by and between the City, , Developer and the Testamentary Trust Created Under the Will of Moses Hubbard, Deceased,

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

Probate No. 1762-1906, Probate Court, Collin County Texas and Second Amendment and Restatement of Moses and Mary Jane Hubbard Trust UWD January 5th, 1897, related to the property within the PID, recorded in the real property records of Collin County, Texas, as Document No. 20150917001181960 on September 17, 2015, as amended by that certain *First Amendment to Amended and Restated Development Agreement (The Parks at Wilson Creek)* entered into as of October 8, 2019, by and between the City and Developer, recorded in the real property records of Collin County, Texas, as Document No. 20191021001322210 on October 12, 2019, as further amended by that certain *Second Amendment to Amended and Restated Development Agreement (The Parks at Wilson Creek)* entered into as of September 14, 2021, by and between the City and Developer, recorded in the real property records of Collin County, Texas, as Document No. _____ on _____, 2021, and as the same may be amended from time to time.

"Equivalent Units" mean, as to any Parcel the number of dwelling units by lot type expected to be built on the Parcel multiplied by the factors calculated and shown in Appendix F attached hereto.

"Future Major Improvements" mean Authorized Improvements that benefit all Assessed Property within the PID and that are constructed after the Additional Major Improvements. Although subject to change, current plans anticipate that any Future Major Improvements will be constructed with the development of Phases #6 through #8.

"**Future Phases**" means Phases that are fully developed after Phase #1, as such areas are generally depicted and described in Appendix A. The Future Phases are subject to adjustment and are shown for example only.

"Homeowner Association" means a homeowner's association or property owners' association established for the benefit of property owners within the boundaries of the PID.

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

"Initial Major Improvements" mean the Authorized Improvements described in Section III.C that benefit all Assessed Property within the PID and that are constructed concurrently with Phase #1.

"Initial Major Improvement Area Bonds" mean those certain City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (Parks at Wilson Creek Public Improvement District Initial Major Improvements Project) that are secured by the portion of the Major Improvement Area Assessment Revenues related to the Initial Major Improvements and collected as shown on the Major Improvement Area Assessment Roll - Initial Major Improvements attached as Appendix G.

"Lot" means a tract of land described as a "lot" in a subdivision plat recorded in the official public records of the County.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

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

"Major Improvement Area" or **"MIA"** means the property within the PID excluding Phase #1 which is to be developed subsequent to Phase #1 and generally depicted in Appendix A of this Service and Assessment Plan or any Annual Service Plan Update.

"Major Improvement Area Assessed Property" means, for any year, all Parcels within the PID other than (a) Non-Benefited Property, and (b) Parcels within Phase #1.

"Major Improvement Area Assessments - Additional Major Improvements" means an assessment levied against a Parcel in the Major Improvement Area imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Major Improvement Area Assessment Roll - Additional Major Improvements as Appendix H, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act. An Assessment for a Parcel consists of the Annual Installments to be collected in all years including the portion of those Annual Installments collected to pay Administrative Expenses and interest on all Assessments.

"Major Improvement Area Assessments - Initial Major Improvements" means an assessment levied against a Parcel in the Major Improvement Area imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Major Improvement Area Assessment Roll - Initial Major Improvements as Appendix G, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act. An Assessment for a Parcel consists of the Annual Installments to be collected in all years including the portion of those Annual Installments collected to pay Administrative Expenses and interest on all Assessments.

"Major Improvement Area Assessment Revenues" mean the revenues actually received by or on behalf of the City from the collection of Assessments levied against Major Improvement Area Assessed Property, or the Annual Installments thereof, for the Initial Major Improvements, Additional Major Improvements, and Future Major Improvements.

"Major Improvement Area Assessment Roll - Additional Major Improvements" means the document included in this Service and Assessment Plan as Appendix H, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

"Major Improvement Area Assessment Roll - Initial Major Improvements" means the document included in this Service and Assessment Plan as Appendix G, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"Major Improvement Area Projects" mean (i) the Initial Major Improvements allocable to Major Improvement Area, (ii) the Additional Major Improvements allocable to the Major Improvement Area, and (iii) Future Major Improvements, if any, allocable to the Major Improvement Area.

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

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

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

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

"**Phase #1 Assessed Property**" means all Parcels within Phase #1 other than Non-Benefited Property and shown in either the Phase #1 Assessment Roll - Additional Major Improvements and the Phase #1 Assessment Roll – Phase #1 Improvements and Initial Major Improvements against which an Assessment relating to the Phase #1 Projects is levied.

"Phase #1 Assessments - Phase #1 Improvements and Initial Major Improvements" means an assessment levied against a Parcel in Phase #1 imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements as Appendix I, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act. An Assessment for a Parcel consists of the Annual Installments to be collected in all years including the portion of those Annual Installments collected to pay Administrative Expenses and interest on all Assessments.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

"Phase #1 Assessments - Additional Major Improvements" means an assessment levied against a Parcel in Phase #1 imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Phase #1 Assessment Roll - Additional Major Improvements as Appendix J, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act. An Assessment for a Parcel consists of the Annual Installments to be collected in all years including the portion of those Annual Installments collected to pay Administrative Expenses and interest on all Assessments.

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

"Phase #1 Assessment Roll - Additional Major Improvements " means the document included in this Service and Assessment Plan as Appendix J**,** as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements" means the document included in this Service and Assessment Plan as Appendix I**,** as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"Phase #1 Bonds" mean those certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (The Parks at Wilson Creek Public Improvement District Phase #1 Project)" that are secured by the portion of the Phase #1 Assessment Revenues related to the Phase #1 Improvements and Initial Major Improvements and collected as shown on the Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements attached as Appendix I.

"Phase #1 Improvements" mean the Authorized Improvements which only benefit Phase #1 Assessed Property, which are described in Section III.D.

"Phase #1 Maximum Assessment Per Unit" means for Phase #1, an Assessment per unit for Phase #1 Projects for each applicable Lot Type as follows:

Lot Type 2 (60 Ft) - $52,838.70
Lot Type 3 (50 Ft) - $45,633.42
Lot Type 4 (40 Ft) - $40,829.91

"Phase #1 Projects" mean (i) the Phase #1 Improvements, (ii) the pro rata portion of the Initial Major Improvements allocable to Phase #1, (iii) the pro rata portion of the Additional Major Improvements allocable to Phase #1, and (iv) the pro rata portion of the Future Major Improvements, if any, allocable to Phase #1.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

"Phased PID Bonds" mean bonds issued to fund Authorized Improvements (or a portion thereof) in a Phase. In connection with the Phased PID Bonds, Assessments will be levied only on Parcels located within the Phase in question.

"PID" has the meaning set forth in Section I.A of this Service and Assessment Plan.

"PID Act" means Texas Local Government Code Chapter 372, Public Improvement District Assessment Act, Subchapter A, Public Improvement Districts, as amended.

"Prepayment Costs" mean interest and expenses to the date of prepayment, plus any additional expenses related to the prepayment, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment.

"Public Property" means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, the County, the City, a school district or any other public agency, whether in fee simple or through an exclusive use easement.

"Reimbursement Agreement" means that certain PID Reimbursement Agreement - The Parks at Wilson Creek, dated November 9, 2021, by and between the City and the Developer in which the Developer agrees to fund the Actual Costs of the Authorized Improvements and the City agrees to reimburse the Developer with interest as permitted by the PID Act solely from Assessment Revenues and/or the net proceeds of Bonds for a portion of such Actual Costs of the Authorized Improvements funded by the Developer for Authorized Improvements constructed and accepted by the City for the benefit of the Assessed Property.

"Service and Assessment Plan" means this Service and Assessment Plan prepared for the PID pursuant to the PID Act, as the same may be amended from time to time.

"Trustee" means the fiscal agent or trustee as specified in the Trust Indenture, including a substitute fiscal agent or trustee.

"Trust Indenture" means an indenture of trust, ordinance or similar document setting forth the terms and other provisions relating to the Bonds, as modified, amended, and/or supplemented from time to time.

"**Zoning Ordinance**" means Ordinance No. 2016-07 adopted by the City Council on February 9, 2016, as amended by Ordinance No.2019-43 adopted by the City Council on October 8, 2019, which ordinances established the permitted uses of, and standards for, the development of the property within the PID.

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Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is presently located within the City and contains approximately 646.967 acres of land. A map of the property within the PID is shown on Appendix A to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 2,164 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID.

The property within the PID is proposed to be developed as follows:

Table II-A
Proposed Development

Proposed Development	Quantity	Measurement
Single-family - 74 Ft	271	Units
Single-family - 60 Ft	698	Units
Single-family - 50 Ft	1012	Units
Single-family - 40 Ft	183	Units
Total	**2,164**	**Units**

B. PROPERTY INCLUDED IN THE MAJOR IMPROVEMENT AREA

The Major Improvement Area consists of approximately 537.7543 acres and are projected to consist of approximately 1,806 residential units. A map of the property within the Major Improvement Area is shown in Appendix A and more fully described in Appendix C.

Table II-B
Proposed Development - Major Improvement Area

Proposed Development	Quantity	Measurement
Single-family - 74 Ft	271	Units
Single-family - 60 Ft	598	Units
Single-family - 50 Ft	880	Units
Single-family - 40 Ft	57	Units
Total	**1,806**	**Units**

C. PROPERTY INCLUDED IN PHASE #1

Phase #1 consists of approximately 109.2127 acres and is projected to consist of 358 single family residential units, to be developed as Phase #1, as further described in Section III.D. A map of the property within Phase #1 is shown in Appendix A and more fully described in Appendix C.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

Table II-C
Proposed Development - Phase #1

Proposed Development	Quantity	Measurement
Single-family - 74 Ft	-	Units
Single-family - 60 Ft	100	Units
Single-family - 50 Ft	132	Units
Single-family - 40 Ft	126	Units
Total	**358**	**Units**

D. Property Included in Future Phases

As Future Phases are developed, additional Bonds, including Phased PID Bonds, may be issued or assessments may be levied. In connection with levy of additional assessments or the issuance of additional Bonds, this Service and Assessment Plan will be updated to add additional details of each new Phase(s) as shown for Phase #1 in Section II.C. A map of the projected property within each Future Phase is shown in Appendix A. The Future Phases are shown for illustrative purposes only and are subject to adjustment. The current Parcels in the PID are shown on the Assessment Rolls included as Appendix G, Appendix H, Appendix I, and Appendix J.

The estimated number of units at the build-out of the PID is based on the land use approvals for the property, the anticipated subdivision of property in the PID, and the Developer's estimate of the highest and best use of the property within the PID.

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Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

372.003. Authorized Improvements

(a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.

(b) A public improvement may include:

(i) landscaping;

(ii) erection of fountains, distinctive lighting, and signs;

(iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;

(iv) construction or improvement of pedestrian malls;

(v) acquisition and installation of pieces of art;

(vi) acquisition, construction, or improvement of libraries;

(vii) acquisition, construction, or improvement of off-street parking facilities;

(viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;

(ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;

(x) the establishment or improvement of parks;

(xi) projects similar to those listed in Subdivisions (i)-(x);

(xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;

(xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement;

(xiv) payment of expenses incurred in the establishment, administration and operation of the district; and

(xv) the development, rehabilitation, or expansion of affordable housing

After analyzing the public improvement projects authorized by the PID Act, the City has determined at this time to undertake only Authorized Improvements listed in Section III.B, Section III.C, and III.D below and shown in the opinion of probable costs shown in Appendix B and on the diagrams included as Appendix D for the benefit of the Assessed Property. Any change to the list of Authorized Improvements will require the approval of the City and an update to this Service and Assessment Plan.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

B. DESCRIPTIONS AND COSTS OF INITIAL MAJOR IMPROVEMENTS

The construction of the Initial Major Improvements to be constructed concurrently with the development of Phase #1 that benefit all of the Assessed Property within the PID commenced August 2021 and is anticipated to be completed by the end of 4Q 2022. The Budgeted Costs of the Initial Major Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of Equivalent Units. Each of Phase #1 and the Major Improvement Area will be proportionally allocated the Budgeted Costs of the Initial Major Improvements, as shown on Table III-A on the following page.

The Initial Major Improvements descriptions are presented below as provided by the project engineer. The Budgeted Costs of the Initial Major Improvements are shown in Table III-A and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

A description of the Initial Major Improvements follows:

Roadway Improvements

The roadway portion of the Initial Major Improvements includes, clearing, grubbing, excavation of streets and right of way, construction of moisture and lime treated subgrade and reinforced concrete street pavements, removal of existing curb or pavement asphalt street pavements, removal of existing curb or pavement, bridges, deceleration lanes, turn lanes, sidewalks, trails, retaining walls, median landscaping, signage and traffic control devices, and the acquisition of related right-of-way for such roadway improvements including an allocable share of perimeter road improvements, for the benefit of the Assessed Property. All roadway improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Improvements

The water distribution system portion of the Initial Major Improvements includes water mains of various diameters, generally 8-18 inches, that are generally polyvinyl chloride (PVC) pipe, matching gate valves and boxes, fire hydrants, tapping sleeves, service lines, and other water line appurtenances, including trench safety, for the benefit of the Assessed Property. All water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Sanitary Sewer Improvements

The sanitary sewer collection system portion of the Initial Major Improvements includes sanitary sewer mains of various diameters, generally PVC pipe 8-27 inches, manholes, lift stations, service lines, clean-outs, and other sewer main appurtenances, including trench safety, for the benefit of the Assessed Property. All sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

Storm Drainage Improvements

The storm drainage collection system portion of the Initial Major Improvements includes pre-development erosion control, silt fences, rock check dams, drainage structures, various size reinforced concrete pipes, reinforced concrete box culverts, curb inlets, headwalls, retention basins, detention structures and trench safety for the benefit of the Assessed Property. All storm drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Soft and Miscellaneous Costs

Soft and miscellaneous costs include costs related to designing, constructing, and installing the Initial Major Improvements including land planning and design, City fees, legal fees, engineering, soil testing, survey and construction management, contingency and expenses incurred in the establishment, administration and operation of the PID.

Table III-A
Estimated Initial Major Improvement Costs

Authorized Improvements	Total Initial Major Improvement Costs[1]	Initial Major Improvements Allocated to Phase #1	Initial Major Improvements Allocated to MIA
Roadway Improvements[2]	$8,036,365	$1,237,893	$6,798,472
Water Improvements	$520,974	$80,249	$440,725
Sanitary Sewer Improvements	$596,674	$91,910	$504,765
Storm Drainage Improvements	$1,391,540	$214,348	$1,177,192
Soft and Miscellaneous Costs	$1,077,190	$165,926	$911,263
Total	**$11,622,743**	**$1,790,326**	**$9,832,417**

Note: Costs provided by Kimley Horn. The figures shown in Table III-A may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the Total Authorized Improvements amount does not change.
1 - See Table V-A for allocation of Initial Major Improvements to Phase #1.
2 - Includes right-of-way acquisition.

C. DESCRIPTIONS AND COSTS OF ADDITIONAL MAJOR IMPROVEMENTS

Construction of the Additional Major Improvements that benefit all of the Assessed Property within the PID is concurrently planned to occur a Phases #2 through #5 are developed; and, such construction is anticipated to commence in 2023 and is expected to be completed within 60 months after commencement. The Budgeted Costs of the Additional Major Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of Equivalent Units. Each of Phase #1 and the Major Improvement Area will be proportionally allocated the Budgeted Costs of the Additional Major Improvements, as shown on Table III-B on the following page.

The Additional Major Improvements descriptions are presented below as provided by the project engineer. The Budgeted Costs of the Additional Major Improvements are shown in Table III-B

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and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

A description of the Additional Major Improvements follows:

Roadway Improvements

The roadway portion of the Additional Major Improvements includes clearing, grubbing, excavation of streets and right of way, construction of moisture and lime treated subgrade and reinforced concrete street pavements, removal of existing curb or pavement asphalt street pavements, removal of existing curb or pavement, bridges, deceleration lanes, turn lanes, sidewalks, trails, retaining walls, median landscaping, signage and traffic control devices, and the acquisition of related right-of-way for such roadway improvements including an allocable share of perimeter road improvements for the benefit of the Assessed Property. All roadway improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Improvements

The water distribution system portion of the Additional Major Improvements includes water mains of various diameters, generally 8-18 inches, that are generally polyvinyl chloride (PVC) pipe, matching gate valves and boxes, fire hydrants, tapping sleeves, service lines, and other water line appurtenances, including trench safety, for the benefit of the Assessed Property. All water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City

Sanitary Sewer Improvements

The sanitary sewer collection system portion of the Additional Major Improvements includes sanitary sewer mains of various diameters, generally PVC pipe 8-27 inches, manholes, lift stations, service lines, clean-outs, and other sewer main appurtenances, including trench safety, for the benefit of the Assessed Property. All sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City

Storm Drainage Improvements

The storm drainage collection system portion of the Additional Major Improvements includes pre-development erosion control, silt fences, rock check dams, sedimentation basins and drainage structures, various size reinforced concrete pipes, reinforced concrete box culverts, curb inlets, headwalls, retention basins, detention structures and trench safety for the benefit of the Assessed Property. All storm drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

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Soft and Miscellaneous Costs

Soft and miscellaneous costs include costs related to designing, constructing, and installing the Additional Major Improvements including land planning and design, City fees, legal fees, engineering, soil testing, survey and construction management, contingency and expenses incurred in the establishment, administration and operation of the PID.

Table III-B
Estimated Additional Major Improvement Costs

Authorized Improvements	Total Additional Major Improvement Costs[1]	Additional Major Improvements Allocated to Phase #1	Additional Major Improvements Allocated to MIA
Roadway Improvements	$8,755,343	$1,348,642	$7,406,701
Water Improvements	$831,668	$128,107	$703,561
Sanitary Sewer Improvements	$437,369	$67,371	$369,998
Storm Drainage Improvements	$3,176,010	$489,221	$2,686,789
Soft and Miscellaneous Costs	$1,906,752	$293,709	$1,613,043
Total	**$15,107,142**	**$2,327,050**	**$12,780,092**

Note: Costs provided by Kimley Horn. 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.
1 - See Table V-A for allocation of Additional Major Improvements to Phase #1.

D. Descriptions and Costs of Phase #1 Improvements

The construction of the Phase #1 Improvements that benefit the Phase #1 Assessed Property commenced August 2021 and is anticipated to be completed by the end of 4Q 2022. The Phase #1 Improvements descriptions are presented below as provided by the project engineer. The Phase #1 Projects include Phase #1's proportionate share of the Budgeted Costs of the Initial Major Improvements, the proportionate share of the Budgeted Costs of the Additional Major Improvements, and the Budgeted Costs of the Phases #1 Improvements. The Budgeted Costs of the Phase #1 Projects are shown in Table III-C and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

A description of the Phase #1 Improvements are as follows, and a description of the Initial Major Improvements and the Additional Major Improvements that are a portion of the Phase #1 Projects can be found in Section III.B and Section III.C, respectively.

Roadway Improvements

The roadway portion of the Phase #1 Improvements includes clearing, grubbing, excavation of streets and right of way, construction of moisture and lime treated subgrade and reinforced concrete street pavements, removal of existing curb or pavement asphalt street pavements, removal of existing curb or pavement, bridges, deceleration lanes, turn lanes, sidewalks, trails, retaining walls, median landscaping, signage and traffic control devices, and the acquisition of related right-of-way for such roadway improvements, for the benefit of the Phase #1 Assessed Property. All

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roadway improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Improvements

The water distribution system portion of the Phase #1 Improvements include PVC waterlines, various gate valves and boxes, fire hydrants, and tapping sleeves, service lines and other water line appurtenances for the benefit of the Phase #1 Assessed Property. All water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Sanitary Sewer Improvements

The sanitary sewer collection system portion of the Phase #1 Improvements includes PVC pipes, manholes, service lines, clean-outs, concrete encasements, and other sewer line appurtenances and trench safety for the benefit of the Phase #1 Assessed Property. All sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Storm Drainage Improvements

The storm drainage collection system portion of the Phase #1 Improvements includes pre and post development erosion control, silt fences, rock check dams, drainage structures, various size reinforced concrete pipes, reinforced concrete box culverts, curb inlets, headwalls, retention and detention structures and trench safety for the benefit of the Phase #1 Assessed Property. All storm drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Soft and Miscellaneous Costs

Soft and miscellaneous costs include costs related to designing, constructing, and installing the Phase #1 Improvements including land planning and design, City fees, legal fees, engineering, soil testing, survey and construction management, and contingency.

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Table III-C
Estimated Phase #1 Costs

Authorized Improvements	Phase #1 Improvements[1]	Proportional Share of Initial Major Improvements[1]	Subtotal Phase #1 Projects (Bonded)[1]	Proportional Share of Additional Major Improvements (Reimbursable)[2]	Total Phase # Projects
Road Improvements	$3,769,188	$1,237,893	$5,007,081	$1,348,642	$6,355,722
Water Improvements	$1,303,352	$80,249	$1,383,601	$128,107	$1,511,708
Sanitary Sewer Improvements	$979,387	$91,910	$1,071,297	$67,371	$1,138,667
Storm Drainage Improvements	$1,021,742	$214,348	$1,236,090	$489,221	$1,725,311
Soft and Miscellaneous Costs	$1,580,567	$165,926	$1,746,494	$293,709	$2,040,203
Total	**$8,654,236**	**$1,790,326**	**$10,444,562**	**$2,327,050**	**$12,771,612**

Note: Costs provided by Kimley Horn. The figures shown in Table III-C 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.
[1]See Table III-A. A portion is anticipated to be funded with Phase #1 Bonds and the remaining portion is anticipated to be financed under the Reimbursement Agreement.
[2]See Table III-B. Anticipated to be funded as set forth in Schedule I to the Reimbursement Agreement.

E. FUTURE PHASES AND FUTURE MAJOR IMPROVEMENTS

As Phases are developed, this SAP will be amended to identify the specific Authorized Improvements, which may include Authorized Improvements that confer a special benefit to the property inside each new Phase and/or additional Future Major Improvements that benefit all of the Assessed Property within the PID and that will be constructed with the development of Phases #6 through #8 (e.g. a Table III-D will be added to show the costs for the specific Authorized Improvements financed within the specific Phase being developed or the tables above will be updated to reflect the allocation of the costs of the Future Major Improvements, as applicable.)

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Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

IV. SERVICE PLAN

A. SOURCES AND USES OF FUNDS

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five year period. Construction of the Phase #1 Improvements and the Initial Major Improvements commenced in August 2021, and it is anticipated that construction of the Phase #1 Improvements and the Initial Major Improvements will be complete by the end of 4Q 2022. Construction of the Additional Major Improvements is anticipated to commence in 2023 and is expected to be completed within 60 months after commencement.

The Budgeted Costs for the Major Improvement Area's pro rata portion of Initial Major Improvements and Additional Major Improvements plus costs related to the issuance of the Initial Major Improvement Area Bonds and payment of its allocated portion of the expenses incurred in the establishment, administration and operation of the PID is $26,030,092 as shown in Table IV-A. The Budgeted Costs for Phase #1 Improvements, Phase #1's pro rata portion of Initial Major Improvements, Phase #1's pro rata portion of Additional Major Improvements plus costs related to the issuance of the Phase #1 Bonds and payment of its allocated portion of the expenses incurred in the establishment, administration and operation of the PID is $14,558,710 as shown in Table IV-B. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the estimated Authorized Improvement costs, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an "Annual Service Plan Update."

As Future Phases are developed , this Service and Assessment Plan will be amended to provide updated information on the Authorized Improvements, which may include Authorized Improvements that confer a special benefit to the property inside each new Phase and/or additional Future Major Improvements that benefit all of the Property within the PID (e.g. a table will be added for Phase #2, etc.).

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Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

Major Improvement Area

Table IV-A below shows the sources and uses of: (i) the Initial Major Improvement Area Bonds for the Major Improvement Area's pro-rata share of the costs of the Initial Major Improvements, and (ii) the obligation under the Reimbursement Agreement for the Major Improvement Area's pro-rata portion of the costs of the Additional Major Improvements.

Table IV-A
Sources and Uses - Major Improvement Area

Sources of Funds	Initial Major Improvement Area Bonds	Major Improvement Area Reimbursement Agreement Obligation for Additional Major Improvements	Total
Par Amount	$13,250,000	$0	$13,250,000
Assessments	$0	$12,780,092	$12,780,092
Other Funding Sources	$0	$0	$0
Total Sources	**$13,250,000**	**$12,780,092**	**$26,030,092**
Uses of Funds			
Initial Major Improvements:			
Road Improvements	$6,798,472	$0	$6,798,472
Water Improvements	$440,725	$0	$440,725
Sanitary Sewer Improvements	$504,765	$0	$504,765
Storm Drainage Improvements	$1,177,192	$0	$1,177,192
Other Soft and Miscellaneous Costs	$911,263	$0	$911,263
Subtotal	*$9,832,417*	*$0*	*$9,832,417*
Additional Major Improvements:			
Road Improvements	$0	$7,406,701	$7,406,701
Water Improvements	$0	$703,561	$703,561
Sanitary Sewer Improvements	$0	$369,998	$369,998
Storm Drainage Improvements	$0	$2,686,789	$2,686,789
Other Soft and Miscellaneous Costs	$0	$1,613,043	$1,613,043
Subtotal	*$0*	*$12,780,092*	*$12,780,092*
Bond Issuance Costs:			
Cost of Issuance	$861,908	$0	$861,908
Capitalized Interest	$1,258,750	$0	$1,258,750
Reserve Fund	$869,425	$0	$869,425
Administrative Expense	$30,000	$0	$30,000
Underwriters Discount	$397,500	$0	$397,500
Subtotal	*$3,417,583*	*$0*	*$3,417,583*
Total Uses	**$13,250,000**	**$12,780,092**	**$26,030,092**

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

The Initial Major Improvement Area Bonds are anticipated to be issued in 2021 to finance the Major Improvement Area's proportionate share of the Initial Major Improvements, including costs to issue the Initial Major Improvement Area Bonds. The Major Improvement Area's proportionate share of the Additional Major Improvements will be financed under the Reimbursement Agreement.

Phase #1

Table IV-B on the following page shows the sources and uses of: (i) the Phase #1 Bonds for a portion of the Phase #1 Improvements and Phase #1's pro-rata share of the costs of the Initial Major Improvements, (ii) the obligation under the Reimbursement Agreement for a portion of the Phase #1 Improvements and (iii) the obligation under the Reimbursement Agreement for Phase #1's pro-rata share of the costs of the Additional Major Improvements.

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Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

Table IV-B
Sources and Uses - Phase #1

Sources of Funds	Phase #1 Bonds	Phase #1 Reimbursement Agreement Obligation for Phase #1 Improvements	Phase #1 Reimbursement Agreement Obligation for Additional Major Improvements	Total
Par Amount	$7,373,000	$0	$0	$7,373,000
Assessments	$0	$4,858,659	$2,327,050	$7,185,710
Other Funding Sources	$0	$0	$0	$0
Total Sources	**$7,373,000**	**$4,858,659**	**$2,327,050**	**$14,558,710**
Uses of Funds				
Initial Major Improvements:				
Road Improvements	$1,237,893	$0	$0	$1,237,893
Water Improvements	$80,249	$0	$0	$80,249
Sanitary Sewer Improvements	$91,910	$0	$0	$91,910
Storm Drainage Improvements	$214,348	$0	$0	$214,348
Other Soft and Miscellaneous Costs	$165,926	$0	$0	$165,926
Subtotal	*$1,790,326*	*$0*	*$0*	*$1,790,326*
Additional Major Improvements:				
Road Improvements	$0	$0	$1,348,642	$1,348,642
Water Improvements	$0	$0	$128,107	$128,107
Sanitary Sewer Improvements	$0	$0	$67,371	$67,371
Storm Drainage Improvements	$0	$0	$489,221	$489,221
Other Soft and Miscellaneous Costs	$0	$0	$293,709	$293,709
Subtotal	*$0*	*$0*	*$2,327,050*	*$2,327,050*
Phase #1 Improvements:				
Road Improvements	$1,653,091	$2,116,097	$0	$3,769,188
Water Improvements	$571,624	$731,728	$0	$1,303,352
Sanitary Sewer Improvements	$429,540	$549,847	$0	$979,387
Storm Drainage Improvements	$448,116	$573,626	$0	$1,021,742
Other Soft and Miscellaneous Costs	$693,205	$887,362	$0	$1,580,567
Subtotal	*$3,795,577*	*$4,858,659*	*$0*	*$8,654,236*
Bond Issuance Costs:				
Cost of Issuance	*$445,369*	*$0*	$0	$445,369
Capitalized Interest	$599,262	$0	$0	$599,262
Reserve Fund	$491,278	$0	$0	$491,278
Administrative Expense	$30,000	$0	$0	$30,000
Underwriters Discount	$221,190	$0	$0	$221,190
Subtotal	*$1,787,098*	*$0*	*$0*	*$1,787,098*
Total Uses	**$7,373,000**	**$4,858,659**	**$2,327,050**	**$14,558,710**

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

The Phase #1 Bonds are anticipated to be issued in 2021 to finance a portion of Phase #1's proportionate share of Initial Major Improvements and the Phase #1 Improvements, including costs to issue the Phase #1 Bonds. The remaining portion of the Phase #1 Improvements will be financed under the Reimbursement Agreement. Phase #1's proportionate share of the Additional Major Improvements will be financed under the Reimbursement Agreement.

B. ANNUAL PROJECTED COSTS AND INDEBTEDNESS

Major Improvement Area

The annual projected costs and annual projected indebtedness for the Major Improvement Area is shown in Table IV-C. The annual projected costs and indebtedness is subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-C
Annual Projected Costs and Annual Projected Indebtedness - Major Improvement Area

Year	Annual Projected Cost	Annual Projected Indebtedness[1]	Other Funding Sources	Projected MIA Annual Installments
2021	$6,507,523	$26,030,092	$0	$0
2022	$19,522,569	$0	$0	$0
2023	$0	$0	$0	$900,174
2024	$0	$0	$0	$1,765,517
2025	$0	$0	$0	$1,769,726
2026	$0	$0	$0	$1,766,682
Total	**$26,030,092**	**$26,030,092**	**$0**	**$6,202,098**

[1] The Additional Major Improvements allocable to the Major Improvement Area will initially be funded by the Developer and will be reimbursable under the Reimbursement Agreement.

The annual projected costs shown in Table IV-C are the annual expenditures relating to the proportional share of Initial Major Improvements shown in Table III-A and the proportional share of the Additional Major Improvements shown in Table III-B, and the costs associated with setting up the PID and bond issuance costs including reserves shown in Table IV-A. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

Phase #1

The annual projected costs and annual projected indebtedness for Phase #1 is shown by Table IV-D. The annual projected costs and indebtedness is subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

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Table IV-D
Annual Projected Costs and Annual Projected Indebtedness - Phase #1

Year	Annual Projected Cost	Annual Projected Indebtedness[1]	Other Funding Sources	Projected Phase #1 Annual Installments
2021	$3,639,677	$14,558,710	$0	$0
2022	$10,919,032	$0	$0	$0
2023	$0	$0	$0	$67,465
2024	$0	$0	$0	$546,295
2025	$0	$0	$0	$547,199
2026	$0	$0	$0	$546,748
Total	**$14,558,710**	**$14,558,710**	**$0**	**$1,707,706**

[1]A portion of the Phase #1 Improvements and the Additional Major Improvements allocable to Phase #1 will initially be funded by the Developer and will be reimbursable under the Reimbursement Agreement.

The annual projected costs shown in Table IV-D are the annual expenditures relating to the Phase #1 Projects shown in Table III-C and the costs associated with setting up the PID and bond issuance costs including reserves shown in Table IV-B. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

Future Phases

As Future Phases are developed Table IV-E will be added to identify the Authorized Improvements to be financed by each new series of Bonds and/or under the Reimbursement Agreement and the projected indebtedness resulting from each additional series of Bonds and/or obligations under the Reimbursement Agreement.

C. HOMEBUYER DISCLOSURE

The PID Act requires that this Service and Assessment Plan, and each Annual Service Plan Update, include a copy of the Notice form (required by Section 5.014 of the Texas Property Code). The homebuyer disclosure is attached hereto as Appendix E and may be updated in an Annual Service Plan Update.

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Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

V. ASSESSMENT PLAN

A. INTRODUCTION

The PID Act requires the City Council to apportion the costs of the Authorized Improvements on the basis of special benefits conferred upon the property because of the Authorized Improvements. The PID Act provides that the costs of the Authorized Improvements may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The proposed bond issuance program entails a series of bond financings that are intended to finance the public infrastructure required for the development. This financing will necessarily be undertaken in phases to coincide with the private investment and development of the Authorized Improvements. Following the initial Phase #1 Bonds and the Initial Major Improvement Area Bonds anticipated to be issued in 2021, subsequent financings may be issued over the upcoming decade as the subsequent Future Phases are gradually constructed.

The purpose of this gradual issuance of bonds in phases is to mirror the actual private development of the Authorized Improvements. The Bonds to be issued are most prudently and efficiently utilized when directly coinciding with construction of public infrastructure needed for private development that is to occur once the infrastructure is completed; it is most effective to issue the Bonds when the infrastructure is needed, not before. Furthermore, there is no economic advantage, and several disadvantages, to issuing debt and encumbering property within the PID prior to the need for the Authorized Improvements.

For purposes of this Service and Assessment Plan, the City Council has determined that the costs of the Major Improvement Area Projects and Phase #1 Projects shall be allocated as described below:

1. The costs of the Phase #1 Projects that only benefit Phase #1 shall be allocated to Phase #1 Assessed Property on the basis of Equivalent Units calculated using the average home price of each Lot Type once such property is developed, and that such method of allocation will result in the imposition of equal shares of the costs of the Authorized Improvements to Parcels similarly benefited.

2. The Initial Major Improvements and Additional Major Improvements are proportionally allocated to the Major Improvement Area Assessed Property and the Phase #1 Assessed Property based on estimated Equivalent Units calculated using the average home price for the Major Improvement Area Assessed Property and the Phase #1 Assessed Property.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

3. The Major Improvement Area Projects are allocated to each Parcel within the Major Improvement Area Assessed Property based on estimated Equivalent Units calculated using the average home price of each Lot Type.

Table V-A provides the estimated allocation of costs of the Authorized Improvements constituting Initial Major Improvements.

At this time, it is impossible to determine with absolute certainty the amount of special benefit each Parcel within the Future Phases will receive from the direct Authorized Improvements that will benefit each individual Phase or from Future Major Improvements, if any, and that are to be financed with Bonds and/or future obligations under the Reimbursement Agreement. Therefore, Parcels will only be assessed for the special benefits conferred upon the Parcel at this time because of the Initial Major Improvements, the Additional Major Improvements, and the Phase #1 Improvements, as applicable.

In connection with the issuance of future Bonds and/or future obligations under the Reimbursement Agreement, this Service and Assessment Plan will be updated to reflect the special benefit each Parcel of Assessed Property within the Future Phases receives from the specific Authorized Improvements funded with the issuance such Bonds and/or future obligations under the Reimbursement Agreements. Prior to assessing Parcels located within Future Phases in connection with issuance of Phased PID Bonds, each owner of the Parcels to be assessed must acknowledge that the Authorized Improvements to be financed confer a special benefit on their Parcel and must consent to the imposition of the Assessments to pay for the Actual Costs of such Authorized Improvements.

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within the PID as a result of the Initial Major Improvements, Additional Major Improvements, and Phase #1 Improvements, as applicable, (ii) provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments to be levied on the Phase #1 Assessed Property and Major Improvement Area Assessed Property for such improvements, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Initial Major Improvements, the Additional Major Improvements, and Phase #1 Improvements, as applicable, to Parcels in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to Parcels similarly benefited. The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

As Future Phases are developed, in connection with the issuance of Bonds and/or future obligations under the Reimbursement Agreement, this Service and Assessment Plan will be updated based on the City's determination of the assessment methodology for each Future Phases.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

B. Special Benefit

Assessed Property must receive a direct and special benefit from the Authorized Improvements, and this benefit must be equal to or greater than the amount of the Assessments. The Authorized Improvements are provided specifically for the benefit of the Assessed Property. The Authorized Improvements (more particularly described in line-item format in Appendix B to this Service and Assessment Plan) and the costs of issuance and payment of costs incurred in the establishment of the PID shown in Table IV-A are authorized by the PID Act. These Authorized Improvements are provided specifically for the benefit of the Assessed Property.

Each owner of the Assessed Property has acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and has consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. Each of the owners is acting in its interest in consenting to this apportionment and levying of the Assessments because the special benefit conferred upon the Assessed Property by the Authorized Improvements exceeds the amount of the Assessments.

The Authorized Improvements provide a special benefit to the Assessed Property as a result of the close proximity of these improvements to the Assessed Property and the specific purpose of these improvements of providing infrastructure for the Assessed Property. In other words, the Assessed Property could not be used in the manner proposed without the construction of the Authorized Improvements. The Authorized Improvements are being provided specifically to meet the needs of the Assessed Property as required for the proposed use of the property.

The Assessments are being levied to provide the Authorized Improvements that are required for the highest and best use of the Assessed Property (i.e., the use of the property that is most valuable, including any costs associated with that use). Highest and best use can be defined as "the reasonably probable and legal use of property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value." (*Dictionary of Real Estate Appraisal, Third Edition*.) The Authorized Improvements are expected to be required for the proposed use of the Assessed Property to be physically possible, appropriately supported, financially feasible, and maximally productive.

The Developer has evaluated the potential use of the property and has determined that the highest and best use of the property is the use intended and the legal use for the property as described in Section II of this Service and Assessment Plan. The use of the Assessed Property as described herein will require the construction of the Authorized Improvements.

The Assessments will repay financing that is on advantageous terms, as the Bonds issued to finance the Authorized Improvements will pay interest that is exempt from federal income tax. As a result, all other terms being equal (e.g., maturity, fixed vs. variable rate, credit quality), the tax-exempt bonds will have a lower interest rate than debt that is not tax-exempt. The Bonds also have a longer term than other available financings and may either be repaid or assumed by a buyer at the buyer's option. As a result of these advantageous terms, the financing provided by the PID is the most beneficial means of financing the Authorized Improvements.

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Each owner of the Assessed Property will ratify, confirm, accept, agree to and approve: (i) the determinations and finding by the City Council as to the special benefits described in this Service and Assessment Plan and the Assessment Ordinance; (ii) the Service and Assessment Plan and the Assessment Ordinance, and (iii) the levying of Assessments on the Assessed Property. Use of the Assessed Property as described in this Service and Assessment Plan and as authorized by the PID Act requires that Authorized Improvements be acquired, constructed, installed, and/or improved. Funding the Actual Costs of the Authorized Improvements through the PID has been determined by the City Council to be the most beneficial means of doing so. As a result, the Authorized Improvements result in a special benefit to the Assessed Property, and this special benefit exceeds the amount of the Assessment. This conclusion is based on and supported by the evidence, information, and testimony provided to the City Council.

In summary, the Authorized Improvements result in a special benefit to the Assessed Property for the following reasons:

1. The Authorized Improvements are being provided specifically for the use of the Assessed Property, are necessary for the proposed best use of the property and provide a special benefit to the Assessed Property as a result;

2. The Developer has consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and the Developer is acting in its interest by consenting to this imposition;

3. The Authorized Improvements are required for the highest and best use of the property;

4. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);

5. Financing of the costs of the Authorized Improvement through the PID is determined to be the most beneficial means of providing for the Authorized Improvements; and,

6. As a result, the special benefits to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

C. Allocation of Major Improvement Costs to Assessed Property

The Initial Major Improvements and Additional Major Improvements will provide a special benefit to all property in the PID. Accordingly, the Actual Costs of the Initial Major Improvements and Additional Major Improvements must be allocated to all Assessed Property in the PID. Table V-A summarizes the allocation of Budgeted Costs of the Initial Major Improvements and Additional Major Improvements. The Budgeted Costs shown in Table V-A are estimates and may be revised in Annual Service Plan Updates, but the related Assessment may not be increased.

Phase #1 is projected to contain 358 residential units. As shown in Appendix F, the total Equivalent Units for Phase #1 is calculated as 274.00. The Major Improvement Area is projected to contain 1,806 residential units resulting in a total of 1,504.80 Equivalent Units as shown in Appendix F. The total projected Equivalent Units in the PID is, therefore, calculated to be

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1,778.80 (i.e., 274.00 + 1,504.80 = 1,778.80). As a result, 15.40 percent of the Budgeted Costs of the Initial Major Improvements and Additional Major Improvements (i.e. 274.00 ÷ 1,778.80 = 15.40%) are allocated to the Phase #1 Assessed Property and 84.60 percent of the Budgeted Costs off the Initial Major Improvements and Additional Major Improvements (i.e., 1,504.80÷ 1,778.80 = 84.60%) are allocated to the Major Improvement Area Assessed Property. The Initial Major Improvement Area Bonds will fund the Major Improvement Area's proportionate share of the Budgeted Costs of the Initial Major Improvements and the obligation related to the Additional Major Improvements under the Reimbursement Agreement will reimburse the Developer for the Major Improvement Area's proportionate share of the Budgeted Costs of the Additional Major Improvements. The Phase #1 Bonds will fund Phase #1's proportionate share of the Budgeted Costs of the Initial Major Improvements and the Phase #1 Improvements and the obligation related to the Additional Major Improvements under the Reimbursement Agreement will reimburse the Developer for Phase #1's proportionate share of the Budgeted Costs of the Additional Major Improvements

Table V-A
Allocation of Major Improvement Area Projects

Authorized Improvement	Initial Major Improvements	Additional Major Improvements
Roadway Improvements	$8,036,365	$8,755,343
Water Improvements	$520,974	$831,668
Sanitary Sewer Improvements	$596,674	$437,369
Storm Drainage Improvements	$1,391,540	$3,176,010
Other Soft and Miscellaneous Costs	$1,077,190	$1,906,752
Total Major Improvement Area Projects	**$11,622,743**	**$15,107,142**
Phase #1		
Projected Equivalent Units	274.00	274.00
% of total units	15.40%	15.40%
Proportionate Share of Costs	$1,790,326	$2,327,050
Major Improvement Area		
Projected Equivalent Units	1,504.80	1,504.80
% of total units	84.60%	84.60%
Proportionate Share of Costs	$9,832,417	$12,780,092

D. Assessment Methodology

The costs of the Authorized Improvements may be assessed by the City Council against the Assessed Property so long as the special benefit conferred upon the Assessed Property by the Authorized Improvements equals or exceeds the Assessments. The costs of the Authorized Improvements may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited.

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1. Assessment Methodology for the Major Improvement Area

For purpose of this Service and Assessment Plan, the City Council determined that the costs of the Major Improvement Area Projects shall be allocated to the Major Improvement Area Assessed Property by spreading the entire Assessment for such improvements across the Parcels based on the estimated number of Equivalent Units anticipated to be developed on each Parcel.

Based on the Major Improvement Area's proportional share of the costs of the Initial Major Improvements, as set forth in Table III-A, and the Major Improvement Area's proportional share of the costs of the Additional Major Improvements, as set forth in Table III-B, the City Council has determined that the benefit to Major Improvement Area Assessed Property from the proportional share of Initial Major Improvements and Additional Major Improvements is at least equal to the Assessments levied on the Major Improvement Area Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the estimated Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated Equivalent Units at the time residential Lots are platted to the total estimated Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

The Assessment and Annual Installments for each Parcel or Lot located within the Major Improvement Area is shown on the Major Improvement Area Assessment Roll - Initial Major Improvements and Major Improvement Area - Additional Major Improvements, attached as Appendix G and Appendix H, respectively, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

2. Assessment Methodology for Phase #1

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #1 Projects to be financed with the Phase #1 Bonds, shall be allocated to the Phase #1 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated number of Equivalent Units anticipated to be developed on each Parcel.

Based on the costs of the Phase #1 Projects, as set forth in Table III-C, the City Council has determined that the benefit to Phase #1 Assessed Property from the Phase #1 Projects is at least equal to the Assessments levied on the Phase #1 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the estimated Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated Equivalent Units at the time residential Lots are platted to the total estimated Equivalent Units for Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

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The Assessment and Annual Installments for each Parcel or Lot located within Phase #1 is shown on the Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements Phase #1 Assessment Roll - Additional Major Improvements, attached as Appendix I and Appendix J, respectively, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

3. Assessment Methodology for Future Improvement Areas

When any given Future Phase is developed, this Service and Assessment Plan will be amended to determine the assessment methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited within that Phase.

E. ASSESSMENTS

The Assessments for the Initial Major Improvement Area Bonds and the Phase #1 Bonds will be levied on each Parcel or Lot according to the Major Improvement Area Assessment Roll - Initial Major Improvements, attached as Appendix G, and the Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements, attached as Appendix I, as applicable. The Annual Installments for the Initial Major Improvement Area Bonds, the obligation related to the Additional Major Improvements allocable to the Major Improvement Area under the Reimbursement Agreement, the Phase #1 Bonds, the obligation related to a portion of the Phase #1 Improvements under the Reimbursement Agreement, and the obligation related to the Additional Major Improvements allocable to Phase #1 under the Reimbursement Agreement will be collected on the dates and in the amounts shown on the Major Improvement Area Assessment Roll - Initial Major Improvements; the Major Improvement Area Assessment Roll - Additional Major Improvements; the Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements; and the Phase #1 Assessment Roll - Additional Major Improvements; attached as Appendix G, Appendix H, Appendix I, and Appendix J, respectively, subject to revisions made during an Annual Service Plan Update. Non-Benefited Property will not be subject to any Assessments.

See Appendix F for Assessment per unit, leverage, and estimated tax rate equivalent calculation details.

F. ADMINISTRATIVE EXPENSES

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of Assessment levied against the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on each Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

G. ADDITIONAL INTEREST RESERVE

Pursuant to the PID Act, the interest rate for Assessments which secure a series of Bonds may exceed the actual interest rate per annum paid on the related Bonds by no more than one half of one percent (0.50%) (the "Additional Interest"). The interest rate used to determine the Assessments securing the Initial Major Improvement Area Bonds and the Phase #1 Bonds is one

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half of one percent (0.50%) per annum higher than the actual rate paid on the Bonds, with the Additional Interest Component of the Annual Installments allocated to fund a reserve to be used for paying interest associated with a prepayment and to offset any possible delinquency related costs (the "Additional Interest Reserve"). The Additional Interest Reserve shall be funded until it reaches 5.50% of the outstanding Bonds unless otherwise stipulated in the Bond documents. Once the Additional Interest Reserve is funded in full, the City may allocate the Additional Interest Component of the Annual Installments as provided in the applicable Trust Indenture. No Additional Interest will be collected from Assessments that do not secure a series of Bonds.

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VI. TERMS OF THE ASSESSMENTS

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN THE MAJOR IMPROVEMENT AREA

The Annual Installments shall be collected from Major Improvement Area Assessed Property in an amount sufficient to (i) pay principal and interest on the Initial Major Improvement Area Bonds, (ii) pay principal and interest on the obligation related to the Major Improvement Area's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement, (iii) to fund the Additional Interest Reserve for the Initial Major Improvements Area Bonds as described in Section V, and (iv) to pay Administrative Expenses related to the Major Improvement Area. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest applicable to the Parcel.

B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #1

The Annual Installments shall be collected from Phase #1 Assessed Property in an amount sufficient to (i) pay principal and interest on the Phase #1 Bonds, (ii) pay principal and interest for the portion of the Phase #1 Improvements under the Reimbursement Agreement (iii) pay principal and interest on Phase #1's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement, (iv) to fund the Additional Interest Reserve for the Phase #1 Bonds as described in Section V, and (v) to pay Administrative Expenses related to Phase #1. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest applicable to the Parcel.

C. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN FUTURE PHASES

As Future Phases are developed, this Service and Assessment Plan will be amended to determine the Assessment and Annual Installments for each Assessed Property located within the Future Phases (e.g., an Appendix will be added as the Assessment Roll for Phase #2, etc.). The Assessments shall not exceed the benefit received by the Assessed Property.

D. REALLOCATION OF ASSESSMENTS

1. Subdivision

Upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be reallocated among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

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Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel
B = the Assessment for the Parcel prior to subdivision
C = the estimated number of Equivalent Units to be built on each new subdivided Parcel
D = the sum of the estimated number of Equivalent Units to be built on all of the new subdivided Parcels

The calculation of the estimated number of Equivalent Units to be built on a Parcel shall be performed by the Administrator and confirmed by the City Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of Equivalent Units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

The sum of the Assessments for all newly subdivided Parcels shall equal the Assessment for the Parcel prior to subdivision. The calculation shall be made separately for each newly subdivided Parcel. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

2. Consolidation

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to consolidation. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

E. MANDATORY PREPAYMENT OF ASSESSMENTS

1. If a Parcel subject to Assessments is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel subject to Assessments to become Non-Benefited Property, the owner of such Parcel shall pay to the City the full amount of the principal portion of the Assessment on such Parcel, plus all Prepayment Costs, prior to any such transfer or act.

2. If at any time the Assessment per Unit on a Parcel of the Phase #1 Assessed Property exceeds the applicable Phase#1 Maximum Assessment per Unit calculated in this Service and Assessment Plan as a result of any changes in land use, subdivision, consolidation or reallocation of the Assessment authorized by this Service and Assessment Plan and initiated by the owner of the Parcel, then such owner shall pay to the City prior to the recordation of the document subdividing the Parcel the amount calculated by the Administrator by which the

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Assessment per Unit for the Parcel exceeds the applicable Phase #1 Maximum Assessment per Unit calculated in this Service and Assessment Plan.

3. The payments required above shall be treated the same as any Assessment that is due and owing under the PID Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the PID Act.

F. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with a series of Bonds have been completed and Actual Costs for such Authorized Improvements are less than the Actual Costs of the Authorized Improvements used to calculate the Assessments securing such series of Bonds, resulting in excess Bond proceeds being available to redeem Bonds of such series, and such excess Bond proceeds shall be applied to redeem Bonds as provided in the Indenture, then the Assessment securing such series of Bonds for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the actual reduced Actual Costs. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.

2. If all the Authorized Improvements are not undertaken, resulting in excess Bond proceeds being available to redeem Bonds, and such excess Bond proceeds shall be applied to redeem Bonds as provided in the Indenture, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the City Council to reflect only the amounts required to repay the Bonds, including interest on the Bonds and Administrative Expenses. The City Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on number of units, if determined by the City Council to be the most fair and practical means of reducing the Assessments for each Parcel, such that the sum of the resulting reduced Assessments equals the amount required to repay the Bonds, including interest on the Bonds and Administrative Expenses. The principal portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced principal portion of the Bonds is equal to the outstanding principal amount of the Bonds.

G. PAYMENT OF ASSESSMENTS

1. Payment in Full

(a) The Assessment for any Parcel may be paid in full at any time. Such payment shall include all Prepayment Costs. If prepayment in full will result in redemption of Bonds, the payment amount shall be reduced by the amount, if any, of interest through the date of redemption of Bonds and

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reserve funds applied to the redemption under the Trust Indenture, net of any other costs applicable to the redemption of Bonds.

(b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount.

(c) Upon payment in full of the Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the Trust Indenture; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate.

(d) At the option of the owner, the Assessment on any Parcel plus Prepayment Costs may be paid in part in an amount sufficient to allow for a convenient redemption of Bonds as determined by the Administrator. Upon the payment of such amounts for a Parcel, the Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial payment is made.

2. Payment in Annual Installments

Each Assessment for the Major Improvement Area shall be paid with interest based on the actual interest rate paid on the Initial Major Improvement Area Bonds and the obligation related to the Major Improvement Area's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement, respectively. The Major Improvement Area Assessment Roll - Initial Major Improvements sets forth for each year the Annual Installment for each Parcel based on an interest rate of 4.75% on the Initial Major Improvement Area Bonds, and an additional interest at the rate of 0.5% for Additional Interest Reserve. Interest on the obligation related to the Additional Major Improvements under the Reimbursement Agreement shall be paid based on an interest rate of 4.50% per annum for years 1 through 5 and 4.50% per annum following the fifth Annual Installment in accordance with the Reimbursement Agreement. Each Assessment shall be paid at a rate not to exceed five hundred basis points above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the establishment of the Assessments and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the City is the Bond Buyer Index for which the highest average rate during October 2021 was 2.50%. Furthermore, the Annual Installments may not exceed the amounts shown on the Major Improvement Area Assessment Roll - Initial Major Improvements or the Major Improvement Area Assessment Roll - Additional Major Improvements. The Major Improvement Area Assessment Roll - Initial Major Improvements, attached as Appendix G, have been updated with the actual interest rates on the Initial Major Improvement Area Bonds and the Major Improvement Area Assessment Roll - Additional Major Improvements, attached as Appendix H, has been updated with the actual interest rates under the Reimbursement Agreement.

Each Assessment for Phase #1 shall be paid with interest based on the actual interest rate paid on the Phase #1 Bonds and the obligation related to the remaining portion of Phase #1 Improvements and Phase #1's pro-rata share of the costs of the Additional Major Improvements under the

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Reimbursement Agreement, respectively. The Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements sets forth for each year the Annual Installment for each Parcel based on an interest rate of 4.75% on the Phase #1 Bonds, and an additional interest at the rate of 0.5% for Additional Interest Reserve. Interest on the obligation related to the remaining portion of Phase #1 Improvements and the Additional Major Improvements under the Reimbursement Agreement shall be paid based on an interest rate of 4.50% per annum for years 1 through 5 and 4.50% per annum following the fifth Annual Installment in accordance with the Reimbursement Agreement. Each Assessment shall be paid at a rate not to exceed five hundred basis points above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the establishment of the Assessments and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the City is the Bond Buyer Index for which the highest average rate during October 2021 was 2.50%. Furthermore, the Annual Installments may not exceed the amounts shown on the Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements or the Phase #1 Assessment Roll - Additional Major Improvements. The Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements, attached as Appendix I, has been updated with the actual interest rates on the Phase #1 Bonds and the Phase #1 Assessment Roll - Additional Major Improvements, attached as Appendix J, has been updated with the actual interest rates under the Reimbursement Agreement.

The Annual Installments shall be reduced to equal the actual costs of repaying the obligations and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

The City reserves and shall have the right and option to refund the Bonds in accordance with Section 372.027 of the PID Act. In the event of such refunding, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installments so that total Annual Installments of Assessments will be produced in annual amounts that are required to pay the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute Bonds for purposes of this Service and Assessment Plan.

H. COLLECTION OF ANNUAL INSTALLMENTS

No less frequently than annually, the Administrator shall prepare, and the City Council shall consider, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Each Annual Installment shall be reduced by any credits applied under the applicable Trust Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, including any existing deposits to a prepayment reserve. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case

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of delinquencies as are provided for ad valorem taxes of the City. The City Council may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the PID Act.

Any sale of property for nonpayment of the Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such property as they become due and payable.

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be calculated as of September 1 and updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the Initial Major Improvement Area Bonds and the Phase #1 Bonds will be due when billed and will be delinquent if not paid prior to February 1, 2023.

The collection of the first Annual Installment from any Lot or Parcel for the Major Improvement Area Assessments - Initial Major Improvements shall commence upon the earlier of: (i) with tax bills sent the first October after issuance of the Initial Major Improvement Area Bonds secured by the Major Improvement Area Assessed Property, or (ii) with tax bills sent the first October following the second anniversary of the levy of Assessments of the Major Improvement Area Assessments - Initial Major Improvements such that all Assessments in the applicable Phase begin collection immediately after the expiration of such two year period. Such first Annual Installment for a Major Improvement Area Lot or Parcel for which collection has begun, shall be due by January 31st of the following calendar year.

The collection of the first Annual Installment from any Lot or Parcel for the Major Improvement Area Assessments - Additional Major Improvements shall commence upon the earlier of: (i) with tax bills sent the first October after issuance of any Bonds secured by the Major Improvement Area Reimbursement Agreement Obligation for Additional Major Improvements, or (ii) with tax bills sent the first October following the second anniversary of the levy of Assessments of the Major Improvement Area Assessments - Additional Major Improvements such that all Assessments in the applicable Phase begin collection immediately after the expiration of such two year period. Such first Annual Installment for a Major Improvement Area Lot or Parcel for which collection has begun, shall be due by January 31st of the following calendar year.

The collection of the first Annual Installment from any Lot or Parcel for the Phase #1 Assessments - Phase #1 Improvements and Initial Major Improvements shall commence upon the earlier of: (i) with tax bills sent the first October after issuance of the Phase #1 Bonds secured by the Phase #1 Assessed Property, or (ii) with tax bills sent the first October following the second anniversary of the levy of Assessments of the Phase #1 Assessments - Phase #1 Improvements and Initial Major Improvements such that all Assessments in the applicable Phase begin collection immediately after the expiration of such two year period. Such first Annual Installment for a Phase #1 Lot or Parcel for which collection has begun, shall be due by January 31st of the following calendar year.

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The collection of the first Annual Installment from any Lot or Parcel for the Phase #1 Assessments - Additional Major Improvements shall commence upon the earlier of: (i) with tax bills sent the first October after issuance of any Bonds secured by the Phase #1 Reimbursement Agreement Obligation for Additional Major Improvements, or (ii) with tax bills sent the first October following the second anniversary of the levy of Assessments of the Phase #1 Assessments - Additional Major Improvements such that all Assessments in the applicable Phase begin collection immediately after the expiration of such two year period. Such first Annual Installment for a Phase #1 Major Lot or Parcel for which collection has begun, shall be due by January 31st of the following calendar year.

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VII. THE ASSESSMENT ROLL

A. MAJOR IMPROVEMENT AREA ASSESSMENT ROLLS

The City Council has evaluated each Parcel within the Major Improvement Area (based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner Association Property, the Public Property, the types of public improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within The Major Improvement Area.

The Major Improvement Area Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Major Improvement Area Projects being constructed at this time. Table VII-A summarizes the $26,030,092 in special benefit received by the Major Improvement Area Assessed Property from the Major Improvement Area Projects being constructed at this time, a portion of the costs of the PID formation, and the Initial Major Improvement Area Bond issuance costs. The par amount of the Initial Major Improvement Area Bonds and the Assessment amount of the Major Improvement Area reimbursement obligation under the Reimbursement Agreement is $26,030,092, which is equal to the benefit received by the Major Improvement Area Assessed Property from the Major Improvement Area Projects being constructed at this time. Accordingly, the total Assessment to be applied to all the Major Improvement Area Assessed Property is $26,030,092 plus, interest, Additional Interest, and annual Administrative Expenses. The Assessment for each Major Improvement Area Assessed Property is calculated based on the allocation methodologies described in Section V.D. The Major Improvement Area Assessment Roll - Initial Major Improvements is attached hereto as Appendix G and the Major Improvement Area Assessment Roll - Additional Major Improvements is attached as Appendix H. As Phases are developed, this SAP will be amended to identify the specific Authorized Improvements, which may include Authorized Improvements that confer a special benefit to the property inside each new Phase and/or additional Future Major Improvements that benefit all of the Property within the PID; and, the SAP will be amended to update the summary of the special benefits received by the Major Improvement Area Projects to include any Future Major Improvements being undertaken.

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Table VII-A
Major Improvement Area
Special Benefit Summary

Special Benefit	Initial Major Improvement Area Bonds	Major Improvement Area Reimbursement Agreement Obligation for Additional Major Improvements	Total
Initial Major Improvements[1]	$9,832,417	$0	$9,832,417
Additional Major Improvements[2]	$0	$12,780,092	$12,780,092
Total Major Improvement Area Projects	*$9,832,417*	*$12,780,092*	*$22,612,509*
PID Formation/Bond Costs of Issuance:			
Cost of Issuance	$861,908	$0	$861,908
Capitalized interest	$1,258,750	$0	$1,258,750
Reserve Fund	$869,425	$0	$869,425
Administrative Expense	$30,000	$0	$30,000
Underwriters Discount	$397,500	$0	$397,500
PID Formation/Bond Cost of Issuance	*$3,417,583*	*$0*	*$3,417,583*
Total Special Benefit	**$13,250,000**	**$12,780,092**	**$26,030,092**
Special Benefit:			
Total Special Benefit	$13,250,000	$12,780,092	$26,030,092
Assessment	$13,250,000	$12,780,092	$26,030,092
Excess Benefit	**$0**	**$0**	**$0**

[1]See Table III-A for details.
[2]See Table III-B for details.

B. Phase #1 Assessment Rolls

The City Council has evaluated each Parcel in Phase #1 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner Association Property, the Public Property, the types of public improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within Phase#1.

The Phase #1 Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Phase #1 Projects being constructed at this time. Table VII-B summarizes the $14,558,710 in special benefit received by the Phase #1 Assessed Property from the Phase #1 Projects being constructed at this time, a portion of the costs of the PID formation, and the Phase #1 Bond issuance costs. The par amount of the Phase #1 Bonds and the Assessment amount of the Phase #1 reimbursement obligation under the Reimbursement Agreement is $14,558,710, which is equal to the benefit received by the Phase #1 Assessed Property from the Phase #1 Projects being constructed at this time. Accordingly, the total Assessment to be applied to all the Phase #1 Assessed Property is $14,558,710 plus, interest, Additional Interest, and annual Administrative Expenses. The Assessment for each Phase #1 Assessed Property is calculated based on the allocation methodologies described in Section V.D. The Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements is attached hereto as Appendix I and the Phase

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

#1 Assessment Roll - Additional Major Improvements is attached hereto as Appendix J. As Phases are developed, this SAP will be amended to identify the specific Authorized Improvements, which may include Authorized Improvements that confer a special benefit to the property inside each new Phase and/or additional Future Major Improvements that benefit all of the Property within the PID; and, the SAP will be amended to update the summary of the special benefits received by the Phase #1 Projects to include any Future Major Improvements being undertaken.

Table VII-B
Phase #1
Special Benefit Summary

Special Benefit	Phase #1 Bonds	Phase #1 Reimbursement Agreement Obligation for Phase #1 Improvements	Phase #1 Reimbursement Agreement Obligation for Additional Major Improvements	Total
Phase #1 Improvements[1]	$3,795,577	$4,858,659	$0	$8,654,236
Initial Major Improvements[1]	$1,790,326	$0	$0	$1,790,326
Additional Major Improvements[1]	$0	$0	$2,327,050	$2,327,050
Total Phase #1 Projects	*$5,585,903*	*$4,858,659*	*$2,327,050*	*$12,771,612*
PID Formation/Bond Costs of Issuance:				
Cost of Issuance	$445,369	$0	$0	$445,369
Capitalized interest	$599,262	$0	$0	$599,262
Reserve Fund	$491,278	$0	$0	$491,278
Administrative Expense	$30,000	$0	$0	$30,000
Underwriters Discount	$221,190	$0	$0	$221,190
PID Formation/Bond Cost of Issuance	*$1,787,098*	*$0*	*$0*	*$1,787,098*
Total Special Benefit	**$7,373,000**	**$4,858,659**	**$2,327,050**	**$14,558,710**
Special Benefit:				
Total Special Benefit	$7,373,000	$4,858,659	$2,327,050	$14,558,710
Assessment	$7,373,000	$4,858,659	$2,327,050	$14,558,710
Excess Benefit	**$0**	**$0**	**$0**	**$0**

[1]See Table III-C for details.

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Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

C. Future Phases Assessment Roll

As Future Phases are developed, this SAP will be amended to determine the Assessment for each Parcel or Lot located within such Future Phases (e.g. an appendix will be added as the Assessment Roll for Phases).

D. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Major Improvement Area Assessment Roll and Phase #1 Assessment Roll in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the City and permitted by the PID Act: (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI.G of this Service and Assessment Plan.

Once Bonds are issued, the Assessment Rolls shall be updated, which update may be done in the next Annual Service Plan Update, to reflect any changes resulting from the issuance of the Bonds. This update shall reflect the actual interest on the Bonds on which the Annual Installments shall be paid, any reduction in the Assessments, and any revisions in the Actual Costs to be funded by the Bonds and Developer funds.

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Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

The City may elect to designate a third party to serve as Administrator. The City shall notify Developer in writing at least thirty (30) days in advance before appointing a third party Administrator.

To the extent consistent with the PID Act, an owner of an Assessed Parcel claiming that a calculation error has been made in the Assessment Roll(s), including the calculation of the Annual Installment, shall send a written notice describing the error to the City not later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Parcel owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Parcel owner, such change or modification shall be presented to the City Council for approval to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Parcel owner (except for the final year during which the Annual Installment shall be collected or if it is determined there are sufficient funds to meet the expenses of the PID for the current year), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to the City Council. Any amendments made to the Assessment Roll(s) pursuant to calculation errors shall be made pursuant to the PID Act.

The decision of the Administrator, or if such decision is appealed to the City Council, the decision of the City Council shall be conclusive as long as there is a reasonable basis for such determination. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to any other appeal or legal action by such owner.

B. TERMINATION OF ASSESSMENTS

Each Assessment shall be extinguished on the date the Assessment is paid in full, including unpaid Annual Installments and Delinquent Collection Costs, if any. After the extinguishment of an Assessment and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the owner of the affected Parcel a recordable "Notice of the PID Assessment Termination".

C. AMENDMENTS

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

The City Council reserves the right to the extent permitted by the PID Act to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of Parcels:(i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; and (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, collection costs, and other charges imposed by the Service and Assessment Plan.

D. Administration and Interpretation of Provisions

The City Council shall administer the PID, this Service and Assessment Plan, and all Annual Service Plan Updates consistent with the PID Act and shall make all interpretations and determinations related to the application of this Service and Assessment Plan unless stated otherwise herein or in the Trust Indenture, such determination shall be conclusive.

E. Severability

If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan or the application of same to an assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service and Assessment Plan or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Service and Assessment Plan that no part hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this Service and Assessment Plan are declared to be severable for that purpose.

If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

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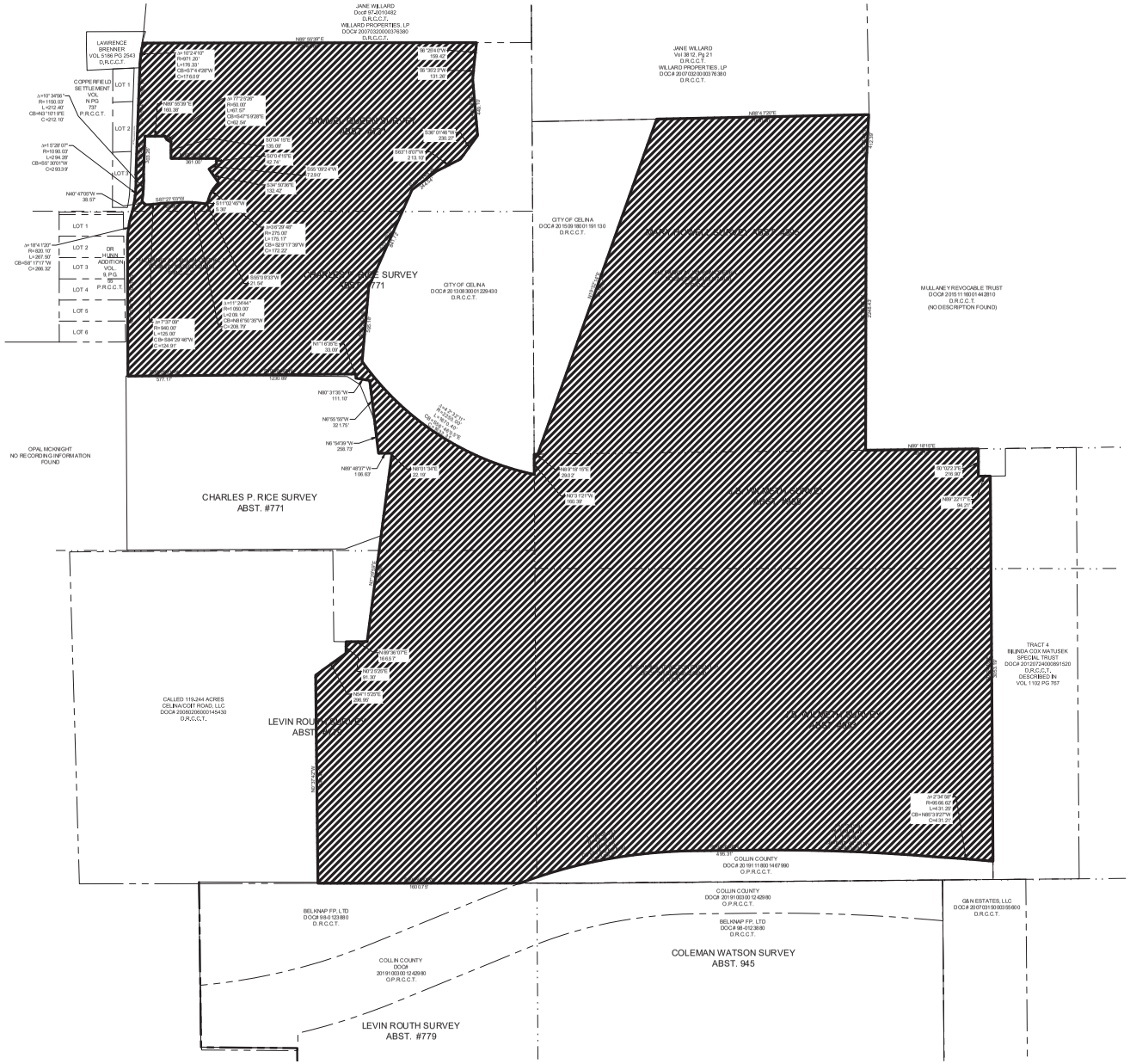
Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

APPENDIX A
PID MAP

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)


JANE WILLARD
Doc# 97-20010482
D.R.C.C.T.
WILLARD PROPERTIES, LP
DOC# 20070320000376380
D.R.C.C.T.
LAWRENCE BRENNER
VOL 5186 PG 2543
D.R.C.C.T.
COPPERFIELD SETTLEMENT
VOL N PG 737
P.R.C.C.T.
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
DR HUNN ADDITION
VOL B PG 85
P.R.C.C.T.
MARIAN HOWELL SURVEY
ABST. 395
CHARLES P. RICE SURVEY
ABST. #771
JANE WILLARD
Vol 38 12, Pg 21
D.R.C.C.T.
WILLARD PROPERTIES, LP
DOC# 20070320000376380
D.R.C.C.T.
CITY OF CELINA
DOC# 20150918001191130
D.R.C.C.T.
CITY OF CELINA
DOC# 20130830001229430
D.R.C.C.T.
MULLANEY REVOCABLE TRUST
DOC# 20151118001442810
D.R.C.C.T.
(NO DESCRIPTION FOUND)
TRACT 4
BLINDA COX MATUSEK SPECIAL TRUST
DOC# 20120724000891520
D.R.C.C.T.
DESCRIBED IN VOL 1102 PG 767
OPAL MCKNIGHT
NO RECORDING INFORMATION FOUND
CALLED 119.244 ACRES
CELINA/COIT ROAD, LLC
DOC# 20060208000145430
D.R.C.C.T.
LEVIN ROUTH SURVEY
ABST. #779
COLEMAN WATSON SURVEY
ABST. 945
COLLIN COUNTY
DOC# 20191003001242980
O.P.R.C.C.T.
BELKNAP FP, LTD
DOC# 98-0123690
D.R.C.C.T.
G&N ESTATES, LLC
DOC# 20070319000355600
D.R.C.C.T.
COLLIN COUNTY
DOC# 20191118001467990
O.P.R.C.C.T.
BELKNAP FP, LTD
DOC# 94-0123980
D.R.C.C.T.
COLLIN COUNTY
DOC#
20191003001242980
O.P.R.C.C.T.
N89°58'39"E 2644.88'
S89°58'39"W 2644.88'

APPENDIX B
ESTIMATED COSTS OF AUTHORIZED IMPROVEMENTS

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

SUMMARY - MAJOR IMPROVEMENTS

Kimley»Horn

OPINION OF PROBABLE COST

PROJECT NAME:	**Parks at Wilson Creek**	LOTS: 2164		DATE: SEPTEMBER 2021	
CITY:	**Celina, Texas**	LF STREET: 117470		CREATED BY: JCR	
JOB NUMBER:	**063234200**	NET ACRES:		CHECKED BY: JCR	
		GROSS ACRES: 652.3		REVISED BY: JCR	

MAJOR IMPROVEMENTS

	PID PORTION	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7	Phase 8
		PID Portion	PID Portion	PID Portion	PID Portion	PID Portion	PID Portion	PID Portion	PID Portion
ROAD IMPROVEMENTS	**$21,102,197.58**	$8,036,364.59	$2,961,903.23	$3,055,695.53	$1,802,923.35	$934,820.57	$1,355,144.73	$2,719,211.98	$236,133.6
WATER DISTRIBUTION SYSTEM IMPROVEMENTS	**$1,605,476.77**	$520,974.21	$284,857.67	$165,391.80	$274,254.70	$107,164.09	$196,671.39	$0.00	$56,162.9
SANITARY SEWER IMPROVEMENTS	**$2,145,975.75**	$596,674.16	$368,519.89	$68,848.91	$0.00	$0.00	$1,111,932.79	$0.00	$0.0
STORM DRAIN IMPROVEMENTS	**$5,550,981.30**	$1,391,539.99	$1,270,032.59	$997,756.32	$412,796.68	$495,424.89	$776,366.49	$207,064.32	$0.0
SOFT COSTS	**$4,048,680.54**	$1,077,189.97	$701,497.42	$565,829.89	$367,142.46	$272,281.96	$490,307.36	$451,855.95	$122,575.5
CONSTRUCTION COSTS:	**$34,453,311.94**	**$11,622,742.93**	**$5,586,810.80**	**$4,853,522.46**	**$2,857,117.19**	**$1,809,691.51**	**$3,930,422.77**	**$3,378,132.25**	**$414,872.0**

NOTES:

- ROAD IMPROVEMENTS INCLUDE EXCAVATION, PAVING, STREET LIGHTS & SIGNS
- STORM DRAIN IMPROVEMENTS INCLUDE RETAINING WALLS
- SOFT COSTS INCLUDE MISCELLANEOUS, MAINTENANCE BONDS, PLATTING, ENGINEERING, AND STAKING

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

PH1 DIRECT

Kimley»Horn

OPINION OF PROBABLE COST

PROJECT NAME:	**Parks at Wilson Creek**	LOTS:	358	DATE:	SEPTEMBER 2021
CITY:	**Celina, Texas**	LF STREET:	13,635	CREATED BY:	JCR
JOB NUMBER:	**063234200**	NET ACRES:	111.6	CHECKED BY:	JCR
		GROSS ACRES:	18.2	REVISED BY:	JCR

SUMMARY

A. EXCAVATION	**$188,429.00**
B. SANITARY SEWER SYSTEM	**$979,387.09**
C. STORM SEWER SYSTEM	**$1,021,741.98**
D. WATER DISTRIBUTION SYSTEM	**$1,303,351.70**
E. STREET PAVING	**$3,580,758.83**
F. RETAINING WALLS	**$0.00**
G. MISCELLANEOUS ITEMS	**$293,467.65**

SUB-TOTAL:		$7,367,136.24
MAINTENANCE BONDS:	2%	$137,704.79
PLATTING, PERMITTING, ENGINEERING AND STAKING:	10%	$707,366.86
CONTINGENCIES:	6%	$442,028.17
TOTAL CONSTRUCTION COSTS:		**$8,654,236.06**

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

APPENDIX C-1
LEGAL DESCRIPTION

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

Legal Description of the Property
(approximately 646.967 acres)

FIELD NOTE DESCRIPTION
652.282 ACRES

BEING a tract of land situated in the Samuel Queen Survey, Abstract Number 731, the Charles P. Rice Survey, Abstract Number 771, the Mary Howell Survey, Abstract Number 395, the J.B. Wilmeth Survey, Abstract Number 985, the J.B. Wilmeth Survey, Abstract Number 983 and the Levin Routh Survey, Abstract Number 779, Collin County, Texas and being all that tract of land conveyed to the City of Celina, according to the document filed of record in described in Document Number 20150918001191130, Deed Records Collin County, Texas (D.R.C.C.T.) a portion of those tracts of land conveyed to The Parks At Wilson Creek, L.P., according to the document filed of record in Document Number 20150916001178630 and Document Number 20130830001229380, (D.R.C.C.T.) and being more particularly described as follows:

BEGINNING at a point for the northwest corner of said The Parks At Wilson Creek, L.P. tract recorded in Document Number 20130830001229380 (D.R.C.C.T.);

THENCE North 89°55'39" East, a distance of 2644.88 feet to a point for corner;

THENCE South 6°25'40" West, a distance of 159.42 feet to a point for corner;

THENCE South 5°35'23" West, a distance of 131.26 feet to a point for corner;

THENCE South 4°57'45" East, a distance of 449.10 feet to a point for corner;

THENCE South 36°01'46" West, a distance of 230.27 feet to a point for corner;

THENCE South 63°18'07" West, a distance of 213.10 feet to a point for corner;

THENCE South 52°44'48" West, a distance of 244.54 feet to a point for corner;

THENCE South 23°59'18" West, a distance of 841.72 feet to a point for corner;

THENCE South 5°05'42" West, a distance of 595.18 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 42°32'11", a radius of 2250.00 feet, a chord bearing and distance of South 56°46'05" East, 1632.31 feet;

THENCE with said curve to the left, an arc distance of 1670.40 feet to a point for corner;

THENCE North 0°31'21" West, a distance of 160.39 feet to a point for corner;

THENCE North 89°18'15" East, a distance of 29.02 feet to a point for corner;

THENCE North 19°32'14" East, a distance of 2818.61 feet to a point for corner;

THENCE North 88°47'20" East, a distance of 1681.37 feet to a point for corner;

THENCE South 2°52'44" West, a distance of 412.39 feet to a point for corner;

THENCE South 0°06'08" West, a distance of 2248.43 feet to a point for corner;

THENCE North 89°18'15" East, a distance of 894.18 feet to a point for corner;

THENCE South 0°02'23" East, a distance of 216.90 feet to a point for corner;

THENCE North 89°22'17" East, a distance of 94.21 feet to a point for corner;

THENCE South 0°24'10" East, a distance of 3053.19 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 2°34'58", a radius of 9566.62 feet, a chord bearing and distance of North 85°39'27" West, 431.21 feet;

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

THENCE with said curve to the left, an arc distance of 431.25 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 5°36'34", a radius of 14829.57 feet, a chord bearing and distance of North 87°48'35" West, 1451.28 feet;

THENCE with said curve to the left, an arc distance of 1451.86 feet to a point for corner;

THENCE South 89°23'08" West, a distance of 495.31 feet to a point at the beginning of a tangent curve to the left having a central angle of 19°55'13", a radius of 4045.01 feet, a chord bearing and distance of South 79°25'28" West, 1399.27 feet;

THENCE with said curve to the left, an arc distance of 1406.35 feet to a point for corner;

THENCE South 89°59'30" West, a distance of 1600.75 feet to a point for corner;

THENCE North 0°37'42" West, a distance of 1649.41 feet to a point for corner;

THENCE North 54°15'25" East, a distance of 296.95 feet to a point for corner;

THENCE North 0°25'25" East, a distance of 91.30 feet to a point for corner;

THENCE North 89°36'07" East, a distance of 166.57 feet to a point for corner;

THENCE North 7°29'59" East, a distance of 1483.88 feet to a point for corner;

THENCE North 8°01'34" East, a distance of 22.19 feet to a point for corner;

THENCE North 89°48'37" West, a distance of 106.63 feet to a point for corner;

THENCE North 6°54'39" West, a distance of 258.73 feet to a point for corner;

THENCE North 6°55'55" West, a distance of 321.75 feet to a point for corner;

THENCE North 80°31'35" West, a distance of 111.10 feet to a point for corner;

THENCE North 1°16'35" East, a distance of 33.09 feet to a point for corner;

THENCE South 89°28'59" West, a distance of 1230.89 feet to a point for corner;

THENCE South 89°28'21" West, a distance of 577.17 feet to a point for corner;

THENCE North 0°10'48" West, a distance of 1043.00 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 18°41'20", a radius of 820.10 feet, a chord bearing and distance of North 8°17'17" East, 266.32 feet;

THENCE with said curve to the right, an arc distance of 267.50 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 15°28'07", a radius of 1090.03 feet, a chord bearing and distance of North 5°30'01" East, 293.39 feet;

THENCE with said curve to the left, an arc distance of 294.28 feet to a point for corner;

THENCE North 2°06'44" East, a distance of 867.17 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 10°24'10", a radius of 971.20 feet, a chord bearing and distance of North 7°44'28" East, 176.09 feet;

THENCE with said curve to the right, an arc distance of 176.33 feet to the **POINT OF BEGINNING** and containing 652.282 acres or 28,413,384 square feet of land.

SAVE AND EXCEPT the following described 5.315 acre tract of land.

SAVE AND EXCEPT:
5.315 ACRES

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

BEING a tract of land situated in the Samuel Queen Survey, Abstract Number 731 and the Charles P. Rice Survey, Abstract Number 771, City of Celina, Collin County, Texas and being a portion of that tract of land conveyed to The Parks at Wilson Creek, L.P., according to the document filed of record in Document Number 20130830001229380, Deed Record Collin County, Texas and being more particularly described as follows:

BEGINNING at a point for the northwest corner of this tract from which the northwest corner of said The Parks At Wilson Creek, L.P. tract recorded in Document Number 20130830001229380 (D.R.C.C.T.) same being the northwest corner of the above described 646.9668 acre tract bears North 01°12'23" West, 738.14 feet;

THENCE North 89°55'39" East, a distance of 160.38 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 77°25'26", a radius of 50.00 feet, a chord bearing and distance of South 47°59'28" East, 62.54 feet;

THENCE with said curve to the left, an arc distance of 67.57 feet to a point for corner;

THENCE South 0°04'15" East, a distance of 135.09 feet to a point for corner;

THENCE North 89°55'39" East, a distance of 361.00 feet to a point for corner;

THENCE South 0°04'15" East, a distance of 42.74 feet to a point for corner;

THENCE South 55°09'24" West, a distance of 72.90 feet to a point for corner;

THENCE South 34°50'36" East, a distance of 132.42 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 36°29'48", a radius of 275.00 feet, a chord bearing and distance of South 29°17'39" West, 172.22 feet;

THENCE with said curve to the left, an arc distance of 175.17 feet to a point for corner;

THENCE South 11°02'45" West, a distance of 5.30 feet to a point for corner;

THENCE South 55°09'33" West, a distance of 21.54 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 11°24'44", a radius of 1050.00 feet, a chord bearing and distance of North 86°50'35" West, 208.79 feet;

THENCE with said curve to the left, an arc distance of 209.14 feet to a point for corner;

THENCE South 87°27'03" West, a distance of 145.99 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 7°37'09", a radius of 940.00 feet, a chord bearing and distance of South 84°29'46" West, 124.91 feet;

THENCE with said curve to the right, an arc distance of 125.00 feet to a point for corner;

THENCE North 40°47'05" West, a distance of 38.57 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 10°34'56", a radius of 1150.03 feet, a chord bearing and distance of North 3°10'19" East, 212.10 feet;

THENCE with said curve to the left, an arc distance of 212.40 feet to a point for corner;

THENCE North 2°06'44" East, a distance of 303.26 feet to the **POINT OF BEGINNING** and containing 5.315 acres or 231,511 square feet of land, more or less.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

APPENDIX C-2
LEGAL DESCRIPTION - MAJOR IMPROVEMENT AREA

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

METES AND BOUNDS DESCRIPTION
The Parks at Wilson Creek - Major Improvement Area
(approx. 537.7543 acres)

FIELD NOTE DESCRIPTION

652.282 ACRES

BEING a tract of land situated in the Samuel Queen Survey, Abstract Number 731, the Charles P. Rice Survey, Abstract Number 771, the Mary Howell Survey, Abstract Number 395, the J.B. Wilmeth Survey, Abstract Number 985, the J.B. Wilmeth Survey, Abstract Number 983 and the Levin Routh Survey, Abstract Number 779, Collin County, Texas and being all that tract of land conveyed to the City of Celina, according to the document filed of record in described in Document Number 20150918001191130, Deed Records Collin County, Texas (D.R.C.C.T.) a portion of those tracts of land conveyed to The Parks At Wilson Creek, L.P., according to the document filed of record in Document Number 20150916001178630 and Document Number 20130830001229380, (D.R.C.C.T.) and being more particularly described as follows:

BEGINNING at a point for the northwest corner of said The Parks At Wilson Creek, L.P. tract recorded in Document Number 20130830001229380 (D.R.C.C.T.);

THENCE North 89°55'39" East, a distance of 2644.88 feet to a point for corner;

THENCE South 6°25'40" West, a distance of 159.42 feet to a point for corner;

THENCE South 5°35'23" West, a distance of 131.26 feet to a point for corner;

THENCE South 4°57'45" East, a distance of 449.10 feet to a point for corner;

THENCE South 36°01'46" West, a distance of 230.27 feet to a point for corner;

THENCE South 63°18'07" West, a distance of 213.10 feet to a point for corner;

THENCE South 52°44'48" West, a distance of 244.54 feet to a point for corner;

THENCE South 23°59'18" West, a distance of 841.72 feet to a point for corner;

THENCE South 5°05'42" West, a distance of 595.18 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 42°32'11", a radius of 2250.00 feet, a chord bearing and distance of South 56°46'05" East, 1632.31 feet;

THENCE with said curve to the left, an arc distance of 1670.40 feet to a point for corner;

THENCE North 0°31'21" West, a distance of 160.39 feet to a point for corner;

THENCE North 89°18'15" East, a distance of 29.02 feet to a point for corner;

THENCE North 19°32'14" East, a distance of 2818.61 feet to a point for corner;

THENCE North 88°47'20" East, a distance of 1681.37 feet to a point for corner;

THENCE South 2°52'44" West, a distance of 412.39 feet to a point for corner;

THENCE South 0°06'08" West, a distance of 2248.43 feet to a point for corner;

THENCE North 89°18'15" East, a distance of 894.18 feet to a point for corner;

THENCE South 0°02'23" East, a distance of 216.90 feet to a point for corner;

THENCE North 89°22'17" East, a distance of 94.21 feet to a point for corner;

THENCE South 0°24'10" East, a distance of 3053.19 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 2°34'58", a radius of 9566.62 feet, a chord bearing and distance of North 85°39'27" West, 431.21 feet;

THENCE with said curve to the left, an arc distance of 431.25 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 5°36'34", a radius of 14829.57 feet, a chord bearing and distance of North 87°48'35" West, 1451.28 feet;

THENCE with said curve to the left, an arc distance of 1451.86 feet to a point for corner;

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THENCE South 89°23'08" West, a distance of 495.31 feet to a point at the beginning of a tangent curve to the left having a central angle of 19°55'13", a radius of 4045.01 feet, a chord bearing and distance of South 79°25'28" West, 1399.27 feet;

THENCE with said curve to the left, an arc distance of 1406.35 feet to a point for corner;

THENCE South 89°59'30" West, a distance of 1600.75 feet to a point for corner;

THENCE North 0°37'42" West, a distance of 1649.41 feet to a point for corner;

THENCE North 54°15'25" East, a distance of 296.95 feet to a point for corner;

THENCE North 0°25'25" East, a distance of 91.30 feet to a point for corner;

THENCE North 89°36'07" East, a distance of 166.57 feet to a point for corner;

THENCE North 7°29'59" East, a distance of 1483.88 feet to a point for corner;

THENCE North 8°01'34" East, a distance of 22.19 feet to a point for corner;

THENCE North 89°48'37" West, a distance of 106.63 feet to a point for corner;

THENCE North 6°54'39" West, a distance of 258.73 feet to a point for corner;

THENCE North 6°55'55" West, a distance of 321.75 feet to a point for corner;

THENCE North 80°31'35" West, a distance of 111.10 feet to a point for corner;

THENCE North 1°16'35" East, a distance of 33.09 feet to a point for corner;

THENCE South 89°28'59" West, a distance of 1230.89 feet to a point for corner;

THENCE South 89°28'21" West, a distance of 577.17 feet to a point for corner;

THENCE North 0°10'48" West, a distance of 1043.00 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 18°41'20", a radius of 820.10 feet, a chord bearing and distance of North 8°17'17" East, 266.32 feet;

THENCE with said curve to the right, an arc distance of 267.50 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 15°28'07", a radius of 1090.03 feet, a chord bearing and distance of North 5°30'01" East, 293.39 feet;

THENCE with said curve to the left, an arc distance of 294.28 feet to a point for corner;

THENCE North 2°06'44" East, a distance of 867.17 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 10°24'10", a radius of 971.20 feet, a chord bearing and distance of North 7°44'28" East, 176.09 feet;

THENCE with said curve to the right, an arc distance of 176.33 feet to the **POINT OF BEGINNING** and containing 652.282 acres or 28,413,403 square feet of land. **Save and Except** the following described 5.315 acre tract of land and the 109.2127 acre tract of land.

SAVE & EXCEPT
5.315 ACRES

BEING a tract of land situated in the Samuel Queen Survey, Abstract Number 731 and the Charles P. Rice Survey, Abstract Number 771, City of Celina, Collin County, Texas and being a portion of that tract of land conveyed to The Parks at Wilson Creek, L.P., according to the document filed of record in Document Number 20130830001229380, Deed Record Collin County, Texas and being more particularly described as follows:

BEGINNING at a point for the northwest corner of this tract from which the northwest corner of said The Parks At Wilson Creek, L.P. tract recorded in Document Number 20130830001229380 (D.R.C.C.T.) same being the northwest corner of the above described 646.9668 acre tract bears North 01°12'23" West, 738.14 feet;

THENCE North 89°55'39" East, a distance of 160.38 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 77°25'26", a radius of 50.00 feet, a chord bearing and distance of South 47°59'28" East, 62.54 feet;

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THENCE with said curve to the left, an arc distance of 67.57 feet to a point for corner;

THENCE South 0°04'15" East, a distance of 135.09 feet to a point for corner;

THENCE North 89°55'39" East, a distance of 361.00 feet to a point for corner;

THENCE South 0°04'15" East, a distance of 42.74 feet to a point for corner;

THENCE South 55°09'24" West, a distance of 72.90 feet to a point for corner;

THENCE South 34°50'36" East, a distance of 132.42 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 36°29'48", a radius of 275.00 feet, a chord bearing and distance of South 29°17'39" West, 172.22 feet;

THENCE with said curve to the left, an arc distance of 175.17 feet to a point for corner;

THENCE South 11°02'45" West, a distance of 5.30 feet to a point for corner;

THENCE South 55°09'33" West, a distance of 21.54 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 11°24'44", a radius of 1050.00 feet, a chord bearing and distance of North 86°50'35" West, 208.79 feet;

THENCE with said curve to the left, an arc distance of 209.14 feet to a point for corner;

THENCE South 87°27'03" West, a distance of 145.99 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 7°37'09", a radius of 940.00 feet, a chord bearing and distance of South 84°29'46" West, 124.91 feet;

THENCE with said curve to the right, an arc distance of 125.00 feet to a point for corner;

THENCE North 40°47'05" West, a distance of 38.57 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 10°34'56", a radius of 1150.03 feet, a chord bearing and distance of North 3°10'19" East, 212.10 feet;

THENCE with said curve to the left, an arc distance of 212.40 feet to a point for corner;

THENCE North 2°06'44" East, a distance of 303.26 feet to the **POINT OF BEGINNING** and containing 5.315 acres or 231,521 square feet of land, more or less.

SAVE & EXCEPT
109.2127 acres from the following described 111.631 acres

BEING a tract of land situated in the Charles P. Rice Survey, Abstract Number 771, the J.B. Wilmeth Survey, Abstract Number 985, the J.B. Wilmeth Survey, Abstract Number 983 and the Levin Routh Survey, Abstract Number 779, City of Celina, Collin County, Texas and being a portion of that tract of land conveyed to The Parks At Wilson Creek, L.P., according to the document filed of record in Document Number 20130830001229380, Deed Records Collin County, Texas, said tract being more particularly described as follows:

BEGINNING at a point in the west line of said The Parks at Wilson Creek tract same being common with the east line of that tract of land described as Tract 4 conveyed to Bilinda Cox Matusex Special Trust, according to the document filed of record in Document No. 20120724000891520 (D.R.C.C.T.) for the southeast corner of this tract from which an iron pipe found in the north line of that tract of land conveyed to Collin County, according to the document filed of record in Document No. 20191003001242980 (D.R.C.C.T.) at the southeast corner of that tract of land conveyed to Collin County, according to the document filed of record in Document No. 20191118001467990 same being common with the southwest corner of that tract of land conveyed to Collin County, according to the document filed of record in Document No. 2019112700151754 (O.P.R.C.C.T.) bears South 0°24'10" East, 568.32 feet;

THENCE leaving said common line over and across the above-mentioned Parks at Wilson Creek tract the

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following sixteen (16) courses and distances:

South 89°35'50" West, a distance of 753.85 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the right having a central angle of 11°42'08", a radius of 278.29 feet, a chord bearing and distance of North 84°31'20" West, 56.74 feet;

With said curve to the right, an arc distance of 56.84 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 58°53'22" West, a distance of 14.93 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 71°45'57" West, a distance of 51.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 18°38'15", a radius of 224.50 feet, a chord bearing and distance of North 8°54'57" East, 72.70 feet;

With said curve to the left, an arc distance of 73.03 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°24'10" West, a distance of 61.05 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract

North 18°50'16" West, a distance of 15.81 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 89°35'50" West, a distance of 247.01 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 0°24'10" East, a distance of 115.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 6°10'42" East, a distance of 41.52 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 2°19'10" West, a distance of 124.12 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 87°30'12" West, a distance of 115.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 2°29'48" West, a distance of 120.81 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 88°08'58" West, a distance of 6.37 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 167°34'35", a radius of 50.00 feet, a chord bearing and distance of South 85°14'50" West, 99.41 feet;

With said curve to the left, an arc distance of 146.24 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 1°27'33" West, a distance of 89.92 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set in the north line the above-mentioned Collin County tract recorded in 20191118001467990 same being common with the south line of the above-mentioned Parks at Wilson Creek tract at the beginning of a non-tangent curve to the left having a central angle of 2°04'24", a radius of 14,835.50 feet, a chord bearing and distance of North 89°34'39" West, 536.79 feet;

THENCE with said common line the following three (3) courses and distances:

With said curve to the left, an arc distance of 536.82 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

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South 89°23'08" West, a distance of 495.31 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 19°55'22", a radius of 4,044.50 feet, a chord bearing and distance of South 79°25'28" West, 1,399.27 feet;

With said curve to the left, an arc distance of 1,406.35 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set in the south line of the above-mentioned Parks at Wilson Creek tract same being common with the north line of that tract of land conveyed to Belknap FP, LTD, according to the document filed of record in Document No. 98-0123880 (D.R.C.C.T.) for corner of this tract;

THENCE South 89°59'30" West, with said common line, a distance of 198.32 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

THENCE leaving said common line over and across the above-mentioned Parks at Wilson Creek tract the seventy-seven (77) courses and distances:

North 0°01'00" West, a distance of 74.15 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 19°17'00" East, a distance of 125.68 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°45'05" West, a distance of 15.70 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 25°47'06" East, a distance of 39.50 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the right having a central angle of 64°11'54", a radius of 175.00 feet, a chord bearing and distance of North 32°06'57" West, 185.99 feet;

With said curve to the right, an arc distance of 196.08 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°01'00" West, a distance of 13.94 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 33°42'08", a radius of 59.50 feet, a chord bearing and distance of North 16°52'04" West, 34.50 feet;

With said curve to the left, an arc distance of 35.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°01'00" West, a distance of 288.25 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 53°20'47", a radius of 59.50 feet, a chord bearing and distance of North 26°39'24" East, 53.42 feet;

With said curve to the left, an arc distance of 55.40 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°01'00" West, a distance of 230.50 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 44°59'00" East, a distance of 14.14 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°59'00" East, a distance of 151.89 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 21°27'23", a radius of 400.00 feet, a chord bearing and distance of North 79°15'18" East, 148.92 feet;

With said curve to the left, an arc distance of 149.79 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 69°24'36" East, a distance of 14.68 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

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South 26°37'56" East, a distance of 111.19 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the right having a central angle of 26°36'57", a radius of 224.00 feet, a chord bearing and distance of South 13°19'28" East, 103.12 feet;

With said curve to the right, an arc distance of 104.06 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 0°01'00" East, a distance of 63.29 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°59'00" East, a distance of 50.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 0°01'00" East, a distance of 9.50 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 45°01'00" East, a distance of 14.14 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°59'00" East, a distance of 10.36 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°01'00" West, a distance of 130.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°55'27" East, a distance of 59.77 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 79°19'17" East, a distance of 59.51 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 68°42'43" East, a distance of 48.61 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 84°25'55" East, a distance of 100.47 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 82°39'44" East, a distance of 50.41 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 88°52'15" East, a distance of 96.10 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 74°08'46" East, a distance of 58.97 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 71°47'29" East, a distance of 58.97 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 69°55'04" East, a distance of 135.86 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 73°42'14" East, a distance of 50.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 57°24'52" East, a distance of 27.52 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 60°41'20" East, a distance of 300.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 57°04'00" East, a distance of 195.94 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for

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corner of this tract;

North 51°36'59" East, a distance of 48.76 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 48°51'25" East, a distance of 380.81 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 6°50'27", a radius of 1,462.50 feet, a chord bearing and distance of North 44°57'48" West, 174.51 feet;

With said curve to the left, an arc distance of 174.62 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 48°23'02" West, a distance of 1,384.33 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the right having a central angle of 27°33'26", a radius of 1,039.82 feet, a chord bearing and distance of North 34°32'21" West, 495.31 feet;

With said curve to the right, an arc distance of 500.11 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 2°01'38", a radius of 684.50 feet, a chord bearing and distance of North 21°44'34" West, 24.22 feet;

With said curve to the left, an arc distance of 24.22 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; North 29°53'35" West, a distance of 17.98 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 11°20'04", a radius of 682.50 feet, a chord bearing and distance of North 29°55'17" West, 134.79 feet;

With said curve to the left, an arc distance of 135.01 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; North 35°35'18" West, a distance of 15.71 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 18°14'07", a radius of 22.50 feet, a chord bearing and distance of North 44°42'22" West, 7.13 feet;

With said curve to the left, an arc distance of 7.16 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; North 53°49'25" West, a distance of 33.94 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 20°54'23", a radius of 52.50 feet, a chord bearing and distance of North 64°16'37" West, 19.05 feet; With said curve to the left, an arc distance of 19.16 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; North 0°22'23" West, a distance of 112.15 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; North 73°37'28" East, a distance of 16.80 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; North 72°21'44" East, a distance of 41.26 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 33°14'54", a radius of 21.50 feet, a chord bearing and distance of North 55°44'15" East, 12.30 feet;

With said curve to the left, an arc distance of 12.48 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; North 39°06'48" East, a distance of 12.80 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 23°02'50", a radius of 51.50 feet, a chord bearing and distance of North 27°35'23" East, 20.58 feet;

With said curve to the left, an arc distance of 20.72 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; South 89°34'21" East, a distance of 105.94 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 5°42'23", a radius of 491.50 feet, a chord bearing and distance of South 17°51'23" East, 48.93 feet;

With said curve to the left, an arc distance of 48.95 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a compound curve to the left having a central angle of 33°22'24", a radius of 21.50 feet, a chord bearing and distance of South 37°23'47" East, 12.35 feet;

With said curve to the left, an arc distance of 12.52 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; South 56°46'24" East, a distance of 10.94 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 23°10'06", a radius of 51.50 feet, a chord bearing and distance of South 68°21'27" East, 20.68 feet;

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With said curve to the left, an arc distance of 20.82 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; South 5°37'50" East, a distance of 104.28 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 6°12'32", a radius of 411.50 feet, a chord bearing and distance of South 65°55'51" West, 44.57 feet;

With said curve to the left, an arc distance of 44.59 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a compound curve to the left having a central angle of 38°50'36", a radius of 21.50 feet, a chord bearing and distance of South 43°24'17" West, 14.30 feet;

With said curve to the left, an arc distance of 14.58 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; South 23°59'00" West, a distance of 7.88 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 44°18'41", a radius of 51.50 feet, a chord bearing and distance of South 1°49'39" West, 38.84 feet;

With said curve to the left, an arc distance of 39.83 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; South 20°19'41" East, a distance of 61.90 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; South 13°07'29" East, a distance of 24.96 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the right having a central angle of 3°33'57", a radius of 525.50 feet, a chord bearing and distance of South 17°16'25" East, 32.70 feet;

With said curve to the right, an arc distance of 32.71 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a reverse curve to the left having a central angle of 14°16'40", a radius of 494.50 feet, a chord bearing and distance of South 22°37'46" East, 122.91 feet;

With said curve to the left, an arc distance of 123.23 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a compound curve to the left having a central angle of 18°36'55", a radius of 962.50 feet, a chord bearing and distance of South 39°04'34" East, 311.34 feet;

With said curve to the left, an arc distance of 312.72 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; South 48°23'02" East, a distance of 1383.70 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the right having a central angle of 17°54'58", a radius of 1,537.50 feet, a chord bearing and distance of South 39°25'33" East, 478.81 feet;

With said curve to the right, an arc distance of 480.77 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 59°31'36" East, a distance of 13.08 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 41°38'43" East, a distance of 736.15 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 53°37'24" East, a distance of 118.57 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 67°35'47" East, a distance of 50.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°35'50" East, a distance of 1,021.96 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 0°24'10" East, a distance of 26.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°35'50" East, a distance of 130.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set in the west line of the above-mentioned Parks at Wilson Creek tract being common with the east line of the above-mentioned Bilinda Cox tract for corner of this tract from which an iron rod found for the westerly line of said Parks at Wilson Creek tract being common with the northwest corner of said Bilinda Cox tract bears North 0°24'10” East, 1,203.03 feet;

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THENCE South 0°24'10" East, with said common line, a distance of 1,426.55 feet to the **POINT OF BEGINNING** and containing 111.631 acres or 4,862,646 square feet of land, more or less.

SAVE AND EXCEPT

2.419 ACRES

BEING a tract of land situated in the J.B. Wilmeth Survey, Abstract Number 983 and the Levin Routh Survey, Abstract Number 779, City of Celina, Collin County, Texas and being a portion of that tract of land conveyed to The Parks At Wilson Creek, L.P., according to the document filed of record in Document Number 20130830001229380, Deed Records Collin County, Texas (D.R.C.C.T.), said tract being more particularly described as follows:

BEGINNING at a point in the northwest intersection of Eden Way and Lakeside Drive for the southeast corner of this tract;
THENCE with said Lakeside Drive the following three (3) courses and distances:

South 53°49'57" West, a distance of 255.49 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 112°00'01", a radius of 175.00 feet, a chord bearing and distance of North 70°01'19" West, 290.16 feet;
With said curve to the right, an arc distance of 342.09 feet to a point for corner;
North 14°01'18" West, a distance of 28.28 feet to a point for corner;
THENCE North 60°41'20" East, leaving the above-mentioned Lakeside Drive, a distance of 474.31 feet to a point for corner;
THENCE South 29°18'40" East, a distance of 130.00 feet to a point for corner;
THENCE South 60°41'20" West, a distance of 46.16 feet to a point for corner;
THENCE South 29°18'40" East, a distance of 50.00 feet to a point for corner;
THENCE North 60°41'20" East, a distance of 5.08 feet to a point for corner;
THENCE South 75°11'23" East, a distance of 14.36 feet to a point for corner;
THENCE South 32°47'39" East, a distance of 15.60 feet to a point for corner;
THENCE South 9°39'22" West, a distance of 14.34 feet to the **POINT OF BEGINNING**

and containing 2.419 acres or 105,371 square feet of land, more or less.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

APPENDIX C-3
LEGAL DESCRIPTION - PHASE #1

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

METES AND BOUNDS DESCRIPTION
The Parks at Wilson Creek - Phase 1
(approx. 109.2127 acres)

WHEREAS THE PARKS AT WILSON CREEK, L.P., is the owner of a tract of land situated in the Charles P. Rice Survey, Abstract Number 771, the J.B. Wilmeth Survey, Abstract Number 985, the J.B. Wilmeth Survey, Abstract Number 983 and the Levin Routh Survey, Abstract Number 779, City of Celina, Collin County, Texas and being a portion of that tract of land conveyed to The Parks At Wilson Creek, L.P., according to the document filed of record in Document Number 20130830001229380, Deed Records Collin County, Texas, said tract being more particularly described as follows:

BEGINNING at a point in the west line of said The Parks at Wilson Creek tract same being common with the east line of that tract of land described as Tract 4 conveyed to Bilinda Cox Matusex Special Trust, according to the document filed of record in Document No. 20120724000891520 (D.R.C.C.T.) for the southeast corner of this tract from which an iron pipe found in the north line of that tract of land conveyed to Collin County, according to the document filed of record in Document No. 20191003001242980 (D.R.C.C.T.) at the southeast corner of that tract of land conveyed to Collin County, according to the document filed of record in Document No. 20191118001467990 same being common with the southwest corner of that tract of land conveyed to Collin County, according to the document filed of record in Document No. 2019112700151754 (O.P.R.C.C.T.) bears South 0°24'10" East, 568.32 feet;

THENCE leaving said common line over and across the above-mentioned Parks at Wilson Creek tract the following sixteen (16) courses and distances:

South 89°35'50" West, a distance of 753.85 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the right having a central angle of 11°42'08", a radius of 278.29 feet, a chord bearing and distance of North 84°31'20" West, 56.74 feet;

With said curve to the right, an arc distance of 56.84 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 58°53'22" West, a distance of 14.93 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 71°45'57" West, a distance of 51.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 18°38'15", a radius of 224.50 feet, a chord bearing and distance of North 8°54'57" East, 72.70 feet;

With said curve to the left, an arc distance of 73.03 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°24'10" West, a distance of 61.05 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract

North 18°50'16" West, a distance of 15.81 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 89°35'50" West, a distance of 247.01 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 0°24'10" East, a distance of 115.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 6°10'42" East, a distance of 41.52 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

South 2°19'10" West, a distance of 124.12 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 87°30'12" West, a distance of 115.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 2°29'48" West, a distance of 120.81 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 88°08'58" West, a distance of 6.37 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 167°34'35", a radius of 50.00 feet, a chord bearing and distance of South 85°14'50" West, 99.41 feet;

With said curve to the left, an arc distance of 146.24 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 1°27'33" West, a distance of 89.92 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set in the north line the above-mentioned Collin County tract recorded in 20191118001467990 same being common with the south line of the above-mentioned Parks at Wilson Creek tract at the beginning of a non-tangent curve to the left having a central angle of 2°04'24", a radius of 14,835.50 feet, a chord bearing and distance of North 89°34'39" West, 536.79 feet;

THENCE with said common line the following three (3) courses and distances:

With said curve to the left, an arc distance of 536.82 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 89°23'08" West, a distance of 495.31 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 19°55'22", a radius of 4,044.50 feet, a chord bearing and distance of South 79°25'28" West, 1,399.27 feet;

With said curve to the left, an arc distance of 1,406.35 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set in the south line of the above-mentioned Parks at Wilson Creek tract same being common with the north line of that tract of land conveyed to Belknap FP, LTD, according to the document filed of record in Document No. 98-0123880 (D.R.C.C.T.) for corner of this tract;

THENCE South 89°59'30" West, with said common line, a distance of 198.32 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

THENCE leaving said common line over and across the above-mentioned Parks at Wilson Creek tract the seventy-seven (77) courses and distances:

North 0°01'00" West, a distance of 74.15 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 19°17'00" East, a distance of 125.68 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°45'05" West, a distance of 15.70 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 25°47'06" East, a distance of 39.50 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the right having a central angle of 64°11'54", a radius of 175.00 feet, a chord bearing and distance of North 32°06'57" West, 185.99 feet;

With said curve to the right, an arc distance of 196.08 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

North 0°01'00" West, a distance of 13.94 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 33°42'08", a radius of 59.50 feet, a chord bearing and distance of North 16°52'04" West, 34.50 feet;

With said curve to the left, an arc distance of 35.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°01'00" West, a distance of 288.25 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 53°20'47", a radius of 59.50 feet, a chord bearing and distance of North 26°39'24" East, 53.42 feet;

With said curve to the left, an arc distance of 55.40 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°01'00" West, a distance of 230.50 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 44°59'00" East, a distance of 14.14 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°59'00" East, a distance of 151.89 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 21°27'23", a radius of 400.00 feet, a chord bearing and distance of North 79°15'18" East, 148.92 feet;

With said curve to the left, an arc distance of 149.79 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 69°24'36" East, a distance of 14.68 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 26°37'56" East, a distance of 111.19 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the right having a central angle of 26°36'57", a radius of 224.00 feet, a chord bearing and distance of South 13°19'28" East, 103.12 feet;

With said curve to the right, an arc distance of 104.06 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 0°01'00" East, a distance of 63.29 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°59'00" East, a distance of 50.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 0°01'00" East, a distance of 9.50 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 45°01'00" East, a distance of 14.14 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°59'00" East, a distance of 10.36 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°01'00" West, a distance of 130.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

North 89°55'27" East, a distance of 59.77 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 79°19'17" East, a distance of 59.51 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 68°42'43" East, a distance of 48.61 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 84°25'55" East, a distance of 100.47 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 82°39'44" East, a distance of 50.41 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 88°52'15" East, a distance of 96.10 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 74°08'46" East, a distance of 58.97 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 71°47'29" East, a distance of 58.97 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 69°55'04" East, a distance of 135.86 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 73°42'14" East, a distance of 50.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 57°24'52" East, a distance of 27.52 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 60°41'20" East, a distance of 300.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 57°04'00" East, a distance of 195.94 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 51°36'59" East, a distance of 48.76 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 48°51'25" East, a distance of 380.81 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 6°50'27", a radius of 1,462.50 feet, a chord bearing and distance of North 44°57'48" West, 174.51 feet;

With said curve to the left, an arc distance of 174.62 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 48°23'02" West, a distance of 1,384.33 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the right having a central angle of 27°33'26", a radius of 1,039.82 feet, a chord bearing and distance of North 34°32'21" West, 495.31 feet;

With said curve to the right, an arc distance of 500.11 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 2°01'38", a radius of 684.50 feet, a chord bearing and distance of North 21°44'34" West, 24.22 feet;

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With said curve to the left, an arc distance of 24.22 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

North 29°53'35" West, a distance of 17.98 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 11°20'04", a radius of 682.50 feet, a chord bearing and distance of North 29°55'17" West, 134.79 feet;

With said curve to the left, an arc distance of 135.01 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

North 35°35'18" West, a distance of 15.71 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 18°14'07", a radius of 22.50 feet, a chord bearing and distance of North 44°42'22" West, 7.13 feet;

With said curve to the left, an arc distance of 7.16 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

North 53°49'25" West, a distance of 33.94 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 20°54'23", a radius of 52.50 feet, a chord bearing and distance of North 64°16'37" West, 19.05 feet;

With said curve to the left, an arc distance of 19.16 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

North 0°22'23" West, a distance of 112.15 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

North 73°37'28" East, a distance of 16.80 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

North 72°21'44" East, a distance of 41.26 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 33°14'54", a radius of 21.50 feet, a chord bearing and distance of North 55°44'15" East, 12.30 feet;

With said curve to the left, an arc distance of 12.48 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

North 39°06'48" East, a distance of 12.80 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 23°02'50", a radius of 51.50 feet, a chord bearing and distance of North 27°35'23" East, 20.58 feet;

With said curve to the left, an arc distance of 20.72 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

South 89°34'21" East, a distance of 105.94 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 5°42'23", a radius of 491.50 feet, a chord bearing and distance of South 17°51'23" East, 48.93 feet;

With said curve to the left, an arc distance of 48.95 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a compound curve to the left having a central angle of 33°22'24", a radius of 21.50 feet, a chord bearing and distance of South 37°23'47" East, 12.35 feet;

With said curve to the left, an arc distance of 12.52 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

South 56°46'24" East, a distance of 10.94 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 23°10'06", a radius of 51.50 feet, a chord

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

bearing and distance of South 68°21'27" East, 20.68 feet;

With said curve to the left, an arc distance of 20.82 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

South 5°37'50" East, a distance of 104.28 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 6°12'32", a radius of 411.50 feet, a chord bearing and distance of South 65°55'51" West, 44.57 feet;

With said curve to the left, an arc distance of 44.59 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a compound curve to the left having a central angle of 38°50'36", a radius of 21.50 feet, a chord bearing and distance of South 43°24'17" West, 14.30 feet;

With said curve to the left, an arc distance of 14.58 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

South 23°59'00" West, a distance of 7.88 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 44°18'41", a radius of 51.50 feet, a chord bearing and distance of South 1°49'39" West, 38.84 feet;

With said curve to the left, an arc distance of 39.83 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

South 20°19'41" East, a distance of 61.90 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

South 13°07'29" East, a distance of 24.96 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the right having a central angle of 3°33'57", a radius of 525.50 feet, a chord bearing and distance of South 17°16'25" East, 32.70 feet;

With said curve to the right, an arc distance of 32.71 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a reverse curve to the left having a central angle of 14°16'40", a radius of 494.50 feet, a chord bearing and distance of South 22°37'46" East, 122.91 feet;

With said curve to the left, an arc distance of 123.23 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a compound curve to the left having a central angle of 18°36'55", a radius of 962.50 feet, a chord bearing and distance of South 39°04'34" East, 311.34 feet;

With said curve to the left, an arc distance of 312.72 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

South 48°23'02" East, a distance of 1383.70 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the right having a central angle of 17°54'58", a radius of 1,537.50 feet, a chord bearing and distance of South 39°25'33" East, 478.81 feet;

With said curve to the right, an arc distance of 480.77 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 59°31'36" East, a distance of 13.08 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 41°38'43" East, a distance of 736.15 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 53°37'24" East, a distance of 118.57 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

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North 67°35'47" East, a distance of 50.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°35'50" East, a distance of 1,021.96 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 0°24'10" East, a distance of 26.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°35'50" East, a distance of 130.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set in the west line of the above-mentioned Parks at Wilson Creek tract being common with the east line of the above-mentioned Bilinda Cox tract for corner of this tract from which an iron rod found for the westerly line of said Parks at Wilson Creek tract being common with the northwest corner of said Bilinda Cox tract bears North 0°24'10” East, 1,203.03 feet;

THENCE South 0°24'10" East, with said common line, a distance of 1,426.55 feet to the **POINT OF BEGINNING** and containing 111.6312 acres or 4,862,657 square feet of land, more or less.

SAVE AND EXCEPT
2.4185 ACRES

BEING a tract of land situated in the J.B. Wilmeth Survey, Abstract Number 983 and the Levin Routh Survey, Abstract Number 779, City of Celina, Collin County, Texas and being a portion of that tract of land conveyed to The Parks At Wilson Creek, L.P., according to the document filed of record in Document Number 20130830001229380, Deed Records Collin County, Texas (D.R.C.C.T.), said tract being more particularly described as follows:

BEGINNING at a point in the northeast intersection of Eden Way and Lakeside Drive for the southeast corner of this tract;

THENCE South 60°41'20" West, a distance of 526.16 feet to a point at the beginning of a tangent curve to the left having a central angle of 67°29'59", a radius of 50.00 feet, a chord bearing and distance of South 26°56'21" West, 55.56 feet;

THENCE with said Lakeside Drive the following three (3) courses and distances:

South 53°49'57" West, a distance of 255.49 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 112°00'01", a radius of 175.00 feet, a chord bearing and distance of North 70°01'19" West, 290.16 feet;

With said curve to the right, an arc distance of 342.09 feet to a point for corner;

North 14°01'18" West, a distance of 28.28 feet to a point for corner;

THENCE North 60°41'20" East, leaving the above-mentioned Lakeside Drive, a distance of 474.31 feet to a point for corner;

THENCE South 29°18'40" East, a distance of 130.00 feet to a point for corner;

THENCE South 60°41'20" West, a distance of 46.16 feet to a point for corner;

THENCE South 29°18'40" East, a distance of 50.00 feet to a point for corner;

THENCE North 60°41'20" East, a distance of 5.08 feet to a point for corner;

THENCE South 75°11'23" East, a distance of 14.36 feet to a point for corner;

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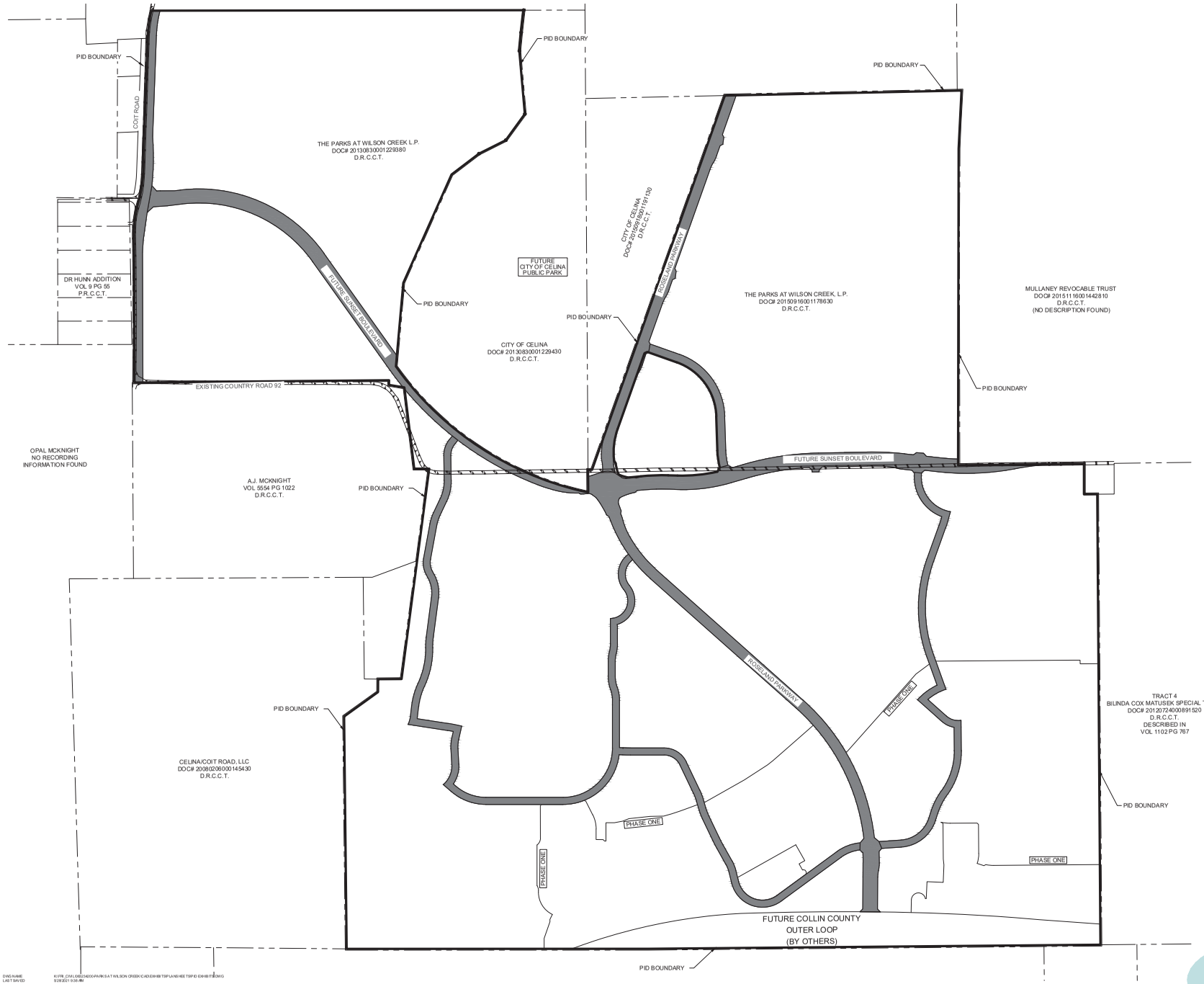
THENCE South 32°47'39" East, a distance of 15.60 feet to a point for corner;

THENCE South 9°39'22" West, a distance of 14.34 feet to the **POINT OF BEGINNING**
and containing 2.4185 acres or 105,349 square feet of land, more or less.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

APPENDIX D
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)



GRAPHIC SCALE IN FEET
0 150 300 600
1"=300' @ 24x36

LEGEND

RIGHT-OF-WAY

RIGHT-OF-WAY AREA TABLE	
NAME	NET AREA (AC/SF)
ROSELAND PARKWAY	11.67 ACRES (508,345 SF)
SUNSET BOULEVARD	14.54 ACRES (633,362 SF)
COIT ROAD	3.84 ACRES (167,270 SF)
SECONDARY ROADS	14.72 ACRES (641,317 SF)
TOTAL AREA	44.77 ACRES (1,950,294 SF)

PID MAJOR IMPROVEMENTS -
ROW ACQUISITION

THE PARKS AT WILSON CREEK

5/27/2021
Celina, Texas

Cambridge

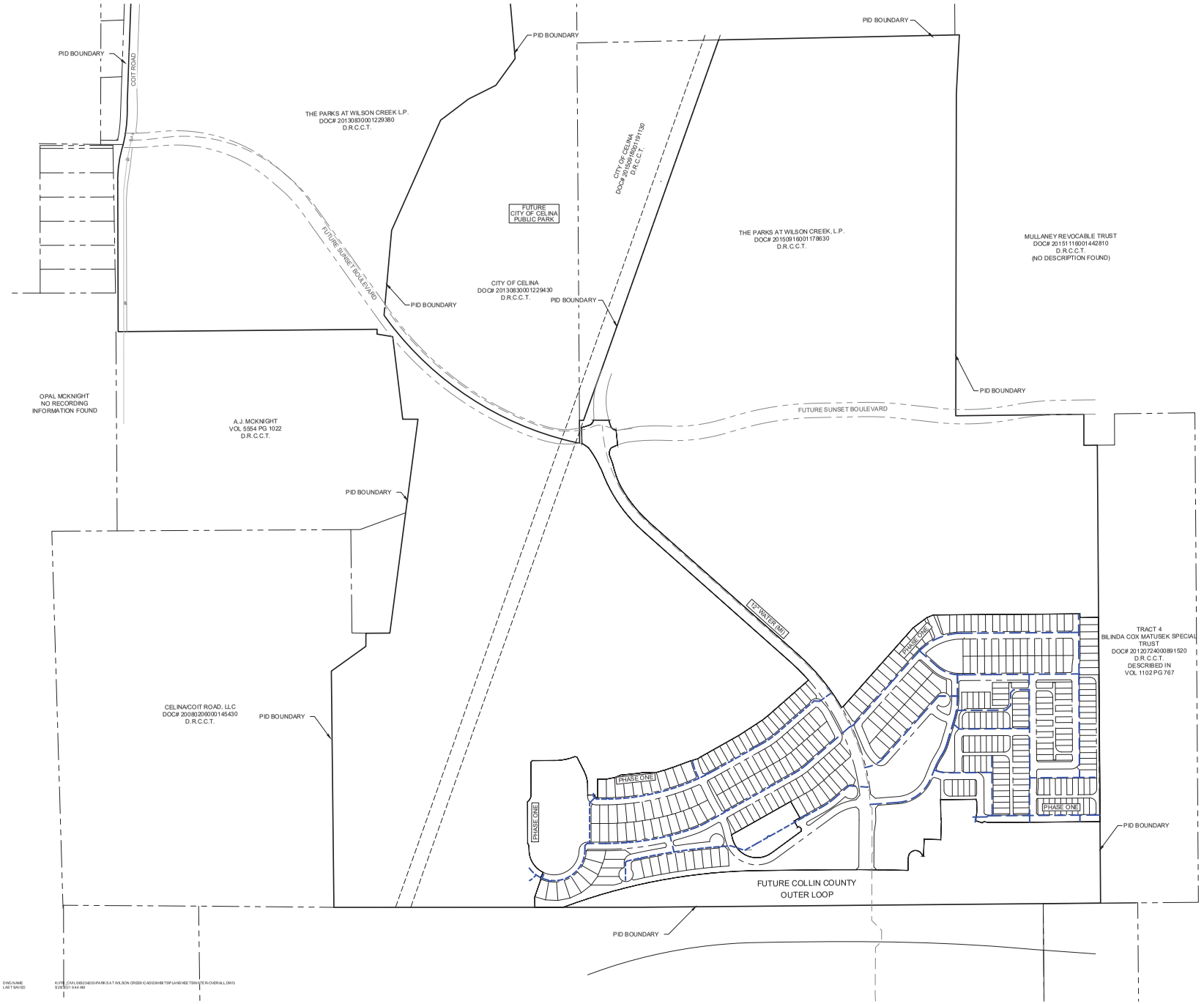
Kimley»Horn
6160 Warren Parkway
Suite 210

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITH
BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.

DWG NAME
LAST SAVED
K:\FTR_CVL\068234000-PARKS AT WILSON CREEK\CAD\EXHIBIT\SP\LANSHEET\SP ID EXHIBIT.DWG
9/28/2021 9:38 AM

8.I.b

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)



GRAPHIC SCALE IN FEET
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NOTE:
ALL WATER LINES
ARE 8" DIAMETER

PHASE ONE
DIRECT IMPROVEMENTS - WATER

THE PARKS AT WILSON CREEK

5/27/2021
Celina, Texas

Cambridge

Kimley»Horn
6160 Warren Parkway
Suite 210

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITH THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.

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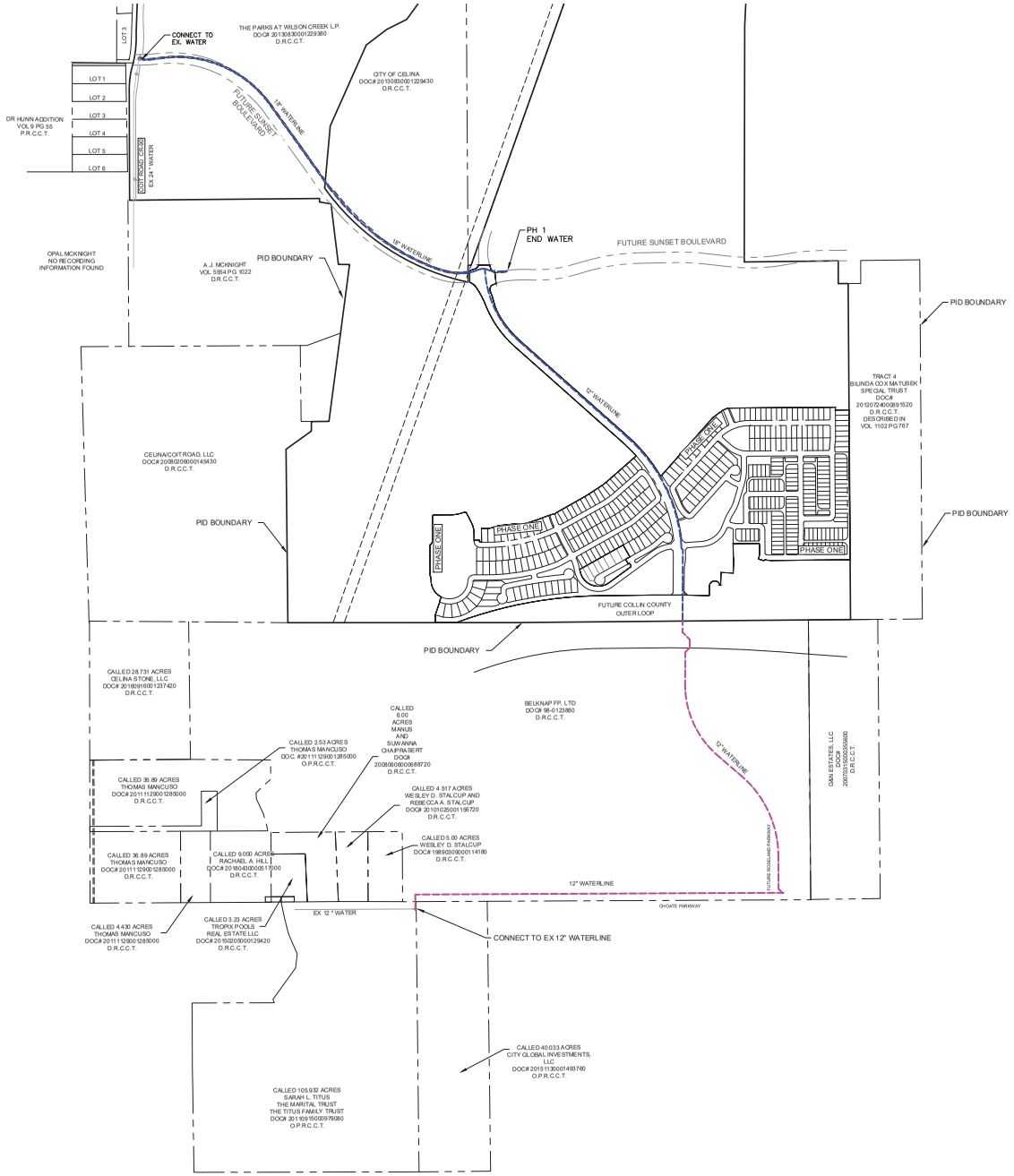
8.I.b



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LEGEND:

- MAJOR IMPROVEMENTS PAID BY DEVELOPER
- MAJOR IMPROVEMENTS COVERED IN DEVELOPMENT AGREEMENT

NOTE:
ALL WATER LINES
ARE 12" DIAMETER.

PHASE ONE

MAJOR IMPROVEMENTS - WATER

August 2021
Celina, Texas

Cambridge

Kimley»Horn
6160 Warren Parkway
Suite 210
Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITH THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.

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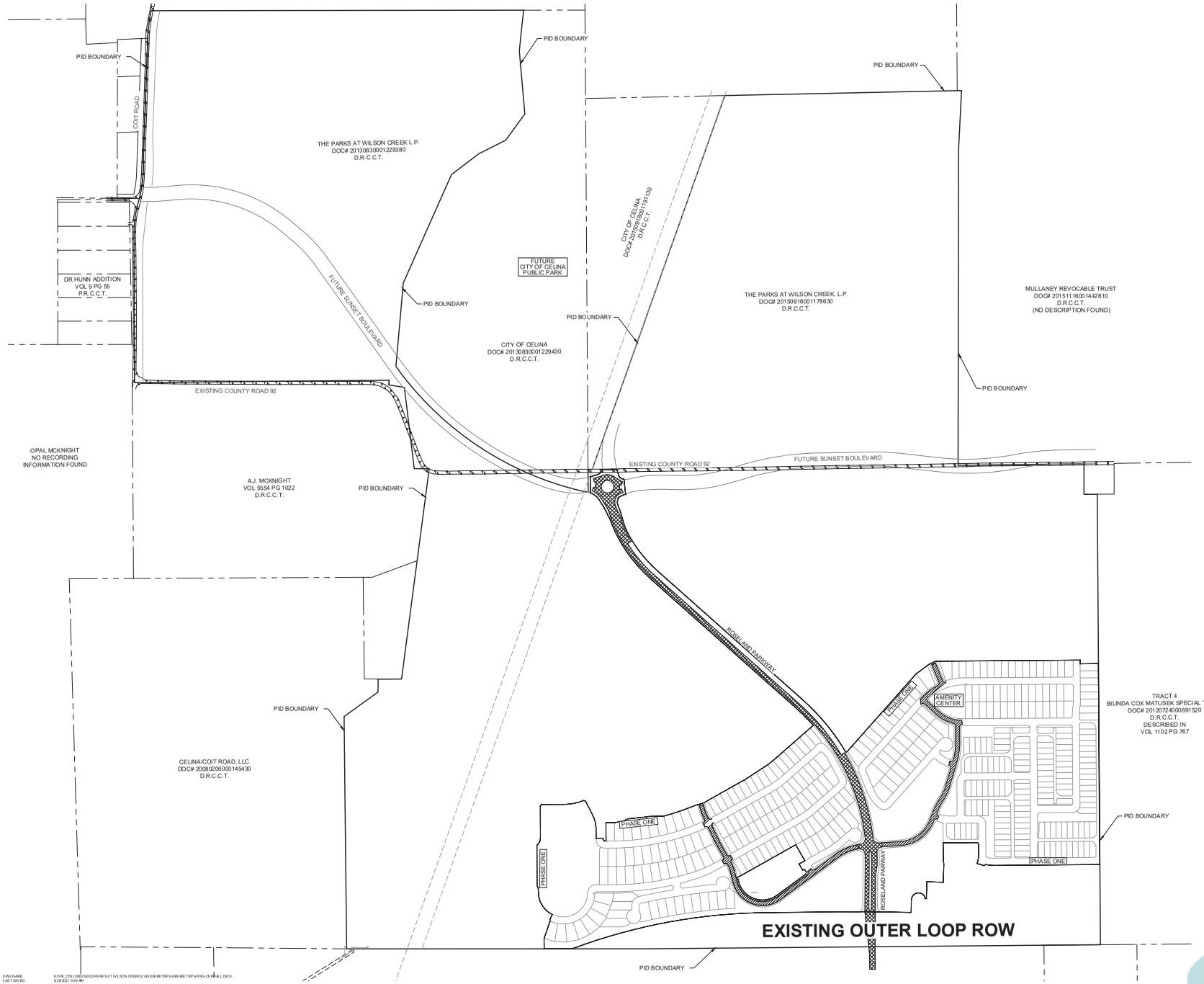

GRAPHIC SCALE IN FEET
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LEGEND

=29' B-B

=ULTIMATE 55' B-B

PHASE ONE

MAJOR IMPROVEMENTS - PAVING

THE PARKS AT WILSON CREEK

5/27/2021

Celina, Texas

Cambridge

Kimley»Horn

6160 Warren Parkway
Suite 210

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITH
BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.

DWG NAME
LAST SAVED

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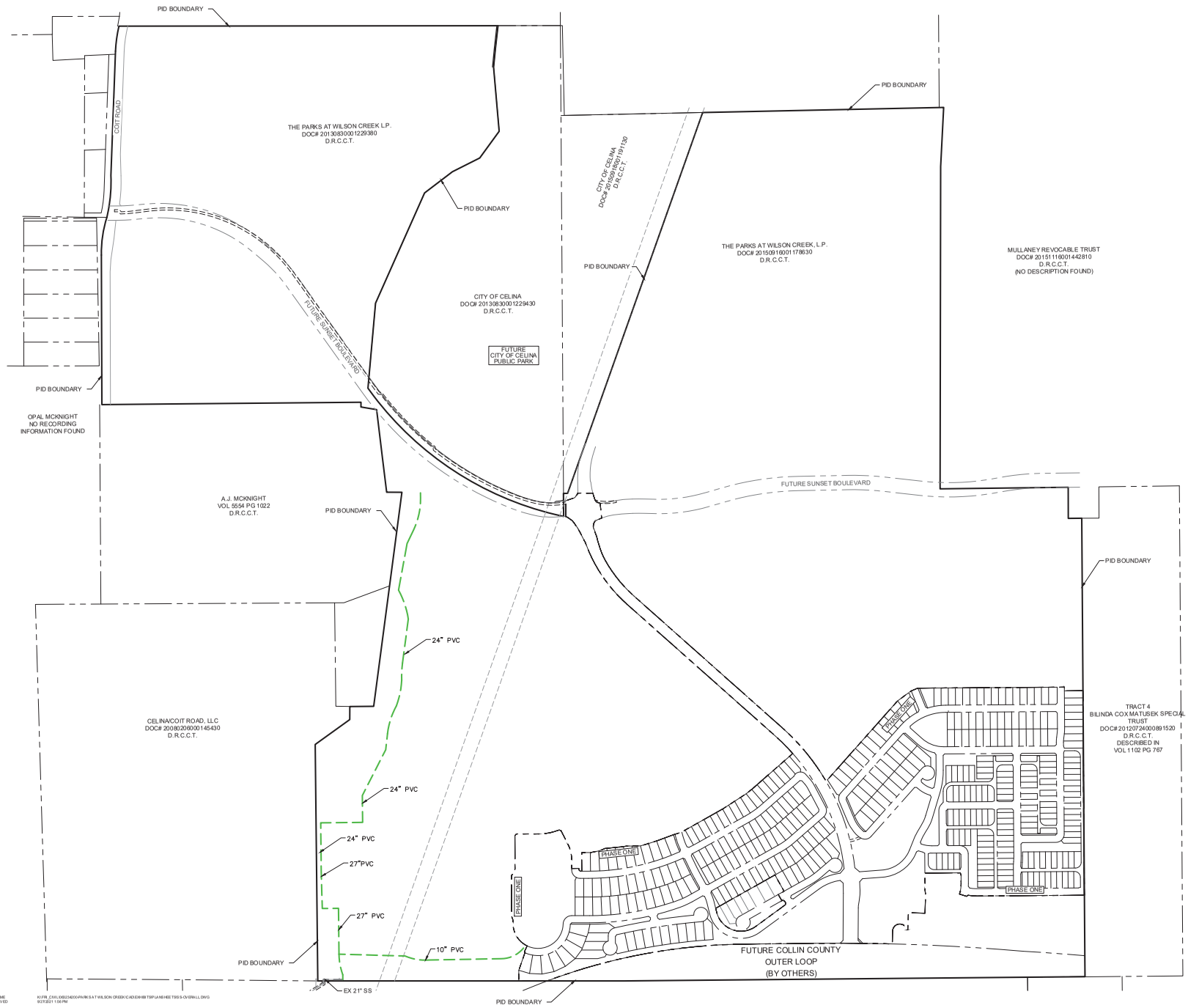

GRAPHIC SCALE IN FEET
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1"=300' @ 24x36

PHASE ONE

MAJOR IMPROVEMENTS - SANITARY SEWER

August 2021
Celina, Texas

Cambridge

Kimley»Horn

6160 Warren Parkway
Suite 210

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITH
BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.

DWG NAME
LAST SAVED
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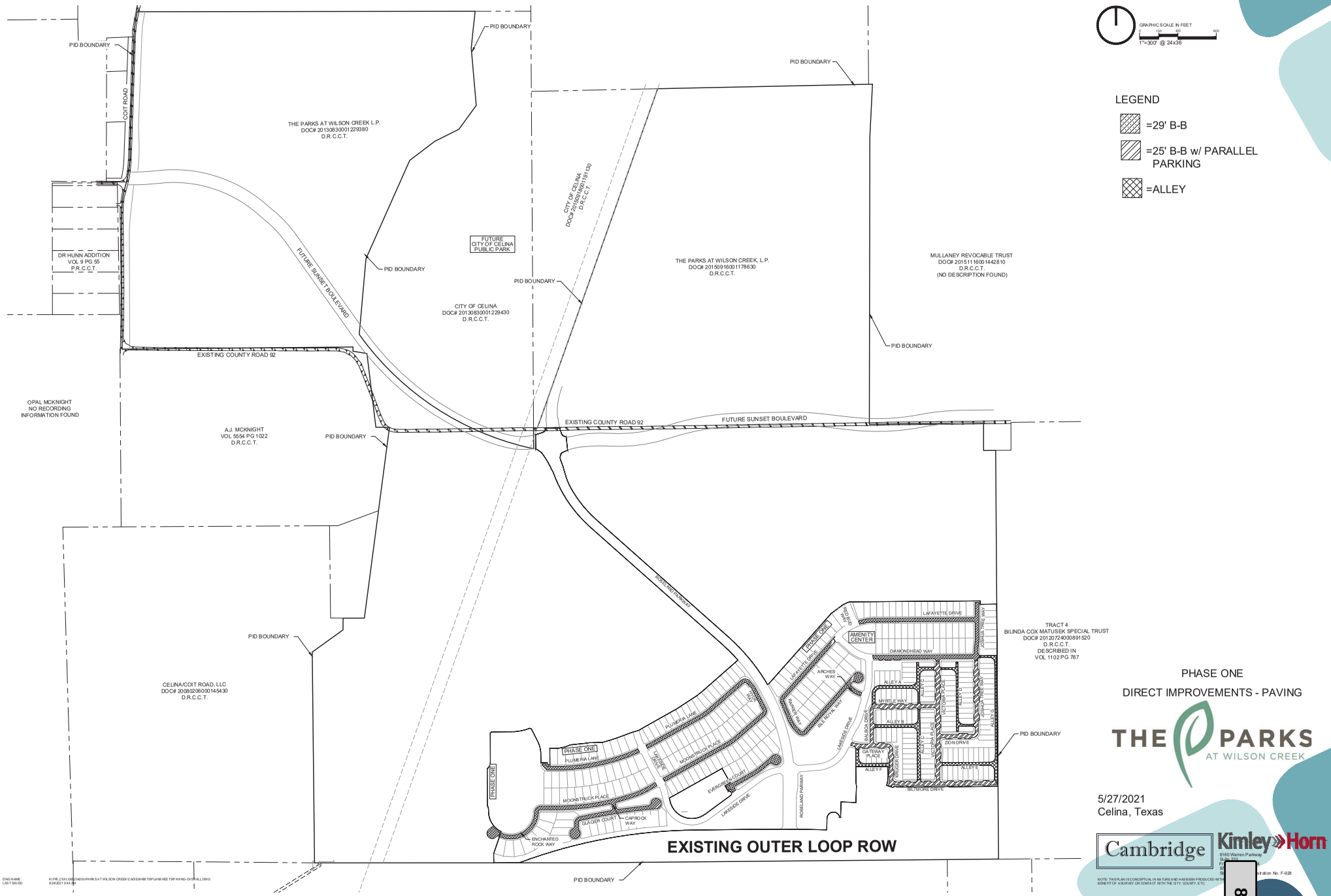
8.I.b



PHASE ONE

DIRECT IMPROVEMENTS - PAVING

THE PARKS AT WILSON CREEK

5/27/2021

Celina, Texas

Cambridge

Kimley»Horn

6160 Warren Parkway

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITH THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.

DWG NAME
LAST SAVED
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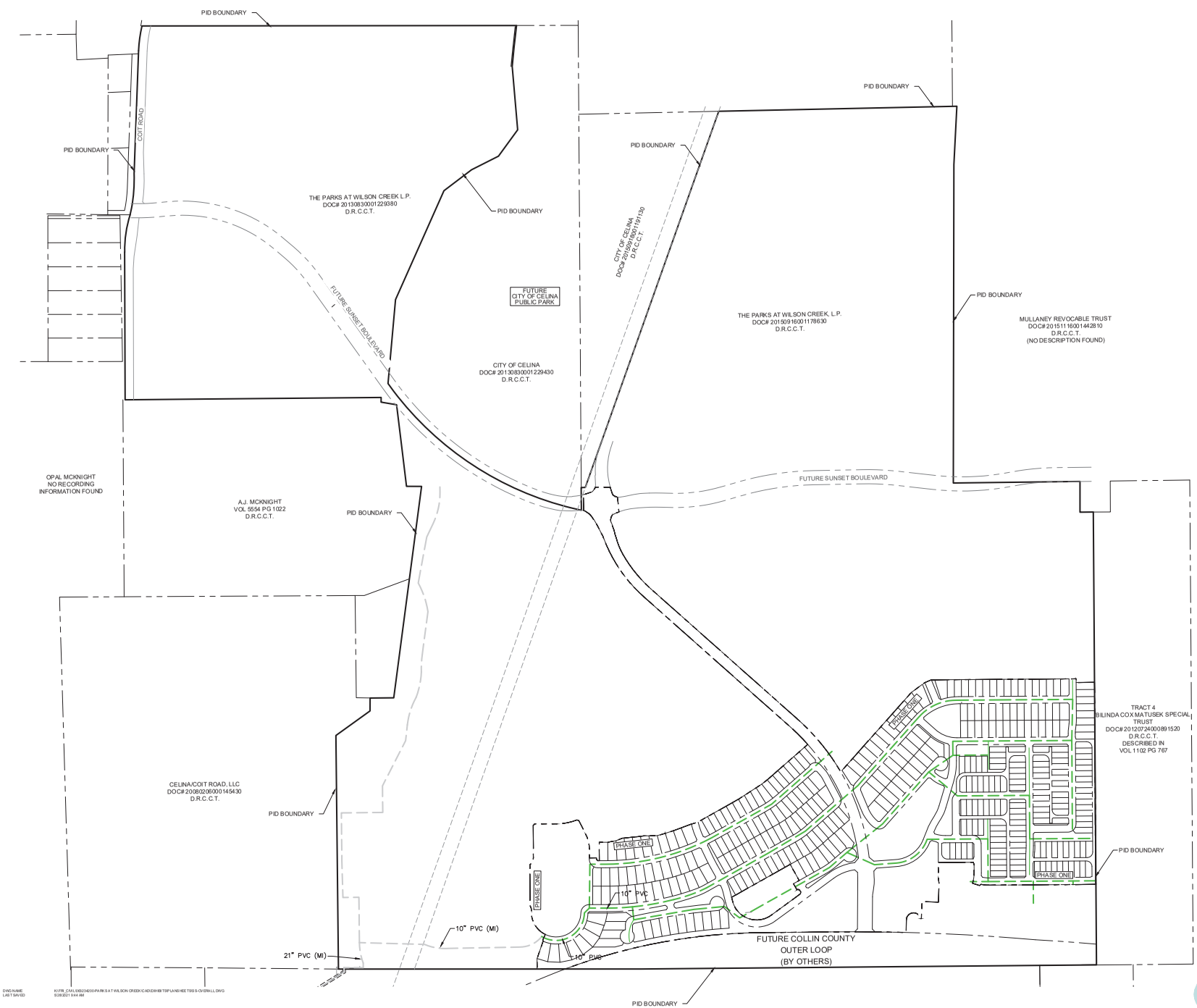
8.I.b



GRAPHIC SCALE IN FEET
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1"=300' @ 24x36

NOTE:
ALL SEWER LINES
ARE 8" DIAMETER
(UNLESS NOTED OTHERWISE)

PHASE ONE

DIRECT IMPROVEMENTS - SANITARY SEWER

THE PARKS AT WILSON CREEK

5/27/2021
Celina, Texas

Cambridge

Kimley»Horn
6160 Warren Parkway
Suite 210

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITH
BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.

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9/28/2021 9:44 AM

8.I.b

APPENDIX E
HOMEBUYER DISCLOSURE

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

AFTER RECORDING RETURN TO:

_____
_____
_____
_____
_____][1]

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF CELINA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

LOT TYPE _____ PRINCIPAL ASSESSMENT: $_____

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Celina, Texas (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***The Parks at Wilson Creek Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF Collin §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

APPENDIX F
ASSESSMENT PER UNIT, PROJECTED LEVERAGE AND PROJECTED TAX RATE EQUIVALENTS

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

Appendix F

For purposes of calculating and allocating the Assessments, the Assessed Property has been classified in one of three Lot Types.

"Lot Type 1" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 74 feet, as provided by Zoning Ordinance.

"Lot Type 2" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 60 feet, as provided by Zoning Ordinance.

"Lot Type 3" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 50 feet, as provided by Zoning Ordinance.

"Lot Type 4" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 40 feet, as provided by Zoning Ordinance.

A) Proposed Development

The following table shows the proposed residential units to be developed within the PID.

Table F-1
Proposed Development within the PID

Description	Proposed Development	
74 Ft Lots	271	Units
60 Ft Lots	698	Units
50 Ft Lots	1,012	Units
40 Ft Lots	183	Units
Total	**2,164**	**Units**

Table F-2 below shows the proposed residential units within Phase #1.

Table F-2
Proposed Development - Phase #1

Description	Proposed Development	
74 Ft Lots	-	Units
60 Ft Lots	100	Units
50 Ft Lots	132	Units
40 Ft Lots	126	Units
Total	**358**	**Units**

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

Table F-3 below shows the proposed residential Lot Types within The Major Improvement Area.

Table F-3
Proposed Development - Major Improvement Area

Description	Proposed Development	
74 Ft Lots	271	Units
60 Ft Lots	598	Units
50 Ft Lots	880	Units
40 Ft Lots	57	Units
Total	**1,806**	**Units**

B) Calculation of Equivalent Units

As explained under Section IV.D, for purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Major Improvement Area Projects to be financed with the Initial Major Improvement Area Bonds shall be allocated to the Major Improvement Area Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units.

For purposes of this Service and Assessment Plan, the City Council has determined that the Assessments shall be allocated to the Major Improvement Area Assessed Property on the basis of the average home value of each Lot Type, and that such method of allocation will result in the imposition of equal shares of the Assessments on Parcels similarly benefited. In determining the average home value of each Lot Type, the City Council has taken into consideration (i) the type of lots (i.e., 60 Ft, 50 Ft, etc.); (ii) current and projected home prices; (iii) the costs of the Authorized Improvements, and (iv) the ability of different property types to utilize and benefit from the Authorized Improvements.

Having taken into consideration the matters described above, the City Council has determined that allocating the Assessments among Parcels based on average home value is best accomplished by creating classifications of benefited Parcels based on the "Lot Types" defined above. These classifications (from Lot Type 1 (74 Ft Lots) representing the highest value to Lot Type 4 (40 Ft Lot) representing the lowest value for residential lots are set forth in Table F-4 on the following page. Assessments are allocated to each Lot Type on the basis of the average home value for each class of lots. This is accomplished by giving each Lot Type an Equivalent Unit factor. Equivalent Units are the ratio of the average value of lots within each assessment class, setting the Equivalent Unit factor for Lot Type 1 (74 Ft Lots) to 1.0.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

Table F-4
Equivalent Unit Factors

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor
Lot Type 1 (74 Ft Lot)	$625,000	1.00 per dwelling unit
Lot Type 2 (60 Ft Lot)	$550,000	0.88 per dwelling unit
Lot Type 3 (50 Ft Lot)	$475,000	0.76 per dwelling unit
Lot Type 4 (40 Ft Lot)	$425,000	0.68 per dwelling unit

The total estimated Equivalent Units for Phase #1 are shown in Table F-5 below as calculated based on the Equivalent Unit factors shown above, estimated Lot Types and number of units estimated to be built within Phase #1.

Table F-5
Estimated Equivalent Units - Phase #1

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (74 Ft Lot)	-	1.00	-
Lot Type 2 (60 Ft Lot)	100	0.88	88.00
Lot Type 3 (50 Ft Lot)	132	0.76	100.32
Lot Type 4 (40 Ft Lot)	126	0.68	85.68
Total Equivalent Units	**358**		**274.00**

The total estimated Equivalent Units for The Major Improvement Area is shown in Table F-6 below as calculated based on the Equivalent Unit factors shown in Table F-4, estimated Lot Types and number of units estimated to be built within The Major Improvement Area.

Table F-6
Estimated Equivalent Units -Major Improvement Area

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (74 Ft Lot)	271	1.00	271.00
Lot Type 2 (60 Ft Lot)	598	0.88	526.24
Lot Type 3 (50 Ft Lot)	880	0.76	668.80
Lot Type 4 (40 Ft Lot)	57	0.68	38.76
Total Equivalent Units	**1,806**		**1,504.80**

C) Allocation of Assessments to Lots within Phase #1

As shown in Section IV of this Service and Assessment Plan, the total amount of the Phase #1 Bonds and obligations related to a portion of the Phase #1 Improvements and Phase #1's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement,

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

which represents the total Assessment to be allocated on all Parcels within Phase #1, is $14,558,710. As shown in Table F-5, there are a total of 274.00 estimated Equivalent Units in Phase #1, resulting in an Assessment per Equivalent Unit of $53,133.98.

The Assessment per dwelling unit or acre is calculated as the product of (i) $53,133.98 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, The Assessment for a Lot Type 2 (60 Ft Lot) dwelling unit is $46,757.90 (i.e. $53,133.98 × 0.88). The Assessment for a Lot Type 3 (50 Ft Lot) dwelling unit is $40,381.82 (i.e. $53,133.98× 0.76).The Assessment for a Lot Type 4 (40 Ft Lot) dwelling unit is $36,131.10 (i.e. $53,133.98 × 0.68). Table F-7 below sets forth the Assessment per dwelling unit for each Lot Type in Phase #1.

Table F-7
Assessment Per Unit - Phase #1

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit		Total Assessments
Lot Type 1 (74 Ft Lot)	-	$53,133.98	1.00	$53,133.98	per dwelling unit	-
Lot Type 2 (60 Ft Lot)	100	$53,133.98	0.88	$46,757.90	per dwelling unit	$4,675,790
Lot Type 3 (50 Ft Lot)	132	$53,133.98	0.76	$40,381.82	per dwelling unit	$5,330,401
Lot Type 4 (40 Ft Lot)	126	$53,133.98	0.68	$36,131.10	per dwelling unit	$4,552,519
Total	**358**					**$14,558,710**

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table F-8 below.

Table F-8
Projected Leverage - Phase #1

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit[1]	Leverage (Lot Value)	Leverage (Home Value)
74 Ft Lots	-	-	-	-	-	-
60 Ft Lots	100	$110,000	$550,000	$46,757.90	2.35	11.76
50 Ft Lots	132	$95,000	$475,000	$40,381.82	2.35	11.76
40 Ft Lots	126	$85,000	$425,000	$36,131.10	2.35	11.76

1 - Amounts are rounded to the nearest dollar amount.

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table F-9 below.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

Table F-9
Estimated Tax Rate Equivalent per unit - Phase #1

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
74 Ft Lots	-	-	-	-	-	-
60 Ft Lots	100	$110,000	$550,000	$3,418	$3.11	$0.62
50 Ft Lots	132	$95,000	$475,000	$2,952	$3.11	$0.62
40 Ft Lots	126	$85,000	$425,000	$2,635	$3.10	$0.62

The Assessment and Annual Installments for each Parcel or Lot located within Phase #1 is shown on the Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements, attached as Appendix I and the Phase #1 Assessment Roll - Additional Major Improvements, attached as Appendix J, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

D) Allocation of Major Improvement Area Assessments to Lot Types in the Major Improvement Area

As shown in Section IV of this Service and Assessment Plan, the total amount of the Initial Major Improvement Area Bonds and obligation related to the Major Improvement Area's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement, which represents the total Assessment to be allocated on all Parcels within the Major Improvement Area is $26,030,092. As shown in Table F-6, there are a total of 1,504.80 estimated Equivalent Units in the Major Improvement Area, resulting in an Assessment per Equivalent Unit of $17,298.04.

The Assessment per dwelling unit or acre is calculated as the product of (i) $17,298.04 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (74 Ft Lot) dwelling unit is $17,298.04 (i.e. $17,298.04 × 1.00). The Assessment for a Lot Type 2 (60 Ft Lot) dwelling unit is $15,222.28 (i.e. $17,298.04× 0.88). The Assessment for a Lot Type 3 (50 Ft Lot) dwelling unit is $13,146.51 (i.e. $17,298.04× 0.76).The Assessment for a Lot Type 4 (40 Ft Lot) dwelling unit is $11,762.67 (i.e. $17,298.04× 0.68). Table F-10 below sets forth the Assessment per dwelling unit for each Lot Type in the Major Improvement Area.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

Table F-10
Assessment Per Unit –Major Improvement Area

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit		Total Assessments
Lot Type 1 (74 Ft Lot)	271	$17,298.04	1.00	$17,298.04	per dwelling unit	$4,687,769
Lot Type 2 (60 Ft Lot)	598	$17,298.04	0.88	$15,222.28	per dwelling unit	$9,102,921
Lot Type 3 (50 Ft Lot)	880	$17,298.04	0.76	$13,146.51	per dwelling unit	$11,568,930
Lot Type 4 (40 Ft Lot)	57	$17,298.04	0.68	$11,762.67	per dwelling unit	$670,472
Total	**1,806**					**$26,030,092**

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit within the Major Improvement Area is shown in Table F-11 on the following page.

Table F-11
Projected Leverage - Major Improvement Area

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit[1]	Leverage (Lot Value)	Leverage (Home Value)
74 Ft Lots	271	$125,000	$625,000	$17,298.04	7.23	36.13
60 Ft Lots	598	$110,000	$550,000	$15,222.28	7.23	36.13
50 Ft Lots	880	$95,000	$475,000	$13,146.51	7.23	36.13
40 Ft Lots	57	$85,000	$425,000	$11,762.67	7.23	36.13

1 - Amounts are rounded to the nearest dollar amount.

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit within the Major Improvement Area is shown in Table F-12 on the below.

Table F-12
Estimated Tax Rate Equivalent per unit - Major Improvement Area

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
74 Ft Lots	271	$125,000	$625,000	$1,173	$0.94	$0.19
60 Ft Lots	598	$110,000	$550,000	$1,032	$0.94	$0.19
50 Ft Lots	880	$95,000	$475,000	$891	$0.94	$0.19
40 Ft Lots	57	$85,000	$425,000	$798	$0.94	$0.19

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

The Assessment and Annual Installments for each Parcel or Lot located within the Major Improvement Area is shown on the Major Improvement Area Assessment Roll - Initial Major Improvements, attached as Appendix G, and the Major Improvement Area Assessment Roll - Additional Major Improvements, attached as Appendix H, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

APPENDIX G
MAJOR IMPROVEMENT AREA ASSESSMENT ROLL - INITIAL MAJOR IMPROVEMENTS

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

Appendix G-1
Major Improvement Area Assessment Roll - Initial Major Improvements

Parcel	**All Parcels**
Assessment	**$13,250,000**
Equivalent Units	**1,504.80**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
9/30/2022	$0	$629,375	$0	$0	($629,375)	$0
9/30/2023	$0	$629,375	$30,600	$66,250	($629,375)	$96,850
9/30/2024	$235,000	$629,375	$31,212	$66,250	$0	$961,837
9/30/2025	$250,000	$618,213	$31,836	$65,075	$0	$965,124
9/30/2026	$260,000	$606,338	$32,473	$63,825	$0	$962,635
9/30/2027	$270,000	$593,988	$33,122	$62,525	$0	$959,635
9/30/2028	$285,000	$581,163	$33,785	$61,175	$0	$961,122
9/30/2029	$300,000	$567,625	$34,461	$59,750	$0	$961,836
9/30/2030	$310,000	$553,375	$35,150	$58,250	$0	$956,775
9/30/2031	$325,000	$538,650	$35,853	$56,700	$0	$956,203
9/30/2032	$345,000	$523,213	$36,570	$55,075	$0	$959,857
9/30/2033	$360,000	$506,825	$37,301	$53,350	$0	$957,476
9/30/2034	$375,000	$489,725	$38,047	$51,550	$0	$954,322
9/30/2035	$395,000	$471,913	$38,808	$49,675	$0	$955,396
9/30/2036	$410,000	$453,150	$39,584	$47,700	$0	$950,434
9/30/2037	$430,000	$433,675	$40,376	$45,650	$0	$949,701
9/30/2038	$450,000	$413,250	$41,184	$43,500	$0	$947,934
9/30/2039	$475,000	$391,875	$42,007	$41,250	$0	$950,132
9/30/2040	$495,000	$369,313	$42,847	$38,875	$0	$946,035
9/30/2041	$520,000	$345,800	$43,704	$36,400	$0	$945,904
9/30/2042	$545,000	$321,100	$44,578	$33,800	$0	$944,478
9/30/2043	$570,000	$295,213	$45,470	$31,075	$0	$941,757
9/30/2044	$595,000	$268,138	$46,379	$28,225	$0	$937,742
9/30/2045	$625,000	$239,875	$47,307	$25,250	$0	$937,432
9/30/2046	$655,000	$210,188	$48,253	$22,125	$0	$935,566
9/30/2047	$685,000	$179,075	$49,218	$18,850	$0	$932,143
9/30/2048	$720,000	$146,538	$50,203	$15,425	$0	$932,165
9/30/2049	$750,000	$112,338	$51,207	$11,825	$0	$925,369
9/30/2050	$785,000	$76,713	$52,231	$8,075	$0	$922,018
9/30/2051	$830,000	$39,425	$53,275	$4,150	$0	$926,850
Total	**$13,250,000**	**$12,234,813**	**$1,187,042**	**$1,221,625**	**($1,258,750)**	**$26,634,730**

1 - The 9/30/XX dates represent the fiscal year end for the Bonds.

2 - The interest is calculated assuming a 4.75% interest rate on the Initial Major Improvement Area Bonds.

3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

Appendix G-2
Major Improvement Area - Initial Major Improvements Assessment Roll by Lot Type

Lot Type	**Lot Type 1 (74 Ft)**
Assessment	**$8,805**
Equivalent Unit	**1.00**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
9/30/2022	$0	$418	$0	$0	($418)	$0
9/30/2023	$0	$418	$20	$44	($418)	$64
9/30/2024	$156	$418	$21	$44	$0	$639
9/30/2025	$166	$411	$21	$43	$0	$641
9/30/2026	$173	$403	$22	$42	$0	$640
9/30/2027	$179	$395	$22	$42	$0	$638
9/30/2028	$189	$386	$22	$41	$0	$639
9/30/2029	$199	$377	$23	$40	$0	$639
9/30/2030	$206	$368	$23	$39	$0	$636
9/30/2031	$216	$358	$24	$38	$0	$635
9/30/2032	$229	$348	$24	$37	$0	$638
9/30/2033	$239	$337	$25	$35	$0	$636
9/30/2034	$249	$325	$25	$34	$0	$634
9/30/2035	$262	$314	$26	$33	$0	$635
9/30/2036	$272	$301	$26	$32	$0	$632
9/30/2037	$286	$288	$27	$30	$0	$631
9/30/2038	$299	$275	$27	$29	$0	$630
9/30/2039	$316	$260	$28	$27	$0	$631
9/30/2040	$329	$245	$28	$26	$0	$629
9/30/2041	$346	$230	$29	$24	$0	$629
9/30/2042	$362	$213	$30	$22	$0	$628
9/30/2043	$379	$196	$30	$21	$0	$626
9/30/2044	$395	$178	$31	$19	$0	$623
9/30/2045	$415	$159	$31	$17	$0	$623
9/30/2046	$435	$140	$32	$15	$0	$622
9/30/2047	$455	$119	$33	$13	$0	$619
9/30/2048	$478	$97	$33	$10	$0	$619
9/30/2049	$498	$75	$34	$8	$0	$615
9/30/2050	$522	$51	$35	$5	$0	$613
9/30/2051	$552	$26	$35	$3	$0	$616
Total	**$8,805**	**$8,131**	**$789**	**$812**	**($836)**	**$17,700**

1 - The 9/30/XX dates represent the fiscal year end for the Bonds.
2 - The interest is calculated assuming a 4.75% interest rate on the Initial Major Improvement Area Bonds.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

Appendix G-3
Major Improvement Area - Initial Major Improvements Assessment Roll by Lot Type

Lot Type	**Lot Type 2 (60 Ft)**
Assessment	**$7,749**
Equivalent Unit	**0.88**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
9/30/2022	$0	$368	$0	$0	($368)	$0
9/30/2023	$0	$368	$18	$39	($368)	$57
9/30/2024	$137	$368	$18	$39	$0	$562
9/30/2025	$146	$362	$19	$38	$0	$564
9/30/2026	$152	$355	$19	$37	$0	$563
9/30/2027	$158	$347	$19	$37	$0	$561
9/30/2028	$167	$340	$20	$36	$0	$562
9/30/2029	$175	$332	$20	$35	$0	$562
9/30/2030	$181	$324	$21	$34	$0	$560
9/30/2031	$190	$315	$21	$33	$0	$559
9/30/2032	$202	$306	$21	$32	$0	$561
9/30/2033	$211	$296	$22	$31	$0	$560
9/30/2034	$219	$286	$22	$30	$0	$558
9/30/2035	$231	$276	$23	$29	$0	$559
9/30/2036	$240	$265	$23	$28	$0	$556
9/30/2037	$251	$254	$24	$27	$0	$555
9/30/2038	$263	$242	$24	$25	$0	$554
9/30/2039	$278	$229	$25	$24	$0	$556
9/30/2040	$289	$216	$25	$23	$0	$553
9/30/2041	$304	$202	$26	$21	$0	$553
9/30/2042	$319	$188	$26	$20	$0	$552
9/30/2043	$333	$173	$27	$18	$0	$551
9/30/2044	$348	$157	$27	$17	$0	$548
9/30/2045	$365	$140	$28	$15	$0	$548
9/30/2046	$383	$123	$28	$13	$0	$547
9/30/2047	$401	$105	$29	$11	$0	$545
9/30/2048	$421	$86	$29	$9	$0	$545
9/30/2049	$439	$66	$30	$7	$0	$541
9/30/2050	$459	$45	$31	$5	$0	$539
9/30/2051	$485	$23	$31	$2	$0	$542
Total	**$7,749**	**$7,155**	**$694**	**$714**	**($736)**	**$15,576**

1 - The 9/30/XX dates represent the fiscal year end for the Bonds.
2 - The interest is calculated assuming a 4.75% interest rate on the Initial Major Improvement Area Bonds.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

Appendix G-4
Major Improvement Area - Initial Major Improvements Assessment Roll by Lot Type

Lot Type	**Lot Type 3 (50 Ft)**
Assessment	**$6,692**
Equivalent Unit	**0.76**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
9/30/2022	$0	$318	$0	$0	($318)	$0
9/30/2023	$0	$318	$15	$33	($318)	$49
9/30/2024	$119	$318	$16	$33	$0	$486
9/30/2025	$126	$312	$16	$33	$0	$487
9/30/2026	$131	$306	$16	$32	$0	$486
9/30/2027	$136	$300	$17	$32	$0	$485
9/30/2028	$144	$294	$17	$31	$0	$485
9/30/2029	$152	$287	$17	$30	$0	$486
9/30/2030	$157	$279	$18	$29	$0	$483
9/30/2031	$164	$272	$18	$29	$0	$483
9/30/2032	$174	$264	$18	$28	$0	$485
9/30/2033	$182	$256	$19	$27	$0	$484
9/30/2034	$189	$247	$19	$26	$0	$482
9/30/2035	$199	$238	$20	$25	$0	$483
9/30/2036	$207	$229	$20	$24	$0	$480
9/30/2037	$217	$219	$20	$23	$0	$480
9/30/2038	$227	$209	$21	$22	$0	$479
9/30/2039	$240	$198	$21	$21	$0	$480
9/30/2040	$250	$187	$22	$20	$0	$478
9/30/2041	$263	$175	$22	$18	$0	$478
9/30/2042	$275	$162	$23	$17	$0	$477
9/30/2043	$288	$149	$23	$16	$0	$476
9/30/2044	$301	$135	$23	$14	$0	$474
9/30/2045	$316	$121	$24	$13	$0	$473
9/30/2046	$331	$106	$24	$11	$0	$473
9/30/2047	$346	$90	$25	$10	$0	$471
9/30/2048	$364	$74	$25	$8	$0	$471
9/30/2049	$379	$57	$26	$6	$0	$467
9/30/2050	$396	$39	$26	$4	$0	$466
9/30/2051	$419	$20	$27	$2	$0	$468
Total	**$6,692**	**$6,179**	**$600**	**$617**	**($636)**	**$13,452**

1 - The 9/30/XX dates represent the fiscal year end for the Bonds.
2 - The interest is calculated assuming a 4.75% interest rate on the Initial Major Improvement Area Bonds.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

Appendix G-5
Major Improvement Area - Initial Major Improvements Assessment Roll by Lot Type

Lot Type	**Lot Type 4 (40 Ft)**
Assessment	**$5,988**
Equivalent Unit	**0.68**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
9/30/2022	$0	$284	$0	$0	($284)	$0
9/30/2023	$0	$284	$14	$30	($284)	$44
9/30/2024	$106	$284	$14	$30	$0	$435
9/30/2025	$113	$279	$14	$29	$0	$436
9/30/2026	$117	$274	$15	$29	$0	$435
9/30/2027	$122	$268	$15	$28	$0	$434
9/30/2028	$129	$263	$15	$28	$0	$434
9/30/2029	$136	$257	$16	$27	$0	$435
9/30/2030	$140	$250	$16	$26	$0	$432
9/30/2031	$147	$243	$16	$26	$0	$432
9/30/2032	$156	$236	$17	$25	$0	$434
9/30/2033	$163	$229	$17	$24	$0	$433
9/30/2034	$169	$221	$17	$23	$0	$431
9/30/2035	$178	$213	$18	$22	$0	$432
9/30/2036	$185	$205	$18	$22	$0	$429
9/30/2037	$194	$196	$18	$21	$0	$429
9/30/2038	$203	$187	$19	$20	$0	$428
9/30/2039	$215	$177	$19	$19	$0	$429
9/30/2040	$224	$167	$19	$18	$0	$428
9/30/2041	$235	$156	$20	$16	$0	$427
9/30/2042	$246	$145	$20	$15	$0	$427
9/30/2043	$258	$133	$21	$14	$0	$426
9/30/2044	$269	$121	$21	$13	$0	$424
9/30/2045	$282	$108	$21	$11	$0	$424
9/30/2046	$296	$95	$22	$10	$0	$423
9/30/2047	$310	$81	$22	$9	$0	$421
9/30/2048	$325	$66	$23	$7	$0	$421
9/30/2049	$339	$51	$23	$5	$0	$418
9/30/2050	$355	$35	$24	$4	$0	$417
9/30/2051	$375	$18	$24	$2	$0	$419
Total	**$5,988**	**$5,529**	**$536**	**$552**	**($569)**	**$12,036**

1 - The 9/30/XX dates represent the fiscal year end for the Bonds.
2 - The interest is calculated assuming a 4.75% interest rate on the Initial Major Improvement Area Bonds.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

APPENDIX H
MAJOR IMPROVEMENT AREA ASSESSMENT ROLL - ADDITIONAL MAJOR IMPROVEMENTS

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

Appendix H-1
Major Improvement Area Assessment Roll - Additional Major Improvements

Parcel	**All Parcels**
Assessment	**$12,780,092**
Equivalent Units	**1,504.80**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Total Annual Installment
9/30/2022	$0	$0	$0	$0
9/30/2023	$226,000	$575,104	$15,000	$816,104
9/30/2024	$236,000	$564,934	$15,300	$816,234
9/30/2025	$247,000	$554,314	$15,606	$816,920
9/30/2026	$257,000	$543,199	$15,918	$816,117
9/30/2027	$269,000	$531,634	$16,236	$816,871
9/30/2028	$281,000	$519,529	$16,561	$817,090
9/30/2029	$293,000	$506,884	$16,892	$816,777
9/30/2030	$306,000	$493,699	$17,230	$816,929
9/30/2031	$319,000	$479,929	$17,575	$816,504
9/30/2032	$333,000	$465,574	$17,926	$816,501
9/30/2033	$348,000	$450,589	$18,285	$816,874
9/30/2034	$363,000	$434,929	$18,651	$816,580
9/30/2035	$379,000	$418,594	$19,024	$816,618
9/30/2036	$396,000	$401,539	$19,404	$816,943
9/30/2037	$413,000	$383,719	$19,792	$816,511
9/30/2038	$432,000	$365,134	$20,188	$817,322
9/30/2039	$451,000	$345,694	$20,592	$817,286
9/30/2040	$470,000	$325,399	$21,004	$816,403
9/30/2041	$491,000	$304,249	$21,424	$816,673
9/30/2042	$513,000	$282,154	$21,852	$817,006
9/30/2043	$535,000	$259,069	$22,289	$816,358
9/30/2044	$559,000	$234,994	$22,735	$816,729
9/30/2045	$583,000	$209,839	$23,190	$816,029
9/30/2046	$609,000	$183,604	$23,653	$816,258
9/30/2047	$636,000	$156,199	$24,127	$816,326
9/30/2048	$664,000	$127,579	$24,609	$816,188
9/30/2049	$693,000	$97,699	$25,101	$815,800
9/30/2050	$723,000	$66,514	$25,603	$815,117
9/30/2051	$755,092	$33,979	$26,115	$815,186
Total	**$12,780,092**	**$10,316,280**	**$581,884**	**$23,678,255**

1 - The 9/30/XX dates represent the fiscal year end.
2 - The interest is calculated assuming a 4.50% interest rate on the obligation related to the Major Improvement Area's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

Appendix H-2
Major Improvement Area - Additional Major Improvements Assessment Roll by Lot Type

Lot Type	**Lot Type 1 (74 Ft)**
Assessment	**$8,493**
Equivalent Unit	**1.00**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Total Annual Installment
9/30/2022	$0	$0	$0	$0
9/30/2023	$150	$382	$10	$542
9/30/2024	$157	$375	$10	$542
9/30/2025	$164	$368	$10	$543
9/30/2026	$171	$361	$11	$542
9/30/2027	$179	$353	$11	$543
9/30/2028	$187	$345	$11	$543
9/30/2029	$195	$337	$11	$543
9/30/2030	$203	$328	$11	$543
9/30/2031	$212	$319	$12	$543
9/30/2032	$221	$309	$12	$543
9/30/2033	$231	$299	$12	$543
9/30/2034	$241	$289	$12	$543
9/30/2035	$252	$278	$13	$543
9/30/2036	$263	$267	$13	$543
9/30/2037	$274	$255	$13	$543
9/30/2038	$287	$243	$13	$543
9/30/2039	$300	$230	$14	$543
9/30/2040	$312	$216	$14	$543
9/30/2041	$326	$202	$14	$543
9/30/2042	$341	$188	$15	$543
9/30/2043	$356	$172	$15	$543
9/30/2044	$371	$156	$15	$543
9/30/2045	$387	$139	$15	$542
9/30/2046	$405	$122	$16	$542
9/30/2047	$423	$104	$16	$542
9/30/2048	$441	$85	$16	$542
9/30/2049	$461	$65	$17	$542
9/30/2050	$480	$44	$17	$542
9/30/2051	$502	$23	$17	$542
Total	**$8,493**	**$6,856**	**$387**	**$15,735**

1 - The 9/30/XX dates represent the fiscal year end.
2 - The interest is calculated assuming a 4.50% interest rate on the obligation related to the Major Improvement Area's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

Appendix H-3
Major Improvement Area - Additional Major Improvements Assessment Roll by Lot Type

Lot Type	**Lot Type 2 (60 Ft)**
Assessment	**$7,474**
Equivalent Unit	**0.88**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Total Annual Installment
9/30/2022	$0	$0	$0	$0
9/30/2023	$132	$336	$9	$477
9/30/2024	$138	$330	$9	$477
9/30/2025	$144	$324	$9	$478
9/30/2026	$150	$318	$9	$477
9/30/2027	$157	$311	$9	$478
9/30/2028	$164	$304	$10	$478
9/30/2029	$171	$296	$10	$478
9/30/2030	$179	$289	$10	$478
9/30/2031	$187	$281	$10	$477
9/30/2032	$195	$272	$10	$477
9/30/2033	$204	$264	$11	$478
9/30/2034	$212	$254	$11	$478
9/30/2035	$222	$245	$11	$478
9/30/2036	$232	$235	$11	$478
9/30/2037	$242	$224	$12	$477
9/30/2038	$253	$214	$12	$478
9/30/2039	$264	$202	$12	$478
9/30/2040	$275	$190	$12	$477
9/30/2041	$287	$178	$13	$478
9/30/2042	$300	$165	$13	$478
9/30/2043	$313	$152	$13	$477
9/30/2044	$327	$137	$13	$478
9/30/2045	$341	$123	$14	$477
9/30/2046	$356	$107	$14	$477
9/30/2047	$372	$91	$14	$477
9/30/2048	$388	$75	$14	$477
9/30/2049	$405	$57	$15	$477
9/30/2050	$423	$39	$15	$477
9/30/2051	$442	$20	$15	$477
Total	**$7,474**	**$6,033**	**$340**	**$13,847**

1 - The 9/30/XX dates represent the fiscal year end.
2 - The interest is calculated assuming a 4.50% interest rate on the obligation related to the Major Improvement Area's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

Appendix H-4
Major Improvement Area - Additional Major Improvements Assessment Roll by Lot Type

Lot Type	**Lot Type 3 (50 Ft)**
Assessment	**$6,455**
Equivalent Unit	**0.76**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Total Annual Installment
9/30/2022	$0	$0	$0	$0
9/30/2023	$114	$290	$8	$412
9/30/2024	$119	$285	$8	$412
9/30/2025	$125	$280	$8	$413
9/30/2026	$130	$274	$8	$412
9/30/2027	$136	$269	$8	$413
9/30/2028	$142	$262	$8	$413
9/30/2029	$148	$256	$9	$413
9/30/2030	$155	$249	$9	$413
9/30/2031	$161	$242	$9	$412
9/30/2032	$168	$235	$9	$412
9/30/2033	$176	$228	$9	$413
9/30/2034	$183	$220	$9	$412
9/30/2035	$191	$211	$10	$412
9/30/2036	$200	$203	$10	$413
9/30/2037	$209	$194	$10	$412
9/30/2038	$218	$184	$10	$413
9/30/2039	$228	$175	$10	$413
9/30/2040	$237	$164	$11	$412
9/30/2041	$248	$154	$11	$412
9/30/2042	$259	$143	$11	$413
9/30/2043	$270	$131	$11	$412
9/30/2044	$282	$119	$11	$412
9/30/2045	$294	$106	$12	$412
9/30/2046	$308	$93	$12	$412
9/30/2047	$321	$79	$12	$412
9/30/2048	$335	$64	$12	$412
9/30/2049	$350	$49	$13	$412
9/30/2050	$365	$34	$13	$412
9/30/2051	$381	$17	$13	$412
Total	**$6,455**	**$5,210**	**$294**	**$11,959**

1 - The 9/30/XX dates represent the fiscal year end.
2 - The interest is calculated assuming a 4.50% interest rate on the obligation related to the Major Improvement Area's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

Appendix H-5
Major Improvement Area - Additional Major Improvements Assessment Roll by Lot Type

Lot Type	**Lot Type 4 (40 Ft)**
Assessment	**$5,775**
Equivalent Unit	**0.68**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Total Annual Installment
9/30/2022	$0	$0	$0	$0
9/30/2023	$102	$260	$7	$369
9/30/2024	$107	$255	$7	$369
9/30/2025	$112	$250	$7	$369
9/30/2026	$116	$245	$7	$369
9/30/2027	$122	$240	$7	$369
9/30/2028	$127	$235	$7	$369
9/30/2029	$132	$229	$8	$369
9/30/2030	$138	$223	$8	$369
9/30/2031	$144	$217	$8	$369
9/30/2032	$150	$210	$8	$369
9/30/2033	$157	$204	$8	$369
9/30/2034	$164	$197	$8	$369
9/30/2035	$171	$189	$9	$369
9/30/2036	$179	$181	$9	$369
9/30/2037	$187	$173	$9	$369
9/30/2038	$195	$165	$9	$369
9/30/2039	$204	$156	$9	$369
9/30/2040	$212	$147	$9	$369
9/30/2041	$222	$137	$10	$369
9/30/2042	$232	$128	$10	$369
9/30/2043	$242	$117	$10	$369
9/30/2044	$253	$106	$10	$369
9/30/2045	$263	$95	$10	$369
9/30/2046	$275	$83	$11	$369
9/30/2047	$287	$71	$11	$369
9/30/2048	$300	$58	$11	$369
9/30/2049	$313	$44	$11	$369
9/30/2050	$327	$30	$12	$368
9/30/2051	$341	$15	$12	$368
Total	**$5,775**	**$4,662**	**$263**	**$10,700**

1 - The 9/30/XX dates represent the fiscal year end.
2 - The interest is calculated assuming a 4.50% interest rate on the obligation related to the Major Improvement Area's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

APPENDIX I
PHASE #1 ASSESSMENT ROLL - PHASE #1 IMPROVEMENTS AND INITIAL MAJOR IMPROVEMENTS

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

Appendix I-1
Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements

Parcel	**All Parcels**
Equivalent Units	**$12,231,659**
Assessment	**274.00**

Year[1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
9/30/2022	$249,044	$0	$0	$0	($249,044)	$0
9/30/2023	$350,218	$203,320	$30,600	$36,865	($350,218)	$270,785
9/30/2024	$478,218	$316,640	$31,212	$36,865	$0	$862,934
9/30/2025	$479,138	$317,525	$31,836	$36,225	$0	$864,723
9/30/2026	$478,725	$319,410	$32,473	$35,550	$0	$866,158
9/30/2027	$479,028	$321,205	$33,122	$34,845	$0	$868,200
9/30/2028	$478,998	$323,000	$33,785	$34,105	$0	$869,887
9/30/2029	$479,635	$324,727	$34,461	$33,330	$0	$872,153
9/30/2030	$479,893	$326,455	$35,150	$32,515	$0	$874,012
9/30/2031	$479,770	$329,092	$35,853	$31,660	$0	$876,375
9/30/2032	$480,268	$331,730	$36,570	$30,765	$0	$879,332
9/30/2033	$480,338	$334,277	$37,301	$29,825	$0	$881,741
9/30/2034	$479,980	$336,825	$38,047	$28,840	$0	$883,692
9/30/2035	$480,195	$339,282	$38,808	$27,810	$0	$886,095
9/30/2036	$480,935	$342,740	$39,584	$26,730	$0	$889,989
9/30/2037	$481,153	$346,107	$40,376	$25,595	$0	$893,231
9/30/2038	$481,848	$349,475	$41,184	$24,405	$0	$896,911
9/30/2039	$481,973	$353,752	$42,007	$23,155	$0	$900,887
9/30/2040	$482,528	$358,030	$42,847	$21,845	$0	$905,250
9/30/2041	$483,465	$362,195	$43,704	$20,470	$0	$909,834
9/30/2042	$483,738	$366,360	$44,578	$19,025	$0	$913,701
9/30/2043	$484,345	$371,412	$45,470	$17,510	$0	$918,737
9/30/2044	$485,240	$376,465	$46,379	$15,920	$0	$924,004
9/30/2045	$485,375	$381,405	$47,307	$14,250	$0	$928,337
9/30/2046	$486,750	$387,345	$48,253	$12,500	$0	$934,848
9/30/2047	$487,270	$393,172	$49,218	$10,660	$0	$940,320
9/30/2048	$487,935	$400,000	$50,203	$8,730	$0	$946,867
9/30/2049	$488,698	$406,715	$51,207	$6,705	$0	$953,324
9/30/2050	$490,510	$413,430	$52,231	$4,580	$0	$960,750
9/30/2051	$491,278	$421,669	$53,275	$2,345	$0	$968,567
Total	**$14,116,482**	**$10,153,755**	**$1,187,042**	**$683,625**	**($599,262)**	**$25,541,642**

1 - The 9/30/XX dates represent the fiscal year end for the Bonds.
2 - The interest is calculated assuming a 4.75% interest rate on the Phase #1 Bonds.
3 - The interest is calculated assuming a 4.50% interest rate on the obligation related to the Phase #1 under the Reimbursement Agreement.
4 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

Appendix I-2
Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements by Lot Type

Lot Type	**Lot Type 2 (60 Ft)**
Assessment	**$39,284**
Equivalent Unit	**0.88**

Year[1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
9/30/2022	$800	$0	$0	$0	($800)	$0
9/30/2023	$1,125	$653	$98	$118	($1,125)	$870
9/30/2024	$1,536	$1,017	$100	$118	$0	$2,771
9/30/2025	$1,539	$1,020	$102	$116	$0	$2,777
9/30/2026	$1,538	$1,026	$104	$114	$0	$2,782
9/30/2027	$1,538	$1,032	$106	$112	$0	$2,788
9/30/2028	$1,538	$1,037	$109	$110	$0	$2,794
9/30/2029	$1,540	$1,043	$111	$107	$0	$2,801
9/30/2030	$1,541	$1,048	$113	$104	$0	$2,807
9/30/2031	$1,541	$1,057	$115	$102	$0	$2,815
9/30/2032	$1,542	$1,065	$117	$99	$0	$2,824
9/30/2033	$1,543	$1,074	$120	$96	$0	$2,832
9/30/2034	$1,542	$1,082	$122	$93	$0	$2,838
9/30/2035	$1,542	$1,090	$125	$89	$0	$2,846
9/30/2036	$1,545	$1,101	$127	$86	$0	$2,858
9/30/2037	$1,545	$1,112	$130	$82	$0	$2,869
9/30/2038	$1,548	$1,122	$132	$78	$0	$2,881
9/30/2039	$1,548	$1,136	$135	$74	$0	$2,893
9/30/2040	$1,550	$1,150	$138	$70	$0	$2,907
9/30/2041	$1,553	$1,163	$140	$66	$0	$2,922
9/30/2042	$1,554	$1,177	$143	$61	$0	$2,935
9/30/2043	$1,556	$1,193	$146	$56	$0	$2,951
9/30/2044	$1,558	$1,209	$149	$51	$0	$2,968
9/30/2045	$1,559	$1,225	$152	$46	$0	$2,982
9/30/2046	$1,563	$1,244	$155	$40	$0	$3,002
9/30/2047	$1,565	$1,263	$158	$34	$0	$3,020
9/30/2048	$1,567	$1,285	$161	$28	$0	$3,041
9/30/2049	$1,570	$1,306	$164	$22	$0	$3,062
9/30/2050	$1,575	$1,328	$168	$15	$0	$3,086
9/30/2051	$1,578	$1,354	$171	$8	$0	$3,111
Total	**$45,338**	**$32,611**	**$3,812**	**$2,196**	**($1,925)**	**$82,032**

1 - The 9/30/XX dates represent the fiscal year end for the Bonds.
2 - The interest is calculated assuming a 4.75% interest rate on the Phase #1 Bonds.
3 - The interest is calculated assuming a 4.50% interest rate on the obligation related to the Phase #1 under the Reimbursement Agreement.
4 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

Appendix I-3
Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements by Lot Type

Lot Type	**Lot Type 3 (50 Ft)**
Assessment	**$33,927**
Equivalent Unit	**0.76**

Year[1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
9/30/2022	$691	$0	$0	$0	($691)	$0
9/30/2023	$971	$564	$85	$102	($971)	$751
9/30/2024	$1,326	$878	$87	$102	$0	$2,394
9/30/2025	$1,329	$881	$88	$100	$0	$2,399
9/30/2026	$1,328	$886	$90	$99	$0	$2,402
9/30/2027	$1,329	$891	$92	$97	$0	$2,408
9/30/2028	$1,329	$896	$94	$95	$0	$2,413
9/30/2029	$1,330	$901	$96	$92	$0	$2,419
9/30/2030	$1,331	$905	$97	$90	$0	$2,424
9/30/2031	$1,331	$913	$99	$88	$0	$2,431
9/30/2032	$1,332	$920	$101	$85	$0	$2,439
9/30/2033	$1,332	$927	$103	$83	$0	$2,446
9/30/2034	$1,331	$934	$106	$80	$0	$2,451
9/30/2035	$1,332	$941	$108	$77	$0	$2,458
9/30/2036	$1,334	$951	$110	$74	$0	$2,469
9/30/2037	$1,335	$960	$112	$71	$0	$2,478
9/30/2038	$1,337	$969	$114	$68	$0	$2,488
9/30/2039	$1,337	$981	$117	$64	$0	$2,499
9/30/2040	$1,338	$993	$119	$61	$0	$2,511
9/30/2041	$1,341	$1,005	$121	$57	$0	$2,524
9/30/2042	$1,342	$1,016	$124	$53	$0	$2,534
9/30/2043	$1,343	$1,030	$126	$49	$0	$2,548
9/30/2044	$1,346	$1,044	$129	$44	$0	$2,563
9/30/2045	$1,346	$1,058	$131	$40	$0	$2,575
9/30/2046	$1,350	$1,074	$134	$35	$0	$2,593
9/30/2047	$1,352	$1,091	$137	$30	$0	$2,608
9/30/2048	$1,353	$1,109	$139	$24	$0	$2,626
9/30/2049	$1,356	$1,128	$142	$19	$0	$2,644
9/30/2050	$1,361	$1,147	$145	$13	$0	$2,665
9/30/2051	$1,363	$1,170	$148	$7	$0	$2,687
Total	**$39,155**	**$28,164**	**$3,293**	**$1,896**	**($1,662)**	**$70,845**

1 - The 9/30/XX dates represent the fiscal year end for the Bonds.
2 - The interest is calculated assuming a 4.75% interest rate on the Phase #1 Bonds.
3 - The interest is calculated assuming a 4.50% interest rate on the obligation related to the Phase #1 under the Reimbursement Agreement.
4 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

Appendix I-4
Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements by Lot Type

Lot Type	**Lot Type 4 (40 Ft)**
Assessment	**$30,356**
Equivalent Unit	**0.68**

Year[1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
9/30/2022	$618	$0	$0	$0	($618)	$0
9/30/2023	$869	$505	$76	$91	($869)	$672
9/30/2024	$1,187	$786	$77	$91	$0	$2,142
9/30/2025	$1,189	$788	$79	$90	$0	$2,146
9/30/2026	$1,188	$793	$81	$88	$0	$2,150
9/30/2027	$1,189	$797	$82	$86	$0	$2,155
9/30/2028	$1,189	$802	$84	$85	$0	$2,159
9/30/2029	$1,190	$806	$86	$83	$0	$2,164
9/30/2030	$1,191	$810	$87	$81	$0	$2,169
9/30/2031	$1,191	$817	$89	$79	$0	$2,175
9/30/2032	$1,192	$823	$91	$76	$0	$2,182
9/30/2033	$1,192	$830	$93	$74	$0	$2,188
9/30/2034	$1,191	$836	$94	$72	$0	$2,193
9/30/2035	$1,192	$842	$96	$69	$0	$2,199
9/30/2036	$1,194	$851	$98	$66	$0	$2,209
9/30/2037	$1,194	$859	$100	$64	$0	$2,217
9/30/2038	$1,196	$867	$102	$61	$0	$2,226
9/30/2039	$1,196	$878	$104	$57	$0	$2,236
9/30/2040	$1,198	$889	$106	$54	$0	$2,247
9/30/2041	$1,200	$899	$108	$51	$0	$2,258
9/30/2042	$1,201	$909	$111	$47	$0	$2,268
9/30/2043	$1,202	$922	$113	$43	$0	$2,280
9/30/2044	$1,204	$934	$115	$40	$0	$2,293
9/30/2045	$1,205	$947	$117	$35	$0	$2,304
9/30/2046	$1,208	$961	$120	$31	$0	$2,320
9/30/2047	$1,209	$976	$122	$26	$0	$2,334
9/30/2048	$1,211	$993	$125	$22	$0	$2,350
9/30/2049	$1,213	$1,009	$127	$17	$0	$2,366
9/30/2050	$1,217	$1,026	$130	$11	$0	$2,384
9/30/2051	$1,219	$1,046	$132	$6	$0	$2,404
Total	**$35,034**	**$25,199**	**$2,946**	**$1,697**	**($1,487)**	**$63,388**

1 - The 9/30/XX dates represent the fiscal year end for the Bonds.
2 - The interest is calculated assuming a 4.75% interest rate on the Phase #1 Bonds.
3 - The interest is calculated assuming a 4.50% interest rate on the obligation related to the Phase #1 under the Reimbursement Agreement.
4 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

APPENDIX J
PHASE #1 ASSESSMENT ROLL - ADDITIONAL MAJOR IMPROVEMENTS

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

Appendix J-1
Phase #1 Assessment Roll - Additional Major Improvements

Parcel	**All Parcels**
Assessment	**$2,327,050**
Equivalent Units	**274.00**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Total Annual Installment
9/30/2022	$0	$0	$0	$0
9/30/2023	$45,000	$104,717	$15,000	$164,717
9/30/2024	$47,000	$102,692	$15,300	$164,992
9/30/2025	$49,000	$100,577	$15,606	$165,183
9/30/2026	$50,000	$98,372	$15,918	$164,290
9/30/2027	$52,000	$96,122	$16,236	$164,359
9/30/2028	$54,000	$93,782	$16,561	$164,343
9/30/2029	$56,000	$91,352	$16,892	$164,245
9/30/2030	$58,000	$88,832	$17,230	$164,063
9/30/2031	$60,000	$86,222	$17,575	$163,797
9/30/2032	$63,000	$83,522	$17,926	$164,449
9/30/2033	$65,000	$80,687	$18,285	$163,972
9/30/2034	$68,000	$77,762	$18,651	$164,413
9/30/2035	$70,000	$74,702	$19,024	$163,726
9/30/2036	$73,000	$71,552	$19,404	$163,956
9/30/2037	$76,000	$68,267	$19,792	$164,059
9/30/2038	$79,000	$64,847	$20,188	$164,035
9/30/2039	$82,000	$61,292	$20,592	$163,884
9/30/2040	$85,000	$57,602	$21,004	$163,606
9/30/2041	$88,000	$53,777	$21,424	$163,201
9/30/2042	$92,000	$49,817	$21,852	$163,669
9/30/2043	$96,000	$45,677	$22,289	$163,966
9/30/2044	$100,000	$41,357	$22,735	$164,092
9/30/2045	$104,000	$36,857	$23,190	$164,047
9/30/2046	$108,000	$32,177	$23,653	$163,831
9/30/2047	$112,000	$27,317	$24,127	$163,444
9/30/2048	$117,000	$22,277	$24,609	$163,886
9/30/2049	$122,000	$17,012	$25,101	$164,114
9/30/2050	$127,000	$11,522	$25,603	$164,126
9/30/2051	$129,050	$5,807	$26,115	$160,973
Total	**$2,327,050**	**$1,846,506**	**$581,884**	**$4,755,439**

1 - The 9/30/XX dates represent the fiscal year end.
2 - The interest is calculated assuming a 4.50% interest rate on the obligation related to Phase #1s pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

Appendix J-2
Phase #1 Assessment Roll - Additional Major Improvements by Lot Type

Lot Type	**Lot Type 2 (60 Ft)**
Assessment	**$7,474**
Equivalent Unit	**0.88**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Total Annual Installment
9/30/2022	$0	$0	$0	$0
9/30/2023	$145	$336	$48	$529
9/30/2024	$151	$330	$49	$530
9/30/2025	$157	$323	$50	$531
9/30/2026	$161	$316	$51	$528
9/30/2027	$167	$309	$52	$528
9/30/2028	$173	$301	$53	$528
9/30/2029	$180	$293	$54	$528
9/30/2030	$186	$285	$55	$527
9/30/2031	$193	$277	$56	$526
9/30/2032	$202	$268	$58	$528
9/30/2033	$209	$259	$59	$527
9/30/2034	$218	$250	$60	$528
9/30/2035	$225	$240	$61	$526
9/30/2036	$234	$230	$62	$527
9/30/2037	$244	$219	$64	$527
9/30/2038	$254	$208	$65	$527
9/30/2039	$263	$197	$66	$526
9/30/2040	$273	$185	$67	$525
9/30/2041	$283	$173	$69	$524
9/30/2042	$295	$160	$70	$526
9/30/2043	$308	$147	$72	$527
9/30/2044	$321	$133	$73	$527
9/30/2045	$334	$118	$74	$527
9/30/2046	$347	$103	$76	$526
9/30/2047	$360	$88	$77	$525
9/30/2048	$376	$72	$79	$526
9/30/2049	$392	$55	$81	$527
9/30/2050	$408	$37	$82	$527
9/30/2051	$414	$19	$84	$517
Total	**$7,474**	**$5,930**	**$1,869**	**$15,273**

1 - The 9/30/XX dates represent the fiscal year end.
2 - The interest is calculated assuming a 4.50% interest rate on the obligation related to Phase #1s pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

Appendix J-3
Phase #1 Assessment Roll - Additional Major Improvements by Lot Type

Lot Type	**Lot Type 3 (50 Ft)**
Assessment	**$6,455**
Equivalent Unit	**0.76**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Total Annual Installment
9/30/2022	$0	$0	$0	$0
9/30/2023	$125	$290	$42	$457
9/30/2024	$130	$285	$42	$458
9/30/2025	$136	$279	$43	$458
9/30/2026	$139	$273	$44	$456
9/30/2027	$144	$267	$45	$456
9/30/2028	$150	$260	$46	$456
9/30/2029	$155	$253	$47	$456
9/30/2030	$161	$246	$48	$455
9/30/2031	$166	$239	$49	$454
9/30/2032	$175	$232	$50	$456
9/30/2033	$180	$224	$51	$455
9/30/2034	$189	$216	$52	$456
9/30/2035	$194	$207	$53	$454
9/30/2036	$202	$198	$54	$455
9/30/2037	$211	$189	$55	$455
9/30/2038	$219	$180	$56	$455
9/30/2039	$227	$170	$57	$455
9/30/2040	$236	$160	$58	$454
9/30/2041	$244	$149	$59	$453
9/30/2042	$255	$138	$61	$454
9/30/2043	$266	$127	$62	$455
9/30/2044	$277	$115	$63	$455
9/30/2045	$288	$102	$64	$455
9/30/2046	$300	$89	$66	$454
9/30/2047	$311	$76	$67	$453
9/30/2048	$325	$62	$68	$455
9/30/2049	$338	$47	$70	$455
9/30/2050	$352	$32	$71	$455
9/30/2051	$358	$16	$72	$446
Total	**$6,455**	**$5,122**	**$1,614**	**$13,190**

1 - The 9/30/XX dates represent the fiscal year end.
2 - The interest is calculated assuming a 4.50% interest rate on the obligation related to Phase #1s pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

Appendix J-4
Phase #1 Assessment Roll - Additional Major Improvements by Lot Type

Lot Type	Lot Type 4 (40 Ft)
Assessment	$5,775
Equivalent Unit	0.68

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Total Annual Installment
9/30/2022	$0	$0	$0	$0
9/30/2023	$112	$260	$37	$409
9/30/2024	$117	$255	$38	$409
9/30/2025	$122	$250	$39	$410
9/30/2026	$124	$244	$40	$408
9/30/2027	$129	$239	$40	$408
9/30/2028	$134	$233	$41	$408
9/30/2029	$139	$227	$42	$408
9/30/2030	$144	$220	$43	$407
9/30/2031	$149	$214	$44	$407
9/30/2032	$156	$207	$44	$408
9/30/2033	$161	$200	$45	$407
9/30/2034	$169	$193	$46	$408
9/30/2035	$174	$185	$47	$406
9/30/2036	$181	$178	$48	$407
9/30/2037	$189	$169	$49	$407
9/30/2038	$196	$161	$50	$407
9/30/2039	$204	$152	$51	$407
9/30/2040	$211	$143	$52	$406
9/30/2041	$218	$133	$53	$405
9/30/2042	$228	$124	$54	$406
9/30/2043	$238	$113	$55	$407
9/30/2044	$248	$103	$56	$407
9/30/2045	$258	$91	$58	$407
9/30/2046	$268	$80	$59	$407
9/30/2047	$278	$68	$60	$406
9/30/2048	$290	$55	$61	$407
9/30/2049	$303	$42	$62	$407
9/30/2050	$315	$29	$64	$407
9/30/2051	$320	$14	$65	$399
Total	**$5,775**	**$4,583**	**$1,444**	**$11,802**

1 - The 9/30/XX dates represent the fiscal year end.
2 - The interest is calculated assuming a 4.50% interest rate on the obligation related to Phase #1s pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 SAP – Levy Ordinance)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Bella Lopez, Senior Planner
CC: Jason Laumer, City Manager
Date: November 9, 2021
Re: Parks at Wilson Creek PID Phase #1 Additional MI SAP - Levy Ordinance

---

Action Requested:
Conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final The Parks at Wilson Creek Public Improvement District Service and Assessment Plan, including the Phase #1 Assessment Roll – Additional Major Improvements; making a finding of special benefit to property within Phase #1 of The Parks at Wilson Creek Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against the Phase #1 assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance) (Lopez)

Background Information:
Please refer to the attached ordinance and the associated SAP Levy item for further information.

Legal Review:
This item has been reviewed by the City Attorney.

Supporting Documents:
- Draft Ordinance

Staff Recommendation:
Staff recommends approval.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS ACCEPTING AND APPROVING A SERVICE AND ASSESSMENT PLAN AND PHASE #1 ASSESSMENT ROLL – ADDITIONAL MAJOR IMPROVEMENTS FOR THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN PHASE #1 OF THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN PHASE #1 OF THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a petition was submitted and filed with the City Secretary (the "City Secretary") of the City of Celina, Texas (the "City") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"), requesting the creation of a public improvement district located within the corporate limits of the City; and

WHEREAS, the petition contained the signature of the owner of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Collin Central Appraisal District, and the signature of the record owner of 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 August 10, 2021, 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. 2021-58R (the "Authorization Resolution") adopted by a majority of the members of the City Council, authorized and created The Parks at Wilson Creek 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 12, 2021, the City Council adopted a resolution approving a preliminary service and assessment plan, including a proposed "Phase #1 Assessment Roll – Additional Major Improvements" (as defined in the Service and Assessment Plan); calling for a public hearing to consider an ordinance levying assessments on property within Phase #1 of the

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

District (the "Assessments"); authorizing and directing the City Secretary of the City to file the proposed Phase #1 Assessment Roll – Additional Major Improvements and make such assessment roll available for public inspection; authorizing and directing the publication of notice of a public hearing to consider the levying of the Assessments against the property within the 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 13, 2021, the City Secretary filed the proposed Phase #1 Assessment Roll – Additional Major Improvements 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 18, 2021 in the *Celina Record*, a newspaper of general circulation in the City; and

WHEREAS, the City Secretary, pursuant to Section 372.016(c) of the PID Act, mailed the notice of the Levy and Assessment Hearing to the last known addresses of the owners of the property liable for the Assessments; and

WHEREAS, the City Council opened and convened the Levy and Assessment Hearing on November 9, 2021, and at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Phase #1 Assessment Roll – Additional Major Improvements, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the Actual Costs of the portion of the Additional Major Improvements (as defined in the Service and Assessment Plan) allocated to Phase #1 to be undertaken for the benefit of the Phase #1 Assessed Property (the "Phase #1 Additional Major Improvements"), the purposes of the Assessments, the special benefits of the Phase #1 Additional Major Improvements, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council finds and determines that the Phase #1 Assessment Roll – Additional Major Improvements and The Parks at Wilson Creek Public Improvement District Service and Assessment Plan, dated November 9, 2021, in a form substantially similar to the attached ***Exhibit A,*** (the "Service and Assessment Plan"), and which is incorporated herein for all purposes, should be approved and that the Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan and the Phase #1 Assessment Roll – Additional Major Improvements attached thereto as Appendix J; and

WHEREAS, the City Council further finds that there were no objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of the Actual Costs of the Phase #1 Additional Major Improvements (as described in the Service and Assessment Plan), the Phase #1 Assessment Roll – Additional Major Improvements, or the levy of the Assessments against the Phase #1 Assessed Property; and

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

WHEREAS, the owners (the "Landowners"), or their representatives, of the majority of the privately-owned and taxable property located within Phase #1 of the District, who are the persons to be assessed pursuant to this Ordinance, have indicated their approval and acceptance of the Service and Assessment Plan, approval of the Phase #1 Assessment Roll – Additional Major Improvements, approval of this Ordinance, and approval of the levy of the Assessments against their property located within Phase #1 of the District; and

WHEREAS, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the PID Act.

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

Section 1. **Terms**.

Terms not otherwise defined herein are defined in the Service and Assessment Plan.

Section 2. **Findings**.

The findings and determinations set forth in the preambles hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section. The City Council hereby finds, determines, and ordains, as follows:

(a) The apportionment of the Actual Costs of the Phase #1 Additional Major Improvements (as reflected in the Service and Assessment Plan), and the Administrative Expenses (as defined in and as described by the Service and Assessment Plan) is fair and reasonable, reflects an accurate presentation of the special benefit each assessed parcel of the Phase #1 Assessed Property will receive from the construction of the Phase #1 Additional Major Improvements identified in the Service and Assessment Plan, and is hereby approved;

(b) The Service and Assessment Plan (i) covers a period of at least five years, (ii) defines the annual indebtedness and projected costs for the Phase #1 Additional Major Improvements, and (iii) includes a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended;

(c) The Service and Assessment Plan apportions the Actual Costs of the Phase #1 Additional Major Improvements to be assessed against the Phase #1 Assessed Property as Assessments and such apportionment is made on the basis of special benefits accruing to the property because of the Phase #1 Additional Major Improvements;

(d) All of the Phase #1 Assessed Property of the District which is being assessed in the amounts shown in the Phase #1 Assessment Roll – Additional Major

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

Improvements will be benefited by the Phase #1 Additional Major Improvements proposed to be constructed as described in the Service and Assessment Plan, and each parcel of Phase #1 Assessed Property will receive special benefits during the term of the Assessments equal to or greater than the total amount assessed;

(e) The method of apportionment of the Actual Costs of the Phase #1 Additional Major Improvements and Administrative Expenses set forth in the Service and Assessment Plan results in imposing equal shares of the Actual Costs of the Phase #1 Additional Major 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 Phase #1 Assessment Roll – Additional Major Improvements should be approved as the Phase #1 Assessment Roll – Additional Major Improvements for the Phase #1 Assessed Property within the District;

(h) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Assessments, interest on Annual Installments, interest and penalties on delinquent Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of the Assessments should be approved and will expedite collection of the Assessments in a timely manner in order to provide the services and improvements needed and required for Phase #1 of the District; and

(i) A written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered, and formally acted upon.

Section 3. Service and Assessment Plan.

The Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the PID Act as the service plan and the assessment plan for the District.

Section 4. Phase #1 Assessment Roll – Additional Major Improvements.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

The Phase #1 Assessment Roll – Additional Major Improvements is hereby accepted and approved pursuant to Section 372.016 of the PID Act as the Phase #1 Assessment Roll – Additional Major Improvements of the District.

Section 5. Levy and Payment of Assessments for Actual Costs of the Phase #1 Additional Major Improvements.

(a) The City Council hereby levies an assessment on each parcel of Phase #1 Assessed Property (excluding Non-Benefitted Property, as defined in the Service and Assessment Plan), as shown and described in the Service and Assessment Plan and the Phase #1 Assessment Roll – Additional Major Improvements, in the respective amounts shown on the Phase #1 Assessment Roll – Additional Major Improvements, as a special assessment on the properties set forth in the Phase #1 Assessment Roll – Additional Major Improvements.

(b) The levy of the Assessments shall be effective on the date of execution of this Ordinance levying the Assessments and strictly in accordance with the terms of the Service and Assessment Plan and the PID Act.

(c) The collection of the Assessments shall be as described in the Service and Assessment Plan and the PID Act.

(d) Each Assessment may be paid in a lump sum at any time or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.

(f) Each Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.

(g) The Administrative Expenses for the Phase #1 Assessed Property shall be calculated and collected pursuant to the terms of the Service and Assessment Plan.

Section 6. Method of Assessment.

The method of apportioning the Actual Costs of the Phase #1 Additional Major Improvements and Administrative Expenses are set forth in the Service and Assessment Plan.

Section 7. Penalties and Interest on Delinquent Assessments.

Delinquent Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Service and Assessment Plan and as allowed by law.

Section 8. Prepayments of Assessments.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

As provided in Section VI of the Service and Assessment Plan, the owner of any Phase #1 Assessed Property subject to an Assessment may prepay the Assessments levied by this Ordinance.

Section 9. **Lien Priority**.

The City Council and the Landowners intend for the obligations, covenants and burdens on the Landowners of each parcel of Phase #1 Assessed Property, including without limitation such Landowners' obligations related to payment of the Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Assessments and the Annual Installments thereof which are levied hereby shall be binding upon the Landowners, as the owners of each parcel of Phase #1 Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. The Assessments shall have lien priority as specified in the Service and Assessment Plan and the PID Act.

Section 10. **Appointment of Administrator and Collector of Assessments**.

(a) Appointment of Administrator.

MuniCap, Inc., is hereby appointed and designated to initially serve, or until otherwise determined by the City Council, as the Administrator of the Service and Assessment Plan and of the Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such service shall constitute an Administrative Expense.

(b) Appointment of Collector.

The Collin County Tax Assessor and Collector is hereby appointed and designated as the collector of the Assessments.

Section 11. **Applicability of Tax Code.**

To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of the Assessments by the City.

Section 12. **Filing in Land Records**.

The City Secretary or the Assistant City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and the Phase #1 Assessment Roll – Additional Major Improvements, to be recorded in the real property records of Collin County, not later than the seventh day after the date the City Council adopts this Ordinance approving the Service and Assessment Plan. The City Secretary or the Assistant City Secretary is further directed to similarly file each Annual Service Plan Update (as defined in the Service and

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

Assessment Plan) approved by the City Council not later than the seventh day after the date that the City Council approves each Annual Service Plan Update.

Section 13. Severability.

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity or any other portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 14. Effective Date.

This Ordinance shall take effect, and the levy of the Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage and execution hereof.

[Remainder of Page Intentionally Left Blank; Signatures to Follow]

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

PASSED AND ADOPTED, this the 9th day of November, 2021.

CITY OF CELINA, TEXAS

_____
Mayor

ATTEST:

_____
Assistant City Secretary

(City Seal)

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2021 by Sean Terry, Mayor of the City of Celina, Texas on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

EXHIBIT A

Service and Assessment Plan

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT

CELINA, TEXAS

SERVICE AND ASSESSMENT PLAN

November 9, 2021

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT

SERVICE AND ASSESSMENT PLAN

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Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On August 10, 2021, the City Council of the City of Celina, Texas passed and approved Resolution No. 2021-58R (filed in the real property records of Collin County, Texas as Document No. 20210817001660740 on August 17, 2021) approving and authorizing the creation of The Parks at Wilson Creek Improvement District (the "PID") to finance the costs of certain public improvements for the benefit of property in the PID (the "Authorized Improvements"), all of which is located within the City of Celina.

The property in the PID is proposed to be developed in multiple phases, and the PID will finance public improvements as the property within the PID is developed. Assessments will be imposed on the property for the public improvements to be constructed.

Chapter 372 of the Texas Local Government Code, the "Public Improvement District Assessment Act" (as amended, the "PID Act"), governs the creation and operation of public improvement districts within the State of Texas. The Parks at Wilson Creek Public Improvement District Service and Assessment Plan (the "Service and Assessment Plan") has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan must: (1) cover a period of at least five years; (2) define the annual indebtedness and the projected costs for improvements, and (3) include a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The plan shall be reviewed and updated annually for the purpose of determining the annual budget for improvements." The service plan is described in Section IV of this Service and Assessment Plan.

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

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

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

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

B. Definitions

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

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

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

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

"Additional Interest Component" means the amount collected by application of the Additional Interest.

"Additional Interest Reserve" has the meaning set forth in Section V.G of this Service and Assessment Plan.

"Additional Major Improvements" mean the Authorized Improvements described in Section III.C that benefit all Assessed Property within the PID and that are constructed after the Initial Major Improvements. Although subject to change, current plans anticipate that the Additional Major Improvements will be constructed with the development of Phases #2 through #5.

"Administrative Expenses" mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

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

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

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

"Annual Service Plan Update" has the meaning set forth in the second paragraph of Section IV of this Service and Assessment Plan.

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

"Assessment" means an assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act. An Assessment for a Parcel consists of the Annual Installments to be collected in all years including the portion of those Annual Installments collected to pay Administrative Expenses and interest on all Assessments.

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

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

"Assessment Roll" means, as applicable, the Major Improvement Area Assessment Roll - Initial Major Improvements, the Major Improvement Area Assessment Roll - Additional Major Improvements, the Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements, the Phase #1 Assessment Roll - Additional Major Improvements or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update.

"Authorized Improvements" mean those public improvements described in Section III of this Service and Assessment Plan and authorized under Section 372.003 of the PID Act, constructed and installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

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

"**Budgeted Cost(s)**" means the amounts budgeted to construct the Authorized Improvements as used in the preparation of this Service and Assessment Plan.

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

"City" means the City of Celina, Texas.

"City Council" means the duly elected governing body of the City.

"**County**" means Collin County, Texas.

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

"Developer" means The Parks at Wilson Creek, L.P., a Texas limited partnership, and any successor owner of the Property or any portion thereof with obligation to construct all or a portion of the Authorized Improvements.

"Development Agreement" means that certain *Amended and Restated Development Agreement (The Parks at Wilson Creek)* entered into as of September 8, 2015 by and between the City, , Developer and the Testamentary Trust Created Under the Will of Moses Hubbard, Deceased,

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

Probate No. 1762-1906, Probate Court, Collin County Texas and Second Amendment and Restatement of Moses and Mary Jane Hubbard Trust UWD January 5th, 1897, related to the property within the PID, recorded in the real property records of Collin County, Texas, as Document No. 20150917001181960 on September 17, 2015, as amended by that certain *First Amendment to Amended and Restated Development Agreement (The Parks at Wilson Creek)* entered into as of October 8, 2019, by and between the City and Developer, recorded in the real property records of Collin County, Texas, as Document No. 20191021001322210 on October 12, 2019, as further amended by that certain *Second Amendment to Amended and Restated Development Agreement (The Parks at Wilson Creek)* entered into as of September 14, 2021, by and between the City and Developer, recorded in the real property records of Collin County, Texas, as Document No. _____ on _____, 2021, and as the same may be amended from time to time.

"Equivalent Units" mean, as to any Parcel the number of dwelling units by lot type expected to be built on the Parcel multiplied by the factors calculated and shown in Appendix F attached hereto.

"Future Major Improvements" mean Authorized Improvements that benefit all Assessed Property within the PID and that are constructed after the Additional Major Improvements. Although subject to change, current plans anticipate that any Future Major Improvements will be constructed with the development of Phases #6 through #8.

"**Future Phases**" means Phases that are fully developed after Phase #1, as such areas are generally depicted and described in Appendix A. The Future Phases are subject to adjustment and are shown for example only.

"Homeowner Association" means a homeowner's association or property owners' association established for the benefit of property owners within the boundaries of the PID.

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

"Initial Major Improvements" mean the Authorized Improvements described in Section III.C that benefit all Assessed Property within the PID and that are constructed concurrently with Phase #1.

"Initial Major Improvement Area Bonds" mean those certain City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (Parks at Wilson Creek Public Improvement District Initial Major Improvements Project) that are secured by the portion of the Major Improvement Area Assessment Revenues related to the Initial Major Improvements and collected as shown on the Major Improvement Area Assessment Roll - Initial Major Improvements attached as Appendix G.

"Lot" means a tract of land described as a "lot" in a subdivision plat recorded in the official public records of the County.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

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

"Major Improvement Area" or **"MIA"** means the property within the PID excluding Phase #1 which is to be developed subsequent to Phase #1 and generally depicted in Appendix A of this Service and Assessment Plan or any Annual Service Plan Update.

"Major Improvement Area Assessed Property" means, for any year, all Parcels within the PID other than (a) Non-Benefited Property, and (b) Parcels within Phase #1.

"Major Improvement Area Assessments - Additional Major Improvements" means an assessment levied against a Parcel in the Major Improvement Area imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Major Improvement Area Assessment Roll - Additional Major Improvements as Appendix H, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act. An Assessment for a Parcel consists of the Annual Installments to be collected in all years including the portion of those Annual Installments collected to pay Administrative Expenses and interest on all Assessments.

"Major Improvement Area Assessments - Initial Major Improvements" means an assessment levied against a Parcel in the Major Improvement Area imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Major Improvement Area Assessment Roll - Initial Major Improvements as Appendix G, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act. An Assessment for a Parcel consists of the Annual Installments to be collected in all years including the portion of those Annual Installments collected to pay Administrative Expenses and interest on all Assessments.

"Major Improvement Area Assessment Revenues" mean the revenues actually received by or on behalf of the City from the collection of Assessments levied against Major Improvement Area Assessed Property, or the Annual Installments thereof, for the Initial Major Improvements, Additional Major Improvements, and Future Major Improvements.

"Major Improvement Area Assessment Roll - Additional Major Improvements" means the document included in this Service and Assessment Plan as Appendix H, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

"Major Improvement Area Assessment Roll - Initial Major Improvements" means the document included in this Service and Assessment Plan as Appendix G, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"Major Improvement Area Projects" mean (i) the Initial Major Improvements allocable to Major Improvement Area, (ii) the Additional Major Improvements allocable to the Major Improvement Area, and (iii) Future Major Improvements, if any, allocable to the Major Improvement Area.

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

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

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

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

"**Phase #1 Assessed Property**" means all Parcels within Phase #1 other than Non-Benefited Property and shown in either the Phase #1 Assessment Roll - Additional Major Improvements and the Phase #1 Assessment Roll – Phase #1 Improvements and Initial Major Improvements against which an Assessment relating to the Phase #1 Projects is levied.

"Phase #1 Assessments - Phase #1 Improvements and Initial Major Improvements" means an assessment levied against a Parcel in Phase #1 imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements as Appendix I, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act. An Assessment for a Parcel consists of the Annual Installments to be collected in all years including the portion of those Annual Installments collected to pay Administrative Expenses and interest on all Assessments.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

"Phase #1 Assessments - Additional Major Improvements" means an assessment levied against a Parcel in Phase #1 imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Phase #1 Assessment Roll - Additional Major Improvements as Appendix J, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act. An Assessment for a Parcel consists of the Annual Installments to be collected in all years including the portion of those Annual Installments collected to pay Administrative Expenses and interest on all Assessments.

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

"Phase #1 Assessment Roll - Additional Major Improvements " means the document included in this Service and Assessment Plan as Appendix J**,** as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements" means the document included in this Service and Assessment Plan as Appendix I**,** as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"Phase #1 Bonds" mean those certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (The Parks at Wilson Creek Public Improvement District Phase #1 Project)" that are secured by the portion of the Phase #1 Assessment Revenues related to the Phase #1 Improvements and Initial Major Improvements and collected as shown on the Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements attached as Appendix I.

"Phase #1 Improvements" mean the Authorized Improvements which only benefit Phase #1 Assessed Property, which are described in Section III.D.

"Phase #1 Maximum Assessment Per Unit" means for Phase #1, an Assessment per unit for Phase #1 Projects for each applicable Lot Type as follows:

Lot Type 2 (60 Ft) - $52,838.70
Lot Type 3 (50 Ft) - $45,633.42
Lot Type 4 (40 Ft) - $40,829.91

"Phase #1 Projects" mean (i) the Phase #1 Improvements, (ii) the pro rata portion of the Initial Major Improvements allocable to Phase #1, (iii) the pro rata portion of the Additional Major Improvements allocable to Phase #1, and (iv) the pro rata portion of the Future Major Improvements, if any, allocable to Phase #1.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

"Phased PID Bonds" mean bonds issued to fund Authorized Improvements (or a portion thereof) in a Phase. In connection with the Phased PID Bonds, Assessments will be levied only on Parcels located within the Phase in question.

"PID" has the meaning set forth in Section I.A of this Service and Assessment Plan.

"PID Act" means Texas Local Government Code Chapter 372, Public Improvement District Assessment Act, Subchapter A, Public Improvement Districts, as amended.

"Prepayment Costs" mean interest and expenses to the date of prepayment, plus any additional expenses related to the prepayment, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment.

"Public Property" means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, the County, the City, a school district or any other public agency, whether in fee simple or through an exclusive use easement.

"Reimbursement Agreement" means that certain PID Reimbursement Agreement - The Parks at Wilson Creek, dated November 9, 2021, by and between the City and the Developer in which the Developer agrees to fund the Actual Costs of the Authorized Improvements and the City agrees to reimburse the Developer with interest as permitted by the PID Act solely from Assessment Revenues and/or the net proceeds of Bonds for a portion of such Actual Costs of the Authorized Improvements funded by the Developer for Authorized Improvements constructed and accepted by the City for the benefit of the Assessed Property.

"Service and Assessment Plan" means this Service and Assessment Plan prepared for the PID pursuant to the PID Act, as the same may be amended from time to time.

"Trustee" means the fiscal agent or trustee as specified in the Trust Indenture, including a substitute fiscal agent or trustee.

"Trust Indenture" means an indenture of trust, ordinance or similar document setting forth the terms and other provisions relating to the Bonds, as modified, amended, and/or supplemented from time to time.

"**Zoning Ordinance**" means Ordinance No. 2016-07 adopted by the City Council on February 9, 2016, as amended by Ordinance No.2019-43 adopted by the City Council on October 8, 2019, which ordinances established the permitted uses of, and standards for, the development of the property within the PID.

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Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is presently located within the City and contains approximately 646.967 acres of land. A map of the property within the PID is shown on Appendix A to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 2,164 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID.

The property within the PID is proposed to be developed as follows:

Table II-A
Proposed Development

Proposed Development	Quantity	Measurement
Single-family - 74 Ft	271	Units
Single-family - 60 Ft	698	Units
Single-family - 50 Ft	1012	Units
Single-family - 40 Ft	183	Units
Total	**2,164**	**Units**

B. PROPERTY INCLUDED IN THE MAJOR IMPROVEMENT AREA

The Major Improvement Area consists of approximately 537.7543 acres and are projected to consist of approximately 1,806 residential units. A map of the property within the Major Improvement Area is shown in Appendix A and more fully described in Appendix C.

Table II-B
Proposed Development - Major Improvement Area

Proposed Development	Quantity	Measurement
Single-family - 74 Ft	271	Units
Single-family - 60 Ft	598	Units
Single-family - 50 Ft	880	Units
Single-family - 40 Ft	57	Units
Total	**1,806**	**Units**

C. PROPERTY INCLUDED IN PHASE #1

Phase #1 consists of approximately 109.2127 acres and is projected to consist of 358 single family residential units, to be developed as Phase #1, as further described in Section III.D. A map of the property within Phase #1 is shown in Appendix A and more fully described in Appendix C.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

Table II-C
Proposed Development - Phase #1

Proposed Development	Quantity	Measurement
Single-family - 74 Ft	-	Units
Single-family - 60 Ft	100	Units
Single-family - 50 Ft	132	Units
Single-family - 40 Ft	126	Units
Total	**358**	**Units**

D. Property Included in Future Phases

As Future Phases are developed, additional Bonds, including Phased PID Bonds, may be issued or assessments may be levied. In connection with levy of additional assessments or the issuance of additional Bonds, this Service and Assessment Plan will be updated to add additional details of each new Phase(s) as shown for Phase #1 in Section II.C. A map of the projected property within each Future Phase is shown in Appendix A. The Future Phases are shown for illustrative purposes only and are subject to adjustment. The current Parcels in the PID are shown on the Assessment Rolls included as Appendix G, Appendix H, Appendix I, and Appendix J.

The estimated number of units at the build-out of the PID is based on the land use approvals for the property, the anticipated subdivision of property in the PID, and the Developer's estimate of the highest and best use of the property within the PID.

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Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

372.003. Authorized Improvements

(a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.

(b) A public improvement may include:

(i) landscaping;

(ii) erection of fountains, distinctive lighting, and signs;

(iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;

(iv) construction or improvement of pedestrian malls;

(v) acquisition and installation of pieces of art;

(vi) acquisition, construction, or improvement of libraries;

(vii) acquisition, construction, or improvement of off-street parking facilities;

(viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;

(ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;

(x) the establishment or improvement of parks;

(xi) projects similar to those listed in Subdivisions (i)-(x);

(xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;

(xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement;

(xiv) payment of expenses incurred in the establishment, administration and operation of the district; and

(xv) the development, rehabilitation, or expansion of affordable housing

After analyzing the public improvement projects authorized by the PID Act, the City has determined at this time to undertake only Authorized Improvements listed in Section III.B, Section III.C, and III.D below and shown in the opinion of probable costs shown in Appendix B and on the diagrams included as Appendix D for the benefit of the Assessed Property. Any change to the list of Authorized Improvements will require the approval of the City and an update to this Service and Assessment Plan.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

B. DESCRIPTIONS AND COSTS OF INITIAL MAJOR IMPROVEMENTS

The construction of the Initial Major Improvements to be constructed concurrently with the development of Phase #1 that benefit all of the Assessed Property within the PID commenced August 2021 and is anticipated to be completed by the end of 4Q 2022. The Budgeted Costs of the Initial Major Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of Equivalent Units. Each of Phase #1 and the Major Improvement Area will be proportionally allocated the Budgeted Costs of the Initial Major Improvements, as shown on Table III-A on the following page.

The Initial Major Improvements descriptions are presented below as provided by the project engineer. The Budgeted Costs of the Initial Major Improvements are shown in Table III-A and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

A description of the Initial Major Improvements follows:

Roadway Improvements

The roadway portion of the Initial Major Improvements includes, clearing, grubbing, excavation of streets and right of way, construction of moisture and lime treated subgrade and reinforced concrete street pavements, removal of existing curb or pavement asphalt street pavements, removal of existing curb or pavement, bridges, deceleration lanes, turn lanes, sidewalks, trails, retaining walls, median landscaping, signage and traffic control devices, and the acquisition of related right-of-way for such roadway improvements including an allocable share of perimeter road improvements, for the benefit of the Assessed Property. All roadway improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Improvements

The water distribution system portion of the Initial Major Improvements includes water mains of various diameters, generally 8-18 inches, that are generally polyvinyl chloride (PVC) pipe, matching gate valves and boxes, fire hydrants, tapping sleeves, service lines, and other water line appurtenances, including trench safety, for the benefit of the Assessed Property. All water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Sanitary Sewer Improvements

The sanitary sewer collection system portion of the Initial Major Improvements includes sanitary sewer mains of various diameters, generally PVC pipe 8-27 inches, manholes, lift stations, service lines, clean-outs, and other sewer main appurtenances, including trench safety, for the benefit of the Assessed Property. All sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

Storm Drainage Improvements

The storm drainage collection system portion of the Initial Major Improvements includes pre-development erosion control, silt fences, rock check dams, drainage structures, various size reinforced concrete pipes, reinforced concrete box culverts, curb inlets, headwalls, retention basins, detention structures and trench safety for the benefit of the Assessed Property. All storm drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Soft and Miscellaneous Costs

Soft and miscellaneous costs include costs related to designing, constructing, and installing the Initial Major Improvements including land planning and design, City fees, legal fees, engineering, soil testing, survey and construction management, contingency and expenses incurred in the establishment, administration and operation of the PID.

Table III-A
Estimated Initial Major Improvement Costs

Authorized Improvements	Total Initial Major Improvement Costs[1]	Initial Major Improvements Allocated to Phase #1	Initial Major Improvements Allocated to MIA
Roadway Improvements[2]	$8,036,365	$1,237,893	$6,798,472
Water Improvements	$520,974	$80,249	$440,725
Sanitary Sewer Improvements	$596,674	$91,910	$504,765
Storm Drainage Improvements	$1,391,540	$214,348	$1,177,192
Soft and Miscellaneous Costs	$1,077,190	$165,926	$911,263
Total	**$11,622,743**	**$1,790,326**	**$9,832,417**

Note: Costs provided by Kimley Horn. The figures shown in Table III-A may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the Total Authorized Improvements amount does not change.
1 - See Table V-A for allocation of Initial Major Improvements to Phase #1.
2 - Includes right-of-way acquisition.

C. DESCRIPTIONS AND COSTS OF ADDITIONAL MAJOR IMPROVEMENTS

Construction of the Additional Major Improvements that benefit all of the Assessed Property within the PID is concurrently planned to occur a Phases #2 through #5 are developed; and, such construction is anticipated to commence in 2023 and is expected to be completed within 60 months after commencement. The Budgeted Costs of the Additional Major Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of Equivalent Units. Each of Phase #1 and the Major Improvement Area will be proportionally allocated the Budgeted Costs of the Additional Major Improvements, as shown on Table III-B on the following page.

The Additional Major Improvements descriptions are presented below as provided by the project engineer. The Budgeted Costs of the Additional Major Improvements are shown in Table III-B

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

A description of the Additional Major Improvements follows:

Roadway Improvements

The roadway portion of the Additional Major Improvements includes clearing, grubbing, excavation of streets and right of way, construction of moisture and lime treated subgrade and reinforced concrete street pavements, removal of existing curb or pavement asphalt street pavements, removal of existing curb or pavement, bridges, deceleration lanes, turn lanes, sidewalks, trails, retaining walls, median landscaping, signage and traffic control devices, and the acquisition of related right-of-way for such roadway improvements including an allocable share of perimeter road improvements for the benefit of the Assessed Property. All roadway improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Improvements

The water distribution system portion of the Additional Major Improvements includes water mains of various diameters, generally 8-18 inches, that are generally polyvinyl chloride (PVC) pipe, matching gate valves and boxes, fire hydrants, tapping sleeves, service lines, and other water line appurtenances, including trench safety, for the benefit of the Assessed Property. All water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City

Sanitary Sewer Improvements

The sanitary sewer collection system portion of the Additional Major Improvements includes sanitary sewer mains of various diameters, generally PVC pipe 8-27 inches, manholes, lift stations, service lines, clean-outs, and other sewer main appurtenances, including trench safety, for the benefit of the Assessed Property. All sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City

Storm Drainage Improvements

The storm drainage collection system portion of the Additional Major Improvements includes pre-development erosion control, silt fences, rock check dams, sedimentation basins and drainage structures, various size reinforced concrete pipes, reinforced concrete box culverts, curb inlets, headwalls, retention basins, detention structures and trench safety for the benefit of the Assessed Property. All storm drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

Soft and Miscellaneous Costs

Soft and miscellaneous costs include costs related to designing, constructing, and installing the Additional Major Improvements including land planning and design, City fees, legal fees, engineering, soil testing, survey and construction management, contingency and expenses incurred in the establishment, administration and operation of the PID.

Table III-B
Estimated Additional Major Improvement Costs

Authorized Improvements	Total Additional Major Improvement Costs[1]	Additional Major Improvements Allocated to Phase #1	Additional Major Improvements Allocated to MIA
Roadway Improvements	$8,755,343	$1,348,642	$7,406,701
Water Improvements	$831,668	$128,107	$703,561
Sanitary Sewer Improvements	$437,369	$67,371	$369,998
Storm Drainage Improvements	$3,176,010	$489,221	$2,686,789
Soft and Miscellaneous Costs	$1,906,752	$293,709	$1,613,043
Total	**$15,107,142**	**$2,327,050**	**$12,780,092**

Note: Costs provided by Kimley Horn. 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.
1 - See Table V-A for allocation of Additional Major Improvements to Phase #1.

D. Descriptions and Costs of Phase #1 Improvements

The construction of the Phase #1 Improvements that benefit the Phase #1 Assessed Property commenced August 2021 and is anticipated to be completed by the end of 4Q 2022. The Phase #1 Improvements descriptions are presented below as provided by the project engineer. The Phase #1 Projects include Phase #1's proportionate share of the Budgeted Costs of the Initial Major Improvements, the proportionate share of the Budgeted Costs of the Additional Major Improvements, and the Budgeted Costs of the Phases #1 Improvements. The Budgeted Costs of the Phase #1 Projects are shown in Table III-C and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

A description of the Phase #1 Improvements are as follows, and a description of the Initial Major Improvements and the Additional Major Improvements that are a portion of the Phase #1 Projects can be found in Section III.B and Section III.C, respectively.

Roadway Improvements

The roadway portion of the Phase #1 Improvements includes clearing, grubbing, excavation of streets and right of way, construction of moisture and lime treated subgrade and reinforced concrete street pavements, removal of existing curb or pavement asphalt street pavements, removal of existing curb or pavement, bridges, deceleration lanes, turn lanes, sidewalks, trails, retaining walls, median landscaping, signage and traffic control devices, and the acquisition of related right-of-way for such roadway improvements, for the benefit of the Phase #1 Assessed Property. All

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roadway improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Improvements

The water distribution system portion of the Phase #1 Improvements include PVC waterlines, various gate valves and boxes, fire hydrants, and tapping sleeves, service lines and other water line appurtenances for the benefit of the Phase #1 Assessed Property. All water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Sanitary Sewer Improvements

The sanitary sewer collection system portion of the Phase #1 Improvements includes PVC pipes, manholes, service lines, clean-outs, concrete encasements, and other sewer line appurtenances and trench safety for the benefit of the Phase #1 Assessed Property. All sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Storm Drainage Improvements

The storm drainage collection system portion of the Phase #1 Improvements includes pre and post development erosion control, silt fences, rock check dams, drainage structures, various size reinforced concrete pipes, reinforced concrete box culverts, curb inlets, headwalls, retention and detention structures and trench safety for the benefit of the Phase #1 Assessed Property. All storm drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Soft and Miscellaneous Costs

Soft and miscellaneous costs include costs related to designing, constructing, and installing the Phase #1 Improvements including land planning and design, City fees, legal fees, engineering, soil testing, survey and construction management, and contingency.

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Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

Table III-C
Estimated Phase #1 Costs

Authorized Improvements	Phase #1 Improvements[1]	Proportional Share of Initial Major Improvements[1]	Subtotal Phase #1 Projects (Bonded)[1]	Proportional Share of Additional Major Improvements (Reimbursable)[2]	Total Phase # Projects
Road Improvements	$3,769,188	$1,237,893	$5,007,081	$1,348,642	$6,355,722
Water Improvements	$1,303,352	$80,249	$1,383,601	$128,107	$1,511,708
Sanitary Sewer Improvements	$979,387	$91,910	$1,071,297	$67,371	$1,138,667
Storm Drainage Improvements	$1,021,742	$214,348	$1,236,090	$489,221	$1,725,311
Soft and Miscellaneous Costs	$1,580,567	$165,926	$1,746,494	$293,709	$2,040,203
Total	**$8,654,236**	**$1,790,326**	**$10,444,562**	**$2,327,050**	**$12,771,612**

Note: Costs provided by Kimley Horn. The figures shown in Table III-C 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.
[1]See Table III-A. A portion is anticipated to be funded with Phase #1 Bonds and the remaining portion is anticipated to be financed under the Reimbursement Agreement.
[2]See Table III-B. Anticipated to be funded as set forth in Schedule I to the Reimbursement Agreement.

E. FUTURE PHASES AND FUTURE MAJOR IMPROVEMENTS

As Phases are developed, this SAP will be amended to identify the specific Authorized Improvements, which may include Authorized Improvements that confer a special benefit to the property inside each new Phase and/or additional Future Major Improvements that benefit all of the Assessed Property within the PID and that will be constructed with the development of Phases #6 through #8 (e.g. a Table III-D will be added to show the costs for the specific Authorized Improvements financed within the specific Phase being developed or the tables above will be updated to reflect the allocation of the costs of the Future Major Improvements, as applicable.)

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Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

IV. SERVICE PLAN

A. SOURCES AND USES OF FUNDS

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five year period. Construction of the Phase #1 Improvements and the Initial Major Improvements commenced in August 2021, and it is anticipated that construction of the Phase #1 Improvements and the Initial Major Improvements will be complete by the end of 4Q 2022. Construction of the Additional Major Improvements is anticipated to commence in 2023 and is expected to be completed within 60 months after commencement.

The Budgeted Costs for the Major Improvement Area's pro rata portion of Initial Major Improvements and Additional Major Improvements plus costs related to the issuance of the Initial Major Improvement Area Bonds and payment of its allocated portion of the expenses incurred in the establishment, administration and operation of the PID is $26,030,092 as shown in Table IV-A. The Budgeted Costs for Phase #1 Improvements, Phase #1's pro rata portion of Initial Major Improvements, Phase #1's pro rata portion of Additional Major Improvements plus costs related to the issuance of the Phase #1 Bonds and payment of its allocated portion of the expenses incurred in the establishment, administration and operation of the PID is $14,558,710 as shown in Table IV-B. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the estimated Authorized Improvement costs, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an "Annual Service Plan Update."

As Future Phases are developed , this Service and Assessment Plan will be amended to provide updated information on the Authorized Improvements, which may include Authorized Improvements that confer a special benefit to the property inside each new Phase and/or additional Future Major Improvements that benefit all of the Property within the PID (e.g. a table will be added for Phase #2, etc.).

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Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

Major Improvement Area

Table IV-A below shows the sources and uses of: (i) the Initial Major Improvement Area Bonds for the Major Improvement Area's pro-rata share of the costs of the Initial Major Improvements, and (ii) the obligation under the Reimbursement Agreement for the Major Improvement Area's pro-rata portion of the costs of the Additional Major Improvements.

Table IV-A
Sources and Uses - Major Improvement Area

Sources of Funds	Initial Major Improvement Area Bonds	Major Improvement Area Reimbursement Agreement Obligation for Additional Major Improvements	Total
Par Amount	$13,250,000	$0	$13,250,000
Assessments	$0	$12,780,092	$12,780,092
Other Funding Sources	$0	$0	$0
Total Sources	**$13,250,000**	**$12,780,092**	**$26,030,092**
Uses of Funds			
Initial Major Improvements:			
Road Improvements	$6,798,472	$0	$6,798,472
Water Improvements	$440,725	$0	$440,725
Sanitary Sewer Improvements	$504,765	$0	$504,765
Storm Drainage Improvements	$1,177,192	$0	$1,177,192
Other Soft and Miscellaneous Costs	$911,263	$0	$911,263
Subtotal	*$9,832,417*	*$0*	*$9,832,417*
Additional Major Improvements:			
Road Improvements	$0	$7,406,701	$7,406,701
Water Improvements	$0	$703,561	$703,561
Sanitary Sewer Improvements	$0	$369,998	$369,998
Storm Drainage Improvements	$0	$2,686,789	$2,686,789
Other Soft and Miscellaneous Costs	$0	$1,613,043	$1,613,043
Subtotal	*$0*	*$12,780,092*	*$12,780,092*
Bond Issuance Costs:			
Cost of Issuance	$861,908	$0	$861,908
Capitalized Interest	$1,258,750	$0	$1,258,750
Reserve Fund	$869,425	$0	$869,425
Administrative Expense	$30,000	$0	$30,000
Underwriters Discount	$397,500	$0	$397,500
Subtotal	*$3,417,583*	*$0*	*$3,417,583*
Total Uses	**$13,250,000**	**$12,780,092**	**$26,030,092**

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

The Initial Major Improvement Area Bonds are anticipated to be issued in 2021 to finance the Major Improvement Area's proportionate share of the Initial Major Improvements, including costs to issue the Initial Major Improvement Area Bonds. The Major Improvement Area's proportionate share of the Additional Major Improvements will be financed under the Reimbursement Agreement.

Phase #1

Table IV-B on the following page shows the sources and uses of: (i) the Phase #1 Bonds for a portion of the Phase #1 Improvements and Phase #1's pro-rata share of the costs of the Initial Major Improvements, (ii) the obligation under the Reimbursement Agreement for a portion of the Phase #1 Improvements and (iii) the obligation under the Reimbursement Agreement for Phase #1's pro-rata share of the costs of the Additional Major Improvements.

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Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

Table IV-B
Sources and Uses - Phase #1

Sources of Funds	Phase #1 Bonds	Phase #1 Reimbursement Agreement Obligation for Phase #1 Improvements	Phase #1 Reimbursement Agreement Obligation for Additional Major Improvements	Total
Par Amount	$7,373,000	$0	$0	$7,373,000
Assessments	$0	$4,858,659	$2,327,050	$7,185,710
Other Funding Sources	$0	$0	$0	$0
Total Sources	**$7,373,000**	**$4,858,659**	**$2,327,050**	**$14,558,710**
Uses of Funds				
Initial Major Improvements:				
Road Improvements	$1,237,893	$0	$0	$1,237,893
Water Improvements	$80,249	$0	$0	$80,249
Sanitary Sewer Improvements	$91,910	$0	$0	$91,910
Storm Drainage Improvements	$214,348	$0	$0	$214,348
Other Soft and Miscellaneous Costs	$165,926	$0	$0	$165,926
Subtotal	*$1,790,326*	*$0*	*$0*	*$1,790,326*
Additional Major Improvements:				
Road Improvements	$0	$0	$1,348,642	$1,348,642
Water Improvements	$0	$0	$128,107	$128,107
Sanitary Sewer Improvements	$0	$0	$67,371	$67,371
Storm Drainage Improvements	$0	$0	$489,221	$489,221
Other Soft and Miscellaneous Costs	$0	$0	$293,709	$293,709
Subtotal	*$0*	*$0*	*$2,327,050*	*$2,327,050*
Phase #1 Improvements:				
Road Improvements	$1,653,091	$2,116,097	$0	$3,769,188
Water Improvements	$571,624	$731,728	$0	$1,303,352
Sanitary Sewer Improvements	$429,540	$549,847	$0	$979,387
Storm Drainage Improvements	$448,116	$573,626	$0	$1,021,742
Other Soft and Miscellaneous Costs	$693,205	$887,362	$0	$1,580,567
Subtotal	*$3,795,577*	*$4,858,659*	*$0*	*$8,654,236*
Bond Issuance Costs:				
Cost of Issuance	*$445,369*	*$0*	$0	$445,369
Capitalized Interest	$599,262	$0	$0	$599,262
Reserve Fund	$491,278	$0	$0	$491,278
Administrative Expense	$30,000	$0	$0	$30,000
Underwriters Discount	$221,190	$0	$0	$221,190
Subtotal	*$1,787,098*	*$0*	*$0*	*$1,787,098*
Total Uses	**$7,373,000**	**$4,858,659**	**$2,327,050**	**$14,558,710**

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

The Phase #1 Bonds are anticipated to be issued in 2021 to finance a portion of Phase #1's proportionate share of Initial Major Improvements and the Phase #1 Improvements, including costs to issue the Phase #1 Bonds. The remaining portion of the Phase #1 Improvements will be financed under the Reimbursement Agreement. Phase #1's proportionate share of the Additional Major Improvements will be financed under the Reimbursement Agreement.

B. ANNUAL PROJECTED COSTS AND INDEBTEDNESS

Major Improvement Area

The annual projected costs and annual projected indebtedness for the Major Improvement Area is shown in Table IV-C. The annual projected costs and indebtedness is subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-C
Annual Projected Costs and Annual Projected Indebtedness - Major Improvement Area

Year	Annual Projected Cost	Annual Projected Indebtedness[1]	Other Funding Sources	Projected MIA Annual Installments
2021	$6,507,523	$26,030,092	$0	$0
2022	$19,522,569	$0	$0	$0
2023	$0	$0	$0	$900,174
2024	$0	$0	$0	$1,765,517
2025	$0	$0	$0	$1,769,726
2026	$0	$0	$0	$1,766,682
Total	**$26,030,092**	**$26,030,092**	**$0**	**$6,202,098**

[1] The Additional Major Improvements allocable to the Major Improvement Area will initially be funded by the Developer and will be reimbursable under the Reimbursement Agreement.

The annual projected costs shown in Table IV-C are the annual expenditures relating to the proportional share of Initial Major Improvements shown in Table III-A and the proportional share of the Additional Major Improvements shown in Table III-B, and the costs associated with setting up the PID and bond issuance costs including reserves shown in Table IV-A. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

Phase #1

The annual projected costs and annual projected indebtedness for Phase #1 is shown by Table IV-D. The annual projected costs and indebtedness is subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

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Table IV-D
Annual Projected Costs and Annual Projected Indebtedness - Phase #1

Year	Annual Projected Cost	Annual Projected Indebtedness[1]	Other Funding Sources	Projected Phase #1 Annual Installments
2021	$3,639,677	$14,558,710	$0	$0
2022	$10,919,032	$0	$0	$0
2023	$0	$0	$0	$67,465
2024	$0	$0	$0	$546,295
2025	$0	$0	$0	$547,199
2026	$0	$0	$0	$546,748
Total	**$14,558,710**	**$14,558,710**	**$0**	**$1,707,706**

[1]A portion of the Phase #1 Improvements and the Additional Major Improvements allocable to Phase #1 will initially be funded by the Developer and will be reimbursable under the Reimbursement Agreement.

The annual projected costs shown in Table IV-D are the annual expenditures relating to the Phase #1 Projects shown in Table III-C and the costs associated with setting up the PID and bond issuance costs including reserves shown in Table IV-B. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

Future Phases

As Future Phases are developed Table IV-E will be added to identify the Authorized Improvements to be financed by each new series of Bonds and/or under the Reimbursement Agreement and the projected indebtedness resulting from each additional series of Bonds and/or obligations under the Reimbursement Agreement.

C. HOMEBUYER DISCLOSURE

The PID Act requires that this Service and Assessment Plan, and each Annual Service Plan Update, include a copy of the Notice form (required by Section 5.014 of the Texas Property Code). The homebuyer disclosure is attached hereto as Appendix E and may be updated in an Annual Service Plan Update.

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Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

V. ASSESSMENT PLAN

A. INTRODUCTION

The PID Act requires the City Council to apportion the costs of the Authorized Improvements on the basis of special benefits conferred upon the property because of the Authorized Improvements. The PID Act provides that the costs of the Authorized Improvements may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The proposed bond issuance program entails a series of bond financings that are intended to finance the public infrastructure required for the development. This financing will necessarily be undertaken in phases to coincide with the private investment and development of the Authorized Improvements. Following the initial Phase #1 Bonds and the Initial Major Improvement Area Bonds anticipated to be issued in 2021, subsequent financings may be issued over the upcoming decade as the subsequent Future Phases are gradually constructed.

The purpose of this gradual issuance of bonds in phases is to mirror the actual private development of the Authorized Improvements. The Bonds to be issued are most prudently and efficiently utilized when directly coinciding with construction of public infrastructure needed for private development that is to occur once the infrastructure is completed; it is most effective to issue the Bonds when the infrastructure is needed, not before. Furthermore, there is no economic advantage, and several disadvantages, to issuing debt and encumbering property within the PID prior to the need for the Authorized Improvements.

For purposes of this Service and Assessment Plan, the City Council has determined that the costs of the Major Improvement Area Projects and Phase #1 Projects shall be allocated as described below:

1. The costs of the Phase #1 Projects that only benefit Phase #1 shall be allocated to Phase #1 Assessed Property on the basis of Equivalent Units calculated using the average home price of each Lot Type once such property is developed, and that such method of allocation will result in the imposition of equal shares of the costs of the Authorized Improvements to Parcels similarly benefited.

2. The Initial Major Improvements and Additional Major Improvements are proportionally allocated to the Major Improvement Area Assessed Property and the Phase #1 Assessed Property based on estimated Equivalent Units calculated using the average home price for the Major Improvement Area Assessed Property and the Phase #1 Assessed Property.

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3. The Major Improvement Area Projects are allocated to each Parcel within the Major Improvement Area Assessed Property based on estimated Equivalent Units calculated using the average home price of each Lot Type.

Table V-A provides the estimated allocation of costs of the Authorized Improvements constituting Initial Major Improvements.

At this time, it is impossible to determine with absolute certainty the amount of special benefit each Parcel within the Future Phases will receive from the direct Authorized Improvements that will benefit each individual Phase or from Future Major Improvements, if any, and that are to be financed with Bonds and/or future obligations under the Reimbursement Agreement. Therefore, Parcels will only be assessed for the special benefits conferred upon the Parcel at this time because of the Initial Major Improvements, the Additional Major Improvements, and the Phase #1 Improvements, as applicable.

In connection with the issuance of future Bonds and/or future obligations under the Reimbursement Agreement, this Service and Assessment Plan will be updated to reflect the special benefit each Parcel of Assessed Property within the Future Phases receives from the specific Authorized Improvements funded with the issuance such Bonds and/or future obligations under the Reimbursement Agreements. Prior to assessing Parcels located within Future Phases in connection with issuance of Phased PID Bonds, each owner of the Parcels to be assessed must acknowledge that the Authorized Improvements to be financed confer a special benefit on their Parcel and must consent to the imposition of the Assessments to pay for the Actual Costs of such Authorized Improvements.

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within the PID as a result of the Initial Major Improvements, Additional Major Improvements, and Phase #1 Improvements, as applicable, (ii) provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments to be levied on the Phase #1 Assessed Property and Major Improvement Area Assessed Property for such improvements, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Initial Major Improvements, the Additional Major Improvements, and Phase #1 Improvements, as applicable, to Parcels in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to Parcels similarly benefited. The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

As Future Phases are developed, in connection with the issuance of Bonds and/or future obligations under the Reimbursement Agreement, this Service and Assessment Plan will be updated based on the City's determination of the assessment methodology for each Future Phases.

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B. Special Benefit

Assessed Property must receive a direct and special benefit from the Authorized Improvements, and this benefit must be equal to or greater than the amount of the Assessments. The Authorized Improvements are provided specifically for the benefit of the Assessed Property. The Authorized Improvements (more particularly described in line-item format in Appendix B to this Service and Assessment Plan) and the costs of issuance and payment of costs incurred in the establishment of the PID shown in Table IV-A are authorized by the PID Act. These Authorized Improvements are provided specifically for the benefit of the Assessed Property.

Each owner of the Assessed Property has acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and has consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. Each of the owners is acting in its interest in consenting to this apportionment and levying of the Assessments because the special benefit conferred upon the Assessed Property by the Authorized Improvements exceeds the amount of the Assessments.

The Authorized Improvements provide a special benefit to the Assessed Property as a result of the close proximity of these improvements to the Assessed Property and the specific purpose of these improvements of providing infrastructure for the Assessed Property. In other words, the Assessed Property could not be used in the manner proposed without the construction of the Authorized Improvements. The Authorized Improvements are being provided specifically to meet the needs of the Assessed Property as required for the proposed use of the property.

The Assessments are being levied to provide the Authorized Improvements that are required for the highest and best use of the Assessed Property (i.e., the use of the property that is most valuable, including any costs associated with that use). Highest and best use can be defined as "the reasonably probable and legal use of property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value." (*Dictionary of Real Estate Appraisal, Third Edition*.) The Authorized Improvements are expected to be required for the proposed use of the Assessed Property to be physically possible, appropriately supported, financially feasible, and maximally productive.

The Developer has evaluated the potential use of the property and has determined that the highest and best use of the property is the use intended and the legal use for the property as described in Section II of this Service and Assessment Plan. The use of the Assessed Property as described herein will require the construction of the Authorized Improvements.

The Assessments will repay financing that is on advantageous terms, as the Bonds issued to finance the Authorized Improvements will pay interest that is exempt from federal income tax. As a result, all other terms being equal (e.g., maturity, fixed vs. variable rate, credit quality), the tax-exempt bonds will have a lower interest rate than debt that is not tax-exempt. The Bonds also have a longer term than other available financings and may either be repaid or assumed by a buyer at the buyer's option. As a result of these advantageous terms, the financing provided by the PID is the most beneficial means of financing the Authorized Improvements.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

Each owner of the Assessed Property will ratify, confirm, accept, agree to and approve: (i) the determinations and finding by the City Council as to the special benefits described in this Service and Assessment Plan and the Assessment Ordinance; (ii) the Service and Assessment Plan and the Assessment Ordinance, and (iii) the levying of Assessments on the Assessed Property. Use of the Assessed Property as described in this Service and Assessment Plan and as authorized by the PID Act requires that Authorized Improvements be acquired, constructed, installed, and/or improved. Funding the Actual Costs of the Authorized Improvements through the PID has been determined by the City Council to be the most beneficial means of doing so. As a result, the Authorized Improvements result in a special benefit to the Assessed Property, and this special benefit exceeds the amount of the Assessment. This conclusion is based on and supported by the evidence, information, and testimony provided to the City Council.

In summary, the Authorized Improvements result in a special benefit to the Assessed Property for the following reasons:

1. The Authorized Improvements are being provided specifically for the use of the Assessed Property, are necessary for the proposed best use of the property and provide a special benefit to the Assessed Property as a result;

2. The Developer has consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and the Developer is acting in its interest by consenting to this imposition;

3. The Authorized Improvements are required for the highest and best use of the property;

4. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);

5. Financing of the costs of the Authorized Improvement through the PID is determined to be the most beneficial means of providing for the Authorized Improvements; and,

6. As a result, the special benefits to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

C. Allocation of Major Improvement Costs to Assessed Property

The Initial Major Improvements and Additional Major Improvements will provide a special benefit to all property in the PID. Accordingly, the Actual Costs of the Initial Major Improvements and Additional Major Improvements must be allocated to all Assessed Property in the PID. Table V-A summarizes the allocation of Budgeted Costs of the Initial Major Improvements and Additional Major Improvements. The Budgeted Costs shown in Table V-A are estimates and may be revised in Annual Service Plan Updates, but the related Assessment may not be increased.

Phase #1 is projected to contain 358 residential units. As shown in Appendix F, the total Equivalent Units for Phase #1 is calculated as 274.00. The Major Improvement Area is projected to contain 1,806 residential units resulting in a total of 1,504.80 Equivalent Units as shown in Appendix F. The total projected Equivalent Units in the PID is, therefore, calculated to be

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1,778.80 (i.e., 274.00 + 1,504.80 = 1,778.80). As a result, 15.40 percent of the Budgeted Costs of the Initial Major Improvements and Additional Major Improvements (i.e. 274.00 ÷ 1,778.80 = 15.40%) are allocated to the Phase #1 Assessed Property and 84.60 percent of the Budgeted Costs off the Initial Major Improvements and Additional Major Improvements (i.e., 1,504.80÷ 1,778.80 = 84.60%) are allocated to the Major Improvement Area Assessed Property. The Initial Major Improvement Area Bonds will fund the Major Improvement Area's proportionate share of the Budgeted Costs of the Initial Major Improvements and the obligation related to the Additional Major Improvements under the Reimbursement Agreement will reimburse the Developer for the Major Improvement Area's proportionate share of the Budgeted Costs of the Additional Major Improvements. The Phase #1 Bonds will fund Phase #1's proportionate share of the Budgeted Costs of the Initial Major Improvements and the Phase #1 Improvements and the obligation related to the Additional Major Improvements under the Reimbursement Agreement will reimburse the Developer for Phase #1's proportionate share of the Budgeted Costs of the Additional Major Improvements

Table V-A
Allocation of Major Improvement Area Projects

Authorized Improvement	Initial Major Improvements	Additional Major Improvements
Roadway Improvements	$8,036,365	$8,755,343
Water Improvements	$520,974	$831,668
Sanitary Sewer Improvements	$596,674	$437,369
Storm Drainage Improvements	$1,391,540	$3,176,010
Other Soft and Miscellaneous Costs	$1,077,190	$1,906,752
Total Major Improvement Area Projects	**$11,622,743**	**$15,107,142**
Phase #1		
Projected Equivalent Units	274.00	274.00
% of total units	15.40%	15.40%
Proportionate Share of Costs	$1,790,326	$2,327,050
Major Improvement Area		
Projected Equivalent Units	1,504.80	1,504.80
% of total units	84.60%	84.60%
Proportionate Share of Costs	$9,832,417	$12,780,092

D. Assessment Methodology

The costs of the Authorized Improvements may be assessed by the City Council against the Assessed Property so long as the special benefit conferred upon the Assessed Property by the Authorized Improvements equals or exceeds the Assessments. The costs of the Authorized Improvements may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited.

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1. Assessment Methodology for the Major Improvement Area

For purpose of this Service and Assessment Plan, the City Council determined that the costs of the Major Improvement Area Projects shall be allocated to the Major Improvement Area Assessed Property by spreading the entire Assessment for such improvements across the Parcels based on the estimated number of Equivalent Units anticipated to be developed on each Parcel.

Based on the Major Improvement Area's proportional share of the costs of the Initial Major Improvements, as set forth in Table III-A, and the Major Improvement Area's proportional share of the costs of the Additional Major Improvements, as set forth in Table III-B, the City Council has determined that the benefit to Major Improvement Area Assessed Property from the proportional share of Initial Major Improvements and Additional Major Improvements is at least equal to the Assessments levied on the Major Improvement Area Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the estimated Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated Equivalent Units at the time residential Lots are platted to the total estimated Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

The Assessment and Annual Installments for each Parcel or Lot located within the Major Improvement Area is shown on the Major Improvement Area Assessment Roll - Initial Major Improvements and Major Improvement Area - Additional Major Improvements, attached as Appendix G and Appendix H, respectively, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

2. Assessment Methodology for Phase #1

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #1 Projects to be financed with the Phase #1 Bonds, shall be allocated to the Phase #1 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated number of Equivalent Units anticipated to be developed on each Parcel.

Based on the costs of the Phase #1 Projects, as set forth in Table III-C, the City Council has determined that the benefit to Phase #1 Assessed Property from the Phase #1 Projects is at least equal to the Assessments levied on the Phase #1 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the estimated Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated Equivalent Units at the time residential Lots are platted to the total estimated Equivalent Units for Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

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The Assessment and Annual Installments for each Parcel or Lot located within Phase #1 is shown on the Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements Phase #1 Assessment Roll - Additional Major Improvements, attached as Appendix I and Appendix J, respectively, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

3. Assessment Methodology for Future Improvement Areas

When any given Future Phase is developed, this Service and Assessment Plan will be amended to determine the assessment methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited within that Phase.

E. ASSESSMENTS

The Assessments for the Initial Major Improvement Area Bonds and the Phase #1 Bonds will be levied on each Parcel or Lot according to the Major Improvement Area Assessment Roll - Initial Major Improvements, attached as Appendix G, and the Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements, attached as Appendix I, as applicable. The Annual Installments for the Initial Major Improvement Area Bonds, the obligation related to the Additional Major Improvements allocable to the Major Improvement Area under the Reimbursement Agreement, the Phase #1 Bonds, the obligation related to a portion of the Phase #1 Improvements under the Reimbursement Agreement, and the obligation related to the Additional Major Improvements allocable to Phase #1 under the Reimbursement Agreement will be collected on the dates and in the amounts shown on the Major Improvement Area Assessment Roll - Initial Major Improvements; the Major Improvement Area Assessment Roll - Additional Major Improvements; the Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements; and the Phase #1 Assessment Roll - Additional Major Improvements; attached as Appendix G, Appendix H, Appendix I, and Appendix J, respectively, subject to revisions made during an Annual Service Plan Update. Non-Benefited Property will not be subject to any Assessments.

See Appendix F for Assessment per unit, leverage, and estimated tax rate equivalent calculation details.

F. ADMINISTRATIVE EXPENSES

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of Assessment levied against the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on each Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

G. ADDITIONAL INTEREST RESERVE

Pursuant to the PID Act, the interest rate for Assessments which secure a series of Bonds may exceed the actual interest rate per annum paid on the related Bonds by no more than one half of one percent (0.50%) (the "Additional Interest"). The interest rate used to determine the Assessments securing the Initial Major Improvement Area Bonds and the Phase #1 Bonds is one

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half of one percent (0.50%) per annum higher than the actual rate paid on the Bonds, with the Additional Interest Component of the Annual Installments allocated to fund a reserve to be used for paying interest associated with a prepayment and to offset any possible delinquency related costs (the "Additional Interest Reserve"). The Additional Interest Reserve shall be funded until it reaches 5.50% of the outstanding Bonds unless otherwise stipulated in the Bond documents. Once the Additional Interest Reserve is funded in full, the City may allocate the Additional Interest Component of the Annual Installments as provided in the applicable Trust Indenture. No Additional Interest will be collected from Assessments that do not secure a series of Bonds.

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VI. TERMS OF THE ASSESSMENTS

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN THE MAJOR IMPROVEMENT AREA

The Annual Installments shall be collected from Major Improvement Area Assessed Property in an amount sufficient to (i) pay principal and interest on the Initial Major Improvement Area Bonds, (ii) pay principal and interest on the obligation related to the Major Improvement Area's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement, (iii) to fund the Additional Interest Reserve for the Initial Major Improvements Area Bonds as described in Section V, and (iv) to pay Administrative Expenses related to the Major Improvement Area. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest applicable to the Parcel.

B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #1

The Annual Installments shall be collected from Phase #1 Assessed Property in an amount sufficient to (i) pay principal and interest on the Phase #1 Bonds, (ii) pay principal and interest for the portion of the Phase #1 Improvements under the Reimbursement Agreement (iii) pay principal and interest on Phase #1's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement, (iv) to fund the Additional Interest Reserve for the Phase #1 Bonds as described in Section V, and (v) to pay Administrative Expenses related to Phase #1. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest applicable to the Parcel.

C. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN FUTURE PHASES

As Future Phases are developed, this Service and Assessment Plan will be amended to determine the Assessment and Annual Installments for each Assessed Property located within the Future Phases (e.g., an Appendix will be added as the Assessment Roll for Phase #2, etc.). The Assessments shall not exceed the benefit received by the Assessed Property.

D. REALLOCATION OF ASSESSMENTS

1. Subdivision

Upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be reallocated among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

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Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel
B = the Assessment for the Parcel prior to subdivision
C = the estimated number of Equivalent Units to be built on each new subdivided Parcel
D = the sum of the estimated number of Equivalent Units to be built on all of the new subdivided Parcels

The calculation of the estimated number of Equivalent Units to be built on a Parcel shall be performed by the Administrator and confirmed by the City Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of Equivalent Units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

The sum of the Assessments for all newly subdivided Parcels shall equal the Assessment for the Parcel prior to subdivision. The calculation shall be made separately for each newly subdivided Parcel. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

2. Consolidation

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to consolidation. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

E. MANDATORY PREPAYMENT OF ASSESSMENTS

1. If a Parcel subject to Assessments is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel subject to Assessments to become Non-Benefited Property, the owner of such Parcel shall pay to the City the full amount of the principal portion of the Assessment on such Parcel, plus all Prepayment Costs, prior to any such transfer or act.

2. If at any time the Assessment per Unit on a Parcel of the Phase #1 Assessed Property exceeds the applicable Phase#1 Maximum Assessment per Unit calculated in this Service and Assessment Plan as a result of any changes in land use, subdivision, consolidation or reallocation of the Assessment authorized by this Service and Assessment Plan and initiated by the owner of the Parcel, then such owner shall pay to the City prior to the recordation of the document subdividing the Parcel the amount calculated by the Administrator by which the

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Assessment per Unit for the Parcel exceeds the applicable Phase #1 Maximum Assessment per Unit calculated in this Service and Assessment Plan.

3. The payments required above shall be treated the same as any Assessment that is due and owing under the PID Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the PID Act.

F. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with a series of Bonds have been completed and Actual Costs for such Authorized Improvements are less than the Actual Costs of the Authorized Improvements used to calculate the Assessments securing such series of Bonds, resulting in excess Bond proceeds being available to redeem Bonds of such series, and such excess Bond proceeds shall be applied to redeem Bonds as provided in the Indenture, then the Assessment securing such series of Bonds for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the actual reduced Actual Costs. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.

2. If all the Authorized Improvements are not undertaken, resulting in excess Bond proceeds being available to redeem Bonds, and such excess Bond proceeds shall be applied to redeem Bonds as provided in the Indenture, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the City Council to reflect only the amounts required to repay the Bonds, including interest on the Bonds and Administrative Expenses. The City Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on number of units, if determined by the City Council to be the most fair and practical means of reducing the Assessments for each Parcel, such that the sum of the resulting reduced Assessments equals the amount required to repay the Bonds, including interest on the Bonds and Administrative Expenses. The principal portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced principal portion of the Bonds is equal to the outstanding principal amount of the Bonds.

G. PAYMENT OF ASSESSMENTS

1. Payment in Full

(a) The Assessment for any Parcel may be paid in full at any time. Such payment shall include all Prepayment Costs. If prepayment in full will result in redemption of Bonds, the payment amount shall be reduced by the amount, if any, of interest through the date of redemption of Bonds and

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reserve funds applied to the redemption under the Trust Indenture, net of any other costs applicable to the redemption of Bonds.

(b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount.

(c) Upon payment in full of the Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the Trust Indenture; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate.

(d) At the option of the owner, the Assessment on any Parcel plus Prepayment Costs may be paid in part in an amount sufficient to allow for a convenient redemption of Bonds as determined by the Administrator. Upon the payment of such amounts for a Parcel, the Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial payment is made.

2. Payment in Annual Installments

Each Assessment for the Major Improvement Area shall be paid with interest based on the actual interest rate paid on the Initial Major Improvement Area Bonds and the obligation related to the Major Improvement Area's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement, respectively. The Major Improvement Area Assessment Roll - Initial Major Improvements sets forth for each year the Annual Installment for each Parcel based on an interest rate of 4.75% on the Initial Major Improvement Area Bonds, and an additional interest at the rate of 0.5% for Additional Interest Reserve. Interest on the obligation related to the Additional Major Improvements under the Reimbursement Agreement shall be paid based on an interest rate of 4.50% per annum for years 1 through 5 and 4.50% per annum following the fifth Annual Installment in accordance with the Reimbursement Agreement. Each Assessment shall be paid at a rate not to exceed five hundred basis points above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the establishment of the Assessments and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the City is the Bond Buyer Index for which the highest average rate during October 2021 was 2.50%. Furthermore, the Annual Installments may not exceed the amounts shown on the Major Improvement Area Assessment Roll - Initial Major Improvements or the Major Improvement Area Assessment Roll - Additional Major Improvements. The Major Improvement Area Assessment Roll - Initial Major Improvements, attached as Appendix G, have been updated with the actual interest rates on the Initial Major Improvement Area Bonds and the Major Improvement Area Assessment Roll - Additional Major Improvements, attached as Appendix H, has been updated with the actual interest rates under the Reimbursement Agreement.

Each Assessment for Phase #1 shall be paid with interest based on the actual interest rate paid on the Phase #1 Bonds and the obligation related to the remaining portion of Phase #1 Improvements and Phase #1's pro-rata share of the costs of the Additional Major Improvements under the

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Reimbursement Agreement, respectively. The Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements sets forth for each year the Annual Installment for each Parcel based on an interest rate of 4.75% on the Phase #1 Bonds, and an additional interest at the rate of 0.5% for Additional Interest Reserve. Interest on the obligation related to the remaining portion of Phase #1 Improvements and the Additional Major Improvements under the Reimbursement Agreement shall be paid based on an interest rate of 4.50% per annum for years 1 through 5 and 4.50% per annum following the fifth Annual Installment in accordance with the Reimbursement Agreement. Each Assessment shall be paid at a rate not to exceed five hundred basis points above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the establishment of the Assessments and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the City is the Bond Buyer Index for which the highest average rate during October 2021 was 2.50%. Furthermore, the Annual Installments may not exceed the amounts shown on the Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements or the Phase #1 Assessment Roll - Additional Major Improvements. The Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements, attached as Appendix I, has been updated with the actual interest rates on the Phase #1 Bonds and the Phase #1 Assessment Roll - Additional Major Improvements, attached as Appendix J, has been updated with the actual interest rates under the Reimbursement Agreement.

The Annual Installments shall be reduced to equal the actual costs of repaying the obligations and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

The City reserves and shall have the right and option to refund the Bonds in accordance with Section 372.027 of the PID Act. In the event of such refunding, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installments so that total Annual Installments of Assessments will be produced in annual amounts that are required to pay the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute Bonds for purposes of this Service and Assessment Plan.

H. COLLECTION OF ANNUAL INSTALLMENTS

No less frequently than annually, the Administrator shall prepare, and the City Council shall consider, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Each Annual Installment shall be reduced by any credits applied under the applicable Trust Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, including any existing deposits to a prepayment reserve. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case

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of delinquencies as are provided for ad valorem taxes of the City. The City Council may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the PID Act.

Any sale of property for nonpayment of the Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such property as they become due and payable.

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be calculated as of September 1 and updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the Initial Major Improvement Area Bonds and the Phase #1 Bonds will be due when billed and will be delinquent if not paid prior to February 1, 2023.

The collection of the first Annual Installment from any Lot or Parcel for the Major Improvement Area Assessments - Initial Major Improvements shall commence upon the earlier of: (i) with tax bills sent the first October after issuance of the Initial Major Improvement Area Bonds secured by the Major Improvement Area Assessed Property, or (ii) with tax bills sent the first October following the second anniversary of the levy of Assessments of the Major Improvement Area Assessments - Initial Major Improvements such that all Assessments in the applicable Phase begin collection immediately after the expiration of such two year period. Such first Annual Installment for a Major Improvement Area Lot or Parcel for which collection has begun, shall be due by January 31st of the following calendar year.

The collection of the first Annual Installment from any Lot or Parcel for the Major Improvement Area Assessments - Additional Major Improvements shall commence upon the earlier of: (i) with tax bills sent the first October after issuance of any Bonds secured by the Major Improvement Area Reimbursement Agreement Obligation for Additional Major Improvements, or (ii) with tax bills sent the first October following the second anniversary of the levy of Assessments of the Major Improvement Area Assessments - Additional Major Improvements such that all Assessments in the applicable Phase begin collection immediately after the expiration of such two year period. Such first Annual Installment for a Major Improvement Area Lot or Parcel for which collection has begun, shall be due by January 31st of the following calendar year.

The collection of the first Annual Installment from any Lot or Parcel for the Phase #1 Assessments - Phase #1 Improvements and Initial Major Improvements shall commence upon the earlier of: (i) with tax bills sent the first October after issuance of the Phase #1 Bonds secured by the Phase #1 Assessed Property, or (ii) with tax bills sent the first October following the second anniversary of the levy of Assessments of the Phase #1 Assessments - Phase #1 Improvements and Initial Major Improvements such that all Assessments in the applicable Phase begin collection immediately after the expiration of such two year period. Such first Annual Installment for a Phase #1 Lot or Parcel for which collection has begun, shall be due by January 31st of the following calendar year.

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The collection of the first Annual Installment from any Lot or Parcel for the Phase #1 Assessments - Additional Major Improvements shall commence upon the earlier of: (i) with tax bills sent the first October after issuance of any Bonds secured by the Phase #1 Reimbursement Agreement Obligation for Additional Major Improvements, or (ii) with tax bills sent the first October following the second anniversary of the levy of Assessments of the Phase #1 Assessments - Additional Major Improvements such that all Assessments in the applicable Phase begin collection immediately after the expiration of such two year period. Such first Annual Installment for a Phase #1 Major Lot or Parcel for which collection has begun, shall be due by January 31st of the following calendar year.

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VII. THE ASSESSMENT ROLL

A. MAJOR IMPROVEMENT AREA ASSESSMENT ROLLS

The City Council has evaluated each Parcel within the Major Improvement Area (based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner Association Property, the Public Property, the types of public improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within The Major Improvement Area.

The Major Improvement Area Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Major Improvement Area Projects being constructed at this time. Table VII-A summarizes the $26,030,092 in special benefit received by the Major Improvement Area Assessed Property from the Major Improvement Area Projects being constructed at this time, a portion of the costs of the PID formation, and the Initial Major Improvement Area Bond issuance costs. The par amount of the Initial Major Improvement Area Bonds and the Assessment amount of the Major Improvement Area reimbursement obligation under the Reimbursement Agreement is $26,030,092, which is equal to the benefit received by the Major Improvement Area Assessed Property from the Major Improvement Area Projects being constructed at this time. Accordingly, the total Assessment to be applied to all the Major Improvement Area Assessed Property is $26,030,092 plus, interest, Additional Interest, and annual Administrative Expenses. The Assessment for each Major Improvement Area Assessed Property is calculated based on the allocation methodologies described in Section V.D. The Major Improvement Area Assessment Roll - Initial Major Improvements is attached hereto as Appendix G and the Major Improvement Area Assessment Roll - Additional Major Improvements is attached as Appendix H. As Phases are developed, this SAP will be amended to identify the specific Authorized Improvements, which may include Authorized Improvements that confer a special benefit to the property inside each new Phase and/or additional Future Major Improvements that benefit all of the Property within the PID; and, the SAP will be amended to update the summary of the special benefits received by the Major Improvement Area Projects to include any Future Major Improvements being undertaken.

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Table VII-A
Major Improvement Area
Special Benefit Summary

Special Benefit	Initial Major Improvement Area Bonds	Major Improvement Area Reimbursement Agreement Obligation for Additional Major Improvements	Total
Initial Major Improvements[1]	$9,832,417	$0	$9,832,417
Additional Major Improvements[2]	$0	$12,780,092	$12,780,092
Total Major Improvement Area Projects	*$9,832,417*	*$12,780,092*	*$22,612,509*
PID Formation/Bond Costs of Issuance:			
Cost of Issuance	$861,908	$0	$861,908
Capitalized interest	$1,258,750	$0	$1,258,750
Reserve Fund	$869,425	$0	$869,425
Administrative Expense	$30,000	$0	$30,000
Underwriters Discount	$397,500	$0	$397,500
PID Formation/Bond Cost of Issuance	*$3,417,583*	*$0*	*$3,417,583*
Total Special Benefit	**$13,250,000**	**$12,780,092**	**$26,030,092**
Special Benefit:			
Total Special Benefit	$13,250,000	$12,780,092	$26,030,092
Assessment	$13,250,000	$12,780,092	$26,030,092
Excess Benefit	**$0**	**$0**	**$0**

[1]See Table III-A for details.
[2]See Table III-B for details.

B. Phase #1 Assessment Rolls

The City Council has evaluated each Parcel in Phase #1 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner Association Property, the Public Property, the types of public improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within Phase#1.

The Phase #1 Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Phase #1 Projects being constructed at this time. Table VII-B summarizes the $14,558,710 in special benefit received by the Phase #1 Assessed Property from the Phase #1 Projects being constructed at this time, a portion of the costs of the PID formation, and the Phase #1 Bond issuance costs. The par amount of the Phase #1 Bonds and the Assessment amount of the Phase #1 reimbursement obligation under the Reimbursement Agreement is $14,558,710, which is equal to the benefit received by the Phase #1 Assessed Property from the Phase #1 Projects being constructed at this time. Accordingly, the total Assessment to be applied to all the Phase #1 Assessed Property is $14,558,710 plus, interest, Additional Interest, and annual Administrative Expenses. The Assessment for each Phase #1 Assessed Property is calculated based on the allocation methodologies described in Section V.D. The Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements is attached hereto as Appendix I and the Phase

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

#1 Assessment Roll - Additional Major Improvements is attached hereto as Appendix J. As Phases are developed, this SAP will be amended to identify the specific Authorized Improvements, which may include Authorized Improvements that confer a special benefit to the property inside each new Phase and/or additional Future Major Improvements that benefit all of the Property within the PID; and, the SAP will be amended to update the summary of the special benefits received by the Phase #1 Projects to include any Future Major Improvements being undertaken.

Table VII-B
Phase #1
Special Benefit Summary

Special Benefit	Phase #1 Bonds	Phase #1 Reimbursement Agreement Obligation for Phase #1 Improvements	Phase #1 Reimbursement Agreement Obligation for Additional Major Improvements	Total
Phase #1 Improvements[1]	$3,795,577	$4,858,659	$0	$8,654,236
Initial Major Improvements[1]	$1,790,326	$0	$0	$1,790,326
Additional Major Improvements[1]	$0	$0	$2,327,050	$2,327,050
Total Phase #1 Projects	*$5,585,903*	*$4,858,659*	*$2,327,050*	*$12,771,612*
PID Formation/Bond Costs of Issuance:				
Cost of Issuance	$445,369	$0	$0	$445,369
Capitalized interest	$599,262	$0	$0	$599,262
Reserve Fund	$491,278	$0	$0	$491,278
Administrative Expense	$30,000	$0	$0	$30,000
Underwriters Discount	$221,190	$0	$0	$221,190
PID Formation/Bond Cost of Issuance	*$1,787,098*	*$0*	*$0*	*$1,787,098*
Total Special Benefit	**$7,373,000**	**$4,858,659**	**$2,327,050**	**$14,558,710**
Special Benefit:				
Total Special Benefit	$7,373,000	$4,858,659	$2,327,050	$14,558,710
Assessment	$7,373,000	$4,858,659	$2,327,050	$14,558,710
Excess Benefit	**$0**	**$0**	**$0**	**$0**

[1]See Table III-C for details.

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Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

C. Future Phases Assessment Roll

As Future Phases are developed, this SAP will be amended to determine the Assessment for each Parcel or Lot located within such Future Phases (e.g. an appendix will be added as the Assessment Roll for Phases).

D. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Major Improvement Area Assessment Roll and Phase #1 Assessment Roll in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the City and permitted by the PID Act: (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI.G of this Service and Assessment Plan.

Once Bonds are issued, the Assessment Rolls shall be updated, which update may be done in the next Annual Service Plan Update, to reflect any changes resulting from the issuance of the Bonds. This update shall reflect the actual interest on the Bonds on which the Annual Installments shall be paid, any reduction in the Assessments, and any revisions in the Actual Costs to be funded by the Bonds and Developer funds.

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Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

The City may elect to designate a third party to serve as Administrator. The City shall notify Developer in writing at least thirty (30) days in advance before appointing a third party Administrator.

To the extent consistent with the PID Act, an owner of an Assessed Parcel claiming that a calculation error has been made in the Assessment Roll(s), including the calculation of the Annual Installment, shall send a written notice describing the error to the City not later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Parcel owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Parcel owner, such change or modification shall be presented to the City Council for approval to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Parcel owner (except for the final year during which the Annual Installment shall be collected or if it is determined there are sufficient funds to meet the expenses of the PID for the current year), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to the City Council. Any amendments made to the Assessment Roll(s) pursuant to calculation errors shall be made pursuant to the PID Act.

The decision of the Administrator, or if such decision is appealed to the City Council, the decision of the City Council shall be conclusive as long as there is a reasonable basis for such determination. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to any other appeal or legal action by such owner.

B. TERMINATION OF ASSESSMENTS

Each Assessment shall be extinguished on the date the Assessment is paid in full, including unpaid Annual Installments and Delinquent Collection Costs, if any. After the extinguishment of an Assessment and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the owner of the affected Parcel a recordable "Notice of the PID Assessment Termination".

C. AMENDMENTS

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

The City Council reserves the right to the extent permitted by the PID Act to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of Parcels:(i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; and (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, collection costs, and other charges imposed by the Service and Assessment Plan.

D. Administration and Interpretation of Provisions

The City Council shall administer the PID, this Service and Assessment Plan, and all Annual Service Plan Updates consistent with the PID Act and shall make all interpretations and determinations related to the application of this Service and Assessment Plan unless stated otherwise herein or in the Trust Indenture, such determination shall be conclusive.

E. Severability

If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan or the application of same to an assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service and Assessment Plan or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Service and Assessment Plan that no part hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this Service and Assessment Plan are declared to be severable for that purpose.

If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

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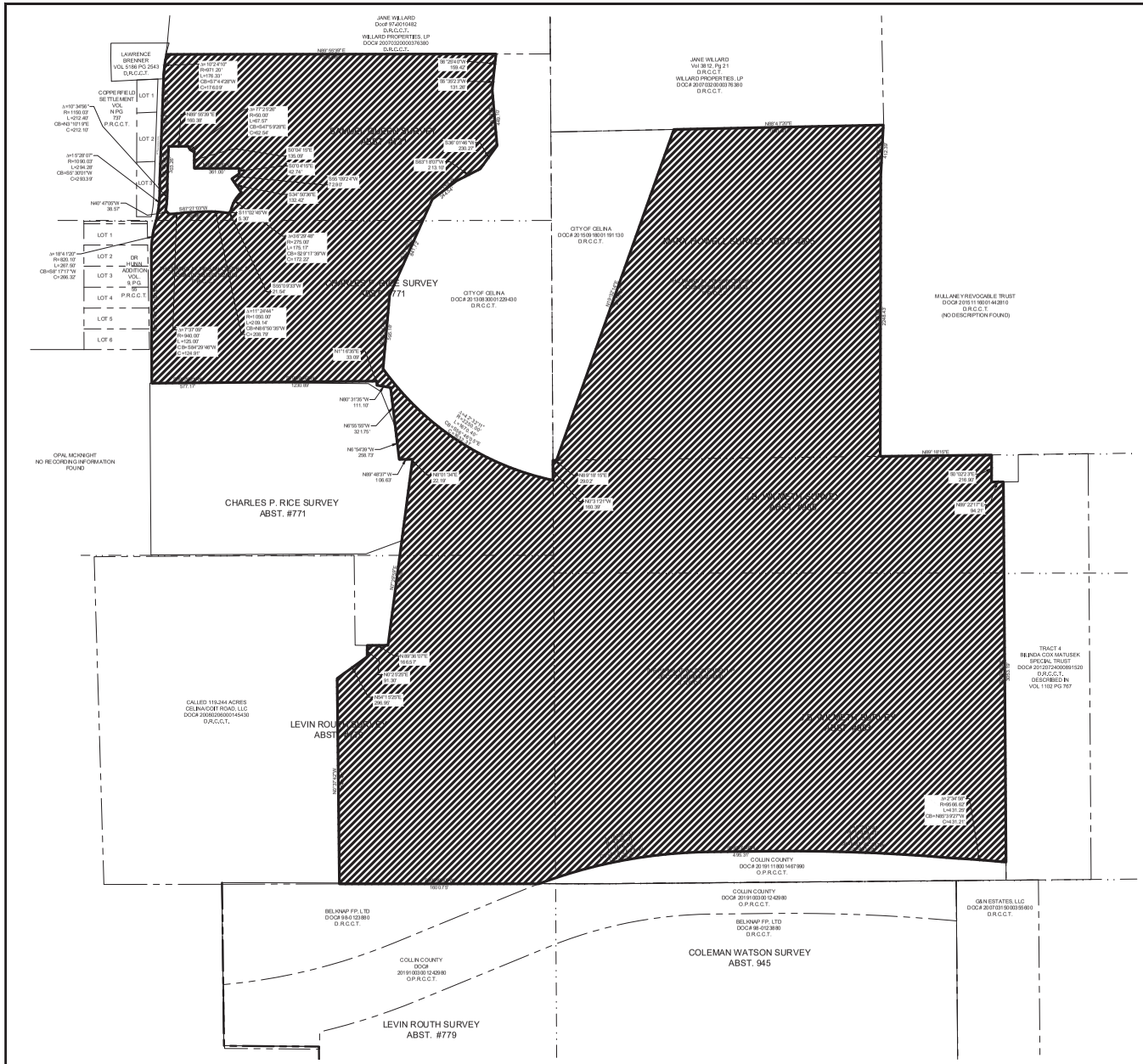
Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

APPENDIX A
PID MAP

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)


JANE WILLARD
Doc# 97-20010482
D.R.C.C.T.
WILLARD PROPERTIES, LP
DOC# 20070320000376380
D.R.C.C.T.
LAWRENCE BRENNER
VOL 5188 PG 2543
D.R.C.C.T.
COPPERFIELD SETTLEMENT
VOL N PG 737
P.R.C.C.T.
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
DR HUNN ADDITION
VOL B PG 85
P.R.C.C.T.
MARIAN HOWELL SURVEY
ABST. #395
CHARLES P. RICE SURVEY
ABST. #771
CITY OF CELINA
DOC# 20150918001191130
D.R.C.C.T.
CITY OF CELINA
DOC# 20130830001229390
D.R.C.C.T.
JANE WILLARD
Vol 38 I2, Pg 21
D.R.C.C.T.
WILLARD PROPERTIES, LP
DOC# 20070320000376380
D.R.C.C.T.
MULLANEY REVOCABLE TRUST
DOC# 20151118001442810
D.R.C.C.T.
(NO DESCRIPTION FOUND)
OPAL MCKNIGHT
NO RECORDING INFORMATION FOUND
CHARLES P. RICE SURVEY
ABST. #771
J.B. WILMETH SURVEY
ABST. #985
TRACT 4
BLINDA COX MATUSEK SPECIAL TRUST
DOC# 20120724000891520
D.R.C.C.T.
DESCRIBED IN
VOL 1102 PG 767
CALLED 119.244 ACRES
CELINA/COIT ROAD, LLC
DOC# 20090826000145430
D.R.C.C.T.
LEVIN ROUTH SURVEY
ABST. #779
J.B. WILMETH SURVEY
ABST. #985
COLLIN COUNTY
DOC# 20191003001242980
O.P.R.C.C.T.
BELKNAP FP, LTD
DOC# 98-0123680
D.R.C.C.T.
COLEMAN WATSON SURVEY
ABST. 945
LEVIN ROUTH SURVEY
ABST. #779
G&N ESTATES, LLC
DOC# 20070319000356600
D.R.C.C.T.
BELKNAP FP, LTD
DOC# 94-0123680
D.R.C.C.T.
COLLIN COUNTY
DOC# 20191003001242980
O.P.R.C.C.T.
COLLIN COUNTY
DOC# 20191118001467990
O.P.R.C.C.T.
N89°18'10"E
2643.53'
S89°18'10"W
2643.53'
N89°18'10"E
1320.76'
S89°18'10"W
1320.76'
N89°18'10"E
1322.77'
S89°18'10"W
1322.77

APPENDIX B
ESTIMATED COSTS OF AUTHORIZED IMPROVEMENTS

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

SUMMARY - MAJOR IMPROVEMENTS

Kimley»Horn

OPINION OF PROBABLE COST

PROJECT NAME:	**Parks at Wilson Creek**	LOTS: 2164		DATE: SEPTEMBER 2021	
CITY:	**Celina, Texas**	LF STREET: 117470		CREATED BY: JCR	
JOB NUMBER:	**063234200**	NET ACRES:		CHECKED BY: JCR	
		GROSS ACRES: 652.3		REVISED BY: JCR	

MAJOR IMPROVEMENTS

	PID PORTION	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7	Phase 8
		PID Portion	PID Portion	PID Portion	PID Portion	PID Portion	PID Portion	PID Portion	PID Portion
ROAD IMPROVEMENTS	**$21,102,197.58**	$8,036,364.59	$2,961,903.23	$3,055,695.53	$1,802,923.35	$934,820.57	$1,355,144.73	$2,719,211.98	$236,133.6
WATER DISTRIBUTION SYSTEM IMPROVEMENTS	**$1,605,476.77**	$520,974.21	$284,857.67	$165,391.80	$274,254.70	$107,164.09	$196,671.39	$0.00	$56,162.9
SANITARY SEWER IMPROVEMENTS	**$2,145,975.75**	$596,674.16	$368,519.89	$68,848.91	$0.00	$0.00	$1,111,932.79	$0.00	$0.0
STORM DRAIN IMPROVEMENTS	**$5,550,981.30**	$1,391,539.99	$1,270,032.59	$997,756.32	$412,796.68	$495,424.89	$776,366.49	$207,064.32	$0.0
SOFT COSTS	**$4,048,680.54**	$1,077,189.97	$701,497.42	$565,829.89	$367,142.46	$272,281.96	$490,307.36	$451,855.95	$122,575.5
CONSTRUCTION COSTS:	**$34,453,311.94**	**$11,622,742.93**	**$5,586,810.80**	**$4,853,522.46**	**$2,857,117.19**	**$1,809,691.51**	**$3,930,422.77**	**$3,378,132.25**	**$414,872.0**

NOTES:

- ROAD IMPROVEMENTS INCLUDE EXCAVATION, PAVING, STREET LIGHTS & SIGNS
- STORM DRAIN IMPROVEMENTS INCLUDE RETAINING WALLS
- SOFT COSTS INCLUDE MISCELLANEOUS, MAINTENANCE BONDS, PLATTING, ENGINEERING, AND STAKING

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

PH1 DIRECT

Kimley»Horn

OPINION OF PROBABLE COST

PROJECT NAME:	**Parks at Wilson Creek**	LOTS:	358	DATE:	SEPTEMBER 2021
CITY:	**Celina, Texas**	LF STREET:	13,635	CREATED BY:	JCR
JOB NUMBER:	**063234200**	NET ACRES:	111.6	CHECKED BY:	JCR
		GROSS ACRES:	18.2	REVISED BY:	JCR

SUMMARY

A. EXCAVATION	**$188,429.00**
B. SANITARY SEWER SYSTEM	**$979,387.09**
C. STORM SEWER SYSTEM	**$1,021,741.98**
D. WATER DISTRIBUTION SYSTEM	**$1,303,351.70**
E. STREET PAVING	**$3,580,758.83**
F. RETAINING WALLS	**$0.00**
G. MISCELLANEOUS ITEMS	**$293,467.65**

SUB-TOTAL:		$7,367,136.24
MAINTENANCE BONDS:	2%	$137,704.79
PLATTING, PERMITTING, ENGINEERING AND STAKING:	10%	$707,366.86
CONTINGENCIES:	6%	$442,028.17
TOTAL CONSTRUCTION COSTS:		**$8,654,236.06**

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

APPENDIX C-1
LEGAL DESCRIPTION

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

Legal Description of the Property
(approximately 646.967 acres)

FIELD NOTE DESCRIPTION
652.282 ACRES

BEING a tract of land situated in the Samuel Queen Survey, Abstract Number 731, the Charles P. Rice Survey, Abstract Number 771, the Mary Howell Survey, Abstract Number 395, the J.B. Wilmeth Survey, Abstract Number 985, the J.B. Wilmeth Survey, Abstract Number 983 and the Levin Routh Survey, Abstract Number 779, Collin County, Texas and being all that tract of land conveyed to the City of Celina, according to the document filed of record in described in Document Number 20150918001191130, Deed Records Collin County, Texas (D.R.C.C.T.) a portion of those tracts of land conveyed to The Parks At Wilson Creek, L.P., according to the document filed of record in Document Number 20150916001178630 and Document Number 20130830001229380, (D.R.C.C.T.) and being more particularly described as follows:

BEGINNING at a point for the northwest corner of said The Parks At Wilson Creek, L.P. tract recorded in Document Number 20130830001229380 (D.R.C.C.T.);

THENCE North 89°55'39" East, a distance of 2644.88 feet to a point for corner;

THENCE South 6°25'40" West, a distance of 159.42 feet to a point for corner;

THENCE South 5°35'23" West, a distance of 131.26 feet to a point for corner;

THENCE South 4°57'45" East, a distance of 449.10 feet to a point for corner;

THENCE South 36°01'46" West, a distance of 230.27 feet to a point for corner;

THENCE South 63°18'07" West, a distance of 213.10 feet to a point for corner;

THENCE South 52°44'48" West, a distance of 244.54 feet to a point for corner;

THENCE South 23°59'18" West, a distance of 841.72 feet to a point for corner;

THENCE South 5°05'42" West, a distance of 595.18 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 42°32'11", a radius of 2250.00 feet, a chord bearing and distance of South 56°46'05" East, 1632.31 feet;

THENCE with said curve to the left, an arc distance of 1670.40 feet to a point for corner;

THENCE North 0°31'21" West, a distance of 160.39 feet to a point for corner;

THENCE North 89°18'15" East, a distance of 29.02 feet to a point for corner;

THENCE North 19°32'14" East, a distance of 2818.61 feet to a point for corner;

THENCE North 88°47'20" East, a distance of 1681.37 feet to a point for corner;

THENCE South 2°52'44" West, a distance of 412.39 feet to a point for corner;

THENCE South 0°06'08" West, a distance of 2248.43 feet to a point for corner;

THENCE North 89°18'15" East, a distance of 894.18 feet to a point for corner;

THENCE South 0°02'23" East, a distance of 216.90 feet to a point for corner;

THENCE North 89°22'17" East, a distance of 94.21 feet to a point for corner;

THENCE South 0°24'10" East, a distance of 3053.19 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 2°34'58", a radius of 9566.62 feet, a chord bearing and distance of North 85°39'27" West, 431.21 feet;

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

THENCE with said curve to the left, an arc distance of 431.25 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 5°36'34", a radius of 14829.57 feet, a chord bearing and distance of North 87°48'35" West, 1451.28 feet;

THENCE with said curve to the left, an arc distance of 1451.86 feet to a point for corner;

THENCE South 89°23'08" West, a distance of 495.31 feet to a point at the beginning of a tangent curve to the left having a central angle of 19°55'13", a radius of 4045.01 feet, a chord bearing and distance of South 79°25'28" West, 1399.27 feet;

THENCE with said curve to the left, an arc distance of 1406.35 feet to a point for corner;

THENCE South 89°59'30" West, a distance of 1600.75 feet to a point for corner;

THENCE North 0°37'42" West, a distance of 1649.41 feet to a point for corner;

THENCE North 54°15'25" East, a distance of 296.95 feet to a point for corner;

THENCE North 0°25'25" East, a distance of 91.30 feet to a point for corner;

THENCE North 89°36'07" East, a distance of 166.57 feet to a point for corner;

THENCE North 7°29'59" East, a distance of 1483.88 feet to a point for corner;

THENCE North 8°01'34" East, a distance of 22.19 feet to a point for corner;

THENCE North 89°48'37" West, a distance of 106.63 feet to a point for corner;

THENCE North 6°54'39" West, a distance of 258.73 feet to a point for corner;

THENCE North 6°55'55" West, a distance of 321.75 feet to a point for corner;

THENCE North 80°31'35" West, a distance of 111.10 feet to a point for corner;

THENCE North 1°16'35" East, a distance of 33.09 feet to a point for corner;

THENCE South 89°28'59" West, a distance of 1230.89 feet to a point for corner;

THENCE South 89°28'21" West, a distance of 577.17 feet to a point for corner;

THENCE North 0°10'48" West, a distance of 1043.00 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 18°41'20", a radius of 820.10 feet, a chord bearing and distance of North 8°17'17" East, 266.32 feet;

THENCE with said curve to the right, an arc distance of 267.50 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 15°28'07", a radius of 1090.03 feet, a chord bearing and distance of North 5°30'01" East, 293.39 feet;

THENCE with said curve to the left, an arc distance of 294.28 feet to a point for corner;

THENCE North 2°06'44" East, a distance of 867.17 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 10°24'10", a radius of 971.20 feet, a chord bearing and distance of North 7°44'28" East, 176.09 feet;

THENCE with said curve to the right, an arc distance of 176.33 feet to the **POINT OF BEGINNING** and containing 652.282 acres or 28,413,384 square feet of land.

SAVE AND EXCEPT the following described 5.315 acre tract of land.

SAVE AND EXCEPT:
5.315 ACRES

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

BEING a tract of land situated in the Samuel Queen Survey, Abstract Number 731 and the Charles P. Rice Survey, Abstract Number 771, City of Celina, Collin County, Texas and being a portion of that tract of land conveyed to The Parks at Wilson Creek, L.P., according to the document filed of record in Document Number 20130830001229380, Deed Record Collin County, Texas and being more particularly described as follows:

BEGINNING at a point for the northwest corner of this tract from which the northwest corner of said The Parks At Wilson Creek, L.P. tract recorded in Document Number 20130830001229380 (D.R.C.C.T.) same being the northwest corner of the above described 646.9668 acre tract bears North 01°12'23" West, 738.14 feet;

THENCE North 89°55'39" East, a distance of 160.38 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 77°25'26", a radius of 50.00 feet, a chord bearing and distance of South 47°59'28" East, 62.54 feet;

THENCE with said curve to the left, an arc distance of 67.57 feet to a point for corner;

THENCE South 0°04'15" East, a distance of 135.09 feet to a point for corner;

THENCE North 89°55'39" East, a distance of 361.00 feet to a point for corner;

THENCE South 0°04'15" East, a distance of 42.74 feet to a point for corner;

THENCE South 55°09'24" West, a distance of 72.90 feet to a point for corner;

THENCE South 34°50'36" East, a distance of 132.42 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 36°29'48", a radius of 275.00 feet, a chord bearing and distance of South 29°17'39" West, 172.22 feet;

THENCE with said curve to the left, an arc distance of 175.17 feet to a point for corner;

THENCE South 11°02'45" West, a distance of 5.30 feet to a point for corner;

THENCE South 55°09'33" West, a distance of 21.54 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 11°24'44", a radius of 1050.00 feet, a chord bearing and distance of North 86°50'35" West, 208.79 feet;

THENCE with said curve to the left, an arc distance of 209.14 feet to a point for corner;

THENCE South 87°27'03" West, a distance of 145.99 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 7°37'09", a radius of 940.00 feet, a chord bearing and distance of South 84°29'46" West, 124.91 feet;

THENCE with said curve to the right, an arc distance of 125.00 feet to a point for corner;

THENCE North 40°47'05" West, a distance of 38.57 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 10°34'56", a radius of 1150.03 feet, a chord bearing and distance of North 3°10'19" East, 212.10 feet;

THENCE with said curve to the left, an arc distance of 212.40 feet to a point for corner;

THENCE North 2°06'44" East, a distance of 303.26 feet to the **POINT OF BEGINNING** and containing 5.315 acres or 231,511 square feet of land, more or less.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

APPENDIX C-2
LEGAL DESCRIPTION - MAJOR IMPROVEMENT AREA

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

METES AND BOUNDS DESCRIPTION
The Parks at Wilson Creek - Major Improvement Area
(approx. 537.7543 acres)

FIELD NOTE DESCRIPTION

652.282 ACRES

BEING a tract of land situated in the Samuel Queen Survey, Abstract Number 731, the Charles P. Rice Survey, Abstract Number 771, the Mary Howell Survey, Abstract Number 395, the J.B. Wilmeth Survey, Abstract Number 985, the J.B. Wilmeth Survey, Abstract Number 983 and the Levin Routh Survey, Abstract Number 779, Collin County, Texas and being all that tract of land conveyed to the City of Celina, according to the document filed of record in described in Document Number 20150918001191130, Deed Records Collin County, Texas (D.R.C.C.T.) a portion of those tracts of land conveyed to The Parks At Wilson Creek, L.P., according to the document filed of record in Document Number 20150916001178630 and Document Number 20130830001229380, (D.R.C.C.T.) and being more particularly described as follows:

BEGINNING at a point for the northwest corner of said The Parks At Wilson Creek, L.P. tract recorded in Document Number 20130830001229380 (D.R.C.C.T.);

THENCE North 89°55'39" East, a distance of 2644.88 feet to a point for corner;

THENCE South 6°25'40" West, a distance of 159.42 feet to a point for corner;

THENCE South 5°35'23" West, a distance of 131.26 feet to a point for corner;

THENCE South 4°57'45" East, a distance of 449.10 feet to a point for corner;

THENCE South 36°01'46" West, a distance of 230.27 feet to a point for corner;

THENCE South 63°18'07" West, a distance of 213.10 feet to a point for corner;

THENCE South 52°44'48" West, a distance of 244.54 feet to a point for corner;

THENCE South 23°59'18" West, a distance of 841.72 feet to a point for corner;

THENCE South 5°05'42" West, a distance of 595.18 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 42°32'11", a radius of 2250.00 feet, a chord bearing and distance of South 56°46'05" East, 1632.31 feet;

THENCE with said curve to the left, an arc distance of 1670.40 feet to a point for corner;

THENCE North 0°31'21" West, a distance of 160.39 feet to a point for corner;

THENCE North 89°18'15" East, a distance of 29.02 feet to a point for corner;

THENCE North 19°32'14" East, a distance of 2818.61 feet to a point for corner;

THENCE North 88°47'20" East, a distance of 1681.37 feet to a point for corner;

THENCE South 2°52'44" West, a distance of 412.39 feet to a point for corner;

THENCE South 0°06'08" West, a distance of 2248.43 feet to a point for corner;

THENCE North 89°18'15" East, a distance of 894.18 feet to a point for corner;

THENCE South 0°02'23" East, a distance of 216.90 feet to a point for corner;

THENCE North 89°22'17" East, a distance of 94.21 feet to a point for corner;

THENCE South 0°24'10" East, a distance of 3053.19 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 2°34'58", a radius of 9566.62 feet, a chord bearing and distance of North 85°39'27" West, 431.21 feet;

THENCE with said curve to the left, an arc distance of 431.25 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 5°36'34", a radius of 14829.57 feet, a chord bearing and distance of North 87°48'35" West, 1451.28 feet;

THENCE with said curve to the left, an arc distance of 1451.86 feet to a point for corner;

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THENCE South 89°23'08" West, a distance of 495.31 feet to a point at the beginning of a tangent curve to the left having a central angle of 19°55'13", a radius of 4045.01 feet, a chord bearing and distance of South 79°25'28" West, 1399.27 feet;

THENCE with said curve to the left, an arc distance of 1406.35 feet to a point for corner;

THENCE South 89°59'30" West, a distance of 1600.75 feet to a point for corner;

THENCE North 0°37'42" West, a distance of 1649.41 feet to a point for corner;

THENCE North 54°15'25" East, a distance of 296.95 feet to a point for corner;

THENCE North 0°25'25" East, a distance of 91.30 feet to a point for corner;

THENCE North 89°36'07" East, a distance of 166.57 feet to a point for corner;

THENCE North 7°29'59" East, a distance of 1483.88 feet to a point for corner;

THENCE North 8°01'34" East, a distance of 22.19 feet to a point for corner;

THENCE North 89°48'37" West, a distance of 106.63 feet to a point for corner;

THENCE North 6°54'39" West, a distance of 258.73 feet to a point for corner;

THENCE North 6°55'55" West, a distance of 321.75 feet to a point for corner;

THENCE North 80°31'35" West, a distance of 111.10 feet to a point for corner;

THENCE North 1°16'35" East, a distance of 33.09 feet to a point for corner;

THENCE South 89°28'59" West, a distance of 1230.89 feet to a point for corner;

THENCE South 89°28'21" West, a distance of 577.17 feet to a point for corner;

THENCE North 0°10'48" West, a distance of 1043.00 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 18°41'20", a radius of 820.10 feet, a chord bearing and distance of North 8°17'17" East, 266.32 feet;

THENCE with said curve to the right, an arc distance of 267.50 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 15°28'07", a radius of 1090.03 feet, a chord bearing and distance of North 5°30'01" East, 293.39 feet;

THENCE with said curve to the left, an arc distance of 294.28 feet to a point for corner;

THENCE North 2°06'44" East, a distance of 867.17 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 10°24'10", a radius of 971.20 feet, a chord bearing and distance of North 7°44'28" East, 176.09 feet;

THENCE with said curve to the right, an arc distance of 176.33 feet to the **POINT OF BEGINNING** and containing 652.282 acres or 28,413,403 square feet of land. **Save and Except** the following described 5.315 acre tract of land and the 109.2127 acre tract of land.

SAVE & EXCEPT
5.315 ACRES

BEING a tract of land situated in the Samuel Queen Survey, Abstract Number 731 and the Charles P. Rice Survey, Abstract Number 771, City of Celina, Collin County, Texas and being a portion of that tract of land conveyed to The Parks at Wilson Creek, L.P., according to the document filed of record in Document Number 20130830001229380, Deed Record Collin County, Texas and being more particularly described as follows:

BEGINNING at a point for the northwest corner of this tract from which the northwest corner of said The Parks At Wilson Creek, L.P. tract recorded in Document Number 20130830001229380 (D.R.C.C.T.) same being the northwest corner of the above described 646.9668 acre tract bears North 01°12'23" West, 738.14 feet;

THENCE North 89°55'39" East, a distance of 160.38 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 77°25'26", a radius of 50.00 feet, a chord bearing and distance of South 47°59'28" East, 62.54 feet;

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THENCE with said curve to the left, an arc distance of 67.57 feet to a point for corner;

THENCE South 0°04'15" East, a distance of 135.09 feet to a point for corner;

THENCE North 89°55'39" East, a distance of 361.00 feet to a point for corner;

THENCE South 0°04'15" East, a distance of 42.74 feet to a point for corner;

THENCE South 55°09'24" West, a distance of 72.90 feet to a point for corner;

THENCE South 34°50'36" East, a distance of 132.42 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 36°29'48", a radius of 275.00 feet, a chord bearing and distance of South 29°17'39" West, 172.22 feet;

THENCE with said curve to the left, an arc distance of 175.17 feet to a point for corner;

THENCE South 11°02'45" West, a distance of 5.30 feet to a point for corner;

THENCE South 55°09'33" West, a distance of 21.54 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 11°24'44", a radius of 1050.00 feet, a chord bearing and distance of North 86°50'35" West, 208.79 feet;

THENCE with said curve to the left, an arc distance of 209.14 feet to a point for corner;

THENCE South 87°27'03" West, a distance of 145.99 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 7°37'09", a radius of 940.00 feet, a chord bearing and distance of South 84°29'46" West, 124.91 feet;

THENCE with said curve to the right, an arc distance of 125.00 feet to a point for corner;

THENCE North 40°47'05" West, a distance of 38.57 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 10°34'56", a radius of 1150.03 feet, a chord bearing and distance of North 3°10'19" East, 212.10 feet;

THENCE with said curve to the left, an arc distance of 212.40 feet to a point for corner;

THENCE North 2°06'44" East, a distance of 303.26 feet to the **POINT OF BEGINNING** and containing 5.315 acres or 231,521 square feet of land, more or less.

SAVE & EXCEPT
109.2127 acres from the following described 111.631 acres

BEING a tract of land situated in the Charles P. Rice Survey, Abstract Number 771, the J.B. Wilmeth Survey, Abstract Number 985, the J.B. Wilmeth Survey, Abstract Number 983 and the Levin Routh Survey, Abstract Number 779, City of Celina, Collin County, Texas and being a portion of that tract of land conveyed to The Parks At Wilson Creek, L.P., according to the document filed of record in Document Number 20130830001229380, Deed Records Collin County, Texas, said tract being more particularly described as follows:

BEGINNING at a point in the west line of said The Parks at Wilson Creek tract same being common with the east line of that tract of land described as Tract 4 conveyed to Bilinda Cox Matusex Special Trust, according to the document filed of record in Document No. 20120724000891520 (D.R.C.C.T.) for the southeast corner of this tract from which an iron pipe found in the north line of that tract of land conveyed to Collin County, according to the document filed of record in Document No. 20191003001242980 (D.R.C.C.T.) at the southeast corner of that tract of land conveyed to Collin County, according to the document filed of record in Document No. 20191118001467990 same being common with the southwest corner of that tract of land conveyed to Collin County, according to the document filed of record in Document No. 2019112700151754 (O.P.R.C.C.T.) bears South 0°24'10" East, 568.32 feet;

THENCE leaving said common line over and across the above-mentioned Parks at Wilson Creek tract the

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following sixteen (16) courses and distances:

South 89°35'50" West, a distance of 753.85 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the right having a central angle of 11°42'08", a radius of 278.29 feet, a chord bearing and distance of North 84°31'20" West, 56.74 feet;

With said curve to the right, an arc distance of 56.84 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 58°53'22" West, a distance of 14.93 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 71°45'57" West, a distance of 51.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 18°38'15", a radius of 224.50 feet, a chord bearing and distance of North 8°54'57" East, 72.70 feet;

With said curve to the left, an arc distance of 73.03 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°24'10" West, a distance of 61.05 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract

North 18°50'16" West, a distance of 15.81 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 89°35'50" West, a distance of 247.01 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 0°24'10" East, a distance of 115.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 6°10'42" East, a distance of 41.52 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 2°19'10" West, a distance of 124.12 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 87°30'12" West, a distance of 115.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 2°29'48" West, a distance of 120.81 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 88°08'58" West, a distance of 6.37 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 167°34'35", a radius of 50.00 feet, a chord bearing and distance of South 85°14'50" West, 99.41 feet;

With said curve to the left, an arc distance of 146.24 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 1°27'33" West, a distance of 89.92 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set in the north line the above-mentioned Collin County tract recorded in 20191118001467990 same being common with the south line of the above-mentioned Parks at Wilson Creek tract at the beginning of a non-tangent curve to the left having a central angle of 2°04'24", a radius of 14,835.50 feet, a chord bearing and distance of North 89°34'39" West, 536.79 feet;

THENCE with said common line the following three (3) courses and distances:

With said curve to the left, an arc distance of 536.82 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

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South 89°23'08" West, a distance of 495.31 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 19°55'22", a radius of 4,044.50 feet, a chord bearing and distance of South 79°25'28" West, 1,399.27 feet;

With said curve to the left, an arc distance of 1,406.35 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set in the south line of the above-mentioned Parks at Wilson Creek tract same being common with the north line of that tract of land conveyed to Belknap FP, LTD, according to the document filed of record in Document No. 98-0123880 (D.R.C.C.T.) for corner of this tract;

THENCE South 89°59'30" West, with said common line, a distance of 198.32 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

THENCE leaving said common line over and across the above-mentioned Parks at Wilson Creek tract the seventy-seven (77) courses and distances:

North 0°01'00" West, a distance of 74.15 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 19°17'00" East, a distance of 125.68 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°45'05" West, a distance of 15.70 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 25°47'06" East, a distance of 39.50 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the right having a central angle of 64°11'54", a radius of 175.00 feet, a chord bearing and distance of North 32°06'57" West, 185.99 feet;

With said curve to the right, an arc distance of 196.08 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°01'00" West, a distance of 13.94 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 33°42'08", a radius of 59.50 feet, a chord bearing and distance of North 16°52'04" West, 34.50 feet;

With said curve to the left, an arc distance of 35.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°01'00" West, a distance of 288.25 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 53°20'47", a radius of 59.50 feet, a chord bearing and distance of North 26°39'24" East, 53.42 feet;

With said curve to the left, an arc distance of 55.40 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°01'00" West, a distance of 230.50 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 44°59'00" East, a distance of 14.14 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°59'00" East, a distance of 151.89 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 21°27'23", a radius of 400.00 feet, a chord bearing and distance of North 79°15'18" East, 148.92 feet;

With said curve to the left, an arc distance of 149.79 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 69°24'36" East, a distance of 14.68 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

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South 26°37'56" East, a distance of 111.19 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the right having a central angle of 26°36'57", a radius of 224.00 feet, a chord bearing and distance of South 13°19'28" East, 103.12 feet;

With said curve to the right, an arc distance of 104.06 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 0°01'00" East, a distance of 63.29 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°59'00" East, a distance of 50.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 0°01'00" East, a distance of 9.50 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 45°01'00" East, a distance of 14.14 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°59'00" East, a distance of 10.36 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°01'00" West, a distance of 130.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°55'27" East, a distance of 59.77 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 79°19'17" East, a distance of 59.51 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 68°42'43" East, a distance of 48.61 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 84°25'55" East, a distance of 100.47 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 82°39'44" East, a distance of 50.41 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 88°52'15" East, a distance of 96.10 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 74°08'46" East, a distance of 58.97 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 71°47'29" East, a distance of 58.97 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 69°55'04" East, a distance of 135.86 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 73°42'14" East, a distance of 50.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 57°24'52" East, a distance of 27.52 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 60°41'20" East, a distance of 300.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 57°04'00" East, a distance of 195.94 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for

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corner of this tract;

North 51°36'59" East, a distance of 48.76 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 48°51'25" East, a distance of 380.81 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 6°50'27", a radius of 1,462.50 feet, a chord bearing and distance of North 44°57'48" West, 174.51 feet;

With said curve to the left, an arc distance of 174.62 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 48°23'02" West, a distance of 1,384.33 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the right having a central angle of 27°33'26", a radius of 1,039.82 feet, a chord bearing and distance of North 34°32'21" West, 495.31 feet;

With said curve to the right, an arc distance of 500.11 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 2°01'38", a radius of 684.50 feet, a chord bearing and distance of North 21°44'34" West, 24.22 feet;

With said curve to the left, an arc distance of 24.22 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; North 29°53'35" West, a distance of 17.98 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 11°20'04", a radius of 682.50 feet, a chord bearing and distance of North 29°55'17" West, 134.79 feet;

With said curve to the left, an arc distance of 135.01 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; North 35°35'18" West, a distance of 15.71 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 18°14'07", a radius of 22.50 feet, a chord bearing and distance of North 44°42'22" West, 7.13 feet;

With said curve to the left, an arc distance of 7.16 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; North 53°49'25" West, a distance of 33.94 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 20°54'23", a radius of 52.50 feet, a chord bearing and distance of North 64°16'37" West, 19.05 feet; With said curve to the left, an arc distance of 19.16 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; North 0°22'23" West, a distance of 112.15 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; North 73°37'28" East, a distance of 16.80 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; North 72°21'44" East, a distance of 41.26 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 33°14'54", a radius of 21.50 feet, a chord bearing and distance of North 55°44'15" East, 12.30 feet;

With said curve to the left, an arc distance of 12.48 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; North 39°06'48" East, a distance of 12.80 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 23°02'50", a radius of 51.50 feet, a chord bearing and distance of North 27°35'23" East, 20.58 feet;

With said curve to the left, an arc distance of 20.72 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; South 89°34'21" East, a distance of 105.94 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 5°42'23", a radius of 491.50 feet, a chord bearing and distance of South 17°51'23" East, 48.93 feet;

With said curve to the left, an arc distance of 48.95 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a compound curve to the left having a central angle of 33°22'24", a radius of 21.50 feet, a chord bearing and distance of South 37°23'47" East, 12.35 feet;

With said curve to the left, an arc distance of 12.52 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; South 56°46'24" East, a distance of 10.94 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 23°10'06", a radius of 51.50 feet, a chord bearing and distance of South 68°21'27" East, 20.68 feet;

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With said curve to the left, an arc distance of 20.82 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; South 5°37'50" East, a distance of 104.28 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 6°12'32", a radius of 411.50 feet, a chord bearing and distance of South 65°55'51" West, 44.57 feet;

With said curve to the left, an arc distance of 44.59 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a compound curve to the left having a central angle of 38°50'36", a radius of 21.50 feet, a chord bearing and distance of South 43°24'17" West, 14.30 feet;

With said curve to the left, an arc distance of 14.58 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; South 23°59'00" West, a distance of 7.88 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 44°18'41", a radius of 51.50 feet, a chord bearing and distance of South 1°49'39" West, 38.84 feet;

With said curve to the left, an arc distance of 39.83 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; South 20°19'41" East, a distance of 61.90 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; South 13°07'29" East, a distance of 24.96 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the right having a central angle of 3°33'57", a radius of 525.50 feet, a chord bearing and distance of South 17°16'25" East, 32.70 feet;

With said curve to the right, an arc distance of 32.71 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a reverse curve to the left having a central angle of 14°16'40", a radius of 494.50 feet, a chord bearing and distance of South 22°37'46" East, 122.91 feet;

With said curve to the left, an arc distance of 123.23 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a compound curve to the left having a central angle of 18°36'55", a radius of 962.50 feet, a chord bearing and distance of South 39°04'34" East, 311.34 feet;

With said curve to the left, an arc distance of 312.72 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; South 48°23'02" East, a distance of 1383.70 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the right having a central angle of 17°54'58", a radius of 1,537.50 feet, a chord bearing and distance of South 39°25'33" East, 478.81 feet;

With said curve to the right, an arc distance of 480.77 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 59°31'36" East, a distance of 13.08 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 41°38'43" East, a distance of 736.15 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 53°37'24" East, a distance of 118.57 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 67°35'47" East, a distance of 50.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°35'50" East, a distance of 1,021.96 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 0°24'10" East, a distance of 26.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°35'50" East, a distance of 130.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set in the west line of the above-mentioned Parks at Wilson Creek tract being common with the east line of the above-mentioned Bilinda Cox tract for corner of this tract from which an iron rod found for the westerly line of said Parks at Wilson Creek tract being common with the northwest corner of said Bilinda Cox tract bears North 0°24'10” East, 1,203.03 feet;

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

THENCE South 0°24'10" East, with said common line, a distance of 1,426.55 feet to the **POINT OF BEGINNING** and containing 111.631 acres or 4,862,646 square feet of land, more or less.

SAVE AND EXCEPT

2.419 ACRES

BEING a tract of land situated in the J.B. Wilmeth Survey, Abstract Number 983 and the Levin Routh Survey, Abstract Number 779, City of Celina, Collin County, Texas and being a portion of that tract of land conveyed to The Parks At Wilson Creek, L.P., according to the document filed of record in Document Number 20130830001229380, Deed Records Collin County, Texas (D.R.C.C.T.), said tract being more particularly described as follows:

BEGINNING at a point in the northwest intersection of Eden Way and Lakeside Drive for the southeast corner of this tract;
THENCE with said Lakeside Drive the following three (3) courses and distances:

South 53°49'57" West, a distance of 255.49 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 112°00'01", a radius of 175.00 feet, a chord bearing and distance of North 70°01'19" West, 290.16 feet;
With said curve to the right, an arc distance of 342.09 feet to a point for corner;
North 14°01'18" West, a distance of 28.28 feet to a point for corner;
THENCE North 60°41'20" East, leaving the above-mentioned Lakeside Drive, a distance of 474.31 feet to a point for corner;
THENCE South 29°18'40" East, a distance of 130.00 feet to a point for corner;
THENCE South 60°41'20" West, a distance of 46.16 feet to a point for corner;
THENCE South 29°18'40" East, a distance of 50.00 feet to a point for corner;
THENCE North 60°41'20" East, a distance of 5.08 feet to a point for corner;
THENCE South 75°11'23" East, a distance of 14.36 feet to a point for corner;
THENCE South 32°47'39" East, a distance of 15.60 feet to a point for corner;
THENCE South 9°39'22" West, a distance of 14.34 feet to the **POINT OF BEGINNING**

and containing 2.419 acres or 105,371 square feet of land, more or less.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

APPENDIX C-3
LEGAL DESCRIPTION - PHASE #1

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

METES AND BOUNDS DESCRIPTION
The Parks at Wilson Creek - Phase 1
(approx. 109.2127 acres)

WHEREAS THE PARKS AT WILSON CREEK, L.P., is the owner of a tract of land situated in the Charles P. Rice Survey, Abstract Number 771, the J.B. Wilmeth Survey, Abstract Number 985, the J.B. Wilmeth Survey, Abstract Number 983 and the Levin Routh Survey, Abstract Number 779, City of Celina, Collin County, Texas and being a portion of that tract of land conveyed to The Parks At Wilson Creek, L.P., according to the document filed of record in Document Number 20130830001229380, Deed Records Collin County, Texas, said tract being more particularly described as follows:

BEGINNING at a point in the west line of said The Parks at Wilson Creek tract same being common with the east line of that tract of land described as Tract 4 conveyed to Bilinda Cox Matusex Special Trust, according to the document filed of record in Document No. 20120724000891520 (D.R.C.C.T.) for the southeast corner of this tract from which an iron pipe found in the north line of that tract of land conveyed to Collin County, according to the document filed of record in Document No. 20191003001242980 (D.R.C.C.T.) at the southeast corner of that tract of land conveyed to Collin County, according to the document filed of record in Document No. 20191118001467990 same being common with the southwest corner of that tract of land conveyed to Collin County, according to the document filed of record in Document No. 2019112700151754 (O.P.R.C.C.T.) bears South 0°24'10" East, 568.32 feet;

THENCE leaving said common line over and across the above-mentioned Parks at Wilson Creek tract the following sixteen (16) courses and distances:

South 89°35'50" West, a distance of 753.85 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the right having a central angle of 11°42'08", a radius of 278.29 feet, a chord bearing and distance of North 84°31'20" West, 56.74 feet;

With said curve to the right, an arc distance of 56.84 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 58°53'22" West, a distance of 14.93 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 71°45'57" West, a distance of 51.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 18°38'15", a radius of 224.50 feet, a chord bearing and distance of North 8°54'57" East, 72.70 feet;

With said curve to the left, an arc distance of 73.03 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°24'10" West, a distance of 61.05 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract

North 18°50'16" West, a distance of 15.81 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 89°35'50" West, a distance of 247.01 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 0°24'10" East, a distance of 115.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 6°10'42" East, a distance of 41.52 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

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South 2°19'10" West, a distance of 124.12 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 87°30'12" West, a distance of 115.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 2°29'48" West, a distance of 120.81 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 88°08'58" West, a distance of 6.37 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 167°34'35", a radius of 50.00 feet, a chord bearing and distance of South 85°14'50" West, 99.41 feet;

With said curve to the left, an arc distance of 146.24 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 1°27'33" West, a distance of 89.92 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set in the north line the above-mentioned Collin County tract recorded in 20191118001467990 same being common with the south line of the above-mentioned Parks at Wilson Creek tract at the beginning of a non-tangent curve to the left having a central angle of 2°04'24", a radius of 14,835.50 feet, a chord bearing and distance of North 89°34'39" West, 536.79 feet;

THENCE with said common line the following three (3) courses and distances:

With said curve to the left, an arc distance of 536.82 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 89°23'08" West, a distance of 495.31 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 19°55'22", a radius of 4,044.50 feet, a chord bearing and distance of South 79°25'28" West, 1,399.27 feet;

With said curve to the left, an arc distance of 1,406.35 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set in the south line of the above-mentioned Parks at Wilson Creek tract same being common with the north line of that tract of land conveyed to Belknap FP, LTD, according to the document filed of record in Document No. 98-0123880 (D.R.C.C.T.) for corner of this tract;

THENCE South 89°59'30" West, with said common line, a distance of 198.32 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

THENCE leaving said common line over and across the above-mentioned Parks at Wilson Creek tract the seventy-seven (77) courses and distances:

North 0°01'00" West, a distance of 74.15 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 19°17'00" East, a distance of 125.68 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°45'05" West, a distance of 15.70 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 25°47'06" East, a distance of 39.50 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the right having a central angle of 64°11'54", a radius of 175.00 feet, a chord bearing and distance of North 32°06'57" West, 185.99 feet;

With said curve to the right, an arc distance of 196.08 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

North 0°01'00" West, a distance of 13.94 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 33°42'08", a radius of 59.50 feet, a chord bearing and distance of North 16°52'04" West, 34.50 feet;

With said curve to the left, an arc distance of 35.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°01'00" West, a distance of 288.25 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 53°20'47", a radius of 59.50 feet, a chord bearing and distance of North 26°39'24" East, 53.42 feet;

With said curve to the left, an arc distance of 55.40 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°01'00" West, a distance of 230.50 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 44°59'00" East, a distance of 14.14 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°59'00" East, a distance of 151.89 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 21°27'23", a radius of 400.00 feet, a chord bearing and distance of North 79°15'18" East, 148.92 feet;

With said curve to the left, an arc distance of 149.79 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 69°24'36" East, a distance of 14.68 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 26°37'56" East, a distance of 111.19 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the right having a central angle of 26°36'57", a radius of 224.00 feet, a chord bearing and distance of South 13°19'28" East, 103.12 feet;

With said curve to the right, an arc distance of 104.06 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 0°01'00" East, a distance of 63.29 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°59'00" East, a distance of 50.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 0°01'00" East, a distance of 9.50 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 45°01'00" East, a distance of 14.14 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°59'00" East, a distance of 10.36 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°01'00" West, a distance of 130.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

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North 89°55'27" East, a distance of 59.77 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 79°19'17" East, a distance of 59.51 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 68°42'43" East, a distance of 48.61 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 84°25'55" East, a distance of 100.47 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 82°39'44" East, a distance of 50.41 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 88°52'15" East, a distance of 96.10 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 74°08'46" East, a distance of 58.97 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 71°47'29" East, a distance of 58.97 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 69°55'04" East, a distance of 135.86 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 73°42'14" East, a distance of 50.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 57°24'52" East, a distance of 27.52 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 60°41'20" East, a distance of 300.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 57°04'00" East, a distance of 195.94 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 51°36'59" East, a distance of 48.76 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 48°51'25" East, a distance of 380.81 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 6°50'27", a radius of 1,462.50 feet, a chord bearing and distance of North 44°57'48" West, 174.51 feet;

With said curve to the left, an arc distance of 174.62 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 48°23'02" West, a distance of 1,384.33 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the right having a central angle of 27°33'26", a radius of 1,039.82 feet, a chord bearing and distance of North 34°32'21" West, 495.31 feet;

With said curve to the right, an arc distance of 500.11 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 2°01'38", a radius of 684.50 feet, a chord bearing and distance of North 21°44'34" West, 24.22 feet;

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With said curve to the left, an arc distance of 24.22 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

North 29°53'35" West, a distance of 17.98 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 11°20'04", a radius of 682.50 feet, a chord bearing and distance of North 29°55'17" West, 134.79 feet;

With said curve to the left, an arc distance of 135.01 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

North 35°35'18" West, a distance of 15.71 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 18°14'07", a radius of 22.50 feet, a chord bearing and distance of North 44°42'22" West, 7.13 feet;

With said curve to the left, an arc distance of 7.16 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

North 53°49'25" West, a distance of 33.94 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 20°54'23", a radius of 52.50 feet, a chord bearing and distance of North 64°16'37" West, 19.05 feet;

With said curve to the left, an arc distance of 19.16 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

North 0°22'23" West, a distance of 112.15 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

North 73°37'28" East, a distance of 16.80 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

North 72°21'44" East, a distance of 41.26 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 33°14'54", a radius of 21.50 feet, a chord bearing and distance of North 55°44'15" East, 12.30 feet;

With said curve to the left, an arc distance of 12.48 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

North 39°06'48" East, a distance of 12.80 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 23°02'50", a radius of 51.50 feet, a chord bearing and distance of North 27°35'23" East, 20.58 feet;

With said curve to the left, an arc distance of 20.72 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

South 89°34'21" East, a distance of 105.94 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 5°42'23", a radius of 491.50 feet, a chord bearing and distance of South 17°51'23" East, 48.93 feet;

With said curve to the left, an arc distance of 48.95 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a compound curve to the left having a central angle of 33°22'24", a radius of 21.50 feet, a chord bearing and distance of South 37°23'47" East, 12.35 feet;

With said curve to the left, an arc distance of 12.52 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

South 56°46'24" East, a distance of 10.94 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 23°10'06", a radius of 51.50 feet, a chord

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bearing and distance of South 68°21'27" East, 20.68 feet;

With said curve to the left, an arc distance of 20.82 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

South 5°37'50" East, a distance of 104.28 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 6°12'32", a radius of 411.50 feet, a chord bearing and distance of South 65°55'51" West, 44.57 feet;

With said curve to the left, an arc distance of 44.59 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a compound curve to the left having a central angle of 38°50'36", a radius of 21.50 feet, a chord bearing and distance of South 43°24'17" West, 14.30 feet;

With said curve to the left, an arc distance of 14.58 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

South 23°59'00" West, a distance of 7.88 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 44°18'41", a radius of 51.50 feet, a chord bearing and distance of South 1°49'39" West, 38.84 feet;

With said curve to the left, an arc distance of 39.83 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

South 20°19'41" East, a distance of 61.90 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

South 13°07'29" East, a distance of 24.96 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the right having a central angle of 3°33'57", a radius of 525.50 feet, a chord bearing and distance of South 17°16'25" East, 32.70 feet;

With said curve to the right, an arc distance of 32.71 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a reverse curve to the left having a central angle of 14°16'40", a radius of 494.50 feet, a chord bearing and distance of South 22°37'46" East, 122.91 feet;

With said curve to the left, an arc distance of 123.23 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a compound curve to the left having a central angle of 18°36'55", a radius of 962.50 feet, a chord bearing and distance of South 39°04'34" East, 311.34 feet;

With said curve to the left, an arc distance of 312.72 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

South 48°23'02" East, a distance of 1383.70 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the right having a central angle of 17°54'58", a radius of 1,537.50 feet, a chord bearing and distance of South 39°25'33" East, 478.81 feet;

With said curve to the right, an arc distance of 480.77 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 59°31'36" East, a distance of 13.08 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 41°38'43" East, a distance of 736.15 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 53°37'24" East, a distance of 118.57 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 67°35'47" East, a distance of 50.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°35'50" East, a distance of 1,021.96 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 0°24'10" East, a distance of 26.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°35'50" East, a distance of 130.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set in the west line of the above-mentioned Parks at Wilson Creek tract being common with the east line of the above-mentioned Bilinda Cox tract for corner of this tract from which an iron rod found for the westerly line of said Parks at Wilson Creek tract being common with the northwest corner of said Bilinda Cox tract bears North 0°24'10” East, 1,203.03 feet;

THENCE South 0°24'10" East, with said common line, a distance of 1,426.55 feet to the **POINT OF BEGINNING** and containing 111.6312 acres or 4,862,657 square feet of land, more or less.

SAVE AND EXCEPT
2.4185 ACRES

BEING a tract of land situated in the J.B. Wilmeth Survey, Abstract Number 983 and the Levin Routh Survey, Abstract Number 779, City of Celina, Collin County, Texas and being a portion of that tract of land conveyed to The Parks At Wilson Creek, L.P., according to the document filed of record in Document Number 20130830001229380, Deed Records Collin County, Texas (D.R.C.C.T.), said tract being more particularly described as follows:

BEGINNING at a point in the northeast intersection of Eden Way and Lakeside Drive for the southeast corner of this tract;

THENCE South 60°41'20" West, a distance of 526.16 feet to a point at the beginning of a tangent curve to the left having a central angle of 67°29'59", a radius of 50.00 feet, a chord bearing and distance of South 26°56'21" West, 55.56 feet;

THENCE with said Lakeside Drive the following three (3) courses and distances:

South 53°49'57" West, a distance of 255.49 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 112°00'01", a radius of 175.00 feet, a chord bearing and distance of North 70°01'19" West, 290.16 feet;

With said curve to the right, an arc distance of 342.09 feet to a point for corner;

North 14°01'18" West, a distance of 28.28 feet to a point for corner;

THENCE North 60°41'20" East, leaving the above-mentioned Lakeside Drive, a distance of 474.31 feet to a point for corner;

THENCE South 29°18'40" East, a distance of 130.00 feet to a point for corner;

THENCE South 60°41'20" West, a distance of 46.16 feet to a point for corner;

THENCE South 29°18'40" East, a distance of 50.00 feet to a point for corner;

THENCE North 60°41'20" East, a distance of 5.08 feet to a point for corner;

THENCE South 75°11'23" East, a distance of 14.36 feet to a point for corner;

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THENCE South 32°47'39" East, a distance of 15.60 feet to a point for corner;

THENCE South 9°39'22" West, a distance of 14.34 feet to the **POINT OF BEGINNING** and containing 2.4185 acres or 105,349 square feet of land, more or less.

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APPENDIX D
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

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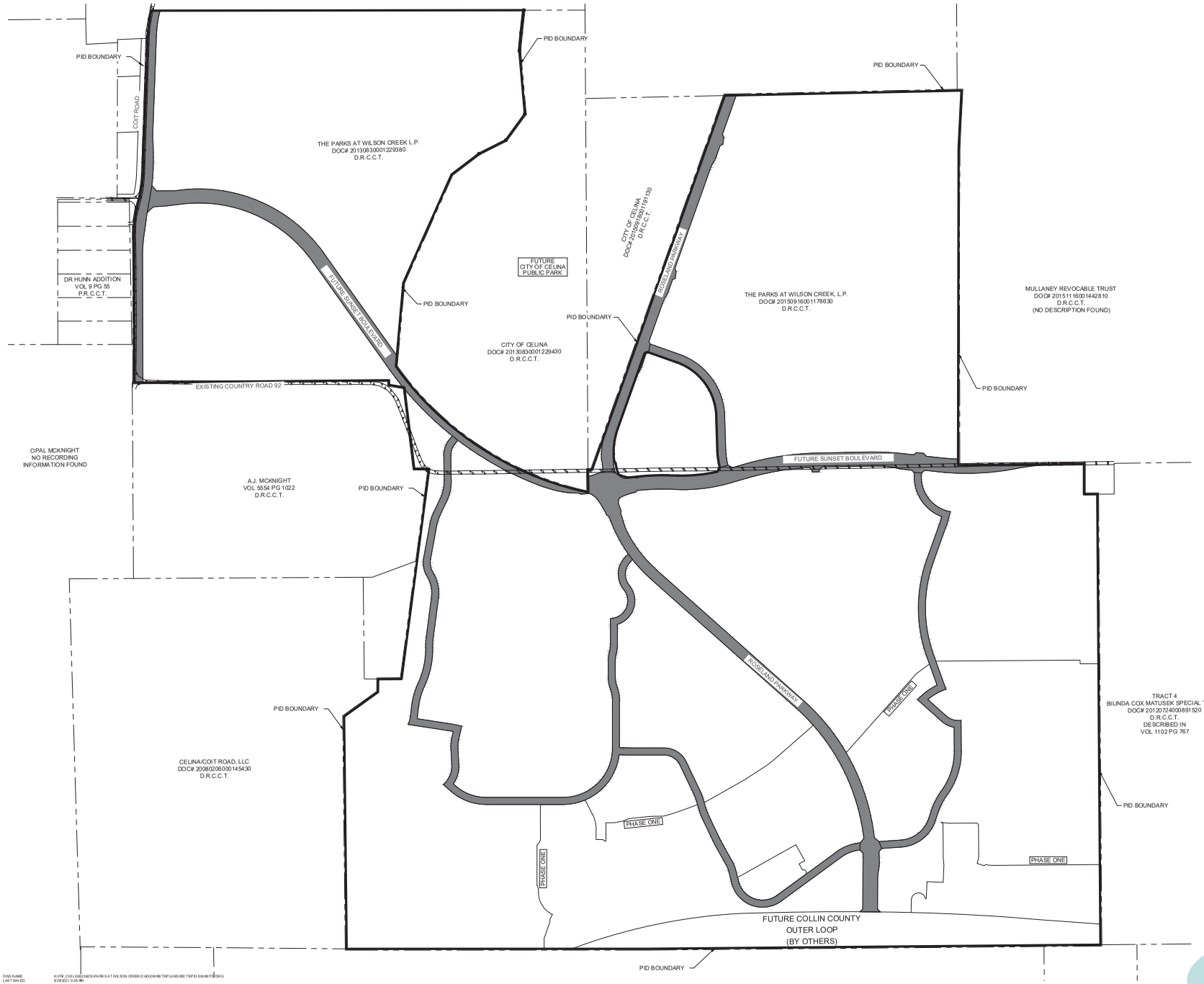

GRAPHIC SCALE IN FEET
0 150 300 600
1"=300' @ 24x36

LEGEND

RIGHT-OF-WAY

RIGHT-OF-WAY AREA TABLE	
NAME	NET AREA (AC/SF)
ROSELAND PARKWAY	11.67 ACRES (508,345 SF)
SUNSET BOULEVARD	14.54 ACRES (633,362 SF)
COIT ROAD	3.84 ACRES (167,270 SF)
SECONDARY ROADS	14.72 ACRES (641,317 SF)
TOTAL AREA	44.77 ACRES (1,950,294 SF)

PID MAJOR IMPROVEMENTS -
ROW ACQUISITION

THE PARKS AT WILSON CREEK

5/27/2021
Celina, Texas

Cambridge

Kimley»Horn
6160 Warren Parkway
Suite 210

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITH
BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.

DWG NAME
LAST SAVED
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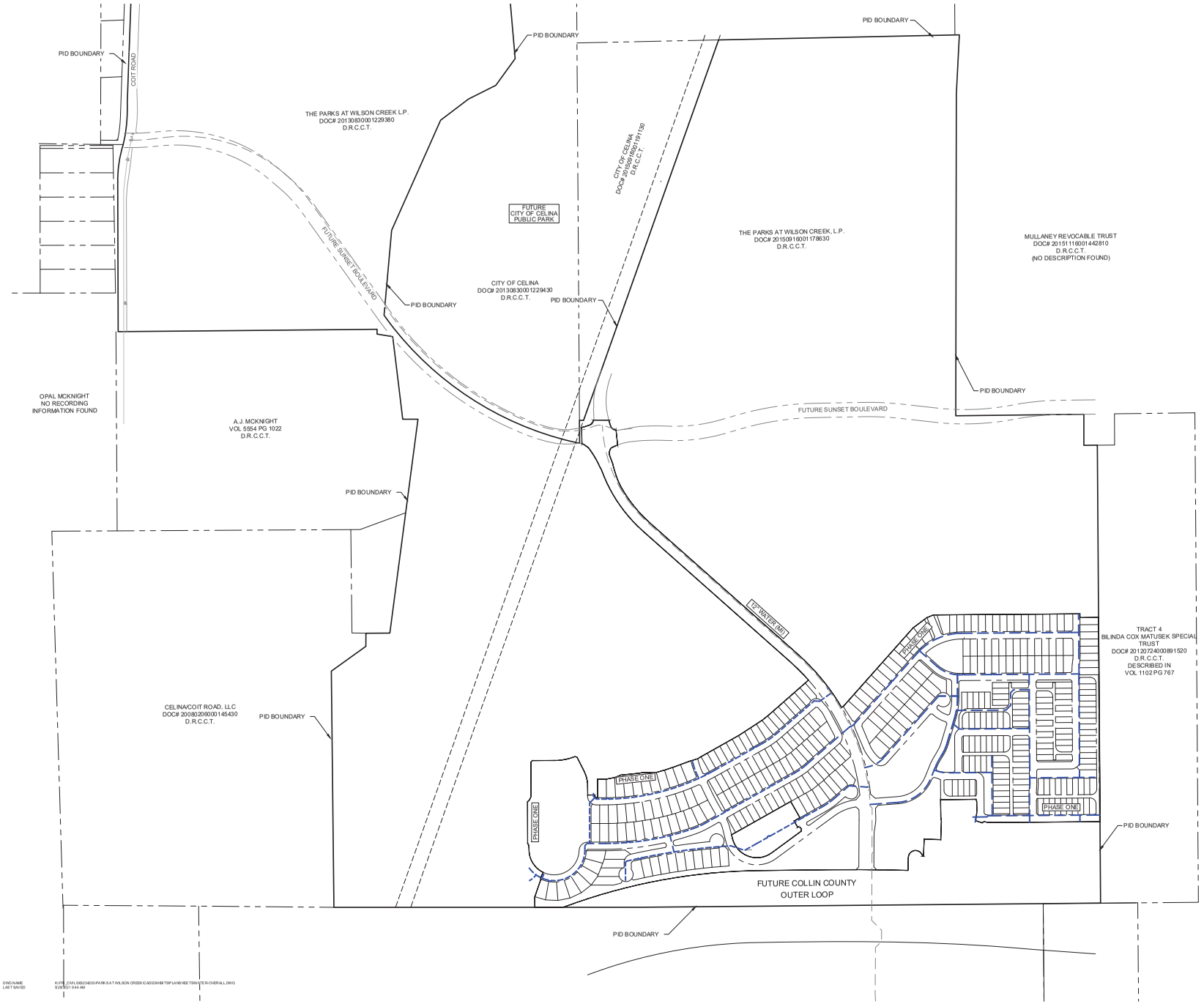
8.M.a

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)



GRAPHIC SCALE IN FEET
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1"=300' @ 24x36

NOTE:
ALL WATER LINES
ARE 8" DIAMETER

PHASE ONE
DIRECT IMPROVEMENTS - WATER

THE PARKS AT WILSON CREEK

5/27/2021
Celina, Texas

Cambridge

Kimley»Horn
6160 Warren Parkway
Suite 210

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITH THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.

DWG NAME
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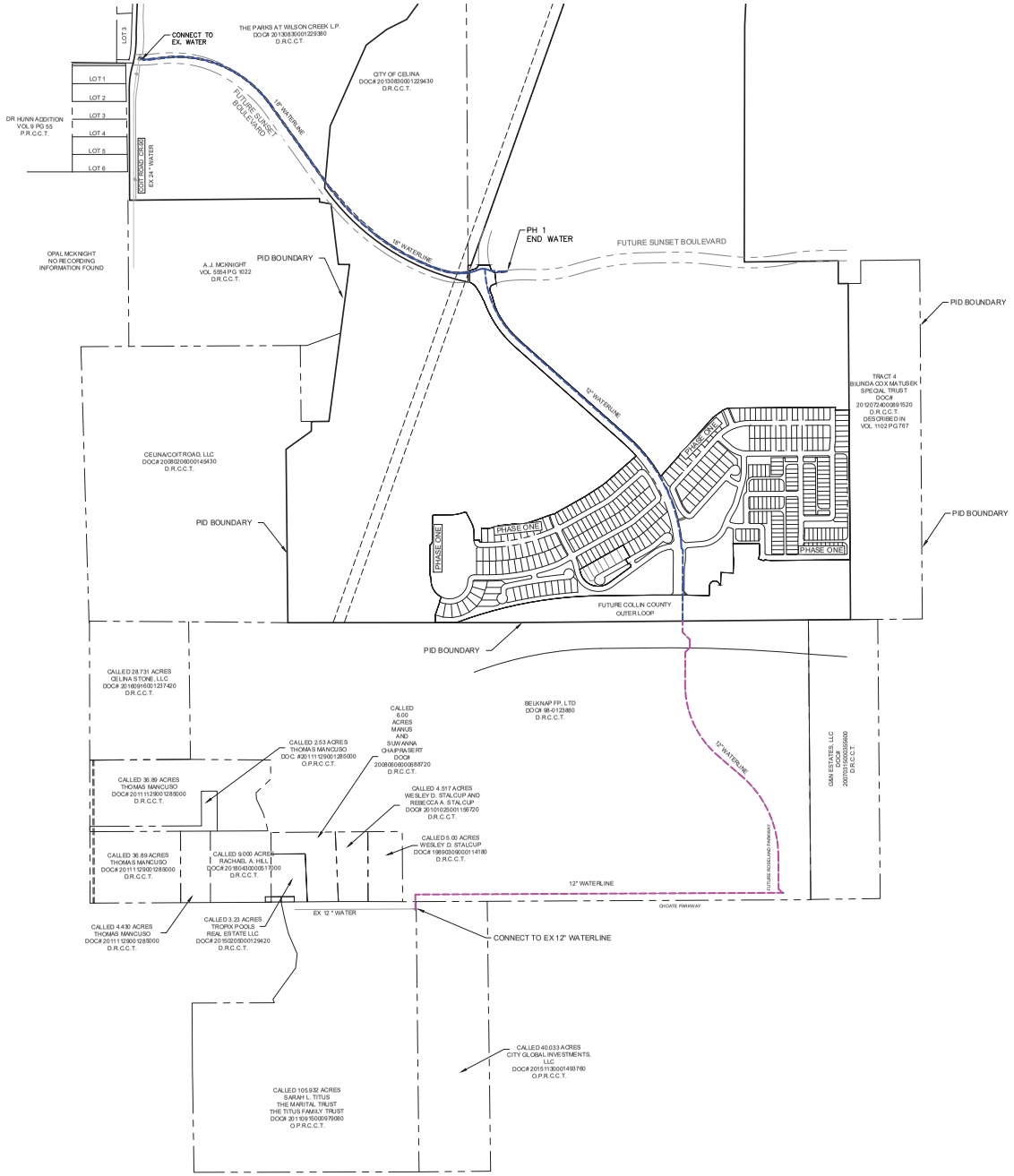
5/26/2021 9:44 AM

8.M.a



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1"=300' @ 24x36

LEGEND:

- MAJOR IMPROVEMENTS PAID BY DEVELOPER
- MAJOR IMPROVEMENTS COVERED IN DEVELOPMENT AGREEMENT

NOTE:
ALL WATER LINES
ARE 12" DIAMETER.

PHASE ONE

MAJOR IMPROVEMENTS - WATER

August 2021
Celina, Texas

Cambridge

Kimley»Horn
6160 Warren Parkway
Suite 210
Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITH THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.

DWG NAME
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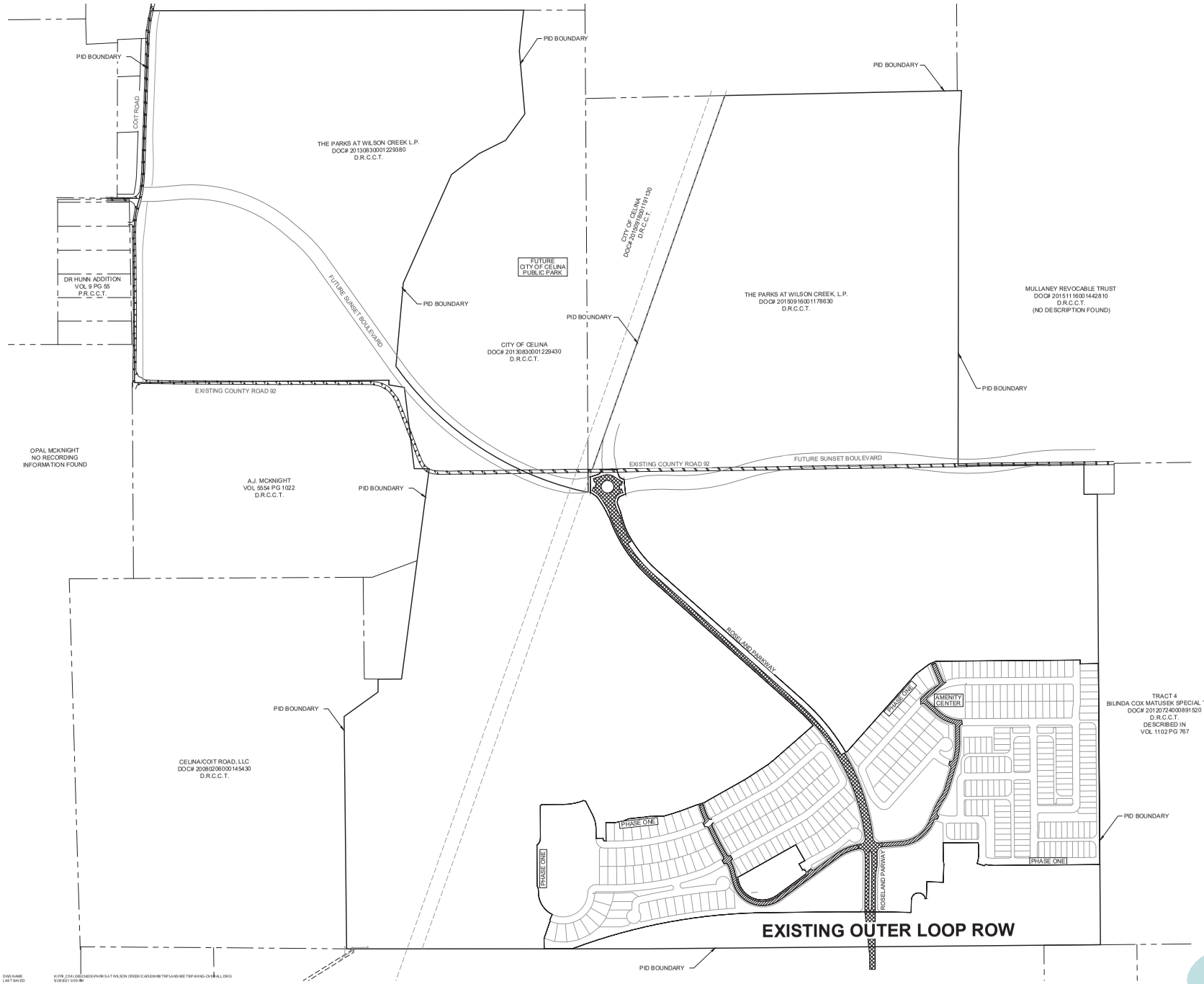
8.M.a

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)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COIT ROAD
THE PARKS AT WILSON CREEK L.P.
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D.R.C.C.T.
CITY OF CELINA
DOC# 20150916001191130
D.R.C.C.T.
FUTURE
CITY OF CELINA
PUBLIC PARK
DR HUNN ADDITION
VOL 9 PG 55
P.R.C.C.T.
FUTURE SUNSET BOULEVARD
CITY OF CELINA
DOC# 20130830001229430
D.R.C.C.T.
THE PARKS AT WILSON CREEK, L.P.
DOC# 20150916001178630
D.R.C.C.T.
MULLANEY REVOCABLE TRUST
DOC# 20151116001442810
D.R.C.C.T.
(NO DESCRIPTION FOUND)
EXISTING COUNTY ROAD 92
OPAL MCKNIGHT
NO RECORDING
INFORMATION FOUND
A.J. MCKNIGHT
VOL 5554 PG 1022
D.R.C.C.T.
ROSELAND PARKWAY
AMENITY
CENTER
TRACT 4
BILINDA COX MATUSEK SPECIAL TRUST
DOC# 20120724000891520
D.R.C.C.T.
DESCRIBED IN
VOL 1102 PG 767
CELINA/COIT ROAD, LLC
DOC# 20080208000145430
D.R.C.C.T.
EXISTING OUTER LOOP ROW
GRAPHIC SCALE IN FEET
1"=300' @ 24x36
LEGEND
=29' B-B
=ULTIMATE 55' B-B
PHASE ONE
MAJOR IMPROVEMENTS - PAVING
THE PARKS AT WILSON CREEK
5/27/2021
Celina, Texas
Cambridge
Kimley»Horn
6160 Warren Parkway
Suite 210
Registration No. F-928
NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITH
BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.
DWG NAME
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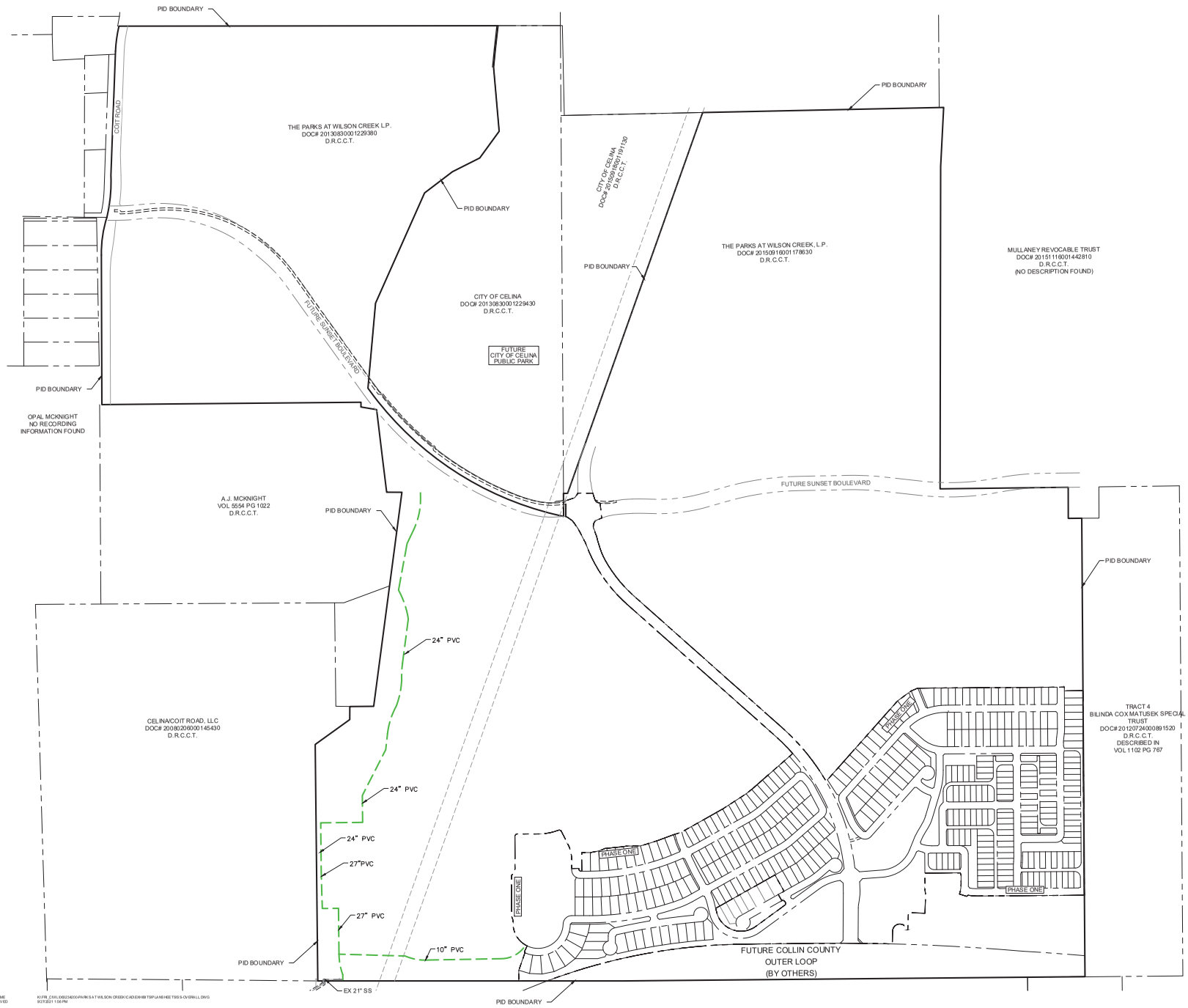

PHASE ONE

MAJOR IMPROVEMENTS - SANITARY SEWER

August 2021
Celina, Texas

Cambridge

Kimley»Horn

6160 Warren Parkway
Suite 210

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITH
BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.

DWG NAME
LAST SAVED
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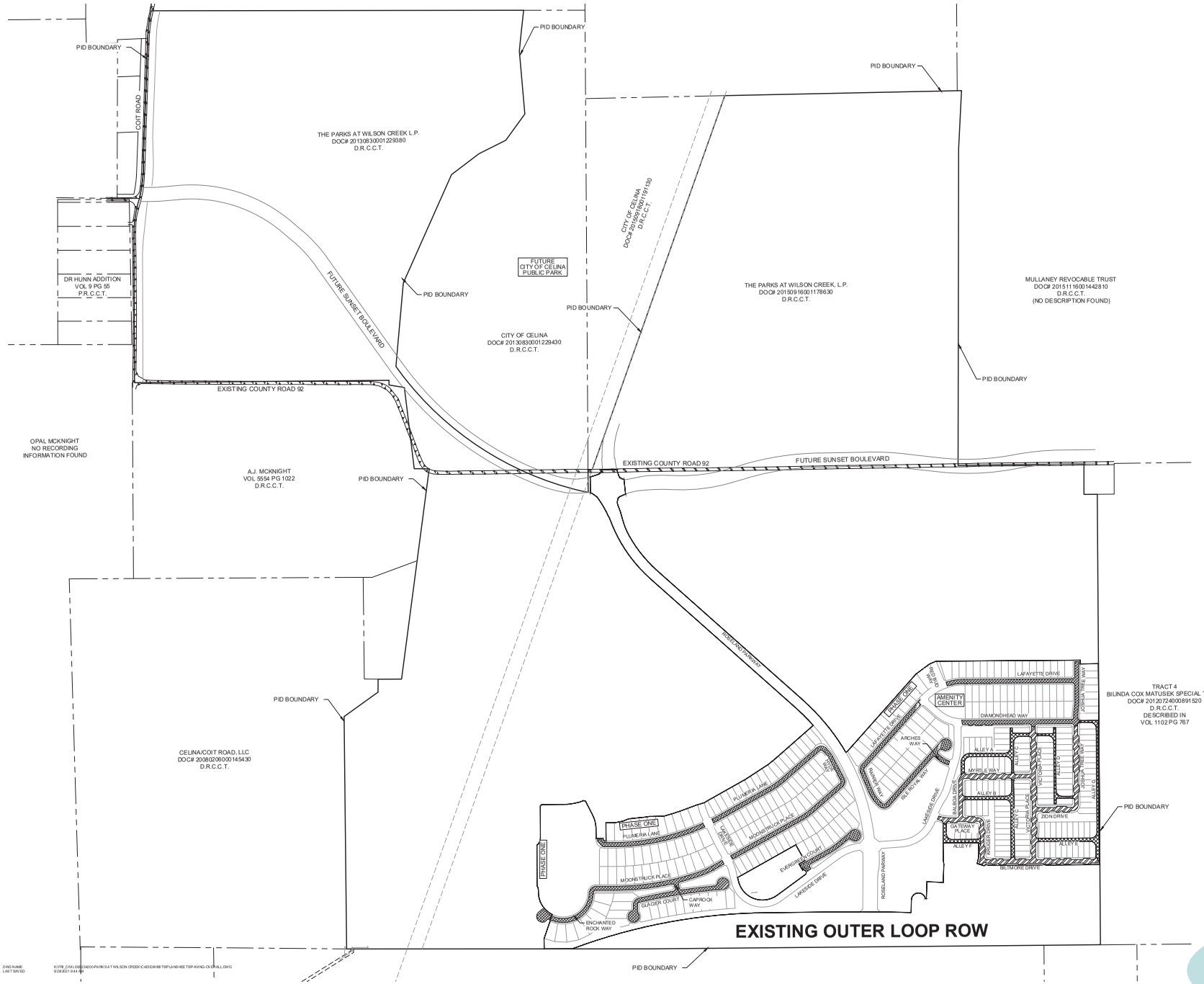
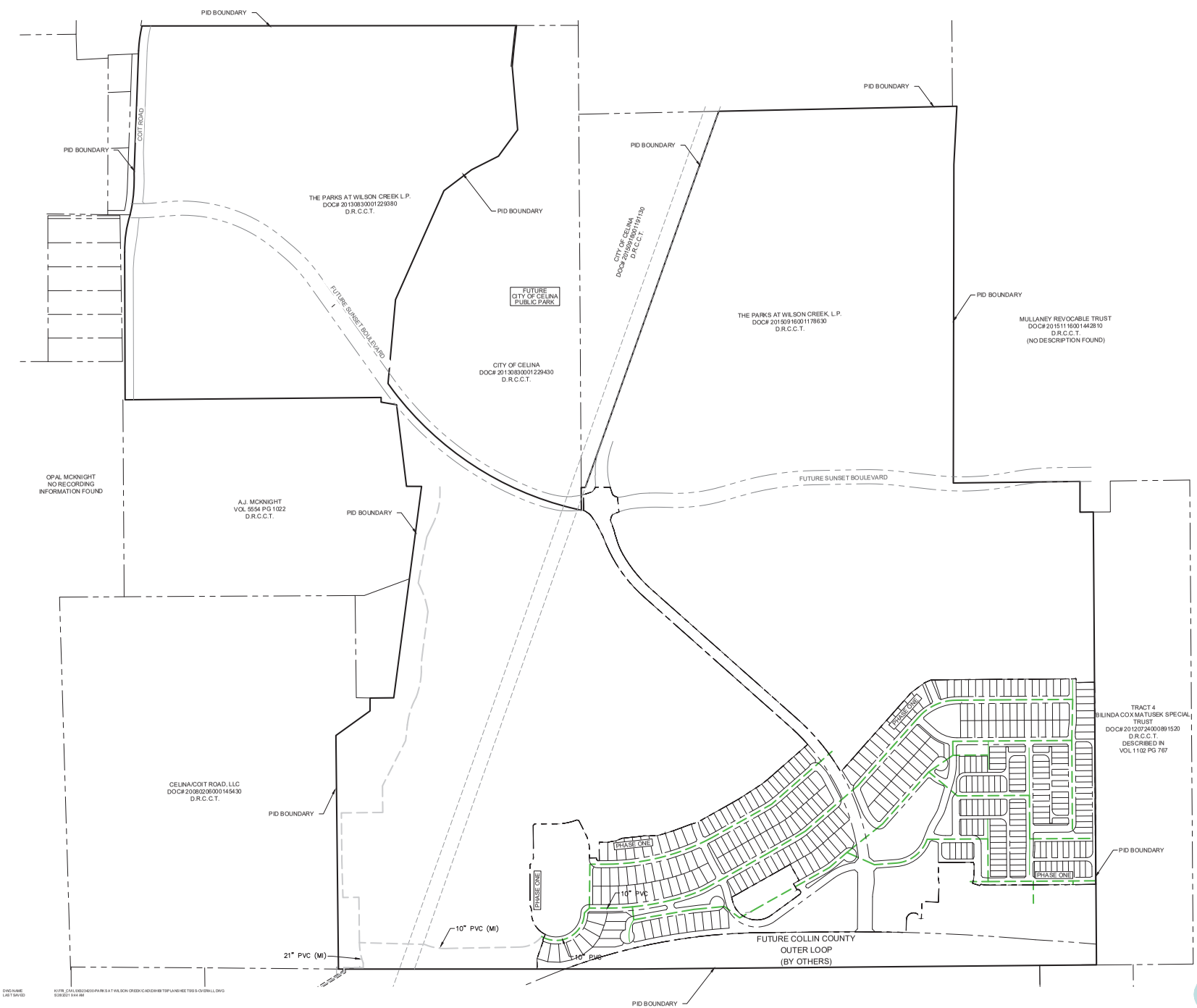
8.M.a

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)



Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

8.M.a



GRAPHIC SCALE IN FEET
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1"=300' @ 24x36

NOTE:
ALL SEWER LINES
ARE 8" DIAMETER
(UNLESS NOTED OTHERWISE)

PHASE ONE

DIRECT IMPROVEMENTS - SANITARY SEWER

THE PARKS AT WILSON CREEK

5/27/2021
Celina, Texas

Cambridge

Kimley»Horn
6160 Warren Parkway
Suite 210

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITH
BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.

DWG NAME
LAST SAVED
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9/28/2021 9:44 AM

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

APPENDIX E
HOMEBUYER DISCLOSURE

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

AFTER RECORDING RETURN TO:

_____
_____
_____
_____
_____][1]

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF CELINA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

LOT TYPE _____ PRINCIPAL ASSESSMENT: $_____

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Celina, Texas (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***The Parks at Wilson Creek Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF Collin §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

APPENDIX F
ASSESSMENT PER UNIT, PROJECTED LEVERAGE AND PROJECTED TAX RATE EQUIVALENTS

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

Appendix F

For purposes of calculating and allocating the Assessments, the Assessed Property has been classified in one of three Lot Types.

"Lot Type 1" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 74 feet, as provided by Zoning Ordinance.

"Lot Type 2" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 60 feet, as provided by Zoning Ordinance.

"Lot Type 3" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 50 feet, as provided by Zoning Ordinance.

"Lot Type 4" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 40 feet, as provided by Zoning Ordinance.

A) Proposed Development

The following table shows the proposed residential units to be developed within the PID.

Table F-1
Proposed Development within the PID

Description	Proposed Development	
74 Ft Lots	271	Units
60 Ft Lots	698	Units
50 Ft Lots	1,012	Units
40 Ft Lots	183	Units
Total	**2,164**	**Units**

Table F-2 below shows the proposed residential units within Phase #1.

Table F-2
Proposed Development - Phase #1

Description	Proposed Development	
74 Ft Lots	-	Units
60 Ft Lots	100	Units
50 Ft Lots	132	Units
40 Ft Lots	126	Units
Total	**358**	**Units**

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

Table F-3 below shows the proposed residential Lot Types within The Major Improvement Area.

Table F-3
Proposed Development - Major Improvement Area

Description	Proposed Development	
74 Ft Lots	271	Units
60 Ft Lots	598	Units
50 Ft Lots	880	Units
40 Ft Lots	57	Units
Total	**1,806**	**Units**

B) Calculation of Equivalent Units

As explained under Section IV.D, for purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Major Improvement Area Projects to be financed with the Initial Major Improvement Area Bonds shall be allocated to the Major Improvement Area Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units.

For purposes of this Service and Assessment Plan, the City Council has determined that the Assessments shall be allocated to the Major Improvement Area Assessed Property on the basis of the average home value of each Lot Type, and that such method of allocation will result in the imposition of equal shares of the Assessments on Parcels similarly benefited. In determining the average home value of each Lot Type, the City Council has taken into consideration (i) the type of lots (i.e., 60 Ft, 50 Ft, etc.); (ii) current and projected home prices; (iii) the costs of the Authorized Improvements, and (iv) the ability of different property types to utilize and benefit from the Authorized Improvements.

Having taken into consideration the matters described above, the City Council has determined that allocating the Assessments among Parcels based on average home value is best accomplished by creating classifications of benefited Parcels based on the "Lot Types" defined above. These classifications (from Lot Type 1 (74 Ft Lots) representing the highest value to Lot Type 4 (40 Ft Lot) representing the lowest value for residential lots are set forth in Table F-4 on the following page. Assessments are allocated to each Lot Type on the basis of the average home value for each class of lots. This is accomplished by giving each Lot Type an Equivalent Unit factor. Equivalent Units are the ratio of the average value of lots within each assessment class, setting the Equivalent Unit factor for Lot Type 1 (74 Ft Lots) to 1.0.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

Table F-4
Equivalent Unit Factors

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor	
Lot Type 1 (74 Ft Lot)	$625,000	1.00	per dwelling unit
Lot Type 2 (60 Ft Lot)	$550,000	0.88	per dwelling unit
Lot Type 3 (50 Ft Lot)	$475,000	0.76	per dwelling unit
Lot Type 4 (40 Ft Lot)	$425,000	0.68	per dwelling unit

The total estimated Equivalent Units for Phase #1 are shown in Table F-5 below as calculated based on the Equivalent Unit factors shown above, estimated Lot Types and number of units estimated to be built within Phase #1.

Table F-5
Estimated Equivalent Units - Phase #1

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (74 Ft Lot)	-	1.00	-
Lot Type 2 (60 Ft Lot)	100	0.88	88.00
Lot Type 3 (50 Ft Lot)	132	0.76	100.32
Lot Type 4 (40 Ft Lot)	126	0.68	85.68
Total Equivalent Units	**358**		**274.00**

The total estimated Equivalent Units for The Major Improvement Area is shown in Table F-6 below as calculated based on the Equivalent Unit factors shown in Table F-4, estimated Lot Types and number of units estimated to be built within The Major Improvement Area.

Table F-6
Estimated Equivalent Units -Major Improvement Area

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (74 Ft Lot)	271	1.00	271.00
Lot Type 2 (60 Ft Lot)	598	0.88	526.24
Lot Type 3 (50 Ft Lot)	880	0.76	668.80
Lot Type 4 (40 Ft Lot)	57	0.68	38.76
Total Equivalent Units	**1,806**		**1,504.80**

C) Allocation of Assessments to Lots within Phase #1

As shown in Section IV of this Service and Assessment Plan, the total amount of the Phase #1 Bonds and obligations related to a portion of the Phase #1 Improvements and Phase #1's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement,

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

which represents the total Assessment to be allocated on all Parcels within Phase #1, is $14,558,710. As shown in Table F-5, there are a total of 274.00 estimated Equivalent Units in Phase #1, resulting in an Assessment per Equivalent Unit of $53,133.98.

The Assessment per dwelling unit or acre is calculated as the product of (i) $53,133.98 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, The Assessment for a Lot Type 2 (60 Ft Lot) dwelling unit is $46,757.90 (i.e. $53,133.98 × 0.88). The Assessment for a Lot Type 3 (50 Ft Lot) dwelling unit is $40,381.82 (i.e. $53,133.98× 0.76).The Assessment for a Lot Type 4 (40 Ft Lot) dwelling unit is $36,131.10 (i.e. $53,133.98 × 0.68). Table F-7 below sets forth the Assessment per dwelling unit for each Lot Type in Phase #1.

Table F-7
Assessment Per Unit - Phase #1

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit		Total Assessments
Lot Type 1 (74 Ft Lot)	-	$53,133.98	1.00	$53,133.98	per dwelling unit	-
Lot Type 2 (60 Ft Lot)	100	$53,133.98	0.88	$46,757.90	per dwelling unit	$4,675,790
Lot Type 3 (50 Ft Lot)	132	$53,133.98	0.76	$40,381.82	per dwelling unit	$5,330,401
Lot Type 4 (40 Ft Lot)	126	$53,133.98	0.68	$36,131.10	per dwelling unit	$4,552,519
Total	**358**					**$14,558,710**

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table F-8 below.

Table F-8
Projected Leverage - Phase #1

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit[1]	Leverage (Lot Value)	Leverage (Home Value)
74 Ft Lots	-	-	-	-	-	-
60 Ft Lots	100	$110,000	$550,000	$46,757.90	2.35	11.76
50 Ft Lots	132	$95,000	$475,000	$40,381.82	2.35	11.76
40 Ft Lots	126	$85,000	$425,000	$36,131.10	2.35	11.76

1 - Amounts are rounded to the nearest dollar amount.

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table F-9 below.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

Table F-9
Estimated Tax Rate Equivalent per unit - Phase #1

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
74 Ft Lots	-	-	-	-	-	-
60 Ft Lots	100	$110,000	$550,000	$3,418	$3.11	$0.62
50 Ft Lots	132	$95,000	$475,000	$2,952	$3.11	$0.62
40 Ft Lots	126	$85,000	$425,000	$2,635	$3.10	$0.62

The Assessment and Annual Installments for each Parcel or Lot located within Phase #1 is shown on the Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements, attached as Appendix I and the Phase #1 Assessment Roll - Additional Major Improvements, attached as Appendix J, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

D) Allocation of Major Improvement Area Assessments to Lot Types in the Major Improvement Area

As shown in Section IV of this Service and Assessment Plan, the total amount of the Initial Major Improvement Area Bonds and obligation related to the Major Improvement Area's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement, which represents the total Assessment to be allocated on all Parcels within the Major Improvement Area is $26,030,092. As shown in Table F-6, there are a total of 1,504.80 estimated Equivalent Units in the Major Improvement Area, resulting in an Assessment per Equivalent Unit of $17,298.04.

The Assessment per dwelling unit or acre is calculated as the product of (i) $17,298.04 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (74 Ft Lot) dwelling unit is $17,298.04 (i.e. $17,298.04 × 1.00). The Assessment for a Lot Type 2 (60 Ft Lot) dwelling unit is $15,222.28 (i.e. $17,298.04× 0.88). The Assessment for a Lot Type 3 (50 Ft Lot) dwelling unit is $13,146.51 (i.e. $17,298.04× 0.76).The Assessment for a Lot Type 4 (40 Ft Lot) dwelling unit is $11,762.67 (i.e. $17,298.04× 0.68). Table F-10 below sets forth the Assessment per dwelling unit for each Lot Type in the Major Improvement Area.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

Table F-10
Assessment Per Unit –Major Improvement Area

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit		Total Assessments
Lot Type 1 (74 Ft Lot)	271	$17,298.04	1.00	$17,298.04	per dwelling unit	$4,687,769
Lot Type 2 (60 Ft Lot)	598	$17,298.04	0.88	$15,222.28	per dwelling unit	$9,102,921
Lot Type 3 (50 Ft Lot)	880	$17,298.04	0.76	$13,146.51	per dwelling unit	$11,568,930
Lot Type 4 (40 Ft Lot)	57	$17,298.04	0.68	$11,762.67	per dwelling unit	$670,472
Total	**1,806**					**$26,030,092**

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit within the Major Improvement Area is shown in Table F-11 on the following page.

Table F-11
Projected Leverage - Major Improvement Area

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit[1]	Leverage (Lot Value)	Leverage (Home Value)
74 Ft Lots	271	$125,000	$625,000	$17,298.04	7.23	36.13
60 Ft Lots	598	$110,000	$550,000	$15,222.28	7.23	36.13
50 Ft Lots	880	$95,000	$475,000	$13,146.51	7.23	36.13
40 Ft Lots	57	$85,000	$425,000	$11,762.67	7.23	36.13

1 - Amounts are rounded to the nearest dollar amount.

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit within the Major Improvement Area is shown in Table F-12 on the below.

Table F-12
Estimated Tax Rate Equivalent per unit - Major Improvement Area

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
74 Ft Lots	271	$125,000	$625,000	$1,173	$0.94	$0.19
60 Ft Lots	598	$110,000	$550,000	$1,032	$0.94	$0.19
50 Ft Lots	880	$95,000	$475,000	$891	$0.94	$0.19
40 Ft Lots	57	$85,000	$425,000	$798	$0.94	$0.19

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

The Assessment and Annual Installments for each Parcel or Lot located within the Major Improvement Area is shown on the Major Improvement Area Assessment Roll - Initial Major Improvements, attached as Appendix G, and the Major Improvement Area Assessment Roll - Additional Major Improvements, attached as Appendix H, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

APPENDIX G
MAJOR IMPROVEMENT AREA ASSESSMENT ROLL - INITIAL MAJOR IMPROVEMENTS

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

Appendix G-1
Major Improvement Area Assessment Roll - Initial Major Improvements

	All Parcels
Parcel Assessment	**$13,250,000**
Equivalent Units	**1,504.80**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
9/30/2022	$0	$629,375	$0	$0	($629,375)	$0
9/30/2023	$0	$629,375	$30,600	$66,250	($629,375)	$96,850
9/30/2024	$235,000	$629,375	$31,212	$66,250	$0	$961,837
9/30/2025	$250,000	$618,213	$31,836	$65,075	$0	$965,124
9/30/2026	$260,000	$606,338	$32,473	$63,825	$0	$962,635
9/30/2027	$270,000	$593,988	$33,122	$62,525	$0	$959,635
9/30/2028	$285,000	$581,163	$33,785	$61,175	$0	$961,122
9/30/2029	$300,000	$567,625	$34,461	$59,750	$0	$961,836
9/30/2030	$310,000	$553,375	$35,150	$58,250	$0	$956,775
9/30/2031	$325,000	$538,650	$35,853	$56,700	$0	$956,203
9/30/2032	$345,000	$523,213	$36,570	$55,075	$0	$959,857
9/30/2033	$360,000	$506,825	$37,301	$53,350	$0	$957,476
9/30/2034	$375,000	$489,725	$38,047	$51,550	$0	$954,322
9/30/2035	$395,000	$471,913	$38,808	$49,675	$0	$955,396
9/30/2036	$410,000	$453,150	$39,584	$47,700	$0	$950,434
9/30/2037	$430,000	$433,675	$40,376	$45,650	$0	$949,701
9/30/2038	$450,000	$413,250	$41,184	$43,500	$0	$947,934
9/30/2039	$475,000	$391,875	$42,007	$41,250	$0	$950,132
9/30/2040	$495,000	$369,313	$42,847	$38,875	$0	$946,035
9/30/2041	$520,000	$345,800	$43,704	$36,400	$0	$945,904
9/30/2042	$545,000	$321,100	$44,578	$33,800	$0	$944,478
9/30/2043	$570,000	$295,213	$45,470	$31,075	$0	$941,757
9/30/2044	$595,000	$268,138	$46,379	$28,225	$0	$937,742
9/30/2045	$625,000	$239,875	$47,307	$25,250	$0	$937,432
9/30/2046	$655,000	$210,188	$48,253	$22,125	$0	$935,566
9/30/2047	$685,000	$179,075	$49,218	$18,850	$0	$932,143
9/30/2048	$720,000	$146,538	$50,203	$15,425	$0	$932,165
9/30/2049	$750,000	$112,338	$51,207	$11,825	$0	$925,369
9/30/2050	$785,000	$76,713	$52,231	$8,075	$0	$922,018
9/30/2051	$830,000	$39,425	$53,275	$4,150	$0	$926,850
Total	**$13,250,000**	**$12,234,813**	**$1,187,042**	**$1,221,625**	**($1,258,750)**	**$26,634,730**

1 - The 9/30/XX dates represent the fiscal year end for the Bonds.

2 - The interest is calculated assuming a 4.75% interest rate on the Initial Major Improvement Area Bonds.

3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

Appendix G-2
Major Improvement Area - Initial Major Improvements Assessment Roll by Lot Type

Lot Type	**Lot Type 1 (74 Ft)**
Assessment	**$8,805**
Equivalent Unit	**1.00**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
9/30/2022	$0	$418	$0	$0	($418)	$0
9/30/2023	$0	$418	$20	$44	($418)	$64
9/30/2024	$156	$418	$21	$44	$0	$639
9/30/2025	$166	$411	$21	$43	$0	$641
9/30/2026	$173	$403	$22	$42	$0	$640
9/30/2027	$179	$395	$22	$42	$0	$638
9/30/2028	$189	$386	$22	$41	$0	$639
9/30/2029	$199	$377	$23	$40	$0	$639
9/30/2030	$206	$368	$23	$39	$0	$636
9/30/2031	$216	$358	$24	$38	$0	$635
9/30/2032	$229	$348	$24	$37	$0	$638
9/30/2033	$239	$337	$25	$35	$0	$636
9/30/2034	$249	$325	$25	$34	$0	$634
9/30/2035	$262	$314	$26	$33	$0	$635
9/30/2036	$272	$301	$26	$32	$0	$632
9/30/2037	$286	$288	$27	$30	$0	$631
9/30/2038	$299	$275	$27	$29	$0	$630
9/30/2039	$316	$260	$28	$27	$0	$631
9/30/2040	$329	$245	$28	$26	$0	$629
9/30/2041	$346	$230	$29	$24	$0	$629
9/30/2042	$362	$213	$30	$22	$0	$628
9/30/2043	$379	$196	$30	$21	$0	$626
9/30/2044	$395	$178	$31	$19	$0	$623
9/30/2045	$415	$159	$31	$17	$0	$623
9/30/2046	$435	$140	$32	$15	$0	$622
9/30/2047	$455	$119	$33	$13	$0	$619
9/30/2048	$478	$97	$33	$10	$0	$619
9/30/2049	$498	$75	$34	$8	$0	$615
9/30/2050	$522	$51	$35	$5	$0	$613
9/30/2051	$552	$26	$35	$3	$0	$616
Total	**$8,805**	**$8,131**	**$789**	**$812**	**($836)**	**$17,700**

1 - The 9/30/XX dates represent the fiscal year end for the Bonds.
2 - The interest is calculated assuming a 4.75% interest rate on the Initial Major Improvement Area Bonds.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

Appendix G-3
Major Improvement Area - Initial Major Improvements Assessment Roll by Lot Type

Lot Type	**Lot Type 2 (60 Ft)**
Assessment	**$7,749**
Equivalent Unit	**0.88**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
9/30/2022	$0	$368	$0	$0	($368)	$0
9/30/2023	$0	$368	$18	$39	($368)	$57
9/30/2024	$137	$368	$18	$39	$0	$562
9/30/2025	$146	$362	$19	$38	$0	$564
9/30/2026	$152	$355	$19	$37	$0	$563
9/30/2027	$158	$347	$19	$37	$0	$561
9/30/2028	$167	$340	$20	$36	$0	$562
9/30/2029	$175	$332	$20	$35	$0	$562
9/30/2030	$181	$324	$21	$34	$0	$560
9/30/2031	$190	$315	$21	$33	$0	$559
9/30/2032	$202	$306	$21	$32	$0	$561
9/30/2033	$211	$296	$22	$31	$0	$560
9/30/2034	$219	$286	$22	$30	$0	$558
9/30/2035	$231	$276	$23	$29	$0	$559
9/30/2036	$240	$265	$23	$28	$0	$556
9/30/2037	$251	$254	$24	$27	$0	$555
9/30/2038	$263	$242	$24	$25	$0	$554
9/30/2039	$278	$229	$25	$24	$0	$556
9/30/2040	$289	$216	$25	$23	$0	$553
9/30/2041	$304	$202	$26	$21	$0	$553
9/30/2042	$319	$188	$26	$20	$0	$552
9/30/2043	$333	$173	$27	$18	$0	$551
9/30/2044	$348	$157	$27	$17	$0	$548
9/30/2045	$365	$140	$28	$15	$0	$548
9/30/2046	$383	$123	$28	$13	$0	$547
9/30/2047	$401	$105	$29	$11	$0	$545
9/30/2048	$421	$86	$29	$9	$0	$545
9/30/2049	$439	$66	$30	$7	$0	$541
9/30/2050	$459	$45	$31	$5	$0	$539
9/30/2051	$485	$23	$31	$2	$0	$542
Total	**$7,749**	**$7,155**	**$694**	**$714**	**($736)**	**$15,576**

1 - The 9/30/XX dates represent the fiscal year end for the Bonds.
2 - The interest is calculated assuming a 4.75% interest rate on the Initial Major Improvement Area Bonds.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

Appendix G-4
Major Improvement Area - Initial Major Improvements Assessment Roll by Lot Type

Lot Type	**Lot Type 3 (50 Ft)**
Assessment	**$6,692**
Equivalent Unit	**0.76**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
9/30/2022	$0	$318	$0	$0	($318)	$0
9/30/2023	$0	$318	$15	$33	($318)	$49
9/30/2024	$119	$318	$16	$33	$0	$486
9/30/2025	$126	$312	$16	$33	$0	$487
9/30/2026	$131	$306	$16	$32	$0	$486
9/30/2027	$136	$300	$17	$32	$0	$485
9/30/2028	$144	$294	$17	$31	$0	$485
9/30/2029	$152	$287	$17	$30	$0	$486
9/30/2030	$157	$279	$18	$29	$0	$483
9/30/2031	$164	$272	$18	$29	$0	$483
9/30/2032	$174	$264	$18	$28	$0	$485
9/30/2033	$182	$256	$19	$27	$0	$484
9/30/2034	$189	$247	$19	$26	$0	$482
9/30/2035	$199	$238	$20	$25	$0	$483
9/30/2036	$207	$229	$20	$24	$0	$480
9/30/2037	$217	$219	$20	$23	$0	$480
9/30/2038	$227	$209	$21	$22	$0	$479
9/30/2039	$240	$198	$21	$21	$0	$480
9/30/2040	$250	$187	$22	$20	$0	$478
9/30/2041	$263	$175	$22	$18	$0	$478
9/30/2042	$275	$162	$23	$17	$0	$477
9/30/2043	$288	$149	$23	$16	$0	$476
9/30/2044	$301	$135	$23	$14	$0	$474
9/30/2045	$316	$121	$24	$13	$0	$473
9/30/2046	$331	$106	$24	$11	$0	$473
9/30/2047	$346	$90	$25	$10	$0	$471
9/30/2048	$364	$74	$25	$8	$0	$471
9/30/2049	$379	$57	$26	$6	$0	$467
9/30/2050	$396	$39	$26	$4	$0	$466
9/30/2051	$419	$20	$27	$2	$0	$468
Total	**$6,692**	**$6,179**	**$600**	**$617**	**($636)**	**$13,452**

1 - The 9/30/XX dates represent the fiscal year end for the Bonds.
2 - The interest is calculated assuming a 4.75% interest rate on the Initial Major Improvement Area Bonds.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

Appendix G-5
Major Improvement Area - Initial Major Improvements Assessment Roll by Lot Type

Lot Type	**Lot Type 4 (40 Ft)**
Assessment	**$5,988**
Equivalent Unit	**0.68**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
9/30/2022	$0	$284	$0	$0	($284)	$0
9/30/2023	$0	$284	$14	$30	($284)	$44
9/30/2024	$106	$284	$14	$30	$0	$435
9/30/2025	$113	$279	$14	$29	$0	$436
9/30/2026	$117	$274	$15	$29	$0	$435
9/30/2027	$122	$268	$15	$28	$0	$434
9/30/2028	$129	$263	$15	$28	$0	$434
9/30/2029	$136	$257	$16	$27	$0	$435
9/30/2030	$140	$250	$16	$26	$0	$432
9/30/2031	$147	$243	$16	$26	$0	$432
9/30/2032	$156	$236	$17	$25	$0	$434
9/30/2033	$163	$229	$17	$24	$0	$433
9/30/2034	$169	$221	$17	$23	$0	$431
9/30/2035	$178	$213	$18	$22	$0	$432
9/30/2036	$185	$205	$18	$22	$0	$429
9/30/2037	$194	$196	$18	$21	$0	$429
9/30/2038	$203	$187	$19	$20	$0	$428
9/30/2039	$215	$177	$19	$19	$0	$429
9/30/2040	$224	$167	$19	$18	$0	$428
9/30/2041	$235	$156	$20	$16	$0	$427
9/30/2042	$246	$145	$20	$15	$0	$427
9/30/2043	$258	$133	$21	$14	$0	$426
9/30/2044	$269	$121	$21	$13	$0	$424
9/30/2045	$282	$108	$21	$11	$0	$424
9/30/2046	$296	$95	$22	$10	$0	$423
9/30/2047	$310	$81	$22	$9	$0	$421
9/30/2048	$325	$66	$23	$7	$0	$421
9/30/2049	$339	$51	$23	$5	$0	$418
9/30/2050	$355	$35	$24	$4	$0	$417
9/30/2051	$375	$18	$24	$2	$0	$419
Total	**$5,988**	**$5,529**	**$536**	**$552**	**($569)**	**$12,036**

1 - The 9/30/XX dates represent the fiscal year end for the Bonds.
2 - The interest is calculated assuming a 4.75% interest rate on the Initial Major Improvement Area Bonds.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

APPENDIX H
MAJOR IMPROVEMENT AREA ASSESSMENT ROLL - ADDITIONAL MAJOR IMPROVEMENTS

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

Appendix H-1
Major Improvement Area Assessment Roll - Additional Major Improvements

Parcel	All Parcels
Assessment	$12,780,092
Equivalent Units	1,504.80

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Total Annual Installment
9/30/2022	$0	$0	$0	$0
9/30/2023	$226,000	$575,104	$15,000	$816,104
9/30/2024	$236,000	$564,934	$15,300	$816,234
9/30/2025	$247,000	$554,314	$15,606	$816,920
9/30/2026	$257,000	$543,199	$15,918	$816,117
9/30/2027	$269,000	$531,634	$16,236	$816,871
9/30/2028	$281,000	$519,529	$16,561	$817,090
9/30/2029	$293,000	$506,884	$16,892	$816,777
9/30/2030	$306,000	$493,699	$17,230	$816,929
9/30/2031	$319,000	$479,929	$17,575	$816,504
9/30/2032	$333,000	$465,574	$17,926	$816,501
9/30/2033	$348,000	$450,589	$18,285	$816,874
9/30/2034	$363,000	$434,929	$18,651	$816,580
9/30/2035	$379,000	$418,594	$19,024	$816,618
9/30/2036	$396,000	$401,539	$19,404	$816,943
9/30/2037	$413,000	$383,719	$19,792	$816,511
9/30/2038	$432,000	$365,134	$20,188	$817,322
9/30/2039	$451,000	$345,694	$20,592	$817,286
9/30/2040	$470,000	$325,399	$21,004	$816,403
9/30/2041	$491,000	$304,249	$21,424	$816,673
9/30/2042	$513,000	$282,154	$21,852	$817,006
9/30/2043	$535,000	$259,069	$22,289	$816,358
9/30/2044	$559,000	$234,994	$22,735	$816,729
9/30/2045	$583,000	$209,839	$23,190	$816,029
9/30/2046	$609,000	$183,604	$23,653	$816,258
9/30/2047	$636,000	$156,199	$24,127	$816,326
9/30/2048	$664,000	$127,579	$24,609	$816,188
9/30/2049	$693,000	$97,699	$25,101	$815,800
9/30/2050	$723,000	$66,514	$25,603	$815,117
9/30/2051	$755,092	$33,979	$26,115	$815,186
Total	**$12,780,092**	**$10,316,280**	**$581,884**	**$23,678,255**

1 - The 9/30/XX dates represent the fiscal year end.
2 - The interest is calculated assuming a 4.50% interest rate on the obligation related to the Major Improvement Area's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

Appendix H-2
Major Improvement Area - Additional Major Improvements Assessment Roll by Lot Type

Lot Type	**Lot Type 1 (74 Ft)**
Assessment	**$8,493**
Equivalent Unit	**1.00**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Total Annual Installment
9/30/2022	$0	$0	$0	$0
9/30/2023	$150	$382	$10	$542
9/30/2024	$157	$375	$10	$542
9/30/2025	$164	$368	$10	$543
9/30/2026	$171	$361	$11	$542
9/30/2027	$179	$353	$11	$543
9/30/2028	$187	$345	$11	$543
9/30/2029	$195	$337	$11	$543
9/30/2030	$203	$328	$11	$543
9/30/2031	$212	$319	$12	$543
9/30/2032	$221	$309	$12	$543
9/30/2033	$231	$299	$12	$543
9/30/2034	$241	$289	$12	$543
9/30/2035	$252	$278	$13	$543
9/30/2036	$263	$267	$13	$543
9/30/2037	$274	$255	$13	$543
9/30/2038	$287	$243	$13	$543
9/30/2039	$300	$230	$14	$543
9/30/2040	$312	$216	$14	$543
9/30/2041	$326	$202	$14	$543
9/30/2042	$341	$188	$15	$543
9/30/2043	$356	$172	$15	$543
9/30/2044	$371	$156	$15	$543
9/30/2045	$387	$139	$15	$542
9/30/2046	$405	$122	$16	$542
9/30/2047	$423	$104	$16	$542
9/30/2048	$441	$85	$16	$542
9/30/2049	$461	$65	$17	$542
9/30/2050	$480	$44	$17	$542
9/30/2051	$502	$23	$17	$542
Total	**$8,493**	**$6,856**	**$387**	**$15,735**

1 - The 9/30/XX dates represent the fiscal year end.
2 - The interest is calculated assuming a 4.50% interest rate on the obligation related to the Major Improvement Area's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

Appendix H-3
Major Improvement Area - Additional Major Improvements Assessment Roll by Lot Type

Lot Type	**Lot Type 2 (60 Ft)**
Assessment	**$7,474**
Equivalent Unit	**0.88**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Total Annual Installment
9/30/2022	$0	$0	$0	$0
9/30/2023	$132	$336	$9	$477
9/30/2024	$138	$330	$9	$477
9/30/2025	$144	$324	$9	$478
9/30/2026	$150	$318	$9	$477
9/30/2027	$157	$311	$9	$478
9/30/2028	$164	$304	$10	$478
9/30/2029	$171	$296	$10	$478
9/30/2030	$179	$289	$10	$478
9/30/2031	$187	$281	$10	$477
9/30/2032	$195	$272	$10	$477
9/30/2033	$204	$264	$11	$478
9/30/2034	$212	$254	$11	$478
9/30/2035	$222	$245	$11	$478
9/30/2036	$232	$235	$11	$478
9/30/2037	$242	$224	$12	$477
9/30/2038	$253	$214	$12	$478
9/30/2039	$264	$202	$12	$478
9/30/2040	$275	$190	$12	$477
9/30/2041	$287	$178	$13	$478
9/30/2042	$300	$165	$13	$478
9/30/2043	$313	$152	$13	$477
9/30/2044	$327	$137	$13	$478
9/30/2045	$341	$123	$14	$477
9/30/2046	$356	$107	$14	$477
9/30/2047	$372	$91	$14	$477
9/30/2048	$388	$75	$14	$477
9/30/2049	$405	$57	$15	$477
9/30/2050	$423	$39	$15	$477
9/30/2051	$442	$20	$15	$477
Total	**$7,474**	**$6,033**	**$340**	**$13,847**

1 - The 9/30/XX dates represent the fiscal year end.
2 - The interest is calculated assuming a 4.50% interest rate on the obligation related to the Major Improvement Area's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

Appendix H-4
Major Improvement Area - Additional Major Improvements Assessment Roll by Lot Type

Lot Type	**Lot Type 3 (50 Ft)**
Assessment	**$6,455**
Equivalent Unit	**0.76**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Total Annual Installment
9/30/2022	$0	$0	$0	$0
9/30/2023	$114	$290	$8	$412
9/30/2024	$119	$285	$8	$412
9/30/2025	$125	$280	$8	$413
9/30/2026	$130	$274	$8	$412
9/30/2027	$136	$269	$8	$413
9/30/2028	$142	$262	$8	$413
9/30/2029	$148	$256	$9	$413
9/30/2030	$155	$249	$9	$413
9/30/2031	$161	$242	$9	$412
9/30/2032	$168	$235	$9	$412
9/30/2033	$176	$228	$9	$413
9/30/2034	$183	$220	$9	$412
9/30/2035	$191	$211	$10	$412
9/30/2036	$200	$203	$10	$413
9/30/2037	$209	$194	$10	$412
9/30/2038	$218	$184	$10	$413
9/30/2039	$228	$175	$10	$413
9/30/2040	$237	$164	$11	$412
9/30/2041	$248	$154	$11	$412
9/30/2042	$259	$143	$11	$413
9/30/2043	$270	$131	$11	$412
9/30/2044	$282	$119	$11	$412
9/30/2045	$294	$106	$12	$412
9/30/2046	$308	$93	$12	$412
9/30/2047	$321	$79	$12	$412
9/30/2048	$335	$64	$12	$412
9/30/2049	$350	$49	$13	$412
9/30/2050	$365	$34	$13	$412
9/30/2051	$381	$17	$13	$412
Total	**$6,455**	**$5,210**	**$294**	**$11,959**

1 - The 9/30/XX dates represent the fiscal year end.
2 - The interest is calculated assuming a 4.50% interest rate on the obligation related to the Major Improvement Area's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

Appendix H-5
Major Improvement Area - Additional Major Improvements Assessment Roll by Lot Type

Lot Type	**Lot Type 4 (40 Ft)**
Assessment	**$5,775**
Equivalent Unit	**0.68**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Total Annual Installment
9/30/2022	$0	$0	$0	$0
9/30/2023	$102	$260	$7	$369
9/30/2024	$107	$255	$7	$369
9/30/2025	$112	$250	$7	$369
9/30/2026	$116	$245	$7	$369
9/30/2027	$122	$240	$7	$369
9/30/2028	$127	$235	$7	$369
9/30/2029	$132	$229	$8	$369
9/30/2030	$138	$223	$8	$369
9/30/2031	$144	$217	$8	$369
9/30/2032	$150	$210	$8	$369
9/30/2033	$157	$204	$8	$369
9/30/2034	$164	$197	$8	$369
9/30/2035	$171	$189	$9	$369
9/30/2036	$179	$181	$9	$369
9/30/2037	$187	$173	$9	$369
9/30/2038	$195	$165	$9	$369
9/30/2039	$204	$156	$9	$369
9/30/2040	$212	$147	$9	$369
9/30/2041	$222	$137	$10	$369
9/30/2042	$232	$128	$10	$369
9/30/2043	$242	$117	$10	$369
9/30/2044	$253	$106	$10	$369
9/30/2045	$263	$95	$10	$369
9/30/2046	$275	$83	$11	$369
9/30/2047	$287	$71	$11	$369
9/30/2048	$300	$58	$11	$369
9/30/2049	$313	$44	$11	$369
9/30/2050	$327	$30	$12	$368
9/30/2051	$341	$15	$12	$368
Total	**$5,775**	**$4,662**	**$263**	**$10,700**

1 - The 9/30/XX dates represent the fiscal year end.
2 - The interest is calculated assuming a 4.50% interest rate on the obligation related to the Major Improvement Area's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

APPENDIX I
PHASE #1 ASSESSMENT ROLL - PHASE #1 IMPROVEMENTS AND INITIAL MAJOR IMPROVEMENTS

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

Appendix I-1
Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements

Parcel	**All Parcels**
Equivalent Units	**$12,231,659**
Assessment	**274.00**

Year[1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
9/30/2022	$249,044	$0	$0	$0	($249,044)	$0
9/30/2023	$350,218	$203,320	$30,600	$36,865	($350,218)	$270,785
9/30/2024	$478,218	$316,640	$31,212	$36,865	$0	$862,934
9/30/2025	$479,138	$317,525	$31,836	$36,225	$0	$864,723
9/30/2026	$478,725	$319,410	$32,473	$35,550	$0	$866,158
9/30/2027	$479,028	$321,205	$33,122	$34,845	$0	$868,200
9/30/2028	$478,998	$323,000	$33,785	$34,105	$0	$869,887
9/30/2029	$479,635	$324,727	$34,461	$33,330	$0	$872,153
9/30/2030	$479,893	$326,455	$35,150	$32,515	$0	$874,012
9/30/2031	$479,770	$329,092	$35,853	$31,660	$0	$876,375
9/30/2032	$480,268	$331,730	$36,570	$30,765	$0	$879,332
9/30/2033	$480,338	$334,277	$37,301	$29,825	$0	$881,741
9/30/2034	$479,980	$336,825	$38,047	$28,840	$0	$883,692
9/30/2035	$480,195	$339,282	$38,808	$27,810	$0	$886,095
9/30/2036	$480,935	$342,740	$39,584	$26,730	$0	$889,989
9/30/2037	$481,153	$346,107	$40,376	$25,595	$0	$893,231
9/30/2038	$481,848	$349,475	$41,184	$24,405	$0	$896,911
9/30/2039	$481,973	$353,752	$42,007	$23,155	$0	$900,887
9/30/2040	$482,528	$358,030	$42,847	$21,845	$0	$905,250
9/30/2041	$483,465	$362,195	$43,704	$20,470	$0	$909,834
9/30/2042	$483,738	$366,360	$44,578	$19,025	$0	$913,701
9/30/2043	$484,345	$371,412	$45,470	$17,510	$0	$918,737
9/30/2044	$485,240	$376,465	$46,379	$15,920	$0	$924,004
9/30/2045	$485,375	$381,405	$47,307	$14,250	$0	$928,337
9/30/2046	$486,750	$387,345	$48,253	$12,500	$0	$934,848
9/30/2047	$487,270	$393,172	$49,218	$10,660	$0	$940,320
9/30/2048	$487,935	$400,000	$50,203	$8,730	$0	$946,867
9/30/2049	$488,698	$406,715	$51,207	$6,705	$0	$953,324
9/30/2050	$490,510	$413,430	$52,231	$4,580	$0	$960,750
9/30/2051	$491,278	$421,669	$53,275	$2,345	$0	$968,567
Total	**$14,116,482**	**$10,153,755**	**$1,187,042**	**$683,625**	**($599,262)**	**$25,541,642**

1 - The 9/30/XX dates represent the fiscal year end for the Bonds.
2 - The interest is calculated assuming a 4.75% interest rate on the Phase #1 Bonds.
3 - The interest is calculated assuming a 4.50% interest rate on the obligation related to the Phase #1 under the Reimbursement Agreement.
4 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

Appendix I-2
Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements by Lot Type

Lot Type	**Lot Type 2 (60 Ft)**
Assessment	**$39,284**
Equivalent Unit	**0.88**

Year[1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
9/30/2022	$800	$0	$0	$0	($800)	$0
9/30/2023	$1,125	$653	$98	$118	($1,125)	$870
9/30/2024	$1,536	$1,017	$100	$118	$0	$2,771
9/30/2025	$1,539	$1,020	$102	$116	$0	$2,777
9/30/2026	$1,538	$1,026	$104	$114	$0	$2,782
9/30/2027	$1,538	$1,032	$106	$112	$0	$2,788
9/30/2028	$1,538	$1,037	$109	$110	$0	$2,794
9/30/2029	$1,540	$1,043	$111	$107	$0	$2,801
9/30/2030	$1,541	$1,048	$113	$104	$0	$2,807
9/30/2031	$1,541	$1,057	$115	$102	$0	$2,815
9/30/2032	$1,542	$1,065	$117	$99	$0	$2,824
9/30/2033	$1,543	$1,074	$120	$96	$0	$2,832
9/30/2034	$1,542	$1,082	$122	$93	$0	$2,838
9/30/2035	$1,542	$1,090	$125	$89	$0	$2,846
9/30/2036	$1,545	$1,101	$127	$86	$0	$2,858
9/30/2037	$1,545	$1,112	$130	$82	$0	$2,869
9/30/2038	$1,548	$1,122	$132	$78	$0	$2,881
9/30/2039	$1,548	$1,136	$135	$74	$0	$2,893
9/30/2040	$1,550	$1,150	$138	$70	$0	$2,907
9/30/2041	$1,553	$1,163	$140	$66	$0	$2,922
9/30/2042	$1,554	$1,177	$143	$61	$0	$2,935
9/30/2043	$1,556	$1,193	$146	$56	$0	$2,951
9/30/2044	$1,558	$1,209	$149	$51	$0	$2,968
9/30/2045	$1,559	$1,225	$152	$46	$0	$2,982
9/30/2046	$1,563	$1,244	$155	$40	$0	$3,002
9/30/2047	$1,565	$1,263	$158	$34	$0	$3,020
9/30/2048	$1,567	$1,285	$161	$28	$0	$3,041
9/30/2049	$1,570	$1,306	$164	$22	$0	$3,062
9/30/2050	$1,575	$1,328	$168	$15	$0	$3,086
9/30/2051	$1,578	$1,354	$171	$8	$0	$3,111
Total	**$45,338**	**$32,611**	**$3,812**	**$2,196**	**($1,925)**	**$82,032**

1 - The 9/30/XX dates represent the fiscal year end for the Bonds.
2 - The interest is calculated assuming a 4.75% interest rate on the Phase #1 Bonds.
3 - The interest is calculated assuming a 4.50% interest rate on the obligation related to the Phase #1 under the Reimbursement Agreement.
4 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

Appendix I-3
Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements by Lot Type

Lot Type	**Lot Type 3 (50 Ft)**
Assessment	**$33,927**
Equivalent Unit	**0.76**

Year[1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
9/30/2022	$691	$0	$0	$0	($691)	$0
9/30/2023	$971	$564	$85	$102	($971)	$751
9/30/2024	$1,326	$878	$87	$102	$0	$2,394
9/30/2025	$1,329	$881	$88	$100	$0	$2,399
9/30/2026	$1,328	$886	$90	$99	$0	$2,402
9/30/2027	$1,329	$891	$92	$97	$0	$2,408
9/30/2028	$1,329	$896	$94	$95	$0	$2,413
9/30/2029	$1,330	$901	$96	$92	$0	$2,419
9/30/2030	$1,331	$905	$97	$90	$0	$2,424
9/30/2031	$1,331	$913	$99	$88	$0	$2,431
9/30/2032	$1,332	$920	$101	$85	$0	$2,439
9/30/2033	$1,332	$927	$103	$83	$0	$2,446
9/30/2034	$1,331	$934	$106	$80	$0	$2,451
9/30/2035	$1,332	$941	$108	$77	$0	$2,458
9/30/2036	$1,334	$951	$110	$74	$0	$2,469
9/30/2037	$1,335	$960	$112	$71	$0	$2,478
9/30/2038	$1,337	$969	$114	$68	$0	$2,488
9/30/2039	$1,337	$981	$117	$64	$0	$2,499
9/30/2040	$1,338	$993	$119	$61	$0	$2,511
9/30/2041	$1,341	$1,005	$121	$57	$0	$2,524
9/30/2042	$1,342	$1,016	$124	$53	$0	$2,534
9/30/2043	$1,343	$1,030	$126	$49	$0	$2,548
9/30/2044	$1,346	$1,044	$129	$44	$0	$2,563
9/30/2045	$1,346	$1,058	$131	$40	$0	$2,575
9/30/2046	$1,350	$1,074	$134	$35	$0	$2,593
9/30/2047	$1,352	$1,091	$137	$30	$0	$2,608
9/30/2048	$1,353	$1,109	$139	$24	$0	$2,626
9/30/2049	$1,356	$1,128	$142	$19	$0	$2,644
9/30/2050	$1,361	$1,147	$145	$13	$0	$2,665
9/30/2051	$1,363	$1,170	$148	$7	$0	$2,687
Total	**$39,155**	**$28,164**	**$3,293**	**$1,896**	**($1,662)**	**$70,845**

1 - The 9/30/XX dates represent the fiscal year end for the Bonds.
2 - The interest is calculated assuming a 4.75% interest rate on the Phase #1 Bonds.
3 - The interest is calculated assuming a 4.50% interest rate on the obligation related to the Phase #1 under the Reimbursement Agreement.
4 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

Appendix I-4
Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements by Lot Type

Lot Type	**Lot Type 4 (40 Ft)**
Assessment	**$30,356**
Equivalent Unit	**0.68**

Year[1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
9/30/2022	$618	$0	$0	$0	($618)	$0
9/30/2023	$869	$505	$76	$91	($869)	$672
9/30/2024	$1,187	$786	$77	$91	$0	$2,142
9/30/2025	$1,189	$788	$79	$90	$0	$2,146
9/30/2026	$1,188	$793	$81	$88	$0	$2,150
9/30/2027	$1,189	$797	$82	$86	$0	$2,155
9/30/2028	$1,189	$802	$84	$85	$0	$2,159
9/30/2029	$1,190	$806	$86	$83	$0	$2,164
9/30/2030	$1,191	$810	$87	$81	$0	$2,169
9/30/2031	$1,191	$817	$89	$79	$0	$2,175
9/30/2032	$1,192	$823	$91	$76	$0	$2,182
9/30/2033	$1,192	$830	$93	$74	$0	$2,188
9/30/2034	$1,191	$836	$94	$72	$0	$2,193
9/30/2035	$1,192	$842	$96	$69	$0	$2,199
9/30/2036	$1,194	$851	$98	$66	$0	$2,209
9/30/2037	$1,194	$859	$100	$64	$0	$2,217
9/30/2038	$1,196	$867	$102	$61	$0	$2,226
9/30/2039	$1,196	$878	$104	$57	$0	$2,236
9/30/2040	$1,198	$889	$106	$54	$0	$2,247
9/30/2041	$1,200	$899	$108	$51	$0	$2,258
9/30/2042	$1,201	$909	$111	$47	$0	$2,268
9/30/2043	$1,202	$922	$113	$43	$0	$2,280
9/30/2044	$1,204	$934	$115	$40	$0	$2,293
9/30/2045	$1,205	$947	$117	$35	$0	$2,304
9/30/2046	$1,208	$961	$120	$31	$0	$2,320
9/30/2047	$1,209	$976	$122	$26	$0	$2,334
9/30/2048	$1,211	$993	$125	$22	$0	$2,350
9/30/2049	$1,213	$1,009	$127	$17	$0	$2,366
9/30/2050	$1,217	$1,026	$130	$11	$0	$2,384
9/30/2051	$1,219	$1,046	$132	$6	$0	$2,404
Total	**$35,034**	**$25,199**	**$2,946**	**$1,697**	**($1,487)**	**$63,388**

1 - The 9/30/XX dates represent the fiscal year end for the Bonds.
2 - The interest is calculated assuming a 4.75% interest rate on the Phase #1 Bonds.
3 - The interest is calculated assuming a 4.50% interest rate on the obligation related to the Phase #1 under the Reimbursement Agreement.
4 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

APPENDIX J
PHASE #1 ASSESSMENT ROLL - ADDITIONAL MAJOR IMPROVEMENTS

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

Appendix J-1
Phase #1 Assessment Roll - Additional Major Improvements

Parcel	**All Parcels**
Assessment	**$2,327,050**
Equivalent Units	**274.00**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Total Annual Installment
9/30/2022	$0	$0	$0	$0
9/30/2023	$45,000	$104,717	$15,000	$164,717
9/30/2024	$47,000	$102,692	$15,300	$164,992
9/30/2025	$49,000	$100,577	$15,606	$165,183
9/30/2026	$50,000	$98,372	$15,918	$164,290
9/30/2027	$52,000	$96,122	$16,236	$164,359
9/30/2028	$54,000	$93,782	$16,561	$164,343
9/30/2029	$56,000	$91,352	$16,892	$164,245
9/30/2030	$58,000	$88,832	$17,230	$164,063
9/30/2031	$60,000	$86,222	$17,575	$163,797
9/30/2032	$63,000	$83,522	$17,926	$164,449
9/30/2033	$65,000	$80,687	$18,285	$163,972
9/30/2034	$68,000	$77,762	$18,651	$164,413
9/30/2035	$70,000	$74,702	$19,024	$163,726
9/30/2036	$73,000	$71,552	$19,404	$163,956
9/30/2037	$76,000	$68,267	$19,792	$164,059
9/30/2038	$79,000	$64,847	$20,188	$164,035
9/30/2039	$82,000	$61,292	$20,592	$163,884
9/30/2040	$85,000	$57,602	$21,004	$163,606
9/30/2041	$88,000	$53,777	$21,424	$163,201
9/30/2042	$92,000	$49,817	$21,852	$163,669
9/30/2043	$96,000	$45,677	$22,289	$163,966
9/30/2044	$100,000	$41,357	$22,735	$164,092
9/30/2045	$104,000	$36,857	$23,190	$164,047
9/30/2046	$108,000	$32,177	$23,653	$163,831
9/30/2047	$112,000	$27,317	$24,127	$163,444
9/30/2048	$117,000	$22,277	$24,609	$163,886
9/30/2049	$122,000	$17,012	$25,101	$164,114
9/30/2050	$127,000	$11,522	$25,603	$164,126
9/30/2051	$129,050	$5,807	$26,115	$160,973
Total	**$2,327,050**	**$1,846,506**	**$581,884**	**$4,755,439**

1 - The 9/30/XX dates represent the fiscal year end.
2 - The interest is calculated assuming a 4.50% interest rate on the obligation related to Phase #1s pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

Appendix J-2
Phase #1 Assessment Roll - Additional Major Improvements by Lot Type

Lot Type	**Lot Type 2 (60 Ft)**
Assessment	**$7,474**
Equivalent Unit	**0.88**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Total Annual Installment
9/30/2022	$0	$0	$0	$0
9/30/2023	$145	$336	$48	$529
9/30/2024	$151	$330	$49	$530
9/30/2025	$157	$323	$50	$531
9/30/2026	$161	$316	$51	$528
9/30/2027	$167	$309	$52	$528
9/30/2028	$173	$301	$53	$528
9/30/2029	$180	$293	$54	$528
9/30/2030	$186	$285	$55	$527
9/30/2031	$193	$277	$56	$526
9/30/2032	$202	$268	$58	$528
9/30/2033	$209	$259	$59	$527
9/30/2034	$218	$250	$60	$528
9/30/2035	$225	$240	$61	$526
9/30/2036	$234	$230	$62	$527
9/30/2037	$244	$219	$64	$527
9/30/2038	$254	$208	$65	$527
9/30/2039	$263	$197	$66	$526
9/30/2040	$273	$185	$67	$525
9/30/2041	$283	$173	$69	$524
9/30/2042	$295	$160	$70	$526
9/30/2043	$308	$147	$72	$527
9/30/2044	$321	$133	$73	$527
9/30/2045	$334	$118	$74	$527
9/30/2046	$347	$103	$76	$526
9/30/2047	$360	$88	$77	$525
9/30/2048	$376	$72	$79	$526
9/30/2049	$392	$55	$81	$527
9/30/2050	$408	$37	$82	$527
9/30/2051	$414	$19	$84	$517
Total	**$7,474**	**$5,930**	**$1,869**	**$15,273**

1 - The 9/30/XX dates represent the fiscal year end.
2 - The interest is calculated assuming a 4.50% interest rate on the obligation related to Phase #1s pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

Appendix J-3
Phase #1 Assessment Roll - Additional Major Improvements by Lot Type

Lot Type	**Lot Type 3 (50 Ft)**
Assessment	**$6,455**
Equivalent Unit	**0.76**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Total Annual Installment
9/30/2022	$0	$0	$0	$0
9/30/2023	$125	$290	$42	$457
9/30/2024	$130	$285	$42	$458
9/30/2025	$136	$279	$43	$458
9/30/2026	$139	$273	$44	$456
9/30/2027	$144	$267	$45	$456
9/30/2028	$150	$260	$46	$456
9/30/2029	$155	$253	$47	$456
9/30/2030	$161	$246	$48	$455
9/30/2031	$166	$239	$49	$454
9/30/2032	$175	$232	$50	$456
9/30/2033	$180	$224	$51	$455
9/30/2034	$189	$216	$52	$456
9/30/2035	$194	$207	$53	$454
9/30/2036	$202	$198	$54	$455
9/30/2037	$211	$189	$55	$455
9/30/2038	$219	$180	$56	$455
9/30/2039	$227	$170	$57	$455
9/30/2040	$236	$160	$58	$454
9/30/2041	$244	$149	$59	$453
9/30/2042	$255	$138	$61	$454
9/30/2043	$266	$127	$62	$455
9/30/2044	$277	$115	$63	$455
9/30/2045	$288	$102	$64	$455
9/30/2046	$300	$89	$66	$454
9/30/2047	$311	$76	$67	$453
9/30/2048	$325	$62	$68	$455
9/30/2049	$338	$47	$70	$455
9/30/2050	$352	$32	$71	$455
9/30/2051	$358	$16	$72	$446
Total	**$6,455**	**$5,122**	**$1,614**	**$13,190**

1 - The 9/30/XX dates represent the fiscal year end.
2 - The interest is calculated assuming a 4.50% interest rate on the obligation related to Phase #1s pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

Appendix J-4
Phase #1 Assessment Roll - Additional Major Improvements by Lot Type

Lot Type	**Lot Type 4 (40 Ft)**
Assessment	**$5,775**
Equivalent Unit	**0.68**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Total Annual Installment
9/30/2022	$0	$0	$0	$0
9/30/2023	$112	$260	$37	$409
9/30/2024	$117	$255	$38	$409
9/30/2025	$122	$250	$39	$410
9/30/2026	$124	$244	$40	$408
9/30/2027	$129	$239	$40	$408
9/30/2028	$134	$233	$41	$408
9/30/2029	$139	$227	$42	$408
9/30/2030	$144	$220	$43	$407
9/30/2031	$149	$214	$44	$407
9/30/2032	$156	$207	$44	$408
9/30/2033	$161	$200	$45	$407
9/30/2034	$169	$193	$46	$408
9/30/2035	$174	$185	$47	$406
9/30/2036	$181	$178	$48	$407
9/30/2037	$189	$169	$49	$407
9/30/2038	$196	$161	$50	$407
9/30/2039	$204	$152	$51	$407
9/30/2040	$211	$143	$52	$406
9/30/2041	$218	$133	$53	$405
9/30/2042	$228	$124	$54	$406
9/30/2043	$238	$113	$55	$407
9/30/2044	$248	$103	$56	$407
9/30/2045	$258	$91	$58	$407
9/30/2046	$268	$80	$59	$407
9/30/2047	$278	$68	$60	$406
9/30/2048	$290	$55	$61	$407
9/30/2049	$303	$42	$62	$407
9/30/2050	$315	$29	$64	$407
9/30/2051	$320	$14	$65	$399
Total	**$5,775**	**$4,583**	**$1,444**	**$11,802**

1 - The 9/30/XX dates represent the fiscal year end.
2 - The interest is calculated assuming a 4.50% interest rate on the obligation related to Phase #1s pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 Additional MI SAP – Levy Ordinance)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Bella Lopez, Senior Planner
CC: Jason Laumer, City Manager
Date: November 9, 2021
Re: Parks at Wilson Creek PID Initial MI SAP - Levy Ordinance

---

Action Requested:
Conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final The Parks at Wilson Creek Public Improvement District Service and Assessment Plan, including the Major Improvement Area Assessment Roll – Initial Major Improvements; making a finding of special benefit to property within the Major Improvement Area of The Parks at Wilson Creek Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against the Major Improvement Area assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance) (Lopez)

Background:
Please refer to the attachment and the associated SAP Levy item for additional information.

Supporting Documents:
· Draft Ordinance

Staff Recommendation:
Staff recommends approval.

ORDINANCE NO. _____

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 – INITIAL MAJOR IMPROVEMENTS FOR THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN THE MAJOR IMPROVEMENT AREA OF THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN THE MAJOR IMPROVEMENT AREA OF THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a petition was submitted and filed with the City Secretary (the "City Secretary") of the City of Celina, Texas (the "City") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"), requesting the creation of a public improvement district located within the corporate limits of the City; and

WHEREAS, the petition contained the signature of the owner of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Collin Central Appraisal District, and the signature of the record owner of 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 August 10, 2021, 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. 2021-58R (the "Authorization Resolution") adopted by a majority of the members of the City Council, authorized and created The Parks at Wilson Creek 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 12, 2021, the City Council adopted a resolution approving a preliminary service and assessment plan, including a proposed "Major Improvement Area Assessment Roll – Initial Major Improvements" (as defined in the Service and Assessment

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

Plan); calling for a public hearing to consider an ordinance levying assessments on property within the Major Improvement Area of the District (the "Assessments"); authorizing and directing the City Secretary of the City to file the proposed Major Improvement Area Assessment Roll – Initial Major Improvements and make such assessment roll available for public inspection; authorizing and directing the publication of notice of a public hearing to consider the levying of the Assessments against the property within the 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 13, 2021, the City Secretary filed the proposed Major Improvement Area Assessment Roll – Initial Major Improvements 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 18, 2021 in the *Celina Record*, a newspaper of general circulation in the City; and

WHEREAS, the City Secretary, pursuant to Section 372.016(c) of the PID Act, mailed the notice of the Levy and Assessment Hearing to the last known addresses of the owners of the property liable for the Assessments; and

WHEREAS, the City Council opened and convened the Levy and Assessment Hearing on November 9, 2021, and at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Major Improvement Area Assessment Roll – Initial Major Improvements, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the Actual Costs of the portion of the Initial Major Improvements (as defined in the Service and Assessment Plan) allocated to the Major Improvement Area to be undertaken for the benefit of the Major Improvement Area Assessed Property (the "Major Improvement Area Initial Major Improvements"), the purposes of the Assessments, the special benefits of the Major Improvement Area Initial Major Improvements, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council finds and determines that the Major Improvement Area Assessment Roll – Initial Major Improvements and The Parks at Wilson Creek Public Improvement District Service and Assessment Plan, dated November 9, 2021, in a form substantially similar to the attached ***Exhibit A,*** (the "Service and Assessment Plan"), and which is incorporated herein for all purposes, should be approved and that the Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan and the Major Improvement Area Assessment Roll – Initial Major Improvements attached thereto as Appendix G; and

WHEREAS, the City Council further finds that there were no objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of the Actual Costs of the Major Improvement Area Initial Major Improvements (as described in the Service and Assessment Plan), the Major Improvement Area Assessment Roll – Initial Major

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

Improvements, or the levy of the Assessments against the Major Improvement Area Assessed Property; and

WHEREAS, the owners (the "Landowners"), or their representatives, of the majority of the privately-owned and taxable property located within the Major Improvement Area of the District, who are the persons to be assessed pursuant to this Ordinance, have indicated their approval and acceptance of the Service and Assessment Plan, approval of the Major Improvement Area Assessment Roll – Initial Major Improvements, approval of this Ordinance, and approval of the levy of the Assessments against their property located within the Major Improvement Area of the District; and

WHEREAS, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the PID Act.

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

Section 1. **Terms**.

Terms not otherwise defined herein are defined in the Service and Assessment Plan.

Section 2. **Findings**.

The findings and determinations set forth in the preambles hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section. The City Council hereby finds, determines, and ordains, as follows:

(a) The apportionment of the Actual Costs of the Major Improvement Area Initial Major Improvements (as reflected in the Service and Assessment Plan), and the Administrative Expenses (as defined in and as described by the Service and Assessment Plan) is fair and reasonable, reflects an accurate presentation of the special benefit each assessed parcel of the Major Improvement Area Assessed Property will receive from the construction of the Major Improvement Area Initial Major Improvements identified in the Service and Assessment Plan, and is hereby approved;

(b) The Service and Assessment Plan (i) covers a period of at least five years, (ii) defines the annual indebtedness and projected costs for the Major Improvement Area Initial Major Improvements, and (iii) includes a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended*;*

(c) The Service and Assessment Plan apportions the Actual Costs of the Major Improvement Area Initial Major Improvements to be assessed against the Major Improvement Area Assessed Property as Assessments and such apportionment is made

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

on the basis of special benefits accruing to the property because of the Major Improvement Area Initial Major Improvements;

(d) All of the Major Improvement Area Assessed Property of the District which is being assessed in the amounts shown in the Major Improvement Area Assessment Roll – Initial Major Improvements will be benefited by the Major Improvement Area Initial Major Improvements proposed to be constructed as described in the Service and Assessment Plan, and each parcel of Major Improvement Area Assessed Property will receive special benefits during the term of the Assessments equal to or greater than the total amount assessed;

(e) The method of apportionment of the Actual Costs of the Major Improvement Area Initial Major Improvements and Administrative Expenses set forth in the Service and Assessment Plan results in imposing equal shares of the Actual Costs of the Major Improvement Area Initial Major 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 – Initial Major Improvements should be approved as the Major Improvement Area Assessment Roll – Initial Major Improvements for the Major Improvement Area Assessed Property within the District;

(h) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Assessments, interest on Annual Installments, interest and penalties on delinquent Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of the Assessments should be approved and will expedite collection of the Assessments in a timely manner in order to provide the services and improvements needed and required for the Major Improvement Area of the District; and

(i) A written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered, and formally acted upon.

Section 3. Service and Assessment Plan.

The Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the PID Act as the service plan and the assessment plan for the District.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

Section 4. Major Improvement Area Assessment Roll – Initial Major Improvements.

The Major Improvement Area Assessment Roll – Initial Major Improvements is hereby accepted and approved pursuant to Section 372.016 of the PID Act as the Major Improvement Area Assessment Roll – Initial Major Improvements of the District.

Section 5. Levy and Payment of Assessments for Actual Costs of the Major Improvement Area Initial Major Improvements.

(a) The City Council hereby levies an assessment on each parcel of Major Improvement Area Assessed Property (excluding Non-Benefitted Property, as defined in the Service and Assessment Plan), as shown and described in the Service and Assessment Plan and the Major Improvement Area Assessment Roll – Initial Major Improvements, in the respective amounts shown on the Major Improvement Area Assessment Roll – Initial Major Improvements, as a special assessment on the properties set forth in the Major Improvement Area Assessment Roll – Initial Major Improvements.

(b) The levy of the Assessments shall be effective on the date of execution of this Ordinance levying the Assessments and strictly in accordance with the terms of the Service and Assessment Plan and the PID Act.

(c) The collection of the Assessments shall be as described in the Service and Assessment Plan and the PID Act.

(d) Each Assessment may be paid in a lump sum at any time or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.

(f) Each Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.

(g) The Administrative Expenses for the Major Improvement Area Assessed Property shall be calculated and collected pursuant to the terms of the Service and Assessment Plan.

Section 6. Method of Assessment.

The method of apportioning the Actual Costs of the Major Improvement Area Initial Major Improvements and Administrative Expenses are set forth in the Service and Assessment Plan.

Section 7. Penalties and Interest on Delinquent Assessments.

Delinquent Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Service and Assessment Plan and as allowed by law.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

Section 8. **Prepayments of Assessments**.

As provided in Section VI of the Service and Assessment Plan, the owner of any Major Improvement Area Assessed Property subject to an Assessment may prepay the Assessments levied by this Ordinance.

Section 9. **Lien Priority**.

The City Council and the Landowners intend for the obligations, covenants and burdens on the Landowners of each parcel of Major Improvement Area Assessed Property, including without limitation such Landowners' obligations related to payment of the Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Assessments and the Annual Installments thereof which are levied hereby shall be binding upon the Landowners, as the owners of each parcel of Major Improvement Area Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. The Assessments shall have lien priority as specified in the Service and Assessment Plan and the PID Act.

Section 10. **Appointment of Administrator and Collector of Assessments**.

(a) Appointment of Administrator.

MuniCap, Inc., is hereby appointed and designated to initially serve, or until otherwise determined by the City Council, as the Administrator of the Service and Assessment Plan and of the Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such service shall constitute an Administrative Expense.

(b) Appointment of Collector.

The Collin County Tax Assessor and Collector is hereby appointed and designated as the collector of the Assessments.

Section 11. **Applicability of Tax Code.**

To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of the Assessments by the City.

Section 12. **Filing in Land Records**.

The City Secretary or the Assistant City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and the Major Improvement Area Assessment Roll – Initial Major Improvements, to be recorded in the real property records of Collin County, not later than the seventh day after the date the City Council adopts this Ordinance approving the Service and Assessment Plan. The City Secretary or the Assistant

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

City Secretary is further directed to similarly file each Annual Service Plan Update (as defined in the Service and Assessment Plan) approved by the City Council not later than the seventh day after the date that the City Council approves each Annual Service Plan Update.

Section 13. Severability.

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity or any other portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 14. Effective Date.

This Ordinance shall take effect, and the levy of the Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage and execution hereof.

[Remainder of Page Intentionally Left Blank; Signatures to Follow]

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

PASSED AND ADOPTED, this the 9th day of November, 2021.

CITY OF CELINA, TEXAS

_____
Mayor

ATTEST:

_____
Assistant City Secretary

(City Seal)

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2021 by Sean Terry, Mayor of the City of Celina, Texas on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

EXHIBIT A

Service and Assessment Plan

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT

CELINA, TEXAS

SERVICE AND ASSESSMENT PLAN

November 9, 2021

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT

SERVICE AND ASSESSMENT PLAN

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Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On August 10, 2021, the City Council of the City of Celina, Texas passed and approved Resolution No. 2021-58R (filed in the real property records of Collin County, Texas as Document No. 20210817001660740 on August 17, 2021) approving and authorizing the creation of The Parks at Wilson Creek Improvement District (the "PID") to finance the costs of certain public improvements for the benefit of property in the PID (the "Authorized Improvements"), all of which is located within the City of Celina.

The property in the PID is proposed to be developed in multiple phases, and the PID will finance public improvements as the property within the PID is developed. Assessments will be imposed on the property for the public improvements to be constructed.

Chapter 372 of the Texas Local Government Code, the "Public Improvement District Assessment Act" (as amended, the "PID Act"), governs the creation and operation of public improvement districts within the State of Texas. The Parks at Wilson Creek Public Improvement District Service and Assessment Plan (the "Service and Assessment Plan") has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan must: (1) cover a period of at least five years; (2) define the annual indebtedness and the projected costs for improvements, and (3) include a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The plan shall be reviewed and updated annually for the purpose of determining the annual budget for improvements." The service plan is described in Section IV of this Service and Assessment Plan.

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

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

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

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

B. Definitions

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

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

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

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

"Additional Interest Component" means the amount collected by application of the Additional Interest.

"Additional Interest Reserve" has the meaning set forth in Section V.G of this Service and Assessment Plan.

"Additional Major Improvements" mean the Authorized Improvements described in Section III.C that benefit all Assessed Property within the PID and that are constructed after the Initial Major Improvements. Although subject to change, current plans anticipate that the Additional Major Improvements will be constructed with the development of Phases #2 through #5.

"Administrative Expenses" mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

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

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

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

"Annual Service Plan Update" has the meaning set forth in the second paragraph of Section IV of this Service and Assessment Plan.

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

"Assessment" means an assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act. An Assessment for a Parcel consists of the Annual Installments to be collected in all years including the portion of those Annual Installments collected to pay Administrative Expenses and interest on all Assessments.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

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

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

"Assessment Roll" means, as applicable, the Major Improvement Area Assessment Roll - Initial Major Improvements, the Major Improvement Area Assessment Roll - Additional Major Improvements, the Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements, the Phase #1 Assessment Roll - Additional Major Improvements or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update.

"Authorized Improvements" mean those public improvements described in Section III of this Service and Assessment Plan and authorized under Section 372.003 of the PID Act, constructed and installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

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

"**Budgeted Cost(s)**" means the amounts budgeted to construct the Authorized Improvements as used in the preparation of this Service and Assessment Plan.

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

"City" means the City of Celina, Texas.

"City Council" means the duly elected governing body of the City.

"**County**" means Collin County, Texas.

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

"Developer" means The Parks at Wilson Creek, L.P., a Texas limited partnership, and any successor owner of the Property or any portion thereof with obligation to construct all or a portion of the Authorized Improvements.

"Development Agreement" means that certain *Amended and Restated Development Agreement (The Parks at Wilson Creek)* entered into as of September 8, 2015 by and between the City, , Developer and the Testamentary Trust Created Under the Will of Moses Hubbard, Deceased,

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Probate No. 1762-1906, Probate Court, Collin County Texas and Second Amendment and Restatement of Moses and Mary Jane Hubbard Trust UWD January 5th, 1897, related to the property within the PID, recorded in the real property records of Collin County, Texas, as Document No. 20150917001181960 on September 17, 2015, as amended by that certain *First Amendment to Amended and Restated Development Agreement (The Parks at Wilson Creek)* entered into as of October 8, 2019, by and between the City and Developer, recorded in the real property records of Collin County, Texas, as Document No. 20191021001322210 on October 12, 2019, as further amended by that certain *Second Amendment to Amended and Restated Development Agreement (The Parks at Wilson Creek)* entered into as of September 14, 2021, by and between the City and Developer, recorded in the real property records of Collin County, Texas, as Document No. _____ on _____, 2021, and as the same may be amended from time to time.

"Equivalent Units" mean, as to any Parcel the number of dwelling units by lot type expected to be built on the Parcel multiplied by the factors calculated and shown in Appendix F attached hereto.

"Future Major Improvements" mean Authorized Improvements that benefit all Assessed Property within the PID and that are constructed after the Additional Major Improvements. Although subject to change, current plans anticipate that any Future Major Improvements will be constructed with the development of Phases #6 through #8.

"**Future Phases**" means Phases that are fully developed after Phase #1, as such areas are generally depicted and described in Appendix A. The Future Phases are subject to adjustment and are shown for example only.

"Homeowner Association" means a homeowner's association or property owners' association established for the benefit of property owners within the boundaries of the PID.

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

"Initial Major Improvements" mean the Authorized Improvements described in Section III.C that benefit all Assessed Property within the PID and that are constructed concurrently with Phase #1.

"Initial Major Improvement Area Bonds" mean those certain City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (Parks at Wilson Creek Public Improvement District Initial Major Improvements Project) that are secured by the portion of the Major Improvement Area Assessment Revenues related to the Initial Major Improvements and collected as shown on the Major Improvement Area Assessment Roll - Initial Major Improvements attached as Appendix G.

"Lot" means a tract of land described as a "lot" in a subdivision plat recorded in the official public records of the County.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

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

"Major Improvement Area" or **"MIA"** means the property within the PID excluding Phase #1 which is to be developed subsequent to Phase #1 and generally depicted in Appendix A of this Service and Assessment Plan or any Annual Service Plan Update.

"Major Improvement Area Assessed Property" means, for any year, all Parcels within the PID other than (a) Non-Benefited Property, and (b) Parcels within Phase #1.

"Major Improvement Area Assessments - Additional Major Improvements" means an assessment levied against a Parcel in the Major Improvement Area imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Major Improvement Area Assessment Roll - Additional Major Improvements as Appendix H, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act. An Assessment for a Parcel consists of the Annual Installments to be collected in all years including the portion of those Annual Installments collected to pay Administrative Expenses and interest on all Assessments.

"Major Improvement Area Assessments - Initial Major Improvements" means an assessment levied against a Parcel in the Major Improvement Area imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Major Improvement Area Assessment Roll - Initial Major Improvements as Appendix G, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act. An Assessment for a Parcel consists of the Annual Installments to be collected in all years including the portion of those Annual Installments collected to pay Administrative Expenses and interest on all Assessments.

"Major Improvement Area Assessment Revenues" mean the revenues actually received by or on behalf of the City from the collection of Assessments levied against Major Improvement Area Assessed Property, or the Annual Installments thereof, for the Initial Major Improvements, Additional Major Improvements, and Future Major Improvements.

"Major Improvement Area Assessment Roll - Additional Major Improvements" means the document included in this Service and Assessment Plan as Appendix H, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

"Major Improvement Area Assessment Roll - Initial Major Improvements" means the document included in this Service and Assessment Plan as Appendix G, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"Major Improvement Area Projects" mean (i) the Initial Major Improvements allocable to Major Improvement Area, (ii) the Additional Major Improvements allocable to the Major Improvement Area, and (iii) Future Major Improvements, if any, allocable to the Major Improvement Area.

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

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

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

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

"**Phase #1 Assessed Property**" means all Parcels within Phase #1 other than Non-Benefited Property and shown in either the Phase #1 Assessment Roll - Additional Major Improvements and the Phase #1 Assessment Roll – Phase #1 Improvements and Initial Major Improvements against which an Assessment relating to the Phase #1 Projects is levied.

"Phase #1 Assessments - Phase #1 Improvements and Initial Major Improvements" means an assessment levied against a Parcel in Phase #1 imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements as Appendix I, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act. An Assessment for a Parcel consists of the Annual Installments to be collected in all years including the portion of those Annual Installments collected to pay Administrative Expenses and interest on all Assessments.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

"Phase #1 Assessments - Additional Major Improvements" means an assessment levied against a Parcel in Phase #1 imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Phase #1 Assessment Roll - Additional Major Improvements as Appendix J, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act. An Assessment for a Parcel consists of the Annual Installments to be collected in all years including the portion of those Annual Installments collected to pay Administrative Expenses and interest on all Assessments.

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

"Phase #1 Assessment Roll - Additional Major Improvements " means the document included in this Service and Assessment Plan as Appendix J**,** as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements" means the document included in this Service and Assessment Plan as Appendix I**,** as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"Phase #1 Bonds" mean those certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (The Parks at Wilson Creek Public Improvement District Phase #1 Project)" that are secured by the portion of the Phase #1 Assessment Revenues related to the Phase #1 Improvements and Initial Major Improvements and collected as shown on the Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements attached as Appendix I.

"Phase #1 Improvements" mean the Authorized Improvements which only benefit Phase #1 Assessed Property, which are described in Section III.D.

"Phase #1 Maximum Assessment Per Unit" means for Phase #1, an Assessment per unit for Phase #1 Projects for each applicable Lot Type as follows:

Lot Type 2 (60 Ft) - $52,838.70
Lot Type 3 (50 Ft) - $45,633.42
Lot Type 4 (40 Ft) - $40,829.91

"Phase #1 Projects" mean (i) the Phase #1 Improvements, (ii) the pro rata portion of the Initial Major Improvements allocable to Phase #1, (iii) the pro rata portion of the Additional Major Improvements allocable to Phase #1, and (iv) the pro rata portion of the Future Major Improvements, if any, allocable to Phase #1.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

"Phased PID Bonds" mean bonds issued to fund Authorized Improvements (or a portion thereof) in a Phase. In connection with the Phased PID Bonds, Assessments will be levied only on Parcels located within the Phase in question.

"PID" has the meaning set forth in Section I.A of this Service and Assessment Plan.

"PID Act" means Texas Local Government Code Chapter 372, Public Improvement District Assessment Act, Subchapter A, Public Improvement Districts, as amended.

"Prepayment Costs" mean interest and expenses to the date of prepayment, plus any additional expenses related to the prepayment, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment.

"Public Property" means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, the County, the City, a school district or any other public agency, whether in fee simple or through an exclusive use easement.

"Reimbursement Agreement" means that certain PID Reimbursement Agreement - The Parks at Wilson Creek, dated November 9, 2021, by and between the City and the Developer in which the Developer agrees to fund the Actual Costs of the Authorized Improvements and the City agrees to reimburse the Developer with interest as permitted by the PID Act solely from Assessment Revenues and/or the net proceeds of Bonds for a portion of such Actual Costs of the Authorized Improvements funded by the Developer for Authorized Improvements constructed and accepted by the City for the benefit of the Assessed Property.

"Service and Assessment Plan" means this Service and Assessment Plan prepared for the PID pursuant to the PID Act, as the same may be amended from time to time.

"Trustee" means the fiscal agent or trustee as specified in the Trust Indenture, including a substitute fiscal agent or trustee.

"Trust Indenture" means an indenture of trust, ordinance or similar document setting forth the terms and other provisions relating to the Bonds, as modified, amended, and/or supplemented from time to time.

"**Zoning Ordinance**" means Ordinance No. 2016-07 adopted by the City Council on February 9, 2016, as amended by Ordinance No.2019-43 adopted by the City Council on October 8, 2019, which ordinances established the permitted uses of, and standards for, the development of the property within the PID.

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Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is presently located within the City and contains approximately 646.967 acres of land. A map of the property within the PID is shown on Appendix A to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 2,164 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID.

The property within the PID is proposed to be developed as follows:

Table II-A
Proposed Development

Proposed Development	Quantity	Measurement
Single-family - 74 Ft	271	Units
Single-family - 60 Ft	698	Units
Single-family - 50 Ft	1012	Units
Single-family - 40 Ft	183	Units
Total	**2,164**	**Units**

B. PROPERTY INCLUDED IN THE MAJOR IMPROVEMENT AREA

The Major Improvement Area consists of approximately 537.7543 acres and are projected to consist of approximately 1,806 residential units. A map of the property within the Major Improvement Area is shown in Appendix A and more fully described in Appendix C.

Table II-B
Proposed Development - Major Improvement Area

Proposed Development	Quantity	Measurement
Single-family - 74 Ft	271	Units
Single-family - 60 Ft	598	Units
Single-family - 50 Ft	880	Units
Single-family - 40 Ft	57	Units
Total	**1,806**	**Units**

C. PROPERTY INCLUDED IN PHASE #1

Phase #1 consists of approximately 109.2127 acres and is projected to consist of 358 single family residential units, to be developed as Phase #1, as further described in Section III.D. A map of the property within Phase #1 is shown in Appendix A and more fully described in Appendix C.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

Table II-C
Proposed Development - Phase #1

Proposed Development	Quantity	Measurement
Single-family - 74 Ft	-	Units
Single-family - 60 Ft	100	Units
Single-family - 50 Ft	132	Units
Single-family - 40 Ft	126	Units
Total	**358**	**Units**

D. Property Included in Future Phases

As Future Phases are developed, additional Bonds, including Phased PID Bonds, may be issued or assessments may be levied. In connection with levy of additional assessments or the issuance of additional Bonds, this Service and Assessment Plan will be updated to add additional details of each new Phase(s) as shown for Phase #1 in Section II.C. A map of the projected property within each Future Phase is shown in Appendix A. The Future Phases are shown for illustrative purposes only and are subject to adjustment. The current Parcels in the PID are shown on the Assessment Rolls included as Appendix G, Appendix H, Appendix I, and Appendix J.

The estimated number of units at the build-out of the PID is based on the land use approvals for the property, the anticipated subdivision of property in the PID, and the Developer's estimate of the highest and best use of the property within the PID.

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Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

372.003. Authorized Improvements

(a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.

(b) A public improvement may include:

(i) landscaping;

(ii) erection of fountains, distinctive lighting, and signs;

(iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;

(iv) construction or improvement of pedestrian malls;

(v) acquisition and installation of pieces of art;

(vi) acquisition, construction, or improvement of libraries;

(vii) acquisition, construction, or improvement of off-street parking facilities;

(viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;

(ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;

(x) the establishment or improvement of parks;

(xi) projects similar to those listed in Subdivisions (i)-(x);

(xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;

(xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement;

(xiv) payment of expenses incurred in the establishment, administration and operation of the district; and

(xv) the development, rehabilitation, or expansion of affordable housing

After analyzing the public improvement projects authorized by the PID Act, the City has determined at this time to undertake only Authorized Improvements listed in Section III.B, Section III.C, and III.D below and shown in the opinion of probable costs shown in Appendix B and on the diagrams included as Appendix D for the benefit of the Assessed Property. Any change to the list of Authorized Improvements will require the approval of the City and an update to this Service and Assessment Plan.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

B. DESCRIPTIONS AND COSTS OF INITIAL MAJOR IMPROVEMENTS

The construction of the Initial Major Improvements to be constructed concurrently with the development of Phase #1 that benefit all of the Assessed Property within the PID commenced August 2021 and is anticipated to be completed by the end of 4Q 2022. The Budgeted Costs of the Initial Major Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of Equivalent Units. Each of Phase #1 and the Major Improvement Area will be proportionally allocated the Budgeted Costs of the Initial Major Improvements, as shown on Table III-A on the following page.

The Initial Major Improvements descriptions are presented below as provided by the project engineer. The Budgeted Costs of the Initial Major Improvements are shown in Table III-A and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

A description of the Initial Major Improvements follows:

Roadway Improvements

The roadway portion of the Initial Major Improvements includes, clearing, grubbing, excavation of streets and right of way, construction of moisture and lime treated subgrade and reinforced concrete street pavements, removal of existing curb or pavement asphalt street pavements, removal of existing curb or pavement, bridges, deceleration lanes, turn lanes, sidewalks, trails, retaining walls, median landscaping, signage and traffic control devices, and the acquisition of related right-of-way for such roadway improvements including an allocable share of perimeter road improvements, for the benefit of the Assessed Property. All roadway improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Improvements

The water distribution system portion of the Initial Major Improvements includes water mains of various diameters, generally 8-18 inches, that are generally polyvinyl chloride (PVC) pipe, matching gate valves and boxes, fire hydrants, tapping sleeves, service lines, and other water line appurtenances, including trench safety, for the benefit of the Assessed Property. All water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Sanitary Sewer Improvements

The sanitary sewer collection system portion of the Initial Major Improvements includes sanitary sewer mains of various diameters, generally PVC pipe 8-27 inches, manholes, lift stations, service lines, clean-outs, and other sewer main appurtenances, including trench safety, for the benefit of the Assessed Property. All sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

Storm Drainage Improvements

The storm drainage collection system portion of the Initial Major Improvements includes pre-development erosion control, silt fences, rock check dams, drainage structures, various size reinforced concrete pipes, reinforced concrete box culverts, curb inlets, headwalls, retention basins, detention structures and trench safety for the benefit of the Assessed Property. All storm drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Soft and Miscellaneous Costs

Soft and miscellaneous costs include costs related to designing, constructing, and installing the Initial Major Improvements including land planning and design, City fees, legal fees, engineering, soil testing, survey and construction management, contingency and expenses incurred in the establishment, administration and operation of the PID.

Table III-A
Estimated Initial Major Improvement Costs

Authorized Improvements	Total Initial Major Improvement Costs[1]	Initial Major Improvements Allocated to Phase #1	Initial Major Improvements Allocated to MIA
Roadway Improvements[2]	$8,036,365	$1,237,893	$6,798,472
Water Improvements	$520,974	$80,249	$440,725
Sanitary Sewer Improvements	$596,674	$91,910	$504,765
Storm Drainage Improvements	$1,391,540	$214,348	$1,177,192
Soft and Miscellaneous Costs	$1,077,190	$165,926	$911,263
Total	**$11,622,743**	**$1,790,326**	**$9,832,417**

Note: Costs provided by Kimley Horn. The figures shown in Table III-A may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the Total Authorized Improvements amount does not change.
1 - See Table V-A for allocation of Initial Major Improvements to Phase #1.
2 - Includes right-of-way acquisition.

C. DESCRIPTIONS AND COSTS OF ADDITIONAL MAJOR IMPROVEMENTS

Construction of the Additional Major Improvements that benefit all of the Assessed Property within the PID is concurrently planned to occur a Phases #2 through #5 are developed; and, such construction is anticipated to commence in 2023 and is expected to be completed within 60 months after commencement. The Budgeted Costs of the Additional Major Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of Equivalent Units. Each of Phase #1 and the Major Improvement Area will be proportionally allocated the Budgeted Costs of the Additional Major Improvements, as shown on Table III-B on the following page.

The Additional Major Improvements descriptions are presented below as provided by the project engineer. The Budgeted Costs of the Additional Major Improvements are shown in Table III-B

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and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

A description of the Additional Major Improvements follows:

Roadway Improvements

The roadway portion of the Additional Major Improvements includes clearing, grubbing, excavation of streets and right of way, construction of moisture and lime treated subgrade and reinforced concrete street pavements, removal of existing curb or pavement asphalt street pavements, removal of existing curb or pavement, bridges, deceleration lanes, turn lanes, sidewalks, trails, retaining walls, median landscaping, signage and traffic control devices, and the acquisition of related right-of-way for such roadway improvements including an allocable share of perimeter road improvements for the benefit of the Assessed Property. All roadway improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Improvements

The water distribution system portion of the Additional Major Improvements includes water mains of various diameters, generally 8-18 inches, that are generally polyvinyl chloride (PVC) pipe, matching gate valves and boxes, fire hydrants, tapping sleeves, service lines, and other water line appurtenances, including trench safety, for the benefit of the Assessed Property. All water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City

Sanitary Sewer Improvements

The sanitary sewer collection system portion of the Additional Major Improvements includes sanitary sewer mains of various diameters, generally PVC pipe 8-27 inches, manholes, lift stations, service lines, clean-outs, and other sewer main appurtenances, including trench safety, for the benefit of the Assessed Property. All sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City

Storm Drainage Improvements

The storm drainage collection system portion of the Additional Major Improvements includes pre-development erosion control, silt fences, rock check dams, sedimentation basins and drainage structures, various size reinforced concrete pipes, reinforced concrete box culverts, curb inlets, headwalls, retention basins, detention structures and trench safety for the benefit of the Assessed Property. All storm drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

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Soft and Miscellaneous Costs

Soft and miscellaneous costs include costs related to designing, constructing, and installing the Additional Major Improvements including land planning and design, City fees, legal fees, engineering, soil testing, survey and construction management, contingency and expenses incurred in the establishment, administration and operation of the PID.

Table III-B
Estimated Additional Major Improvement Costs

Authorized Improvements	Total Additional Major Improvement Costs[1]	Additional Major Improvements Allocated to Phase #1	Additional Major Improvements Allocated to MIA
Roadway Improvements	$8,755,343	$1,348,642	$7,406,701
Water Improvements	$831,668	$128,107	$703,561
Sanitary Sewer Improvements	$437,369	$67,371	$369,998
Storm Drainage Improvements	$3,176,010	$489,221	$2,686,789
Soft and Miscellaneous Costs	$1,906,752	$293,709	$1,613,043
Total	**$15,107,142**	**$2,327,050**	**$12,780,092**

Note: Costs provided by Kimley Horn. 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.
1 - See Table V-A for allocation of Additional Major Improvements to Phase #1.

D. Descriptions and Costs of Phase #1 Improvements

The construction of the Phase #1 Improvements that benefit the Phase #1 Assessed Property commenced August 2021 and is anticipated to be completed by the end of 4Q 2022. The Phase #1 Improvements descriptions are presented below as provided by the project engineer. The Phase #1 Projects include Phase #1's proportionate share of the Budgeted Costs of the Initial Major Improvements, the proportionate share of the Budgeted Costs of the Additional Major Improvements, and the Budgeted Costs of the Phases #1 Improvements. The Budgeted Costs of the Phase #1 Projects are shown in Table III-C and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

A description of the Phase #1 Improvements are as follows, and a description of the Initial Major Improvements and the Additional Major Improvements that are a portion of the Phase #1 Projects can be found in Section III.B and Section III.C, respectively.

Roadway Improvements

The roadway portion of the Phase #1 Improvements includes clearing, grubbing, excavation of streets and right of way, construction of moisture and lime treated subgrade and reinforced concrete street pavements, removal of existing curb or pavement asphalt street pavements, removal of existing curb or pavement, bridges, deceleration lanes, turn lanes, sidewalks, trails, retaining walls, median landscaping, signage and traffic control devices, and the acquisition of related right-of-way for such roadway improvements, for the benefit of the Phase #1 Assessed Property. All

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roadway improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Improvements

The water distribution system portion of the Phase #1 Improvements include PVC waterlines, various gate valves and boxes, fire hydrants, and tapping sleeves, service lines and other water line appurtenances for the benefit of the Phase #1 Assessed Property. All water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Sanitary Sewer Improvements

The sanitary sewer collection system portion of the Phase #1 Improvements includes PVC pipes, manholes, service lines, clean-outs, concrete encasements, and other sewer line appurtenances and trench safety for the benefit of the Phase #1 Assessed Property. All sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Storm Drainage Improvements

The storm drainage collection system portion of the Phase #1 Improvements includes pre and post development erosion control, silt fences, rock check dams, drainage structures, various size reinforced concrete pipes, reinforced concrete box culverts, curb inlets, headwalls, retention and detention structures and trench safety for the benefit of the Phase #1 Assessed Property. All storm drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Soft and Miscellaneous Costs

Soft and miscellaneous costs include costs related to designing, constructing, and installing the Phase #1 Improvements including land planning and design, City fees, legal fees, engineering, soil testing, survey and construction management, and contingency.

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Table III-C
Estimated Phase #1 Costs

Authorized Improvements	Phase #1 Improvements[1]	Proportional Share of Initial Major Improvements[1]	Subtotal Phase #1 Projects (Bonded)[1]	Proportional Share of Additional Major Improvements (Reimbursable)[2]	Total Phase # Projects
Road Improvements	$3,769,188	$1,237,893	$5,007,081	$1,348,642	$6,355,722
Water Improvements	$1,303,352	$80,249	$1,383,601	$128,107	$1,511,708
Sanitary Sewer Improvements	$979,387	$91,910	$1,071,297	$67,371	$1,138,667
Storm Drainage Improvements	$1,021,742	$214,348	$1,236,090	$489,221	$1,725,311
Soft and Miscellaneous Costs	$1,580,567	$165,926	$1,746,494	$293,709	$2,040,203
Total	**$8,654,236**	**$1,790,326**	**$10,444,562**	**$2,327,050**	**$12,771,612**

Note: Costs provided by Kimley Horn. The figures shown in Table III-C 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.
[1]See Table III-A. A portion is anticipated to be funded with Phase #1 Bonds and the remaining portion is anticipated to be financed under the Reimbursement Agreement.
[2]See Table III-B. Anticipated to be funded as set forth in Schedule I to the Reimbursement Agreement.

E. FUTURE PHASES AND FUTURE MAJOR IMPROVEMENTS

As Phases are developed, this SAP will be amended to identify the specific Authorized Improvements, which may include Authorized Improvements that confer a special benefit to the property inside each new Phase and/or additional Future Major Improvements that benefit all of the Assessed Property within the PID and that will be constructed with the development of Phases #6 through #8 (e.g. a Table III-D will be added to show the costs for the specific Authorized Improvements financed within the specific Phase being developed or the tables above will be updated to reflect the allocation of the costs of the Future Major Improvements, as applicable.)

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IV. SERVICE PLAN

A. SOURCES AND USES OF FUNDS

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five year period. Construction of the Phase #1 Improvements and the Initial Major Improvements commenced in August 2021, and it is anticipated that construction of the Phase #1 Improvements and the Initial Major Improvements will be complete by the end of 4Q 2022. Construction of the Additional Major Improvements is anticipated to commence in 2023 and is expected to be completed within 60 months after commencement.

The Budgeted Costs for the Major Improvement Area's pro rata portion of Initial Major Improvements and Additional Major Improvements plus costs related to the issuance of the Initial Major Improvement Area Bonds and payment of its allocated portion of the expenses incurred in the establishment, administration and operation of the PID is $26,030,092 as shown in Table IV-A. The Budgeted Costs for Phase #1 Improvements, Phase #1's pro rata portion of Initial Major Improvements, Phase #1's pro rata portion of Additional Major Improvements plus costs related to the issuance of the Phase #1 Bonds and payment of its allocated portion of the expenses incurred in the establishment, administration and operation of the PID is $14,558,710 as shown in Table IV-B. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the estimated Authorized Improvement costs, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an "Annual Service Plan Update."

As Future Phases are developed , this Service and Assessment Plan will be amended to provide updated information on the Authorized Improvements, which may include Authorized Improvements that confer a special benefit to the property inside each new Phase and/or additional Future Major Improvements that benefit all of the Property within the PID (e.g. a table will be added for Phase #2, etc.).

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Major Improvement Area

Table IV-A below shows the sources and uses of: (i) the Initial Major Improvement Area Bonds for the Major Improvement Area's pro-rata share of the costs of the Initial Major Improvements, and (ii) the obligation under the Reimbursement Agreement for the Major Improvement Area's pro-rata portion of the costs of the Additional Major Improvements.

Table IV-A
Sources and Uses - Major Improvement Area

Sources of Funds	Initial Major Improvement Area Bonds	Major Improvement Area Reimbursement Agreement Obligation for Additional Major Improvements	Total
Par Amount	$13,250,000	$0	$13,250,000
Assessments	$0	$12,780,092	$12,780,092
Other Funding Sources	$0	$0	$0
Total Sources	**$13,250,000**	**$12,780,092**	**$26,030,092**
Uses of Funds			
Initial Major Improvements:			
Road Improvements	$6,798,472	$0	$6,798,472
Water Improvements	$440,725	$0	$440,725
Sanitary Sewer Improvements	$504,765	$0	$504,765
Storm Drainage Improvements	$1,177,192	$0	$1,177,192
Other Soft and Miscellaneous Costs	$911,263	$0	$911,263
Subtotal	*$9,832,417*	*$0*	*$9,832,417*
Additional Major Improvements:			
Road Improvements	$0	$7,406,701	$7,406,701
Water Improvements	$0	$703,561	$703,561
Sanitary Sewer Improvements	$0	$369,998	$369,998
Storm Drainage Improvements	$0	$2,686,789	$2,686,789
Other Soft and Miscellaneous Costs	$0	$1,613,043	$1,613,043
Subtotal	*$0*	*$12,780,092*	*$12,780,092*
Bond Issuance Costs:			
Cost of Issuance	$861,908	$0	$861,908
Capitalized Interest	$1,258,750	$0	$1,258,750
Reserve Fund	$869,425	$0	$869,425
Administrative Expense	$30,000	$0	$30,000
Underwriters Discount	$397,500	$0	$397,500
Subtotal	*$3,417,583*	*$0*	*$3,417,583*
Total Uses	**$13,250,000**	**$12,780,092**	**$26,030,092**

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The Initial Major Improvement Area Bonds are anticipated to be issued in 2021 to finance the Major Improvement Area's proportionate share of the Initial Major Improvements, including costs to issue the Initial Major Improvement Area Bonds. The Major Improvement Area's proportionate share of the Additional Major Improvements will be financed under the Reimbursement Agreement.

Phase #1

Table IV-B on the following page shows the sources and uses of: (i) the Phase #1 Bonds for a portion of the Phase #1 Improvements and Phase #1's pro-rata share of the costs of the Initial Major Improvements, (ii) the obligation under the Reimbursement Agreement for a portion of the Phase #1 Improvements and (iii) the obligation under the Reimbursement Agreement for Phase #1's pro-rata share of the costs of the Additional Major Improvements.

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Table IV-B
Sources and Uses - Phase #1

Sources of Funds	Phase #1 Bonds	Phase #1 Reimbursement Agreement Obligation for Phase #1 Improvements	Phase #1 Reimbursement Agreement Obligation for Additional Major Improvements	Total
Par Amount	$7,373,000	$0	$0	$7,373,000
Assessments	$0	$4,858,659	$2,327,050	$7,185,710
Other Funding Sources	$0	$0	$0	$0
Total Sources	**$7,373,000**	**$4,858,659**	**$2,327,050**	**$14,558,710**
Uses of Funds				
Initial Major Improvements:				
Road Improvements	$1,237,893	$0	$0	$1,237,893
Water Improvements	$80,249	$0	$0	$80,249
Sanitary Sewer Improvements	$91,910	$0	$0	$91,910
Storm Drainage Improvements	$214,348	$0	$0	$214,348
Other Soft and Miscellaneous Costs	$165,926	$0	$0	$165,926
Subtotal	*$1,790,326*	*$0*	*$0*	*$1,790,326*
Additional Major Improvements:				
Road Improvements	$0	$0	$1,348,642	$1,348,642
Water Improvements	$0	$0	$128,107	$128,107
Sanitary Sewer Improvements	$0	$0	$67,371	$67,371
Storm Drainage Improvements	$0	$0	$489,221	$489,221
Other Soft and Miscellaneous Costs	$0	$0	$293,709	$293,709
Subtotal	*$0*	*$0*	*$2,327,050*	*$2,327,050*
Phase #1 Improvements:				
Road Improvements	$1,653,091	$2,116,097	$0	$3,769,188
Water Improvements	$571,624	$731,728	$0	$1,303,352
Sanitary Sewer Improvements	$429,540	$549,847	$0	$979,387
Storm Drainage Improvements	$448,116	$573,626	$0	$1,021,742
Other Soft and Miscellaneous Costs	$693,205	$887,362	$0	$1,580,567
Subtotal	*$3,795,577*	*$4,858,659*	*$0*	*$8,654,236*
Bond Issuance Costs:				
Cost of Issuance	*$445,369*	*$0*	$0	$445,369
Capitalized Interest	$599,262	$0	$0	$599,262
Reserve Fund	$491,278	$0	$0	$491,278
Administrative Expense	$30,000	$0	$0	$30,000
Underwriters Discount	$221,190	$0	$0	$221,190
Subtotal	*$1,787,098*	*$0*	*$0*	*$1,787,098*
Total Uses	**$7,373,000**	**$4,858,659**	**$2,327,050**	**$14,558,710**

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

The Phase #1 Bonds are anticipated to be issued in 2021 to finance a portion of Phase #1's proportionate share of Initial Major Improvements and the Phase #1 Improvements, including costs to issue the Phase #1 Bonds. The remaining portion of the Phase #1 Improvements will be financed under the Reimbursement Agreement. Phase #1's proportionate share of the Additional Major Improvements will be financed under the Reimbursement Agreement.

B. ANNUAL PROJECTED COSTS AND INDEBTEDNESS

Major Improvement Area

The annual projected costs and annual projected indebtedness for the Major Improvement Area is shown in Table IV-C. The annual projected costs and indebtedness is subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-C
Annual Projected Costs and Annual Projected Indebtedness - Major Improvement Area

Year	Annual Projected Cost	Annual Projected Indebtedness[1]	Other Funding Sources	Projected MIA Annual Installments
2021	$6,507,523	$26,030,092	$0	$0
2022	$19,522,569	$0	$0	$0
2023	$0	$0	$0	$900,174
2024	$0	$0	$0	$1,765,517
2025	$0	$0	$0	$1,769,726
2026	$0	$0	$0	$1,766,682
Total	**$26,030,092**	**$26,030,092**	**$0**	**$6,202,098**

[1] The Additional Major Improvements allocable to the Major Improvement Area will initially be funded by the Developer and will be reimbursable under the Reimbursement Agreement.

The annual projected costs shown in Table IV-C are the annual expenditures relating to the proportional share of Initial Major Improvements shown in Table III-A and the proportional share of the Additional Major Improvements shown in Table III-B, and the costs associated with setting up the PID and bond issuance costs including reserves shown in Table IV-A. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

Phase #1

The annual projected costs and annual projected indebtedness for Phase #1 is shown by Table IV-D. The annual projected costs and indebtedness is subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

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Table IV-D
Annual Projected Costs and Annual Projected Indebtedness - Phase #1

Year	Annual Projected Cost	Annual Projected Indebtedness[1]	Other Funding Sources	Projected Phase #1 Annual Installments
2021	$3,639,677	$14,558,710	$0	$0
2022	$10,919,032	$0	$0	$0
2023	$0	$0	$0	$67,465
2024	$0	$0	$0	$546,295
2025	$0	$0	$0	$547,199
2026	$0	$0	$0	$546,748
Total	**$14,558,710**	**$14,558,710**	**$0**	**$1,707,706**

[1]A portion of the Phase #1 Improvements and the Additional Major Improvements allocable to Phase #1 will initially be funded by the Developer and will be reimbursable under the Reimbursement Agreement.

The annual projected costs shown in Table IV-D are the annual expenditures relating to the Phase #1 Projects shown in Table III-C and the costs associated with setting up the PID and bond issuance costs including reserves shown in Table IV-B. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

Future Phases

As Future Phases are developed Table IV-E will be added to identify the Authorized Improvements to be financed by each new series of Bonds and/or under the Reimbursement Agreement and the projected indebtedness resulting from each additional series of Bonds and/or obligations under the Reimbursement Agreement.

C. HOMEBUYER DISCLOSURE

The PID Act requires that this Service and Assessment Plan, and each Annual Service Plan Update, include a copy of the Notice form (required by Section 5.014 of the Texas Property Code). The homebuyer disclosure is attached hereto as Appendix E and may be updated in an Annual Service Plan Update.

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Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

V. ASSESSMENT PLAN

A. INTRODUCTION

The PID Act requires the City Council to apportion the costs of the Authorized Improvements on the basis of special benefits conferred upon the property because of the Authorized Improvements. The PID Act provides that the costs of the Authorized Improvements may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The proposed bond issuance program entails a series of bond financings that are intended to finance the public infrastructure required for the development. This financing will necessarily be undertaken in phases to coincide with the private investment and development of the Authorized Improvements. Following the initial Phase #1 Bonds and the Initial Major Improvement Area Bonds anticipated to be issued in 2021, subsequent financings may be issued over the upcoming decade as the subsequent Future Phases are gradually constructed.

The purpose of this gradual issuance of bonds in phases is to mirror the actual private development of the Authorized Improvements. The Bonds to be issued are most prudently and efficiently utilized when directly coinciding with construction of public infrastructure needed for private development that is to occur once the infrastructure is completed; it is most effective to issue the Bonds when the infrastructure is needed, not before. Furthermore, there is no economic advantage, and several disadvantages, to issuing debt and encumbering property within the PID prior to the need for the Authorized Improvements.

For purposes of this Service and Assessment Plan, the City Council has determined that the costs of the Major Improvement Area Projects and Phase #1 Projects shall be allocated as described below:

1. The costs of the Phase #1 Projects that only benefit Phase #1 shall be allocated to Phase #1 Assessed Property on the basis of Equivalent Units calculated using the average home price of each Lot Type once such property is developed, and that such method of allocation will result in the imposition of equal shares of the costs of the Authorized Improvements to Parcels similarly benefited.

2. The Initial Major Improvements and Additional Major Improvements are proportionally allocated to the Major Improvement Area Assessed Property and the Phase #1 Assessed Property based on estimated Equivalent Units calculated using the average home price for the Major Improvement Area Assessed Property and the Phase #1 Assessed Property.

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3. The Major Improvement Area Projects are allocated to each Parcel within the Major Improvement Area Assessed Property based on estimated Equivalent Units calculated using the average home price of each Lot Type.

Table V-A provides the estimated allocation of costs of the Authorized Improvements constituting Initial Major Improvements.

At this time, it is impossible to determine with absolute certainty the amount of special benefit each Parcel within the Future Phases will receive from the direct Authorized Improvements that will benefit each individual Phase or from Future Major Improvements, if any, and that are to be financed with Bonds and/or future obligations under the Reimbursement Agreement. Therefore, Parcels will only be assessed for the special benefits conferred upon the Parcel at this time because of the Initial Major Improvements, the Additional Major Improvements, and the Phase #1 Improvements, as applicable.

In connection with the issuance of future Bonds and/or future obligations under the Reimbursement Agreement, this Service and Assessment Plan will be updated to reflect the special benefit each Parcel of Assessed Property within the Future Phases receives from the specific Authorized Improvements funded with the issuance such Bonds and/or future obligations under the Reimbursement Agreements. Prior to assessing Parcels located within Future Phases in connection with issuance of Phased PID Bonds, each owner of the Parcels to be assessed must acknowledge that the Authorized Improvements to be financed confer a special benefit on their Parcel and must consent to the imposition of the Assessments to pay for the Actual Costs of such Authorized Improvements.

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within the PID as a result of the Initial Major Improvements, Additional Major Improvements, and Phase #1 Improvements, as applicable, (ii) provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments to be levied on the Phase #1 Assessed Property and Major Improvement Area Assessed Property for such improvements, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Initial Major Improvements, the Additional Major Improvements, and Phase #1 Improvements, as applicable, to Parcels in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to Parcels similarly benefited. The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

As Future Phases are developed, in connection with the issuance of Bonds and/or future obligations under the Reimbursement Agreement, this Service and Assessment Plan will be updated based on the City's determination of the assessment methodology for each Future Phases.

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B. Special Benefit

Assessed Property must receive a direct and special benefit from the Authorized Improvements, and this benefit must be equal to or greater than the amount of the Assessments. The Authorized Improvements are provided specifically for the benefit of the Assessed Property. The Authorized Improvements (more particularly described in line-item format in Appendix B to this Service and Assessment Plan) and the costs of issuance and payment of costs incurred in the establishment of the PID shown in Table IV-A are authorized by the PID Act. These Authorized Improvements are provided specifically for the benefit of the Assessed Property.

Each owner of the Assessed Property has acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and has consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. Each of the owners is acting in its interest in consenting to this apportionment and levying of the Assessments because the special benefit conferred upon the Assessed Property by the Authorized Improvements exceeds the amount of the Assessments.

The Authorized Improvements provide a special benefit to the Assessed Property as a result of the close proximity of these improvements to the Assessed Property and the specific purpose of these improvements of providing infrastructure for the Assessed Property. In other words, the Assessed Property could not be used in the manner proposed without the construction of the Authorized Improvements. The Authorized Improvements are being provided specifically to meet the needs of the Assessed Property as required for the proposed use of the property.

The Assessments are being levied to provide the Authorized Improvements that are required for the highest and best use of the Assessed Property (i.e., the use of the property that is most valuable, including any costs associated with that use). Highest and best use can be defined as "the reasonably probable and legal use of property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value." (*Dictionary of Real Estate Appraisal, Third Edition*.) The Authorized Improvements are expected to be required for the proposed use of the Assessed Property to be physically possible, appropriately supported, financially feasible, and maximally productive.

The Developer has evaluated the potential use of the property and has determined that the highest and best use of the property is the use intended and the legal use for the property as described in Section II of this Service and Assessment Plan. The use of the Assessed Property as described herein will require the construction of the Authorized Improvements.

The Assessments will repay financing that is on advantageous terms, as the Bonds issued to finance the Authorized Improvements will pay interest that is exempt from federal income tax. As a result, all other terms being equal (e.g., maturity, fixed vs. variable rate, credit quality), the tax-exempt bonds will have a lower interest rate than debt that is not tax-exempt. The Bonds also have a longer term than other available financings and may either be repaid or assumed by a buyer at the buyer's option. As a result of these advantageous terms, the financing provided by the PID is the most beneficial means of financing the Authorized Improvements.

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Each owner of the Assessed Property will ratify, confirm, accept, agree to and approve: (i) the determinations and finding by the City Council as to the special benefits described in this Service and Assessment Plan and the Assessment Ordinance; (ii) the Service and Assessment Plan and the Assessment Ordinance, and (iii) the levying of Assessments on the Assessed Property. Use of the Assessed Property as described in this Service and Assessment Plan and as authorized by the PID Act requires that Authorized Improvements be acquired, constructed, installed, and/or improved. Funding the Actual Costs of the Authorized Improvements through the PID has been determined by the City Council to be the most beneficial means of doing so. As a result, the Authorized Improvements result in a special benefit to the Assessed Property, and this special benefit exceeds the amount of the Assessment. This conclusion is based on and supported by the evidence, information, and testimony provided to the City Council.

In summary, the Authorized Improvements result in a special benefit to the Assessed Property for the following reasons:

1. The Authorized Improvements are being provided specifically for the use of the Assessed Property, are necessary for the proposed best use of the property and provide a special benefit to the Assessed Property as a result;

2. The Developer has consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and the Developer is acting in its interest by consenting to this imposition;

3. The Authorized Improvements are required for the highest and best use of the property;

4. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);

5. Financing of the costs of the Authorized Improvement through the PID is determined to be the most beneficial means of providing for the Authorized Improvements; and,

6. As a result, the special benefits to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

C. Allocation of Major Improvement Costs to Assessed Property

The Initial Major Improvements and Additional Major Improvements will provide a special benefit to all property in the PID. Accordingly, the Actual Costs of the Initial Major Improvements and Additional Major Improvements must be allocated to all Assessed Property in the PID. Table V-A summarizes the allocation of Budgeted Costs of the Initial Major Improvements and Additional Major Improvements. The Budgeted Costs shown in Table V-A are estimates and may be revised in Annual Service Plan Updates, but the related Assessment may not be increased.

Phase #1 is projected to contain 358 residential units. As shown in Appendix F, the total Equivalent Units for Phase #1 is calculated as 274.00. The Major Improvement Area is projected to contain 1,806 residential units resulting in a total of 1,504.80 Equivalent Units as shown in Appendix F. The total projected Equivalent Units in the PID is, therefore, calculated to be

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1,778.80 (i.e., 274.00 + 1,504.80 = 1,778.80). As a result, 15.40 percent of the Budgeted Costs of the Initial Major Improvements and Additional Major Improvements (i.e. 274.00 ÷ 1,778.80 = 15.40%) are allocated to the Phase #1 Assessed Property and 84.60 percent of the Budgeted Costs off the Initial Major Improvements and Additional Major Improvements (i.e., 1,504.80÷ 1,778.80 = 84.60%) are allocated to the Major Improvement Area Assessed Property. The Initial Major Improvement Area Bonds will fund the Major Improvement Area's proportionate share of the Budgeted Costs of the Initial Major Improvements and the obligation related to the Additional Major Improvements under the Reimbursement Agreement will reimburse the Developer for the Major Improvement Area's proportionate share of the Budgeted Costs of the Additional Major Improvements. The Phase #1 Bonds will fund Phase #1's proportionate share of the Budgeted Costs of the Initial Major Improvements and the Phase #1 Improvements and the obligation related to the Additional Major Improvements under the Reimbursement Agreement will reimburse the Developer for Phase #1's proportionate share of the Budgeted Costs of the Additional Major Improvements

Table V-A
Allocation of Major Improvement Area Projects

Authorized Improvement	Initial Major Improvements	Additional Major Improvements
Roadway Improvements	$8,036,365	$8,755,343
Water Improvements	$520,974	$831,668
Sanitary Sewer Improvements	$596,674	$437,369
Storm Drainage Improvements	$1,391,540	$3,176,010
Other Soft and Miscellaneous Costs	$1,077,190	$1,906,752
Total Major Improvement Area Projects	**$11,622,743**	**$15,107,142**
Phase #1		
Projected Equivalent Units	274.00	274.00
% of total units	15.40%	15.40%
Proportionate Share of Costs	$1,790,326	$2,327,050
Major Improvement Area		
Projected Equivalent Units	1,504.80	1,504.80
% of total units	84.60%	84.60%
Proportionate Share of Costs	$9,832,417	$12,780,092

D. Assessment Methodology

The costs of the Authorized Improvements may be assessed by the City Council against the Assessed Property so long as the special benefit conferred upon the Assessed Property by the Authorized Improvements equals or exceeds the Assessments. The costs of the Authorized Improvements may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited.

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1. Assessment Methodology for the Major Improvement Area

For purpose of this Service and Assessment Plan, the City Council determined that the costs of the Major Improvement Area Projects shall be allocated to the Major Improvement Area Assessed Property by spreading the entire Assessment for such improvements across the Parcels based on the estimated number of Equivalent Units anticipated to be developed on each Parcel.

Based on the Major Improvement Area's proportional share of the costs of the Initial Major Improvements, as set forth in Table III-A, and the Major Improvement Area's proportional share of the costs of the Additional Major Improvements, as set forth in Table III-B, the City Council has determined that the benefit to Major Improvement Area Assessed Property from the proportional share of Initial Major Improvements and Additional Major Improvements is at least equal to the Assessments levied on the Major Improvement Area Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the estimated Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated Equivalent Units at the time residential Lots are platted to the total estimated Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

The Assessment and Annual Installments for each Parcel or Lot located within the Major Improvement Area is shown on the Major Improvement Area Assessment Roll - Initial Major Improvements and Major Improvement Area - Additional Major Improvements, attached as Appendix G and Appendix H, respectively, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

2. Assessment Methodology for Phase #1

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #1 Projects to be financed with the Phase #1 Bonds, shall be allocated to the Phase #1 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated number of Equivalent Units anticipated to be developed on each Parcel.

Based on the costs of the Phase #1 Projects, as set forth in Table III-C, the City Council has determined that the benefit to Phase #1 Assessed Property from the Phase #1 Projects is at least equal to the Assessments levied on the Phase #1 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the estimated Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated Equivalent Units at the time residential Lots are platted to the total estimated Equivalent Units for Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

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The Assessment and Annual Installments for each Parcel or Lot located within Phase #1 is shown on the Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements Phase #1 Assessment Roll - Additional Major Improvements, attached as Appendix I and Appendix J, respectively, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

3. Assessment Methodology for Future Improvement Areas

When any given Future Phase is developed, this Service and Assessment Plan will be amended to determine the assessment methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited within that Phase.

E. ASSESSMENTS

The Assessments for the Initial Major Improvement Area Bonds and the Phase #1 Bonds will be levied on each Parcel or Lot according to the Major Improvement Area Assessment Roll - Initial Major Improvements, attached as Appendix G, and the Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements, attached as Appendix I, as applicable. The Annual Installments for the Initial Major Improvement Area Bonds, the obligation related to the Additional Major Improvements allocable to the Major Improvement Area under the Reimbursement Agreement, the Phase #1 Bonds, the obligation related to a portion of the Phase #1 Improvements under the Reimbursement Agreement, and the obligation related to the Additional Major Improvements allocable to Phase #1 under the Reimbursement Agreement will be collected on the dates and in the amounts shown on the Major Improvement Area Assessment Roll - Initial Major Improvements; the Major Improvement Area Assessment Roll - Additional Major Improvements; the Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements; and the Phase #1 Assessment Roll - Additional Major Improvements; attached as Appendix G, Appendix H, Appendix I, and Appendix J, respectively, subject to revisions made during an Annual Service Plan Update. Non-Benefited Property will not be subject to any Assessments.

See Appendix F for Assessment per unit, leverage, and estimated tax rate equivalent calculation details.

F. ADMINISTRATIVE EXPENSES

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of Assessment levied against the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on each Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

G. ADDITIONAL INTEREST RESERVE

Pursuant to the PID Act, the interest rate for Assessments which secure a series of Bonds may exceed the actual interest rate per annum paid on the related Bonds by no more than one half of one percent (0.50%) (the "Additional Interest"). The interest rate used to determine the Assessments securing the Initial Major Improvement Area Bonds and the Phase #1 Bonds is one

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half of one percent (0.50%) per annum higher than the actual rate paid on the Bonds, with the Additional Interest Component of the Annual Installments allocated to fund a reserve to be used for paying interest associated with a prepayment and to offset any possible delinquency related costs (the "Additional Interest Reserve"). The Additional Interest Reserve shall be funded until it reaches 5.50% of the outstanding Bonds unless otherwise stipulated in the Bond documents. Once the Additional Interest Reserve is funded in full, the City may allocate the Additional Interest Component of the Annual Installments as provided in the applicable Trust Indenture. No Additional Interest will be collected from Assessments that do not secure a series of Bonds.

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VI. TERMS OF THE ASSESSMENTS

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN THE MAJOR IMPROVEMENT AREA

The Annual Installments shall be collected from Major Improvement Area Assessed Property in an amount sufficient to (i) pay principal and interest on the Initial Major Improvement Area Bonds, (ii) pay principal and interest on the obligation related to the Major Improvement Area's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement, (iii) to fund the Additional Interest Reserve for the Initial Major Improvements Area Bonds as described in Section V, and (iv) to pay Administrative Expenses related to the Major Improvement Area. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest applicable to the Parcel.

B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #1

The Annual Installments shall be collected from Phase #1 Assessed Property in an amount sufficient to (i) pay principal and interest on the Phase #1 Bonds, (ii) pay principal and interest for the portion of the Phase #1 Improvements under the Reimbursement Agreement (iii) pay principal and interest on Phase #1's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement, (iv) to fund the Additional Interest Reserve for the Phase #1 Bonds as described in Section V, and (v) to pay Administrative Expenses related to Phase #1. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest applicable to the Parcel.

C. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN FUTURE PHASES

As Future Phases are developed, this Service and Assessment Plan will be amended to determine the Assessment and Annual Installments for each Assessed Property located within the Future Phases (e.g., an Appendix will be added as the Assessment Roll for Phase #2, etc.). The Assessments shall not exceed the benefit received by the Assessed Property.

D. REALLOCATION OF ASSESSMENTS

1. Subdivision

Upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be reallocated among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

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Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel
B = the Assessment for the Parcel prior to subdivision
C = the estimated number of Equivalent Units to be built on each new subdivided Parcel
D = the sum of the estimated number of Equivalent Units to be built on all of the new subdivided Parcels

The calculation of the estimated number of Equivalent Units to be built on a Parcel shall be performed by the Administrator and confirmed by the City Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of Equivalent Units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

The sum of the Assessments for all newly subdivided Parcels shall equal the Assessment for the Parcel prior to subdivision. The calculation shall be made separately for each newly subdivided Parcel. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

2. Consolidation

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to consolidation. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

E. MANDATORY PREPAYMENT OF ASSESSMENTS

1. If a Parcel subject to Assessments is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel subject to Assessments to become Non-Benefited Property, the owner of such Parcel shall pay to the City the full amount of the principal portion of the Assessment on such Parcel, plus all Prepayment Costs, prior to any such transfer or act.

2. If at any time the Assessment per Unit on a Parcel of the Phase #1 Assessed Property exceeds the applicable Phase#1 Maximum Assessment per Unit calculated in this Service and Assessment Plan as a result of any changes in land use, subdivision, consolidation or reallocation of the Assessment authorized by this Service and Assessment Plan and initiated by the owner of the Parcel, then such owner shall pay to the City prior to the recordation of the document subdividing the Parcel the amount calculated by the Administrator by which the

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Assessment per Unit for the Parcel exceeds the applicable Phase #1 Maximum Assessment per Unit calculated in this Service and Assessment Plan.

3. The payments required above shall be treated the same as any Assessment that is due and owing under the PID Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the PID Act.

F. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with a series of Bonds have been completed and Actual Costs for such Authorized Improvements are less than the Actual Costs of the Authorized Improvements used to calculate the Assessments securing such series of Bonds, resulting in excess Bond proceeds being available to redeem Bonds of such series, and such excess Bond proceeds shall be applied to redeem Bonds as provided in the Indenture, then the Assessment securing such series of Bonds for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the actual reduced Actual Costs. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.

2. If all the Authorized Improvements are not undertaken, resulting in excess Bond proceeds being available to redeem Bonds, and such excess Bond proceeds shall be applied to redeem Bonds as provided in the Indenture, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the City Council to reflect only the amounts required to repay the Bonds, including interest on the Bonds and Administrative Expenses. The City Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on number of units, if determined by the City Council to be the most fair and practical means of reducing the Assessments for each Parcel, such that the sum of the resulting reduced Assessments equals the amount required to repay the Bonds, including interest on the Bonds and Administrative Expenses. The principal portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced principal portion of the Bonds is equal to the outstanding principal amount of the Bonds.

G. PAYMENT OF ASSESSMENTS

1. Payment in Full

(a) The Assessment for any Parcel may be paid in full at any time. Such payment shall include all Prepayment Costs. If prepayment in full will result in redemption of Bonds, the payment amount shall be reduced by the amount, if any, of interest through the date of redemption of Bonds and

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reserve funds applied to the redemption under the Trust Indenture, net of any other costs applicable to the redemption of Bonds.

(b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount.

(c) Upon payment in full of the Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the Trust Indenture; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate.

(d) At the option of the owner, the Assessment on any Parcel plus Prepayment Costs may be paid in part in an amount sufficient to allow for a convenient redemption of Bonds as determined by the Administrator. Upon the payment of such amounts for a Parcel, the Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial payment is made.

2. Payment in Annual Installments

Each Assessment for the Major Improvement Area shall be paid with interest based on the actual interest rate paid on the Initial Major Improvement Area Bonds and the obligation related to the Major Improvement Area's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement, respectively. The Major Improvement Area Assessment Roll - Initial Major Improvements sets forth for each year the Annual Installment for each Parcel based on an interest rate of 4.75% on the Initial Major Improvement Area Bonds, and an additional interest at the rate of 0.5% for Additional Interest Reserve. Interest on the obligation related to the Additional Major Improvements under the Reimbursement Agreement shall be paid based on an interest rate of 4.50% per annum for years 1 through 5 and 4.50% per annum following the fifth Annual Installment in accordance with the Reimbursement Agreement. Each Assessment shall be paid at a rate not to exceed five hundred basis points above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the establishment of the Assessments and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the City is the Bond Buyer Index for which the highest average rate during October 2021 was 2.50%. Furthermore, the Annual Installments may not exceed the amounts shown on the Major Improvement Area Assessment Roll - Initial Major Improvements or the Major Improvement Area Assessment Roll - Additional Major Improvements. The Major Improvement Area Assessment Roll - Initial Major Improvements, attached as Appendix G, have been updated with the actual interest rates on the Initial Major Improvement Area Bonds and the Major Improvement Area Assessment Roll - Additional Major Improvements, attached as Appendix H, has been updated with the actual interest rates under the Reimbursement Agreement.

Each Assessment for Phase #1 shall be paid with interest based on the actual interest rate paid on the Phase #1 Bonds and the obligation related to the remaining portion of Phase #1 Improvements and Phase #1's pro-rata share of the costs of the Additional Major Improvements under the

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Reimbursement Agreement, respectively. The Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements sets forth for each year the Annual Installment for each Parcel based on an interest rate of 4.75% on the Phase #1 Bonds, and an additional interest at the rate of 0.5% for Additional Interest Reserve. Interest on the obligation related to the remaining portion of Phase #1 Improvements and the Additional Major Improvements under the Reimbursement Agreement shall be paid based on an interest rate of 4.50% per annum for years 1 through 5 and 4.50% per annum following the fifth Annual Installment in accordance with the Reimbursement Agreement. Each Assessment shall be paid at a rate not to exceed five hundred basis points above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the establishment of the Assessments and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the City is the Bond Buyer Index for which the highest average rate during October 2021 was 2.50%. Furthermore, the Annual Installments may not exceed the amounts shown on the Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements or the Phase #1 Assessment Roll - Additional Major Improvements. The Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements, attached as Appendix I, has been updated with the actual interest rates on the Phase #1 Bonds and the Phase #1 Assessment Roll - Additional Major Improvements, attached as Appendix J, has been updated with the actual interest rates under the Reimbursement Agreement.

The Annual Installments shall be reduced to equal the actual costs of repaying the obligations and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

The City reserves and shall have the right and option to refund the Bonds in accordance with Section 372.027 of the PID Act. In the event of such refunding, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installments so that total Annual Installments of Assessments will be produced in annual amounts that are required to pay the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute Bonds for purposes of this Service and Assessment Plan.

H. COLLECTION OF ANNUAL INSTALLMENTS

No less frequently than annually, the Administrator shall prepare, and the City Council shall consider, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Each Annual Installment shall be reduced by any credits applied under the applicable Trust Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, including any existing deposits to a prepayment reserve. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case

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of delinquencies as are provided for ad valorem taxes of the City. The City Council may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the PID Act.

Any sale of property for nonpayment of the Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such property as they become due and payable.

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be calculated as of September 1 and updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the Initial Major Improvement Area Bonds and the Phase #1 Bonds will be due when billed and will be delinquent if not paid prior to February 1, 2023.

The collection of the first Annual Installment from any Lot or Parcel for the Major Improvement Area Assessments - Initial Major Improvements shall commence upon the earlier of: (i) with tax bills sent the first October after issuance of the Initial Major Improvement Area Bonds secured by the Major Improvement Area Assessed Property, or (ii) with tax bills sent the first October following the second anniversary of the levy of Assessments of the Major Improvement Area Assessments - Initial Major Improvements such that all Assessments in the applicable Phase begin collection immediately after the expiration of such two year period. Such first Annual Installment for a Major Improvement Area Lot or Parcel for which collection has begun, shall be due by January 31st of the following calendar year.

The collection of the first Annual Installment from any Lot or Parcel for the Major Improvement Area Assessments - Additional Major Improvements shall commence upon the earlier of: (i) with tax bills sent the first October after issuance of any Bonds secured by the Major Improvement Area Reimbursement Agreement Obligation for Additional Major Improvements, or (ii) with tax bills sent the first October following the second anniversary of the levy of Assessments of the Major Improvement Area Assessments - Additional Major Improvements such that all Assessments in the applicable Phase begin collection immediately after the expiration of such two year period. Such first Annual Installment for a Major Improvement Area Lot or Parcel for which collection has begun, shall be due by January 31st of the following calendar year.

The collection of the first Annual Installment from any Lot or Parcel for the Phase #1 Assessments - Phase #1 Improvements and Initial Major Improvements shall commence upon the earlier of: (i) with tax bills sent the first October after issuance of the Phase #1 Bonds secured by the Phase #1 Assessed Property, or (ii) with tax bills sent the first October following the second anniversary of the levy of Assessments of the Phase #1 Assessments - Phase #1 Improvements and Initial Major Improvements such that all Assessments in the applicable Phase begin collection immediately after the expiration of such two year period. Such first Annual Installment for a Phase #1 Lot or Parcel for which collection has begun, shall be due by January 31st of the following calendar year.

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The collection of the first Annual Installment from any Lot or Parcel for the Phase #1 Assessments - Additional Major Improvements shall commence upon the earlier of: (i) with tax bills sent the first October after issuance of any Bonds secured by the Phase #1 Reimbursement Agreement Obligation for Additional Major Improvements, or (ii) with tax bills sent the first October following the second anniversary of the levy of Assessments of the Phase #1 Assessments - Additional Major Improvements such that all Assessments in the applicable Phase begin collection immediately after the expiration of such two year period. Such first Annual Installment for a Phase #1 Major Lot or Parcel for which collection has begun, shall be due by January 31st of the following calendar year.

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VII. THE ASSESSMENT ROLL

A. MAJOR IMPROVEMENT AREA ASSESSMENT ROLLS

The City Council has evaluated each Parcel within the Major Improvement Area (based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner Association Property, the Public Property, the types of public improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within The Major Improvement Area.

The Major Improvement Area Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Major Improvement Area Projects being constructed at this time. Table VII-A summarizes the $26,030,092 in special benefit received by the Major Improvement Area Assessed Property from the Major Improvement Area Projects being constructed at this time, a portion of the costs of the PID formation, and the Initial Major Improvement Area Bond issuance costs. The par amount of the Initial Major Improvement Area Bonds and the Assessment amount of the Major Improvement Area reimbursement obligation under the Reimbursement Agreement is $26,030,092, which is equal to the benefit received by the Major Improvement Area Assessed Property from the Major Improvement Area Projects being constructed at this time. Accordingly, the total Assessment to be applied to all the Major Improvement Area Assessed Property is $26,030,092 plus, interest, Additional Interest, and annual Administrative Expenses. The Assessment for each Major Improvement Area Assessed Property is calculated based on the allocation methodologies described in Section V.D. The Major Improvement Area Assessment Roll - Initial Major Improvements is attached hereto as Appendix G and the Major Improvement Area Assessment Roll - Additional Major Improvements is attached as Appendix H. As Phases are developed, this SAP will be amended to identify the specific Authorized Improvements, which may include Authorized Improvements that confer a special benefit to the property inside each new Phase and/or additional Future Major Improvements that benefit all of the Property within the PID; and, the SAP will be amended to update the summary of the special benefits received by the Major Improvement Area Projects to include any Future Major Improvements being undertaken.

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Table VII-A
Major Improvement Area
Special Benefit Summary

Special Benefit	Initial Major Improvement Area Bonds	Major Improvement Area Reimbursement Agreement Obligation for Additional Major Improvements	Total
Initial Major Improvements[1]	$9,832,417	$0	$9,832,417
Additional Major Improvements[2]	$0	$12,780,092	$12,780,092
Total Major Improvement Area Projects	*$9,832,417*	*$12,780,092*	*$22,612,509*
PID Formation/Bond Costs of Issuance:			
Cost of Issuance	$861,908	$0	$861,908
Capitalized interest	$1,258,750	$0	$1,258,750
Reserve Fund	$869,425	$0	$869,425
Administrative Expense	$30,000	$0	$30,000
Underwriters Discount	$397,500	$0	$397,500
PID Formation/Bond Cost of Issuance	*$3,417,583*	*$0*	*$3,417,583*
Total Special Benefit	**$13,250,000**	**$12,780,092**	**$26,030,092**
Special Benefit:			
Total Special Benefit	$13,250,000	$12,780,092	$26,030,092
Assessment	$13,250,000	$12,780,092	$26,030,092
Excess Benefit	**$0**	**$0**	**$0**

[1]See Table III-A for details.
[2]See Table III-B for details.

B. Phase #1 Assessment Rolls

The City Council has evaluated each Parcel in Phase #1 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner Association Property, the Public Property, the types of public improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within Phase#1.

The Phase #1 Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Phase #1 Projects being constructed at this time. Table VII-B summarizes the $14,558,710 in special benefit received by the Phase #1 Assessed Property from the Phase #1 Projects being constructed at this time, a portion of the costs of the PID formation, and the Phase #1 Bond issuance costs. The par amount of the Phase #1 Bonds and the Assessment amount of the Phase #1 reimbursement obligation under the Reimbursement Agreement is $14,558,710, which is equal to the benefit received by the Phase #1 Assessed Property from the Phase #1 Projects being constructed at this time. Accordingly, the total Assessment to be applied to all the Phase #1 Assessed Property is $14,558,710 plus, interest, Additional Interest, and annual Administrative Expenses. The Assessment for each Phase #1 Assessed Property is calculated based on the allocation methodologies described in Section V.D. The Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements is attached hereto as Appendix I and the Phase

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

#1 Assessment Roll - Additional Major Improvements is attached hereto as Appendix J. As Phases are developed, this SAP will be amended to identify the specific Authorized Improvements, which may include Authorized Improvements that confer a special benefit to the property inside each new Phase and/or additional Future Major Improvements that benefit all of the Property within the PID; and, the SAP will be amended to update the summary of the special benefits received by the Phase #1 Projects to include any Future Major Improvements being undertaken.

Table VII-B
Phase #1
Special Benefit Summary

Special Benefit	Phase #1 Bonds	Phase #1 Reimbursement Agreement Obligation for Phase #1 Improvements	Phase #1 Reimbursement Agreement Obligation for Additional Major Improvements	Total
Phase #1 Improvements[1]	$3,795,577	$4,858,659	$0	$8,654,236
Initial Major Improvements[1]	$1,790,326	$0	$0	$1,790,326
Additional Major Improvements[1]	$0	$0	$2,327,050	$2,327,050
Total Phase #1 Projects	*$5,585,903*	*$4,858,659*	*$2,327,050*	*$12,771,612*
PID Formation/Bond Costs of Issuance:				
Cost of Issuance	$445,369	$0	$0	$445,369
Capitalized interest	$599,262	$0	$0	$599,262
Reserve Fund	$491,278	$0	$0	$491,278
Administrative Expense	$30,000	$0	$0	$30,000
Underwriters Discount	$221,190	$0	$0	$221,190
PID Formation/Bond Cost of Issuance	*$1,787,098*	*$0*	*$0*	*$1,787,098*
Total Special Benefit	**$7,373,000**	**$4,858,659**	**$2,327,050**	**$14,558,710**
Special Benefit:				
Total Special Benefit	$7,373,000	$4,858,659	$2,327,050	$14,558,710
Assessment	$7,373,000	$4,858,659	$2,327,050	$14,558,710
Excess Benefit	**$0**	**$0**	**$0**	**$0**

[1]See Table III-C for details.

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Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

C. Future Phases Assessment Roll

As Future Phases are developed, this SAP will be amended to determine the Assessment for each Parcel or Lot located within such Future Phases (e.g. an appendix will be added as the Assessment Roll for Phases).

D. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Major Improvement Area Assessment Roll and Phase #1 Assessment Roll in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the City and permitted by the PID Act: (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI.G of this Service and Assessment Plan.

Once Bonds are issued, the Assessment Rolls shall be updated, which update may be done in the next Annual Service Plan Update, to reflect any changes resulting from the issuance of the Bonds. This update shall reflect the actual interest on the Bonds on which the Annual Installments shall be paid, any reduction in the Assessments, and any revisions in the Actual Costs to be funded by the Bonds and Developer funds.

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Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

The City may elect to designate a third party to serve as Administrator. The City shall notify Developer in writing at least thirty (30) days in advance before appointing a third party Administrator.

To the extent consistent with the PID Act, an owner of an Assessed Parcel claiming that a calculation error has been made in the Assessment Roll(s), including the calculation of the Annual Installment, shall send a written notice describing the error to the City not later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Parcel owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Parcel owner, such change or modification shall be presented to the City Council for approval to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Parcel owner (except for the final year during which the Annual Installment shall be collected or if it is determined there are sufficient funds to meet the expenses of the PID for the current year), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to the City Council. Any amendments made to the Assessment Roll(s) pursuant to calculation errors shall be made pursuant to the PID Act.

The decision of the Administrator, or if such decision is appealed to the City Council, the decision of the City Council shall be conclusive as long as there is a reasonable basis for such determination. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to any other appeal or legal action by such owner.

B. TERMINATION OF ASSESSMENTS

Each Assessment shall be extinguished on the date the Assessment is paid in full, including unpaid Annual Installments and Delinquent Collection Costs, if any. After the extinguishment of an Assessment and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the owner of the affected Parcel a recordable "Notice of the PID Assessment Termination".

C. AMENDMENTS

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

The City Council reserves the right to the extent permitted by the PID Act to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of Parcels:(i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; and (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, collection costs, and other charges imposed by the Service and Assessment Plan.

D. Administration and Interpretation of Provisions

The City Council shall administer the PID, this Service and Assessment Plan, and all Annual Service Plan Updates consistent with the PID Act and shall make all interpretations and determinations related to the application of this Service and Assessment Plan unless stated otherwise herein or in the Trust Indenture, such determination shall be conclusive.

E. Severability

If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan or the application of same to an assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service and Assessment Plan or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Service and Assessment Plan that no part hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this Service and Assessment Plan are declared to be severable for that purpose.

If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

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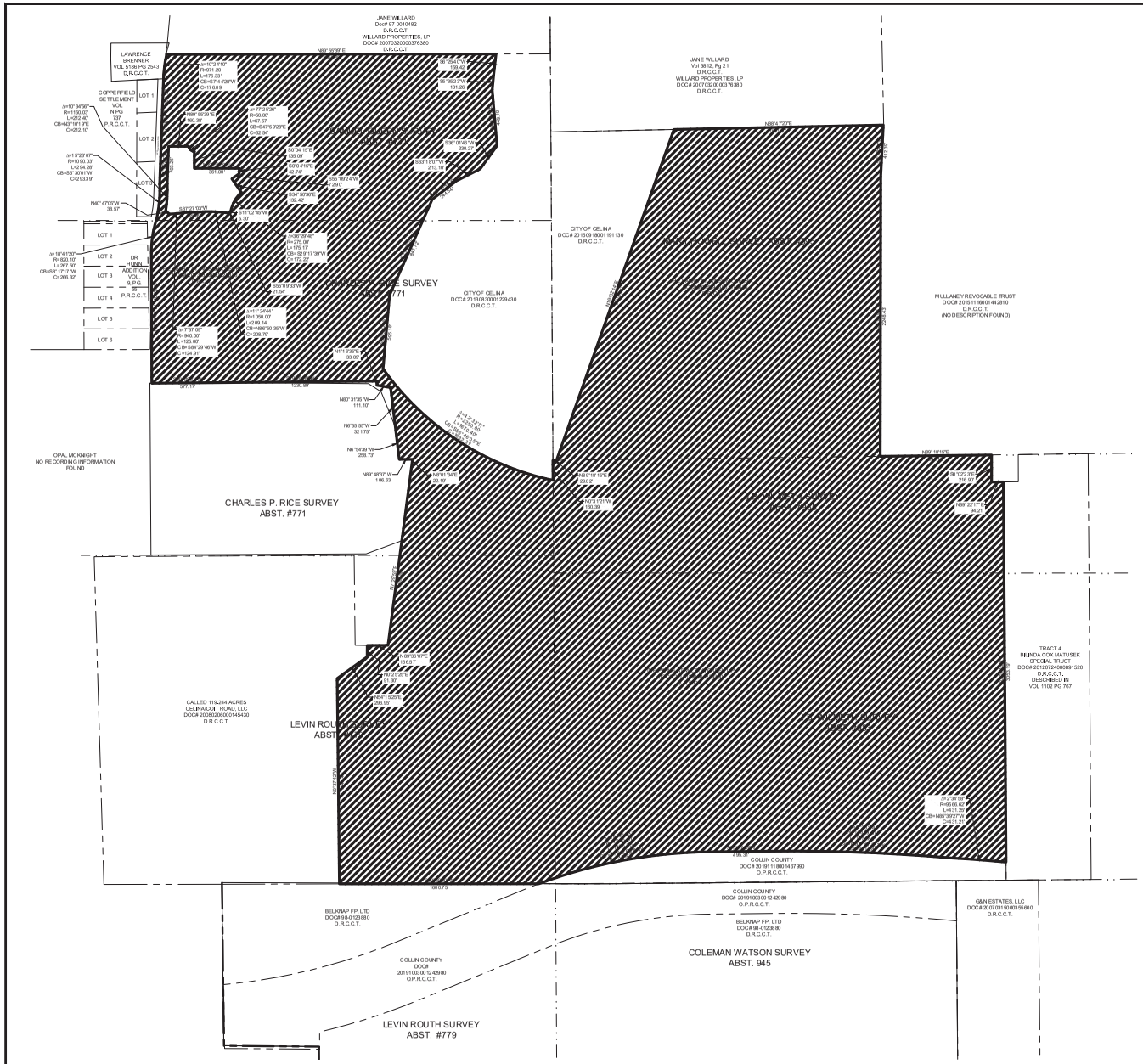
Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

APPENDIX A
PID MAP

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)


JANE WILLARD
Doc# 97-20010482
D.R.C.C.T.
WILLARD PROPERTIES, LP
DOC# 20070320000376380
D.R.C.C.T.
LAWRENCE BRENNER
VOL 5186 PG 2543
D.R.C.C.T.
COPPERFIELD SETTLEMENT
VOL N PG 737
P.R.C.C.T.
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
DR HUNN ADDITION
VOL B PG 85
P.R.C.C.T.
MARY HOWELL SURVEY
ABST. 395
CHARLES P. RICE SURVEY
ABST. #771
CITY OF CELINA
DOC# 20150918001191130
D.R.C.C.T.
CITY OF CELINA
DOC# 20130830001229390
D.R.C.C.T.
MULLANEY REVOCABLE TRUST
DOC# 20151118001442810
D.R.C.C.T.
(NO DESCRIPTION FOUND)
OPAL MCKNIGHT
NO RECORDING INFORMATION
FOUND
J.B. WILMETH SURVEY
ABST. #985
TRACT 4
BLINDA COX MATUSEK
SPECIAL TRUST
DOC# 20120724000891520
D.R.C.C.T.
DESCRIBED IN
VOL 1102 PG 767
CALLED 119.244 ACRES
CELINA/COIT ROAD, LLC
DOC# 20080208000145430
D.R.C.C.T.
LEVIN ROUTH SURVEY
ABST. #779
J.B. WILMETH SURVEY
ABST. #983
BELKNAP FP, LTD
DOC# 94-0123980
D.R.C.C.T.
COLLIN COUNTY
DOC# 20191003001242980
O.P.R.C.C.T.
COLEMAN WATSON SURVEY
ABST. 945
G&N ESTATES, LLC
DOC# 20070315000355600
D.R.C.C.T.
COLLIN COUNTY
DOC# 20191111001467990
O.P.R.C.C.T.
BELKNAP FP, LTD
DOC# 96-0123690
D.R.C.C.T.
COLLIN COUNTY
DOC#
20191003001242980
O.P.R.C.C.T.
LEVIN ROUTH SURVEY
ABST. #779
N89°58'39"E 2644.88'
S89°58'39"W 2644.88'
S00°01'21"E 1320.43'
N00°01'21"W 1320.43'
S89°58'39"W 1320.43'
N89°58'39"E 1320.43'
S00°01'21"E 1320.43'
N00°01'21"W 1320.43'
N89°58'39"E 1320.43'
S89°58'39"W

APPENDIX B
ESTIMATED COSTS OF AUTHORIZED IMPROVEMENTS

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

SUMMARY - MAJOR IMPROVEMENTS

Kimley»Horn

OPINION OF PROBABLE COST

PROJECT NAME:	**Parks at Wilson Creek**	LOTS: 2164	DATE: SEPTEMBER 2021
CITY:	**Celina, Texas**	LF STREET: 117470	CREATED BY: JCR
JOB NUMBER:	**063234200**	NET ACRES:	CHECKED BY: JCR
		GROSS ACRES: 652.3	REVISED BY: JCR

MAJOR IMPROVEMENTS

	PID PORTION	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7	Phase 8
		PID Portion	PID Portion	PID Portion	PID Portion	PID Portion	PID Portion	PID Portion	PID Portion
ROAD IMPROVEMENTS	**$21,102,197.58**	$8,036,364.59	$2,961,903.23	$3,055,695.53	$1,802,923.35	$934,820.57	$1,355,144.73	$2,719,211.98	$236,133.6
WATER DISTRIBUTION SYSTEM IMPROVEMENTS	**$1,605,476.77**	$520,974.21	$284,857.67	$165,391.80	$274,254.70	$107,164.09	$196,671.39	$0.00	$56,162.9
SANITARY SEWER IMPROVEMENTS	**$2,145,975.75**	$596,674.16	$368,519.89	$68,848.91	$0.00	$0.00	$1,111,932.79	$0.00	$0.0
STORM DRAIN IMPROVEMENTS	**$5,550,981.30**	$1,391,539.99	$1,270,032.59	$997,756.32	$412,796.68	$495,424.89	$776,366.49	$207,064.32	$0.0
SOFT COSTS	**$4,048,680.54**	$1,077,189.97	$701,497.42	$565,829.89	$367,142.46	$272,281.96	$490,307.36	$451,855.95	$122,575.5
CONSTRUCTION COSTS:	**$34,453,311.94**	**$11,622,742.93**	**$5,586,810.80**	**$4,853,522.46**	**$2,857,117.19**	**$1,809,691.51**	**$3,930,422.77**	**$3,378,132.25**	**$414,872.0**

NOTES:

- ROAD IMPROVEMENTS INCLUDE EXCAVATION, PAVING, STREET LIGHTS & SIGNS
- STORM DRAIN IMPROVEMENTS INCLUDE RETAINING WALLS
- SOFT COSTS INCLUDE MISCELLANEOUS, MAINTENANCE BONDS, PLATTING, ENGINEERING, AND STAKING

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

PH1 DIRECT

Kimley»Horn

OPINION OF PROBABLE COST

PROJECT NAME:	**Parks at Wilson Creek**	LOTS:	358	DATE:	SEPTEMBER 2021
CITY:	**Celina, Texas**	LF STREET:	13,635	CREATED BY:	JCR
JOB NUMBER:	**063234200**	NET ACRES:	111.6	CHECKED BY:	JCR
		GROSS ACRES:	18.2	REVISED BY:	JCR

SUMMARY

A. EXCAVATION	**$188,429.00**
B. SANITARY SEWER SYSTEM	**$979,387.09**
C. STORM SEWER SYSTEM	**$1,021,741.98**
D. WATER DISTRIBUTION SYSTEM	**$1,303,351.70**
E. STREET PAVING	**$3,580,758.83**
F. RETAINING WALLS	**$0.00**
G. MISCELLANEOUS ITEMS	**$293,467.65**

SUB-TOTAL:		$7,367,136.24
MAINTENANCE BONDS:	2%	$137,704.79
PLATTING, PERMITTING, ENGINEERING AND STAKING:	10%	$707,366.86
CONTINGENCIES:	6%	$442,028.17
TOTAL CONSTRUCTION COSTS:		**$8,654,236.06**

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

APPENDIX C-1
LEGAL DESCRIPTION

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

Legal Description of the Property
(approximately 646.967 acres)

FIELD NOTE DESCRIPTION
652.282 ACRES

BEING a tract of land situated in the Samuel Queen Survey, Abstract Number 731, the Charles P. Rice Survey, Abstract Number 771, the Mary Howell Survey, Abstract Number 395, the J.B. Wilmeth Survey, Abstract Number 985, the J.B. Wilmeth Survey, Abstract Number 983 and the Levin Routh Survey, Abstract Number 779, Collin County, Texas and being all that tract of land conveyed to the City of Celina, according to the document filed of record in described in Document Number 20150918001191130, Deed Records Collin County, Texas (D.R.C.C.T.) a portion of those tracts of land conveyed to The Parks At Wilson Creek, L.P., according to the document filed of record in Document Number 20150916001178630 and Document Number 20130830001229380, (D.R.C.C.T.) and being more particularly described as follows:

BEGINNING at a point for the northwest corner of said The Parks At Wilson Creek, L.P. tract recorded in Document Number 20130830001229380 (D.R.C.C.T.);

THENCE North 89°55'39" East, a distance of 2644.88 feet to a point for corner;

THENCE South 6°25'40" West, a distance of 159.42 feet to a point for corner;

THENCE South 5°35'23" West, a distance of 131.26 feet to a point for corner;

THENCE South 4°57'45" East, a distance of 449.10 feet to a point for corner;

THENCE South 36°01'46" West, a distance of 230.27 feet to a point for corner;

THENCE South 63°18'07" West, a distance of 213.10 feet to a point for corner;

THENCE South 52°44'48" West, a distance of 244.54 feet to a point for corner;

THENCE South 23°59'18" West, a distance of 841.72 feet to a point for corner;

THENCE South 5°05'42" West, a distance of 595.18 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 42°32'11", a radius of 2250.00 feet, a chord bearing and distance of South 56°46'05" East, 1632.31 feet;

THENCE with said curve to the left, an arc distance of 1670.40 feet to a point for corner;

THENCE North 0°31'21" West, a distance of 160.39 feet to a point for corner;

THENCE North 89°18'15" East, a distance of 29.02 feet to a point for corner;

THENCE North 19°32'14" East, a distance of 2818.61 feet to a point for corner;

THENCE North 88°47'20" East, a distance of 1681.37 feet to a point for corner;

THENCE South 2°52'44" West, a distance of 412.39 feet to a point for corner;

THENCE South 0°06'08" West, a distance of 2248.43 feet to a point for corner;

THENCE North 89°18'15" East, a distance of 894.18 feet to a point for corner;

THENCE South 0°02'23" East, a distance of 216.90 feet to a point for corner;

THENCE North 89°22'17" East, a distance of 94.21 feet to a point for corner;

THENCE South 0°24'10" East, a distance of 3053.19 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 2°34'58", a radius of 9566.62 feet, a chord bearing and distance of North 85°39'27" West, 431.21 feet;

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

THENCE with said curve to the left, an arc distance of 431.25 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 5°36'34", a radius of 14829.57 feet, a chord bearing and distance of North 87°48'35" West, 1451.28 feet;

THENCE with said curve to the left, an arc distance of 1451.86 feet to a point for corner;

THENCE South 89°23'08" West, a distance of 495.31 feet to a point at the beginning of a tangent curve to the left having a central angle of 19°55'13", a radius of 4045.01 feet, a chord bearing and distance of South 79°25'28" West, 1399.27 feet;

THENCE with said curve to the left, an arc distance of 1406.35 feet to a point for corner;

THENCE South 89°59'30" West, a distance of 1600.75 feet to a point for corner;

THENCE North 0°37'42" West, a distance of 1649.41 feet to a point for corner;

THENCE North 54°15'25" East, a distance of 296.95 feet to a point for corner;

THENCE North 0°25'25" East, a distance of 91.30 feet to a point for corner;

THENCE North 89°36'07" East, a distance of 166.57 feet to a point for corner;

THENCE North 7°29'59" East, a distance of 1483.88 feet to a point for corner;

THENCE North 8°01'34" East, a distance of 22.19 feet to a point for corner;

THENCE North 89°48'37" West, a distance of 106.63 feet to a point for corner;

THENCE North 6°54'39" West, a distance of 258.73 feet to a point for corner;

THENCE North 6°55'55" West, a distance of 321.75 feet to a point for corner;

THENCE North 80°31'35" West, a distance of 111.10 feet to a point for corner;

THENCE North 1°16'35" East, a distance of 33.09 feet to a point for corner;

THENCE South 89°28'59" West, a distance of 1230.89 feet to a point for corner;

THENCE South 89°28'21" West, a distance of 577.17 feet to a point for corner;

THENCE North 0°10'48" West, a distance of 1043.00 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 18°41'20", a radius of 820.10 feet, a chord bearing and distance of North 8°17'17" East, 266.32 feet;

THENCE with said curve to the right, an arc distance of 267.50 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 15°28'07", a radius of 1090.03 feet, a chord bearing and distance of North 5°30'01" East, 293.39 feet;

THENCE with said curve to the left, an arc distance of 294.28 feet to a point for corner;

THENCE North 2°06'44" East, a distance of 867.17 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 10°24'10", a radius of 971.20 feet, a chord bearing and distance of North 7°44'28" East, 176.09 feet;

THENCE with said curve to the right, an arc distance of 176.33 feet to the **POINT OF BEGINNING** and containing 652.282 acres or 28,413,384 square feet of land.

SAVE AND EXCEPT the following described 5.315 acre tract of land.

SAVE AND EXCEPT:
5.315 ACRES

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

BEING a tract of land situated in the Samuel Queen Survey, Abstract Number 731 and the Charles P. Rice Survey, Abstract Number 771, City of Celina, Collin County, Texas and being a portion of that tract of land conveyed to The Parks at Wilson Creek, L.P., according to the document filed of record in Document Number 20130830001229380, Deed Record Collin County, Texas and being more particularly described as follows:

BEGINNING at a point for the northwest corner of this tract from which the northwest corner of said The Parks At Wilson Creek, L.P. tract recorded in Document Number 20130830001229380 (D.R.C.C.T.) same being the northwest corner of the above described 646.9668 acre tract bears North 01°12'23" West, 738.14 feet;

THENCE North 89°55'39" East, a distance of 160.38 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 77°25'26", a radius of 50.00 feet, a chord bearing and distance of South 47°59'28" East, 62.54 feet;

THENCE with said curve to the left, an arc distance of 67.57 feet to a point for corner;

THENCE South 0°04'15" East, a distance of 135.09 feet to a point for corner;

THENCE North 89°55'39" East, a distance of 361.00 feet to a point for corner;

THENCE South 0°04'15" East, a distance of 42.74 feet to a point for corner;

THENCE South 55°09'24" West, a distance of 72.90 feet to a point for corner;

THENCE South 34°50'36" East, a distance of 132.42 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 36°29'48", a radius of 275.00 feet, a chord bearing and distance of South 29°17'39" West, 172.22 feet;

THENCE with said curve to the left, an arc distance of 175.17 feet to a point for corner;

THENCE South 11°02'45" West, a distance of 5.30 feet to a point for corner;

THENCE South 55°09'33" West, a distance of 21.54 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 11°24'44", a radius of 1050.00 feet, a chord bearing and distance of North 86°50'35" West, 208.79 feet;

THENCE with said curve to the left, an arc distance of 209.14 feet to a point for corner;

THENCE South 87°27'03" West, a distance of 145.99 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 7°37'09", a radius of 940.00 feet, a chord bearing and distance of South 84°29'46" West, 124.91 feet;

THENCE with said curve to the right, an arc distance of 125.00 feet to a point for corner;

THENCE North 40°47'05" West, a distance of 38.57 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 10°34'56", a radius of 1150.03 feet, a chord bearing and distance of North 3°10'19" East, 212.10 feet;

THENCE with said curve to the left, an arc distance of 212.40 feet to a point for corner;

THENCE North 2°06'44" East, a distance of 303.26 feet to the **POINT OF BEGINNING** and containing 5.315 acres or 231,511 square feet of land, more or less.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

APPENDIX C-2
LEGAL DESCRIPTION - MAJOR IMPROVEMENT AREA

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

METES AND BOUNDS DESCRIPTION
The Parks at Wilson Creek - Major Improvement Area
(approx. 537.7543 acres)

FIELD NOTE DESCRIPTION

652.282 ACRES

BEING a tract of land situated in the Samuel Queen Survey, Abstract Number 731, the Charles P. Rice Survey, Abstract Number 771, the Mary Howell Survey, Abstract Number 395, the J.B. Wilmeth Survey, Abstract Number 985, the J.B. Wilmeth Survey, Abstract Number 983 and the Levin Routh Survey, Abstract Number 779, Collin County, Texas and being all that tract of land conveyed to the City of Celina, according to the document filed of record in described in Document Number 20150918001191130, Deed Records Collin County, Texas (D.R.C.C.T.) a portion of those tracts of land conveyed to The Parks At Wilson Creek, L.P., according to the document filed of record in Document Number 20150916001178630 and Document Number 20130830001229380, (D.R.C.C.T.) and being more particularly described as follows:

BEGINNING at a point for the northwest corner of said The Parks At Wilson Creek, L.P. tract recorded in Document Number 20130830001229380 (D.R.C.C.T.);

THENCE North 89°55'39" East, a distance of 2644.88 feet to a point for corner;

THENCE South 6°25'40" West, a distance of 159.42 feet to a point for corner;

THENCE South 5°35'23" West, a distance of 131.26 feet to a point for corner;

THENCE South 4°57'45" East, a distance of 449.10 feet to a point for corner;

THENCE South 36°01'46" West, a distance of 230.27 feet to a point for corner;

THENCE South 63°18'07" West, a distance of 213.10 feet to a point for corner;

THENCE South 52°44'48" West, a distance of 244.54 feet to a point for corner;

THENCE South 23°59'18" West, a distance of 841.72 feet to a point for corner;

THENCE South 5°05'42" West, a distance of 595.18 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 42°32'11", a radius of 2250.00 feet, a chord bearing and distance of South 56°46'05" East, 1632.31 feet;

THENCE with said curve to the left, an arc distance of 1670.40 feet to a point for corner;

THENCE North 0°31'21" West, a distance of 160.39 feet to a point for corner;

THENCE North 89°18'15" East, a distance of 29.02 feet to a point for corner;

THENCE North 19°32'14" East, a distance of 2818.61 feet to a point for corner;

THENCE North 88°47'20" East, a distance of 1681.37 feet to a point for corner;

THENCE South 2°52'44" West, a distance of 412.39 feet to a point for corner;

THENCE South 0°06'08" West, a distance of 2248.43 feet to a point for corner;

THENCE North 89°18'15" East, a distance of 894.18 feet to a point for corner;

THENCE South 0°02'23" East, a distance of 216.90 feet to a point for corner;

THENCE North 89°22'17" East, a distance of 94.21 feet to a point for corner;

THENCE South 0°24'10" East, a distance of 3053.19 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 2°34'58", a radius of 9566.62 feet, a chord bearing and distance of North 85°39'27" West, 431.21 feet;

THENCE with said curve to the left, an arc distance of 431.25 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 5°36'34", a radius of 14829.57 feet, a chord bearing and distance of North 87°48'35" West, 1451.28 feet;

THENCE with said curve to the left, an arc distance of 1451.86 feet to a point for corner;

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THENCE South 89°23'08" West, a distance of 495.31 feet to a point at the beginning of a tangent curve to the left having a central angle of 19°55'13", a radius of 4045.01 feet, a chord bearing and distance of South 79°25'28" West, 1399.27 feet;

THENCE with said curve to the left, an arc distance of 1406.35 feet to a point for corner;

THENCE South 89°59'30" West, a distance of 1600.75 feet to a point for corner;

THENCE North 0°37'42" West, a distance of 1649.41 feet to a point for corner;

THENCE North 54°15'25" East, a distance of 296.95 feet to a point for corner;

THENCE North 0°25'25" East, a distance of 91.30 feet to a point for corner;

THENCE North 89°36'07" East, a distance of 166.57 feet to a point for corner;

THENCE North 7°29'59" East, a distance of 1483.88 feet to a point for corner;

THENCE North 8°01'34" East, a distance of 22.19 feet to a point for corner;

THENCE North 89°48'37" West, a distance of 106.63 feet to a point for corner;

THENCE North 6°54'39" West, a distance of 258.73 feet to a point for corner;

THENCE North 6°55'55" West, a distance of 321.75 feet to a point for corner;

THENCE North 80°31'35" West, a distance of 111.10 feet to a point for corner;

THENCE North 1°16'35" East, a distance of 33.09 feet to a point for corner;

THENCE South 89°28'59" West, a distance of 1230.89 feet to a point for corner;

THENCE South 89°28'21" West, a distance of 577.17 feet to a point for corner;

THENCE North 0°10'48" West, a distance of 1043.00 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 18°41'20", a radius of 820.10 feet, a chord bearing and distance of North 8°17'17" East, 266.32 feet;

THENCE with said curve to the right, an arc distance of 267.50 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 15°28'07", a radius of 1090.03 feet, a chord bearing and distance of North 5°30'01" East, 293.39 feet;

THENCE with said curve to the left, an arc distance of 294.28 feet to a point for corner;

THENCE North 2°06'44" East, a distance of 867.17 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 10°24'10", a radius of 971.20 feet, a chord bearing and distance of North 7°44'28" East, 176.09 feet;

THENCE with said curve to the right, an arc distance of 176.33 feet to the **POINT OF BEGINNING** and containing 652.282 acres or 28,413,403 square feet of land. **Save and Except** the following described 5.315 acre tract of land and the 109.2127 acre tract of land.

SAVE & EXCEPT
5.315 ACRES

BEING a tract of land situated in the Samuel Queen Survey, Abstract Number 731 and the Charles P. Rice Survey, Abstract Number 771, City of Celina, Collin County, Texas and being a portion of that tract of land conveyed to The Parks at Wilson Creek, L.P., according to the document filed of record in Document Number 20130830001229380, Deed Record Collin County, Texas and being more particularly described as follows:

BEGINNING at a point for the northwest corner of this tract from which the northwest corner of said The Parks At Wilson Creek, L.P. tract recorded in Document Number 20130830001229380 (D.R.C.C.T.) same being the northwest corner of the above described 646.9668 acre tract bears North 01°12'23" West, 738.14 feet;

THENCE North 89°55'39" East, a distance of 160.38 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 77°25'26", a radius of 50.00 feet, a chord bearing and distance of South 47°59'28" East, 62.54 feet;

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THENCE with said curve to the left, an arc distance of 67.57 feet to a point for corner;

THENCE South 0°04'15" East, a distance of 135.09 feet to a point for corner;

THENCE North 89°55'39" East, a distance of 361.00 feet to a point for corner;

THENCE South 0°04'15" East, a distance of 42.74 feet to a point for corner;

THENCE South 55°09'24" West, a distance of 72.90 feet to a point for corner;

THENCE South 34°50'36" East, a distance of 132.42 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 36°29'48", a radius of 275.00 feet, a chord bearing and distance of South 29°17'39" West, 172.22 feet;

THENCE with said curve to the left, an arc distance of 175.17 feet to a point for corner;

THENCE South 11°02'45" West, a distance of 5.30 feet to a point for corner;

THENCE South 55°09'33" West, a distance of 21.54 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 11°24'44", a radius of 1050.00 feet, a chord bearing and distance of North 86°50'35" West, 208.79 feet;

THENCE with said curve to the left, an arc distance of 209.14 feet to a point for corner;

THENCE South 87°27'03" West, a distance of 145.99 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 7°37'09", a radius of 940.00 feet, a chord bearing and distance of South 84°29'46" West, 124.91 feet;

THENCE with said curve to the right, an arc distance of 125.00 feet to a point for corner;

THENCE North 40°47'05" West, a distance of 38.57 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 10°34'56", a radius of 1150.03 feet, a chord bearing and distance of North 3°10'19" East, 212.10 feet;

THENCE with said curve to the left, an arc distance of 212.40 feet to a point for corner;

THENCE North 2°06'44" East, a distance of 303.26 feet to the **POINT OF BEGINNING** and containing 5.315 acres or 231,521 square feet of land, more or less.

SAVE & EXCEPT
109.2127 acres from the following described 111.631 acres

BEING a tract of land situated in the Charles P. Rice Survey, Abstract Number 771, the J.B. Wilmeth Survey, Abstract Number 985, the J.B. Wilmeth Survey, Abstract Number 983 and the Levin Routh Survey, Abstract Number 779, City of Celina, Collin County, Texas and being a portion of that tract of land conveyed to The Parks At Wilson Creek, L.P., according to the document filed of record in Document Number 20130830001229380, Deed Records Collin County, Texas, said tract being more particularly described as follows:

BEGINNING at a point in the west line of said The Parks at Wilson Creek tract same being common with the east line of that tract of land described as Tract 4 conveyed to Bilinda Cox Matusex Special Trust, according to the document filed of record in Document No. 20120724000891520 (D.R.C.C.T.) for the southeast corner of this tract from which an iron pipe found in the north line of that tract of land conveyed to Collin County, according to the document filed of record in Document No. 20191003001242980 (D.R.C.C.T.) at the southeast corner of that tract of land conveyed to Collin County, according to the document filed of record in Document No. 20191118001467990 same being common with the southwest corner of that tract of land conveyed to Collin County, according to the document filed of record in Document No. 2019112700151754 (O.P.R.C.C.T.) bears South 0°24'10" East, 568.32 feet;

THENCE leaving said common line over and across the above-mentioned Parks at Wilson Creek tract the

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following sixteen (16) courses and distances:

South 89°35'50" West, a distance of 753.85 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the right having a central angle of 11°42'08", a radius of 278.29 feet, a chord bearing and distance of North 84°31'20" West, 56.74 feet;

With said curve to the right, an arc distance of 56.84 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 58°53'22" West, a distance of 14.93 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 71°45'57" West, a distance of 51.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 18°38'15", a radius of 224.50 feet, a chord bearing and distance of North 8°54'57" East, 72.70 feet;

With said curve to the left, an arc distance of 73.03 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°24'10" West, a distance of 61.05 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract

North 18°50'16" West, a distance of 15.81 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 89°35'50" West, a distance of 247.01 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 0°24'10" East, a distance of 115.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 6°10'42" East, a distance of 41.52 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 2°19'10" West, a distance of 124.12 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 87°30'12" West, a distance of 115.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 2°29'48" West, a distance of 120.81 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 88°08'58" West, a distance of 6.37 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 167°34'35", a radius of 50.00 feet, a chord bearing and distance of South 85°14'50" West, 99.41 feet;

With said curve to the left, an arc distance of 146.24 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 1°27'33" West, a distance of 89.92 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set in the north line the above-mentioned Collin County tract recorded in 20191118001467990 same being common with the south line of the above-mentioned Parks at Wilson Creek tract at the beginning of a non-tangent curve to the left having a central angle of 2°04'24", a radius of 14,835.50 feet, a chord bearing and distance of North 89°34'39" West, 536.79 feet;

THENCE with said common line the following three (3) courses and distances:

With said curve to the left, an arc distance of 536.82 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

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South 89°23'08" West, a distance of 495.31 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 19°55'22", a radius of 4,044.50 feet, a chord bearing and distance of South 79°25'28" West, 1,399.27 feet;

With said curve to the left, an arc distance of 1,406.35 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set in the south line of the above-mentioned Parks at Wilson Creek tract same being common with the north line of that tract of land conveyed to Belknap FP, LTD, according to the document filed of record in Document No. 98-0123880 (D.R.C.C.T.) for corner of this tract;

THENCE South 89°59'30" West, with said common line, a distance of 198.32 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

THENCE leaving said common line over and across the above-mentioned Parks at Wilson Creek tract the seventy-seven (77) courses and distances:

North 0°01'00" West, a distance of 74.15 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 19°17'00" East, a distance of 125.68 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°45'05" West, a distance of 15.70 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 25°47'06" East, a distance of 39.50 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the right having a central angle of 64°11'54", a radius of 175.00 feet, a chord bearing and distance of North 32°06'57" West, 185.99 feet;

With said curve to the right, an arc distance of 196.08 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°01'00" West, a distance of 13.94 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 33°42'08", a radius of 59.50 feet, a chord bearing and distance of North 16°52'04" West, 34.50 feet;

With said curve to the left, an arc distance of 35.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°01'00" West, a distance of 288.25 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 53°20'47", a radius of 59.50 feet, a chord bearing and distance of North 26°39'24" East, 53.42 feet;

With said curve to the left, an arc distance of 55.40 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°01'00" West, a distance of 230.50 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 44°59'00" East, a distance of 14.14 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°59'00" East, a distance of 151.89 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 21°27'23", a radius of 400.00 feet, a chord bearing and distance of North 79°15'18" East, 148.92 feet;

With said curve to the left, an arc distance of 149.79 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 69°24'36" East, a distance of 14.68 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

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South 26°37'56" East, a distance of 111.19 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the right having a central angle of 26°36'57", a radius of 224.00 feet, a chord bearing and distance of South 13°19'28" East, 103.12 feet;

With said curve to the right, an arc distance of 104.06 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 0°01'00" East, a distance of 63.29 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°59'00" East, a distance of 50.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 0°01'00" East, a distance of 9.50 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 45°01'00" East, a distance of 14.14 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°59'00" East, a distance of 10.36 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°01'00" West, a distance of 130.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°55'27" East, a distance of 59.77 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 79°19'17" East, a distance of 59.51 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 68°42'43" East, a distance of 48.61 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 84°25'55" East, a distance of 100.47 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 82°39'44" East, a distance of 50.41 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 88°52'15" East, a distance of 96.10 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 74°08'46" East, a distance of 58.97 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 71°47'29" East, a distance of 58.97 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 69°55'04" East, a distance of 135.86 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 73°42'14" East, a distance of 50.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 57°24'52" East, a distance of 27.52 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 60°41'20" East, a distance of 300.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 57°04'00" East, a distance of 195.94 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for

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corner of this tract;

North 51°36'59" East, a distance of 48.76 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 48°51'25" East, a distance of 380.81 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 6°50'27", a radius of 1,462.50 feet, a chord bearing and distance of North 44°57'48" West, 174.51 feet;

With said curve to the left, an arc distance of 174.62 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 48°23'02" West, a distance of 1,384.33 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the right having a central angle of 27°33'26", a radius of 1,039.82 feet, a chord bearing and distance of North 34°32'21" West, 495.31 feet;

With said curve to the right, an arc distance of 500.11 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 2°01'38", a radius of 684.50 feet, a chord bearing and distance of North 21°44'34" West, 24.22 feet;

With said curve to the left, an arc distance of 24.22 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; North 29°53'35" West, a distance of 17.98 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 11°20'04", a radius of 682.50 feet, a chord bearing and distance of North 29°55'17" West, 134.79 feet;

With said curve to the left, an arc distance of 135.01 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; North 35°35'18" West, a distance of 15.71 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 18°14'07", a radius of 22.50 feet, a chord bearing and distance of North 44°42'22" West, 7.13 feet;

With said curve to the left, an arc distance of 7.16 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; North 53°49'25" West, a distance of 33.94 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 20°54'23", a radius of 52.50 feet, a chord bearing and distance of North 64°16'37" West, 19.05 feet; With said curve to the left, an arc distance of 19.16 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; North 0°22'23" West, a distance of 112.15 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; North 73°37'28" East, a distance of 16.80 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; North 72°21'44" East, a distance of 41.26 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 33°14'54", a radius of 21.50 feet, a chord bearing and distance of North 55°44'15" East, 12.30 feet;

With said curve to the left, an arc distance of 12.48 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; North 39°06'48" East, a distance of 12.80 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 23°02'50", a radius of 51.50 feet, a chord bearing and distance of North 27°35'23" East, 20.58 feet;

With said curve to the left, an arc distance of 20.72 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; South 89°34'21" East, a distance of 105.94 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 5°42'23", a radius of 491.50 feet, a chord bearing and distance of South 17°51'23" East, 48.93 feet;

With said curve to the left, an arc distance of 48.95 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a compound curve to the left having a central angle of 33°22'24", a radius of 21.50 feet, a chord bearing and distance of South 37°23'47" East, 12.35 feet;

With said curve to the left, an arc distance of 12.52 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; South 56°46'24" East, a distance of 10.94 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 23°10'06", a radius of 51.50 feet, a chord bearing and distance of South 68°21'27" East, 20.68 feet;

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With said curve to the left, an arc distance of 20.82 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; South 5°37'50" East, a distance of 104.28 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 6°12'32", a radius of 411.50 feet, a chord bearing and distance of South 65°55'51" West, 44.57 feet;

With said curve to the left, an arc distance of 44.59 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a compound curve to the left having a central angle of 38°50'36", a radius of 21.50 feet, a chord bearing and distance of South 43°24'17" West, 14.30 feet;

With said curve to the left, an arc distance of 14.58 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; South 23°59'00" West, a distance of 7.88 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 44°18'41", a radius of 51.50 feet, a chord bearing and distance of South 1°49'39" West, 38.84 feet;

With said curve to the left, an arc distance of 39.83 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; South 20°19'41" East, a distance of 61.90 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; South 13°07'29" East, a distance of 24.96 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the right having a central angle of 3°33'57", a radius of 525.50 feet, a chord bearing and distance of South 17°16'25" East, 32.70 feet;

With said curve to the right, an arc distance of 32.71 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a reverse curve to the left having a central angle of 14°16'40", a radius of 494.50 feet, a chord bearing and distance of South 22°37'46" East, 122.91 feet;

With said curve to the left, an arc distance of 123.23 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a compound curve to the left having a central angle of 18°36'55", a radius of 962.50 feet, a chord bearing and distance of South 39°04'34" East, 311.34 feet;

With said curve to the left, an arc distance of 312.72 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; South 48°23'02" East, a distance of 1383.70 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the right having a central angle of 17°54'58", a radius of 1,537.50 feet, a chord bearing and distance of South 39°25'33" East, 478.81 feet;

With said curve to the right, an arc distance of 480.77 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 59°31'36" East, a distance of 13.08 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 41°38'43" East, a distance of 736.15 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 53°37'24" East, a distance of 118.57 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 67°35'47" East, a distance of 50.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°35'50" East, a distance of 1,021.96 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 0°24'10" East, a distance of 26.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°35'50" East, a distance of 130.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set in the west line of the above-mentioned Parks at Wilson Creek tract being common with the east line of the above-mentioned Bilinda Cox tract for corner of this tract from which an iron rod found for the westerly line of said Parks at Wilson Creek tract being common with the northwest corner of said Bilinda Cox tract bears North 0°24'10” East, 1,203.03 feet;

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

THENCE South 0°24'10" East, with said common line, a distance of 1,426.55 feet to the **POINT OF BEGINNING** and containing 111.631 acres or 4,862,646 square feet of land, more or less.

SAVE AND EXCEPT

2.419 ACRES

BEING a tract of land situated in the J.B. Wilmeth Survey, Abstract Number 983 and the Levin Routh Survey, Abstract Number 779, City of Celina, Collin County, Texas and being a portion of that tract of land conveyed to The Parks At Wilson Creek, L.P., according to the document filed of record in Document Number 20130830001229380, Deed Records Collin County, Texas (D.R.C.C.T.), said tract being more particularly described as follows:

BEGINNING at a point in the northwest intersection of Eden Way and Lakeside Drive for the southeast corner of this tract;
THENCE with said Lakeside Drive the following three (3) courses and distances:

South 53°49'57" West, a distance of 255.49 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 112°00'01", a radius of 175.00 feet, a chord bearing and distance of North 70°01'19" West, 290.16 feet;
With said curve to the right, an arc distance of 342.09 feet to a point for corner;
North 14°01'18" West, a distance of 28.28 feet to a point for corner;
THENCE North 60°41'20" East, leaving the above-mentioned Lakeside Drive, a distance of 474.31 feet to a point for corner;
THENCE South 29°18'40" East, a distance of 130.00 feet to a point for corner;
THENCE South 60°41'20" West, a distance of 46.16 feet to a point for corner;
THENCE South 29°18'40" East, a distance of 50.00 feet to a point for corner;
THENCE North 60°41'20" East, a distance of 5.08 feet to a point for corner;
THENCE South 75°11'23" East, a distance of 14.36 feet to a point for corner;
THENCE South 32°47'39" East, a distance of 15.60 feet to a point for corner;
THENCE South 9°39'22" West, a distance of 14.34 feet to the **POINT OF BEGINNING**

and containing 2.419 acres or 105,371 square feet of land, more or less.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

APPENDIX C-3
LEGAL DESCRIPTION - PHASE #1

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

METES AND BOUNDS DESCRIPTION
The Parks at Wilson Creek - Phase 1
(approx. 109.2127 acres)

WHEREAS THE PARKS AT WILSON CREEK, L.P., is the owner of a tract of land situated in the Charles P. Rice Survey, Abstract Number 771, the J.B. Wilmeth Survey, Abstract Number 985, the J.B. Wilmeth Survey, Abstract Number 983 and the Levin Routh Survey, Abstract Number 779, City of Celina, Collin County, Texas and being a portion of that tract of land conveyed to The Parks At Wilson Creek, L.P., according to the document filed of record in Document Number 20130830001229380, Deed Records Collin County, Texas, said tract being more particularly described as follows:

BEGINNING at a point in the west line of said The Parks at Wilson Creek tract same being common with the east line of that tract of land described as Tract 4 conveyed to Bilinda Cox Matusex Special Trust, according to the document filed of record in Document No. 20120724000891520 (D.R.C.C.T.) for the southeast corner of this tract from which an iron pipe found in the north line of that tract of land conveyed to Collin County, according to the document filed of record in Document No. 20191003001242980 (D.R.C.C.T.) at the southeast corner of that tract of land conveyed to Collin County, according to the document filed of record in Document No. 20191118001467990 same being common with the southwest corner of that tract of land conveyed to Collin County, according to the document filed of record in Document No. 2019112700151754 (O.P.R.C.C.T.) bears South 0°24'10" East, 568.32 feet;

THENCE leaving said common line over and across the above-mentioned Parks at Wilson Creek tract the following sixteen (16) courses and distances:

South 89°35'50" West, a distance of 753.85 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the right having a central angle of 11°42'08", a radius of 278.29 feet, a chord bearing and distance of North 84°31'20" West, 56.74 feet;

With said curve to the right, an arc distance of 56.84 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 58°53'22" West, a distance of 14.93 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 71°45'57" West, a distance of 51.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 18°38'15", a radius of 224.50 feet, a chord bearing and distance of North 8°54'57" East, 72.70 feet;

With said curve to the left, an arc distance of 73.03 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°24'10" West, a distance of 61.05 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract

North 18°50'16" West, a distance of 15.81 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 89°35'50" West, a distance of 247.01 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 0°24'10" East, a distance of 115.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 6°10'42" East, a distance of 41.52 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

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South 2°19'10" West, a distance of 124.12 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 87°30'12" West, a distance of 115.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 2°29'48" West, a distance of 120.81 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 88°08'58" West, a distance of 6.37 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 167°34'35", a radius of 50.00 feet, a chord bearing and distance of South 85°14'50" West, 99.41 feet;

With said curve to the left, an arc distance of 146.24 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 1°27'33" West, a distance of 89.92 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set in the north line the above-mentioned Collin County tract recorded in 20191118001467990 same being common with the south line of the above-mentioned Parks at Wilson Creek tract at the beginning of a non-tangent curve to the left having a central angle of 2°04'24", a radius of 14,835.50 feet, a chord bearing and distance of North 89°34'39" West, 536.79 feet;

THENCE with said common line the following three (3) courses and distances:

With said curve to the left, an arc distance of 536.82 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 89°23'08" West, a distance of 495.31 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 19°55'22", a radius of 4,044.50 feet, a chord bearing and distance of South 79°25'28" West, 1,399.27 feet;

With said curve to the left, an arc distance of 1,406.35 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set in the south line of the above-mentioned Parks at Wilson Creek tract same being common with the north line of that tract of land conveyed to Belknap FP, LTD, according to the document filed of record in Document No. 98-0123880 (D.R.C.C.T.) for corner of this tract;

THENCE South 89°59'30" West, with said common line, a distance of 198.32 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

THENCE leaving said common line over and across the above-mentioned Parks at Wilson Creek tract the seventy-seven (77) courses and distances:

North 0°01'00" West, a distance of 74.15 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 19°17'00" East, a distance of 125.68 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°45'05" West, a distance of 15.70 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 25°47'06" East, a distance of 39.50 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the right having a central angle of 64°11'54", a radius of 175.00 feet, a chord bearing and distance of North 32°06'57" West, 185.99 feet;

With said curve to the right, an arc distance of 196.08 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

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North 0°01'00" West, a distance of 13.94 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 33°42'08", a radius of 59.50 feet, a chord bearing and distance of North 16°52'04" West, 34.50 feet;

With said curve to the left, an arc distance of 35.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°01'00" West, a distance of 288.25 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 53°20'47", a radius of 59.50 feet, a chord bearing and distance of North 26°39'24" East, 53.42 feet;

With said curve to the left, an arc distance of 55.40 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°01'00" West, a distance of 230.50 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 44°59'00" East, a distance of 14.14 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°59'00" East, a distance of 151.89 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 21°27'23", a radius of 400.00 feet, a chord bearing and distance of North 79°15'18" East, 148.92 feet;

With said curve to the left, an arc distance of 149.79 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 69°24'36" East, a distance of 14.68 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 26°37'56" East, a distance of 111.19 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the right having a central angle of 26°36'57", a radius of 224.00 feet, a chord bearing and distance of South 13°19'28" East, 103.12 feet;

With said curve to the right, an arc distance of 104.06 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 0°01'00" East, a distance of 63.29 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°59'00" East, a distance of 50.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 0°01'00" East, a distance of 9.50 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 45°01'00" East, a distance of 14.14 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°59'00" East, a distance of 10.36 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°01'00" West, a distance of 130.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

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North 89°55'27" East, a distance of 59.77 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 79°19'17" East, a distance of 59.51 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 68°42'43" East, a distance of 48.61 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 84°25'55" East, a distance of 100.47 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 82°39'44" East, a distance of 50.41 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 88°52'15" East, a distance of 96.10 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 74°08'46" East, a distance of 58.97 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 71°47'29" East, a distance of 58.97 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 69°55'04" East, a distance of 135.86 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 73°42'14" East, a distance of 50.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 57°24'52" East, a distance of 27.52 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 60°41'20" East, a distance of 300.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 57°04'00" East, a distance of 195.94 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 51°36'59" East, a distance of 48.76 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 48°51'25" East, a distance of 380.81 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 6°50'27", a radius of 1,462.50 feet, a chord bearing and distance of North 44°57'48" West, 174.51 feet;

With said curve to the left, an arc distance of 174.62 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 48°23'02" West, a distance of 1,384.33 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the right having a central angle of 27°33'26", a radius of 1,039.82 feet, a chord bearing and distance of North 34°32'21" West, 495.31 feet;

With said curve to the right, an arc distance of 500.11 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 2°01'38", a radius of 684.50 feet, a chord bearing and distance of North 21°44'34" West, 24.22 feet;

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With said curve to the left, an arc distance of 24.22 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

North 29°53'35" West, a distance of 17.98 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 11°20'04", a radius of 682.50 feet, a chord bearing and distance of North 29°55'17" West, 134.79 feet;

With said curve to the left, an arc distance of 135.01 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

North 35°35'18" West, a distance of 15.71 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 18°14'07", a radius of 22.50 feet, a chord bearing and distance of North 44°42'22" West, 7.13 feet;

With said curve to the left, an arc distance of 7.16 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

North 53°49'25" West, a distance of 33.94 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 20°54'23", a radius of 52.50 feet, a chord bearing and distance of North 64°16'37" West, 19.05 feet;

With said curve to the left, an arc distance of 19.16 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

North 0°22'23" West, a distance of 112.15 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

North 73°37'28" East, a distance of 16.80 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

North 72°21'44" East, a distance of 41.26 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 33°14'54", a radius of 21.50 feet, a chord bearing and distance of North 55°44'15" East, 12.30 feet;

With said curve to the left, an arc distance of 12.48 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

North 39°06'48" East, a distance of 12.80 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 23°02'50", a radius of 51.50 feet, a chord bearing and distance of North 27°35'23" East, 20.58 feet;

With said curve to the left, an arc distance of 20.72 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

South 89°34'21" East, a distance of 105.94 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 5°42'23", a radius of 491.50 feet, a chord bearing and distance of South 17°51'23" East, 48.93 feet;

With said curve to the left, an arc distance of 48.95 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a compound curve to the left having a central angle of 33°22'24", a radius of 21.50 feet, a chord bearing and distance of South 37°23'47" East, 12.35 feet;

With said curve to the left, an arc distance of 12.52 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

South 56°46'24" East, a distance of 10.94 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 23°10'06", a radius of 51.50 feet, a chord

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bearing and distance of South 68°21'27" East, 20.68 feet;

With said curve to the left, an arc distance of 20.82 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

South 5°37'50" East, a distance of 104.28 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 6°12'32", a radius of 411.50 feet, a chord bearing and distance of South 65°55'51" West, 44.57 feet;

With said curve to the left, an arc distance of 44.59 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a compound curve to the left having a central angle of 38°50'36", a radius of 21.50 feet, a chord bearing and distance of South 43°24'17" West, 14.30 feet;

With said curve to the left, an arc distance of 14.58 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

South 23°59'00" West, a distance of 7.88 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 44°18'41", a radius of 51.50 feet, a chord bearing and distance of South 1°49'39" West, 38.84 feet;

With said curve to the left, an arc distance of 39.83 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

South 20°19'41" East, a distance of 61.90 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

South 13°07'29" East, a distance of 24.96 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the right having a central angle of 3°33'57", a radius of 525.50 feet, a chord bearing and distance of South 17°16'25" East, 32.70 feet;

With said curve to the right, an arc distance of 32.71 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a reverse curve to the left having a central angle of 14°16'40", a radius of 494.50 feet, a chord bearing and distance of South 22°37'46" East, 122.91 feet;

With said curve to the left, an arc distance of 123.23 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a compound curve to the left having a central angle of 18°36'55", a radius of 962.50 feet, a chord bearing and distance of South 39°04'34" East, 311.34 feet;

With said curve to the left, an arc distance of 312.72 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

South 48°23'02" East, a distance of 1383.70 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the right having a central angle of 17°54'58", a radius of 1,537.50 feet, a chord bearing and distance of South 39°25'33" East, 478.81 feet;

With said curve to the right, an arc distance of 480.77 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 59°31'36" East, a distance of 13.08 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 41°38'43" East, a distance of 736.15 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 53°37'24" East, a distance of 118.57 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

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North 67°35'47" East, a distance of 50.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°35'50" East, a distance of 1,021.96 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 0°24'10" East, a distance of 26.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°35'50" East, a distance of 130.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set in the west line of the above-mentioned Parks at Wilson Creek tract being common with the east line of the above-mentioned Bilinda Cox tract for corner of this tract from which an iron rod found for the westerly line of said Parks at Wilson Creek tract being common with the northwest corner of said Bilinda Cox tract bears North 0°24'10” East, 1,203.03 feet;

THENCE South 0°24'10" East, with said common line, a distance of 1,426.55 feet to the **POINT OF BEGINNING** and containing 111.6312 acres or 4,862,657 square feet of land, more or less.

SAVE AND EXCEPT
2.4185 ACRES

BEING a tract of land situated in the J.B. Wilmeth Survey, Abstract Number 983 and the Levin Routh Survey, Abstract Number 779, City of Celina, Collin County, Texas and being a portion of that tract of land conveyed to The Parks At Wilson Creek, L.P., according to the document filed of record in Document Number 20130830001229380, Deed Records Collin County, Texas (D.R.C.C.T.), said tract being more particularly described as follows:

BEGINNING at a point in the northeast intersection of Eden Way and Lakeside Drive for the southeast corner of this tract;

THENCE South 60°41'20" West, a distance of 526.16 feet to a point at the beginning of a tangent curve to the left having a central angle of 67°29'59", a radius of 50.00 feet, a chord bearing and distance of South 26°56'21" West, 55.56 feet;

THENCE with said Lakeside Drive the following three (3) courses and distances:

South 53°49'57" West, a distance of 255.49 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 112°00'01", a radius of 175.00 feet, a chord bearing and distance of North 70°01'19" West, 290.16 feet;

With said curve to the right, an arc distance of 342.09 feet to a point for corner;

North 14°01'18" West, a distance of 28.28 feet to a point for corner;

THENCE North 60°41'20" East, leaving the above-mentioned Lakeside Drive, a distance of 474.31 feet to a point for corner;

THENCE South 29°18'40" East, a distance of 130.00 feet to a point for corner;

THENCE South 60°41'20" West, a distance of 46.16 feet to a point for corner;

THENCE South 29°18'40" East, a distance of 50.00 feet to a point for corner;

THENCE North 60°41'20" East, a distance of 5.08 feet to a point for corner;

THENCE South 75°11'23" East, a distance of 14.36 feet to a point for corner;

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THENCE South 32°47'39" East, a distance of 15.60 feet to a point for corner;

THENCE South 9°39'22" West, a distance of 14.34 feet to the **POINT OF BEGINNING**
and containing 2.4185 acres or 105,349 square feet of land, more or less.

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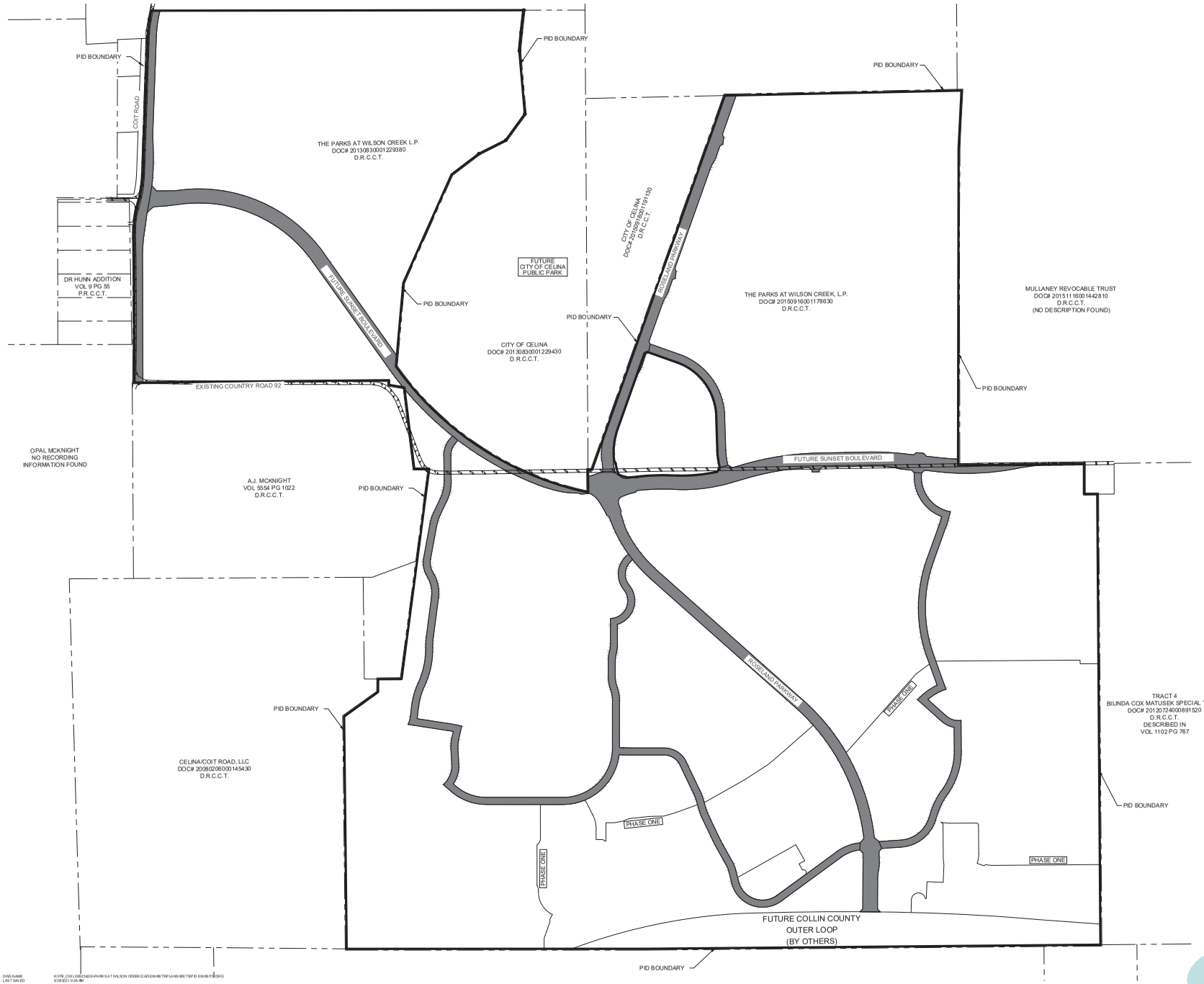
APPENDIX D
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)



GRAPHIC SCALE IN FEET
0 150 300 600
1"=300' @ 24x36

LEGEND

RIGHT-OF-WAY

RIGHT-OF-WAY AREA TABLE	
NAME	NET AREA (AC/SF)
ROSELAND PARKWAY	11.67 ACRES (508,345 SF)
SUNSET BOULEVARD	14.54 ACRES (633,362 SF)
COIT ROAD	3.84 ACRES (167,270 SF)
SECONDARY ROADS	14.72 ACRES (641,317 SF)
TOTAL AREA	44.77 ACRES (1,950,294 SF)

PID MAJOR IMPROVEMENTS -
ROW ACQUISITION

THE PARKS AT WILSON CREEK

5/27/2021
Celina, Texas

Cambridge

Kimley»Horn
6160 Warren Parkway
Suite 210

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.

DWG NAME
LAST SAVED
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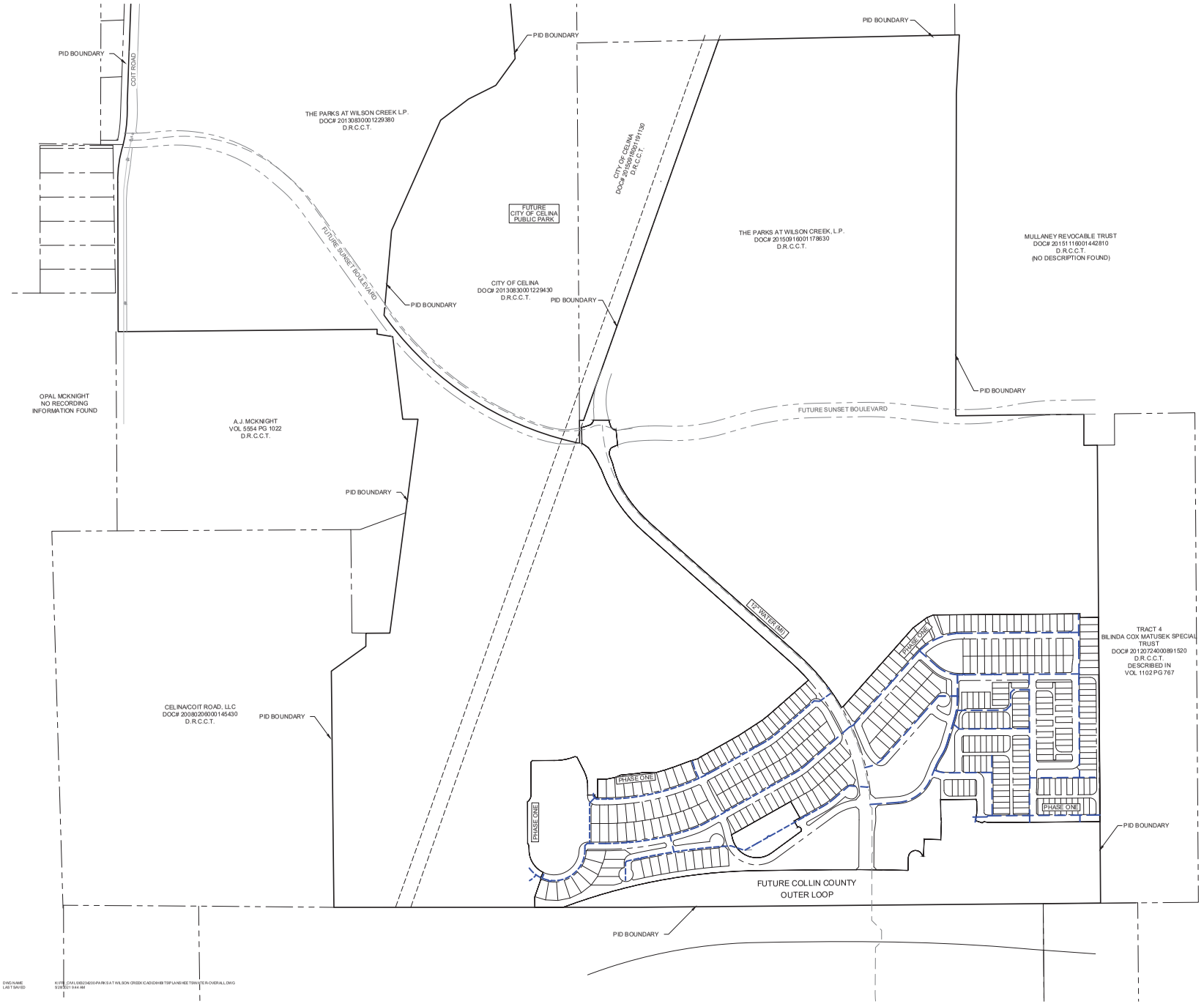
8.N.a

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)



GRAPHIC SCALE IN FEET
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1"=300' @ 24x36

NOTE:
ALL WATER LINES
ARE 8" DIAMETER

PHASE ONE
DIRECT IMPROVEMENTS - WATER

THE PARKS AT WILSON CREEK

5/27/2021
Celina, Texas

Cambridge

Kimley»Horn
6160 Warren Parkway
Suite 210

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITH THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.

DWG NAME
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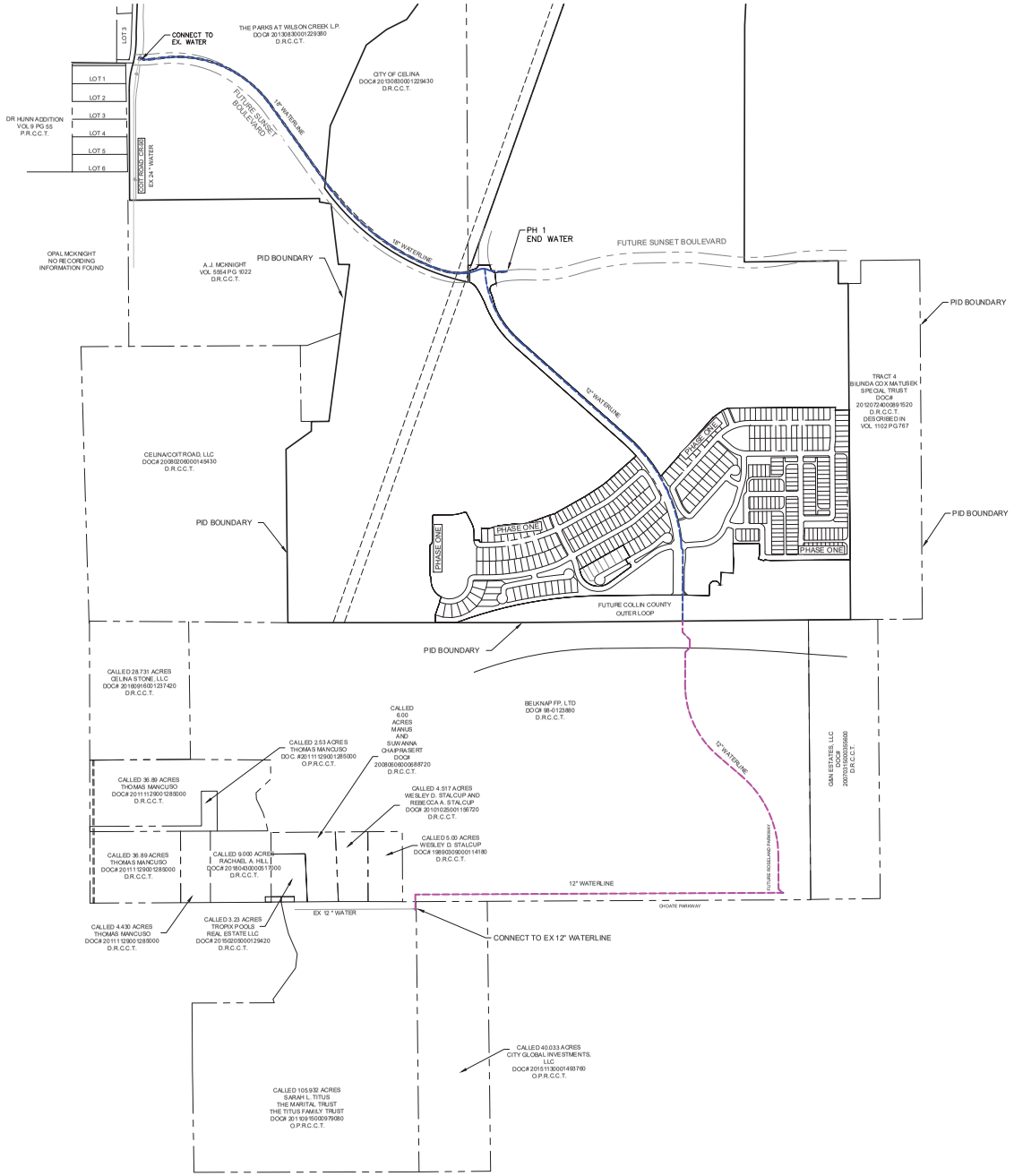

GRAPHIC SCALE IN FEET
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1"=300' @ 24x36

LEGEND:

- MAJOR IMPROVEMENTS PAID BY DEVELOPER
- MAJOR IMPROVEMENTS COVERED IN DEVELOPMENT AGREEMENT

NOTE:
ALL WATER LINES
ARE 12" DIAMETER.

PHASE ONE

MAJOR IMPROVEMENTS - WATER

August 2021
Celina, Texas

Cambridge

Kimley»Horn
6160 Warren Parkway
Suite 210
Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITH THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.

DWG NAME
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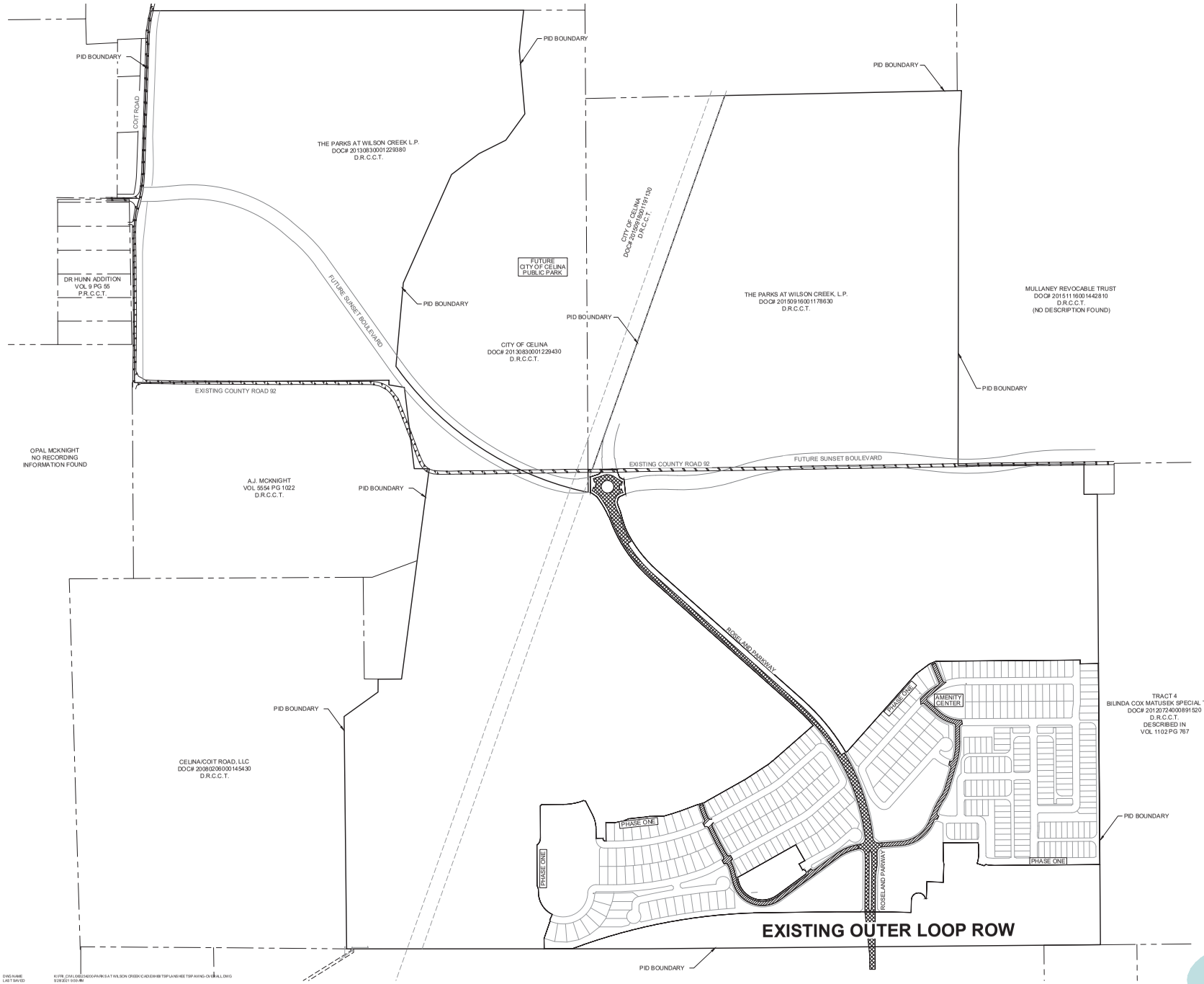

GRAPHIC SCALE IN FEET
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1"=300' @ 24x36

LEGEND

=29' B-B

=ULTIMATE 55' B-B

PHASE ONE

MAJOR IMPROVEMENTS - PAVING

THE PARKS AT WILSON CREEK

5/27/2021

Celina, Texas

Cambridge

Kimley»Horn

6160 Warren Parkway
Suite 210

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITH
BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.

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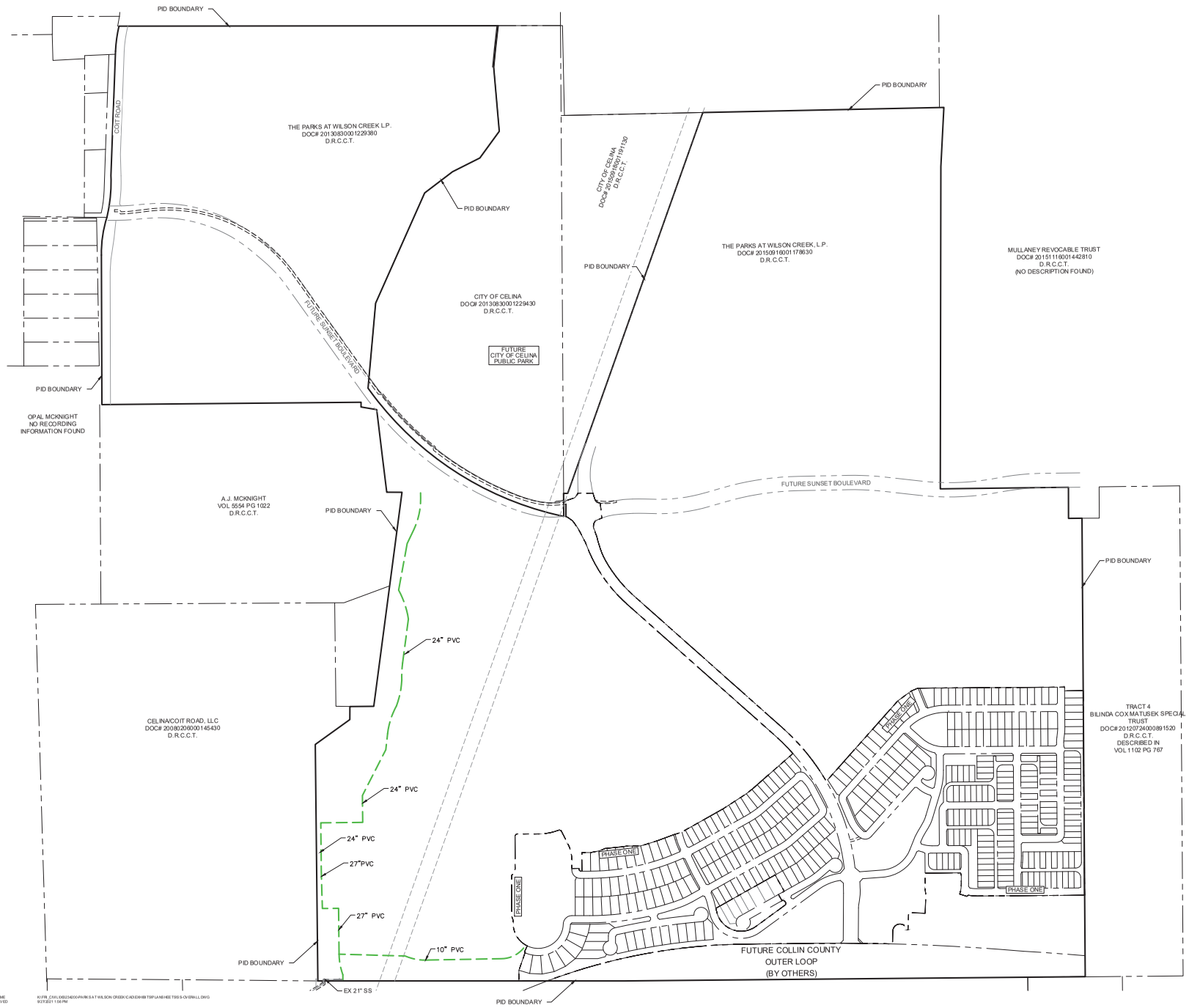

GRAPHIC SCALE IN FEET
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1"=300' @ 24x36

PHASE ONE

MAJOR IMPROVEMENTS - SANITARY SEWER

August 2021
Celina, Texas

Cambridge

Kimley»Horn

6160 Warren Parkway
Suite 210

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITH
BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.

DWG NAME
LAST SAVED
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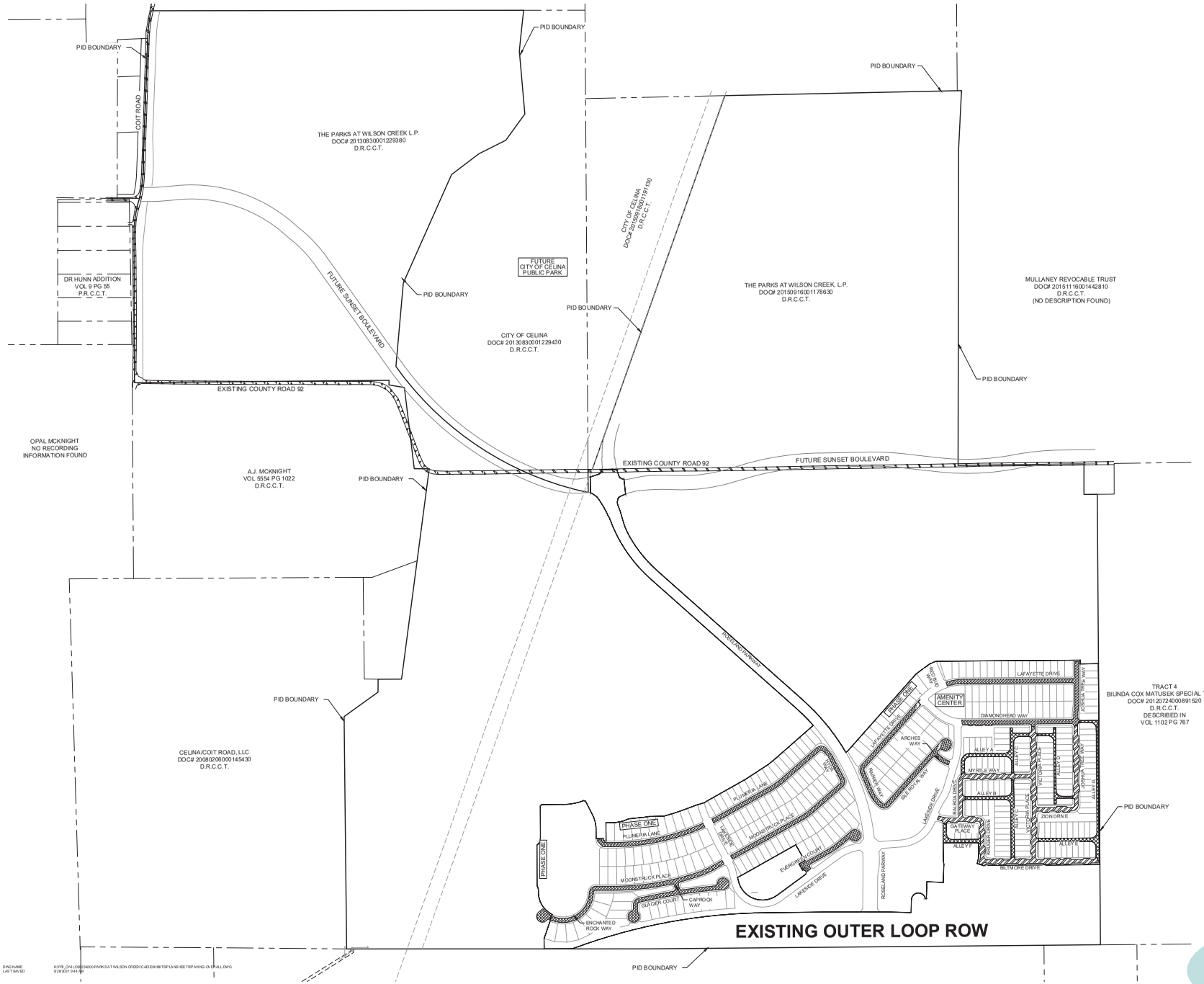
8.N.a



PHASE ONE

DIRECT IMPROVEMENTS - PAVING

THE PARKS AT WILSON CREEK

5/27/2021

Celina, Texas

Cambridge

Kimley»Horn

6160 Warren Parkway

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITH THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.

DWG NAME
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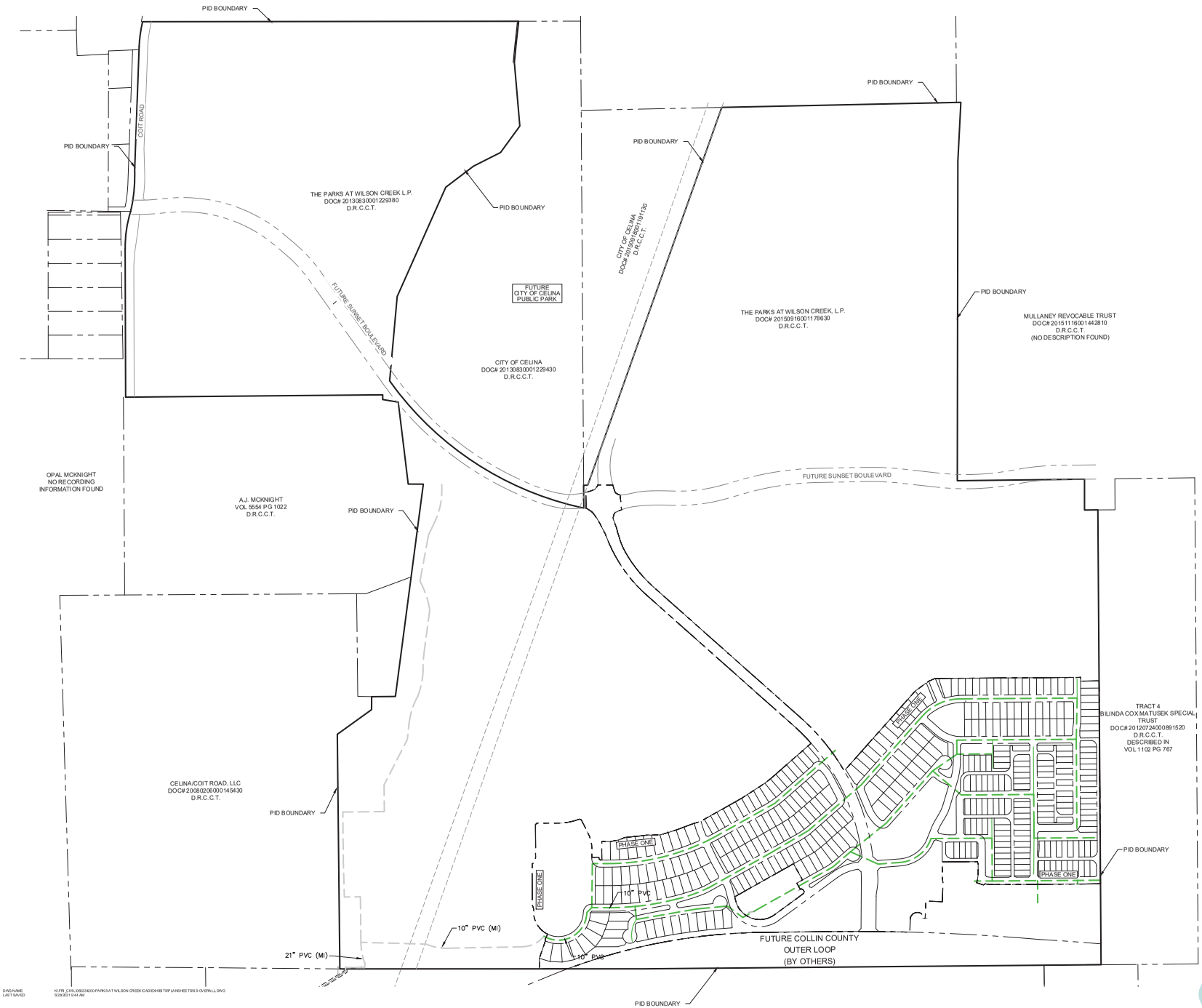

NOTE:
ALL SEWER LINES
ARE 8" DIAMETER
(UNLESS NOTED OTHERWISE)

PHASE ONE

DIRECT IMPROVEMENTS - SANITARY SEWER

THE PARKS AT WILSON CREEK

5/27/2021
Celina, Texas

Cambridge

Kimley»Horn

8.N.a

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

APPENDIX E
HOMEBUYER DISCLOSURE

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

AFTER RECORDING RETURN TO:

_____
_____
_____
_____
_____][1]

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF CELINA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

LOT TYPE _____ PRINCIPAL ASSESSMENT: $_____

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Celina, Texas (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***The Parks at Wilson Creek Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF Collin §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

APPENDIX F
ASSESSMENT PER UNIT, PROJECTED LEVERAGE AND PROJECTED TAX RATE EQUIVALENTS

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

Appendix F

For purposes of calculating and allocating the Assessments, the Assessed Property has been classified in one of three Lot Types.

"Lot Type 1" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 74 feet, as provided by Zoning Ordinance.

"Lot Type 2" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 60 feet, as provided by Zoning Ordinance.

"Lot Type 3" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 50 feet, as provided by Zoning Ordinance.

"Lot Type 4" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 40 feet, as provided by Zoning Ordinance.

A) Proposed Development

The following table shows the proposed residential units to be developed within the PID.

Table F-1
Proposed Development within the PID

Description	Proposed Development	
74 Ft Lots	271	Units
60 Ft Lots	698	Units
50 Ft Lots	1,012	Units
40 Ft Lots	183	Units
Total	**2,164**	**Units**

Table F-2 below shows the proposed residential units within Phase #1.

Table F-2
Proposed Development - Phase #1

Description	Proposed Development	
74 Ft Lots	-	Units
60 Ft Lots	100	Units
50 Ft Lots	132	Units
40 Ft Lots	126	Units
Total	**358**	**Units**

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

Table F-3 below shows the proposed residential Lot Types within The Major Improvement Area.

Table F-3
Proposed Development - Major Improvement Area

Description	Proposed Development	
74 Ft Lots	271	Units
60 Ft Lots	598	Units
50 Ft Lots	880	Units
40 Ft Lots	57	Units
Total	**1,806**	**Units**

B) Calculation of Equivalent Units

As explained under Section IV.D, for purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Major Improvement Area Projects to be financed with the Initial Major Improvement Area Bonds shall be allocated to the Major Improvement Area Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units.

For purposes of this Service and Assessment Plan, the City Council has determined that the Assessments shall be allocated to the Major Improvement Area Assessed Property on the basis of the average home value of each Lot Type, and that such method of allocation will result in the imposition of equal shares of the Assessments on Parcels similarly benefited. In determining the average home value of each Lot Type, the City Council has taken into consideration (i) the type of lots (i.e., 60 Ft, 50 Ft, etc.); (ii) current and projected home prices; (iii) the costs of the Authorized Improvements, and (iv) the ability of different property types to utilize and benefit from the Authorized Improvements.

Having taken into consideration the matters described above, the City Council has determined that allocating the Assessments among Parcels based on average home value is best accomplished by creating classifications of benefited Parcels based on the "Lot Types" defined above. These classifications (from Lot Type 1 (74 Ft Lots) representing the highest value to Lot Type 4 (40 Ft Lot) representing the lowest value for residential lots are set forth in Table F-4 on the following page. Assessments are allocated to each Lot Type on the basis of the average home value for each class of lots. This is accomplished by giving each Lot Type an Equivalent Unit factor. Equivalent Units are the ratio of the average value of lots within each assessment class, setting the Equivalent Unit factor for Lot Type 1 (74 Ft Lots) to 1.0.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

Table F-4
Equivalent Unit Factors

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor
Lot Type 1 (74 Ft Lot)	$625,000	1.00 per dwelling unit
Lot Type 2 (60 Ft Lot)	$550,000	0.88 per dwelling unit
Lot Type 3 (50 Ft Lot)	$475,000	0.76 per dwelling unit
Lot Type 4 (40 Ft Lot)	$425,000	0.68 per dwelling unit

The total estimated Equivalent Units for Phase #1 are shown in Table F-5 below as calculated based on the Equivalent Unit factors shown above, estimated Lot Types and number of units estimated to be built within Phase #1.

Table F-5
Estimated Equivalent Units - Phase #1

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (74 Ft Lot)	-	1.00	-
Lot Type 2 (60 Ft Lot)	100	0.88	88.00
Lot Type 3 (50 Ft Lot)	132	0.76	100.32
Lot Type 4 (40 Ft Lot)	126	0.68	85.68
Total Equivalent Units	**358**		**274.00**

The total estimated Equivalent Units for The Major Improvement Area is shown in Table F-6 below as calculated based on the Equivalent Unit factors shown in Table F-4, estimated Lot Types and number of units estimated to be built within The Major Improvement Area.

Table F-6
Estimated Equivalent Units -Major Improvement Area

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (74 Ft Lot)	271	1.00	271.00
Lot Type 2 (60 Ft Lot)	598	0.88	526.24
Lot Type 3 (50 Ft Lot)	880	0.76	668.80
Lot Type 4 (40 Ft Lot)	57	0.68	38.76
Total Equivalent Units	**1,806**		**1,504.80**

C) Allocation of Assessments to Lots within Phase #1

As shown in Section IV of this Service and Assessment Plan, the total amount of the Phase #1 Bonds and obligations related to a portion of the Phase #1 Improvements and Phase #1's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement,

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

which represents the total Assessment to be allocated on all Parcels within Phase #1, is $14,558,710. As shown in Table F-5, there are a total of 274.00 estimated Equivalent Units in Phase #1, resulting in an Assessment per Equivalent Unit of $53,133.98.

The Assessment per dwelling unit or acre is calculated as the product of (i) $53,133.98 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, The Assessment for a Lot Type 2 (60 Ft Lot) dwelling unit is $46,757.90 (i.e. $53,133.98 × 0.88). The Assessment for a Lot Type 3 (50 Ft Lot) dwelling unit is $40,381.82 (i.e. $53,133.98× 0.76).The Assessment for a Lot Type 4 (40 Ft Lot) dwelling unit is $36,131.10 (i.e. $53,133.98 × 0.68). Table F-7 below sets forth the Assessment per dwelling unit for each Lot Type in Phase #1.

Table F-7
Assessment Per Unit - Phase #1

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit		Total Assessments
Lot Type 1 (74 Ft Lot)	-	$53,133.98	1.00	$53,133.98	per dwelling unit	-
Lot Type 2 (60 Ft Lot)	100	$53,133.98	0.88	$46,757.90	per dwelling unit	$4,675,790
Lot Type 3 (50 Ft Lot)	132	$53,133.98	0.76	$40,381.82	per dwelling unit	$5,330,401
Lot Type 4 (40 Ft Lot)	126	$53,133.98	0.68	$36,131.10	per dwelling unit	$4,552,519
Total	**358**					**$14,558,710**

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table F-8 below.

Table F-8
Projected Leverage - Phase #1

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit[1]	Leverage (Lot Value)	Leverage (Home Value)
74 Ft Lots	-	-	-	-	-	-
60 Ft Lots	100	$110,000	$550,000	$46,757.90	2.35	11.76
50 Ft Lots	132	$95,000	$475,000	$40,381.82	2.35	11.76
40 Ft Lots	126	$85,000	$425,000	$36,131.10	2.35	11.76

1 - Amounts are rounded to the nearest dollar amount.

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table F-9 below.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

Table F-9
Estimated Tax Rate Equivalent per unit - Phase #1

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
74 Ft Lots	-	-	-	-	-	-
60 Ft Lots	100	$110,000	$550,000	$3,418	$3.11	$0.62
50 Ft Lots	132	$95,000	$475,000	$2,952	$3.11	$0.62
40 Ft Lots	126	$85,000	$425,000	$2,635	$3.10	$0.62

The Assessment and Annual Installments for each Parcel or Lot located within Phase #1 is shown on the Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements, attached as Appendix I and the Phase #1 Assessment Roll - Additional Major Improvements, attached as Appendix J, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

D) Allocation of Major Improvement Area Assessments to Lot Types in the Major Improvement Area

As shown in Section IV of this Service and Assessment Plan, the total amount of the Initial Major Improvement Area Bonds and obligation related to the Major Improvement Area's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement, which represents the total Assessment to be allocated on all Parcels within the Major Improvement Area is $26,030,092. As shown in Table F-6, there are a total of 1,504.80 estimated Equivalent Units in the Major Improvement Area, resulting in an Assessment per Equivalent Unit of $17,298.04.

The Assessment per dwelling unit or acre is calculated as the product of (i) $17,298.04 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (74 Ft Lot) dwelling unit is $17,298.04 (i.e. $17,298.04 × 1.00). The Assessment for a Lot Type 2 (60 Ft Lot) dwelling unit is $15,222.28 (i.e. $17,298.04× 0.88). The Assessment for a Lot Type 3 (50 Ft Lot) dwelling unit is $13,146.51 (i.e. $17,298.04× 0.76).The Assessment for a Lot Type 4 (40 Ft Lot) dwelling unit is $11,762.67 (i.e. $17,298.04× 0.68). Table F-10 below sets forth the Assessment per dwelling unit for each Lot Type in the Major Improvement Area.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

Table F-10
Assessment Per Unit –Major Improvement Area

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit		Total Assessments
Lot Type 1 (74 Ft Lot)	271	$17,298.04	1.00	$17,298.04	per dwelling unit	$4,687,769
Lot Type 2 (60 Ft Lot)	598	$17,298.04	0.88	$15,222.28	per dwelling unit	$9,102,921
Lot Type 3 (50 Ft Lot)	880	$17,298.04	0.76	$13,146.51	per dwelling unit	$11,568,930
Lot Type 4 (40 Ft Lot)	57	$17,298.04	0.68	$11,762.67	per dwelling unit	$670,472
Total	**1,806**					**$26,030,092**

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit within the Major Improvement Area is shown in Table F-11 on the following page.

Table F-11
Projected Leverage - Major Improvement Area

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit[1]	Leverage (Lot Value)	Leverage (Home Value)
74 Ft Lots	271	$125,000	$625,000	$17,298.04	7.23	36.13
60 Ft Lots	598	$110,000	$550,000	$15,222.28	7.23	36.13
50 Ft Lots	880	$95,000	$475,000	$13,146.51	7.23	36.13
40 Ft Lots	57	$85,000	$425,000	$11,762.67	7.23	36.13

1 - Amounts are rounded to the nearest dollar amount.

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit within the Major Improvement Area is shown in Table F-12 on the below.

Table F-12
Estimated Tax Rate Equivalent per unit - Major Improvement Area

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
74 Ft Lots	271	$125,000	$625,000	$1,173	$0.94	$0.19
60 Ft Lots	598	$110,000	$550,000	$1,032	$0.94	$0.19
50 Ft Lots	880	$95,000	$475,000	$891	$0.94	$0.19
40 Ft Lots	57	$85,000	$425,000	$798	$0.94	$0.19

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

The Assessment and Annual Installments for each Parcel or Lot located within the Major Improvement Area is shown on the Major Improvement Area Assessment Roll - Initial Major Improvements, attached as Appendix G, and the Major Improvement Area Assessment Roll - Additional Major Improvements, attached as Appendix H, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

APPENDIX G
MAJOR IMPROVEMENT AREA ASSESSMENT ROLL - INITIAL MAJOR IMPROVEMENTS

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

Appendix G-1
Major Improvement Area Assessment Roll - Initial Major Improvements

Parcel	**All Parcels**
Assessment	**$13,250,000**
Equivalent Units	**1,504.80**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
9/30/2022	$0	$629,375	$0	$0	($629,375)	$0
9/30/2023	$0	$629,375	$30,600	$66,250	($629,375)	$96,850
9/30/2024	$235,000	$629,375	$31,212	$66,250	$0	$961,837
9/30/2025	$250,000	$618,213	$31,836	$65,075	$0	$965,124
9/30/2026	$260,000	$606,338	$32,473	$63,825	$0	$962,635
9/30/2027	$270,000	$593,988	$33,122	$62,525	$0	$959,635
9/30/2028	$285,000	$581,163	$33,785	$61,175	$0	$961,122
9/30/2029	$300,000	$567,625	$34,461	$59,750	$0	$961,836
9/30/2030	$310,000	$553,375	$35,150	$58,250	$0	$956,775
9/30/2031	$325,000	$538,650	$35,853	$56,700	$0	$956,203
9/30/2032	$345,000	$523,213	$36,570	$55,075	$0	$959,857
9/30/2033	$360,000	$506,825	$37,301	$53,350	$0	$957,476
9/30/2034	$375,000	$489,725	$38,047	$51,550	$0	$954,322
9/30/2035	$395,000	$471,913	$38,808	$49,675	$0	$955,396
9/30/2036	$410,000	$453,150	$39,584	$47,700	$0	$950,434
9/30/2037	$430,000	$433,675	$40,376	$45,650	$0	$949,701
9/30/2038	$450,000	$413,250	$41,184	$43,500	$0	$947,934
9/30/2039	$475,000	$391,875	$42,007	$41,250	$0	$950,132
9/30/2040	$495,000	$369,313	$42,847	$38,875	$0	$946,035
9/30/2041	$520,000	$345,800	$43,704	$36,400	$0	$945,904
9/30/2042	$545,000	$321,100	$44,578	$33,800	$0	$944,478
9/30/2043	$570,000	$295,213	$45,470	$31,075	$0	$941,757
9/30/2044	$595,000	$268,138	$46,379	$28,225	$0	$937,742
9/30/2045	$625,000	$239,875	$47,307	$25,250	$0	$937,432
9/30/2046	$655,000	$210,188	$48,253	$22,125	$0	$935,566
9/30/2047	$685,000	$179,075	$49,218	$18,850	$0	$932,143
9/30/2048	$720,000	$146,538	$50,203	$15,425	$0	$932,165
9/30/2049	$750,000	$112,338	$51,207	$11,825	$0	$925,369
9/30/2050	$785,000	$76,713	$52,231	$8,075	$0	$922,018
9/30/2051	$830,000	$39,425	$53,275	$4,150	$0	$926,850
Total	**$13,250,000**	**$12,234,813**	**$1,187,042**	**$1,221,625**	**($1,258,750)**	**$26,634,730**

1 - The 9/30/XX dates represent the fiscal year end for the Bonds.

2 - The interest is calculated assuming a 4.75% interest rate on the Initial Major Improvement Area Bonds.

3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

Appendix G-2
Major Improvement Area - Initial Major Improvements Assessment Roll by Lot Type

Lot Type	**Lot Type 1 (74 Ft)**
Assessment	**$8,805**
Equivalent Unit	**1.00**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
9/30/2022	$0	$418	$0	$0	($418)	$0
9/30/2023	$0	$418	$20	$44	($418)	$64
9/30/2024	$156	$418	$21	$44	$0	$639
9/30/2025	$166	$411	$21	$43	$0	$641
9/30/2026	$173	$403	$22	$42	$0	$640
9/30/2027	$179	$395	$22	$42	$0	$638
9/30/2028	$189	$386	$22	$41	$0	$639
9/30/2029	$199	$377	$23	$40	$0	$639
9/30/2030	$206	$368	$23	$39	$0	$636
9/30/2031	$216	$358	$24	$38	$0	$635
9/30/2032	$229	$348	$24	$37	$0	$638
9/30/2033	$239	$337	$25	$35	$0	$636
9/30/2034	$249	$325	$25	$34	$0	$634
9/30/2035	$262	$314	$26	$33	$0	$635
9/30/2036	$272	$301	$26	$32	$0	$632
9/30/2037	$286	$288	$27	$30	$0	$631
9/30/2038	$299	$275	$27	$29	$0	$630
9/30/2039	$316	$260	$28	$27	$0	$631
9/30/2040	$329	$245	$28	$26	$0	$629
9/30/2041	$346	$230	$29	$24	$0	$629
9/30/2042	$362	$213	$30	$22	$0	$628
9/30/2043	$379	$196	$30	$21	$0	$626
9/30/2044	$395	$178	$31	$19	$0	$623
9/30/2045	$415	$159	$31	$17	$0	$623
9/30/2046	$435	$140	$32	$15	$0	$622
9/30/2047	$455	$119	$33	$13	$0	$619
9/30/2048	$478	$97	$33	$10	$0	$619
9/30/2049	$498	$75	$34	$8	$0	$615
9/30/2050	$522	$51	$35	$5	$0	$613
9/30/2051	$552	$26	$35	$3	$0	$616
Total	**$8,805**	**$8,131**	**$789**	**$812**	**($836)**	**$17,700**

1 - The 9/30/XX dates represent the fiscal year end for the Bonds.
2 - The interest is calculated assuming a 4.75% interest rate on the Initial Major Improvement Area Bonds.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

Appendix G-3
Major Improvement Area - Initial Major Improvements Assessment Roll by Lot Type

Lot Type	**Lot Type 2 (60 Ft)**
Assessment	**$7,749**
Equivalent Unit	**0.88**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
9/30/2022	$0	$368	$0	$0	($368)	$0
9/30/2023	$0	$368	$18	$39	($368)	$57
9/30/2024	$137	$368	$18	$39	$0	$562
9/30/2025	$146	$362	$19	$38	$0	$564
9/30/2026	$152	$355	$19	$37	$0	$563
9/30/2027	$158	$347	$19	$37	$0	$561
9/30/2028	$167	$340	$20	$36	$0	$562
9/30/2029	$175	$332	$20	$35	$0	$562
9/30/2030	$181	$324	$21	$34	$0	$560
9/30/2031	$190	$315	$21	$33	$0	$559
9/30/2032	$202	$306	$21	$32	$0	$561
9/30/2033	$211	$296	$22	$31	$0	$560
9/30/2034	$219	$286	$22	$30	$0	$558
9/30/2035	$231	$276	$23	$29	$0	$559
9/30/2036	$240	$265	$23	$28	$0	$556
9/30/2037	$251	$254	$24	$27	$0	$555
9/30/2038	$263	$242	$24	$25	$0	$554
9/30/2039	$278	$229	$25	$24	$0	$556
9/30/2040	$289	$216	$25	$23	$0	$553
9/30/2041	$304	$202	$26	$21	$0	$553
9/30/2042	$319	$188	$26	$20	$0	$552
9/30/2043	$333	$173	$27	$18	$0	$551
9/30/2044	$348	$157	$27	$17	$0	$548
9/30/2045	$365	$140	$28	$15	$0	$548
9/30/2046	$383	$123	$28	$13	$0	$547
9/30/2047	$401	$105	$29	$11	$0	$545
9/30/2048	$421	$86	$29	$9	$0	$545
9/30/2049	$439	$66	$30	$7	$0	$541
9/30/2050	$459	$45	$31	$5	$0	$539
9/30/2051	$485	$23	$31	$2	$0	$542
Total	**$7,749**	**$7,155**	**$694**	**$714**	**($736)**	**$15,576**

1 - The 9/30/XX dates represent the fiscal year end for the Bonds.
2 - The interest is calculated assuming a 4.75% interest rate on the Initial Major Improvement Area Bonds.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

Appendix G-4
Major Improvement Area - Initial Major Improvements Assessment Roll by Lot Type

Lot Type	**Lot Type 3 (50 Ft)**
Assessment	**$6,692**
Equivalent Unit	**0.76**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
9/30/2022	$0	$318	$0	$0	($318)	$0
9/30/2023	$0	$318	$15	$33	($318)	$49
9/30/2024	$119	$318	$16	$33	$0	$486
9/30/2025	$126	$312	$16	$33	$0	$487
9/30/2026	$131	$306	$16	$32	$0	$486
9/30/2027	$136	$300	$17	$32	$0	$485
9/30/2028	$144	$294	$17	$31	$0	$485
9/30/2029	$152	$287	$17	$30	$0	$486
9/30/2030	$157	$279	$18	$29	$0	$483
9/30/2031	$164	$272	$18	$29	$0	$483
9/30/2032	$174	$264	$18	$28	$0	$485
9/30/2033	$182	$256	$19	$27	$0	$484
9/30/2034	$189	$247	$19	$26	$0	$482
9/30/2035	$199	$238	$20	$25	$0	$483
9/30/2036	$207	$229	$20	$24	$0	$480
9/30/2037	$217	$219	$20	$23	$0	$480
9/30/2038	$227	$209	$21	$22	$0	$479
9/30/2039	$240	$198	$21	$21	$0	$480
9/30/2040	$250	$187	$22	$20	$0	$478
9/30/2041	$263	$175	$22	$18	$0	$478
9/30/2042	$275	$162	$23	$17	$0	$477
9/30/2043	$288	$149	$23	$16	$0	$476
9/30/2044	$301	$135	$23	$14	$0	$474
9/30/2045	$316	$121	$24	$13	$0	$473
9/30/2046	$331	$106	$24	$11	$0	$473
9/30/2047	$346	$90	$25	$10	$0	$471
9/30/2048	$364	$74	$25	$8	$0	$471
9/30/2049	$379	$57	$26	$6	$0	$467
9/30/2050	$396	$39	$26	$4	$0	$466
9/30/2051	$419	$20	$27	$2	$0	$468
Total	**$6,692**	**$6,179**	**$600**	**$617**	**($636)**	**$13,452**

1 - The 9/30/XX dates represent the fiscal year end for the Bonds.
2 - The interest is calculated assuming a 4.75% interest rate on the Initial Major Improvement Area Bonds.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

Appendix G-5
Major Improvement Area - Initial Major Improvements Assessment Roll by Lot Type

Lot Type	**Lot Type 4 (40 Ft)**
Assessment	**$5,988**
Equivalent Unit	**0.68**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
9/30/2022	$0	$284	$0	$0	($284)	$0
9/30/2023	$0	$284	$14	$30	($284)	$44
9/30/2024	$106	$284	$14	$30	$0	$435
9/30/2025	$113	$279	$14	$29	$0	$436
9/30/2026	$117	$274	$15	$29	$0	$435
9/30/2027	$122	$268	$15	$28	$0	$434
9/30/2028	$129	$263	$15	$28	$0	$434
9/30/2029	$136	$257	$16	$27	$0	$435
9/30/2030	$140	$250	$16	$26	$0	$432
9/30/2031	$147	$243	$16	$26	$0	$432
9/30/2032	$156	$236	$17	$25	$0	$434
9/30/2033	$163	$229	$17	$24	$0	$433
9/30/2034	$169	$221	$17	$23	$0	$431
9/30/2035	$178	$213	$18	$22	$0	$432
9/30/2036	$185	$205	$18	$22	$0	$429
9/30/2037	$194	$196	$18	$21	$0	$429
9/30/2038	$203	$187	$19	$20	$0	$428
9/30/2039	$215	$177	$19	$19	$0	$429
9/30/2040	$224	$167	$19	$18	$0	$428
9/30/2041	$235	$156	$20	$16	$0	$427
9/30/2042	$246	$145	$20	$15	$0	$427
9/30/2043	$258	$133	$21	$14	$0	$426
9/30/2044	$269	$121	$21	$13	$0	$424
9/30/2045	$282	$108	$21	$11	$0	$424
9/30/2046	$296	$95	$22	$10	$0	$423
9/30/2047	$310	$81	$22	$9	$0	$421
9/30/2048	$325	$66	$23	$7	$0	$421
9/30/2049	$339	$51	$23	$5	$0	$418
9/30/2050	$355	$35	$24	$4	$0	$417
9/30/2051	$375	$18	$24	$2	$0	$419
Total	**$5,988**	**$5,529**	**$536**	**$552**	**($569)**	**$12,036**

1 - The 9/30/XX dates represent the fiscal year end for the Bonds.
2 - The interest is calculated assuming a 4.75% interest rate on the Initial Major Improvement Area Bonds.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

APPENDIX H
MAJOR IMPROVEMENT AREA ASSESSMENT ROLL - ADDITIONAL MAJOR IMPROVEMENTS

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

Appendix H-1
Major Improvement Area Assessment Roll - Additional Major Improvements

Parcel	**All Parcels**
Assessment	**$12,780,092**
Equivalent Units	**1,504.80**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Total Annual Installment
9/30/2022	$0	$0	$0	$0
9/30/2023	$226,000	$575,104	$15,000	$816,104
9/30/2024	$236,000	$564,934	$15,300	$816,234
9/30/2025	$247,000	$554,314	$15,606	$816,920
9/30/2026	$257,000	$543,199	$15,918	$816,117
9/30/2027	$269,000	$531,634	$16,236	$816,871
9/30/2028	$281,000	$519,529	$16,561	$817,090
9/30/2029	$293,000	$506,884	$16,892	$816,777
9/30/2030	$306,000	$493,699	$17,230	$816,929
9/30/2031	$319,000	$479,929	$17,575	$816,504
9/30/2032	$333,000	$465,574	$17,926	$816,501
9/30/2033	$348,000	$450,589	$18,285	$816,874
9/30/2034	$363,000	$434,929	$18,651	$816,580
9/30/2035	$379,000	$418,594	$19,024	$816,618
9/30/2036	$396,000	$401,539	$19,404	$816,943
9/30/2037	$413,000	$383,719	$19,792	$816,511
9/30/2038	$432,000	$365,134	$20,188	$817,322
9/30/2039	$451,000	$345,694	$20,592	$817,286
9/30/2040	$470,000	$325,399	$21,004	$816,403
9/30/2041	$491,000	$304,249	$21,424	$816,673
9/30/2042	$513,000	$282,154	$21,852	$817,006
9/30/2043	$535,000	$259,069	$22,289	$816,358
9/30/2044	$559,000	$234,994	$22,735	$816,729
9/30/2045	$583,000	$209,839	$23,190	$816,029
9/30/2046	$609,000	$183,604	$23,653	$816,258
9/30/2047	$636,000	$156,199	$24,127	$816,326
9/30/2048	$664,000	$127,579	$24,609	$816,188
9/30/2049	$693,000	$97,699	$25,101	$815,800
9/30/2050	$723,000	$66,514	$25,603	$815,117
9/30/2051	$755,092	$33,979	$26,115	$815,186
Total	**$12,780,092**	**$10,316,280**	**$581,884**	**$23,678,255**

1 - The 9/30/XX dates represent the fiscal year end.
2 - The interest is calculated assuming a 4.50% interest rate on the obligation related to the Major Improvement Area's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

Appendix H-2
Major Improvement Area - Additional Major Improvements Assessment Roll by Lot Type

Lot Type	**Lot Type 1 (74 Ft)**
Assessment	**$8,493**
Equivalent Unit	**1.00**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Total Annual Installment
9/30/2022	$0	$0	$0	$0
9/30/2023	$150	$382	$10	$542
9/30/2024	$157	$375	$10	$542
9/30/2025	$164	$368	$10	$543
9/30/2026	$171	$361	$11	$542
9/30/2027	$179	$353	$11	$543
9/30/2028	$187	$345	$11	$543
9/30/2029	$195	$337	$11	$543
9/30/2030	$203	$328	$11	$543
9/30/2031	$212	$319	$12	$543
9/30/2032	$221	$309	$12	$543
9/30/2033	$231	$299	$12	$543
9/30/2034	$241	$289	$12	$543
9/30/2035	$252	$278	$13	$543
9/30/2036	$263	$267	$13	$543
9/30/2037	$274	$255	$13	$543
9/30/2038	$287	$243	$13	$543
9/30/2039	$300	$230	$14	$543
9/30/2040	$312	$216	$14	$543
9/30/2041	$326	$202	$14	$543
9/30/2042	$341	$188	$15	$543
9/30/2043	$356	$172	$15	$543
9/30/2044	$371	$156	$15	$543
9/30/2045	$387	$139	$15	$542
9/30/2046	$405	$122	$16	$542
9/30/2047	$423	$104	$16	$542
9/30/2048	$441	$85	$16	$542
9/30/2049	$461	$65	$17	$542
9/30/2050	$480	$44	$17	$542
9/30/2051	$502	$23	$17	$542
Total	**$8,493**	**$6,856**	**$387**	**$15,735**

1 - The 9/30/XX dates represent the fiscal year end.
2 - The interest is calculated assuming a 4.50% interest rate on the obligation related to the Major Improvement Area's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

Appendix H-3
Major Improvement Area - Additional Major Improvements Assessment Roll by Lot Type

Lot Type	**Lot Type 2 (60 Ft)**
Assessment	**$7,474**
Equivalent Unit	**0.88**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Total Annual Installment
9/30/2022	$0	$0	$0	$0
9/30/2023	$132	$336	$9	$477
9/30/2024	$138	$330	$9	$477
9/30/2025	$144	$324	$9	$478
9/30/2026	$150	$318	$9	$477
9/30/2027	$157	$311	$9	$478
9/30/2028	$164	$304	$10	$478
9/30/2029	$171	$296	$10	$478
9/30/2030	$179	$289	$10	$478
9/30/2031	$187	$281	$10	$477
9/30/2032	$195	$272	$10	$477
9/30/2033	$204	$264	$11	$478
9/30/2034	$212	$254	$11	$478
9/30/2035	$222	$245	$11	$478
9/30/2036	$232	$235	$11	$478
9/30/2037	$242	$224	$12	$477
9/30/2038	$253	$214	$12	$478
9/30/2039	$264	$202	$12	$478
9/30/2040	$275	$190	$12	$477
9/30/2041	$287	$178	$13	$478
9/30/2042	$300	$165	$13	$478
9/30/2043	$313	$152	$13	$477
9/30/2044	$327	$137	$13	$478
9/30/2045	$341	$123	$14	$477
9/30/2046	$356	$107	$14	$477
9/30/2047	$372	$91	$14	$477
9/30/2048	$388	$75	$14	$477
9/30/2049	$405	$57	$15	$477
9/30/2050	$423	$39	$15	$477
9/30/2051	$442	$20	$15	$477
Total	**$7,474**	**$6,033**	**$340**	**$13,847**

1 - The 9/30/XX dates represent the fiscal year end.
2 - The interest is calculated assuming a 4.50% interest rate on the obligation related to the Major Improvement Area's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

Appendix H-4
Major Improvement Area - Additional Major Improvements Assessment Roll by Lot Type

Lot Type	**Lot Type 3 (50 Ft)**
Assessment	**$6,455**
Equivalent Unit	**0.76**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Total Annual Installment
9/30/2022	$0	$0	$0	$0
9/30/2023	$114	$290	$8	$412
9/30/2024	$119	$285	$8	$412
9/30/2025	$125	$280	$8	$413
9/30/2026	$130	$274	$8	$412
9/30/2027	$136	$269	$8	$413
9/30/2028	$142	$262	$8	$413
9/30/2029	$148	$256	$9	$413
9/30/2030	$155	$249	$9	$413
9/30/2031	$161	$242	$9	$412
9/30/2032	$168	$235	$9	$412
9/30/2033	$176	$228	$9	$413
9/30/2034	$183	$220	$9	$412
9/30/2035	$191	$211	$10	$412
9/30/2036	$200	$203	$10	$413
9/30/2037	$209	$194	$10	$412
9/30/2038	$218	$184	$10	$413
9/30/2039	$228	$175	$10	$413
9/30/2040	$237	$164	$11	$412
9/30/2041	$248	$154	$11	$412
9/30/2042	$259	$143	$11	$413
9/30/2043	$270	$131	$11	$412
9/30/2044	$282	$119	$11	$412
9/30/2045	$294	$106	$12	$412
9/30/2046	$308	$93	$12	$412
9/30/2047	$321	$79	$12	$412
9/30/2048	$335	$64	$12	$412
9/30/2049	$350	$49	$13	$412
9/30/2050	$365	$34	$13	$412
9/30/2051	$381	$17	$13	$412
Total	**$6,455**	**$5,210**	**$294**	**$11,959**

1 - The 9/30/XX dates represent the fiscal year end.
2 - The interest is calculated assuming a 4.50% interest rate on the obligation related to the Major Improvement Area's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

Appendix H-5
Major Improvement Area - Additional Major Improvements Assessment Roll by Lot Type

Lot Type	**Lot Type 4 (40 Ft)**
Assessment	**$5,775**
Equivalent Unit	**0.68**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Total Annual Installment
9/30/2022	$0	$0	$0	$0
9/30/2023	$102	$260	$7	$369
9/30/2024	$107	$255	$7	$369
9/30/2025	$112	$250	$7	$369
9/30/2026	$116	$245	$7	$369
9/30/2027	$122	$240	$7	$369
9/30/2028	$127	$235	$7	$369
9/30/2029	$132	$229	$8	$369
9/30/2030	$138	$223	$8	$369
9/30/2031	$144	$217	$8	$369
9/30/2032	$150	$210	$8	$369
9/30/2033	$157	$204	$8	$369
9/30/2034	$164	$197	$8	$369
9/30/2035	$171	$189	$9	$369
9/30/2036	$179	$181	$9	$369
9/30/2037	$187	$173	$9	$369
9/30/2038	$195	$165	$9	$369
9/30/2039	$204	$156	$9	$369
9/30/2040	$212	$147	$9	$369
9/30/2041	$222	$137	$10	$369
9/30/2042	$232	$128	$10	$369
9/30/2043	$242	$117	$10	$369
9/30/2044	$253	$106	$10	$369
9/30/2045	$263	$95	$10	$369
9/30/2046	$275	$83	$11	$369
9/30/2047	$287	$71	$11	$369
9/30/2048	$300	$58	$11	$369
9/30/2049	$313	$44	$11	$369
9/30/2050	$327	$30	$12	$368
9/30/2051	$341	$15	$12	$368
Total	**$5,775**	**$4,662**	**$263**	**$10,700**

1 - The 9/30/XX dates represent the fiscal year end.
2 - The interest is calculated assuming a 4.50% interest rate on the obligation related to the Major Improvement Area's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

APPENDIX I
PHASE #1 ASSESSMENT ROLL - PHASE #1 IMPROVEMENTS AND INITIAL MAJOR IMPROVEMENTS

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

Appendix I-1
Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements

Parcel	**All Parcels**
Equivalent Units	**$12,231,659**
Assessment	**274.00**

Year[1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
9/30/2022	$249,044	$0	$0	$0	($249,044)	$0
9/30/2023	$350,218	$203,320	$30,600	$36,865	($350,218)	$270,785
9/30/2024	$478,218	$316,640	$31,212	$36,865	$0	$862,934
9/30/2025	$479,138	$317,525	$31,836	$36,225	$0	$864,723
9/30/2026	$478,725	$319,410	$32,473	$35,550	$0	$866,158
9/30/2027	$479,028	$321,205	$33,122	$34,845	$0	$868,200
9/30/2028	$478,998	$323,000	$33,785	$34,105	$0	$869,887
9/30/2029	$479,635	$324,727	$34,461	$33,330	$0	$872,153
9/30/2030	$479,893	$326,455	$35,150	$32,515	$0	$874,012
9/30/2031	$479,770	$329,092	$35,853	$31,660	$0	$876,375
9/30/2032	$480,268	$331,730	$36,570	$30,765	$0	$879,332
9/30/2033	$480,338	$334,277	$37,301	$29,825	$0	$881,741
9/30/2034	$479,980	$336,825	$38,047	$28,840	$0	$883,692
9/30/2035	$480,195	$339,282	$38,808	$27,810	$0	$886,095
9/30/2036	$480,935	$342,740	$39,584	$26,730	$0	$889,989
9/30/2037	$481,153	$346,107	$40,376	$25,595	$0	$893,231
9/30/2038	$481,848	$349,475	$41,184	$24,405	$0	$896,911
9/30/2039	$481,973	$353,752	$42,007	$23,155	$0	$900,887
9/30/2040	$482,528	$358,030	$42,847	$21,845	$0	$905,250
9/30/2041	$483,465	$362,195	$43,704	$20,470	$0	$909,834
9/30/2042	$483,738	$366,360	$44,578	$19,025	$0	$913,701
9/30/2043	$484,345	$371,412	$45,470	$17,510	$0	$918,737
9/30/2044	$485,240	$376,465	$46,379	$15,920	$0	$924,004
9/30/2045	$485,375	$381,405	$47,307	$14,250	$0	$928,337
9/30/2046	$486,750	$387,345	$48,253	$12,500	$0	$934,848
9/30/2047	$487,270	$393,172	$49,218	$10,660	$0	$940,320
9/30/2048	$487,935	$400,000	$50,203	$8,730	$0	$946,867
9/30/2049	$488,698	$406,715	$51,207	$6,705	$0	$953,324
9/30/2050	$490,510	$413,430	$52,231	$4,580	$0	$960,750
9/30/2051	$491,278	$421,669	$53,275	$2,345	$0	$968,567
Total	**$14,116,482**	**$10,153,755**	**$1,187,042**	**$683,625**	**($599,262)**	**$25,541,642**

1 - The 9/30/XX dates represent the fiscal year end for the Bonds.
2 - The interest is calculated assuming a 4.75% interest rate on the Phase #1 Bonds.
3 - The interest is calculated assuming a 4.50% interest rate on the obligation related to the Phase #1 under the Reimbursement Agreement.
4 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

Appendix I-2
Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements by Lot Type

Lot Type	**Lot Type 2 (60 Ft)**
Assessment	**$39,284**
Equivalent Unit	**0.88**

Year[1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
9/30/2022	$800	$0	$0	$0	($800)	$0
9/30/2023	$1,125	$653	$98	$118	($1,125)	$870
9/30/2024	$1,536	$1,017	$100	$118	$0	$2,771
9/30/2025	$1,539	$1,020	$102	$116	$0	$2,777
9/30/2026	$1,538	$1,026	$104	$114	$0	$2,782
9/30/2027	$1,538	$1,032	$106	$112	$0	$2,788
9/30/2028	$1,538	$1,037	$109	$110	$0	$2,794
9/30/2029	$1,540	$1,043	$111	$107	$0	$2,801
9/30/2030	$1,541	$1,048	$113	$104	$0	$2,807
9/30/2031	$1,541	$1,057	$115	$102	$0	$2,815
9/30/2032	$1,542	$1,065	$117	$99	$0	$2,824
9/30/2033	$1,543	$1,074	$120	$96	$0	$2,832
9/30/2034	$1,542	$1,082	$122	$93	$0	$2,838
9/30/2035	$1,542	$1,090	$125	$89	$0	$2,846
9/30/2036	$1,545	$1,101	$127	$86	$0	$2,858
9/30/2037	$1,545	$1,112	$130	$82	$0	$2,869
9/30/2038	$1,548	$1,122	$132	$78	$0	$2,881
9/30/2039	$1,548	$1,136	$135	$74	$0	$2,893
9/30/2040	$1,550	$1,150	$138	$70	$0	$2,907
9/30/2041	$1,553	$1,163	$140	$66	$0	$2,922
9/30/2042	$1,554	$1,177	$143	$61	$0	$2,935
9/30/2043	$1,556	$1,193	$146	$56	$0	$2,951
9/30/2044	$1,558	$1,209	$149	$51	$0	$2,968
9/30/2045	$1,559	$1,225	$152	$46	$0	$2,982
9/30/2046	$1,563	$1,244	$155	$40	$0	$3,002
9/30/2047	$1,565	$1,263	$158	$34	$0	$3,020
9/30/2048	$1,567	$1,285	$161	$28	$0	$3,041
9/30/2049	$1,570	$1,306	$164	$22	$0	$3,062
9/30/2050	$1,575	$1,328	$168	$15	$0	$3,086
9/30/2051	$1,578	$1,354	$171	$8	$0	$3,111
Total	**$45,338**	**$32,611**	**$3,812**	**$2,196**	**($1,925)**	**$82,032**

1 - The 9/30/XX dates represent the fiscal year end for the Bonds.
2 - The interest is calculated assuming a 4.75% interest rate on the Phase #1 Bonds.
3 - The interest is calculated assuming a 4.50% interest rate on the obligation related to the Phase #1 under the Reimbursement Agreement.
4 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

Appendix I-3
Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements by Lot Type

Lot Type	**Lot Type 3 (50 Ft)**
Assessment	**$33,927**
Equivalent Unit	**0.76**

Year[1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
9/30/2022	$691	$0	$0	$0	($691)	$0
9/30/2023	$971	$564	$85	$102	($971)	$751
9/30/2024	$1,326	$878	$87	$102	$0	$2,394
9/30/2025	$1,329	$881	$88	$100	$0	$2,399
9/30/2026	$1,328	$886	$90	$99	$0	$2,402
9/30/2027	$1,329	$891	$92	$97	$0	$2,408
9/30/2028	$1,329	$896	$94	$95	$0	$2,413
9/30/2029	$1,330	$901	$96	$92	$0	$2,419
9/30/2030	$1,331	$905	$97	$90	$0	$2,424
9/30/2031	$1,331	$913	$99	$88	$0	$2,431
9/30/2032	$1,332	$920	$101	$85	$0	$2,439
9/30/2033	$1,332	$927	$103	$83	$0	$2,446
9/30/2034	$1,331	$934	$106	$80	$0	$2,451
9/30/2035	$1,332	$941	$108	$77	$0	$2,458
9/30/2036	$1,334	$951	$110	$74	$0	$2,469
9/30/2037	$1,335	$960	$112	$71	$0	$2,478
9/30/2038	$1,337	$969	$114	$68	$0	$2,488
9/30/2039	$1,337	$981	$117	$64	$0	$2,499
9/30/2040	$1,338	$993	$119	$61	$0	$2,511
9/30/2041	$1,341	$1,005	$121	$57	$0	$2,524
9/30/2042	$1,342	$1,016	$124	$53	$0	$2,534
9/30/2043	$1,343	$1,030	$126	$49	$0	$2,548
9/30/2044	$1,346	$1,044	$129	$44	$0	$2,563
9/30/2045	$1,346	$1,058	$131	$40	$0	$2,575
9/30/2046	$1,350	$1,074	$134	$35	$0	$2,593
9/30/2047	$1,352	$1,091	$137	$30	$0	$2,608
9/30/2048	$1,353	$1,109	$139	$24	$0	$2,626
9/30/2049	$1,356	$1,128	$142	$19	$0	$2,644
9/30/2050	$1,361	$1,147	$145	$13	$0	$2,665
9/30/2051	$1,363	$1,170	$148	$7	$0	$2,687
Total	**$39,155**	**$28,164**	**$3,293**	**$1,896**	**($1,662)**	**$70,845**

1 - The 9/30/XX dates represent the fiscal year end for the Bonds.
2 - The interest is calculated assuming a 4.75% interest rate on the Phase #1 Bonds.
3 - The interest is calculated assuming a 4.50% interest rate on the obligation related to the Phase #1 under the Reimbursement Agreement.
4 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

Appendix I-4
Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements by Lot Type

Lot Type	**Lot Type 4 (40 Ft)**
Assessment	**$30,356**
Equivalent Unit	**0.68**

Year[1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
9/30/2022	$618	$0	$0	$0	($618)	$0
9/30/2023	$869	$505	$76	$91	($869)	$672
9/30/2024	$1,187	$786	$77	$91	$0	$2,142
9/30/2025	$1,189	$788	$79	$90	$0	$2,146
9/30/2026	$1,188	$793	$81	$88	$0	$2,150
9/30/2027	$1,189	$797	$82	$86	$0	$2,155
9/30/2028	$1,189	$802	$84	$85	$0	$2,159
9/30/2029	$1,190	$806	$86	$83	$0	$2,164
9/30/2030	$1,191	$810	$87	$81	$0	$2,169
9/30/2031	$1,191	$817	$89	$79	$0	$2,175
9/30/2032	$1,192	$823	$91	$76	$0	$2,182
9/30/2033	$1,192	$830	$93	$74	$0	$2,188
9/30/2034	$1,191	$836	$94	$72	$0	$2,193
9/30/2035	$1,192	$842	$96	$69	$0	$2,199
9/30/2036	$1,194	$851	$98	$66	$0	$2,209
9/30/2037	$1,194	$859	$100	$64	$0	$2,217
9/30/2038	$1,196	$867	$102	$61	$0	$2,226
9/30/2039	$1,196	$878	$104	$57	$0	$2,236
9/30/2040	$1,198	$889	$106	$54	$0	$2,247
9/30/2041	$1,200	$899	$108	$51	$0	$2,258
9/30/2042	$1,201	$909	$111	$47	$0	$2,268
9/30/2043	$1,202	$922	$113	$43	$0	$2,280
9/30/2044	$1,204	$934	$115	$40	$0	$2,293
9/30/2045	$1,205	$947	$117	$35	$0	$2,304
9/30/2046	$1,208	$961	$120	$31	$0	$2,320
9/30/2047	$1,209	$976	$122	$26	$0	$2,334
9/30/2048	$1,211	$993	$125	$22	$0	$2,350
9/30/2049	$1,213	$1,009	$127	$17	$0	$2,366
9/30/2050	$1,217	$1,026	$130	$11	$0	$2,384
9/30/2051	$1,219	$1,046	$132	$6	$0	$2,404
Total	**$35,034**	**$25,199**	**$2,946**	**$1,697**	**($1,487)**	**$63,388**

1 - The 9/30/XX dates represent the fiscal year end for the Bonds.
2 - The interest is calculated assuming a 4.75% interest rate on the Phase #1 Bonds.
3 - The interest is calculated assuming a 4.50% interest rate on the obligation related to the Phase #1 under the Reimbursement Agreement.
4 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

APPENDIX J
PHASE #1 ASSESSMENT ROLL - ADDITIONAL MAJOR IMPROVEMENTS

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

Appendix J-1
Phase #1 Assessment Roll - Additional Major Improvements

Parcel	**All Parcels**
Assessment	**$2,327,050**
Equivalent Units	**274.00**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Total Annual Installment
9/30/2022	$0	$0	$0	$0
9/30/2023	$45,000	$104,717	$15,000	$164,717
9/30/2024	$47,000	$102,692	$15,300	$164,992
9/30/2025	$49,000	$100,577	$15,606	$165,183
9/30/2026	$50,000	$98,372	$15,918	$164,290
9/30/2027	$52,000	$96,122	$16,236	$164,359
9/30/2028	$54,000	$93,782	$16,561	$164,343
9/30/2029	$56,000	$91,352	$16,892	$164,245
9/30/2030	$58,000	$88,832	$17,230	$164,063
9/30/2031	$60,000	$86,222	$17,575	$163,797
9/30/2032	$63,000	$83,522	$17,926	$164,449
9/30/2033	$65,000	$80,687	$18,285	$163,972
9/30/2034	$68,000	$77,762	$18,651	$164,413
9/30/2035	$70,000	$74,702	$19,024	$163,726
9/30/2036	$73,000	$71,552	$19,404	$163,956
9/30/2037	$76,000	$68,267	$19,792	$164,059
9/30/2038	$79,000	$64,847	$20,188	$164,035
9/30/2039	$82,000	$61,292	$20,592	$163,884
9/30/2040	$85,000	$57,602	$21,004	$163,606
9/30/2041	$88,000	$53,777	$21,424	$163,201
9/30/2042	$92,000	$49,817	$21,852	$163,669
9/30/2043	$96,000	$45,677	$22,289	$163,966
9/30/2044	$100,000	$41,357	$22,735	$164,092
9/30/2045	$104,000	$36,857	$23,190	$164,047
9/30/2046	$108,000	$32,177	$23,653	$163,831
9/30/2047	$112,000	$27,317	$24,127	$163,444
9/30/2048	$117,000	$22,277	$24,609	$163,886
9/30/2049	$122,000	$17,012	$25,101	$164,114
9/30/2050	$127,000	$11,522	$25,603	$164,126
9/30/2051	$129,050	$5,807	$26,115	$160,973
Total	**$2,327,050**	**$1,846,506**	**$581,884**	**$4,755,439**

1 - The 9/30/XX dates represent the fiscal year end.
2 - The interest is calculated assuming a 4.50% interest rate on the obligation related to Phase #1s pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

Appendix J-2
Phase #1 Assessment Roll - Additional Major Improvements by Lot Type

Lot Type	**Lot Type 2 (60 Ft)**
Assessment	**$7,474**
Equivalent Unit	**0.88**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Total Annual Installment
9/30/2022	$0	$0	$0	$0
9/30/2023	$145	$336	$48	$529
9/30/2024	$151	$330	$49	$530
9/30/2025	$157	$323	$50	$531
9/30/2026	$161	$316	$51	$528
9/30/2027	$167	$309	$52	$528
9/30/2028	$173	$301	$53	$528
9/30/2029	$180	$293	$54	$528
9/30/2030	$186	$285	$55	$527
9/30/2031	$193	$277	$56	$526
9/30/2032	$202	$268	$58	$528
9/30/2033	$209	$259	$59	$527
9/30/2034	$218	$250	$60	$528
9/30/2035	$225	$240	$61	$526
9/30/2036	$234	$230	$62	$527
9/30/2037	$244	$219	$64	$527
9/30/2038	$254	$208	$65	$527
9/30/2039	$263	$197	$66	$526
9/30/2040	$273	$185	$67	$525
9/30/2041	$283	$173	$69	$524
9/30/2042	$295	$160	$70	$526
9/30/2043	$308	$147	$72	$527
9/30/2044	$321	$133	$73	$527
9/30/2045	$334	$118	$74	$527
9/30/2046	$347	$103	$76	$526
9/30/2047	$360	$88	$77	$525
9/30/2048	$376	$72	$79	$526
9/30/2049	$392	$55	$81	$527
9/30/2050	$408	$37	$82	$527
9/30/2051	$414	$19	$84	$517
Total	**$7,474**	**$5,930**	**$1,869**	**$15,273**

1 - The 9/30/XX dates represent the fiscal year end.
2 - The interest is calculated assuming a 4.50% interest rate on the obligation related to Phase #1s pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

Appendix J-3
Phase #1 Assessment Roll - Additional Major Improvements by Lot Type

Lot Type	**Lot Type 3 (50 Ft)**
Assessment	**$6,455**
Equivalent Unit	**0.76**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Total Annual Installment
9/30/2022	$0	$0	$0	$0
9/30/2023	$125	$290	$42	$457
9/30/2024	$130	$285	$42	$458
9/30/2025	$136	$279	$43	$458
9/30/2026	$139	$273	$44	$456
9/30/2027	$144	$267	$45	$456
9/30/2028	$150	$260	$46	$456
9/30/2029	$155	$253	$47	$456
9/30/2030	$161	$246	$48	$455
9/30/2031	$166	$239	$49	$454
9/30/2032	$175	$232	$50	$456
9/30/2033	$180	$224	$51	$455
9/30/2034	$189	$216	$52	$456
9/30/2035	$194	$207	$53	$454
9/30/2036	$202	$198	$54	$455
9/30/2037	$211	$189	$55	$455
9/30/2038	$219	$180	$56	$455
9/30/2039	$227	$170	$57	$455
9/30/2040	$236	$160	$58	$454
9/30/2041	$244	$149	$59	$453
9/30/2042	$255	$138	$61	$454
9/30/2043	$266	$127	$62	$455
9/30/2044	$277	$115	$63	$455
9/30/2045	$288	$102	$64	$455
9/30/2046	$300	$89	$66	$454
9/30/2047	$311	$76	$67	$453
9/30/2048	$325	$62	$68	$455
9/30/2049	$338	$47	$70	$455
9/30/2050	$352	$32	$71	$455
9/30/2051	$358	$16	$72	$446
Total	**$6,455**	**$5,122**	**$1,614**	**$13,190**

1 - The 9/30/XX dates represent the fiscal year end.
2 - The interest is calculated assuming a 4.50% interest rate on the obligation related to Phase #1s pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

Appendix J-4
Phase #1 Assessment Roll - Additional Major Improvements by Lot Type

Lot Type	**Lot Type 4 (40 Ft)**
Assessment	**$5,775**
Equivalent Unit	**0.68**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Total Annual Installment
9/30/2022	$0	$0	$0	$0
9/30/2023	$112	$260	$37	$409
9/30/2024	$117	$255	$38	$409
9/30/2025	$122	$250	$39	$410
9/30/2026	$124	$244	$40	$408
9/30/2027	$129	$239	$40	$408
9/30/2028	$134	$233	$41	$408
9/30/2029	$139	$227	$42	$408
9/30/2030	$144	$220	$43	$407
9/30/2031	$149	$214	$44	$407
9/30/2032	$156	$207	$44	$408
9/30/2033	$161	$200	$45	$407
9/30/2034	$169	$193	$46	$408
9/30/2035	$174	$185	$47	$406
9/30/2036	$181	$178	$48	$407
9/30/2037	$189	$169	$49	$407
9/30/2038	$196	$161	$50	$407
9/30/2039	$204	$152	$51	$407
9/30/2040	$211	$143	$52	$406
9/30/2041	$218	$133	$53	$405
9/30/2042	$228	$124	$54	$406
9/30/2043	$238	$113	$55	$407
9/30/2044	$248	$103	$56	$407
9/30/2045	$258	$91	$58	$407
9/30/2046	$268	$80	$59	$407
9/30/2047	$278	$68	$60	$406
9/30/2048	$290	$55	$61	$407
9/30/2049	$303	$42	$62	$407
9/30/2050	$315	$29	$64	$407
9/30/2051	$320	$14	$65	$399
Total	**$5,775**	**$4,583**	**$1,444**	**$11,802**

1 - The 9/30/XX dates represent the fiscal year end.
2 - The interest is calculated assuming a 4.50% interest rate on the obligation related to Phase #1s pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Initial MI SAP – Levy Ordinance)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Bella Lopez, Senior Planner
CC: Jason Laumer, City Manager
Date: November 9, 2021
Re: Parks at Wilson Creek PID MIA Additional MI SAP - Levy Ordinance

---

Action Requested:
Conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final The Parks at Wilson Creek Public Improvement District Service and Assessment Plan, including the Major Improvement Area Assessment Roll – Additional Major Improvements; making a finding of special benefit to property within the Major Improvement Area of The Parks at Wilson Creek Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against the Major Improvement Area assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance) (Lopez)

Background Information:
Please refer to the attached ordinance and the associated SAP Levy item for further information.

Legal Review:
This item has been reviewed by the City Attorney.

Supporting Documents:
- Draft Ordinance

Staff Recommendation:
Staff recommends approval.

ORDINANCE NO. _____

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 – ADDITIONAL MAJOR IMPROVEMENTS FOR THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN THE MAJOR IMPROVEMENT AREA OF THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN THE MAJOR IMPROVEMENT AREA OF THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a petition was submitted and filed with the City Secretary (the "City Secretary") of the City of Celina, Texas (the "City") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"), requesting the creation of a public improvement district located within the corporate limits of the City; and

WHEREAS, the petition contained the signature of the owner of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Collin Central Appraisal District, and the signature of the record owner of 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 August 10, 2021, 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. 2021-58R (the "Authorization Resolution") adopted by a majority of the members of the City Council, authorized and created The Parks at Wilson Creek 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 12, 2021, the City Council adopted a resolution approving a preliminary service and assessment plan, including a proposed "Major Improvement Area Assessment Roll – Additional Major Improvements" (as defined in the Service and Assessment

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

Plan); calling for a public hearing to consider an ordinance levying assessments on property within the Major Improvement Area of the District (the "Assessments"); authorizing and directing the City Secretary of the City to file the proposed Major Improvement Area Assessment Roll – Additional Major Improvements and make such assessment roll available for public inspection; authorizing and directing the publication of notice of a public hearing to consider the levying of the Assessments against the property within the 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 13, 2021, the City Secretary filed the proposed Major Improvement Area Assessment Roll – Additional Major Improvements 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 18, 2021 in the *Celina Record*, a newspaper of general circulation in the City; and

WHEREAS, the City Secretary, pursuant to Section 372.016(c) of the PID Act, mailed the notice of the Levy and Assessment Hearing to the last known addresses of the owners of the property liable for the Assessments; and

WHEREAS, the City Council opened and convened the Levy and Assessment Hearing on November 9, 2021, and at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Major Improvement Area Assessment Roll – Additional Major Improvements, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the Actual Costs of the portion of the Additional Major Improvements (as defined in the Service and Assessment Plan) allocated to the Major Improvement Area to be undertaken for the benefit of the Major Improvement Area Assessed Property (the "Major Improvement Area Additional Major Improvements"), the purposes of the Assessments, the special benefits of the Major Improvement Area Additional Major Improvements, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council finds and determines that the Major Improvement Area Assessment Roll – Additional Major Improvements and The Parks at Wilson Creek Public Improvement District Service and Assessment Plan, dated November 9, 2021, in a form substantially similar to the attached ***Exhibit A,*** (the "Service and Assessment Plan"), and which is incorporated herein for all purposes, should be approved and that the Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan and the Major Improvement Area Assessment Roll – Additional Major Improvements attached thereto as Appendix H; and

WHEREAS, the City Council further finds that there were no objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of the Actual Costs of the Major Improvement Area Additional Major Improvements (as

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

described in the Service and Assessment Plan), the Major Improvement Area Assessment Roll – Additional Major Improvements, or the levy of the Assessments against the Major Improvement Area Assessed Property; and

WHEREAS, the owners (the "Landowners"), or their representatives, of the majority of the privately-owned and taxable property located within the Major Improvement Area of the District, who are the persons to be assessed pursuant to this Ordinance, have indicated their approval and acceptance of the Service and Assessment Plan, approval of the Major Improvement Area Assessment Roll – Additional Major Improvements, approval of this Ordinance, and approval of the levy of the Assessments against their property located within the Major Improvement Area of the District; and

WHEREAS, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the PID Act.

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

Section 1. **Terms**.

Terms not otherwise defined herein are defined in the Service and Assessment Plan.

Section 2. Findings.

The findings and determinations set forth in the preambles hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section. The City Council hereby finds, determines, and ordains, as follows:

(a) The apportionment of the Actual Costs of the Major Improvement Area Additional Major Improvements (as reflected in the Service and Assessment Plan), and the Administrative Expenses (as defined in and as described by the Service and Assessment Plan) is fair and reasonable, reflects an accurate presentation of the special benefit each assessed parcel of the Major Improvement Area Assessed Property will receive from the construction of the Major Improvement Area Additional Major Improvements identified in the Service and Assessment Plan, and is hereby approved;

(b) The Service and Assessment Plan (i) covers a period of at least five years, (ii) defines the annual indebtedness and projected costs for the Major Improvement Area Additional Major Improvements, and (iii) includes a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended;

(c) The Service and Assessment Plan apportions the Actual Costs of the Major Improvement Area Additional Major Improvements to be assessed against the Major Improvement Area Assessed Property as Assessments and such apportionment is

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

made on the basis of special benefits accruing to the property because of the Major Improvement Area Additional Major Improvements;

(d) All of the Major Improvement Area Assessed Property of the District which is being assessed in the amounts shown in the Major Improvement Area Assessment Roll – Additional Major Improvements will be benefited by the Major Improvement Area Additional Major Improvements proposed to be constructed as described in the Service and Assessment Plan, and each parcel of Major Improvement Area Assessed Property will receive special benefits during the term of the Assessments equal to or greater than the total amount assessed;

(e) The method of apportionment of the Actual Costs of the Major Improvement Area Additional Major Improvements and Administrative Expenses set forth in the Service and Assessment Plan results in imposing equal shares of the Actual Costs of the Major Improvement Area Additional Major 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 – Additional Major Improvements should be approved as the Major Improvement Area Assessment Roll – Additional Major Improvements for the Major Improvement Area Assessed Property within the District;

(h) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Assessments, interest on Annual Installments, interest and penalties on delinquent Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of the Assessments should be approved and will expedite collection of the Assessments in a timely manner in order to provide the services and improvements needed and required for the Major Improvement Area of the District; and

(i) A written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered, and formally acted upon.

Section 3. Service and Assessment Plan.

The Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the PID Act as the service plan and the assessment plan for the District.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

Section 4. Major Improvement Area Assessment Roll – Additional Major Improvements.

The Major Improvement Area Assessment Roll – Additional Major Improvements is hereby accepted and approved pursuant to Section 372.016 of the PID Act as the Major Improvement Area Assessment Roll – Additional Major Improvements of the District.

Section 5. Levy and Payment of Assessments for Actual Costs of the Major Improvement Area Additional Major Improvements.

(a) The City Council hereby levies an assessment on each parcel of Major Improvement Area Assessed Property (excluding Non-Benefitted Property, as defined in the Service and Assessment Plan), as shown and described in the Service and Assessment Plan and the Major Improvement Area Assessment Roll – Additional Major Improvements, in the respective amounts shown on the Major Improvement Area Assessment Roll – Additional Major Improvements, as a special assessment on the properties set forth in the Major Improvement Area Assessment Roll – Additional Major Improvements.

(b) The levy of the Assessments shall be effective on the date of execution of this Ordinance levying the Assessments and strictly in accordance with the terms of the Service and Assessment Plan and the PID Act.

(c) The collection of the Assessments shall be as described in the Service and Assessment Plan and the PID Act.

(d) Each Assessment may be paid in a lump sum at any time or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.

(f) Each Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.

(g) The Administrative Expenses for the Major Improvement Area Assessed Property shall be calculated and collected pursuant to the terms of the Service and Assessment Plan.

Section 6. Method of Assessment.

The method of apportioning the Actual Costs of the Major Improvement Area Additional Major Improvements and Administrative Expenses are set forth in the Service and Assessment Plan.

Section 7. Penalties and Interest on Delinquent Assessments.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

Delinquent Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Service and Assessment Plan and as allowed by law.

Section 8. Prepayments of Assessments.

As provided in Section VI of the Service and Assessment Plan, the owner of any Major Improvement Area Assessed Property subject to an Assessment may prepay the Assessments levied by this Ordinance.

Section 9. Lien Priority.

The City Council and the Landowners intend for the obligations, covenants and burdens on the Landowners of each parcel of Major Improvement Area Assessed Property, including without limitation such Landowners' obligations related to payment of the Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Assessments and the Annual Installments thereof which are levied hereby shall be binding upon the Landowners, as the owners of each parcel of Major Improvement Area Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. The Assessments shall have lien priority as specified in the Service and Assessment Plan and the PID Act.

Section 10. Appointment of Administrator and Collector of Assessments.

(a) Appointment of Administrator.

MuniCap, Inc., is hereby appointed and designated to initially serve, or until otherwise determined by the City Council, as the Administrator of the Service and Assessment Plan and of the Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such service shall constitute an Administrative Expense.

(b) Appointment of Collector.

The Collin County Tax Assessor and Collector is hereby appointed and designated as the collector of the Assessments.

Section 11. Applicability of Tax Code.

To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of the Assessments by the City.

Section 12. Filing in Land Records.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

The City Secretary or the Assistant City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and the Major Improvement Area Assessment Roll – Additional Major Improvements, to be recorded in the real property records of Collin County, not later than the seventh day after the date the City Council adopts this Ordinance approving the Service and Assessment Plan. The City Secretary or the Assistant City Secretary is further directed to similarly file each Annual Service Plan Update (as defined in the Service and Assessment Plan) approved by the City Council not later than the seventh day after the date that the City Council approves each Annual Service Plan Update.

Section 13. Severability.

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity or any other portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 14. Effective Date.

This Ordinance shall take effect, and the levy of the Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage and execution hereof.

[Remainder of Page Intentionally Left Blank; Signatures to Follow]

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

PASSED AND ADOPTED, this the 9th day of November, 2021.

CITY OF CELINA, TEXAS

_____
Mayor

ATTEST:

_____
Assistant City Secretary

(City Seal)

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2021 by Sean Terry, Mayor of the City of Celina, Texas on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

EXHIBIT A

Service and Assessment Plan

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT

CELINA, TEXAS

SERVICE AND ASSESSMENT PLAN

November 9, 2021

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT

SERVICE AND ASSESSMENT PLAN

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APPENDIX J - Phase #1 Assessment Roll - Additional Major Improvements

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On August 10, 2021, the City Council of the City of Celina, Texas passed and approved Resolution No. 2021-58R (filed in the real property records of Collin County, Texas as Document No. 20210817001660740 on August 17, 2021) approving and authorizing the creation of The Parks at Wilson Creek Improvement District (the "PID") to finance the costs of certain public improvements for the benefit of property in the PID (the "Authorized Improvements"), all of which is located within the City of Celina.

The property in the PID is proposed to be developed in multiple phases, and the PID will finance public improvements as the property within the PID is developed. Assessments will be imposed on the property for the public improvements to be constructed.

Chapter 372 of the Texas Local Government Code, the "Public Improvement District Assessment Act" (as amended, the "PID Act"), governs the creation and operation of public improvement districts within the State of Texas. The Parks at Wilson Creek Public Improvement District Service and Assessment Plan (the "Service and Assessment Plan") has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan must: (1) cover a period of at least five years; (2) define the annual indebtedness and the projected costs for improvements, and (3) include a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The plan shall be reviewed and updated annually for the purpose of determining the annual budget for improvements." The service plan is described in Section IV of this Service and Assessment Plan.

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

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

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

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

B. Definitions

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

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

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

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

"Additional Interest Component" means the amount collected by application of the Additional Interest.

"Additional Interest Reserve" has the meaning set forth in Section V.G of this Service and Assessment Plan.

"Additional Major Improvements" mean the Authorized Improvements described in Section III.C that benefit all Assessed Property within the PID and that are constructed after the Initial Major Improvements. Although subject to change, current plans anticipate that the Additional Major Improvements will be constructed with the development of Phases #2 through #5.

"Administrative Expenses" mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation

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

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

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

"Annual Service Plan Update" has the meaning set forth in the second paragraph of Section IV of this Service and Assessment Plan.

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

"Assessment" means an assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act. An Assessment for a Parcel consists of the Annual Installments to be collected in all years including the portion of those Annual Installments collected to pay Administrative Expenses and interest on all Assessments.

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

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

"Assessment Roll" means, as applicable, the Major Improvement Area Assessment Roll - Initial Major Improvements, the Major Improvement Area Assessment Roll - Additional Major Improvements, the Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements, the Phase #1 Assessment Roll - Additional Major Improvements or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update.

"Authorized Improvements" mean those public improvements described in Section III of this Service and Assessment Plan and authorized under Section 372.003 of the PID Act, constructed and installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

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

"**Budgeted Cost(s)**" means the amounts budgeted to construct the Authorized Improvements as used in the preparation of this Service and Assessment Plan.

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

"City" means the City of Celina, Texas.

"City Council" means the duly elected governing body of the City.

"**County**" means Collin County, Texas.

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

"Developer" means The Parks at Wilson Creek, L.P., a Texas limited partnership, and any successor owner of the Property or any portion thereof with obligation to construct all or a portion of the Authorized Improvements.

"Development Agreement" means that certain *Amended and Restated Development Agreement (The Parks at Wilson Creek)* entered into as of September 8, 2015 by and between the City, , Developer and the Testamentary Trust Created Under the Will of Moses Hubbard, Deceased,

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Probate No. 1762-1906, Probate Court, Collin County Texas and Second Amendment and Restatement of Moses and Mary Jane Hubbard Trust UWD January 5th, 1897, related to the property within the PID, recorded in the real property records of Collin County, Texas, as Document No. 20150917001181960 on September 17, 2015, as amended by that certain *First Amendment to Amended and Restated Development Agreement (The Parks at Wilson Creek)* entered into as of October 8, 2019, by and between the City and Developer, recorded in the real property records of Collin County, Texas, as Document No. 20191021001322210 on October 12, 2019, as further amended by that certain *Second Amendment to Amended and Restated Development Agreement (The Parks at Wilson Creek)* entered into as of September 14, 2021, by and between the City and Developer, recorded in the real property records of Collin County, Texas, as Document No. _____ on _____, 2021, and as the same may be amended from time to time.

"Equivalent Units" mean, as to any Parcel the number of dwelling units by lot type expected to be built on the Parcel multiplied by the factors calculated and shown in Appendix F attached hereto.

"Future Major Improvements" mean Authorized Improvements that benefit all Assessed Property within the PID and that are constructed after the Additional Major Improvements. Although subject to change, current plans anticipate that any Future Major Improvements will be constructed with the development of Phases #6 through #8.

"**Future Phases**" means Phases that are fully developed after Phase #1, as such areas are generally depicted and described in Appendix A. The Future Phases are subject to adjustment and are shown for example only.

"Homeowner Association" means a homeowner's association or property owners' association established for the benefit of property owners within the boundaries of the PID.

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

"Initial Major Improvements" mean the Authorized Improvements described in Section III.C that benefit all Assessed Property within the PID and that are constructed concurrently with Phase #1.

"Initial Major Improvement Area Bonds" mean those certain City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (Parks at Wilson Creek Public Improvement District Initial Major Improvements Project) that are secured by the portion of the Major Improvement Area Assessment Revenues related to the Initial Major Improvements and collected as shown on the Major Improvement Area Assessment Roll - Initial Major Improvements attached as Appendix G.

"Lot" means a tract of land described as a "lot" in a subdivision plat recorded in the official public records of the County.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

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

"Major Improvement Area" or **"MIA"** means the property within the PID excluding Phase #1 which is to be developed subsequent to Phase #1 and generally depicted in Appendix A of this Service and Assessment Plan or any Annual Service Plan Update.

"Major Improvement Area Assessed Property" means, for any year, all Parcels within the PID other than (a) Non-Benefited Property, and (b) Parcels within Phase #1.

"Major Improvement Area Assessments - Additional Major Improvements" means an assessment levied against a Parcel in the Major Improvement Area imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Major Improvement Area Assessment Roll - Additional Major Improvements as Appendix H, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act. An Assessment for a Parcel consists of the Annual Installments to be collected in all years including the portion of those Annual Installments collected to pay Administrative Expenses and interest on all Assessments.

"Major Improvement Area Assessments - Initial Major Improvements" means an assessment levied against a Parcel in the Major Improvement Area imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Major Improvement Area Assessment Roll - Initial Major Improvements as Appendix G, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act. An Assessment for a Parcel consists of the Annual Installments to be collected in all years including the portion of those Annual Installments collected to pay Administrative Expenses and interest on all Assessments.

"Major Improvement Area Assessment Revenues" mean the revenues actually received by or on behalf of the City from the collection of Assessments levied against Major Improvement Area Assessed Property, or the Annual Installments thereof, for the Initial Major Improvements, Additional Major Improvements, and Future Major Improvements.

"Major Improvement Area Assessment Roll - Additional Major Improvements" means the document included in this Service and Assessment Plan as Appendix H, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

"Major Improvement Area Assessment Roll - Initial Major Improvements" means the document included in this Service and Assessment Plan as Appendix G, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"Major Improvement Area Projects" mean (i) the Initial Major Improvements allocable to Major Improvement Area, (ii) the Additional Major Improvements allocable to the Major Improvement Area, and (iii) Future Major Improvements, if any, allocable to the Major Improvement Area.

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

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

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

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

"**Phase #1 Assessed Property**" means all Parcels within Phase #1 other than Non-Benefited Property and shown in either the Phase #1 Assessment Roll - Additional Major Improvements and the Phase #1 Assessment Roll – Phase #1 Improvements and Initial Major Improvements against which an Assessment relating to the Phase #1 Projects is levied.

"Phase #1 Assessments - Phase #1 Improvements and Initial Major Improvements" means an assessment levied against a Parcel in Phase #1 imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements as Appendix I, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act. An Assessment for a Parcel consists of the Annual Installments to be collected in all years including the portion of those Annual Installments collected to pay Administrative Expenses and interest on all Assessments.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

"Phase #1 Assessments - Additional Major Improvements" means an assessment levied against a Parcel in Phase #1 imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Phase #1 Assessment Roll - Additional Major Improvements as Appendix J, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act. An Assessment for a Parcel consists of the Annual Installments to be collected in all years including the portion of those Annual Installments collected to pay Administrative Expenses and interest on all Assessments.

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

"Phase #1 Assessment Roll - Additional Major Improvements " means the document included in this Service and Assessment Plan as Appendix J**,** as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements" means the document included in this Service and Assessment Plan as Appendix I**,** as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"Phase #1 Bonds" mean those certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (The Parks at Wilson Creek Public Improvement District Phase #1 Project)" that are secured by the portion of the Phase #1 Assessment Revenues related to the Phase #1 Improvements and Initial Major Improvements and collected as shown on the Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements attached as Appendix I.

"Phase #1 Improvements" mean the Authorized Improvements which only benefit Phase #1 Assessed Property, which are described in Section III.D.

"Phase #1 Maximum Assessment Per Unit" means for Phase #1, an Assessment per unit for Phase #1 Projects for each applicable Lot Type as follows:

Lot Type 2 (60 Ft) - $52,838.70
Lot Type 3 (50 Ft) - $45,633.42
Lot Type 4 (40 Ft) - $40,829.91

"Phase #1 Projects" mean (i) the Phase #1 Improvements, (ii) the pro rata portion of the Initial Major Improvements allocable to Phase #1, (iii) the pro rata portion of the Additional Major Improvements allocable to Phase #1, and (iv) the pro rata portion of the Future Major Improvements, if any, allocable to Phase #1.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

"Phased PID Bonds" mean bonds issued to fund Authorized Improvements (or a portion thereof) in a Phase. In connection with the Phased PID Bonds, Assessments will be levied only on Parcels located within the Phase in question.

"PID" has the meaning set forth in Section I.A of this Service and Assessment Plan.

"PID Act" means Texas Local Government Code Chapter 372, Public Improvement District Assessment Act, Subchapter A, Public Improvement Districts, as amended.

"Prepayment Costs" mean interest and expenses to the date of prepayment, plus any additional expenses related to the prepayment, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment.

"Public Property" means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, the County, the City, a school district or any other public agency, whether in fee simple or through an exclusive use easement.

"Reimbursement Agreement" means that certain PID Reimbursement Agreement - The Parks at Wilson Creek, dated November 9, 2021, by and between the City and the Developer in which the Developer agrees to fund the Actual Costs of the Authorized Improvements and the City agrees to reimburse the Developer with interest as permitted by the PID Act solely from Assessment Revenues and/or the net proceeds of Bonds for a portion of such Actual Costs of the Authorized Improvements funded by the Developer for Authorized Improvements constructed and accepted by the City for the benefit of the Assessed Property.

"Service and Assessment Plan" means this Service and Assessment Plan prepared for the PID pursuant to the PID Act, as the same may be amended from time to time.

"Trustee" means the fiscal agent or trustee as specified in the Trust Indenture, including a substitute fiscal agent or trustee.

"Trust Indenture" means an indenture of trust, ordinance or similar document setting forth the terms and other provisions relating to the Bonds, as modified, amended, and/or supplemented from time to time.

"**Zoning Ordinance**" means Ordinance No. 2016-07 adopted by the City Council on February 9, 2016, as amended by Ordinance No.2019-43 adopted by the City Council on October 8, 2019, which ordinances established the permitted uses of, and standards for, the development of the property within the PID.

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Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is presently located within the City and contains approximately 646.967 acres of land. A map of the property within the PID is shown on Appendix A to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 2,164 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID.

The property within the PID is proposed to be developed as follows:

Table II-A
Proposed Development

Proposed Development	Quantity	Measurement
Single-family - 74 Ft	271	Units
Single-family - 60 Ft	698	Units
Single-family - 50 Ft	1012	Units
Single-family - 40 Ft	183	Units
Total	**2,164**	**Units**

B. PROPERTY INCLUDED IN THE MAJOR IMPROVEMENT AREA

The Major Improvement Area consists of approximately 537.7543 acres and are projected to consist of approximately 1,806 residential units. A map of the property within the Major Improvement Area is shown in Appendix A and more fully described in Appendix C.

Table II-B
Proposed Development - Major Improvement Area

Proposed Development	Quantity	Measurement
Single-family - 74 Ft	271	Units
Single-family - 60 Ft	598	Units
Single-family - 50 Ft	880	Units
Single-family - 40 Ft	57	Units
Total	**1,806**	**Units**

C. PROPERTY INCLUDED IN PHASE #1

Phase #1 consists of approximately 109.2127 acres and is projected to consist of 358 single family residential units, to be developed as Phase #1, as further described in Section III.D. A map of the property within Phase #1 is shown in Appendix A and more fully described in Appendix C.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

Table II-C
Proposed Development - Phase #1

Proposed Development	Quantity	Measurement
Single-family - 74 Ft	-	Units
Single-family - 60 Ft	100	Units
Single-family - 50 Ft	132	Units
Single-family - 40 Ft	126	Units
Total	**358**	**Units**

D. Property Included in Future Phases

As Future Phases are developed, additional Bonds, including Phased PID Bonds, may be issued or assessments may be levied. In connection with levy of additional assessments or the issuance of additional Bonds, this Service and Assessment Plan will be updated to add additional details of each new Phase(s) as shown for Phase #1 in Section II.C. A map of the projected property within each Future Phase is shown in Appendix A. The Future Phases are shown for illustrative purposes only and are subject to adjustment. The current Parcels in the PID are shown on the Assessment Rolls included as Appendix G, Appendix H, Appendix I, and Appendix J.

The estimated number of units at the build-out of the PID is based on the land use approvals for the property, the anticipated subdivision of property in the PID, and the Developer's estimate of the highest and best use of the property within the PID.

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Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

372.003. Authorized Improvements

(a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.

(b) A public improvement may include:

(i) landscaping;

(ii) erection of fountains, distinctive lighting, and signs;

(iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;

(iv) construction or improvement of pedestrian malls;

(v) acquisition and installation of pieces of art;

(vi) acquisition, construction, or improvement of libraries;

(vii) acquisition, construction, or improvement of off-street parking facilities;

(viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;

(ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;

(x) the establishment or improvement of parks;

(xi) projects similar to those listed in Subdivisions (i)-(x);

(xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;

(xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement;

(xiv) payment of expenses incurred in the establishment, administration and operation of the district; and

(xv) the development, rehabilitation, or expansion of affordable housing

After analyzing the public improvement projects authorized by the PID Act, the City has determined at this time to undertake only Authorized Improvements listed in Section III.B, Section III.C, and III.D below and shown in the opinion of probable costs shown in Appendix B and on the diagrams included as Appendix D for the benefit of the Assessed Property. Any change to the list of Authorized Improvements will require the approval of the City and an update to this Service and Assessment Plan.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

B. DESCRIPTIONS AND COSTS OF INITIAL MAJOR IMPROVEMENTS

The construction of the Initial Major Improvements to be constructed concurrently with the development of Phase #1 that benefit all of the Assessed Property within the PID commenced August 2021 and is anticipated to be completed by the end of 4Q 2022. The Budgeted Costs of the Initial Major Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of Equivalent Units. Each of Phase #1 and the Major Improvement Area will be proportionally allocated the Budgeted Costs of the Initial Major Improvements, as shown on Table III-A on the following page.

The Initial Major Improvements descriptions are presented below as provided by the project engineer. The Budgeted Costs of the Initial Major Improvements are shown in Table III-A and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

A description of the Initial Major Improvements follows:

Roadway Improvements

The roadway portion of the Initial Major Improvements includes, clearing, grubbing, excavation of streets and right of way, construction of moisture and lime treated subgrade and reinforced concrete street pavements, removal of existing curb or pavement asphalt street pavements, removal of existing curb or pavement, bridges, deceleration lanes, turn lanes, sidewalks, trails, retaining walls, median landscaping, signage and traffic control devices, and the acquisition of related right-of-way for such roadway improvements including an allocable share of perimeter road improvements, for the benefit of the Assessed Property. All roadway improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Improvements

The water distribution system portion of the Initial Major Improvements includes water mains of various diameters, generally 8-18 inches, that are generally polyvinyl chloride (PVC) pipe, matching gate valves and boxes, fire hydrants, tapping sleeves, service lines, and other water line appurtenances, including trench safety, for the benefit of the Assessed Property. All water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Sanitary Sewer Improvements

The sanitary sewer collection system portion of the Initial Major Improvements includes sanitary sewer mains of various diameters, generally PVC pipe 8-27 inches, manholes, lift stations, service lines, clean-outs, and other sewer main appurtenances, including trench safety, for the benefit of the Assessed Property. All sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

Storm Drainage Improvements

The storm drainage collection system portion of the Initial Major Improvements includes pre-development erosion control, silt fences, rock check dams, drainage structures, various size reinforced concrete pipes, reinforced concrete box culverts, curb inlets, headwalls, retention basins, detention structures and trench safety for the benefit of the Assessed Property. All storm drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Soft and Miscellaneous Costs

Soft and miscellaneous costs include costs related to designing, constructing, and installing the Initial Major Improvements including land planning and design, City fees, legal fees, engineering, soil testing, survey and construction management, contingency and expenses incurred in the establishment, administration and operation of the PID.

Table III-A
Estimated Initial Major Improvement Costs

Authorized Improvements	Total Initial Major Improvement Costs[1]	Initial Major Improvements Allocated to Phase #1	Initial Major Improvements Allocated to MIA
Roadway Improvements[2]	$8,036,365	$1,237,893	$6,798,472
Water Improvements	$520,974	$80,249	$440,725
Sanitary Sewer Improvements	$596,674	$91,910	$504,765
Storm Drainage Improvements	$1,391,540	$214,348	$1,177,192
Soft and Miscellaneous Costs	$1,077,190	$165,926	$911,263
Total	**$11,622,743**	**$1,790,326**	**$9,832,417**

Note: Costs provided by Kimley Horn. The figures shown in Table III-A may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the Total Authorized Improvements amount does not change.
1 - See Table V-A for allocation of Initial Major Improvements to Phase #1.
2 - Includes right-of-way acquisition.

C. DESCRIPTIONS AND COSTS OF ADDITIONAL MAJOR IMPROVEMENTS

Construction of the Additional Major Improvements that benefit all of the Assessed Property within the PID is concurrently planned to occur a Phases #2 through #5 are developed; and, such construction is anticipated to commence in 2023 and is expected to be completed within 60 months after commencement. The Budgeted Costs of the Additional Major Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of Equivalent Units. Each of Phase #1 and the Major Improvement Area will be proportionally allocated the Budgeted Costs of the Additional Major Improvements, as shown on Table III-B on the following page.

The Additional Major Improvements descriptions are presented below as provided by the project engineer. The Budgeted Costs of the Additional Major Improvements are shown in Table III-B

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

A description of the Additional Major Improvements follows:

Roadway Improvements

The roadway portion of the Additional Major Improvements includes clearing, grubbing, excavation of streets and right of way, construction of moisture and lime treated subgrade and reinforced concrete street pavements, removal of existing curb or pavement asphalt street pavements, removal of existing curb or pavement, bridges, deceleration lanes, turn lanes, sidewalks, trails, retaining walls, median landscaping, signage and traffic control devices, and the acquisition of related right-of-way for such roadway improvements including an allocable share of perimeter road improvements for the benefit of the Assessed Property. All roadway improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Improvements

The water distribution system portion of the Additional Major Improvements includes water mains of various diameters, generally 8-18 inches, that are generally polyvinyl chloride (PVC) pipe, matching gate valves and boxes, fire hydrants, tapping sleeves, service lines, and other water line appurtenances, including trench safety, for the benefit of the Assessed Property. All water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City

Sanitary Sewer Improvements

The sanitary sewer collection system portion of the Additional Major Improvements includes sanitary sewer mains of various diameters, generally PVC pipe 8-27 inches, manholes, lift stations, service lines, clean-outs, and other sewer main appurtenances, including trench safety, for the benefit of the Assessed Property. All sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City

Storm Drainage Improvements

The storm drainage collection system portion of the Additional Major Improvements includes pre-development erosion control, silt fences, rock check dams, sedimentation basins and drainage structures, various size reinforced concrete pipes, reinforced concrete box culverts, curb inlets, headwalls, retention basins, detention structures and trench safety for the benefit of the Assessed Property. All storm drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

Soft and Miscellaneous Costs

Soft and miscellaneous costs include costs related to designing, constructing, and installing the Additional Major Improvements including land planning and design, City fees, legal fees, engineering, soil testing, survey and construction management, contingency and expenses incurred in the establishment, administration and operation of the PID.

Table III-B
Estimated Additional Major Improvement Costs

Authorized Improvements	Total Additional Major Improvement Costs[1]	Additional Major Improvements Allocated to Phase #1	Additional Major Improvements Allocated to MIA
Roadway Improvements	$8,755,343	$1,348,642	$7,406,701
Water Improvements	$831,668	$128,107	$703,561
Sanitary Sewer Improvements	$437,369	$67,371	$369,998
Storm Drainage Improvements	$3,176,010	$489,221	$2,686,789
Soft and Miscellaneous Costs	$1,906,752	$293,709	$1,613,043
Total	**$15,107,142**	**$2,327,050**	**$12,780,092**

Note: Costs provided by Kimley Horn. 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.
1 - See Table V-A for allocation of Additional Major Improvements to Phase #1.

D. Descriptions and Costs of Phase #1 Improvements

The construction of the Phase #1 Improvements that benefit the Phase #1 Assessed Property commenced August 2021 and is anticipated to be completed by the end of 4Q 2022. The Phase #1 Improvements descriptions are presented below as provided by the project engineer. The Phase #1 Projects include Phase #1's proportionate share of the Budgeted Costs of the Initial Major Improvements, the proportionate share of the Budgeted Costs of the Additional Major Improvements, and the Budgeted Costs of the Phases #1 Improvements. The Budgeted Costs of the Phase #1 Projects are shown in Table III-C and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

A description of the Phase #1 Improvements are as follows, and a description of the Initial Major Improvements and the Additional Major Improvements that are a portion of the Phase #1 Projects can be found in Section III.B and Section III.C, respectively.

Roadway Improvements

The roadway portion of the Phase #1 Improvements includes clearing, grubbing, excavation of streets and right of way, construction of moisture and lime treated subgrade and reinforced concrete street pavements, removal of existing curb or pavement asphalt street pavements, removal of existing curb or pavement, bridges, deceleration lanes, turn lanes, sidewalks, trails, retaining walls, median landscaping, signage and traffic control devices, and the acquisition of related right-of-way for such roadway improvements, for the benefit of the Phase #1 Assessed Property. All

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roadway improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Improvements

The water distribution system portion of the Phase #1 Improvements include PVC waterlines, various gate valves and boxes, fire hydrants, and tapping sleeves, service lines and other water line appurtenances for the benefit of the Phase #1 Assessed Property. All water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Sanitary Sewer Improvements

The sanitary sewer collection system portion of the Phase #1 Improvements includes PVC pipes, manholes, service lines, clean-outs, concrete encasements, and other sewer line appurtenances and trench safety for the benefit of the Phase #1 Assessed Property. All sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Storm Drainage Improvements

The storm drainage collection system portion of the Phase #1 Improvements includes pre and post development erosion control, silt fences, rock check dams, drainage structures, various size reinforced concrete pipes, reinforced concrete box culverts, curb inlets, headwalls, retention and detention structures and trench safety for the benefit of the Phase #1 Assessed Property. All storm drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Soft and Miscellaneous Costs

Soft and miscellaneous costs include costs related to designing, constructing, and installing the Phase #1 Improvements including land planning and design, City fees, legal fees, engineering, soil testing, survey and construction management, and contingency.

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Table III-C
Estimated Phase #1 Costs

Authorized Improvements	Phase #1 Improvements[1]	Proportional Share of Initial Major Improvements[1]	Subtotal Phase #1 Projects (Bonded)[1]	Proportional Share of Additional Major Improvements (Reimbursable)[2]	Total Phase # Projects
Road Improvements	$3,769,188	$1,237,893	$5,007,081	$1,348,642	$6,355,722
Water Improvements	$1,303,352	$80,249	$1,383,601	$128,107	$1,511,708
Sanitary Sewer Improvements	$979,387	$91,910	$1,071,297	$67,371	$1,138,667
Storm Drainage Improvements	$1,021,742	$214,348	$1,236,090	$489,221	$1,725,311
Soft and Miscellaneous Costs	$1,580,567	$165,926	$1,746,494	$293,709	$2,040,203
Total	**$8,654,236**	**$1,790,326**	**$10,444,562**	**$2,327,050**	**$12,771,612**

Note: Costs provided by Kimley Horn. The figures shown in Table III-C 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.
[1]See Table III-A. A portion is anticipated to be funded with Phase #1 Bonds and the remaining portion is anticipated to be financed under the Reimbursement Agreement.
[2]See Table III-B. Anticipated to be funded as set forth in Schedule I to the Reimbursement Agreement.

E. FUTURE PHASES AND FUTURE MAJOR IMPROVEMENTS

As Phases are developed, this SAP will be amended to identify the specific Authorized Improvements, which may include Authorized Improvements that confer a special benefit to the property inside each new Phase and/or additional Future Major Improvements that benefit all of the Assessed Property within the PID and that will be constructed with the development of Phases #6 through #8 (e.g. a Table III-D will be added to show the costs for the specific Authorized Improvements financed within the specific Phase being developed or the tables above will be updated to reflect the allocation of the costs of the Future Major Improvements, as applicable.)

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Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

IV. SERVICE PLAN

A. SOURCES AND USES OF FUNDS

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five year period. Construction of the Phase #1 Improvements and the Initial Major Improvements commenced in August 2021, and it is anticipated that construction of the Phase #1 Improvements and the Initial Major Improvements will be complete by the end of 4Q 2022. Construction of the Additional Major Improvements is anticipated to commence in 2023 and is expected to be completed within 60 months after commencement.

The Budgeted Costs for the Major Improvement Area's pro rata portion of Initial Major Improvements and Additional Major Improvements plus costs related to the issuance of the Initial Major Improvement Area Bonds and payment of its allocated portion of the expenses incurred in the establishment, administration and operation of the PID is $26,030,092 as shown in Table IV-A. The Budgeted Costs for Phase #1 Improvements, Phase #1's pro rata portion of Initial Major Improvements, Phase #1's pro rata portion of Additional Major Improvements plus costs related to the issuance of the Phase #1 Bonds and payment of its allocated portion of the expenses incurred in the establishment, administration and operation of the PID is $14,558,710 as shown in Table IV-B. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the estimated Authorized Improvement costs, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an "Annual Service Plan Update."

As Future Phases are developed , this Service and Assessment Plan will be amended to provide updated information on the Authorized Improvements, which may include Authorized Improvements that confer a special benefit to the property inside each new Phase and/or additional Future Major Improvements that benefit all of the Property within the PID (e.g. a table will be added for Phase #2, etc.).

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Major Improvement Area

Table IV-A below shows the sources and uses of: (i) the Initial Major Improvement Area Bonds for the Major Improvement Area's pro-rata share of the costs of the Initial Major Improvements, and (ii) the obligation under the Reimbursement Agreement for the Major Improvement Area's pro-rata portion of the costs of the Additional Major Improvements.

Table IV-A
Sources and Uses - Major Improvement Area

Sources of Funds	Initial Major Improvement Area Bonds	Major Improvement Area Reimbursement Agreement Obligation for Additional Major Improvements	Total
Par Amount	$13,250,000	$0	$13,250,000
Assessments	$0	$12,780,092	$12,780,092
Other Funding Sources	$0	$0	$0
Total Sources	**$13,250,000**	**$12,780,092**	**$26,030,092**
Uses of Funds			
Initial Major Improvements:			
Road Improvements	$6,798,472	$0	$6,798,472
Water Improvements	$440,725	$0	$440,725
Sanitary Sewer Improvements	$504,765	$0	$504,765
Storm Drainage Improvements	$1,177,192	$0	$1,177,192
Other Soft and Miscellaneous Costs	$911,263	$0	$911,263
Subtotal	*$9,832,417*	*$0*	*$9,832,417*
Additional Major Improvements:			
Road Improvements	$0	$7,406,701	$7,406,701
Water Improvements	$0	$703,561	$703,561
Sanitary Sewer Improvements	$0	$369,998	$369,998
Storm Drainage Improvements	$0	$2,686,789	$2,686,789
Other Soft and Miscellaneous Costs	$0	$1,613,043	$1,613,043
Subtotal	*$0*	*$12,780,092*	*$12,780,092*
Bond Issuance Costs:			
Cost of Issuance	$861,908	$0	$861,908
Capitalized Interest	$1,258,750	$0	$1,258,750
Reserve Fund	$869,425	$0	$869,425
Administrative Expense	$30,000	$0	$30,000
Underwriters Discount	$397,500	$0	$397,500
Subtotal	*$3,417,583*	*$0*	*$3,417,583*
Total Uses	**$13,250,000**	**$12,780,092**	**$26,030,092**

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

The Initial Major Improvement Area Bonds are anticipated to be issued in 2021 to finance the Major Improvement Area's proportionate share of the Initial Major Improvements, including costs to issue the Initial Major Improvement Area Bonds. The Major Improvement Area's proportionate share of the Additional Major Improvements will be financed under the Reimbursement Agreement.

Phase #1

Table IV-B on the following page shows the sources and uses of: (i) the Phase #1 Bonds for a portion of the Phase #1 Improvements and Phase #1's pro-rata share of the costs of the Initial Major Improvements, (ii) the obligation under the Reimbursement Agreement for a portion of the Phase #1 Improvements and (iii) the obligation under the Reimbursement Agreement for Phase #1's pro-rata share of the costs of the Additional Major Improvements.

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Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

Table IV-B
Sources and Uses - Phase #1

Sources of Funds	Phase #1 Bonds	Phase #1 Reimbursement Agreement Obligation for Phase #1 Improvements	Phase #1 Reimbursement Agreement Obligation for Additional Major Improvements	Total
Par Amount	$7,373,000	$0	$0	$7,373,000
Assessments	$0	$4,858,659	$2,327,050	$7,185,710
Other Funding Sources	$0	$0	$0	$0
Total Sources	**$7,373,000**	**$4,858,659**	**$2,327,050**	**$14,558,710**
Uses of Funds				
Initial Major Improvements:				
Road Improvements	$1,237,893	$0	$0	$1,237,893
Water Improvements	$80,249	$0	$0	$80,249
Sanitary Sewer Improvements	$91,910	$0	$0	$91,910
Storm Drainage Improvements	$214,348	$0	$0	$214,348
Other Soft and Miscellaneous Costs	$165,926	$0	$0	$165,926
Subtotal	*$1,790,326*	*$0*	*$0*	*$1,790,326*
Additional Major Improvements:				
Road Improvements	$0	$0	$1,348,642	$1,348,642
Water Improvements	$0	$0	$128,107	$128,107
Sanitary Sewer Improvements	$0	$0	$67,371	$67,371
Storm Drainage Improvements	$0	$0	$489,221	$489,221
Other Soft and Miscellaneous Costs	$0	$0	$293,709	$293,709
Subtotal	*$0*	*$0*	*$2,327,050*	*$2,327,050*
Phase #1 Improvements:				
Road Improvements	$1,653,091	$2,116,097	$0	$3,769,188
Water Improvements	$571,624	$731,728	$0	$1,303,352
Sanitary Sewer Improvements	$429,540	$549,847	$0	$979,387
Storm Drainage Improvements	$448,116	$573,626	$0	$1,021,742
Other Soft and Miscellaneous Costs	$693,205	$887,362	$0	$1,580,567
Subtotal	*$3,795,577*	*$4,858,659*	*$0*	*$8,654,236*
Bond Issuance Costs:				
Cost of Issuance	*$445,369*	*$0*	$0	$445,369
Capitalized Interest	$599,262	$0	$0	$599,262
Reserve Fund	$491,278	$0	$0	$491,278
Administrative Expense	$30,000	$0	$0	$30,000
Underwriters Discount	$221,190	$0	$0	$221,190
Subtotal	*$1,787,098*	*$0*	*$0*	*$1,787,098*
Total Uses	**$7,373,000**	**$4,858,659**	**$2,327,050**	**$14,558,710**

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

The Phase #1 Bonds are anticipated to be issued in 2021 to finance a portion of Phase #1's proportionate share of Initial Major Improvements and the Phase #1 Improvements, including costs to issue the Phase #1 Bonds. The remaining portion of the Phase #1 Improvements will be financed under the Reimbursement Agreement. Phase #1's proportionate share of the Additional Major Improvements will be financed under the Reimbursement Agreement.

B. ANNUAL PROJECTED COSTS AND INDEBTEDNESS

Major Improvement Area

The annual projected costs and annual projected indebtedness for the Major Improvement Area is shown in Table IV-C. The annual projected costs and indebtedness is subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-C
Annual Projected Costs and Annual Projected Indebtedness - Major Improvement Area

Year	Annual Projected Cost	Annual Projected Indebtedness[1]	Other Funding Sources	Projected MIA Annual Installments
2021	$6,507,523	$26,030,092	$0	$0
2022	$19,522,569	$0	$0	$0
2023	$0	$0	$0	$900,174
2024	$0	$0	$0	$1,765,517
2025	$0	$0	$0	$1,769,726
2026	$0	$0	$0	$1,766,682
Total	**$26,030,092**	**$26,030,092**	**$0**	**$6,202,098**

[1] The Additional Major Improvements allocable to the Major Improvement Area will initially be funded by the Developer and will be reimbursable under the Reimbursement Agreement.

The annual projected costs shown in Table IV-C are the annual expenditures relating to the proportional share of Initial Major Improvements shown in Table III-A and the proportional share of the Additional Major Improvements shown in Table III-B, and the costs associated with setting up the PID and bond issuance costs including reserves shown in Table IV-A. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

Phase #1

The annual projected costs and annual projected indebtedness for Phase #1 is shown by Table IV-D. The annual projected costs and indebtedness is subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

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Table IV-D
Annual Projected Costs and Annual Projected Indebtedness - Phase #1

Year	Annual Projected Cost	Annual Projected Indebtedness[1]	Other Funding Sources	Projected Phase #1 Annual Installments
2021	$3,639,677	$14,558,710	$0	$0
2022	$10,919,032	$0	$0	$0
2023	$0	$0	$0	$67,465
2024	$0	$0	$0	$546,295
2025	$0	$0	$0	$547,199
2026	$0	$0	$0	$546,748
Total	**$14,558,710**	**$14,558,710**	**$0**	**$1,707,706**

[1]A portion of the Phase #1 Improvements and the Additional Major Improvements allocable to Phase #1 will initially be funded by the Developer and will be reimbursable under the Reimbursement Agreement.

The annual projected costs shown in Table IV-D are the annual expenditures relating to the Phase #1 Projects shown in Table III-C and the costs associated with setting up the PID and bond issuance costs including reserves shown in Table IV-B. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

Future Phases

As Future Phases are developed Table IV-E will be added to identify the Authorized Improvements to be financed by each new series of Bonds and/or under the Reimbursement Agreement and the projected indebtedness resulting from each additional series of Bonds and/or obligations under the Reimbursement Agreement.

C. HOMEBUYER DISCLOSURE

The PID Act requires that this Service and Assessment Plan, and each Annual Service Plan Update, include a copy of the Notice form (required by Section 5.014 of the Texas Property Code). The homebuyer disclosure is attached hereto as Appendix E and may be updated in an Annual Service Plan Update.

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Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

V. ASSESSMENT PLAN

A. INTRODUCTION

The PID Act requires the City Council to apportion the costs of the Authorized Improvements on the basis of special benefits conferred upon the property because of the Authorized Improvements. The PID Act provides that the costs of the Authorized Improvements may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The proposed bond issuance program entails a series of bond financings that are intended to finance the public infrastructure required for the development. This financing will necessarily be undertaken in phases to coincide with the private investment and development of the Authorized Improvements. Following the initial Phase #1 Bonds and the Initial Major Improvement Area Bonds anticipated to be issued in 2021, subsequent financings may be issued over the upcoming decade as the subsequent Future Phases are gradually constructed.

The purpose of this gradual issuance of bonds in phases is to mirror the actual private development of the Authorized Improvements. The Bonds to be issued are most prudently and efficiently utilized when directly coinciding with construction of public infrastructure needed for private development that is to occur once the infrastructure is completed; it is most effective to issue the Bonds when the infrastructure is needed, not before. Furthermore, there is no economic advantage, and several disadvantages, to issuing debt and encumbering property within the PID prior to the need for the Authorized Improvements.

For purposes of this Service and Assessment Plan, the City Council has determined that the costs of the Major Improvement Area Projects and Phase #1 Projects shall be allocated as described below:

1. The costs of the Phase #1 Projects that only benefit Phase #1 shall be allocated to Phase #1 Assessed Property on the basis of Equivalent Units calculated using the average home price of each Lot Type once such property is developed, and that such method of allocation will result in the imposition of equal shares of the costs of the Authorized Improvements to Parcels similarly benefited.

2. The Initial Major Improvements and Additional Major Improvements are proportionally allocated to the Major Improvement Area Assessed Property and the Phase #1 Assessed Property based on estimated Equivalent Units calculated using the average home price for the Major Improvement Area Assessed Property and the Phase #1 Assessed Property.

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3. The Major Improvement Area Projects are allocated to each Parcel within the Major Improvement Area Assessed Property based on estimated Equivalent Units calculated using the average home price of each Lot Type.

Table V-A provides the estimated allocation of costs of the Authorized Improvements constituting Initial Major Improvements.

At this time, it is impossible to determine with absolute certainty the amount of special benefit each Parcel within the Future Phases will receive from the direct Authorized Improvements that will benefit each individual Phase or from Future Major Improvements, if any, and that are to be financed with Bonds and/or future obligations under the Reimbursement Agreement. Therefore, Parcels will only be assessed for the special benefits conferred upon the Parcel at this time because of the Initial Major Improvements, the Additional Major Improvements, and the Phase #1 Improvements, as applicable.

In connection with the issuance of future Bonds and/or future obligations under the Reimbursement Agreement, this Service and Assessment Plan will be updated to reflect the special benefit each Parcel of Assessed Property within the Future Phases receives from the specific Authorized Improvements funded with the issuance such Bonds and/or future obligations under the Reimbursement Agreements. Prior to assessing Parcels located within Future Phases in connection with issuance of Phased PID Bonds, each owner of the Parcels to be assessed must acknowledge that the Authorized Improvements to be financed confer a special benefit on their Parcel and must consent to the imposition of the Assessments to pay for the Actual Costs of such Authorized Improvements.

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within the PID as a result of the Initial Major Improvements, Additional Major Improvements, and Phase #1 Improvements, as applicable, (ii) provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments to be levied on the Phase #1 Assessed Property and Major Improvement Area Assessed Property for such improvements, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Initial Major Improvements, the Additional Major Improvements, and Phase #1 Improvements, as applicable, to Parcels in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to Parcels similarly benefited. The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

As Future Phases are developed, in connection with the issuance of Bonds and/or future obligations under the Reimbursement Agreement, this Service and Assessment Plan will be updated based on the City's determination of the assessment methodology for each Future Phases.

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B. Special Benefit

Assessed Property must receive a direct and special benefit from the Authorized Improvements, and this benefit must be equal to or greater than the amount of the Assessments. The Authorized Improvements are provided specifically for the benefit of the Assessed Property. The Authorized Improvements (more particularly described in line-item format in Appendix B to this Service and Assessment Plan) and the costs of issuance and payment of costs incurred in the establishment of the PID shown in Table IV-A are authorized by the PID Act. These Authorized Improvements are provided specifically for the benefit of the Assessed Property.

Each owner of the Assessed Property has acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and has consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. Each of the owners is acting in its interest in consenting to this apportionment and levying of the Assessments because the special benefit conferred upon the Assessed Property by the Authorized Improvements exceeds the amount of the Assessments.

The Authorized Improvements provide a special benefit to the Assessed Property as a result of the close proximity of these improvements to the Assessed Property and the specific purpose of these improvements of providing infrastructure for the Assessed Property. In other words, the Assessed Property could not be used in the manner proposed without the construction of the Authorized Improvements. The Authorized Improvements are being provided specifically to meet the needs of the Assessed Property as required for the proposed use of the property.

The Assessments are being levied to provide the Authorized Improvements that are required for the highest and best use of the Assessed Property (i.e., the use of the property that is most valuable, including any costs associated with that use). Highest and best use can be defined as "the reasonably probable and legal use of property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value." (*Dictionary of Real Estate Appraisal, Third Edition*.) The Authorized Improvements are expected to be required for the proposed use of the Assessed Property to be physically possible, appropriately supported, financially feasible, and maximally productive.

The Developer has evaluated the potential use of the property and has determined that the highest and best use of the property is the use intended and the legal use for the property as described in Section II of this Service and Assessment Plan. The use of the Assessed Property as described herein will require the construction of the Authorized Improvements.

The Assessments will repay financing that is on advantageous terms, as the Bonds issued to finance the Authorized Improvements will pay interest that is exempt from federal income tax. As a result, all other terms being equal (e.g., maturity, fixed vs. variable rate, credit quality), the tax-exempt bonds will have a lower interest rate than debt that is not tax-exempt. The Bonds also have a longer term than other available financings and may either be repaid or assumed by a buyer at the buyer's option. As a result of these advantageous terms, the financing provided by the PID is the most beneficial means of financing the Authorized Improvements.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

Each owner of the Assessed Property will ratify, confirm, accept, agree to and approve: (i) the determinations and finding by the City Council as to the special benefits described in this Service and Assessment Plan and the Assessment Ordinance; (ii) the Service and Assessment Plan and the Assessment Ordinance, and (iii) the levying of Assessments on the Assessed Property. Use of the Assessed Property as described in this Service and Assessment Plan and as authorized by the PID Act requires that Authorized Improvements be acquired, constructed, installed, and/or improved. Funding the Actual Costs of the Authorized Improvements through the PID has been determined by the City Council to be the most beneficial means of doing so. As a result, the Authorized Improvements result in a special benefit to the Assessed Property, and this special benefit exceeds the amount of the Assessment. This conclusion is based on and supported by the evidence, information, and testimony provided to the City Council.

In summary, the Authorized Improvements result in a special benefit to the Assessed Property for the following reasons:

1. The Authorized Improvements are being provided specifically for the use of the Assessed Property, are necessary for the proposed best use of the property and provide a special benefit to the Assessed Property as a result;

2. The Developer has consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and the Developer is acting in its interest by consenting to this imposition;

3. The Authorized Improvements are required for the highest and best use of the property;

4. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);

5. Financing of the costs of the Authorized Improvement through the PID is determined to be the most beneficial means of providing for the Authorized Improvements; and,

6. As a result, the special benefits to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

C. Allocation of Major Improvement Costs to Assessed Property

The Initial Major Improvements and Additional Major Improvements will provide a special benefit to all property in the PID. Accordingly, the Actual Costs of the Initial Major Improvements and Additional Major Improvements must be allocated to all Assessed Property in the PID. Table V-A summarizes the allocation of Budgeted Costs of the Initial Major Improvements and Additional Major Improvements. The Budgeted Costs shown in Table V-A are estimates and may be revised in Annual Service Plan Updates, but the related Assessment may not be increased.

Phase #1 is projected to contain 358 residential units. As shown in Appendix F, the total Equivalent Units for Phase #1 is calculated as 274.00. The Major Improvement Area is projected to contain 1,806 residential units resulting in a total of 1,504.80 Equivalent Units as shown in Appendix F. The total projected Equivalent Units in the PID is, therefore, calculated to be

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1,778.80 (i.e., 274.00 + 1,504.80 = 1,778.80). As a result, 15.40 percent of the Budgeted Costs of the Initial Major Improvements and Additional Major Improvements (i.e. 274.00 ÷ 1,778.80 = 15.40%) are allocated to the Phase #1 Assessed Property and 84.60 percent of the Budgeted Costs off the Initial Major Improvements and Additional Major Improvements (i.e., 1,504.80÷ 1,778.80 = 84.60%) are allocated to the Major Improvement Area Assessed Property. The Initial Major Improvement Area Bonds will fund the Major Improvement Area's proportionate share of the Budgeted Costs of the Initial Major Improvements and the obligation related to the Additional Major Improvements under the Reimbursement Agreement will reimburse the Developer for the Major Improvement Area's proportionate share of the Budgeted Costs of the Additional Major Improvements. The Phase #1 Bonds will fund Phase #1's proportionate share of the Budgeted Costs of the Initial Major Improvements and the Phase #1 Improvements and the obligation related to the Additional Major Improvements under the Reimbursement Agreement will reimburse the Developer for Phase #1's proportionate share of the Budgeted Costs of the Additional Major Improvements

Table V-A
Allocation of Major Improvement Area Projects

Authorized Improvement	Initial Major Improvements	Additional Major Improvements
Roadway Improvements	$8,036,365	$8,755,343
Water Improvements	$520,974	$831,668
Sanitary Sewer Improvements	$596,674	$437,369
Storm Drainage Improvements	$1,391,540	$3,176,010
Other Soft and Miscellaneous Costs	$1,077,190	$1,906,752
Total Major Improvement Area Projects	**$11,622,743**	**$15,107,142**
Phase #1		
Projected Equivalent Units	274.00	274.00
% of total units	15.40%	15.40%
Proportionate Share of Costs	$1,790,326	$2,327,050
Major Improvement Area		
Projected Equivalent Units	1,504.80	1,504.80
% of total units	84.60%	84.60%
Proportionate Share of Costs	$9,832,417	$12,780,092

D. Assessment Methodology

The costs of the Authorized Improvements may be assessed by the City Council against the Assessed Property so long as the special benefit conferred upon the Assessed Property by the Authorized Improvements equals or exceeds the Assessments. The costs of the Authorized Improvements may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited.

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1. Assessment Methodology for the Major Improvement Area

For purpose of this Service and Assessment Plan, the City Council determined that the costs of the Major Improvement Area Projects shall be allocated to the Major Improvement Area Assessed Property by spreading the entire Assessment for such improvements across the Parcels based on the estimated number of Equivalent Units anticipated to be developed on each Parcel.

Based on the Major Improvement Area's proportional share of the costs of the Initial Major Improvements, as set forth in Table III-A, and the Major Improvement Area's proportional share of the costs of the Additional Major Improvements, as set forth in Table III-B, the City Council has determined that the benefit to Major Improvement Area Assessed Property from the proportional share of Initial Major Improvements and Additional Major Improvements is at least equal to the Assessments levied on the Major Improvement Area Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the estimated Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated Equivalent Units at the time residential Lots are platted to the total estimated Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

The Assessment and Annual Installments for each Parcel or Lot located within the Major Improvement Area is shown on the Major Improvement Area Assessment Roll - Initial Major Improvements and Major Improvement Area - Additional Major Improvements, attached as Appendix G and Appendix H, respectively, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

2. Assessment Methodology for Phase #1

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #1 Projects to be financed with the Phase #1 Bonds, shall be allocated to the Phase #1 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated number of Equivalent Units anticipated to be developed on each Parcel.

Based on the costs of the Phase #1 Projects, as set forth in Table III-C, the City Council has determined that the benefit to Phase #1 Assessed Property from the Phase #1 Projects is at least equal to the Assessments levied on the Phase #1 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the estimated Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated Equivalent Units at the time residential Lots are platted to the total estimated Equivalent Units for Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

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The Assessment and Annual Installments for each Parcel or Lot located within Phase #1 is shown on the Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements Phase #1 Assessment Roll - Additional Major Improvements, attached as Appendix I and Appendix J, respectively, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

3. Assessment Methodology for Future Improvement Areas

When any given Future Phase is developed, this Service and Assessment Plan will be amended to determine the assessment methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited within that Phase.

E. ASSESSMENTS

The Assessments for the Initial Major Improvement Area Bonds and the Phase #1 Bonds will be levied on each Parcel or Lot according to the Major Improvement Area Assessment Roll - Initial Major Improvements, attached as Appendix G, and the Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements, attached as Appendix I, as applicable. The Annual Installments for the Initial Major Improvement Area Bonds, the obligation related to the Additional Major Improvements allocable to the Major Improvement Area under the Reimbursement Agreement, the Phase #1 Bonds, the obligation related to a portion of the Phase #1 Improvements under the Reimbursement Agreement, and the obligation related to the Additional Major Improvements allocable to Phase #1 under the Reimbursement Agreement will be collected on the dates and in the amounts shown on the Major Improvement Area Assessment Roll - Initial Major Improvements; the Major Improvement Area Assessment Roll - Additional Major Improvements; the Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements; and the Phase #1 Assessment Roll - Additional Major Improvements; attached as Appendix G, Appendix H, Appendix I, and Appendix J, respectively, subject to revisions made during an Annual Service Plan Update. Non-Benefited Property will not be subject to any Assessments.

See Appendix F for Assessment per unit, leverage, and estimated tax rate equivalent calculation details.

F. ADMINISTRATIVE EXPENSES

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of Assessment levied against the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on each Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

G. ADDITIONAL INTEREST RESERVE

Pursuant to the PID Act, the interest rate for Assessments which secure a series of Bonds may exceed the actual interest rate per annum paid on the related Bonds by no more than one half of one percent (0.50%) (the "Additional Interest"). The interest rate used to determine the Assessments securing the Initial Major Improvement Area Bonds and the Phase #1 Bonds is one

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half of one percent (0.50%) per annum higher than the actual rate paid on the Bonds, with the Additional Interest Component of the Annual Installments allocated to fund a reserve to be used for paying interest associated with a prepayment and to offset any possible delinquency related costs (the "Additional Interest Reserve"). The Additional Interest Reserve shall be funded until it reaches 5.50% of the outstanding Bonds unless otherwise stipulated in the Bond documents. Once the Additional Interest Reserve is funded in full, the City may allocate the Additional Interest Component of the Annual Installments as provided in the applicable Trust Indenture. No Additional Interest will be collected from Assessments that do not secure a series of Bonds.

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VI. TERMS OF THE ASSESSMENTS

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN THE MAJOR IMPROVEMENT AREA

The Annual Installments shall be collected from Major Improvement Area Assessed Property in an amount sufficient to (i) pay principal and interest on the Initial Major Improvement Area Bonds, (ii) pay principal and interest on the obligation related to the Major Improvement Area's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement, (iii) to fund the Additional Interest Reserve for the Initial Major Improvements Area Bonds as described in Section V, and (iv) to pay Administrative Expenses related to the Major Improvement Area. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest applicable to the Parcel.

B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #1

The Annual Installments shall be collected from Phase #1 Assessed Property in an amount sufficient to (i) pay principal and interest on the Phase #1 Bonds, (ii) pay principal and interest for the portion of the Phase #1 Improvements under the Reimbursement Agreement (iii) pay principal and interest on Phase #1's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement, (iv) to fund the Additional Interest Reserve for the Phase #1 Bonds as described in Section V, and (v) to pay Administrative Expenses related to Phase #1. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest applicable to the Parcel.

C. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN FUTURE PHASES

As Future Phases are developed, this Service and Assessment Plan will be amended to determine the Assessment and Annual Installments for each Assessed Property located within the Future Phases (e.g., an Appendix will be added as the Assessment Roll for Phase #2, etc.). The Assessments shall not exceed the benefit received by the Assessed Property.

D. REALLOCATION OF ASSESSMENTS

1. Subdivision

Upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be reallocated among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

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Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel
B = the Assessment for the Parcel prior to subdivision
C = the estimated number of Equivalent Units to be built on each new subdivided Parcel
D = the sum of the estimated number of Equivalent Units to be built on all of the new subdivided Parcels

The calculation of the estimated number of Equivalent Units to be built on a Parcel shall be performed by the Administrator and confirmed by the City Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of Equivalent Units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

The sum of the Assessments for all newly subdivided Parcels shall equal the Assessment for the Parcel prior to subdivision. The calculation shall be made separately for each newly subdivided Parcel. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

2. Consolidation

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to consolidation. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

E. MANDATORY PREPAYMENT OF ASSESSMENTS

1. If a Parcel subject to Assessments is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel subject to Assessments to become Non-Benefited Property, the owner of such Parcel shall pay to the City the full amount of the principal portion of the Assessment on such Parcel, plus all Prepayment Costs, prior to any such transfer or act.

2. If at any time the Assessment per Unit on a Parcel of the Phase #1 Assessed Property exceeds the applicable Phase#1 Maximum Assessment per Unit calculated in this Service and Assessment Plan as a result of any changes in land use, subdivision, consolidation or reallocation of the Assessment authorized by this Service and Assessment Plan and initiated by the owner of the Parcel, then such owner shall pay to the City prior to the recordation of the document subdividing the Parcel the amount calculated by the Administrator by which the

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Assessment per Unit for the Parcel exceeds the applicable Phase #1 Maximum Assessment per Unit calculated in this Service and Assessment Plan.

3. The payments required above shall be treated the same as any Assessment that is due and owing under the PID Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the PID Act.

F. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with a series of Bonds have been completed and Actual Costs for such Authorized Improvements are less than the Actual Costs of the Authorized Improvements used to calculate the Assessments securing such series of Bonds, resulting in excess Bond proceeds being available to redeem Bonds of such series, and such excess Bond proceeds shall be applied to redeem Bonds as provided in the Indenture, then the Assessment securing such series of Bonds for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the actual reduced Actual Costs. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.

2. If all the Authorized Improvements are not undertaken, resulting in excess Bond proceeds being available to redeem Bonds, and such excess Bond proceeds shall be applied to redeem Bonds as provided in the Indenture, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the City Council to reflect only the amounts required to repay the Bonds, including interest on the Bonds and Administrative Expenses. The City Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on number of units, if determined by the City Council to be the most fair and practical means of reducing the Assessments for each Parcel, such that the sum of the resulting reduced Assessments equals the amount required to repay the Bonds, including interest on the Bonds and Administrative Expenses. The principal portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced principal portion of the Bonds is equal to the outstanding principal amount of the Bonds.

G. PAYMENT OF ASSESSMENTS

1. Payment in Full

(a) The Assessment for any Parcel may be paid in full at any time. Such payment shall include all Prepayment Costs. If prepayment in full will result in redemption of Bonds, the payment amount shall be reduced by the amount, if any, of interest through the date of redemption of Bonds and

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reserve funds applied to the redemption under the Trust Indenture, net of any other costs applicable to the redemption of Bonds.

(b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount.

(c) Upon payment in full of the Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the Trust Indenture; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate.

(d) At the option of the owner, the Assessment on any Parcel plus Prepayment Costs may be paid in part in an amount sufficient to allow for a convenient redemption of Bonds as determined by the Administrator. Upon the payment of such amounts for a Parcel, the Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial payment is made.

2. Payment in Annual Installments

Each Assessment for the Major Improvement Area shall be paid with interest based on the actual interest rate paid on the Initial Major Improvement Area Bonds and the obligation related to the Major Improvement Area's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement, respectively. The Major Improvement Area Assessment Roll - Initial Major Improvements sets forth for each year the Annual Installment for each Parcel based on an interest rate of 4.75% on the Initial Major Improvement Area Bonds, and an additional interest at the rate of 0.5% for Additional Interest Reserve. Interest on the obligation related to the Additional Major Improvements under the Reimbursement Agreement shall be paid based on an interest rate of 4.50% per annum for years 1 through 5 and 4.50% per annum following the fifth Annual Installment in accordance with the Reimbursement Agreement. Each Assessment shall be paid at a rate not to exceed five hundred basis points above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the establishment of the Assessments and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the City is the Bond Buyer Index for which the highest average rate during October 2021 was 2.50%. Furthermore, the Annual Installments may not exceed the amounts shown on the Major Improvement Area Assessment Roll - Initial Major Improvements or the Major Improvement Area Assessment Roll - Additional Major Improvements. The Major Improvement Area Assessment Roll - Initial Major Improvements, attached as Appendix G, have been updated with the actual interest rates on the Initial Major Improvement Area Bonds and the Major Improvement Area Assessment Roll - Additional Major Improvements, attached as Appendix H, has been updated with the actual interest rates under the Reimbursement Agreement.

Each Assessment for Phase #1 shall be paid with interest based on the actual interest rate paid on the Phase #1 Bonds and the obligation related to the remaining portion of Phase #1 Improvements and Phase #1's pro-rata share of the costs of the Additional Major Improvements under the

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Reimbursement Agreement, respectively. The Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements sets forth for each year the Annual Installment for each Parcel based on an interest rate of 4.75% on the Phase #1 Bonds, and an additional interest at the rate of 0.5% for Additional Interest Reserve. Interest on the obligation related to the remaining portion of Phase #1 Improvements and the Additional Major Improvements under the Reimbursement Agreement shall be paid based on an interest rate of 4.50% per annum for years 1 through 5 and 4.50% per annum following the fifth Annual Installment in accordance with the Reimbursement Agreement. Each Assessment shall be paid at a rate not to exceed five hundred basis points above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the establishment of the Assessments and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the City is the Bond Buyer Index for which the highest average rate during October 2021 was 2.50%. Furthermore, the Annual Installments may not exceed the amounts shown on the Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements or the Phase #1 Assessment Roll - Additional Major Improvements. The Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements, attached as Appendix I, has been updated with the actual interest rates on the Phase #1 Bonds and the Phase #1 Assessment Roll - Additional Major Improvements, attached as Appendix J, has been updated with the actual interest rates under the Reimbursement Agreement.

The Annual Installments shall be reduced to equal the actual costs of repaying the obligations and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

The City reserves and shall have the right and option to refund the Bonds in accordance with Section 372.027 of the PID Act. In the event of such refunding, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installments so that total Annual Installments of Assessments will be produced in annual amounts that are required to pay the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute Bonds for purposes of this Service and Assessment Plan.

H. COLLECTION OF ANNUAL INSTALLMENTS

No less frequently than annually, the Administrator shall prepare, and the City Council shall consider, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Each Annual Installment shall be reduced by any credits applied under the applicable Trust Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, including any existing deposits to a prepayment reserve. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case

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of delinquencies as are provided for ad valorem taxes of the City. The City Council may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the PID Act.

Any sale of property for nonpayment of the Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such property as they become due and payable.

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be calculated as of September 1 and updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the Initial Major Improvement Area Bonds and the Phase #1 Bonds will be due when billed and will be delinquent if not paid prior to February 1, 2023.

The collection of the first Annual Installment from any Lot or Parcel for the Major Improvement Area Assessments - Initial Major Improvements shall commence upon the earlier of: (i) with tax bills sent the first October after issuance of the Initial Major Improvement Area Bonds secured by the Major Improvement Area Assessed Property, or (ii) with tax bills sent the first October following the second anniversary of the levy of Assessments of the Major Improvement Area Assessments - Initial Major Improvements such that all Assessments in the applicable Phase begin collection immediately after the expiration of such two year period. Such first Annual Installment for a Major Improvement Area Lot or Parcel for which collection has begun, shall be due by January 31st of the following calendar year.

The collection of the first Annual Installment from any Lot or Parcel for the Major Improvement Area Assessments - Additional Major Improvements shall commence upon the earlier of: (i) with tax bills sent the first October after issuance of any Bonds secured by the Major Improvement Area Reimbursement Agreement Obligation for Additional Major Improvements, or (ii) with tax bills sent the first October following the second anniversary of the levy of Assessments of the Major Improvement Area Assessments - Additional Major Improvements such that all Assessments in the applicable Phase begin collection immediately after the expiration of such two year period. Such first Annual Installment for a Major Improvement Area Lot or Parcel for which collection has begun, shall be due by January 31st of the following calendar year.

The collection of the first Annual Installment from any Lot or Parcel for the Phase #1 Assessments - Phase #1 Improvements and Initial Major Improvements shall commence upon the earlier of: (i) with tax bills sent the first October after issuance of the Phase #1 Bonds secured by the Phase #1 Assessed Property, or (ii) with tax bills sent the first October following the second anniversary of the levy of Assessments of the Phase #1 Assessments - Phase #1 Improvements and Initial Major Improvements such that all Assessments in the applicable Phase begin collection immediately after the expiration of such two year period. Such first Annual Installment for a Phase #1 Lot or Parcel for which collection has begun, shall be due by January 31st of the following calendar year.

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The collection of the first Annual Installment from any Lot or Parcel for the Phase #1 Assessments - Additional Major Improvements shall commence upon the earlier of: (i) with tax bills sent the first October after issuance of any Bonds secured by the Phase #1 Reimbursement Agreement Obligation for Additional Major Improvements, or (ii) with tax bills sent the first October following the second anniversary of the levy of Assessments of the Phase #1 Assessments - Additional Major Improvements such that all Assessments in the applicable Phase begin collection immediately after the expiration of such two year period. Such first Annual Installment for a Phase #1 Major Lot or Parcel for which collection has begun, shall be due by January 31st of the following calendar year.

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VII. THE ASSESSMENT ROLL

A. MAJOR IMPROVEMENT AREA ASSESSMENT ROLLS

The City Council has evaluated each Parcel within the Major Improvement Area (based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner Association Property, the Public Property, the types of public improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within The Major Improvement Area.

The Major Improvement Area Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Major Improvement Area Projects being constructed at this time. Table VII-A summarizes the $26,030,092 in special benefit received by the Major Improvement Area Assessed Property from the Major Improvement Area Projects being constructed at this time, a portion of the costs of the PID formation, and the Initial Major Improvement Area Bond issuance costs. The par amount of the Initial Major Improvement Area Bonds and the Assessment amount of the Major Improvement Area reimbursement obligation under the Reimbursement Agreement is $26,030,092, which is equal to the benefit received by the Major Improvement Area Assessed Property from the Major Improvement Area Projects being constructed at this time. Accordingly, the total Assessment to be applied to all the Major Improvement Area Assessed Property is $26,030,092 plus, interest, Additional Interest, and annual Administrative Expenses. The Assessment for each Major Improvement Area Assessed Property is calculated based on the allocation methodologies described in Section V.D. The Major Improvement Area Assessment Roll - Initial Major Improvements is attached hereto as Appendix G and the Major Improvement Area Assessment Roll - Additional Major Improvements is attached as Appendix H. As Phases are developed, this SAP will be amended to identify the specific Authorized Improvements, which may include Authorized Improvements that confer a special benefit to the property inside each new Phase and/or additional Future Major Improvements that benefit all of the Property within the PID; and, the SAP will be amended to update the summary of the special benefits received by the Major Improvement Area Projects to include any Future Major Improvements being undertaken.

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Table VII-A
Major Improvement Area
Special Benefit Summary

Special Benefit	Initial Major Improvement Area Bonds	Major Improvement Area Reimbursement Agreement Obligation for Additional Major Improvements	Total
Initial Major Improvements[1]	$9,832,417	$0	$9,832,417
Additional Major Improvements[2]	$0	$12,780,092	$12,780,092
Total Major Improvement Area Projects	*$9,832,417*	*$12,780,092*	*$22,612,509*
PID Formation/Bond Costs of Issuance:			
Cost of Issuance	$861,908	$0	$861,908
Capitalized interest	$1,258,750	$0	$1,258,750
Reserve Fund	$869,425	$0	$869,425
Administrative Expense	$30,000	$0	$30,000
Underwriters Discount	$397,500	$0	$397,500
PID Formation/Bond Cost of Issuance	*$3,417,583*	*$0*	*$3,417,583*
Total Special Benefit	**$13,250,000**	**$12,780,092**	**$26,030,092**
Special Benefit:			
Total Special Benefit	$13,250,000	$12,780,092	$26,030,092
Assessment	$13,250,000	$12,780,092	$26,030,092
Excess Benefit	**$0**	**$0**	**$0**

[1]See Table III-A for details.
[2]See Table III-B for details.

B. Phase #1 Assessment Rolls

The City Council has evaluated each Parcel in Phase #1 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner Association Property, the Public Property, the types of public improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within Phase#1.

The Phase #1 Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Phase #1 Projects being constructed at this time. Table VII-B summarizes the $14,558,710 in special benefit received by the Phase #1 Assessed Property from the Phase #1 Projects being constructed at this time, a portion of the costs of the PID formation, and the Phase #1 Bond issuance costs. The par amount of the Phase #1 Bonds and the Assessment amount of the Phase #1 reimbursement obligation under the Reimbursement Agreement is $14,558,710, which is equal to the benefit received by the Phase #1 Assessed Property from the Phase #1 Projects being constructed at this time. Accordingly, the total Assessment to be applied to all the Phase #1 Assessed Property is $14,558,710 plus, interest, Additional Interest, and annual Administrative Expenses. The Assessment for each Phase #1 Assessed Property is calculated based on the allocation methodologies described in Section V.D. The Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements is attached hereto as Appendix I and the Phase

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#1 Assessment Roll - Additional Major Improvements is attached hereto as Appendix J. As Phases are developed, this SAP will be amended to identify the specific Authorized Improvements, which may include Authorized Improvements that confer a special benefit to the property inside each new Phase and/or additional Future Major Improvements that benefit all of the Property within the PID; and, the SAP will be amended to update the summary of the special benefits received by the Phase #1 Projects to include any Future Major Improvements being undertaken.

Table VII-B
Phase #1
Special Benefit Summary

Special Benefit	Phase #1 Bonds	Phase #1 Reimbursement Agreement Obligation for Phase #1 Improvements	Phase #1 Reimbursement Agreement Obligation for Additional Major Improvements	Total
Phase #1 Improvements[1]	$3,795,577	$4,858,659	$0	$8,654,236
Initial Major Improvements[1]	$1,790,326	$0	$0	$1,790,326
Additional Major Improvements[1]	$0	$0	$2,327,050	$2,327,050
Total Phase #1 Projects	*$5,585,903*	*$4,858,659*	*$2,327,050*	*$12,771,612*
PID Formation/Bond Costs of Issuance:				
Cost of Issuance	$445,369	$0	$0	$445,369
Capitalized interest	$599,262	$0	$0	$599,262
Reserve Fund	$491,278	$0	$0	$491,278
Administrative Expense	$30,000	$0	$0	$30,000
Underwriters Discount	$221,190	$0	$0	$221,190
PID Formation/Bond Cost of Issuance	*$1,787,098*	*$0*	*$0*	*$1,787,098*
Total Special Benefit	**$7,373,000**	**$4,858,659**	**$2,327,050**	**$14,558,710**
Special Benefit:				
Total Special Benefit	$7,373,000	$4,858,659	$2,327,050	$14,558,710
Assessment	$7,373,000	$4,858,659	$2,327,050	$14,558,710
Excess Benefit	**$0**	**$0**	**$0**	**$0**

[1]See Table III-C for details.

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Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

C. Future Phases Assessment Roll

As Future Phases are developed, this SAP will be amended to determine the Assessment for each Parcel or Lot located within such Future Phases (e.g. an appendix will be added as the Assessment Roll for Phases).

D. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Major Improvement Area Assessment Roll and Phase #1 Assessment Roll in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the City and permitted by the PID Act: (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI.G of this Service and Assessment Plan.

Once Bonds are issued, the Assessment Rolls shall be updated, which update may be done in the next Annual Service Plan Update, to reflect any changes resulting from the issuance of the Bonds. This update shall reflect the actual interest on the Bonds on which the Annual Installments shall be paid, any reduction in the Assessments, and any revisions in the Actual Costs to be funded by the Bonds and Developer funds.

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Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

The City may elect to designate a third party to serve as Administrator. The City shall notify Developer in writing at least thirty (30) days in advance before appointing a third party Administrator.

To the extent consistent with the PID Act, an owner of an Assessed Parcel claiming that a calculation error has been made in the Assessment Roll(s), including the calculation of the Annual Installment, shall send a written notice describing the error to the City not later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Parcel owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Parcel owner, such change or modification shall be presented to the City Council for approval to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Parcel owner (except for the final year during which the Annual Installment shall be collected or if it is determined there are sufficient funds to meet the expenses of the PID for the current year), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to the City Council. Any amendments made to the Assessment Roll(s) pursuant to calculation errors shall be made pursuant to the PID Act.

The decision of the Administrator, or if such decision is appealed to the City Council, the decision of the City Council shall be conclusive as long as there is a reasonable basis for such determination. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to any other appeal or legal action by such owner.

B. TERMINATION OF ASSESSMENTS

Each Assessment shall be extinguished on the date the Assessment is paid in full, including unpaid Annual Installments and Delinquent Collection Costs, if any. After the extinguishment of an Assessment and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the owner of the affected Parcel a recordable "Notice of the PID Assessment Termination".

C. AMENDMENTS

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

The City Council reserves the right to the extent permitted by the PID Act to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of Parcels:(i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; and (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, collection costs, and other charges imposed by the Service and Assessment Plan.

D. Administration and Interpretation of Provisions

The City Council shall administer the PID, this Service and Assessment Plan, and all Annual Service Plan Updates consistent with the PID Act and shall make all interpretations and determinations related to the application of this Service and Assessment Plan unless stated otherwise herein or in the Trust Indenture, such determination shall be conclusive.

E. Severability

If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan or the application of same to an assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service and Assessment Plan or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Service and Assessment Plan that no part hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this Service and Assessment Plan are declared to be severable for that purpose.

If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

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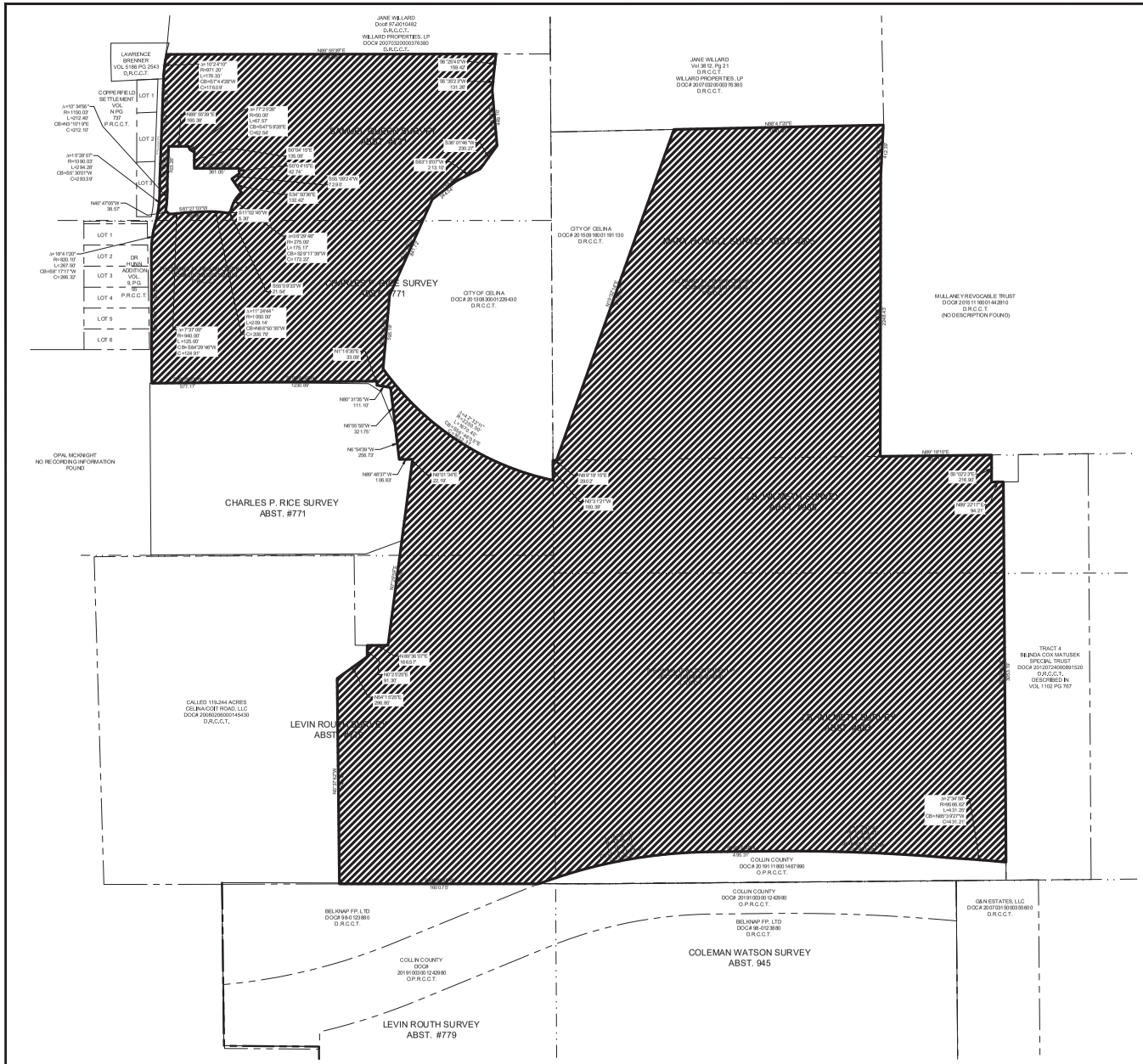
Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

APPENDIX A
PID MAP

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)



FIELD NOTE DESCRIPTION

652.282 ACRES

BEING a tract of land situated in the Samuel Queen Survey, Abstract Number 731, the Charles P. Rice Survey, Abstract Number 771, the Mary Howell Survey, Abstract Number 395, the J.B. Wilmeth Survey, Abstract Number 985, the J.B. Wilmeth Survey, Abstract Number 983 and the Levin Routh Survey, Abstract Number 779, Collin County, Texas and being all that tract of land conveyed to the City of Celina, according to the document filed of record in direct text in Document Number 20150918001191130, Deed Records Collin County, Texas (D.R.C.C.T.), a portion of those tracts of land conveyed to The Parks At Wilson Creek, L.P., according to the document filed of record in Document Number 20150916001178530 and Document Number 20130830001229380, (D.R.C.C.T.) and being more particularly described as follows:

BEGINNING at a point for the northwest corner of said The Parks At Wilson Creek, L.P. tract recorded in Document Number 20130830001229380 (D.R.C.C.T.);

THENCE North 89°58'39" East, a distance of 2644.88 feet to a point for corner;

THENCE South 6°25'40" West, a distance of 159.42 feet to a point for corner;

THENCE South 5°35'23" West, a distance of 131.26 feet to a point for corner;

THENCE South 4°57'40" East, a distance of 449.10 feet to a point for corner;

THENCE South 36°01'46" West, a distance of 230.27 feet to a point for corner;

THENCE South 63°18'07" West, a distance of 213.10 feet to a point for corner;

THENCE South 52°44'48" West, a distance of 244.54 feet to a point for corner;

THENCE South 23°59'18" West, a distance of 841.72 feet to a point for corner;

THENCE South 5°05'42" West, a distance of 595.18 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 42°32'11", a radius of 2250.00 feet, a chord bearing and distance of South 56°46'05" East, 1632.31 feet;

THENCE with said curve to the left, an arc distance of 1670.40 feet to a point for corner;

THENCE North 0°31'12" West, a distance of 160.39 feet to a point for corner;

THENCE North 89°18'15" East, a distance of 29.02 feet to a point for corner;

THENCE North 19°32'14" East, a distance of 2818.61 feet to a point for corner;

THENCE North 88°47'20" East, a distance of 1681.37 feet to a point for corner;

THENCE South 2°52'44" West, a distance of 412.39 feet to a point for corner;

THENCE South 0°09'08" West, a distance of 2248.43 feet to a point for corner;

THENCE North 89°18'15" East, a distance of 894.18 feet to a point for corner;

THENCE South 0°02'23" East, a distance of 216.90 feet to a point for corner;

THENCE North 89°22'17" East, a distance of 94.21 feet to a point for corner;

THENCE South 0°24'10" East, a distance of 3053.19 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 2°34'58", a radius of 9566.62 feet, a chord bearing and distance of North 85°39'27" West, 431.31 feet;

THENCE with said curve to the left, an arc distance of 431.25 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 5°36'34", a radius of 14829.57 feet, a chord bearing and distance of North 87°48'35" West, 1451.28 feet;

THENCE with said curve to the left, an arc distance of 1451.86 feet to a point for corner;

THENCE South 89°23'08" West, a distance of 495.31 feet to a point at the beginning of a tangent curve to the left having a central angle of 19°58'13", a radius of 4045.01 feet, a chord bearing and distance of South 79°23'28" West, 1399.27 feet;

THENCE with said curve to the left, an arc distance of 1406.35 feet to a point for corner;

THENCE South 89°59'30" West, a distance of 1600.75 feet to a point for corner;

THENCE North 0°37'42" West, a distance of 1649.41 feet to a point for corner;

THENCE North 54°18'25" East, a distance of 296.95 feet to a point for corner;

THENCE North 0°25'29" East, a distance of 913.30 feet to a point for corner;

THENCE North 89°36'01" East, a distance of 166.57 feet to a point for corner;

THENCE North 7°29'59" East, a distance of 1483.88 feet to a point for corner;

THENCE North 8°01'34" East, a distance of 22.19 feet to a point for corner;

THENCE North 89°48'37" West, a distance of 106.63 feet to a point for corner;

THENCE North 6°54'39" West, a distance of 258.73 feet to a point for corner;

THENCE North 6°55'55" West, a distance of 321.75 feet to a point for corner;

THENCE North 80°37'35" West, a distance of 111.10 feet to a point for corner;

THENCE North 1°16'35" East, a distance of 33.09 feet to a point for corner;

THENCE South 89°28'59" West, a distance of 1230.89 feet to a point for corner;

THENCE South 89°28'21" West, a distance of 577.17 feet to a point for corner;

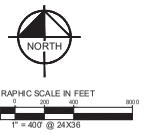
THENCE North 0°10'48" West, a distance of 1043.00 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 18°4'20", a radius of 820.10 feet, a chord bearing and distance of North 8°17'17" East, 266.32 feet;

THENCE with said curve to the right, an arc distance of 267.50 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 15°28'07", a radius of 1090.03 feet, a chord bearing and distance of North 9°30'01" East, 293.39 feet;

THENCE with said curve to the left, an arc distance of 294.28 feet to a point for corner;

THENCE North 2°06'44" East, a distance of 867.17 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 10°24'10", a radius of 971.20 feet, a chord bearing and distance of North 7°44'28" East, 176.09 feet;

THENCE with said curve to the right, an arc distance of 176.33 feet to the **POINT OF BEGINNING** and containing 652.282 acres or 28,413,384 square feet of land. **Save and Except** the following described 5.3146 acre tract of land.



LEGEND

D.R.C.C.T. = DEED RECORDS OF COLLIN COUNTY, TEXAS
O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS

NOTES

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

Bearings shown hereon were derived from the record documents and then rotated to match previous survey work done in the area. The boundaries and bearings are subject to change pending an on the ground survey.

This exhibit was prepared from field note descriptions of various properties recorded in the property records of Collin County, Texas and should not be used to convey title to real property.

SAVE & EXCEPT

5.3146 ACRES

BEING a tract of land situated in the Samuel Queen Survey, Abstract Number 731 and the Charles P. Rice Survey, Abstract Number 771, City of Celina, Collin County, Texas and being a portion of that tract of land conveyed to The Parks at Wilson Creek, L.P., according to the document filed of record in Document Number 20130830001229380, Deed Record Collin County, Texas and being more particularly described as follows:

BEGINNING at a point for the northwest corner of this tract from which the northwest corner of said The Parks At Wilson Creek, L.P. tract recorded in Document Number 20130830001229380 (D.R.C.C.T.) same being the northwest corner of the above described 646.9668 acre tract bears North 01°12'23" West, 738.14 feet;

THENCE North 89°58'39" East, a distance of 160.38 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 77°25'26", a radius of 50.00 feet, a chord bearing and distance of South 47°59'28" East, 62.54 feet;

THENCE with said curve to the left, an arc distance of 67.57 feet to a point for corner;

THENCE South 0°04'15" East, a distance of 135.09 feet to a point for corner;

THENCE North 89°58'39" East, a distance of 361.00 feet to a point for corner;

THENCE South 0°04'15" East, a distance of 42.74 feet to a point for corner;

THENCE South 55°09'24" West, a distance of 72.90 feet to a point for corner;

THENCE South 34°50'36" East, a distance of 132.42 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 36°39'48", a radius of 275.00 feet, a chord bearing and distance of South 29°17'36" West, 172.22 feet;

THENCE with said curve to the left, an arc distance of 175.17 feet to a point for corner;

THENCE South 11°02'45" West, a distance of 5.30 feet to a point for corner;

THENCE South 55°09'33" West, a distance of 21.84 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 11°34'44", a radius of 1050.00 feet, a chord bearing and distance of North 86°50'35" West, 208.79 feet;

THENCE with said curve to the left, an arc distance of 209.14 feet to a point for corner;

THENCE South 87°27'03" West, a distance of 145.99 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 7°37'09", a radius of 940.00 feet, a chord bearing and distance of South 84°23'46" West, 124.91 feet;

THENCE with said curve to the right, an arc distance of 125.00 feet to a point for corner;

THENCE North 40°47'05" West, a distance of 38.57 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 10°34'58", a radius of 1150.03 feet, a chord bearing and distance of North 31°10'19" East, 212.10 feet;

THENCE with said curve to the left, an arc distance of 212.40 feet to a point for corner;

THENCE North 2°06'44" East, a distance of 303.26 feet to the **POINT OF BEGINNING** and containing 5.3146 acres or 231,511 square feet of land, more or less.

The Parks at Wilson Creek
PID Boundary
(approx. 646.967 acres)
Samuel Queen Survey, Abstract Number 731
Charles Rice Survey, Abstract Number 771
Mary Howell Survey, Abstract Number 395
J.B. Wilmeth Survey, Abstract Number 985
J.B. Wilmeth Survey, Abstract Number 983
Levin Routh Survey, Abstract Number 779
Collin County, Texas

This document was prepared under 22 TAC §138.95, and does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Kimley»Horn
400 N. Oklahoma Drive, Suite 105
Celina, Texas 75009
Tel. No. (469) 501-2200

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 400'	SEP	KHA	06/24/2	234200	1 OF 2

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8.O.a

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

APPENDIX B
ESTIMATED COSTS OF AUTHORIZED IMPROVEMENTS

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

SUMMARY - MAJOR IMPROVEMENTS

Kimley»Horn

OPINION OF PROBABLE COST

PROJECT NAME:	**Parks at Wilson Creek**	LOTS: 2164		DATE: SEPTEMBER 2021	
CITY:	**Celina, Texas**	LF STREET: 117470		CREATED BY: JCR	
JOB NUMBER:	**063234200**	NET ACRES:		CHECKED BY: JCR	
		GROSS ACRES: 652.3		REVISED BY: JCR	

MAJOR IMPROVEMENTS

	PID PORTION	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7	Phase 8
		PID Portion	PID Portion	PID Portion	PID Portion	PID Portion	PID Portion	PID Portion	PID Portion
ROAD IMPROVEMENTS	**$21,102,197.58**	$8,036,364.59	$2,961,903.23	$3,055,695.53	$1,802,923.35	$934,820.57	$1,355,144.73	$2,719,211.98	$236,133.6
WATER DISTRIBUTION SYSTEM IMPROVEMENTS	**$1,605,476.77**	$520,974.21	$284,857.67	$165,391.80	$274,254.70	$107,164.09	$196,671.39	$0.00	$56,162.9
SANITARY SEWER IMPROVEMENTS	**$2,145,975.75**	$596,674.16	$368,519.89	$68,848.91	$0.00	$0.00	$1,111,932.79	$0.00	$0.0
STORM DRAIN IMPROVEMENTS	**$5,550,981.30**	$1,391,539.99	$1,270,032.59	$997,756.32	$412,796.68	$495,424.89	$776,366.49	$207,064.32	$0.0
SOFT COSTS	**$4,048,680.54**	$1,077,189.97	$701,497.42	$565,829.89	$367,142.46	$272,281.96	$490,307.36	$451,855.95	$122,575.5
CONSTRUCTION COSTS:	**$34,453,311.94**	**$11,622,742.93**	**$5,586,810.80**	**$4,853,522.46**	**$2,857,117.19**	**$1,809,691.51**	**$3,930,422.77**	**$3,378,132.25**	**$414,872.0**

NOTES:

- ROAD IMPROVEMENTS INCLUDE EXCAVATION, PAVING, STREET LIGHTS & SIGNS
- STORM DRAIN IMPROVEMENTS INCLUDE RETAINING WALLS
- SOFT COSTS INCLUDE MISCELLANEOUS, MAINTENANCE BONDS, PLATTING, ENGINEERING, AND STAKING

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

PH1 DIRECT

Kimley»Horn

OPINION OF PROBABLE COST

PROJECT NAME:	**Parks at Wilson Creek**	LOTS:	358	DATE:	SEPTEMBER 2021
CITY:	**Celina, Texas**	LF STREET:	13,635	CREATED BY:	JCR
JOB NUMBER:	**063234200**	NET ACRES:	111.6	CHECKED BY:	JCR
		GROSS ACRES:	18.2	REVISED BY:	JCR

SUMMARY

A. EXCAVATION	**$188,429.00**
B. SANITARY SEWER SYSTEM	**$979,387.09**
C. STORM SEWER SYSTEM	**$1,021,741.98**
D. WATER DISTRIBUTION SYSTEM	**$1,303,351.70**
E. STREET PAVING	**$3,580,758.83**
F. RETAINING WALLS	**$0.00**
G. MISCELLANEOUS ITEMS	**$293,467.65**

SUB-TOTAL:		$7,367,136.24
MAINTENANCE BONDS:	2%	$137,704.79
PLATTING, PERMITTING, ENGINEERING AND STAKING:	10%	$707,366.86
CONTINGENCIES:	6%	$442,028.17
TOTAL CONSTRUCTION COSTS:		**$8,654,236.06**

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

APPENDIX C-1
LEGAL DESCRIPTION

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

Legal Description of the Property
(approximately 646.967 acres)

FIELD NOTE DESCRIPTION
652.282 ACRES

BEING a tract of land situated in the Samuel Queen Survey, Abstract Number 731, the Charles P. Rice Survey, Abstract Number 771, the Mary Howell Survey, Abstract Number 395, the J.B. Wilmeth Survey, Abstract Number 985, the J.B. Wilmeth Survey, Abstract Number 983 and the Levin Routh Survey, Abstract Number 779, Collin County, Texas and being all that tract of land conveyed to the City of Celina, according to the document filed of record in described in Document Number 20150918001191130, Deed Records Collin County, Texas (D.R.C.C.T.) a portion of those tracts of land conveyed to The Parks At Wilson Creek, L.P., according to the document filed of record in Document Number 20150916001178630 and Document Number 20130830001229380, (D.R.C.C.T.) and being more particularly described as follows:

BEGINNING at a point for the northwest corner of said The Parks At Wilson Creek, L.P. tract recorded in Document Number 20130830001229380 (D.R.C.C.T.);

THENCE North 89°55'39" East, a distance of 2644.88 feet to a point for corner;

THENCE South 6°25'40" West, a distance of 159.42 feet to a point for corner;

THENCE South 5°35'23" West, a distance of 131.26 feet to a point for corner;

THENCE South 4°57'45" East, a distance of 449.10 feet to a point for corner;

THENCE South 36°01'46" West, a distance of 230.27 feet to a point for corner;

THENCE South 63°18'07" West, a distance of 213.10 feet to a point for corner;

THENCE South 52°44'48" West, a distance of 244.54 feet to a point for corner;

THENCE South 23°59'18" West, a distance of 841.72 feet to a point for corner;

THENCE South 5°05'42" West, a distance of 595.18 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 42°32'11", a radius of 2250.00 feet, a chord bearing and distance of South 56°46'05" East, 1632.31 feet;

THENCE with said curve to the left, an arc distance of 1670.40 feet to a point for corner;

THENCE North 0°31'21" West, a distance of 160.39 feet to a point for corner;

THENCE North 89°18'15" East, a distance of 29.02 feet to a point for corner;

THENCE North 19°32'14" East, a distance of 2818.61 feet to a point for corner;

THENCE North 88°47'20" East, a distance of 1681.37 feet to a point for corner;

THENCE South 2°52'44" West, a distance of 412.39 feet to a point for corner;

THENCE South 0°06'08" West, a distance of 2248.43 feet to a point for corner;

THENCE North 89°18'15" East, a distance of 894.18 feet to a point for corner;

THENCE South 0°02'23" East, a distance of 216.90 feet to a point for corner;

THENCE North 89°22'17" East, a distance of 94.21 feet to a point for corner;

THENCE South 0°24'10" East, a distance of 3053.19 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 2°34'58", a radius of 9566.62 feet, a chord bearing and distance of North 85°39'27" West, 431.21 feet;

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

THENCE with said curve to the left, an arc distance of 431.25 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 5°36'34", a radius of 14829.57 feet, a chord bearing and distance of North 87°48'35" West, 1451.28 feet;

THENCE with said curve to the left, an arc distance of 1451.86 feet to a point for corner;

THENCE South 89°23'08" West, a distance of 495.31 feet to a point at the beginning of a tangent curve to the left having a central angle of 19°55'13", a radius of 4045.01 feet, a chord bearing and distance of South 79°25'28" West, 1399.27 feet;

THENCE with said curve to the left, an arc distance of 1406.35 feet to a point for corner;

THENCE South 89°59'30" West, a distance of 1600.75 feet to a point for corner;

THENCE North 0°37'42" West, a distance of 1649.41 feet to a point for corner;

THENCE North 54°15'25" East, a distance of 296.95 feet to a point for corner;

THENCE North 0°25'25" East, a distance of 91.30 feet to a point for corner;

THENCE North 89°36'07" East, a distance of 166.57 feet to a point for corner;

THENCE North 7°29'59" East, a distance of 1483.88 feet to a point for corner;

THENCE North 8°01'34" East, a distance of 22.19 feet to a point for corner;

THENCE North 89°48'37" West, a distance of 106.63 feet to a point for corner;

THENCE North 6°54'39" West, a distance of 258.73 feet to a point for corner;

THENCE North 6°55'55" West, a distance of 321.75 feet to a point for corner;

THENCE North 80°31'35" West, a distance of 111.10 feet to a point for corner;

THENCE North 1°16'35" East, a distance of 33.09 feet to a point for corner;

THENCE South 89°28'59" West, a distance of 1230.89 feet to a point for corner;

THENCE South 89°28'21" West, a distance of 577.17 feet to a point for corner;

THENCE North 0°10'48" West, a distance of 1043.00 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 18°41'20", a radius of 820.10 feet, a chord bearing and distance of North 8°17'17" East, 266.32 feet;

THENCE with said curve to the right, an arc distance of 267.50 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 15°28'07", a radius of 1090.03 feet, a chord bearing and distance of North 5°30'01" East, 293.39 feet;

THENCE with said curve to the left, an arc distance of 294.28 feet to a point for corner;

THENCE North 2°06'44" East, a distance of 867.17 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 10°24'10", a radius of 971.20 feet, a chord bearing and distance of North 7°44'28" East, 176.09 feet;

THENCE with said curve to the right, an arc distance of 176.33 feet to the **POINT OF BEGINNING** and containing 652.282 acres or 28,413,384 square feet of land.

SAVE AND EXCEPT the following described 5.315 acre tract of land.

SAVE AND EXCEPT:
5.315 ACRES

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BEING a tract of land situated in the Samuel Queen Survey, Abstract Number 731 and the Charles P. Rice Survey, Abstract Number 771, City of Celina, Collin County, Texas and being a portion of that tract of land conveyed to The Parks at Wilson Creek, L.P., according to the document filed of record in Document Number 20130830001229380, Deed Record Collin County, Texas and being more particularly described as follows:

BEGINNING at a point for the northwest corner of this tract from which the northwest corner of said The Parks At Wilson Creek, L.P. tract recorded in Document Number 20130830001229380 (D.R.C.C.T.) same being the northwest corner of the above described 646.9668 acre tract bears North 01°12'23" West, 738.14 feet;

THENCE North 89°55'39" East, a distance of 160.38 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 77°25'26", a radius of 50.00 feet, a chord bearing and distance of South 47°59'28" East, 62.54 feet;

THENCE with said curve to the left, an arc distance of 67.57 feet to a point for corner;

THENCE South 0°04'15" East, a distance of 135.09 feet to a point for corner;

THENCE North 89°55'39" East, a distance of 361.00 feet to a point for corner;

THENCE South 0°04'15" East, a distance of 42.74 feet to a point for corner;

THENCE South 55°09'24" West, a distance of 72.90 feet to a point for corner;

THENCE South 34°50'36" East, a distance of 132.42 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 36°29'48", a radius of 275.00 feet, a chord bearing and distance of South 29°17'39" West, 172.22 feet;

THENCE with said curve to the left, an arc distance of 175.17 feet to a point for corner;

THENCE South 11°02'45" West, a distance of 5.30 feet to a point for corner;

THENCE South 55°09'33" West, a distance of 21.54 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 11°24'44", a radius of 1050.00 feet, a chord bearing and distance of North 86°50'35" West, 208.79 feet;

THENCE with said curve to the left, an arc distance of 209.14 feet to a point for corner;

THENCE South 87°27'03" West, a distance of 145.99 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 7°37'09", a radius of 940.00 feet, a chord bearing and distance of South 84°29'46" West, 124.91 feet;

THENCE with said curve to the right, an arc distance of 125.00 feet to a point for corner;

THENCE North 40°47'05" West, a distance of 38.57 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 10°34'56", a radius of 1150.03 feet, a chord bearing and distance of North 3°10'19" East, 212.10 feet;

THENCE with said curve to the left, an arc distance of 212.40 feet to a point for corner;

THENCE North 2°06'44" East, a distance of 303.26 feet to the **POINT OF BEGINNING** and containing 5.315 acres or 231,511 square feet of land, more or less.

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APPENDIX C-2
LEGAL DESCRIPTION - MAJOR IMPROVEMENT AREA

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

METES AND BOUNDS DESCRIPTION
The Parks at Wilson Creek - Major Improvement Area
(approx. 537.7543 acres)

FIELD NOTE DESCRIPTION

652.282 ACRES

BEING a tract of land situated in the Samuel Queen Survey, Abstract Number 731, the Charles P. Rice Survey, Abstract Number 771, the Mary Howell Survey, Abstract Number 395, the J.B. Wilmeth Survey, Abstract Number 985, the J.B. Wilmeth Survey, Abstract Number 983 and the Levin Routh Survey, Abstract Number 779, Collin County, Texas and being all that tract of land conveyed to the City of Celina, according to the document filed of record in described in Document Number 20150918001191130, Deed Records Collin County, Texas (D.R.C.C.T.) a portion of those tracts of land conveyed to The Parks At Wilson Creek, L.P., according to the document filed of record in Document Number 20150916001178630 and Document Number 20130830001229380, (D.R.C.C.T.) and being more particularly described as follows:

BEGINNING at a point for the northwest corner of said The Parks At Wilson Creek, L.P. tract recorded in Document Number 20130830001229380 (D.R.C.C.T.);

THENCE North 89°55'39" East, a distance of 2644.88 feet to a point for corner;

THENCE South 6°25'40" West, a distance of 159.42 feet to a point for corner;

THENCE South 5°35'23" West, a distance of 131.26 feet to a point for corner;

THENCE South 4°57'45" East, a distance of 449.10 feet to a point for corner;

THENCE South 36°01'46" West, a distance of 230.27 feet to a point for corner;

THENCE South 63°18'07" West, a distance of 213.10 feet to a point for corner;

THENCE South 52°44'48" West, a distance of 244.54 feet to a point for corner;

THENCE South 23°59'18" West, a distance of 841.72 feet to a point for corner;

THENCE South 5°05'42" West, a distance of 595.18 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 42°32'11", a radius of 2250.00 feet, a chord bearing and distance of South 56°46'05" East, 1632.31 feet;

THENCE with said curve to the left, an arc distance of 1670.40 feet to a point for corner;

THENCE North 0°31'21" West, a distance of 160.39 feet to a point for corner;

THENCE North 89°18'15" East, a distance of 29.02 feet to a point for corner;

THENCE North 19°32'14" East, a distance of 2818.61 feet to a point for corner;

THENCE North 88°47'20" East, a distance of 1681.37 feet to a point for corner;

THENCE South 2°52'44" West, a distance of 412.39 feet to a point for corner;

THENCE South 0°06'08" West, a distance of 2248.43 feet to a point for corner;

THENCE North 89°18'15" East, a distance of 894.18 feet to a point for corner;

THENCE South 0°02'23" East, a distance of 216.90 feet to a point for corner;

THENCE North 89°22'17" East, a distance of 94.21 feet to a point for corner;

THENCE South 0°24'10" East, a distance of 3053.19 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 2°34'58", a radius of 9566.62 feet, a chord bearing and distance of North 85°39'27" West, 431.21 feet;

THENCE with said curve to the left, an arc distance of 431.25 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 5°36'34", a radius of 14829.57 feet, a chord bearing and distance of North 87°48'35" West, 1451.28 feet;

THENCE with said curve to the left, an arc distance of 1451.86 feet to a point for corner;

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THENCE South 89°23'08" West, a distance of 495.31 feet to a point at the beginning of a tangent curve to the left having a central angle of 19°55'13", a radius of 4045.01 feet, a chord bearing and distance of South 79°25'28" West, 1399.27 feet;

THENCE with said curve to the left, an arc distance of 1406.35 feet to a point for corner;

THENCE South 89°59'30" West, a distance of 1600.75 feet to a point for corner;

THENCE North 0°37'42" West, a distance of 1649.41 feet to a point for corner;

THENCE North 54°15'25" East, a distance of 296.95 feet to a point for corner;

THENCE North 0°25'25" East, a distance of 91.30 feet to a point for corner;

THENCE North 89°36'07" East, a distance of 166.57 feet to a point for corner;

THENCE North 7°29'59" East, a distance of 1483.88 feet to a point for corner;

THENCE North 8°01'34" East, a distance of 22.19 feet to a point for corner;

THENCE North 89°48'37" West, a distance of 106.63 feet to a point for corner;

THENCE North 6°54'39" West, a distance of 258.73 feet to a point for corner;

THENCE North 6°55'55" West, a distance of 321.75 feet to a point for corner;

THENCE North 80°31'35" West, a distance of 111.10 feet to a point for corner;

THENCE North 1°16'35" East, a distance of 33.09 feet to a point for corner;

THENCE South 89°28'59" West, a distance of 1230.89 feet to a point for corner;

THENCE South 89°28'21" West, a distance of 577.17 feet to a point for corner;

THENCE North 0°10'48" West, a distance of 1043.00 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 18°41'20", a radius of 820.10 feet, a chord bearing and distance of North 8°17'17" East, 266.32 feet;

THENCE with said curve to the right, an arc distance of 267.50 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 15°28'07", a radius of 1090.03 feet, a chord bearing and distance of North 5°30'01" East, 293.39 feet;

THENCE with said curve to the left, an arc distance of 294.28 feet to a point for corner;

THENCE North 2°06'44" East, a distance of 867.17 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 10°24'10", a radius of 971.20 feet, a chord bearing and distance of North 7°44'28" East, 176.09 feet;

THENCE with said curve to the right, an arc distance of 176.33 feet to the **POINT OF BEGINNING** and containing 652.282 acres or 28,413,403 square feet of land. **Save and Except** the following described 5.315 acre tract of land and the 109.2127 acre tract of land.

SAVE & EXCEPT
5.315 ACRES

BEING a tract of land situated in the Samuel Queen Survey, Abstract Number 731 and the Charles P. Rice Survey, Abstract Number 771, City of Celina, Collin County, Texas and being a portion of that tract of land conveyed to The Parks at Wilson Creek, L.P., according to the document filed of record in Document Number 20130830001229380, Deed Record Collin County, Texas and being more particularly described as follows:

BEGINNING at a point for the northwest corner of this tract from which the northwest corner of said The Parks At Wilson Creek, L.P. tract recorded in Document Number 20130830001229380 (D.R.C.C.T.) same being the northwest corner of the above described 646.9668 acre tract bears North 01°12'23" West, 738.14 feet;

THENCE North 89°55'39" East, a distance of 160.38 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 77°25'26", a radius of 50.00 feet, a chord bearing and distance of South 47°59'28" East, 62.54 feet;

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THENCE with said curve to the left, an arc distance of 67.57 feet to a point for corner;

THENCE South 0°04'15" East, a distance of 135.09 feet to a point for corner;

THENCE North 89°55'39" East, a distance of 361.00 feet to a point for corner;

THENCE South 0°04'15" East, a distance of 42.74 feet to a point for corner;

THENCE South 55°09'24" West, a distance of 72.90 feet to a point for corner;

THENCE South 34°50'36" East, a distance of 132.42 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 36°29'48", a radius of 275.00 feet, a chord bearing and distance of South 29°17'39" West, 172.22 feet;

THENCE with said curve to the left, an arc distance of 175.17 feet to a point for corner;

THENCE South 11°02'45" West, a distance of 5.30 feet to a point for corner;

THENCE South 55°09'33" West, a distance of 21.54 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 11°24'44", a radius of 1050.00 feet, a chord bearing and distance of North 86°50'35" West, 208.79 feet;

THENCE with said curve to the left, an arc distance of 209.14 feet to a point for corner;

THENCE South 87°27'03" West, a distance of 145.99 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 7°37'09", a radius of 940.00 feet, a chord bearing and distance of South 84°29'46" West, 124.91 feet;

THENCE with said curve to the right, an arc distance of 125.00 feet to a point for corner;

THENCE North 40°47'05" West, a distance of 38.57 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 10°34'56", a radius of 1150.03 feet, a chord bearing and distance of North 3°10'19" East, 212.10 feet;

THENCE with said curve to the left, an arc distance of 212.40 feet to a point for corner;

THENCE North 2°06'44" East, a distance of 303.26 feet to the **POINT OF BEGINNING** and containing 5.315 acres or 231,521 square feet of land, more or less.

SAVE & EXCEPT
109.2127 acres from the following described 111.631 acres

BEING a tract of land situated in the Charles P. Rice Survey, Abstract Number 771, the J.B. Wilmeth Survey, Abstract Number 985, the J.B. Wilmeth Survey, Abstract Number 983 and the Levin Routh Survey, Abstract Number 779, City of Celina, Collin County, Texas and being a portion of that tract of land conveyed to The Parks At Wilson Creek, L.P., according to the document filed of record in Document Number 20130830001229380, Deed Records Collin County, Texas, said tract being more particularly described as follows:

BEGINNING at a point in the west line of said The Parks at Wilson Creek tract same being common with the east line of that tract of land described as Tract 4 conveyed to Bilinda Cox Matusex Special Trust, according to the document filed of record in Document No. 20120724000891520 (D.R.C.C.T.) for the southeast corner of this tract from which an iron pipe found in the north line of that tract of land conveyed to Collin County, according to the document filed of record in Document No. 20191003001242980 (D.R.C.C.T.) at the southeast corner of that tract of land conveyed to Collin County, according to the document filed of record in Document No. 20191118001467990 same being common with the southwest corner of that tract of land conveyed to Collin County, according to the document filed of record in Document No. 2019112700151754 (O.P.R.C.C.T.) bears South 0°24'10" East, 568.32 feet;

THENCE leaving said common line over and across the above-mentioned Parks at Wilson Creek tract the

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following sixteen (16) courses and distances:

South 89°35'50" West, a distance of 753.85 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the right having a central angle of 11°42'08", a radius of 278.29 feet, a chord bearing and distance of North 84°31'20" West, 56.74 feet;

With said curve to the right, an arc distance of 56.84 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 58°53'22" West, a distance of 14.93 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 71°45'57" West, a distance of 51.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 18°38'15", a radius of 224.50 feet, a chord bearing and distance of North 8°54'57" East, 72.70 feet;

With said curve to the left, an arc distance of 73.03 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°24'10" West, a distance of 61.05 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract

North 18°50'16" West, a distance of 15.81 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 89°35'50" West, a distance of 247.01 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 0°24'10" East, a distance of 115.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 6°10'42" East, a distance of 41.52 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 2°19'10" West, a distance of 124.12 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 87°30'12" West, a distance of 115.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 2°29'48" West, a distance of 120.81 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 88°08'58" West, a distance of 6.37 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 167°34'35", a radius of 50.00 feet, a chord bearing and distance of South 85°14'50" West, 99.41 feet;

With said curve to the left, an arc distance of 146.24 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 1°27'33" West, a distance of 89.92 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set in the north line the above-mentioned Collin County tract recorded in 20191118001467990 same being common with the south line of the above-mentioned Parks at Wilson Creek tract at the beginning of a non-tangent curve to the left having a central angle of 2°04'24", a radius of 14,835.50 feet, a chord bearing and distance of North 89°34'39" West, 536.79 feet;

THENCE with said common line the following three (3) courses and distances:

With said curve to the left, an arc distance of 536.82 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

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South 89°23'08" West, a distance of 495.31 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 19°55'22", a radius of 4,044.50 feet, a chord bearing and distance of South 79°25'28" West, 1,399.27 feet;

With said curve to the left, an arc distance of 1,406.35 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set in the south line of the above-mentioned Parks at Wilson Creek tract same being common with the north line of that tract of land conveyed to Belknap FP, LTD, according to the document filed of record in Document No. 98-0123880 (D.R.C.C.T.) for corner of this tract;

THENCE South 89°59'30" West, with said common line, a distance of 198.32 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

THENCE leaving said common line over and across the above-mentioned Parks at Wilson Creek tract the seventy-seven (77) courses and distances:

North 0°01'00" West, a distance of 74.15 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 19°17'00" East, a distance of 125.68 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°45'05" West, a distance of 15.70 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 25°47'06" East, a distance of 39.50 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the right having a central angle of 64°11'54", a radius of 175.00 feet, a chord bearing and distance of North 32°06'57" West, 185.99 feet;

With said curve to the right, an arc distance of 196.08 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°01'00" West, a distance of 13.94 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 33°42'08", a radius of 59.50 feet, a chord bearing and distance of North 16°52'04" West, 34.50 feet;

With said curve to the left, an arc distance of 35.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°01'00" West, a distance of 288.25 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 53°20'47", a radius of 59.50 feet, a chord bearing and distance of North 26°39'24" East, 53.42 feet;

With said curve to the left, an arc distance of 55.40 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°01'00" West, a distance of 230.50 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 44°59'00" East, a distance of 14.14 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°59'00" East, a distance of 151.89 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 21°27'23", a radius of 400.00 feet, a chord bearing and distance of North 79°15'18" East, 148.92 feet;

With said curve to the left, an arc distance of 149.79 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 69°24'36" East, a distance of 14.68 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

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South 26°37'56" East, a distance of 111.19 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the right having a central angle of 26°36'57", a radius of 224.00 feet, a chord bearing and distance of South 13°19'28" East, 103.12 feet;

With said curve to the right, an arc distance of 104.06 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 0°01'00" East, a distance of 63.29 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°59'00" East, a distance of 50.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 0°01'00" East, a distance of 9.50 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 45°01'00" East, a distance of 14.14 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°59'00" East, a distance of 10.36 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°01'00" West, a distance of 130.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°55'27" East, a distance of 59.77 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 79°19'17" East, a distance of 59.51 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 68°42'43" East, a distance of 48.61 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 84°25'55" East, a distance of 100.47 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 82°39'44" East, a distance of 50.41 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 88°52'15" East, a distance of 96.10 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 74°08'46" East, a distance of 58.97 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 71°47'29" East, a distance of 58.97 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 69°55'04" East, a distance of 135.86 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 73°42'14" East, a distance of 50.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 57°24'52" East, a distance of 27.52 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 60°41'20" East, a distance of 300.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 57°04'00" East, a distance of 195.94 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for

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corner of this tract;

North 51°36'59" East, a distance of 48.76 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 48°51'25" East, a distance of 380.81 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 6°50'27", a radius of 1,462.50 feet, a chord bearing and distance of North 44°57'48" West, 174.51 feet;

With said curve to the left, an arc distance of 174.62 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 48°23'02" West, a distance of 1,384.33 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the right having a central angle of 27°33'26", a radius of 1,039.82 feet, a chord bearing and distance of North 34°32'21" West, 495.31 feet;

With said curve to the right, an arc distance of 500.11 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 2°01'38", a radius of 684.50 feet, a chord bearing and distance of North 21°44'34" West, 24.22 feet;

With said curve to the left, an arc distance of 24.22 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; North 29°53'35" West, a distance of 17.98 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 11°20'04", a radius of 682.50 feet, a chord bearing and distance of North 29°55'17" West, 134.79 feet;

With said curve to the left, an arc distance of 135.01 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; North 35°35'18" West, a distance of 15.71 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 18°14'07", a radius of 22.50 feet, a chord bearing and distance of North 44°42'22" West, 7.13 feet;

With said curve to the left, an arc distance of 7.16 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; North 53°49'25" West, a distance of 33.94 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 20°54'23", a radius of 52.50 feet, a chord bearing and distance of North 64°16'37" West, 19.05 feet; With said curve to the left, an arc distance of 19.16 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; North 0°22'23" West, a distance of 112.15 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; North 73°37'28" East, a distance of 16.80 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; North 72°21'44" East, a distance of 41.26 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 33°14'54", a radius of 21.50 feet, a chord bearing and distance of North 55°44'15" East, 12.30 feet;

With said curve to the left, an arc distance of 12.48 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; North 39°06'48" East, a distance of 12.80 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 23°02'50", a radius of 51.50 feet, a chord bearing and distance of North 27°35'23" East, 20.58 feet;

With said curve to the left, an arc distance of 20.72 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; South 89°34'21" East, a distance of 105.94 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 5°42'23", a radius of 491.50 feet, a chord bearing and distance of South 17°51'23" East, 48.93 feet;

With said curve to the left, an arc distance of 48.95 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a compound curve to the left having a central angle of 33°22'24", a radius of 21.50 feet, a chord bearing and distance of South 37°23'47" East, 12.35 feet;

With said curve to the left, an arc distance of 12.52 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; South 56°46'24" East, a distance of 10.94 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 23°10'06", a radius of 51.50 feet, a chord bearing and distance of South 68°21'27" East, 20.68 feet;

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With said curve to the left, an arc distance of 20.82 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; South 5°37'50" East, a distance of 104.28 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 6°12'32", a radius of 411.50 feet, a chord bearing and distance of South 65°55'51" West, 44.57 feet;

With said curve to the left, an arc distance of 44.59 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a compound curve to the left having a central angle of 38°50'36", a radius of 21.50 feet, a chord bearing and distance of South 43°24'17" West, 14.30 feet;

With said curve to the left, an arc distance of 14.58 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; South 23°59'00" West, a distance of 7.88 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 44°18'41", a radius of 51.50 feet, a chord bearing and distance of South 1°49'39" West, 38.84 feet;

With said curve to the left, an arc distance of 39.83 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; South 20°19'41" East, a distance of 61.90 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; South 13°07'29" East, a distance of 24.96 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the right having a central angle of 3°33'57", a radius of 525.50 feet, a chord bearing and distance of South 17°16'25" East, 32.70 feet;

With said curve to the right, an arc distance of 32.71 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a reverse curve to the left having a central angle of 14°16'40", a radius of 494.50 feet, a chord bearing and distance of South 22°37'46" East, 122.91 feet;

With said curve to the left, an arc distance of 123.23 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a compound curve to the left having a central angle of 18°36'55", a radius of 962.50 feet, a chord bearing and distance of South 39°04'34" East, 311.34 feet;

With said curve to the left, an arc distance of 312.72 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; South 48°23'02" East, a distance of 1383.70 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the right having a central angle of 17°54'58", a radius of 1,537.50 feet, a chord bearing and distance of South 39°25'33" East, 478.81 feet;

With said curve to the right, an arc distance of 480.77 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 59°31'36" East, a distance of 13.08 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 41°38'43" East, a distance of 736.15 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 53°37'24" East, a distance of 118.57 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 67°35'47" East, a distance of 50.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°35'50" East, a distance of 1,021.96 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 0°24'10" East, a distance of 26.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°35'50" East, a distance of 130.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set in the west line of the above-mentioned Parks at Wilson Creek tract being common with the east line of the above-mentioned Bilinda Cox tract for corner of this tract from which an iron rod found for the westerly line of said Parks at Wilson Creek tract being common with the northwest corner of said Bilinda Cox tract bears North 0°24'10” East, 1,203.03 feet;

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THENCE South 0°24'10" East, with said common line, a distance of 1,426.55 feet to the **POINT OF BEGINNING** and containing 111.631 acres or 4,862,646 square feet of land, more or less.

SAVE AND EXCEPT

2.419 ACRES

BEING a tract of land situated in the J.B. Wilmeth Survey, Abstract Number 983 and the Levin Routh Survey, Abstract Number 779, City of Celina, Collin County, Texas and being a portion of that tract of land conveyed to The Parks At Wilson Creek, L.P., according to the document filed of record in Document Number 20130830001229380, Deed Records Collin County, Texas (D.R.C.C.T.), said tract being more particularly described as follows:

BEGINNING at a point in the northwest intersection of Eden Way and Lakeside Drive for the southeast corner of this tract;
THENCE with said Lakeside Drive the following three (3) courses and distances:

South 53°49'57" West, a distance of 255.49 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 112°00'01", a radius of 175.00 feet, a chord bearing and distance of North 70°01'19" West, 290.16 feet;
With said curve to the right, an arc distance of 342.09 feet to a point for corner;
North 14°01'18" West, a distance of 28.28 feet to a point for corner;
THENCE North 60°41'20" East, leaving the above-mentioned Lakeside Drive, a distance of 474.31 feet to a point for corner;
THENCE South 29°18'40" East, a distance of 130.00 feet to a point for corner;
THENCE South 60°41'20" West, a distance of 46.16 feet to a point for corner;
THENCE South 29°18'40" East, a distance of 50.00 feet to a point for corner;
THENCE North 60°41'20" East, a distance of 5.08 feet to a point for corner;
THENCE South 75°11'23" East, a distance of 14.36 feet to a point for corner;
THENCE South 32°47'39" East, a distance of 15.60 feet to a point for corner;
THENCE South 9°39'22" West, a distance of 14.34 feet to the **POINT OF BEGINNING**

and containing 2.419 acres or 105,371 square feet of land, more or less.

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APPENDIX C-3
LEGAL DESCRIPTION - PHASE #1

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METES AND BOUNDS DESCRIPTION
The Parks at Wilson Creek - Phase 1
(approx. 109.2127 acres)

WHEREAS THE PARKS AT WILSON CREEK, L.P., is the owner of a tract of land situated in the Charles P. Rice Survey, Abstract Number 771, the J.B. Wilmeth Survey, Abstract Number 985, the J.B. Wilmeth Survey, Abstract Number 983 and the Levin Routh Survey, Abstract Number 779, City of Celina, Collin County, Texas and being a portion of that tract of land conveyed to The Parks At Wilson Creek, L.P., according to the document filed of record in Document Number 20130830001229380, Deed Records Collin County, Texas, said tract being more particularly described as follows:

BEGINNING at a point in the west line of said The Parks at Wilson Creek tract same being common with the east line of that tract of land described as Tract 4 conveyed to Bilinda Cox Matusex Special Trust, according to the document filed of record in Document No. 20120724000891520 (D.R.C.C.T.) for the southeast corner of this tract from which an iron pipe found in the north line of that tract of land conveyed to Collin County, according to the document filed of record in Document No. 20191003001242980 (D.R.C.C.T.) at the southeast corner of that tract of land conveyed to Collin County, according to the document filed of record in Document No. 20191118001467990 same being common with the southwest corner of that tract of land conveyed to Collin County, according to the document filed of record in Document No. 2019112700151754 (O.P.R.C.C.T.) bears South 0°24'10" East, 568.32 feet;

THENCE leaving said common line over and across the above-mentioned Parks at Wilson Creek tract the following sixteen (16) courses and distances:

South 89°35'50" West, a distance of 753.85 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the right having a central angle of 11°42'08", a radius of 278.29 feet, a chord bearing and distance of North 84°31'20" West, 56.74 feet;

With said curve to the right, an arc distance of 56.84 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 58°53'22" West, a distance of 14.93 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 71°45'57" West, a distance of 51.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 18°38'15", a radius of 224.50 feet, a chord bearing and distance of North 8°54'57" East, 72.70 feet;

With said curve to the left, an arc distance of 73.03 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°24'10" West, a distance of 61.05 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract

North 18°50'16" West, a distance of 15.81 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 89°35'50" West, a distance of 247.01 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 0°24'10" East, a distance of 115.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 6°10'42" East, a distance of 41.52 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

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South 2°19'10" West, a distance of 124.12 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 87°30'12" West, a distance of 115.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 2°29'48" West, a distance of 120.81 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 88°08'58" West, a distance of 6.37 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 167°34'35", a radius of 50.00 feet, a chord bearing and distance of South 85°14'50" West, 99.41 feet;

With said curve to the left, an arc distance of 146.24 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 1°27'33" West, a distance of 89.92 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set in the north line the above-mentioned Collin County tract recorded in 20191118001467990 same being common with the south line of the above-mentioned Parks at Wilson Creek tract at the beginning of a non-tangent curve to the left having a central angle of 2°04'24", a radius of 14,835.50 feet, a chord bearing and distance of North 89°34'39" West, 536.79 feet;

THENCE with said common line the following three (3) courses and distances:

With said curve to the left, an arc distance of 536.82 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 89°23'08" West, a distance of 495.31 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 19°55'22", a radius of 4,044.50 feet, a chord bearing and distance of South 79°25'28" West, 1,399.27 feet;

With said curve to the left, an arc distance of 1,406.35 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set in the south line of the above-mentioned Parks at Wilson Creek tract same being common with the north line of that tract of land conveyed to Belknap FP, LTD, according to the document filed of record in Document No. 98-0123880 (D.R.C.C.T.) for corner of this tract;

THENCE South 89°59'30" West, with said common line, a distance of 198.32 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

THENCE leaving said common line over and across the above-mentioned Parks at Wilson Creek tract the seventy-seven (77) courses and distances:

North 0°01'00" West, a distance of 74.15 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 19°17'00" East, a distance of 125.68 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°45'05" West, a distance of 15.70 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 25°47'06" East, a distance of 39.50 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the right having a central angle of 64°11'54", a radius of 175.00 feet, a chord bearing and distance of North 32°06'57" West, 185.99 feet;

With said curve to the right, an arc distance of 196.08 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

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North 0°01'00" West, a distance of 13.94 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 33°42'08", a radius of 59.50 feet, a chord bearing and distance of North 16°52'04" West, 34.50 feet;

With said curve to the left, an arc distance of 35.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°01'00" West, a distance of 288.25 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 53°20'47", a radius of 59.50 feet, a chord bearing and distance of North 26°39'24" East, 53.42 feet;

With said curve to the left, an arc distance of 55.40 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°01'00" West, a distance of 230.50 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 44°59'00" East, a distance of 14.14 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°59'00" East, a distance of 151.89 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 21°27'23", a radius of 400.00 feet, a chord bearing and distance of North 79°15'18" East, 148.92 feet;

With said curve to the left, an arc distance of 149.79 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 69°24'36" East, a distance of 14.68 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 26°37'56" East, a distance of 111.19 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the right having a central angle of 26°36'57", a radius of 224.00 feet, a chord bearing and distance of South 13°19'28" East, 103.12 feet;

With said curve to the right, an arc distance of 104.06 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 0°01'00" East, a distance of 63.29 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°59'00" East, a distance of 50.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 0°01'00" East, a distance of 9.50 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 45°01'00" East, a distance of 14.14 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°59'00" East, a distance of 10.36 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°01'00" West, a distance of 130.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

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North 89°55'27" East, a distance of 59.77 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 79°19'17" East, a distance of 59.51 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 68°42'43" East, a distance of 48.61 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 84°25'55" East, a distance of 100.47 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 82°39'44" East, a distance of 50.41 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 88°52'15" East, a distance of 96.10 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 74°08'46" East, a distance of 58.97 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 71°47'29" East, a distance of 58.97 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 69°55'04" East, a distance of 135.86 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 73°42'14" East, a distance of 50.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 57°24'52" East, a distance of 27.52 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 60°41'20" East, a distance of 300.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 57°04'00" East, a distance of 195.94 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 51°36'59" East, a distance of 48.76 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 48°51'25" East, a distance of 380.81 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 6°50'27", a radius of 1,462.50 feet, a chord bearing and distance of North 44°57'48" West, 174.51 feet;

With said curve to the left, an arc distance of 174.62 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 48°23'02" West, a distance of 1,384.33 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the right having a central angle of 27°33'26", a radius of 1,039.82 feet, a chord bearing and distance of North 34°32'21" West, 495.31 feet;

With said curve to the right, an arc distance of 500.11 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 2°01'38", a radius of 684.50 feet, a chord bearing and distance of North 21°44'34" West, 24.22 feet;

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With said curve to the left, an arc distance of 24.22 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

North 29°53'35" West, a distance of 17.98 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 11°20'04", a radius of 682.50 feet, a chord bearing and distance of North 29°55'17" West, 134.79 feet;

With said curve to the left, an arc distance of 135.01 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

North 35°35'18" West, a distance of 15.71 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 18°14'07", a radius of 22.50 feet, a chord bearing and distance of North 44°42'22" West, 7.13 feet;

With said curve to the left, an arc distance of 7.16 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

North 53°49'25" West, a distance of 33.94 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 20°54'23", a radius of 52.50 feet, a chord bearing and distance of North 64°16'37" West, 19.05 feet;

With said curve to the left, an arc distance of 19.16 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

North 0°22'23" West, a distance of 112.15 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

North 73°37'28" East, a distance of 16.80 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

North 72°21'44" East, a distance of 41.26 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 33°14'54", a radius of 21.50 feet, a chord bearing and distance of North 55°44'15" East, 12.30 feet;

With said curve to the left, an arc distance of 12.48 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

North 39°06'48" East, a distance of 12.80 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 23°02'50", a radius of 51.50 feet, a chord bearing and distance of North 27°35'23" East, 20.58 feet;

With said curve to the left, an arc distance of 20.72 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

South 89°34'21" East, a distance of 105.94 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 5°42'23", a radius of 491.50 feet, a chord bearing and distance of South 17°51'23" East, 48.93 feet;

With said curve to the left, an arc distance of 48.95 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a compound curve to the left having a central angle of 33°22'24", a radius of 21.50 feet, a chord bearing and distance of South 37°23'47" East, 12.35 feet;

With said curve to the left, an arc distance of 12.52 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

South 56°46'24" East, a distance of 10.94 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 23°10'06", a radius of 51.50 feet, a chord

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bearing and distance of South 68°21'27" East, 20.68 feet;

With said curve to the left, an arc distance of 20.82 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

South 5°37'50" East, a distance of 104.28 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 6°12'32", a radius of 411.50 feet, a chord bearing and distance of South 65°55'51" West, 44.57 feet;

With said curve to the left, an arc distance of 44.59 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a compound curve to the left having a central angle of 38°50'36", a radius of 21.50 feet, a chord bearing and distance of South 43°24'17" West, 14.30 feet;

With said curve to the left, an arc distance of 14.58 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

South 23°59'00" West, a distance of 7.88 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 44°18'41", a radius of 51.50 feet, a chord bearing and distance of South 1°49'39" West, 38.84 feet;

With said curve to the left, an arc distance of 39.83 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

South 20°19'41" East, a distance of 61.90 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

South 13°07'29" East, a distance of 24.96 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the right having a central angle of 3°33'57", a radius of 525.50 feet, a chord bearing and distance of South 17°16'25" East, 32.70 feet;

With said curve to the right, an arc distance of 32.71 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a reverse curve to the left having a central angle of 14°16'40", a radius of 494.50 feet, a chord bearing and distance of South 22°37'46" East, 122.91 feet;

With said curve to the left, an arc distance of 123.23 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a compound curve to the left having a central angle of 18°36'55", a radius of 962.50 feet, a chord bearing and distance of South 39°04'34" East, 311.34 feet;

With said curve to the left, an arc distance of 312.72 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

South 48°23'02" East, a distance of 1383.70 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the right having a central angle of 17°54'58", a radius of 1,537.50 feet, a chord bearing and distance of South 39°25'33" East, 478.81 feet;

With said curve to the right, an arc distance of 480.77 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 59°31'36" East, a distance of 13.08 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 41°38'43" East, a distance of 736.15 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 53°37'24" East, a distance of 118.57 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

North 67°35'47" East, a distance of 50.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°35'50" East, a distance of 1,021.96 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 0°24'10" East, a distance of 26.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°35'50" East, a distance of 130.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set in the west line of the above-mentioned Parks at Wilson Creek tract being common with the east line of the above-mentioned Bilinda Cox tract for corner of this tract from which an iron rod found for the westerly line of said Parks at Wilson Creek tract being common with the northwest corner of said Bilinda Cox tract bears North 0°24'10” East, 1,203.03 feet;

THENCE South 0°24'10" East, with said common line, a distance of 1,426.55 feet to the **POINT OF BEGINNING** and containing 111.6312 acres or 4,862,657 square feet of land, more or less.

SAVE AND EXCEPT
2.4185 ACRES

BEING a tract of land situated in the J.B. Wilmeth Survey, Abstract Number 983 and the Levin Routh Survey, Abstract Number 779, City of Celina, Collin County, Texas and being a portion of that tract of land conveyed to The Parks At Wilson Creek, L.P., according to the document filed of record in Document Number 20130830001229380, Deed Records Collin County, Texas (D.R.C.C.T.), said tract being more particularly described as follows:

BEGINNING at a point in the northeast intersection of Eden Way and Lakeside Drive for the southeast corner of this tract;

THENCE South 60°41'20" West, a distance of 526.16 feet to a point at the beginning of a tangent curve to the left having a central angle of 67°29'59", a radius of 50.00 feet, a chord bearing and distance of South 26°56'21" West, 55.56 feet;

THENCE with said Lakeside Drive the following three (3) courses and distances:

South 53°49'57" West, a distance of 255.49 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 112°00'01", a radius of 175.00 feet, a chord bearing and distance of North 70°01'19" West, 290.16 feet;

With said curve to the right, an arc distance of 342.09 feet to a point for corner;

North 14°01'18" West, a distance of 28.28 feet to a point for corner;

THENCE North 60°41'20" East, leaving the above-mentioned Lakeside Drive, a distance of 474.31 feet to a point for corner;

THENCE South 29°18'40" East, a distance of 130.00 feet to a point for corner;

THENCE South 60°41'20" West, a distance of 46.16 feet to a point for corner;

THENCE South 29°18'40" East, a distance of 50.00 feet to a point for corner;

THENCE North 60°41'20" East, a distance of 5.08 feet to a point for corner;

THENCE South 75°11'23" East, a distance of 14.36 feet to a point for corner;

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

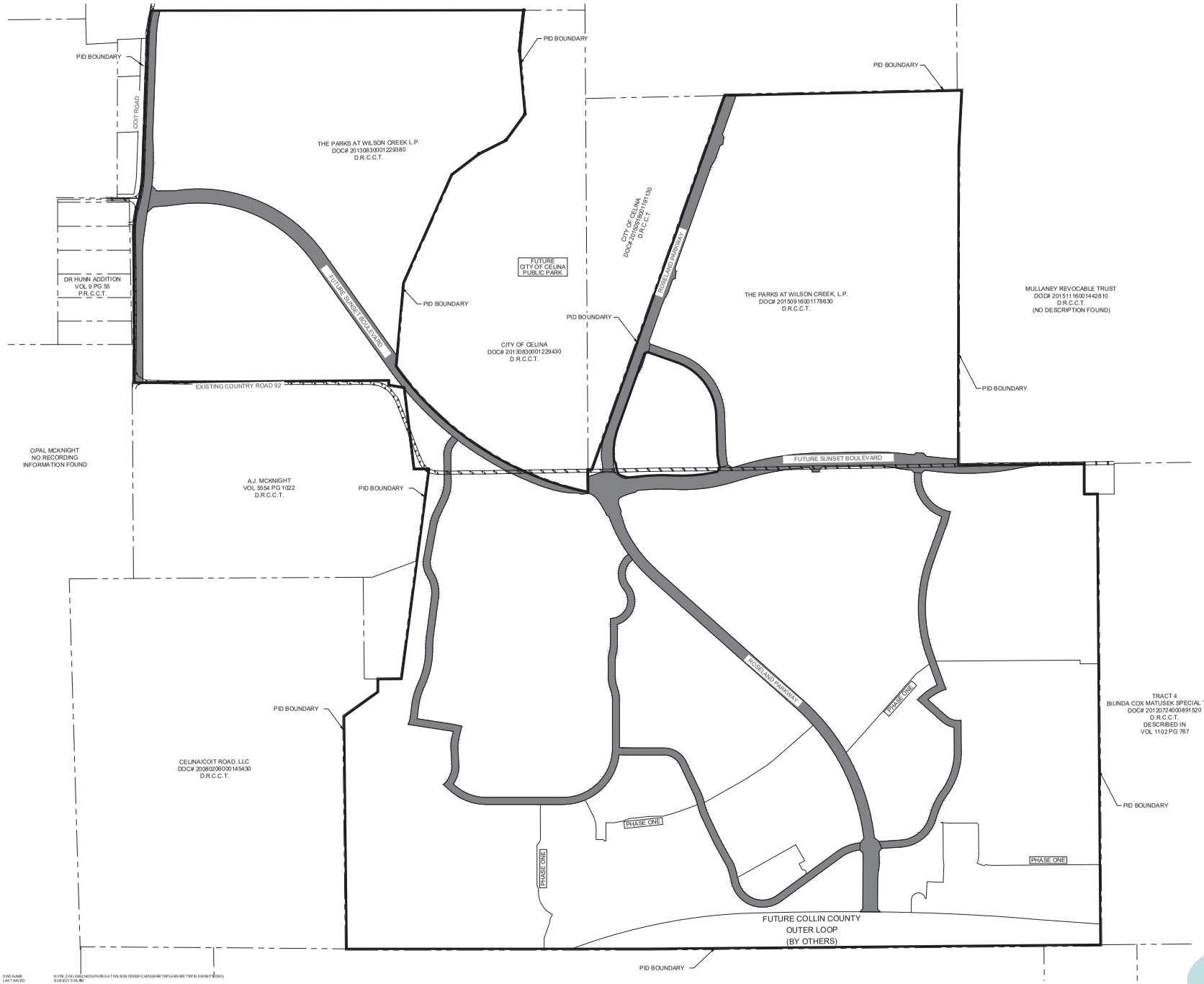
THENCE South 32°47'39" East, a distance of 15.60 feet to a point for corner;

THENCE South 9°39'22" West, a distance of 14.34 feet to the **POINT OF BEGINNING**
and containing 2.4185 acres or 105,349 square feet of land, more or less.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

APPENDIX D
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)



GRAPHIC SCALE IN FEET
0 150 300 600
1"=300' @ 24x36

LEGEND

RIGHT-OF-WAY

RIGHT-OF-WAY AREA TABLE	
NAME	NET AREA (AC/SF)
ROSELAND PARKWAY	11.67 ACRES (508,345 SF)
SUNSET BOULEVARD	14.54 ACRES (633,362 SF)
COIT ROAD	3.84 ACRES (167,270 SF)
SECONDARY ROADS	14.72 ACRES (641,317 SF)
TOTAL AREA	44.77 ACRES (1,950,294 SF)

PID MAJOR IMPROVEMENTS -
ROW ACQUISITION

THE PARKS AT WILSON CREEK

5/27/2021
Celina, Texas

Cambridge

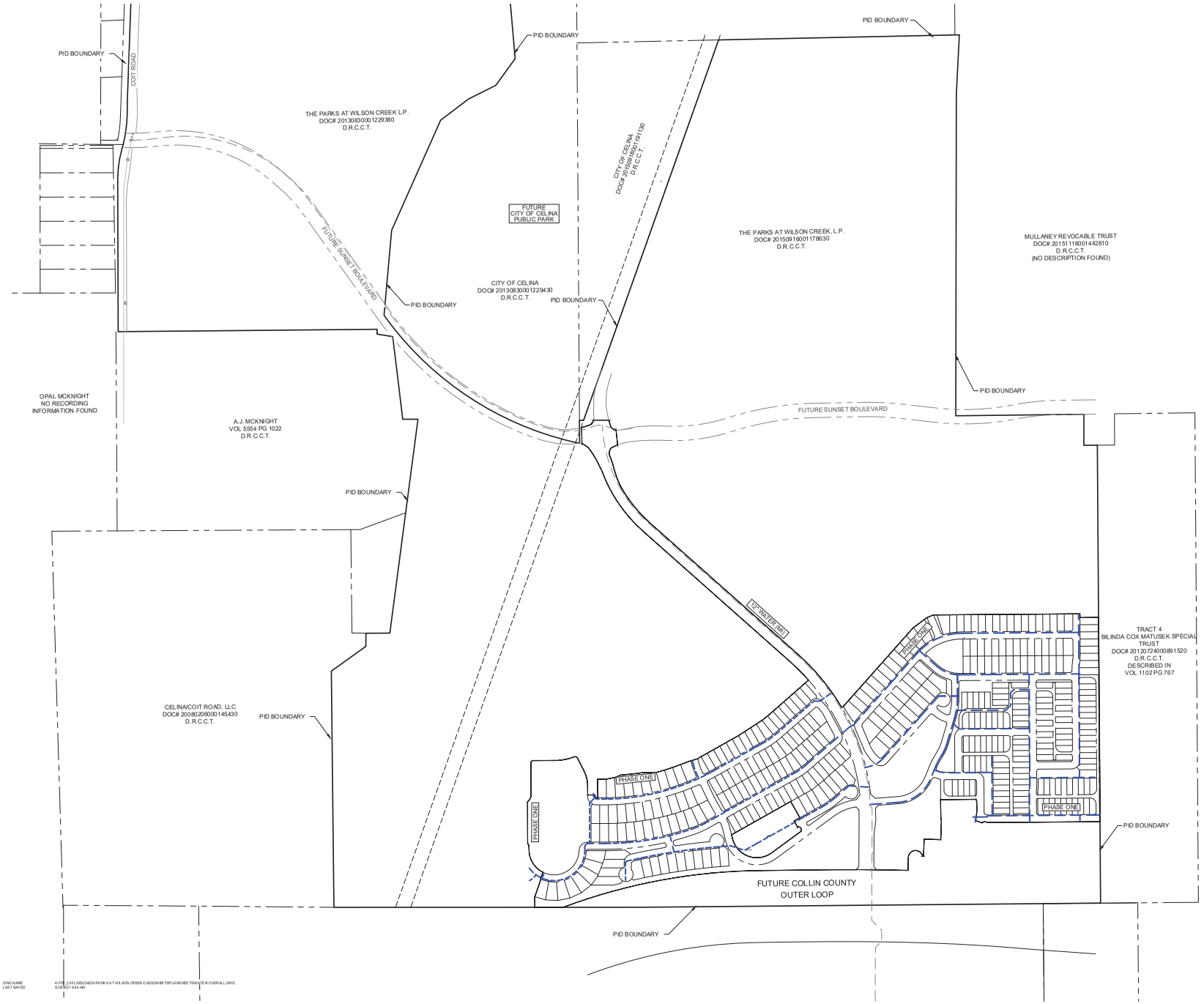
Kimley»Horn
6160 Warren Parkway
Suite 210
Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITH
BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.

DWG NAME
LAST SAVED
K:\FTR_CAL\069234000-PARKS AT WILSON CREEK\CAD\EXHIBIT\PLAN SHEET\PID EXHIBIT.DWG
5/28/2021 9:38 AM

8.O.a

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)



GRAPHIC SCALE IN FEET
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1"=300' @ 24x36

NOTE:
ALL WATER LINES
ARE 8" DIAMETER

PHASE ONE
DIRECT IMPROVEMENTS - WATER

THE PARKS AT WILSON CREEK

5/27/2021
Celina, Texas

Cambridge

Kimley»Horn
6160 Warren Parkway
Suite 210

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITH THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.

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LAST SAVED
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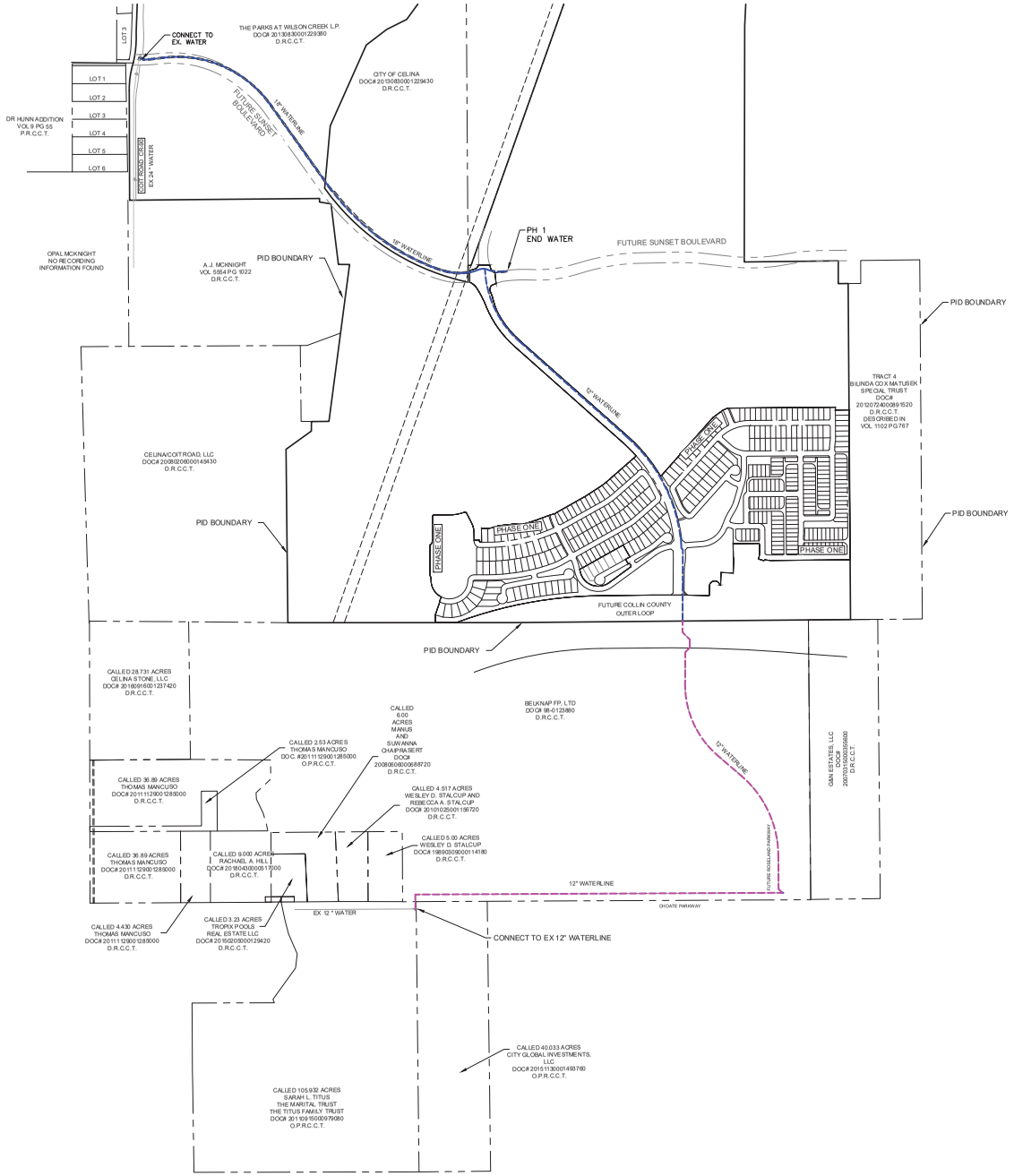
8.O.a



GRAPHIC SCALE IN FEET
0 150 300 600
1"=300' @ 24x36

LEGEND:

- MAJOR IMPROVEMENTS PAID BY DEVELOPER
- MAJOR IMPROVEMENTS COVERED IN DEVELOPMENT AGREEMENT

NOTE:
ALL WATER LINES
ARE 12" DIAMETER.

PHASE ONE

MAJOR IMPROVEMENTS - WATER

August 2021
Celina, Texas

Cambridge

Kimley»Horn
6160 Warren Parkway
Suite 210
Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITH THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.

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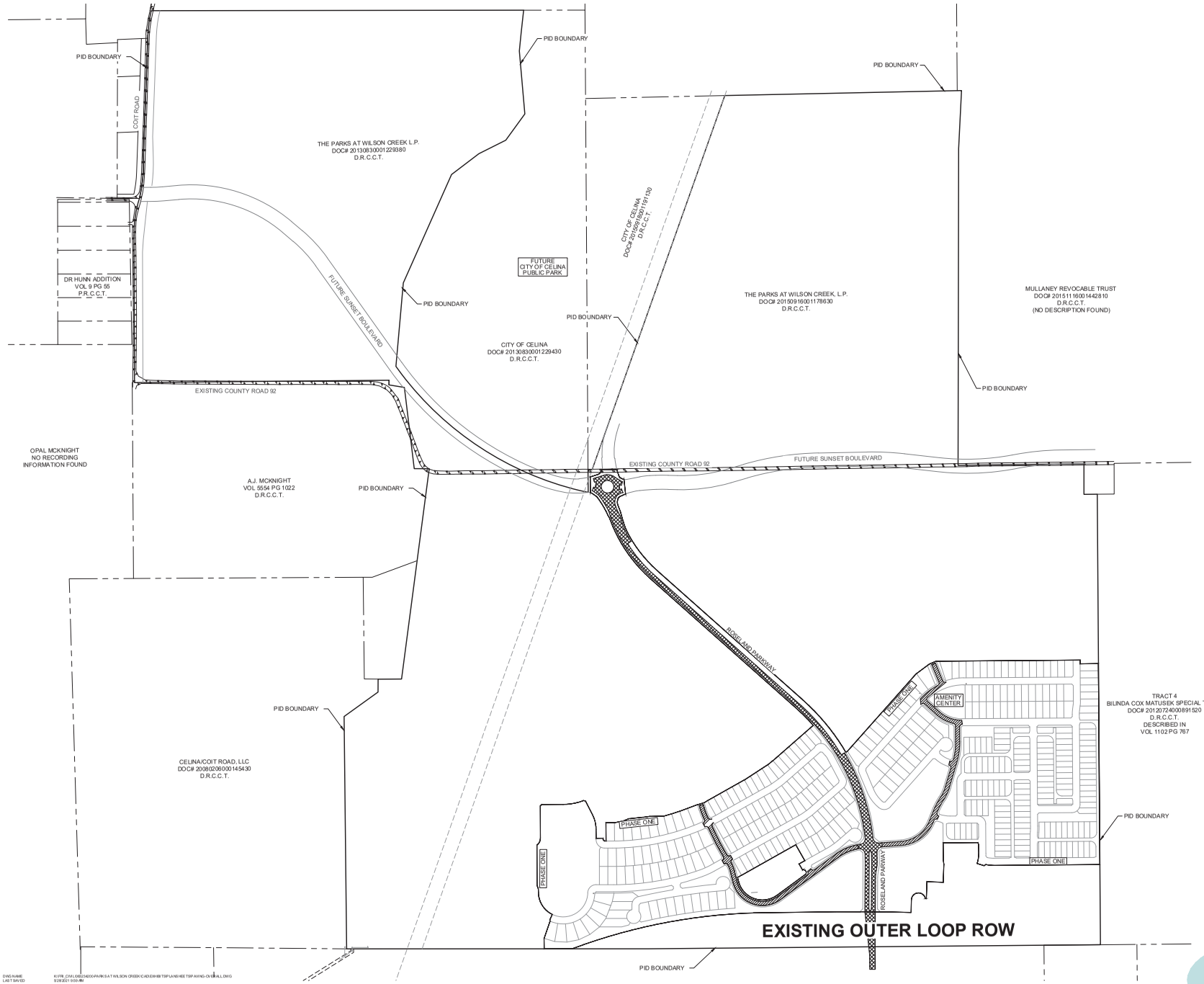
PID BOUNDARY
COIT ROAD
THE PARKS AT WILSON CREEK L.P.
DOC# 20130830001229380
D.R.C.C.T.
CITY OF CELINA
DOC# 20150916001191130
D.R.C.C.T.
FUTURE
CITY OF CELINA
PUBLIC PARK
DR HUNN ADDITION
VOL 9 PG 55
P.R.C.C.T.
FUTURE SUNSET BOULEVARD
CITY OF CELINA
DOC# 20130830001229430
D.R.C.C.T.
THE PARKS AT WILSON CREEK, L.P.
DOC# 20150916001178630
D.R.C.C.T.
MULLANEY REVOCABLE TRUST
DOC# 20151116001442810
D.R.C.C.T.
(NO DESCRIPTION FOUND)
EXISTING COUNTY ROAD 92
OPAL MCKNIGHT
NO RECORDING
INFORMATION FOUND
A.J. MCKNIGHT
VOL 5554 PG 1022
D.R.C.C.T.
ROSELAND PARKWAY
AMENITY
CENTER
TRACT 4
BILINDA COX MATUSEK SPECIAL TRUST
DOC# 20120724000891520
D.R.C.C.T.
DESCRIBED IN
VOL 1102 PG 767
CELINA/COIT ROAD, LLC
DOC# 20080208000145430
D.R.C.C.T.
EXISTING OUTER LOOP ROW
GRAPHIC SCALE IN FEET
1"=300' @ 24x36
LEGEND
=29' B-B
=ULTIMATE 55' B-B
PHASE ONE
MAJOR IMPROVEMENTS - PAVING
THE PARKS AT WILSON CREEK
5/27/2021
Celina, Texas
Cambridge
Kimley»Horn
6160 Warren Parkway
Suite 210
Registration No. F-928
NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITH
BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.
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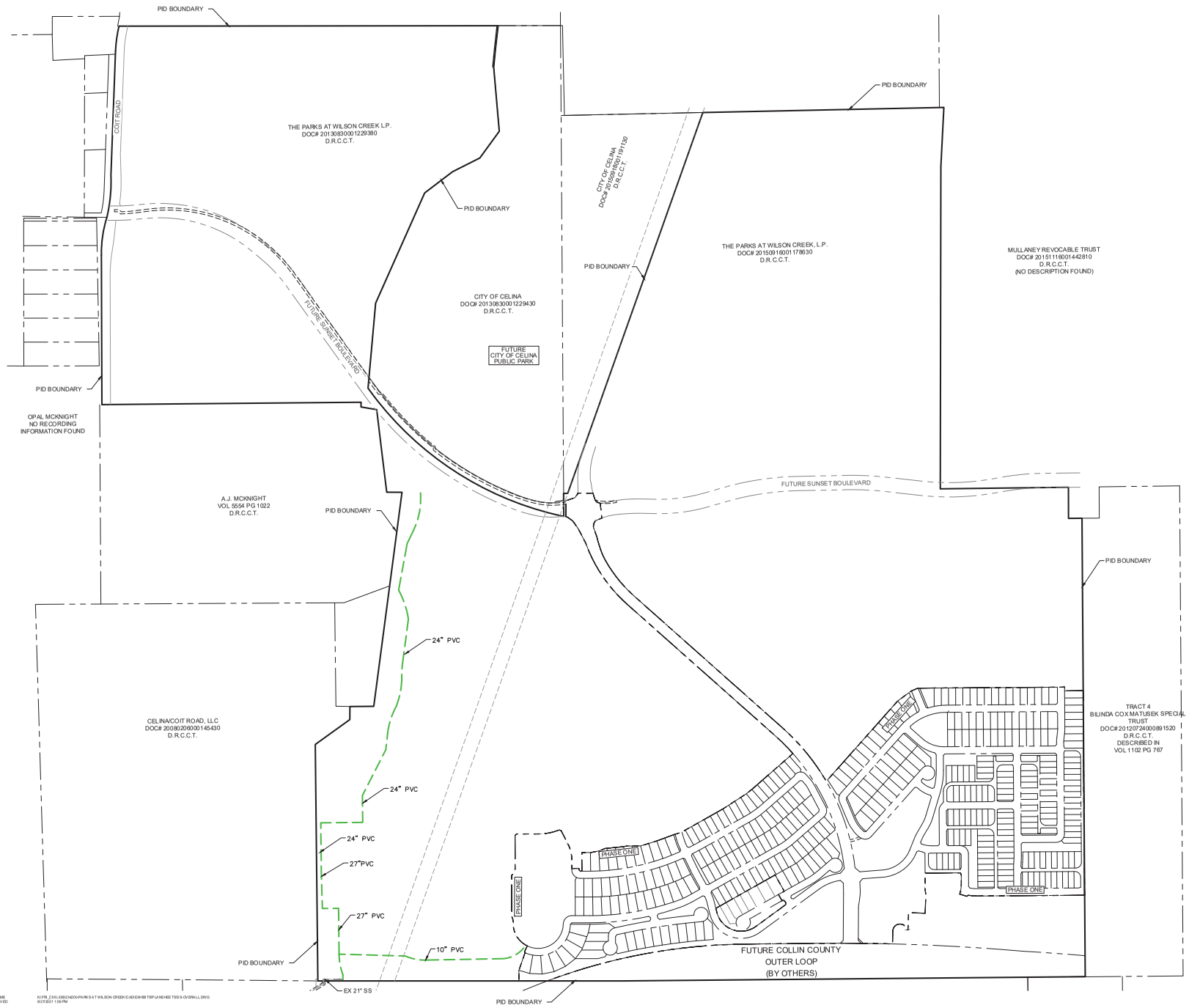

GRAPHIC SCALE IN FEET
0 150 300 600
1"=300' @ 24x36

PHASE ONE

MAJOR IMPROVEMENTS - SANITARY SEWER

August 2021
Celina, Texas

Cambridge

Kimley»Horn
6160 Warren Parkway
Suite 210

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITH
BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.

DWG NAME
LAST SAVED
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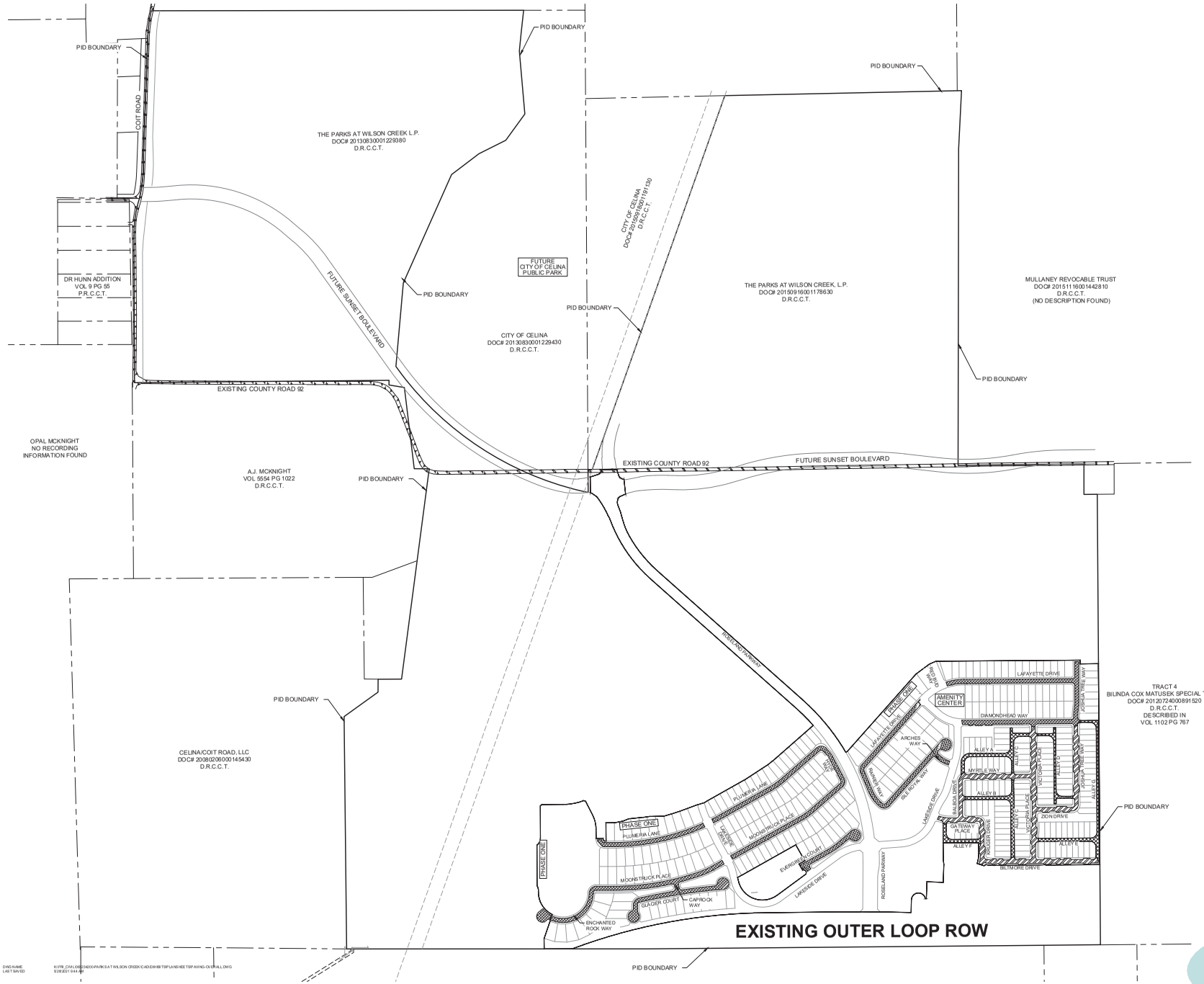
8.O.a

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)



PHASE ONE

DIRECT IMPROVEMENTS - PAVING

THE PARKS AT WILSON CREEK

5/27/2021

Celina, Texas

Cambridge

Kimley»Horn

6160 Warren Parkway

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITH THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.

DWG NAME
LAST SAVED
K:\FR_CAL\069034000-PARKS AT WILSON CREEK\CAD\EXHIBIT\SP\LANSHEET\SP-MVNG-OVERALL.DWG
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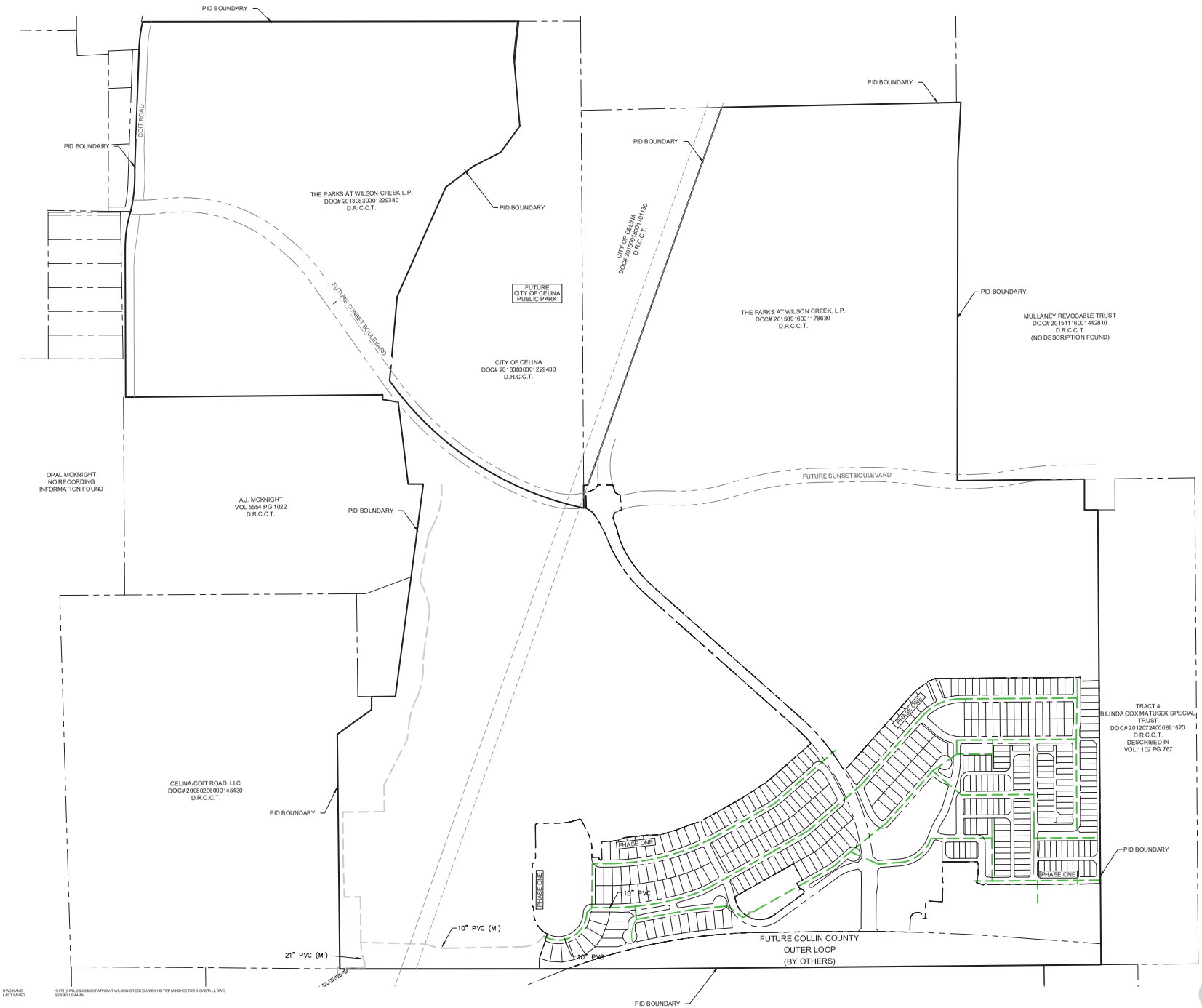
8.O.a



GRAPHIC SCALE IN FEET
0 150 300 600
1"=300' @ 24x36

NOTE:
ALL SEWER LINES
ARE 8" DIAMETER
(UNLESS NOTED OTHERWISE)

PHASE ONE

DIRECT IMPROVEMENTS - SANITARY SEWER

THE PARKS AT WILSON CREEK

5/27/2021
Celina, Texas

Cambridge

Kimley»Horn
6160 Warren Parkway
Suite 210

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITH
BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.

DWG NAME
LAST SAVED
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9/28/2021 9:44 AM

8.O.a

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

APPENDIX E
HOMEBUYER DISCLOSURE

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

AFTER RECORDING RETURN TO:

_____
_____
_____
_____
_____][1]

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF CELINA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

LOT TYPE _____ PRINCIPAL ASSESSMENT: $_____

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Celina, Texas (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***The Parks at Wilson Creek Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF Collin §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

APPENDIX F
ASSESSMENT PER UNIT, PROJECTED LEVERAGE AND PROJECTED TAX RATE EQUIVALENTS

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

Appendix F

For purposes of calculating and allocating the Assessments, the Assessed Property has been classified in one of three Lot Types.

"Lot Type 1" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 74 feet, as provided by Zoning Ordinance.

"Lot Type 2" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 60 feet, as provided by Zoning Ordinance.

"Lot Type 3" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 50 feet, as provided by Zoning Ordinance.

"Lot Type 4" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 40 feet, as provided by Zoning Ordinance.

A) Proposed Development

The following table shows the proposed residential units to be developed within the PID.

Table F-1
Proposed Development within the PID

Description	Proposed Development	
74 Ft Lots	271	Units
60 Ft Lots	698	Units
50 Ft Lots	1,012	Units
40 Ft Lots	183	Units
Total	**2,164**	**Units**

Table F-2 below shows the proposed residential units within Phase #1.

Table F-2
Proposed Development - Phase #1

Description	Proposed Development	
74 Ft Lots	-	Units
60 Ft Lots	100	Units
50 Ft Lots	132	Units
40 Ft Lots	126	Units
Total	**358**	**Units**

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

Table F-3 below shows the proposed residential Lot Types within The Major Improvement Area.

Table F-3
Proposed Development - Major Improvement Area

Description	Proposed Development	
74 Ft Lots	271	Units
60 Ft Lots	598	Units
50 Ft Lots	880	Units
40 Ft Lots	57	Units
Total	**1,806**	**Units**

B) Calculation of Equivalent Units

As explained under Section IV.D, for purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Major Improvement Area Projects to be financed with the Initial Major Improvement Area Bonds shall be allocated to the Major Improvement Area Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units.

For purposes of this Service and Assessment Plan, the City Council has determined that the Assessments shall be allocated to the Major Improvement Area Assessed Property on the basis of the average home value of each Lot Type, and that such method of allocation will result in the imposition of equal shares of the Assessments on Parcels similarly benefited. In determining the average home value of each Lot Type, the City Council has taken into consideration (i) the type of lots (i.e., 60 Ft, 50 Ft, etc.); (ii) current and projected home prices; (iii) the costs of the Authorized Improvements, and (iv) the ability of different property types to utilize and benefit from the Authorized Improvements.

Having taken into consideration the matters described above, the City Council has determined that allocating the Assessments among Parcels based on average home value is best accomplished by creating classifications of benefited Parcels based on the "Lot Types" defined above. These classifications (from Lot Type 1 (74 Ft Lots) representing the highest value to Lot Type 4 (40 Ft Lot) representing the lowest value for residential lots are set forth in Table F-4 on the following page. Assessments are allocated to each Lot Type on the basis of the average home value for each class of lots. This is accomplished by giving each Lot Type an Equivalent Unit factor. Equivalent Units are the ratio of the average value of lots within each assessment class, setting the Equivalent Unit factor for Lot Type 1 (74 Ft Lots) to 1.0.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

Table F-4
Equivalent Unit Factors

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor	
Lot Type 1 (74 Ft Lot)	$625,000	1.00	per dwelling unit
Lot Type 2 (60 Ft Lot)	$550,000	0.88	per dwelling unit
Lot Type 3 (50 Ft Lot)	$475,000	0.76	per dwelling unit
Lot Type 4 (40 Ft Lot)	$425,000	0.68	per dwelling unit

The total estimated Equivalent Units for Phase #1 are shown in Table F-5 below as calculated based on the Equivalent Unit factors shown above, estimated Lot Types and number of units estimated to be built within Phase #1.

Table F-5
Estimated Equivalent Units - Phase #1

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (74 Ft Lot)	-	1.00	-
Lot Type 2 (60 Ft Lot)	100	0.88	88.00
Lot Type 3 (50 Ft Lot)	132	0.76	100.32
Lot Type 4 (40 Ft Lot)	126	0.68	85.68
Total Equivalent Units	**358**		**274.00**

The total estimated Equivalent Units for The Major Improvement Area is shown in Table F-6 below as calculated based on the Equivalent Unit factors shown in Table F-4, estimated Lot Types and number of units estimated to be built within The Major Improvement Area.

Table F-6
Estimated Equivalent Units -Major Improvement Area

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (74 Ft Lot)	271	1.00	271.00
Lot Type 2 (60 Ft Lot)	598	0.88	526.24
Lot Type 3 (50 Ft Lot)	880	0.76	668.80
Lot Type 4 (40 Ft Lot)	57	0.68	38.76
Total Equivalent Units	**1,806**		**1,504.80**

C) Allocation of Assessments to Lots within Phase #1

As shown in Section IV of this Service and Assessment Plan, the total amount of the Phase #1 Bonds and obligations related to a portion of the Phase #1 Improvements and Phase #1's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement,

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

which represents the total Assessment to be allocated on all Parcels within Phase #1, is $14,558,710. As shown in Table F-5, there are a total of 274.00 estimated Equivalent Units in Phase #1, resulting in an Assessment per Equivalent Unit of $53,133.98.

The Assessment per dwelling unit or acre is calculated as the product of (i) $53,133.98 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, The Assessment for a Lot Type 2 (60 Ft Lot) dwelling unit is $46,757.90 (i.e. $53,133.98 × 0.88). The Assessment for a Lot Type 3 (50 Ft Lot) dwelling unit is $40,381.82 (i.e. $53,133.98× 0.76).The Assessment for a Lot Type 4 (40 Ft Lot) dwelling unit is $36,131.10 (i.e. $53,133.98 × 0.68). Table F-7 below sets forth the Assessment per dwelling unit for each Lot Type in Phase #1.

Table F-7
Assessment Per Unit - Phase #1

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit		Total Assessments
Lot Type 1 (74 Ft Lot)	-	$53,133.98	1.00	$53,133.98	per dwelling unit	-
Lot Type 2 (60 Ft Lot)	100	$53,133.98	0.88	$46,757.90	per dwelling unit	$4,675,790
Lot Type 3 (50 Ft Lot)	132	$53,133.98	0.76	$40,381.82	per dwelling unit	$5,330,401
Lot Type 4 (40 Ft Lot)	126	$53,133.98	0.68	$36,131.10	per dwelling unit	$4,552,519
Total	**358**					**$14,558,710**

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table F-8 below.

Table F-8
Projected Leverage - Phase #1

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit[1]	Leverage (Lot Value)	Leverage (Home Value)
74 Ft Lots	-	-	-	-	-	-
60 Ft Lots	100	$110,000	$550,000	$46,757.90	2.35	11.76
50 Ft Lots	132	$95,000	$475,000	$40,381.82	2.35	11.76
40 Ft Lots	126	$85,000	$425,000	$36,131.10	2.35	11.76

1 - Amounts are rounded to the nearest dollar amount.

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table F-9 below.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

Table F-9
Estimated Tax Rate Equivalent per unit - Phase #1

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
74 Ft Lots	-	-	-	-	-	-
60 Ft Lots	100	$110,000	$550,000	$3,418	$3.11	$0.62
50 Ft Lots	132	$95,000	$475,000	$2,952	$3.11	$0.62
40 Ft Lots	126	$85,000	$425,000	$2,635	$3.10	$0.62

The Assessment and Annual Installments for each Parcel or Lot located within Phase #1 is shown on the Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements, attached as Appendix I and the Phase #1 Assessment Roll - Additional Major Improvements, attached as Appendix J, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

D) Allocation of Major Improvement Area Assessments to Lot Types in the Major Improvement Area

As shown in Section IV of this Service and Assessment Plan, the total amount of the Initial Major Improvement Area Bonds and obligation related to the Major Improvement Area's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement, which represents the total Assessment to be allocated on all Parcels within the Major Improvement Area is $26,030,092. As shown in Table F-6, there are a total of 1,504.80 estimated Equivalent Units in the Major Improvement Area, resulting in an Assessment per Equivalent Unit of $17,298.04.

The Assessment per dwelling unit or acre is calculated as the product of (i) $17,298.04 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (74 Ft Lot) dwelling unit is $17,298.04 (i.e. $17,298.04 × 1.00). The Assessment for a Lot Type 2 (60 Ft Lot) dwelling unit is $15,222.28 (i.e. $17,298.04× 0.88). The Assessment for a Lot Type 3 (50 Ft Lot) dwelling unit is $13,146.51 (i.e. $17,298.04× 0.76).The Assessment for a Lot Type 4 (40 Ft Lot) dwelling unit is $11,762.67 (i.e. $17,298.04× 0.68). Table F-10 below sets forth the Assessment per dwelling unit for each Lot Type in the Major Improvement Area.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

Table F-10
Assessment Per Unit –Major Improvement Area

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit		Total Assessments
Lot Type 1 (74 Ft Lot)	271	$17,298.04	1.00	$17,298.04	per dwelling unit	$4,687,769
Lot Type 2 (60 Ft Lot)	598	$17,298.04	0.88	$15,222.28	per dwelling unit	$9,102,921
Lot Type 3 (50 Ft Lot)	880	$17,298.04	0.76	$13,146.51	per dwelling unit	$11,568,930
Lot Type 4 (40 Ft Lot)	57	$17,298.04	0.68	$11,762.67	per dwelling unit	$670,472
Total	**1,806**					**$26,030,092**

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit within the Major Improvement Area is shown in Table F-11 on the following page.

Table F-11
Projected Leverage - Major Improvement Area

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit[1]	Leverage (Lot Value)	Leverage (Home Value)
74 Ft Lots	271	$125,000	$625,000	$17,298.04	7.23	36.13
60 Ft Lots	598	$110,000	$550,000	$15,222.28	7.23	36.13
50 Ft Lots	880	$95,000	$475,000	$13,146.51	7.23	36.13
40 Ft Lots	57	$85,000	$425,000	$11,762.67	7.23	36.13

1 - Amounts are rounded to the nearest dollar amount.

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit within the Major Improvement Area is shown in Table F-12 on the below.

Table F-12
Estimated Tax Rate Equivalent per unit - Major Improvement Area

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
74 Ft Lots	271	$125,000	$625,000	$1,173	$0.94	$0.19
60 Ft Lots	598	$110,000	$550,000	$1,032	$0.94	$0.19
50 Ft Lots	880	$95,000	$475,000	$891	$0.94	$0.19
40 Ft Lots	57	$85,000	$425,000	$798	$0.94	$0.19

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

The Assessment and Annual Installments for each Parcel or Lot located within the Major Improvement Area is shown on the Major Improvement Area Assessment Roll - Initial Major Improvements, attached as Appendix G, and the Major Improvement Area Assessment Roll - Additional Major Improvements, attached as Appendix H, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

APPENDIX G
MAJOR IMPROVEMENT AREA ASSESSMENT ROLL - INITIAL MAJOR IMPROVEMENTS

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

Appendix G-1
Major Improvement Area Assessment Roll - Initial Major Improvements

	All Parcels
Parcel Assessment	**$13,250,000**
Equivalent Units	**1,504.80**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
9/30/2022	$0	$629,375	$0	$0	($629,375)	$0
9/30/2023	$0	$629,375	$30,600	$66,250	($629,375)	$96,850
9/30/2024	$235,000	$629,375	$31,212	$66,250	$0	$961,837
9/30/2025	$250,000	$618,213	$31,836	$65,075	$0	$965,124
9/30/2026	$260,000	$606,338	$32,473	$63,825	$0	$962,635
9/30/2027	$270,000	$593,988	$33,122	$62,525	$0	$959,635
9/30/2028	$285,000	$581,163	$33,785	$61,175	$0	$961,122
9/30/2029	$300,000	$567,625	$34,461	$59,750	$0	$961,836
9/30/2030	$310,000	$553,375	$35,150	$58,250	$0	$956,775
9/30/2031	$325,000	$538,650	$35,853	$56,700	$0	$956,203
9/30/2032	$345,000	$523,213	$36,570	$55,075	$0	$959,857
9/30/2033	$360,000	$506,825	$37,301	$53,350	$0	$957,476
9/30/2034	$375,000	$489,725	$38,047	$51,550	$0	$954,322
9/30/2035	$395,000	$471,913	$38,808	$49,675	$0	$955,396
9/30/2036	$410,000	$453,150	$39,584	$47,700	$0	$950,434
9/30/2037	$430,000	$433,675	$40,376	$45,650	$0	$949,701
9/30/2038	$450,000	$413,250	$41,184	$43,500	$0	$947,934
9/30/2039	$475,000	$391,875	$42,007	$41,250	$0	$950,132
9/30/2040	$495,000	$369,313	$42,847	$38,875	$0	$946,035
9/30/2041	$520,000	$345,800	$43,704	$36,400	$0	$945,904
9/30/2042	$545,000	$321,100	$44,578	$33,800	$0	$944,478
9/30/2043	$570,000	$295,213	$45,470	$31,075	$0	$941,757
9/30/2044	$595,000	$268,138	$46,379	$28,225	$0	$937,742
9/30/2045	$625,000	$239,875	$47,307	$25,250	$0	$937,432
9/30/2046	$655,000	$210,188	$48,253	$22,125	$0	$935,566
9/30/2047	$685,000	$179,075	$49,218	$18,850	$0	$932,143
9/30/2048	$720,000	$146,538	$50,203	$15,425	$0	$932,165
9/30/2049	$750,000	$112,338	$51,207	$11,825	$0	$925,369
9/30/2050	$785,000	$76,713	$52,231	$8,075	$0	$922,018
9/30/2051	$830,000	$39,425	$53,275	$4,150	$0	$926,850
Total	**$13,250,000**	**$12,234,813**	**$1,187,042**	**$1,221,625**	**($1,258,750)**	**$26,634,730**

1 - The 9/30/XX dates represent the fiscal year end for the Bonds.

2 - The interest is calculated assuming a 4.75% interest rate on the Initial Major Improvement Area Bonds.

3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

Appendix G-2
Major Improvement Area - Initial Major Improvements Assessment Roll by Lot Type

Lot Type	**Lot Type 1 (74 Ft)**
Assessment	**$8,805**
Equivalent Unit	**1.00**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
9/30/2022	$0	$418	$0	$0	($418)	$0
9/30/2023	$0	$418	$20	$44	($418)	$64
9/30/2024	$156	$418	$21	$44	$0	$639
9/30/2025	$166	$411	$21	$43	$0	$641
9/30/2026	$173	$403	$22	$42	$0	$640
9/30/2027	$179	$395	$22	$42	$0	$638
9/30/2028	$189	$386	$22	$41	$0	$639
9/30/2029	$199	$377	$23	$40	$0	$639
9/30/2030	$206	$368	$23	$39	$0	$636
9/30/2031	$216	$358	$24	$38	$0	$635
9/30/2032	$229	$348	$24	$37	$0	$638
9/30/2033	$239	$337	$25	$35	$0	$636
9/30/2034	$249	$325	$25	$34	$0	$634
9/30/2035	$262	$314	$26	$33	$0	$635
9/30/2036	$272	$301	$26	$32	$0	$632
9/30/2037	$286	$288	$27	$30	$0	$631
9/30/2038	$299	$275	$27	$29	$0	$630
9/30/2039	$316	$260	$28	$27	$0	$631
9/30/2040	$329	$245	$28	$26	$0	$629
9/30/2041	$346	$230	$29	$24	$0	$629
9/30/2042	$362	$213	$30	$22	$0	$628
9/30/2043	$379	$196	$30	$21	$0	$626
9/30/2044	$395	$178	$31	$19	$0	$623
9/30/2045	$415	$159	$31	$17	$0	$623
9/30/2046	$435	$140	$32	$15	$0	$622
9/30/2047	$455	$119	$33	$13	$0	$619
9/30/2048	$478	$97	$33	$10	$0	$619
9/30/2049	$498	$75	$34	$8	$0	$615
9/30/2050	$522	$51	$35	$5	$0	$613
9/30/2051	$552	$26	$35	$3	$0	$616
Total	**$8,805**	**$8,131**	**$789**	**$812**	**($836)**	**$17,700**

1 - The 9/30/XX dates represent the fiscal year end for the Bonds.
2 - The interest is calculated assuming a 4.75% interest rate on the Initial Major Improvement Area Bonds.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

Appendix G-3
Major Improvement Area - Initial Major Improvements Assessment Roll by Lot Type

Lot Type	**Lot Type 2 (60 Ft)**
Assessment	**$7,749**
Equivalent Unit	**0.88**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
9/30/2022	$0	$368	$0	$0	($368)	$0
9/30/2023	$0	$368	$18	$39	($368)	$57
9/30/2024	$137	$368	$18	$39	$0	$562
9/30/2025	$146	$362	$19	$38	$0	$564
9/30/2026	$152	$355	$19	$37	$0	$563
9/30/2027	$158	$347	$19	$37	$0	$561
9/30/2028	$167	$340	$20	$36	$0	$562
9/30/2029	$175	$332	$20	$35	$0	$562
9/30/2030	$181	$324	$21	$34	$0	$560
9/30/2031	$190	$315	$21	$33	$0	$559
9/30/2032	$202	$306	$21	$32	$0	$561
9/30/2033	$211	$296	$22	$31	$0	$560
9/30/2034	$219	$286	$22	$30	$0	$558
9/30/2035	$231	$276	$23	$29	$0	$559
9/30/2036	$240	$265	$23	$28	$0	$556
9/30/2037	$251	$254	$24	$27	$0	$555
9/30/2038	$263	$242	$24	$25	$0	$554
9/30/2039	$278	$229	$25	$24	$0	$556
9/30/2040	$289	$216	$25	$23	$0	$553
9/30/2041	$304	$202	$26	$21	$0	$553
9/30/2042	$319	$188	$26	$20	$0	$552
9/30/2043	$333	$173	$27	$18	$0	$551
9/30/2044	$348	$157	$27	$17	$0	$548
9/30/2045	$365	$140	$28	$15	$0	$548
9/30/2046	$383	$123	$28	$13	$0	$547
9/30/2047	$401	$105	$29	$11	$0	$545
9/30/2048	$421	$86	$29	$9	$0	$545
9/30/2049	$439	$66	$30	$7	$0	$541
9/30/2050	$459	$45	$31	$5	$0	$539
9/30/2051	$485	$23	$31	$2	$0	$542
Total	**$7,749**	**$7,155**	**$694**	**$714**	**($736)**	**$15,576**

1 - The 9/30/XX dates represent the fiscal year end for the Bonds.
2 - The interest is calculated assuming a 4.75% interest rate on the Initial Major Improvement Area Bonds.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

Appendix G-4
Major Improvement Area - Initial Major Improvements Assessment Roll by Lot Type

Lot Type	**Lot Type 3 (50 Ft)**
Assessment	**$6,692**
Equivalent Unit	**0.76**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
9/30/2022	$0	$318	$0	$0	($318)	$0
9/30/2023	$0	$318	$15	$33	($318)	$49
9/30/2024	$119	$318	$16	$33	$0	$486
9/30/2025	$126	$312	$16	$33	$0	$487
9/30/2026	$131	$306	$16	$32	$0	$486
9/30/2027	$136	$300	$17	$32	$0	$485
9/30/2028	$144	$294	$17	$31	$0	$485
9/30/2029	$152	$287	$17	$30	$0	$486
9/30/2030	$157	$279	$18	$29	$0	$483
9/30/2031	$164	$272	$18	$29	$0	$483
9/30/2032	$174	$264	$18	$28	$0	$485
9/30/2033	$182	$256	$19	$27	$0	$484
9/30/2034	$189	$247	$19	$26	$0	$482
9/30/2035	$199	$238	$20	$25	$0	$483
9/30/2036	$207	$229	$20	$24	$0	$480
9/30/2037	$217	$219	$20	$23	$0	$480
9/30/2038	$227	$209	$21	$22	$0	$479
9/30/2039	$240	$198	$21	$21	$0	$480
9/30/2040	$250	$187	$22	$20	$0	$478
9/30/2041	$263	$175	$22	$18	$0	$478
9/30/2042	$275	$162	$23	$17	$0	$477
9/30/2043	$288	$149	$23	$16	$0	$476
9/30/2044	$301	$135	$23	$14	$0	$474
9/30/2045	$316	$121	$24	$13	$0	$473
9/30/2046	$331	$106	$24	$11	$0	$473
9/30/2047	$346	$90	$25	$10	$0	$471
9/30/2048	$364	$74	$25	$8	$0	$471
9/30/2049	$379	$57	$26	$6	$0	$467
9/30/2050	$396	$39	$26	$4	$0	$466
9/30/2051	$419	$20	$27	$2	$0	$468
Total	**$6,692**	**$6,179**	**$600**	**$617**	**($636)**	**$13,452**

1 - The 9/30/XX dates represent the fiscal year end for the Bonds.
2 - The interest is calculated assuming a 4.75% interest rate on the Initial Major Improvement Area Bonds.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

Appendix G-5
Major Improvement Area - Initial Major Improvements Assessment Roll by Lot Type

Lot Type	**Lot Type 4 (40 Ft)**
Assessment	**$5,988**
Equivalent Unit	**0.68**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
9/30/2022	$0	$284	$0	$0	($284)	$0
9/30/2023	$0	$284	$14	$30	($284)	$44
9/30/2024	$106	$284	$14	$30	$0	$435
9/30/2025	$113	$279	$14	$29	$0	$436
9/30/2026	$117	$274	$15	$29	$0	$435
9/30/2027	$122	$268	$15	$28	$0	$434
9/30/2028	$129	$263	$15	$28	$0	$434
9/30/2029	$136	$257	$16	$27	$0	$435
9/30/2030	$140	$250	$16	$26	$0	$432
9/30/2031	$147	$243	$16	$26	$0	$432
9/30/2032	$156	$236	$17	$25	$0	$434
9/30/2033	$163	$229	$17	$24	$0	$433
9/30/2034	$169	$221	$17	$23	$0	$431
9/30/2035	$178	$213	$18	$22	$0	$432
9/30/2036	$185	$205	$18	$22	$0	$429
9/30/2037	$194	$196	$18	$21	$0	$429
9/30/2038	$203	$187	$19	$20	$0	$428
9/30/2039	$215	$177	$19	$19	$0	$429
9/30/2040	$224	$167	$19	$18	$0	$428
9/30/2041	$235	$156	$20	$16	$0	$427
9/30/2042	$246	$145	$20	$15	$0	$427
9/30/2043	$258	$133	$21	$14	$0	$426
9/30/2044	$269	$121	$21	$13	$0	$424
9/30/2045	$282	$108	$21	$11	$0	$424
9/30/2046	$296	$95	$22	$10	$0	$423
9/30/2047	$310	$81	$22	$9	$0	$421
9/30/2048	$325	$66	$23	$7	$0	$421
9/30/2049	$339	$51	$23	$5	$0	$418
9/30/2050	$355	$35	$24	$4	$0	$417
9/30/2051	$375	$18	$24	$2	$0	$419
Total	**$5,988**	**$5,529**	**$536**	**$552**	**($569)**	**$12,036**

1 - The 9/30/XX dates represent the fiscal year end for the Bonds.
2 - The interest is calculated assuming a 4.75% interest rate on the Initial Major Improvement Area Bonds.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

APPENDIX H
MAJOR IMPROVEMENT AREA ASSESSMENT ROLL - ADDITIONAL MAJOR IMPROVEMENTS

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

Appendix H-1
Major Improvement Area Assessment Roll - Additional Major Improvements

Parcel	**All Parcels**
Assessment	**$12,780,092**
Equivalent Units	**1,504.80**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Total Annual Installment
9/30/2022	$0	$0	$0	$0
9/30/2023	$226,000	$575,104	$15,000	$816,104
9/30/2024	$236,000	$564,934	$15,300	$816,234
9/30/2025	$247,000	$554,314	$15,606	$816,920
9/30/2026	$257,000	$543,199	$15,918	$816,117
9/30/2027	$269,000	$531,634	$16,236	$816,871
9/30/2028	$281,000	$519,529	$16,561	$817,090
9/30/2029	$293,000	$506,884	$16,892	$816,777
9/30/2030	$306,000	$493,699	$17,230	$816,929
9/30/2031	$319,000	$479,929	$17,575	$816,504
9/30/2032	$333,000	$465,574	$17,926	$816,501
9/30/2033	$348,000	$450,589	$18,285	$816,874
9/30/2034	$363,000	$434,929	$18,651	$816,580
9/30/2035	$379,000	$418,594	$19,024	$816,618
9/30/2036	$396,000	$401,539	$19,404	$816,943
9/30/2037	$413,000	$383,719	$19,792	$816,511
9/30/2038	$432,000	$365,134	$20,188	$817,322
9/30/2039	$451,000	$345,694	$20,592	$817,286
9/30/2040	$470,000	$325,399	$21,004	$816,403
9/30/2041	$491,000	$304,249	$21,424	$816,673
9/30/2042	$513,000	$282,154	$21,852	$817,006
9/30/2043	$535,000	$259,069	$22,289	$816,358
9/30/2044	$559,000	$234,994	$22,735	$816,729
9/30/2045	$583,000	$209,839	$23,190	$816,029
9/30/2046	$609,000	$183,604	$23,653	$816,258
9/30/2047	$636,000	$156,199	$24,127	$816,326
9/30/2048	$664,000	$127,579	$24,609	$816,188
9/30/2049	$693,000	$97,699	$25,101	$815,800
9/30/2050	$723,000	$66,514	$25,603	$815,117
9/30/2051	$755,092	$33,979	$26,115	$815,186
Total	**$12,780,092**	**$10,316,280**	**$581,884**	**$23,678,255**

1 - The 9/30/XX dates represent the fiscal year end.
2 - The interest is calculated assuming a 4.50% interest rate on the obligation related to the Major Improvement Area's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

Appendix H-2
Major Improvement Area - Additional Major Improvements Assessment Roll by Lot Type

Lot Type	**Lot Type 1 (74 Ft)**
Assessment	**$8,493**
Equivalent Unit	**1.00**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Total Annual Installment
9/30/2022	$0	$0	$0	$0
9/30/2023	$150	$382	$10	$542
9/30/2024	$157	$375	$10	$542
9/30/2025	$164	$368	$10	$543
9/30/2026	$171	$361	$11	$542
9/30/2027	$179	$353	$11	$543
9/30/2028	$187	$345	$11	$543
9/30/2029	$195	$337	$11	$543
9/30/2030	$203	$328	$11	$543
9/30/2031	$212	$319	$12	$543
9/30/2032	$221	$309	$12	$543
9/30/2033	$231	$299	$12	$543
9/30/2034	$241	$289	$12	$543
9/30/2035	$252	$278	$13	$543
9/30/2036	$263	$267	$13	$543
9/30/2037	$274	$255	$13	$543
9/30/2038	$287	$243	$13	$543
9/30/2039	$300	$230	$14	$543
9/30/2040	$312	$216	$14	$543
9/30/2041	$326	$202	$14	$543
9/30/2042	$341	$188	$15	$543
9/30/2043	$356	$172	$15	$543
9/30/2044	$371	$156	$15	$543
9/30/2045	$387	$139	$15	$542
9/30/2046	$405	$122	$16	$542
9/30/2047	$423	$104	$16	$542
9/30/2048	$441	$85	$16	$542
9/30/2049	$461	$65	$17	$542
9/30/2050	$480	$44	$17	$542
9/30/2051	$502	$23	$17	$542
Total	**$8,493**	**$6,856**	**$387**	**$15,735**

1 - The 9/30/XX dates represent the fiscal year end.
2 - The interest is calculated assuming a 4.50% interest rate on the obligation related to the Major Improvement Area's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

Appendix H-3
Major Improvement Area - Additional Major Improvements Assessment Roll by Lot Type

Lot Type	**Lot Type 2 (60 Ft)**
Assessment	**$7,474**
Equivalent Unit	**0.88**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Total Annual Installment
9/30/2022	$0	$0	$0	$0
9/30/2023	$132	$336	$9	$477
9/30/2024	$138	$330	$9	$477
9/30/2025	$144	$324	$9	$478
9/30/2026	$150	$318	$9	$477
9/30/2027	$157	$311	$9	$478
9/30/2028	$164	$304	$10	$478
9/30/2029	$171	$296	$10	$478
9/30/2030	$179	$289	$10	$478
9/30/2031	$187	$281	$10	$477
9/30/2032	$195	$272	$10	$477
9/30/2033	$204	$264	$11	$478
9/30/2034	$212	$254	$11	$478
9/30/2035	$222	$245	$11	$478
9/30/2036	$232	$235	$11	$478
9/30/2037	$242	$224	$12	$477
9/30/2038	$253	$214	$12	$478
9/30/2039	$264	$202	$12	$478
9/30/2040	$275	$190	$12	$477
9/30/2041	$287	$178	$13	$478
9/30/2042	$300	$165	$13	$478
9/30/2043	$313	$152	$13	$477
9/30/2044	$327	$137	$13	$478
9/30/2045	$341	$123	$14	$477
9/30/2046	$356	$107	$14	$477
9/30/2047	$372	$91	$14	$477
9/30/2048	$388	$75	$14	$477
9/30/2049	$405	$57	$15	$477
9/30/2050	$423	$39	$15	$477
9/30/2051	$442	$20	$15	$477
Total	**$7,474**	**$6,033**	**$340**	**$13,847**

1 - The 9/30/XX dates represent the fiscal year end.
2 - The interest is calculated assuming a 4.50% interest rate on the obligation related to the Major Improvement Area's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

Appendix H-4
Major Improvement Area - Additional Major Improvements Assessment Roll by Lot Type

Lot Type	**Lot Type 3 (50 Ft)**
Assessment	**$6,455**
Equivalent Unit	**0.76**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Total Annual Installment
9/30/2022	$0	$0	$0	$0
9/30/2023	$114	$290	$8	$412
9/30/2024	$119	$285	$8	$412
9/30/2025	$125	$280	$8	$413
9/30/2026	$130	$274	$8	$412
9/30/2027	$136	$269	$8	$413
9/30/2028	$142	$262	$8	$413
9/30/2029	$148	$256	$9	$413
9/30/2030	$155	$249	$9	$413
9/30/2031	$161	$242	$9	$412
9/30/2032	$168	$235	$9	$412
9/30/2033	$176	$228	$9	$413
9/30/2034	$183	$220	$9	$412
9/30/2035	$191	$211	$10	$412
9/30/2036	$200	$203	$10	$413
9/30/2037	$209	$194	$10	$412
9/30/2038	$218	$184	$10	$413
9/30/2039	$228	$175	$10	$413
9/30/2040	$237	$164	$11	$412
9/30/2041	$248	$154	$11	$412
9/30/2042	$259	$143	$11	$413
9/30/2043	$270	$131	$11	$412
9/30/2044	$282	$119	$11	$412
9/30/2045	$294	$106	$12	$412
9/30/2046	$308	$93	$12	$412
9/30/2047	$321	$79	$12	$412
9/30/2048	$335	$64	$12	$412
9/30/2049	$350	$49	$13	$412
9/30/2050	$365	$34	$13	$412
9/30/2051	$381	$17	$13	$412
Total	**$6,455**	**$5,210**	**$294**	**$11,959**

1 - The 9/30/XX dates represent the fiscal year end.
2 - The interest is calculated assuming a 4.50% interest rate on the obligation related to the Major Improvement Area's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

Appendix H-5
Major Improvement Area - Additional Major Improvements Assessment Roll by Lot Type

Lot Type	**Lot Type 4 (40 Ft)**
Assessment	**$5,775**
Equivalent Unit	**0.68**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Total Annual Installment
9/30/2022	$0	$0	$0	$0
9/30/2023	$102	$260	$7	$369
9/30/2024	$107	$255	$7	$369
9/30/2025	$112	$250	$7	$369
9/30/2026	$116	$245	$7	$369
9/30/2027	$122	$240	$7	$369
9/30/2028	$127	$235	$7	$369
9/30/2029	$132	$229	$8	$369
9/30/2030	$138	$223	$8	$369
9/30/2031	$144	$217	$8	$369
9/30/2032	$150	$210	$8	$369
9/30/2033	$157	$204	$8	$369
9/30/2034	$164	$197	$8	$369
9/30/2035	$171	$189	$9	$369
9/30/2036	$179	$181	$9	$369
9/30/2037	$187	$173	$9	$369
9/30/2038	$195	$165	$9	$369
9/30/2039	$204	$156	$9	$369
9/30/2040	$212	$147	$9	$369
9/30/2041	$222	$137	$10	$369
9/30/2042	$232	$128	$10	$369
9/30/2043	$242	$117	$10	$369
9/30/2044	$253	$106	$10	$369
9/30/2045	$263	$95	$10	$369
9/30/2046	$275	$83	$11	$369
9/30/2047	$287	$71	$11	$369
9/30/2048	$300	$58	$11	$369
9/30/2049	$313	$44	$11	$369
9/30/2050	$327	$30	$12	$368
9/30/2051	$341	$15	$12	$368
Total	**$5,775**	**$4,662**	**$263**	**$10,700**

1 - The 9/30/XX dates represent the fiscal year end.
2 - The interest is calculated assuming a 4.50% interest rate on the obligation related to the Major Improvement Area's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

APPENDIX I
PHASE #1 ASSESSMENT ROLL - PHASE #1 IMPROVEMENTS AND INITIAL MAJOR IMPROVEMENTS

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

Appendix I-1
Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements

Parcel	**All Parcels**
Equivalent Units	**$12,231,659**
Assessment	**274.00**

Year[1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
9/30/2022	$249,044	$0	$0	$0	($249,044)	$0
9/30/2023	$350,218	$203,320	$30,600	$36,865	($350,218)	$270,785
9/30/2024	$478,218	$316,640	$31,212	$36,865	$0	$862,934
9/30/2025	$479,138	$317,525	$31,836	$36,225	$0	$864,723
9/30/2026	$478,725	$319,410	$32,473	$35,550	$0	$866,158
9/30/2027	$479,028	$321,205	$33,122	$34,845	$0	$868,200
9/30/2028	$478,998	$323,000	$33,785	$34,105	$0	$869,887
9/30/2029	$479,635	$324,727	$34,461	$33,330	$0	$872,153
9/30/2030	$479,893	$326,455	$35,150	$32,515	$0	$874,012
9/30/2031	$479,770	$329,092	$35,853	$31,660	$0	$876,375
9/30/2032	$480,268	$331,730	$36,570	$30,765	$0	$879,332
9/30/2033	$480,338	$334,277	$37,301	$29,825	$0	$881,741
9/30/2034	$479,980	$336,825	$38,047	$28,840	$0	$883,692
9/30/2035	$480,195	$339,282	$38,808	$27,810	$0	$886,095
9/30/2036	$480,935	$342,740	$39,584	$26,730	$0	$889,989
9/30/2037	$481,153	$346,107	$40,376	$25,595	$0	$893,231
9/30/2038	$481,848	$349,475	$41,184	$24,405	$0	$896,911
9/30/2039	$481,973	$353,752	$42,007	$23,155	$0	$900,887
9/30/2040	$482,528	$358,030	$42,847	$21,845	$0	$905,250
9/30/2041	$483,465	$362,195	$43,704	$20,470	$0	$909,834
9/30/2042	$483,738	$366,360	$44,578	$19,025	$0	$913,701
9/30/2043	$484,345	$371,412	$45,470	$17,510	$0	$918,737
9/30/2044	$485,240	$376,465	$46,379	$15,920	$0	$924,004
9/30/2045	$485,375	$381,405	$47,307	$14,250	$0	$928,337
9/30/2046	$486,750	$387,345	$48,253	$12,500	$0	$934,848
9/30/2047	$487,270	$393,172	$49,218	$10,660	$0	$940,320
9/30/2048	$487,935	$400,000	$50,203	$8,730	$0	$946,867
9/30/2049	$488,698	$406,715	$51,207	$6,705	$0	$953,324
9/30/2050	$490,510	$413,430	$52,231	$4,580	$0	$960,750
9/30/2051	$491,278	$421,669	$53,275	$2,345	$0	$968,567
Total	**$14,116,482**	**$10,153,755**	**$1,187,042**	**$683,625**	**($599,262)**	**$25,541,642**

1 - The 9/30/XX dates represent the fiscal year end for the Bonds.
2 - The interest is calculated assuming a 4.75% interest rate on the Phase #1 Bonds.
3 - The interest is calculated assuming a 4.50% interest rate on the obligation related to the Phase #1 under the Reimbursement Agreement.
4 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

Appendix I-2
Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements by Lot Type

Lot Type	**Lot Type 2 (60 Ft)**
Assessment	**$39,284**
Equivalent Unit	**0.88**

Year[1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
9/30/2022	$800	$0	$0	$0	($800)	$0
9/30/2023	$1,125	$653	$98	$118	($1,125)	$870
9/30/2024	$1,536	$1,017	$100	$118	$0	$2,771
9/30/2025	$1,539	$1,020	$102	$116	$0	$2,777
9/30/2026	$1,538	$1,026	$104	$114	$0	$2,782
9/30/2027	$1,538	$1,032	$106	$112	$0	$2,788
9/30/2028	$1,538	$1,037	$109	$110	$0	$2,794
9/30/2029	$1,540	$1,043	$111	$107	$0	$2,801
9/30/2030	$1,541	$1,048	$113	$104	$0	$2,807
9/30/2031	$1,541	$1,057	$115	$102	$0	$2,815
9/30/2032	$1,542	$1,065	$117	$99	$0	$2,824
9/30/2033	$1,543	$1,074	$120	$96	$0	$2,832
9/30/2034	$1,542	$1,082	$122	$93	$0	$2,838
9/30/2035	$1,542	$1,090	$125	$89	$0	$2,846
9/30/2036	$1,545	$1,101	$127	$86	$0	$2,858
9/30/2037	$1,545	$1,112	$130	$82	$0	$2,869
9/30/2038	$1,548	$1,122	$132	$78	$0	$2,881
9/30/2039	$1,548	$1,136	$135	$74	$0	$2,893
9/30/2040	$1,550	$1,150	$138	$70	$0	$2,907
9/30/2041	$1,553	$1,163	$140	$66	$0	$2,922
9/30/2042	$1,554	$1,177	$143	$61	$0	$2,935
9/30/2043	$1,556	$1,193	$146	$56	$0	$2,951
9/30/2044	$1,558	$1,209	$149	$51	$0	$2,968
9/30/2045	$1,559	$1,225	$152	$46	$0	$2,982
9/30/2046	$1,563	$1,244	$155	$40	$0	$3,002
9/30/2047	$1,565	$1,263	$158	$34	$0	$3,020
9/30/2048	$1,567	$1,285	$161	$28	$0	$3,041
9/30/2049	$1,570	$1,306	$164	$22	$0	$3,062
9/30/2050	$1,575	$1,328	$168	$15	$0	$3,086
9/30/2051	$1,578	$1,354	$171	$8	$0	$3,111
Total	**$45,338**	**$32,611**	**$3,812**	**$2,196**	**($1,925)**	**$82,032**

1 - The 9/30/XX dates represent the fiscal year end for the Bonds.
2 - The interest is calculated assuming a 4.75% interest rate on the Phase #1 Bonds.
3 - The interest is calculated assuming a 4.50% interest rate on the obligation related to the Phase #1 under the Reimbursement Agreement.
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Appendix I-3
Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements by Lot Type

Lot Type	**Lot Type 3 (50 Ft)**
Assessment	**$33,927**
Equivalent Unit	**0.76**

Year[1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
9/30/2022	$691	$0	$0	$0	($691)	$0
9/30/2023	$971	$564	$85	$102	($971)	$751
9/30/2024	$1,326	$878	$87	$102	$0	$2,394
9/30/2025	$1,329	$881	$88	$100	$0	$2,399
9/30/2026	$1,328	$886	$90	$99	$0	$2,402
9/30/2027	$1,329	$891	$92	$97	$0	$2,408
9/30/2028	$1,329	$896	$94	$95	$0	$2,413
9/30/2029	$1,330	$901	$96	$92	$0	$2,419
9/30/2030	$1,331	$905	$97	$90	$0	$2,424
9/30/2031	$1,331	$913	$99	$88	$0	$2,431
9/30/2032	$1,332	$920	$101	$85	$0	$2,439
9/30/2033	$1,332	$927	$103	$83	$0	$2,446
9/30/2034	$1,331	$934	$106	$80	$0	$2,451
9/30/2035	$1,332	$941	$108	$77	$0	$2,458
9/30/2036	$1,334	$951	$110	$74	$0	$2,469
9/30/2037	$1,335	$960	$112	$71	$0	$2,478
9/30/2038	$1,337	$969	$114	$68	$0	$2,488
9/30/2039	$1,337	$981	$117	$64	$0	$2,499
9/30/2040	$1,338	$993	$119	$61	$0	$2,511
9/30/2041	$1,341	$1,005	$121	$57	$0	$2,524
9/30/2042	$1,342	$1,016	$124	$53	$0	$2,534
9/30/2043	$1,343	$1,030	$126	$49	$0	$2,548
9/30/2044	$1,346	$1,044	$129	$44	$0	$2,563
9/30/2045	$1,346	$1,058	$131	$40	$0	$2,575
9/30/2046	$1,350	$1,074	$134	$35	$0	$2,593
9/30/2047	$1,352	$1,091	$137	$30	$0	$2,608
9/30/2048	$1,353	$1,109	$139	$24	$0	$2,626
9/30/2049	$1,356	$1,128	$142	$19	$0	$2,644
9/30/2050	$1,361	$1,147	$145	$13	$0	$2,665
9/30/2051	$1,363	$1,170	$148	$7	$0	$2,687
Total	**$39,155**	**$28,164**	**$3,293**	**$1,896**	**($1,662)**	**$70,845**

1 - The 9/30/XX dates represent the fiscal year end for the Bonds.
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3 - The interest is calculated assuming a 4.50% interest rate on the obligation related to the Phase #1 under the Reimbursement Agreement.
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Appendix I-4
Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements by Lot Type

Lot Type	**Lot Type 4 (40 Ft)**
Assessment	**$30,356**
Equivalent Unit	**0.68**

Year[1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
9/30/2022	$618	$0	$0	$0	($618)	$0
9/30/2023	$869	$505	$76	$91	($869)	$672
9/30/2024	$1,187	$786	$77	$91	$0	$2,142
9/30/2025	$1,189	$788	$79	$90	$0	$2,146
9/30/2026	$1,188	$793	$81	$88	$0	$2,150
9/30/2027	$1,189	$797	$82	$86	$0	$2,155
9/30/2028	$1,189	$802	$84	$85	$0	$2,159
9/30/2029	$1,190	$806	$86	$83	$0	$2,164
9/30/2030	$1,191	$810	$87	$81	$0	$2,169
9/30/2031	$1,191	$817	$89	$79	$0	$2,175
9/30/2032	$1,192	$823	$91	$76	$0	$2,182
9/30/2033	$1,192	$830	$93	$74	$0	$2,188
9/30/2034	$1,191	$836	$94	$72	$0	$2,193
9/30/2035	$1,192	$842	$96	$69	$0	$2,199
9/30/2036	$1,194	$851	$98	$66	$0	$2,209
9/30/2037	$1,194	$859	$100	$64	$0	$2,217
9/30/2038	$1,196	$867	$102	$61	$0	$2,226
9/30/2039	$1,196	$878	$104	$57	$0	$2,236
9/30/2040	$1,198	$889	$106	$54	$0	$2,247
9/30/2041	$1,200	$899	$108	$51	$0	$2,258
9/30/2042	$1,201	$909	$111	$47	$0	$2,268
9/30/2043	$1,202	$922	$113	$43	$0	$2,280
9/30/2044	$1,204	$934	$115	$40	$0	$2,293
9/30/2045	$1,205	$947	$117	$35	$0	$2,304
9/30/2046	$1,208	$961	$120	$31	$0	$2,320
9/30/2047	$1,209	$976	$122	$26	$0	$2,334
9/30/2048	$1,211	$993	$125	$22	$0	$2,350
9/30/2049	$1,213	$1,009	$127	$17	$0	$2,366
9/30/2050	$1,217	$1,026	$130	$11	$0	$2,384
9/30/2051	$1,219	$1,046	$132	$6	$0	$2,404
Total	**$35,034**	**$25,199**	**$2,946**	**$1,697**	**($1,487)**	**$63,388**

1 - The 9/30/XX dates represent the fiscal year end for the Bonds.
2 - The interest is calculated assuming a 4.75% interest rate on the Phase #1 Bonds.
3 - The interest is calculated assuming a 4.50% interest rate on the obligation related to the Phase #1 under the Reimbursement Agreement.
4 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

APPENDIX J
PHASE #1 ASSESSMENT ROLL - ADDITIONAL MAJOR IMPROVEMENTS

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

Appendix J-1
Phase #1 Assessment Roll - Additional Major Improvements

Parcel	**All Parcels**
Assessment	**$2,327,050**
Equivalent Units	**274.00**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Total Annual Installment
9/30/2022	$0	$0	$0	$0
9/30/2023	$45,000	$104,717	$15,000	$164,717
9/30/2024	$47,000	$102,692	$15,300	$164,992
9/30/2025	$49,000	$100,577	$15,606	$165,183
9/30/2026	$50,000	$98,372	$15,918	$164,290
9/30/2027	$52,000	$96,122	$16,236	$164,359
9/30/2028	$54,000	$93,782	$16,561	$164,343
9/30/2029	$56,000	$91,352	$16,892	$164,245
9/30/2030	$58,000	$88,832	$17,230	$164,063
9/30/2031	$60,000	$86,222	$17,575	$163,797
9/30/2032	$63,000	$83,522	$17,926	$164,449
9/30/2033	$65,000	$80,687	$18,285	$163,972
9/30/2034	$68,000	$77,762	$18,651	$164,413
9/30/2035	$70,000	$74,702	$19,024	$163,726
9/30/2036	$73,000	$71,552	$19,404	$163,956
9/30/2037	$76,000	$68,267	$19,792	$164,059
9/30/2038	$79,000	$64,847	$20,188	$164,035
9/30/2039	$82,000	$61,292	$20,592	$163,884
9/30/2040	$85,000	$57,602	$21,004	$163,606
9/30/2041	$88,000	$53,777	$21,424	$163,201
9/30/2042	$92,000	$49,817	$21,852	$163,669
9/30/2043	$96,000	$45,677	$22,289	$163,966
9/30/2044	$100,000	$41,357	$22,735	$164,092
9/30/2045	$104,000	$36,857	$23,190	$164,047
9/30/2046	$108,000	$32,177	$23,653	$163,831
9/30/2047	$112,000	$27,317	$24,127	$163,444
9/30/2048	$117,000	$22,277	$24,609	$163,886
9/30/2049	$122,000	$17,012	$25,101	$164,114
9/30/2050	$127,000	$11,522	$25,603	$164,126
9/30/2051	$129,050	$5,807	$26,115	$160,973
Total	**$2,327,050**	**$1,846,506**	**$581,884**	**$4,755,439**

1 - The 9/30/XX dates represent the fiscal year end.

2 - The interest is calculated assuming a 4.50% interest rate on the obligation related to Phase #1s pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement.

3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

Appendix J-2
Phase #1 Assessment Roll - Additional Major Improvements by Lot Type

Lot Type	**Lot Type 2 (60 Ft)**
Assessment	**$7,474**
Equivalent Unit	**0.88**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Total Annual Installment
9/30/2022	$0	$0	$0	$0
9/30/2023	$145	$336	$48	$529
9/30/2024	$151	$330	$49	$530
9/30/2025	$157	$323	$50	$531
9/30/2026	$161	$316	$51	$528
9/30/2027	$167	$309	$52	$528
9/30/2028	$173	$301	$53	$528
9/30/2029	$180	$293	$54	$528
9/30/2030	$186	$285	$55	$527
9/30/2031	$193	$277	$56	$526
9/30/2032	$202	$268	$58	$528
9/30/2033	$209	$259	$59	$527
9/30/2034	$218	$250	$60	$528
9/30/2035	$225	$240	$61	$526
9/30/2036	$234	$230	$62	$527
9/30/2037	$244	$219	$64	$527
9/30/2038	$254	$208	$65	$527
9/30/2039	$263	$197	$66	$526
9/30/2040	$273	$185	$67	$525
9/30/2041	$283	$173	$69	$524
9/30/2042	$295	$160	$70	$526
9/30/2043	$308	$147	$72	$527
9/30/2044	$321	$133	$73	$527
9/30/2045	$334	$118	$74	$527
9/30/2046	$347	$103	$76	$526
9/30/2047	$360	$88	$77	$525
9/30/2048	$376	$72	$79	$526
9/30/2049	$392	$55	$81	$527
9/30/2050	$408	$37	$82	$527
9/30/2051	$414	$19	$84	$517
Total	**$7,474**	**$5,930**	**$1,869**	**$15,273**

1 - The 9/30/XX dates represent the fiscal year end.
2 - The interest is calculated assuming a 4.50% interest rate on the obligation related to Phase #1s pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

Appendix J-3
Phase #1 Assessment Roll - Additional Major Improvements by Lot Type

Lot Type	**Lot Type 3 (50 Ft)**
Assessment	**$6,455**
Equivalent Unit	**0.76**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Total Annual Installment
9/30/2022	$0	$0	$0	$0
9/30/2023	$125	$290	$42	$457
9/30/2024	$130	$285	$42	$458
9/30/2025	$136	$279	$43	$458
9/30/2026	$139	$273	$44	$456
9/30/2027	$144	$267	$45	$456
9/30/2028	$150	$260	$46	$456
9/30/2029	$155	$253	$47	$456
9/30/2030	$161	$246	$48	$455
9/30/2031	$166	$239	$49	$454
9/30/2032	$175	$232	$50	$456
9/30/2033	$180	$224	$51	$455
9/30/2034	$189	$216	$52	$456
9/30/2035	$194	$207	$53	$454
9/30/2036	$202	$198	$54	$455
9/30/2037	$211	$189	$55	$455
9/30/2038	$219	$180	$56	$455
9/30/2039	$227	$170	$57	$455
9/30/2040	$236	$160	$58	$454
9/30/2041	$244	$149	$59	$453
9/30/2042	$255	$138	$61	$454
9/30/2043	$266	$127	$62	$455
9/30/2044	$277	$115	$63	$455
9/30/2045	$288	$102	$64	$455
9/30/2046	$300	$89	$66	$454
9/30/2047	$311	$76	$67	$453
9/30/2048	$325	$62	$68	$455
9/30/2049	$338	$47	$70	$455
9/30/2050	$352	$32	$71	$455
9/30/2051	$358	$16	$72	$446
Total	**$6,455**	**$5,122**	**$1,614**	**$13,190**

1 - The 9/30/XX dates represent the fiscal year end.
2 - The interest is calculated assuming a 4.50% interest rate on the obligation related to Phase #1s pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

Appendix J-4
Phase #1 Assessment Roll - Additional Major Improvements by Lot Type

Lot Type	**Lot Type 4 (40 Ft)**
Assessment	**$5,775**
Equivalent Unit	**0.68**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Total Annual Installment
9/30/2022	$0	$0	$0	$0
9/30/2023	$112	$260	$37	$409
9/30/2024	$117	$255	$38	$409
9/30/2025	$122	$250	$39	$410
9/30/2026	$124	$244	$40	$408
9/30/2027	$129	$239	$40	$408
9/30/2028	$134	$233	$41	$408
9/30/2029	$139	$227	$42	$408
9/30/2030	$144	$220	$43	$407
9/30/2031	$149	$214	$44	$407
9/30/2032	$156	$207	$44	$408
9/30/2033	$161	$200	$45	$407
9/30/2034	$169	$193	$46	$408
9/30/2035	$174	$185	$47	$406
9/30/2036	$181	$178	$48	$407
9/30/2037	$189	$169	$49	$407
9/30/2038	$196	$161	$50	$407
9/30/2039	$204	$152	$51	$407
9/30/2040	$211	$143	$52	$406
9/30/2041	$218	$133	$53	$405
9/30/2042	$228	$124	$54	$406
9/30/2043	$238	$113	$55	$407
9/30/2044	$248	$103	$56	$407
9/30/2045	$258	$91	$58	$407
9/30/2046	$268	$80	$59	$407
9/30/2047	$278	$68	$60	$406
9/30/2048	$290	$55	$61	$407
9/30/2049	$303	$42	$62	$407
9/30/2050	$315	$29	$64	$407
9/30/2051	$320	$14	$65	$399
Total	**$5,775**	**$4,583**	**$1,444**	**$11,802**

1 - The 9/30/XX dates represent the fiscal year end.
2 - The interest is calculated assuming a 4.50% interest rate on the obligation related to Phase #1s pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA Additional MI SAP – Levy Ordinance)

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Andy Glasgow, Director of Engineering
CC: Jason Laumer, City Manager
Date: November 9, 2021
Re: CR 51 ROW Abandonment (Glasgow)

Action Requested:
Conduct a public hearing and act upon an ordinance of the City of Celina, abandoning the rights-of-way totaling approximately 0.275 acre, as more particularly described and depicted in Exhibit "A", to the abutting owner; generally located south of the Collin County Outer Loop Eastbound Frontage Road and west of Huddleston Drives; and providing for the furnishing of a certified copy of this ordinance for recording in the real property records of Collin County, Texas, as a quit claim deed of the City; and providing an effective date. (Cambridge Crossing ROW Abandonment) (Glasgow)

Background:
This request is to abandon 0.275 acre of right of way granted to Collin County for CR 51. Collin County has transferred ownership to the City per attached exhibit "B". The abutting property is owned by Cambridge Crossing and CR 51 has been realigned and constructed as portions of the Collin County Outerloop Eastbound Frontage Road and Conventry Drive through Cambridge Crossing Phase 1. Please refer to the attachments for additional information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
NA

CITY OF CELINA, TEXAS
ORDINANCE 2021-____
CAMBRIDE CROSSING PHASE 3 RIGHT-OF-WAY ABANDONMENT

AN ORDINANCE ABANDONING AND VACATING APPROXIMATELY 0.275 ACRE UNIMPROVED RIGHT-OF-WAY GENERALLY LOCATED SOUTH OF THE OUTER LOOP AND WEST OF HUDDLESTON DRIVE, ALONG OLD COUNTY ROAD 51, SITUATED IN THE COLLIN COUNTY RICHARD ALDERSON SURVEY, ABSTRACT NO. 7, COLLIN COUNTY, TEXAS, AND RECORDED IN THE DEED DECORDS OF COLLIN COUNTY, TEXAS, UNDER VOLUME 4165 PAGE 1563; PROVIDING FOR THE TERMS AND CONDITIONS OF THE ABANDONMENT; PROVIDING SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owners of the property underlying the 0.275 acre unimproved right-of-way generally located south of the Outer Loop and west of Huddleston Drive, along old County Road 51, situated in the Collin County Richard Alderson Survey, Abstract No. 7, Collin County, Texas, and recorded in the Deed Records of Collin County, Texas, under volume 4165 page 1563, have petitioned the City of Celina to vacate said right-of-way; and

WHEREAS, after due notice was sent to all persons owning properties adjacent to such right-of way and all persons affected thereby; and

WHEREAS, after the Collin County Commissioners Court approved the transfer of the right-of-way easement to the City of Celina during a regular session on September 20, 2021, more fully described in Exhibit B, attached hereto.

WHEREAS, after due notice and hearing held before the City Council of the City of Celina, the City Council has determined and finds that the right-of-way is not needed for travel by the general public, and that the same should be vacated.

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

SECTION 1. That the 0.275 acre unimproved right-of-way generally located south of the Outer Loop and west of Huddleston Drive, along old County Road 51, situated in the Collin County Richard Alderson Survey, Abstract No. 7, Collin County, Texas, and recorded in the Deed Records of Collin County, Texas, under volume 4165 page 1563, more fully described in Exhibit A, attached hereto, is hereby closed and vacated for public travel. The City Manager is herby authorized to sign any deeds or other necessary documents to effectuate the abandonment and conveyance of said Easement.

SECTION 2. This ordinance shall take effect immediately from and after its passage.

Attachment: ROW Abandonment Cambridge Crossing Ph 3_DRAFT (County Road 51 ROW Abandonment)

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas on the 9th day of November, 2021.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: ROW Abandonment Cambridge Crossing Ph 3_DRAFT (County Road 51 ROW Abandonment)

Attachment: ROW Abandonment Cambridge Crossing Ph 3_DRAFT (County Road 51 ROW Abandonment)

Exhibit A

4165 1563

PROJECT: County Road 51

98- 0048741

EASEMENT

THE STATE OF TEXAS)
)
COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS:

That, **Jerry Glen Hansel and wife, Sally Haggard Hansel**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of One and 00/100 Dollar ($1.00) and other good and valuable consideration in hand paid by the County of Collin, acting by and through Collin County Commissioners Court, receipt of which is hereby acknowledged, have this day sold and by these presents do grant, bargain, sell and convey unto the County of Collin the free and uninterrupted use, liberty, and privilege of the passage in, along, upon and across the following described property in Collin County, Texas. Also shown on **Exhibit "A"** attached hereto and made a part hereof.

Situated in Collin County, Texas, in the Richard Alderson Survey, Abstract No. 7, and being a strip of land 30 feet wide parallel and adjacent to the centerline of County Road 51 and part of the north line of a tract of land described in a Warranty Deed to Grantor recorded at County Clerk No. 92-0077846 in the Collin County Deed Records, said strip being 400 feet, more or less, in length.

Together with a 10 foot Temporary Work Easement which will be released after County Road 51 has been upgraded to rock.

Note: It is intended that the south line of this easement be located 30 feet from the existing road centerline regardless of the actual location of the property line as shown on Exhibit "A".

And it is further agreed that the said County of Collin in consideration for the benefits above set out, will remove from the property above described, such fences, buildings and other obstructions as may now be found upon said property.

Collin County, its agents, employees, workmen or representatives shall have the right and privilege of ingress, egress, and regress in, along and across said premises at all times for the purpose of making additions to, improvements on and repairs to the said road or any part thereof.

TO HAVE AND TO HOLD unto the said County of Collin and its assigns the premises above described for the purpose aforesaid.

IN WITNESS HEREOF, this instrument is executed on this the 6th day of May, 1998

x Jerry Glen Hansel x Sally Haggard Hansel

UNOFFICIAL

Attachment: ROW Abandonment Cambridge Crossing Ph 3_DRAFT (County Road 51 ROW Abandonment)

4165 1564

ACKNOWLEDGMENT

THE STATE OF TEXAS,)
COUNTY OF Collin)

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Terry Glen Hansel, known to me (or proved to me on the oath of _____ a credible witness,) to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 6th day of May, 1998.

BARBARA H. SHELGREN
NOTARY PUBLIC
State of Texas
Comm. Exp. 08-30-2001

Barbara H. Shelgren
Notary Public, State of Texas

My Commission expires on the 30th day of Aug. 2001.

ACKNOWLEDGMENT

THE STATE OF TEXAS,)
COUNTY OF Collin)

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Sally Haggard Hansel, known to me (or proved to me on the oath of _____ a credible witness,) to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 6th day of May, 1998.

BARBARA H. SHELGREN
NOTARY PUBLIC
State of Texas
Comm. Exp. 08-30-2001

Barbara H. Shelgren
Notary Public, State of Texas

My Commission expires on the 30th day of Aug. 2001.

CERTIFICATE OF RECORDING

THE STATE OF TEXAS)
COUNTY OF COLLIN)

EASEMENT

_____ Grantors

TO COLLIN COUNTY

FILED FOR RECORD

This _____ day of _____, 19____.

at County Clerk No. _____.

Helen Starnes, County Clerk

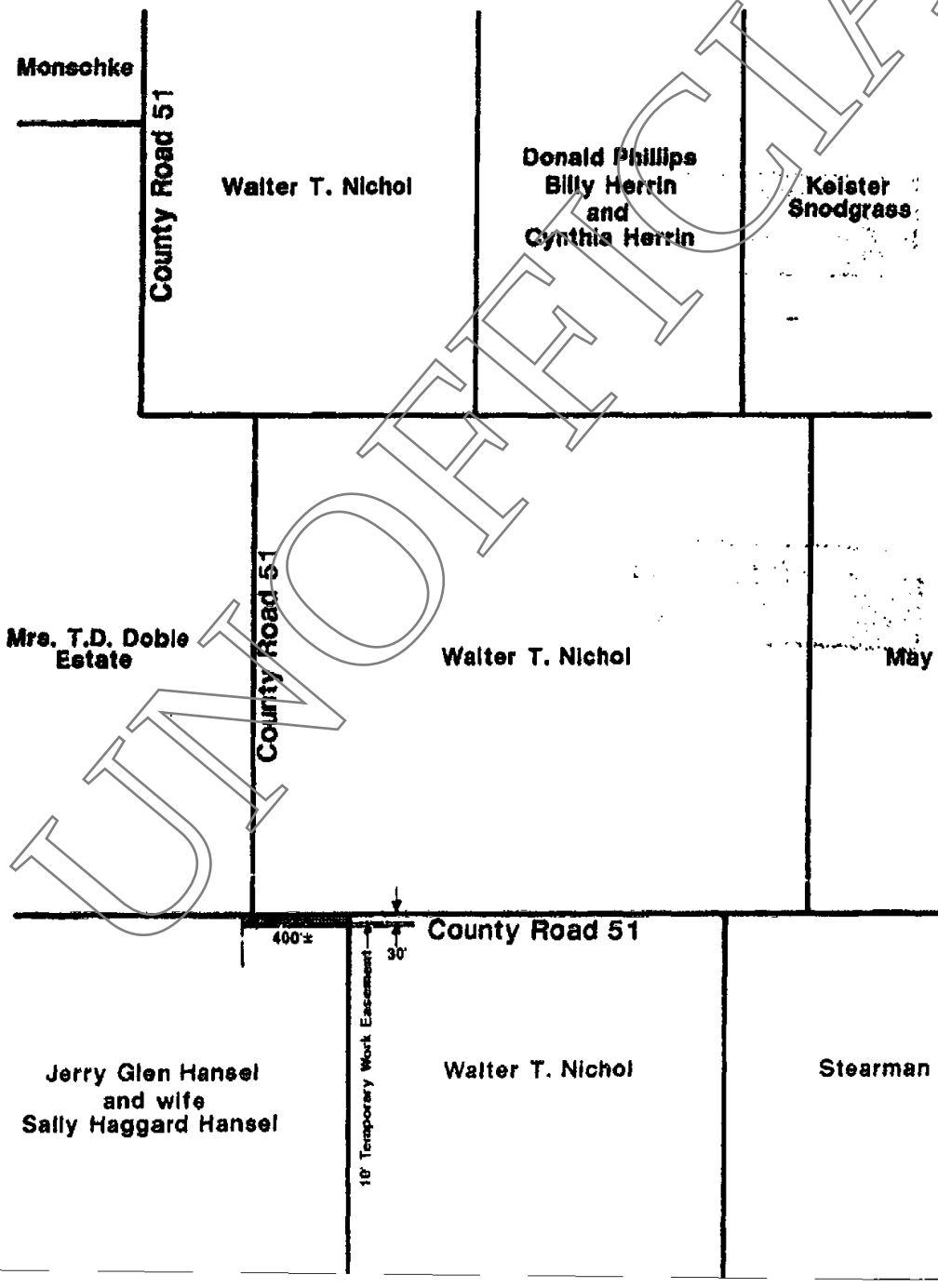
By _____ Deputy

UNOFFICIAL

Attachment: ROW Abandonment Cambridge Crossing Ph 3_DRAFT (County Road 51 ROW Abandonment)

4165 1565

Exhibit "A"



UNOFFICIAL

Attachment: ROW Abandonment Cambridge Crossing Ph 3_DRAFT (County Road 51 ROW Abandonment)

After recording Return to:
James Lorance x. 3712
Public Works

4165 1566

UNOFFICIAL

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW

(COUNTY OF COLLIN)
(THE STATE OF TEXAS)
I hereby certify that this instrument was FILED in the File Number Sequence on the date and the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Collin County, Texas on

MAY 14 1998

Helen Starnes

Filed for Record in:
COLLIN COUNTY, TX
HONORABLE HELEN STARNES

On 1998/05/14

At 12:49P

Number: 98- 0048741
Type : EM 15.00

Attachment: ROW Abandonment Cambridge Crossing Ph 3_DRAFT (County Road 51 ROW Abandonment)

Attachment: ROW Abandonment Cambridge Crossing Ph 3_DRAFT (County Road 51 ROW Abandonment)

Exhibit B

State of Texas	§	Court Order
Collin County	§	2021-923-09-20
Commissioners Court	§	

An order of the Collin County Commissioners Court approving an easement transfer.

The Collin County Commissioners Court hereby approves the transfer of an easement recorded in the Deed Records of Collin County, Texas, under volume 4165 page 1563 to the City of Celina, Texas, as detailed in the attached documentation.

A motion was made, seconded, and carried by a majority of the court members in attendance during a regular session on Monday, September 20, 2021.

Chris Hill, County Judge

Darrell Hale, Commissioner, Pct 3

Susan Fletcher, Commissioner, Pct 1

Duncan Webb, Commissioner, Pct 4

Cheryl Williams, Commissioner, Pct 2

ATTEST: Stacey Kemp, County Clerk

Attachment: ROW Abandonment Cambridge Crossing Ph 3_DRAFT (County Road 51 ROW Abandonment)

Location Map

GRAPHIC SCALE

100 50 0 100 300

(IN FEET)
1 inch = 100 ft.

● ZONING: LOT SIZE 74'S – TYPE 1
TYPICAL LOT SIZE = 74'x140'
TYPICAL PAD SIZE = 60'x95' (*90' DEPTH ALLOWED)
(INCLUDES 5' GARAGE OVERHANG)
FRONT YARD = 25' (GARAGE SETBACK = 26', J–SWING GARAGE SETBACK = 20')
SIDE YARD = 7', 15' STREET
REAR YARD = 25'
MIN LOT AREA = 9,000 S.F.
MIN LOT WIDTH = 70' (65' CULS/EYEBROW; 35' @ ROW)
MIN LOT DEPTH = 115'

□ ZONING: LOT SIZE 60'S – TYPE 2
TYPICAL LOT SIZE = 60'x130'
TYPICAL PAD SIZE = 50'x85' (80' MIN)
FRONT YARD = 20'(GARAGE SETBACK = 25'; J–SWING GARAGE SETBACK = 20')
SIDE YARD = 5', 15' STREET
REAR YARD = 20'
MIN LOT AREA = 7,500 S.F.
MIN LOT WIDTH = 60' (55' CULS/EYEBROW; 35' @ ROW)
MIN LOT DEPTH = 110'

LOT COUNT SUMMARY
● 19 ~ 60'x95' PAD LOTS (1 SPECIAL FIT)
□ 122 ~ 50'x85' PAD LOTS (1 SPECIAL FIT)
■ 11 ~ 60'x85' PAD LOTS (2 SPECIAL FIT)

152 LOTS TOTAL ~ SOUTH TRACT
PHASE THREE = 46.409 ACRES

SOUTH TRACT
PAD MAP
CAMBRIDGE CROSSING PHASE THREE

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
NWR	NWR	CWH	04/22/2021	1" = 100'	14037-03	1 / 1

Attachment: E_Location Map (County Road 51 ROW Abandonment)

Y:\14037\14037-03-PAD-S.dwg, Layout1, 4/29/2021 10:14:18 AM, nritzell

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Bella Lopez, Senior Planner
CC:	Jason Laumer, City Manager
Date:	November 9, 2021
Re:	Parks at Wilson Creek PID Phase #1 PID - Bond Ordinance

Action Requested:
Consider and act upon an ordinance of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (The Parks at Wilson Creek Public Improvement District Phase #1 Project); approving and authorizing related agreements; and providing an effective date. (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance) (Lopez)

Background Information:
The pre-pricing ordinance is attached. The ordinance with final pricing will be provided to Council at the regular meeting.

Legal Review:
This item has been reviewed by the City Attorney.

Supporting Documents:
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF CELINA, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021 (THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT PHASE #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 Parks at Wilson Creek Public Improvement District" (the "District"), pursuant to Resolution No. 2021-58R adopted by the City Council of the City (the "City Council") on August 10, 2021; and

WHEREAS, pursuant to the PID Act, the City Council published notice of and convened a public hearing on November 9, 2021, regarding the levy of special assessments against benefitted property located within the first construction phase of the District ("Phase #1"), and, after hearing testimony at such public hearing, the City Council closed the public hearing and adopted Ordinance No. _____ (the "Assessment Ordinance") on November 9, 2021; and

WHEREAS, in the Assessment Ordinance, the City Council approved and accepted The Parks at Wilson Creek Public Improvement District Service and Assessment Plan, dated November 9, 2021 (as updated, amended, and/or restated, the "Service and Assessment Plan") relating to the District and levied special assessments (the "Assessments") against the Phase #1 Assessed Property as shown on the Phase #1 Assessment Roll – Phase #1 Improvements and Initial Major Improvements that is attached to the Service and Assessment Plan as Exhibit I; and

WHEREAS, capitalized terms used in this Ordinance and not otherwise defined herein shall have the meanings assigned to them in the Service and Assessment Plan; and

WHEREAS, the City is authorized by the PID Act to issue its revenue bonds payable from the Assessments and other revenues received for the purposes of (i) paying a portion of the Actual Costs of the Phase #1 Projects, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Phase #1 Projects, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance; and

WHEREAS, the City Council 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 2021 (The Parks at Wilson Creek Public Improvement District Phase #1 Project)" (the "Bonds"), such series to be payable from and secured by the Trust Estate (as defined in the Indenture); and

WHEREAS, the City Council hereby finds and determines to (i) approve the issuance of the Bonds to finance a portion of the Actual Costs of the Phase #1 Projects, as identified in the Service and Assessment Plan, (ii) approve the form, terms, and provisions of an Indenture (defined below) securing the Bonds authorized hereby, (iii) approve the form, terms and provisions of a Bond Purchase Agreement (defined below) between the City and the purchaser of the Bonds, (iv) approve a Preliminary Limited Offering Memorandum (defined below) and a

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

Limited Offering Memorandum (defined below), and (v) approve the form, terms and provisions of a Continuing Disclosure Agreement (defined below); and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code; now, therefore

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

SECTION 1. Approval of Issuance of Bonds and Indenture of Trust.

(a) The issuance of the Bonds in the principal amount of $_____ for the purpose of providing funds for (i) paying a portion of the Actual Costs of the Phase #1 Projects, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Phase #1 Projects, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance, 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, 2021, between the City and U.S. Bank National Association, as trustee (the "Trustee"), which Indenture is hereby approved in substantially the form attached hereto as **Exhibit A,** which is incorporated herein as a part hereof for all purposes, with such changes or additions thereto as may be approved by the Mayor or Mayor Pro Tem of the City (upon the advice of the City Manager) as evidenced by the execution and delivery thereof. The Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute the Indenture and the City Secretary or the Assistant City Secretary is hereby authorized and directed to attest such signature of the Mayor or Mayor Pro Tem and such officials are hereby authorized to deliver the Indenture.

(c) The Bonds shall be dated, shall mature on the date or dates and in the principal amounts, shall bear interest, shall be subject to redemption and shall have such other terms and provisions as set forth in the Indenture. The Bonds shall be in substantially the form set forth in the Indenture with such insertions, omissions and modifications as may be required to conform the form of bond to the actual terms of the Bonds. The Bonds shall be payable from and secured by the Pledged Revenues (as defined in the Indenture) and other assets of the Trust Estate pledged to such series, and shall never be payable from ad valorem taxes.

SECTION 2. Sale of Bonds; Approval of Bond Purchase Agreement. The Bonds shall be sold to FMSbonds, Inc. (the "Underwriter") under that certain Bond Purchase Agreement (the "Bond Purchase Agreement"), dated the date hereof, between the City and the Underwriter, substantially in the form attached hereto as **Exhibit B** which is incorporated herein as a part hereof for all purposes, which terms of sale are declared to be in the best interests of the City at the price and on the terms and provisions set forth in the Bond Purchase Agreement. The form, terms and provisions of the Bond Purchase Agreement are hereby authorized and approved with such changes as may be necessary or desirable to carry out the intent of this Ordinance and as approved by the City Manager, such approval to be evidenced by the execution and delivery of the Bond Purchase Agreement by the Mayor or Mayor Pro Tem of the City. The Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute and deliver the Bond Purchase Agreement.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

SECTION 3. Limited Offering Memorandum. The form and substance of the Preliminary Limited Offering Memorandum for the Bonds and any addenda, supplement or amendment thereto (the "Preliminary Limited Offering Memorandum") and the final Limited Offering Memorandum (the "Limited Offering Memorandum") are hereby in all respects approved and adopted. The Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, as thus approved and delivered, with such appropriate variations as shall be approved by the Mayor or Mayor Pro Tem of the City and the Underwriter, may be used by the Underwriter in the offering and sale of the Bonds. The City Secretary or the Assistant City Secretary is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum and Limited Offering Memorandum and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in the offering of the Bonds is hereby ratified, approved and confirmed and the Preliminary Limited Offering Memorandum is hereby deemed "final" as of its date, within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. Notwithstanding the approval and delivery of such Preliminary Limited Offering Memorandum and Limited Offering Memorandum by the Mayor or Mayor Pro Tem, this City Council, including the Mayor and Mayor Pro Tem, are not responsible for and proclaim no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and Limited Offering Memorandum pertaining to the Development (as defined in the Limited Offering Memorandum), the Developer (as defined in the Limited Offering Memorandum) or their financial ability, or of any builders, any landowners, or the appraisal of the property in the District.

SECTION 4. Continuing Disclosure Agreement. That certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (The Parks at Wilson Creek Public Improvement District Phase #1 Project) Continuing Disclosure Agreement of the Issuer" (the "Continuing Disclosure Agreement") between the City, MuniCap, Inc., and HTS Continuing Disclosure Services, a Division of Hilltop Securities Inc., is hereby authorized and approved in substantially the form attached hereto as **Exhibit C** which is incorporated herein as a part hereof for all purposes and the City Manager, Mayor, and Mayor Pro Tem of the City is authorized and directed to execute and deliver such Continuing Disclosure Agreement with such changes as may be required to carry out the purpose of this Ordinance and as approved by the City Manager, Mayor or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 5. Additional Actions. The Mayor, the Mayor Pro Tem, the City Manager, the Assistant City Manager, the Finance Director, and the City Secretary or the Assistant City Secretary are each hereby authorized and directed to take any and all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Ordinance and to issue the Bonds in accordance with the terms of this Ordinance. The Mayor, the Mayor Pro Tem, the City Manager, the Assistant City Manager, the Finance Director, and the City Secretary or the Assistant City Secretary are each hereby authorized and directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in connection with the sale, issuance and delivery of the Bonds and the carrying out of the purposes and intent of this Ordinance or any other certificates, agreements, or other documents subsequent to the delivery of the Bonds which may be necessary or appropriate to carry out or fulfill the purpose and intent of the Service and Assessment Plan and the acquisition and construction of the Phase #1 Projects.

SECTION 6. 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 7. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 8. 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 9. 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 10. 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 11. Effective Date. This Ordinance shall take effect and be in force immediately from and after its adoption on the date shown below in accordance with Texas Government Code, Section 1201.028, as amended.

[Remainder of Page Intentionally Left Blank]

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

PASSED AND ADOPTED, this November 9, 2021.

CITY OF CELINA, TEXAS

_____
Mayor

ATTEST:

_____
Assistant City Secretary

(City Seal)

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

EXHIBIT A

INDENTURE OF TRUST

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

INDENTURE OF TRUST

By and Between

CITY OF CELINA, TEXAS

and

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

DATED AS OF DECEMBER 1, 2021

SECURING

$_____
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT
PHASE #1 PROJECT)

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

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INDENTURE OF TRUST

THIS INDENTURE, dated as of December 1, 2021 is by and between the CITY OF CELINA, TEXAS (the "City"), and U.S. BANK NATIONAL ASSOCIATION, DALLAS, TEXAS, as trustee (together with its successors, the "Trustee"). Capitalized terms used in the preambles, recitals and granting clauses and not otherwise defined shall have the meanings assigned thereto in Article I.

WHEREAS, a petition was submitted and filed with the City Secretary of the City (the "City Secretary") pursuant to the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the "PID Act"), requesting the creation of a public improvement district located within the corporate limits of the City to be known as The Parks at Wilson Creek Public Improvement District (the "District"); and

WHEREAS, the petition contained the signature of the owner of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Collin Central Appraisal District, and the signature of the property owner who owns taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the District; and

WHEREAS, on August 10, 2021, after due notice, the City Council of the City (the "City Council") held the public hearing in the manner required by law on the advisability of the improvement projects and services described in the petition as required by Section 372.009 of the PID Act and on August 10, 2021, the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2021-58R, 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 August 16, 2021, the City published notice of its authorization of the District in the *Celina Record*, a newspaper of general circulation in the City; and

WHEREAS, no written protests of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after August 16, 2021; and

WHEREAS, on October 12, 2021, the City Council by Resolution No. _____ made findings and determinations relating to the Actual Costs of certain Authorized Improvements, received and accepted a preliminary service and assessment plan and proposed assessment rolls, called public hearings for November 9, 2021 and directed City staff to (i) file said proposed assessment rolls with the City Secretary and to make it available for public inspection as required by Section 372.016(b) of the PID Act, and (ii) publish such notice relating to the November 9, 2021 hearings as required by Section 372.016(b) of the PID; and

WHEREAS, on October 18, 2021, the City Council, pursuant to Section 372.016(b) of the PID Act, published notice of the public hearing in the *Celina Record*, a newspaper of general circulation in the City, to consider the proposed Service and Assessment Plan and the Assessment Roll and the levy of the Assessments on property within Phase #1 of the District; and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the PID Act, mailed notice of the public hearing to consider the proposed Assessment Roll and the Service and

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

Assessment Plan and the levy of Assessments on property in Phase #1 of the District to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Council opened and convened the hearing on November 9, 2021 and at such public hearing all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the proposed Service and Assessment Plan, the proposed Assessment Roll and the Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of estimated costs of the Phase #1 Projects, the purposes of the Assessments, the special benefits of the Phase #1 Projects, and the penalties and interest on Annual Installments and on delinquent Annual Installments of the Assessments, and there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of estimated costs of the Phase #1 Projects, the Assessment Roll, and the levy of the Assessments; and

WHEREAS, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, the City approved Ordinance No. _____, which levied the Assessments and approved the Service and Assessment Plan, in conformity with the requirements of the PID Act; and

WHEREAS, the City Council is authorized by the PID Act to issue its revenue bonds payable from the Assessments for the purpose of (i) paying a portion of the Actual Costs of the Phase #1 Projects, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Phase #1 Projects, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance; and

WHEREAS, the City Council now desires to issue revenue bonds, in accordance with the PID Act, such bonds to be entitled “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (The Parks at Wilson Creek Public Improvement District Phase #1 Project)”, such Bonds being payable solely from the Trust Estate and for the purposes set forth in the preamble of this Indenture; and

WHEREAS, the Trustee has agreed to accept the trusts herein created upon the terms set forth in this Indenture;

NOW, THEREFORE, the City, in consideration of the foregoing premises and acceptance by the Trustee of the trusts herein created, of the purchase and acceptance of the Bonds Similarly Secured by the Owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, CONVEY, PLEDGE, TRANSFER, ASSIGN, and DELIVER to the Trustee for the benefit of the Owners, a security interest in all of the moneys, rights and properties described in the Granting Clauses hereof, as follows (collectively, the “Trust Estate”):

FIRST GRANTING CLAUSE

The Pledged Revenues, as herein defined, and all moneys and investments held in the Pledged Funds, including any and all proceeds thereof and any contract or any evidence of indebtedness related thereto or other rights of the City to receive any of such moneys or investments, whether now existing or hereafter coming into existence, and whether now or hereafter acquired; and

SECOND GRANTING CLAUSE

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Any and all other property or money of every name and nature which is, from time to time hereafter by delivery or by writing of any kind, conveyed, pledged, assigned or transferred, to the Trustee as additional security hereunder by the City or by anyone on its behalf or with its written consent, and the Trustee is hereby authorized to receive any and all such property or money at any and all times and to hold and apply the same subject to the terms thereof;

TO HAVE AND TO HOLD the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors or assigns;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the benefit of all present and future Owners of the Bonds Similarly Secured from time to time issued under and secured by this Indenture, and for enforcement of the payment of the Bonds Similarly Secured in accordance with their terms, and for the performance of and compliance with the obligations, covenants, and conditions of this Indenture;

PROVIDED, HOWEVER, that if and to the extent Assessments have been prepaid, the lien on real property associated with such Assessment prepayment shall be released and any rights of the Trustee and the Owners, as provided in this Indenture, to request the City to proceed with foreclosure procedures for the purpose of protecting and enforcing the rights of the Owners with respect to the Assessments levied against such property shall terminate;

PROVIDED, FURTHER, HOWEVER, if the City or its assigns shall well and truly pay, or cause to be paid, the principal or Redemption Price of and the interest on all the Bonds Similarly Secured at the times and in the manner stated in the Bonds Similarly Secured, according to the true intent and meaning thereof, then this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Indenture is to be and remain in full force and effect;

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds Similarly Secured issued and secured hereunder are to be issued, authenticated, and delivered and the Trust Estate hereby created, assigned, and pledged is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as hereinafter expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners from time to time of the Bonds Similarly Secured as follows:

ARTICLE I

DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.1. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Indenture, the following terms shall have the meanings specified below:

“Account” means any of the accounts established pursuant to Section 6.1 of this Indenture.

“Actual Costs” mean, with respect to a Phase #1 Project, the demonstrated, reasonable, allocable, and allowable costs of constructing such Phase #1 Project, as specified in a payment request in a form that has been reviewed and approved by the City. Actual Costs may include (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Phase #1 Project, including general

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contractor construction management fees, if any, (b) the costs of preparing the construction plans for such Phase #1 Project, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Phase #1 Project, (d) the costs for external professional costs associated with such Phase #1 Project, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, property taxes, (e) the costs of all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and material men in connection with the acquisition, construction or implementation of the Phase #1 Project, (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal, and consulting fees, financing charges, taxes, governmental fees and charges (including inspection fees, City permit fees, development fees), insurance premiums, miscellaneous expenses, and all advances and payments for Administrative Expenses.

"Additional Bonds" means the additional parity bonds authorized to be issued in accordance with the terms and conditions prescribed in 13.2(c) of this Indenture.

"Additional Interest" means the amount collected by application of the Additional Interest Rate.

"Additional Interest Rate" means the 0.50% additional interest rate charged on the Assessments pursuant to Section 372.018 of the PID Act.

"Additional Interest Reserve Account" means the reserve account administered by the City and segregated from other funds of the City in accordance with the provisions of Section 6.7 of this Indenture.

"Additional Interest Reserve Requirement" means an amount equal to 5.50% of the principal amount of the Outstanding Bonds Similarly Secured to be funded from Assessment Revenues to be deposited to the Pledged Revenue Fund and transferred to the Additional Interest Reserve Account.

"Additional Major Improvements" means Authorized Improvements which benefit all of the Assessed Property within the District and which are constructed following the Initial Major Improvements, as described in Section III.C of the Service and Assessment Plan. Although subject to change, current plans anticipate that the Additional Major Improvements will be constructed with the development of the second through fifth construction phase of development.

"Additional Obligations" means any bonds or obligations, including specifically, any installment contracts, reimbursement agreements, temporary notes or time warrants secured in whole or in part by an assessment, other than the Assessments securing the Bonds Similarly Secured, levied against property within the District, including, but not limited to the Phase #1 Additional Major Improvement Assessments levied against property within Phase #1 at the same time as the Assessments, in accordance with the PID Act.

"Administrative Expenses" mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation of the District, including, but not limited to, the costs of: (i) creating and organizing the District, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the District, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Assessments and the system of registration and transfer of the

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Bonds Similarly Secured, (v) paying and redeeming the Bonds Similarly Secured, (vi) investing or depositing of monies, (vii) complying with the PID Act and other laws applicable to the Bonds Similarly Secured, (viii) the Trustee fees and expenses relating to the Bonds Similarly Secured, including reasonable fees, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Phase #1 Projects. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds Similarly Secured. Assessments collected for Administrative Expenses and not expended for actual Administrative Expenses in one year shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

"Administrative Fund" means that Fund established by Section 6.1 and administered pursuant to Section 6.9 hereof.

"Administrator" means an employee of the City or third-party designee of the City who shall have the responsibilities provided in the Service and Assessment Plan, this Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District. The initial Administrator is MuniCap, Inc.

"Annual Debt Service" means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds Similarly Secured in such Bond Year, assuming that the Outstanding Bonds Similarly Secured are retired as scheduled (including by reason of Sinking Fund Installments), and (ii) the principal amount of the Outstanding Bonds Similarly Secured due in such Bond Year (including any Sinking Fund Installments due in such Bond Year).

"Annual Installment" means, with respect to each Assessed Parcel, each annual payment of the Assessments (including both principal of and interest on the Assessments) as shown on the Assessment Roll attached to the Service and Assessment Plan as Appendix I and related to the Phase #1 Projects; which annual payment includes Administrative Expenses and the Additional Interest collected on each annual payment of the Assessments as described in Section 6.7 herein and as defined and calculated in the Service and Assessment Plan or in any Annual Service Plan Update.

"Annual Service Plan Update" means the annual review and update of the Service and Assessment Plan required by the PID Act and the Service and Assessment Plan.

"Applicable Laws" means the PID Act, and all other laws or statutes, rules, or regulations, and any amendments thereto, of the State of Texas or of the United States, by which the City and its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived.

"Assessed Parcel" means each parcel of land located within Phase #1 of the District against which an Assessment is levied by the Assessment Ordinance in accordance with the Service and Assessment Plan.

"Assessed Property" means, collectively, all Assessed Parcels.

"Assessment Ordinance" means Ordinance No. 2021-_____ adopted by the City Council on November 9, 2021, which levied the Assessments on the Assessed Property located within Phase #1 of the District.

"Assessment Roll" means the assessment roll attached as Appendix I to the Service and Assessment Plan or any other assessment roll in an amendment or supplement to the Service and Assessment Plan or in an Annual Service Plan Update, showing the total amount of the

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Assessment against each Assessed Parcel related to the Bonds Similarly Secured and the Phase #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.

"Assessments" means the aggregate assessments, as shown on the Assessment Roll. The singular of such term means the assessment levied against an Assessed Parcel, including the portion to be paid for Administrative Expenses, as shown on the Assessment Roll, subject to reallocation upon the subdivision of an Assessed Parcel, or consolidation of multiple Assessed Parcels, or reduction according to the provisions of the Service and Assessment Plan and the PID Act. For clarity, the term Assessments does not include the Phase #1 Additional Major Improvement Assessments levied against the property within Phase #1 by the Phase #1 Additional Major Improvement Assessment Ordinance.

"Assessment Revenue" means monies collected by or on behalf of the City from any one or more of the following: (i) an Assessment levied against an Assessed Parcel, or Annual Installment payment thereof, including any interest on such Assessment or Annual Installment thereof during any period of delinquency, (ii) a Prepayment, and (iii) Foreclosure Proceeds.

"Authorized Denomination" means $25,000 and any integral multiple of $1,000 in excess thereof; provided, however, that if the total principal amount of any Outstanding Bond Similarly Secured is less than $25,000, then the Authorized Denomination of such Outstanding Bond Similarly Secured shall be the amount of such Outstanding Bond Similarly Secured.

"Authorized Improvements" means improvements authorized by Section 372.003 of the PID Act, including those listed in Section III of the Service and Assessment Plan.

"Bond" means any of the Bonds.

"Bond Counsel" means Norton Rose Fulbright US LLP or any other attorney or firm of attorneys designated by the City that is nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Date" means the date designated as the initial date of the respective series of the Bonds Similarly Secured by Section 3.2 of this Indenture.

"Bond Fund" means the Fund of such name established pursuant to Section 6.1 and administered as provided in Section 6.4.

"Bond Ordinance" means Ordinance No. 2021-_____ adopted by the City Council on November 9, 2021, authorizing the issuance of the Bonds pursuant to this Indenture.

"Bond Pledged Revenue Account" means the Account of such name established pursuant to Section 6.1.

"Bond Similarly Secured" means any of the Bonds Similarly Secured.

"Bonds" means the City's bonds authorized to be issued by Section 3.1(a) of this Indenture entitled "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (The Parks at Wilson Creek Public Improvement District Phase #1 Project)"

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

"Bonds Similarly Secured" means the Outstanding Bonds and any Outstanding Additional Bonds and any Outstanding Refunding Bonds hereafter issued pursuant to and secured under this Indenture.

"Bond Year" means the one-year period beginning on September 1 in each year and ending on August 31 in the following year.

"Business Day" means any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the City or the Trustee.

"Capitalized Interest Account" means the Account of such name established pursuant to Section 6.1.

"Certification for Payment" means a certificate substantially in the form of Exhibit A to the PID Reimbursement Agreement or otherwise approved by the Developer and a City Representative executed by a Person approved by a City Representative, delivered to a City Representative and the Trustee specifying the amount of work performed related to the Phase #1 Projects and the Actual Costs thereof, and requesting payment for such Actual Costs from money on deposit in an account of the Project Fund as further described in the PID Reimbursement Agreement and Section 6.5 herein.

"City Certificate" means a certificate signed by the City Representative and delivered to the Trustee.

"City Representative" means any official or agent of the City authorized by the City Council to undertake the action referenced herein.

"Closing Date" means the date of the initial delivery of and payment for each series of the Bonds Similarly Secured. With respect to the Bonds, the Closing Date is December 7, 2021.

"Code" means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

"Costs of Issuance Account" means the Account of such name established pursuant to Section 6.1.

"Defeasance Securities" means Investment Securities then authorized by applicable law for the investment of funds to defease public securities.

"Delinquent Collection Costs" means the costs related to the foreclosure on an Assessed Parcel and the costs of collection of a delinquent Assessment in accordance with the PID Act, including penalties and reasonable attorney's fees actually paid, but excluding amounts representing interest and penalty interest.

"Designated Payment/Transfer Office" means (i) with respect to the initial Paying Agent/Registrar named in this Indenture, the transfer/payment office located in St. Paul, Minnesota, or such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

"Developer" means The Parks at Wilson Creek, L.P., a Texas limited partnership, and its successors and assigns.

"District Administration Account" means the Account of such name established pursuant to Section 6.1.

"Developer Reimbursement Pledged Revenue Account" means the Account of such name established pursuant to Section 6.1.

"Development Agreement" means that certain Amended and Restated Development Agreement (The Parks at Wilson Creek) entered into as of September 8, 2015 by and between the City, Developer and the Testamentary Trust Created Under the Will of Moses Hubbard, Deceased, Probate No. 1762-1906, Probate Court, Collin County Texas and Second Amendment and Restatement of Moses and Mary Jane Hubbard Trust UWD January 5th, 1897, related to the property within the District, recorded in the real property records of Collin County, Texas, as Document No. 20150917001181960 on September 17, 2015, as amended by that certain First Amendment to Amended and Restated Development Agreement (The Parks at Wilson Creek) entered into as of October 8, 2019, by and between the City and Developer, recorded in the real property records of Collin County, Texas, as Document No. 20191021001322210 on October 12, 2019, as further amended by that certain Second Amendment to Amended and Restated Development Agreement (The Parks at Wilson Creek) entered into as of September 14, 2021, by and between the City and Developer, recorded in the real property records of Collin County, Texas, as Document No. 20210923001945090 on September 23, 2021, and as the same may be amended from time to time.

"DTC" shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" shall mean brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Foreclosure Proceeds" means the proceeds, including interest and penalty interest, received by the City from the enforcement of the Assessments against any Assessed Parcel(s), whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Costs.

"Fund" means any of the funds established pursuant to Section 6.1 of this Indenture.

"Indenture" means this Indenture of Trust as originally executed, or as it may be from time to time supplemented or amended by one or more indentures supplemental hereto and entered into pursuant to the applicable provisions hereof.

"Independent Financial Consultant" means any consultant or firm of such consultants appointed by the City who, or each of whom: (i) is judged by the City, as the case may be, to have experience in matters relating to the issuance and/or administration of the Bonds Similarly Secured; (ii) is in fact independent and not under the domination of the City; (iii) does not have any substantial interest, direct or indirect, with or in the City, or any owner of real property in the District, or any real property in the District; and (iv) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make reports to the City.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

"Initial Bond" means, with respect to the Bonds, the Initial Bond as set forth in Exhibit A to this Indenture and, with respect to any other series of Bonds Similarly Secured, the Initial Bond set forth in an exhibit to a Supplemental Indenture.

"Initial Major Improvements" means the Authorized Improvements which will benefit all of the property within the District, and which are anticipated to be constructed concurrently with the development of Phase #1 of the project, and as more particularly described in Section III.B of the Service and Assessment Plan.

"Interest Payment Date" means the date or dates upon which interest on any series of Bonds Similarly Secured is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being on March 1 and September 1 of each year and commencing, with respect to the Bonds, on March 1, 2022.

"Investment Securities" means those authorized investments described in the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended; and provided further investments are, at the time made, included in and authorized by the City's official investment policy as approved by the City Council from time to time.

"Major Improvement Area" means the property within the District excluding Phase #1, as further identified and depicted in 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 Similarly Secured.

"Minor Amount Redemption" means a redemption, pursuant to Section 4.4 of this Indenture, of a principal amount of a series of Bonds Similarly Secured that is less than ten percent (10%) of the Outstanding principal amount of such series of the Bonds Similarly Secured.

"Outstanding" means, as of any particular date when used with reference to the Bonds Similarly Secured, all Bonds Similarly Secured authenticated and delivered under this Indenture or any Supplemental Indenture except (i) any Bond Similarly Secured that has been canceled by the Trustee (or has been delivered to the Trustee for cancellation) at or before such date, (ii) any Bond Similarly Secured for which the payment of the principal or Redemption Price of and interest on such Bond Similarly Secured shall have been made as provided in Article IV, and (iii) any Bond Similarly Secured in lieu of or in substitution for which a new Bond Similarly Secured shall have been authenticated and delivered pursuant to Section 3.10 herein.

"Owner" means the Person who is the registered owner of a Bond Similarly Secured or Bonds Similarly Secured, as shown in the Register, which shall be Cede & Co., as nominee for DTC, so long as the Bonds Similarly Secured are in book-entry only form and held by DTC as securities depository in accordance with Section 3.11 herein.

"Paying Agent/Registrar" means initially the Trustee, or any successor thereto as provided in this Indenture.

"Person" or "Persons" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

"Phase #1" means the initial phase to be developed in the District, as further identified and depicted in the Service and Assessment Plan.

"Phase #1 Additional Major Improvements" means the portion of the Additional Major Improvements that are allocable to Phase #1, for which the Phase #1 Additional Major Improvement Area Assessments were levied against the property within Phase #1 by the Phase #1 Additional Major Improvement Assessment Ordinance.

"Phase #1 Additional Major Improvement Assessments" means the aggregate assessments, as shown on the Phase #1 Additional Major Improvement Assessment Roll which are levied against the property within Phase #1 of the District but which are not security for the Bonds.

"Phase #1 Additional Major Improvement Assessment Ordinance" means Ordinance No. 2021-_____ adopted by the City Council on November 9, 2021, which levied the Phase #1 Additional Major Improvement Assessments against the property within Phase #1 of the District.

"Phase #1 Additional Major Improvement Assessment Roll" means the assessment roll attached as Appendix J 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 related to the Phase #1 Additional Major Improvement Assessments.

"Phase #1 Improvement Account" means the Account of such name established pursuant to Section 6.1.

"Phase #1 Improvements" means the Authorized Improvements which only benefit property within Phase #1 of the District, as described in Section III.D of the Service and Assessment Plan.

"Phase #1 Initial Major Improvement Account" means the Account of such name established pursuant to Section 6.1.

"Phase #1 Initial Major Improvements" means the pro rata portion of the Initial Major Improvements allocable to Phase #1.

"Phase #1 Projects" means, collectively, (i) the Phase #1 Initial Major Improvements and (ii) the Phase #1 Improvements, as described in the Service and Assessment Plan.

"PID Act" means Texas Local Government Code, Chapter 372, as amended.

"PID Reimbursement Agreement" means the "PID Reimbursement Agreement – The Parks at Wilson Creek" between the City and the Developer, dated as of November 9, 2021 which provides for the payment of costs to the Developer for funds advanced by the Developer and used to pay costs of the Authorized Improvements and other matters related thereto.

"Pledged Funds" means the Pledged Revenue Fund (excluding the Developer Reimbursement Pledged Revenue Account), the Bond Fund, the Project Fund, the Reserve Fund, and the Redemption Fund.

"Pledged Revenue Fund" means that fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.3 herein.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

"Pledged Revenues" means the sum of (i) Assessment Revenue less the Administrative Expenses and (ii) any additional revenues that the City may pledge to the payment of Bonds Similarly Secured.

"Prepayment" means the payment of all or a portion of an Assessment before the due date thereof.

"Principal and Interest Account" means the Account of such name established pursuant to Section 6.1.

"Project Fund" means that fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.5 herein.

"Purchaser" means the initial purchaser of each series of the Bonds Similarly Secured.

"Rebate Amount" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Rebate Fund" means that fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.8 herein.

"Record Date" means the close of business on the fifteenth calendar day (whether or not a Business Day) of the month next preceding an Interest Payment Date.

"Redemption Fund" means that fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.6 herein.

"Redemption Price" means, when used with respect to any Bond Similarly Secured or portion thereof, the amount of par plus accrued and unpaid interest to the date of redemption, unless otherwise provided in a Supplemental Indenture.

"Refunding Bonds" means bonds issued pursuant to the PID Act and/or Chapter 1207 of the Texas Government Code or any other applicable law of the State of Texas (each as amended) to refund all or any portion of the then Outstanding Bonds Similarly Secured.

"Register" means the register specified in Article III of this Indenture.

"Reimbursement Fund" means that fund of such name established pursuant to Section 6.1.

"Reserve Account" means the Account of such name established pursuant to Section 6.1.

"Reserve Account Requirement" means the least of: (i) Maximum Annual Debt Service on the Bonds as of the Closing Date of the Bonds, (ii) 125% of average Annual Debt Service on the Bonds as of the Closing Date of the Bonds, or (iii) 10% of the lesser of the principal amount of the Outstanding Bonds or the original issue price of the Bonds. As of the Closing Date for the Bonds, the Reserve Account Requirement is $_____, which is an amount equal to the [Maximum Annual Debt Service on the Bonds as of the Closing Date.] The Reserve Account Requirement shall be adjusted in accordance with Section 13.2(c)(_____), in the event an additional series of Bonds Similarly Secured is hereafter issued.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

"Reserve Fund" means that fund of such name established pursuant to Section 6.1 and administered in Section 6.7 herein.

"Service and Assessment Plan" means the "The Parks at Wilson Creek Public Improvement District Service and Assessment Plan" dated November 9, 2021, including the Assessment Roll, as hereinafter amended, updated, and/or restated by an Annual Service Plan Update or otherwise, a version of which is attached as an exhibit to the Assessment Ordinance.

"Sinking Fund Installment" means the amount of money to redeem or pay at maturity the principal of Bonds Similarly Secured payable from such installments at the times and in the amounts provided in Section 4.2 herein.

"Stated Maturity" means the date the Bonds Similarly Secured, or any portion of the Bonds Similarly Secured, as applicable, are scheduled to mature without regard to any redemption or prepayment.

"Substantial Amount Redemption" means a redemption, pursuant to Section 4.4 of this Indenture, of a principal amount of a series of Bonds Similarly Secured that is greater than or equal to ten percent (10%) of the Outstanding principal amount of such series of Bonds Similarly Secured.

"Supplemental Indenture" means an indenture which has been duly executed by the Trustee and the City Representative pursuant to an ordinance adopted by the City Council and which indenture amends or supplements this Indenture, but only if and to the extent that such indenture is specifically authorized hereunder.

"Tax Certificate" means the Certificate as to Tax Exemption delivered by the City on the Closing Date for each series of the Bonds Similarly Secured setting forth the facts, estimates and circumstances in existence on such Closing Date which establish that it is not expected that the proceeds of such series of Bonds Similarly Secured will be used in a manner that would cause the interest on such Bonds Similarly Secured to be included in the gross income of the Owners thereof for Federal income tax purposes.

"Trust Estate" means the Trust Estate described in the granting clauses of this Indenture.

"Trustee" means U.S. Bank National Association, Dallas, Texas, and its successors, and any other corporation or association that may at any time be substituted in its place, as provided in Article IX, such entity to serve as Trustee and Paying Agent/Registrar for the Bonds Similarly Secured.

Section 1.2. Findings.

The declarations, determinations, and findings declared, made and found in the preamble to this Indenture are hereby adopted, restated, and made a part of the operative provisions hereof.

Section 1.3. Table of Contents, Titles and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

be considered or given any effect in construing this Indenture or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Words importing persons include any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof.

(c) Any reference to a particular Article or Section shall be to such Article or Section of this Indenture unless the context shall require otherwise.

(d) This Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Indenture.

ARTICLE II

THE BONDS SIMILARLY SECURED

Section 2.1. Security for the Bonds Similarly Secured.

The Bonds Similarly Secured, as to both principal and interest, are and shall be equally and ratably secured by and payable from a first lien on and pledge of the Trust Estate.

The lien on and pledge of the Trust Estate shall be valid and binding and fully perfected from and after the Closing Date, without physical delivery or transfer of control of the Trust Estate, the filing of this Indenture or any other act; all as provided in Texas Government Code, Chapter 1208, as amended, which applies to the issuance of the Bonds Similarly Secured and the pledge of the Trust Estate granted by the City under this Indenture, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds Similarly Secured are Outstanding such that the pledge of the Trust Estate granted by the City under this Indenture is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Bonds Similarly Secured the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

Section 2.2. Limited Obligations.

The Bonds Similarly Secured are special and limited obligations of the City, payable solely from and secured solely by the Trust Estate, including the Pledged Revenues and the Pledged Funds; and the Bonds Similarly Secured shall never be payable out of funds raised or to be raised by taxation or from any other revenues, properties or income of the City.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

Section 2.3. Authorization for Indenture.

The terms and provisions of this Indenture and the execution and delivery hereof by the City to the Trustee have been duly authorized by official action of the City Council of the City. The City has ascertained and it is hereby determined and declared that the execution and delivery of this Indenture is necessary to carry out and effectuate the purposes set forth in the preambles of this Indenture and that each and every covenant or agreement herein contained and made is necessary, useful or convenient in order to better secure the Bonds Similarly Secured and is a contract or agreement necessary, useful and convenient to carry out and effectuate the purposes herein described.

Section 2.4. Contract with Owners and Trustee.

(a) The purposes of this Indenture are to establish a lien and the security for, and to prescribe the minimum standards for the authorization, issuance, execution and delivery of, the Bonds Similarly Secured and to prescribe the rights of the Owners, and the rights and duties of the City and the Trustee.

(b) In consideration of the purchase and acceptance of any or all of the Bonds Similarly Secured by those who shall purchase and hold the same from time to time, the provisions of this Indenture shall be a part of the contract of the City with the Owners, and shall be deemed to be and shall constitute a contract among the City, the Owners, and the Trustee.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS SIMILARLY SECURED

Section 3.1. Authorization of the Bonds Similarly Secured.

(a) The Bonds. The Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including particularly the PID Act, as amended. The Bonds shall be issued in the aggregate principal amount of $_____ for the purpose of (i) paying a portion of the Actual Costs of the Phase #1 Projects, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Phase #1 Projects, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance.

Section 3.2. Date, Denomination, Maturities, Numbers and Interest.

(a) The Bonds.

(i) The Bonds shall be dated December 7, 2021 and shall be issued in Authorized Denominations. The Bonds shall be in fully registered form, without coupons, and shall be numbered separately from R-1 upward, except the Initial Bond for the Bonds, which shall be numbered T-1.

(ii) Interest shall accrue and be paid on each Bond from the later of the Closing Date of the Bonds or the most recent Interest Payment Date to which interest has been paid or provided for, at the rate per annum set forth below until the principal

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

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, 2022 computed on the basis of a 360-day year of twelve 30-day months.

(iii) The Bonds shall mature on September 1 in the years and in the principal amounts and shall bear interest as set forth below:

Year	Principal Amount ($)	Interest Rate (%)

(iv) The Bonds shall be subject to mandatory sinking fund redemption, optional redemption, and extraordinary optional redemption prior to maturity as provided in Article IV herein, and shall otherwise have the terms, tenor, denominations, details, and specifications as set forth in the form of Bond set forth in Exhibit A to this Indenture.

Section 3.3. Conditions Precedent to Delivery of Bonds.

(a) The Bonds. The Bonds shall be executed by the City and delivered to the Trustee, whereupon the Trustee shall authenticate the Bonds and, upon payment of the purchase price of the Bonds, shall deliver the Bonds upon the order of the City, but only upon delivery to the Trustee of:

(i) a certified copy of the Assessment Ordinance;

(ii) a certified copy of the Bond Ordinance;

(iii) a copy of the executed PID Reimbursement Agreement;

(iv) a copy of this Indenture executed by the Trustee and the City; and

(v) a City Certificate directing the authentication and delivery of the Bonds, describing the Bonds to be authenticated and delivered, designating the purchasers to whom the Bonds are to be delivered, stating the purchase price of the Bonds and stating that all items required by this Section are therewith delivered to the Trustee in form and substance satisfactory to the City.

Section 3.4. Medium, Method and Place of Payment.

(a) Principal of and interest on the Bonds Similarly Secured shall be paid in lawful money of the United States of America, as provided in this Section.

(b) Interest on the Bonds Similarly Secured shall be payable to the Owners thereof as shown in the Register at the close of business on the relevant Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Trustee, if and when funds for the payment of such

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

interest have been received from or on behalf of the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Owner of a Bond Similarly Secured appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

(c) Interest on the Bonds Similarly Secured shall be paid by check, dated as of the Interest Payment Date, and sent, United States mail, first-class, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each Owner as such appears in the Register or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, the Owner shall bear all risk and expense of such other banking arrangement.

(d) The principal of each Bond Similarly Secured shall be paid to the Owner of such Bond Similarly Secured on the due date thereof, whether at the maturity date or the date of prior redemption thereof, upon presentation and surrender of such Bond Similarly Secured at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Bonds Similarly Secured shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in Section 3.2 of this Indenture.

(f) Unclaimed payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds Similarly Secured to which such unclaimed payments pertain. Subject to any escheat, abandoned property, or similar law of the State of Texas, any such payments remaining unclaimed by the Owners entitled thereto for two (2) years after the applicable payment or redemption date shall be applied to the next payment or payments on such Bonds Similarly Secured thereafter coming due and, to the extent any such money remains after the retirement of all Outstanding Bonds Similarly Secured, shall be paid to the City to be used for any lawful purpose. Thereafter, none of the City, the Paying Agent/Registrar, or any other Person shall be liable or responsible to any Owner of such Bonds Similarly Secured for any further payment of such unclaimed moneys or on account of any such Bonds Similarly Secured, subject to any applicable escheat law or similar law of the State of Texas.

Section 3.5. Execution and Registration of Bonds Similarly Secured.

(a) The Bonds Similarly Secured shall be executed on behalf of the City by the Mayor or Mayor Pro Tem and City Secretary or Assistant City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds Similarly Secured shall have the same effect as if each of the Bonds Similarly Secured had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds Similarly Secured shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds Similarly Secured.

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(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds Similarly Secured ceases to hold such office before the authentication of such Bonds Similarly Secured or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond Similarly Secured shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Indenture unless and until there appears thereon the Certificate of Trustee substantially in the form provided herein or in a Supplemental Indenture, duly authenticated by manual execution by an officer or duly authorized signatory of the Trustee. It shall not be required that the same officer or authorized signatory of the Trustee sign the Certificate of Trustee on all of the Bonds Similarly Secured. In lieu of the executed Certificate of Trustee described above, the Initial Bond delivered at the Closing Date for such series of Bonds Similarly Secured shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein or in a Supplemental Indenture, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his or her duly authorized agent, which certificate shall be evidence that such Initial Bond has been duly approved by the Attorney General of the State of Texas, is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date for each series of the Bonds Similarly Secured, one Initial Bond representing the entire principal amount of such series of Bonds Similarly Secured, payable in stated installments to the Purchaser of such series of Bonds Similarly Secured or its designee, executed with the manual or facsimile signatures of the Mayor or Mayor Pro Tem and the City Secretary or Assistant City Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Purchaser of such series of Bonds Similarly Secured or its designee. Upon payment for such Initial Bond, the Trustee shall cancel the Initial Bond and deliver to DTC on behalf of the Purchaser of such Bonds Similarly Secured one registered definitive bond for each year of maturity of such series of the Bonds Similarly Secured, in the aggregate principal amount of all bonds for such maturity of such series of the Bonds Similarly Secured, registered in the name of Cede & Co., as nominee of DTC.

Section 3.6. Ownership.

(a) The City, the Trustee, the Paying Agent/Registrar and any other Person may treat the Person in whose name any Bond Similarly Secured is registered as the absolute owner of such Bond Similarly Secured for the purpose of making and receiving payment as provided herein (except interest shall be paid to the Person in whose name such Bond Similarly Secured is registered on the relevant Record Date) and for all other purposes, whether or not such Bond Similarly Secured is overdue, and neither the City nor the Trustee, nor the Paying Agent/Registrar, shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of any Bond Similarly Secured shall be valid and effectual and shall discharge the liability of the City, the Trustee and the Paying Agent/Registrar upon such Bond Similarly Secured to the extent of the sums paid.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

Section 3.7. Registration, Transfer and Exchange.

(a) So long as any Bond Similarly Secured remains Outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a Register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds Similarly Secured in accordance with this Indenture. The Paying Agent/Registrar represents and warrants that it will file and maintain a copy of the Register with the City, and shall cause the Register to be current with all registration and transfer information as from time to time may be applicable.

(b) A Bond Similarly Secured shall be transferable only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond Similarly Secured shall be effective until entered in the Register.

(c) The Bonds Similarly Secured shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond Similarly Secured or Bonds Similarly Secured of the same series, and of the same maturity and bearing the same interest rate and in any Authorized Denomination and in an aggregate principal amount equal to the unpaid principal amount of the Bond Similarly Secured presented for exchange.

(d) The Trustee is hereby authorized to authenticate and deliver Bonds Similarly Secured transferred or exchanged for other Bonds Similarly Secured in accordance with this Section. A new Bond Similarly Secured or Bonds Similarly Secured will be delivered by the Paying Agent/Registrar, in lieu of the Bond Similarly Secured being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first-class, postage prepaid, to the Owner or his designee. Each transferred Bond Similarly Secured delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond Similarly Secured or Bonds Similarly Secured in lieu of which such transferred Bond Similarly Secured is delivered.

(e) Each exchange Bond Similarly Secured delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond Similarly Secured or Bonds Similarly Secured in lieu of which such exchange Bond Similarly Secured is delivered.

(f) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different Authorized Denomination of any of the Bonds Similarly Secured. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Bond Similarly Secured.

(g) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond Similarly Secured or portion thereof called for redemption prior to maturity within forty-five (45) days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond Similarly Secured redeemed in part.

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Section 3.8. Cancellation.

All Bonds Similarly Secured paid or redeemed before scheduled maturity in accordance with this Indenture, and all Bonds Similarly Secured in lieu of which exchange Bonds Similarly Secured or replacement Bonds Similarly Secured are authenticated and delivered in accordance with this Indenture, shall be cancelled, and proper records shall be made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall dispose of cancelled Bonds Similarly Secured in accordance with the records retention requirements of the Trustee.

Section 3.9. Temporary Bonds Similarly Secured.

(a) Following the delivery and registration of the respective Initial Bond and pending the preparation of definitive Bonds, the proper officers of the City may execute and, upon the City's request, the Trustee shall authenticate and deliver, one or more temporary Bonds Similarly Secured that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds Similarly Secured in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds Similarly Secured may determine, as evidenced by their signing of such temporary Bonds Similarly Secured.

(b) Until exchanged for Bonds Similarly Secured in definitive form, such Bonds Similarly Secured in temporary form shall be entitled to the benefit and security of this Indenture.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Trustee the Bonds Similarly Secured in definitive form; thereupon, upon the presentation and surrender of the Bond Similarly Secured or Bonds Similarly Secured in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds Similarly Secured in temporary form and the Trustee shall authenticate and deliver in exchange therefor a Bond Similarly Secured or Bonds Similarly Secured of the same maturity and series, in definitive form, in the Authorized Denomination, and in the same aggregate principal amount, as the Bond Similarly Secured or Bonds Similarly Secured in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.10. Replacement Bonds Similarly Secured.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond Similarly Secured, the Trustee shall authenticate and deliver in exchange therefor a replacement Bond Similarly Secured of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond Similarly Secured to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond Similarly Secured is lost, apparently destroyed or wrongfully taken, the Trustee, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond Similarly Secured has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond Similarly Secured of

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like tenor and principal amount bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond Similarly Secured;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the Trustee to save them and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Trustee and the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Trustee.

(c) After the delivery of such replacement Bond Similarly Secured, if a bona fide purchaser of the original Bond Similarly Secured in lieu of which such replacement Bond Similarly Secured was issued presents for payment such original Bond Similarly Secured, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond Similarly Secured from the Person to whom it was delivered or any Person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City, the Paying Agent/Registrar or the Trustee in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond Similarly Secured has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond Similarly Secured, may pay such Bond Similarly Secured if it has become due and payable or may pay such Bond Similarly Secured when it becomes due and payable.

(e) Each replacement Bond Similarly Secured delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond Similarly Secured or Bonds Similarly Secured in lieu of which such replacement Bond Similarly Secured is delivered.

Section 3.11. Book-Entry Only System.

The Bonds Similarly Secured shall initially be issued in book-entry-only form and shall be deposited with DTC, which is hereby appointed to act as the securities depository therefor, in accordance with the letter of representations from the City to DTC. On the Closing Date of each series of Bonds Similarly Secured, the definitive Bonds Similarly Secured shall be issued in the form of a single typewritten certificate for each maturity thereof registered in the name of Cede & Co., as nominee for DTC.

With respect to Bonds Similarly Secured registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such a DTC Participant holds an interest in the Bonds Similarly Secured. Without limiting the immediately preceding

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sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds Similarly Secured, (ii) the delivery to any DTC Participant or any other Person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds Similarly Secured, including any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds Similarly Secured. Notwithstanding any other provision of this Indenture to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the Person in whose name each Bond Similarly Secured is registered in the Register as the absolute owner of such Bond Similarly Secured for the purpose of payment of principal of, premium, if any, and interest on such Bond Similarly Secured, for the purpose of giving notices of redemption and other matters with respect to such Bond Similarly Secured, for the purpose of registering transfer with respect to such Bond Similarly Secured, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds Similarly Secured only to or upon the order of the respective Owners as shown in the Register, as provided in this Indenture, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds Similarly Secured to the extent of the sum or sums so paid. No Person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Indenture. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the registered owner at the close of business on the relevant Record Date, the word "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

Section 3.12. Successor Securities Depository: Transfer Outside Book-Entry-Only System.

In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the letter of representations from the City to DTC, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds Similarly Secured to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds Similarly Secured and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds Similarly Secured to DTC Participants having Bonds Similarly Secured credited to their DTC accounts. In such event, the Bonds Similarly Secured shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds Similarly Secured shall designate, in accordance with the provisions of this Indenture.

Section 3.13. Payments to Cede & Co.

Notwithstanding any other provision of this Indenture to the contrary, so long as any Bonds Similarly Secured are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds Similarly Secured, and all notices with respect to such Bonds Similarly Secured shall be made and given,

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respectively, in the manner provided in the blanket letter of representations from the City to DTC.

ARTICLE IV

REDEMPTION OF BONDS SIMILARLY SECURED BEFORE MATURITY

Section 4.1. Limitation on Redemption.

The Bonds Similarly Secured shall be subject to redemption before their scheduled maturity only as provided in this Article IV.

Section 4.2. Mandatory Sinking Fund Redemption.

(a) The Bonds.

(i) The Bonds are subject to mandatory sinking fund redemption prior to their stated maturity and will be redeemed by the City in part at the Redemption Price from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)

* maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)

* maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)

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* maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)

* maturity

(ii) At least forty-five (45) days prior to each mandatory sinking fund redemption date, and subject to any prior reduction authorized by subparagraphs (iii) and (iv) of this Section 4.2(a), the Trustee shall select a principal amount of Bonds (in accordance with Section 4.5) of such maturity equal to the Sinking Fund Installment amount of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in Section 4.6.

(iii) The principal amount of Bonds of a stated maturity required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (i) of this Section 4.2(a) shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least forty-five (45) days prior to the mandatory sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

(iv) The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (i) of this Section 4.2(a) shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Bonds which, at least forty-five (45) days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

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Section 4.3. Optional Redemption.

(a) The Bonds.

(i) The City reserves the right and option to redeem Bonds maturing on or after September 1, 20__, before their respective scheduled maturity dates, in whole or in part, on any date on or after September 1, 20__, such redemption date or dates to be fixed by the City, at the Redemption Price.

Section 4.4. Extraordinary Optional Redemption.

Notwithstanding any provision in this Indenture to the contrary, the City reserves the right and option to redeem Bonds Similarly Secured before their respective scheduled maturity dates, in whole or in part and in an amount specified in a City Certificate, on the first day of any month, at the Redemption Price of such Bonds Similarly Secured, or portions thereof, to be redeemed plus accrued interest to the date of redemption from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund made pursuant to Sections 6.3(d), 6.7(b), or 6.7(d), any other transfers to the Redemption Fund under the terms of this Indenture, or as a result of unexpended amounts transferred from the Project Fund pursuant to the terms of this Indenture). The City will provide the Trustee a City Certificate directing the Bonds to be redeemed pursuant to this Section 4.4 in accordance with the provisions of Section 4.5 hereof

Section 4.5. Partial Redemption.

(a) If less than all of a series of Bonds Similarly Secured are to be redeemed pursuant to Sections 4.2, 4.3, or 4.4, Bonds Similarly Secured shall be redeemed in minimum principal amounts of $1,000 or any integral thereof. Each Bond Similarly Secured shall be treated as representing the number of bonds that is obtained by dividing the principal amount of such series of Bonds Similarly Secured by $1,000. No redemption shall result in a Bond Similarly Secured in a denomination of less than the Authorized Denomination in effect at that time; provided, however, if the amount of the Outstanding Bond Similarly Secured is less than an Authorized Denomination after giving effect to such partial redemption, a Bond Similarly Secured in the principal amount equal to the unredeemed portion, but not less than $1,000, may be issued.

(b) In selecting the Bonds Similarly Secured to be redeemed pursuant to Section 4.2, the Trustee may select Bonds Similarly Secured in any method that results in a random selection.

(c) In selecting the Bonds Similarly Secured to be redeemed pursuant to Section 4.3, the Trustee may rely on the directions provided in a City Certificate.

(d) If less than all of a series of Bonds Similarly Secured are called for extraordinary optional redemption pursuant to Section 4.4 hereof, the Bonds Similarly Secured or portion of a Bond Similarly Secured, as applicable, of such series to be redeemed shall be selected in the following manner:

(i) with respect to a Substantial Amount Redemption, the principal amount called for redemption shall be allocated on a pro rata basis among all Outstanding Bonds Similarly Secured of such series; and

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(ii) with respect to a Minor Amount Redemption, the Outstanding Bonds Similarly Secured of such series shall be redeemed in inverse order of maturity.

(e) Upon surrender of any Bond Similarly Secured for redemption in part, the Trustee, in accordance with Section 3.7 of this Indenture, shall authenticate and deliver an exchange Bond Similarly Secured or Bonds Similarly Secured of the same series and in an aggregate principal amount equal to the unredeemed portion of the Bond Similarly Secured so surrendered, such exchange being without charge.

Section 4.6. Notice of Redemption to Owners.

(a) The Trustee shall give notice of any redemption of Bonds Similarly Secured by sending notice by United States mail, first-class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond Similarly Secured or portion thereof to be redeemed, at the address shown in the Register. So long as the Bonds Similarly Secured are in book-entry-only form and held by DTC as security depository, references to Owner in this Indenture means Cede & Co., as nominee for DTC.

(b) The notice shall state the redemption date, the Redemption Price, the place at which the Bonds Similarly Secured are to be surrendered for payment, and, if less than all the Outstanding Bonds Similarly Secured are to be redeemed, and subject to Section 4.5 hereof, an identification of the Bonds Similarly Secured or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond Similarly Secured shall become due and payable.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

(d) The City has the right to rescind any optional redemption or extraordinary optional redemption described in Section 4.3 or 4.4 by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds Similarly Secured then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. The Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

(e) With respect to any optional redemption of the Bonds Similarly Secured, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds Similarly Secured to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds Similarly Secured and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds Similarly Secured have not been redeemed.

Section 4.7. Payment Upon Redemption.

(a) The Trustee shall make provision for the payment of the Bonds Similarly Secured to be redeemed on such date by setting aside and holding in trust an amount from the Redemption Fund or otherwise received by the Trustee from the City and shall use such funds solely for the purpose of paying the Redemption Price on the Bonds Similarly Secured being redeemed.

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(b) Upon presentation and surrender of any Bond Similarly Secured called for redemption at the Designated Payment/Transfer Office of the Trustee on or after the date fixed for redemption, the Trustee shall pay the Redemption Price on such Bond Similarly Secured to the date of redemption from the moneys set aside for such purpose.

Section 4.8. Effect of Redemption.

Notice of redemption having been given as provided in Section 4.6 of this Indenture, the Bonds Similarly Secured or portions thereof called for redemption shall become due and payable on the date fixed for redemption provided that funds for the payment of the Redemption Price of such Bonds Similarly Secured to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds Similarly Secured or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds Similarly Secured are presented and surrendered for payment on such date.

ARTICLE V

FORM OF THE BONDS SIMILARLY SECURED

Section 5.1. Form Generally.

(a) The Bonds Similarly Secured, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Trustee, and the Assignment to appear on each of the Bonds Similarly Secured, (i) shall be, with respect to the Bonds, substantially in the form set forth in Exhibit A to this Indenture with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Indenture, and, with respect to any other Bonds Similarly Secured, substantially in the form set forth in an exhibit to a Supplemental Indenture with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Indenture and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds Similarly Secured, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds Similarly Secured may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds Similarly Secured.

(c) The definitive Bonds Similarly Secured shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds Similarly Secured, as evidenced by their execution thereof.

(d) Each respective Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 5.2. CUSIP Registration.

The City may secure identification numbers through the CUSIP Services, managed by S&P Global Market Intelligence on behalf of The American Bankers Association, New York, New York, and may authorize the printing of such numbers on the face of the Bonds Similarly Secured. It is expressly provided, however, that the presence or absence of CUSIP numbers

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on the Bonds Similarly Secured shall be of no significance or effect as regards the legality thereof; and none of the City, the Trustee, nor the attorneys approving said Bonds Similarly Secured as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds Similarly Secured.

Section 5.3. Legal Opinion.

The approving legal opinion of Bond Counsel may be printed on or attached to each Bond Similarly Secured over the certification of the City Secretary or Assistant City Secretary of the City, which may be executed in facsimile.

ARTICLE VI

FUNDS AND ACCOUNTS

Section 6.1. Establishment of Funds and Accounts.

(a) Creation of Funds. The following Funds are hereby created and established under this Indenture:

(i) Pledged Revenue Fund;

(ii) Bond Fund;

(iii) Project Fund;

(iv) Reserve Fund;

(v) Redemption Fund;

(vi) Rebate Fund;

(vii) Administrative Fund; and

(viii) Reimbursement Fund.

(b) Creation of Accounts.

(i) The following Accounts are hereby created and established under the Pledged Revenue Fund:

(A) Bond Pledged Revenue Account; and

(B) Developer Reimbursement Pledged Revenue Account

(ii) The following Accounts are hereby created and established under the Bond Fund:

(A) Capitalized Interest Account; and

(B) Principal and Interest Account.

(iii) The following Accounts are hereby created and established under the Project Fund:

(A) Phase #1 Improvement Account;

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(B) Phase #1 Initial Major Improvement Account; and

(C) Costs of Issuance Account.

(iv) The following Accounts are hereby created and established under the Reserve Fund:

(A) Reserve Account; and

(B) Additional Interest Reserve Account.

(v) The following Account is hereby created and established under the Administrative Fund:

(A) District Administration Account.

(c) Each Fund and each Account created within such Fund shall be maintained by the Trustee separate and apart from all other funds and accounts of the City. The Pledged Funds shall constitute trust funds which shall be held in trust by the Trustee as part of the Trust Estate solely for the benefit of the Owners of the Bonds Similarly Secured.

(d) Interest earnings and profit on each respective Fund and Account established by this Indenture shall be applied or withdrawn for the purposes of such Fund or Account as specified below.

Section 6.2. Initial Deposits to Funds and Accounts.

(a) The Bonds.

(i) The proceeds from the sale of the Bonds shall be paid to the Trustee and deposited or transferred by the Trustee as follows:

(A) to the Capitalized Interest Account of the Bond Fund: $_____;

(B) to the Phase #1 Improvement Account of the Project Fund: $_____;

(C) to the Phase #1 Initial Major Improvement Account of the Project Fund: $_____;

(D) to the Costs of Issuance Account of the Project Fund: $_____;

(E) to the Reserve Account of the Reserve Fund: $_____; and

(F) to the District Administration Account of the Administrative Fund: $_____.

Section 6.3. Pledged Revenue Fund.

(a) On or before February 15 of each year while the Bonds Similarly Secured are Outstanding and beginning February 15, 2023, the City shall deposit or cause to be deposited the Pledged Revenues into the Pledged Revenue Fund. From amounts deposited into the Pledged Revenue Fund, the City shall deposit or cause to be deposited Pledged Revenues as

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follows: (i) first, to the Bond Pledged Revenue Account of the Pledged Revenue Fund in an amount sufficient to pay debt service on the Bonds Similarly Secured next coming due, (ii) second, to the Reserve Account of the Reserve Fund in an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement, in accordance with Section 6.7(a) hereof, (iii) third, to the Additional Interest Reserve Account of the Reserve Fund in an amount equal to the Additional Interest collected, in accordance with Section 6.7(b) hereof, (iv) fourth, to the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund to pay the Developer for costs of Phase #1 Projects that have been paid by the Developer (pursuant to the terms of the PID Reimbursement Agreement), (v) fifth, to pay Actual Costs of the Phase #1 Projects, and (vi) sixth, to pay other costs permitted by the PID Act. Moneys transferred to the Developer Reimbursement Pledged Revenue Account shall not be a part of the Trust Estate and are not security for the Bonds Similarly Secured.

(b) From time to time as needed to pay the obligations relating to the Bonds Similarly Secured, but no later than five (5) Business Days before each Interest Payment Date, the Trustee shall withdraw from the Bond Pledged Revenue Account and transfer to the Principal and Interest Account of the Bond Fund, an amount, taking into account any amounts then on deposit in such Principal and Interest Account and any expected transfers from the Capitalized Interest Account to the Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Bonds Similarly Secured on the next Interest Payment Date.

(c) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 6.7 herein, there are insufficient funds to make the payments provided in paragraph (b) above, the Trustee shall apply the available funds in the Principal and Interest Account first, to the payment of interest and, second, to the payment of principal (including any Sinking Fund Installments) on the Bonds Similarly Secured, as described in Section 11.4(a) hereof.

(d) Subject to the provisions of the PID Reimbursement Agreement, from time to time as needed to pay the obligations relating to Actual Costs of the Phase #1 Projects that are paid by the Developer, the Trustee shall withdraw from the Developer Reimbursement Pledged Revenue Account and transfer to the Reimbursement Fund such amount needed to pay the Developer for funds it paid to fund Actual Costs of the Phase #1 Projects. When all amounts due to the Developer to pay it for the funds it used to pay for Actual Costs of the Phase #1 Projects have been paid to the Developer, whether through Assessments received and applied in accordance with this Indenture and the Service and Assessment Plan or an Annual Service Plan Update, or through the proceeds of Additional Bonds, no further deposits shall be made to the Developer Reimbursement Pledged Revenue Account and the Developer Reimbursement Pledged Revenue Account shall be closed.

(e) Notwithstanding Section 6.3(a) hereof, the Trustee shall deposit Prepayments to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer such Prepayments to the Redemption Fund.

(f) Notwithstanding Section 6.3(a) hereof, the Trustee shall deposit Foreclosure Proceeds to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer Foreclosure Proceeds first, to the Reserve Account to restore any transfers from the Reserve Account made with respect to the Assessed Parcel(s) to which the Foreclosure Proceeds relate, second, to the Additional Interest Reserve Account to restore any transfers

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from the Additional Interest Reserve Account made with respect to the Assessed Parcel(s) to which the Foreclosure Proceeds relate, and third, to the Redemption Fund.

(g) After satisfaction of the requirement to provide for the payment of the principal and interest on the Bonds Similarly Secured and to fund any deficiency that may exist in an account of the Reserve Fund, the City may direct the Trustee by City Certificate to apply Assessments for any lawful purposes permitted by the PID Act for which Assessments may be paid, including the funding of any obligations due to the Developer with funds deposited to the Developer Reimbursement Pledged Revenue Account.

(h) Any additional Pledged Revenues remaining after the satisfaction of the foregoing shall be applied by the Trustee, as instructed by the City pursuant to a City Certificate, for any lawful purpose permitted by the PID Act for which such additional Pledged Revenues may be used, including transfers to other Funds and Accounts created pursuant to this Indenture.

Section 6.4. Bond Fund.

(a) On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and/or interest then due and payable on the Bonds Similarly Secured, less any amount to be used to pay interest on the Bonds Similarly Secured on such Interest Payment Date from the Capitalized Interest Account as provided below.

(b) If amounts in the Principal and Interest Account are insufficient for the purposes set forth in paragraph (a) above, the Trustee shall withdraw from the Reserve Fund amounts to cover the amount of such insufficiency in the order described in Section 6.7(f) hereof. Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

(c) Moneys in the Capitalized Interest Account shall be used for the payment of interest on the Bonds on the following dates and in the following amounts:

Date	**Amount ($)**

Any amounts on deposit in the Capitalized Interest Account after the payment of interest on the dates and in the amounts listed above shall be transferred to either the Phase #1 Improvement Account of the Project Fund or the Phase #1 Initial Major Improvement Account of the Project Fund, pursuant to directions provided in a City Certificate, or if both the Phase #1 Improvement Account and the Phase #1 Initial Major Improvement Account have been closed as provided in Section 6.5(e) herein, such amounts shall be transferred to the Redemption Fund to be used to redeem Bonds Similarly Secured.

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. Notwithstanding any other provisions, money on deposit in the Phase #1 Improvement Account of the Project Fund shall only be used to pay Actual Costs of the Phase

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#1 Improvements and money on deposit in the Phase #1 Initial Major Improvement Account of the Project Fund shall only be used to pay Actual Costs of Phase #1 Initial Major Improvements.

(b) Disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee to pay costs of issuance of the Bonds Similarly Secured pursuant to one or more City Certificates. Disbursements from the other Accounts of the Project Fund to pay Actual Costs of the Phase #1 Projects shall be made by the Trustee upon receipt by the Trustee of either properly executed and completed Certification for Payment or written direction from the City or its designee approving the disbursement to the Developer or the Developer's designee. The disbursement of funds from the Phase #1 Improvement Account or the Phase #1 Initial Major Improvement Account pursuant to a Certification 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, are herein incorporated by reference and deemed set forth herein in full.

(c) If the City Representative determines in his or her sole discretion that amounts then on deposit in the Phase #1 Improvement Account of the Project Fund or in the Phase #1 Initial Major Improvement Account of the Project Fund are not expected to be expended for purposes of such respective Account due to the abandonment, or constructive abandonment, of the Phase #1 Improvements, with respect to the Phase #1 Improvement Account, or the Phase #1 Initial Major Improvements, with respect to the Phase #1 Initial Major Improvement Account, such that, in the opinion of the City Representative, it is unlikely that the amounts in the Phase #1 Improvement Account of the Project Fund or the Phase #1 Initial Major Improvement Account of the Project Fund will ever be expended for the purposes of the respective Account, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the Phase #1 Improvement Account of the Project Fund and/or the Phase #1 Initial Major Improvement Account of the Project Fund, as the case may be, that are not expected to be used for purposes of such Account. If such City Certificate is so filed, the amounts on deposit in the Phase #1 Improvement Account of the Project Fund or the Phase #1 Initial Major Improvement Account of the Project Fund, as the case may be, shall be transferred to the Redemption Fund to redeem Bonds Similarly Secured on the earliest practicable date after notice of redemption has been provided in accordance with the Indenture.

(d) In making any determination pursuant to this Section, the City Representative may conclusively rely upon a certificate of an Independent Financial Consultant.

(e) Upon the filing of a City Certificate stating that all Phase #1 Improvements have been completed and that all Actual Costs of the Phase #1 Improvements have been paid, or that any such Actual Costs of the Phase #1 Improvements are not required to be paid from the Phase #1 Improvement Account of the Project Fund pursuant to a Certificate for Payment, the Trustee (i) shall transfer the amount, if any, remaining within the Phase #1 Improvement Account of the Project Fund to the Bond Fund and (ii) shall close the Phase #1 Improvement Account. Upon the filing of a City Certificate stating that all Phase #1 Initial Major Improvements have been completed and that all Actual Costs of the Phase #1 Initial Major Improvements have been paid, or that any such Actual Costs of the Phase #1 Initial Major Improvements are not required to be paid from the Phase #1 Initial Major Improvement Account of the Project Fund pursuant to a Certificate for Payment, the Trustee (i) shall transfer the amount, if any, remaining within the Phase #1 Initial Major Improvement Account of the Project Fund to the Bond Fund and (ii) shall close the Phase #1 Initial Major Improvement

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Account. If both the Phase #1 Improvement Account and the Phase #1 Initial Major Improvement Account are closed as provided above, and the Cost of Issuance Account of the Project Fund has been closed pursuant to the provisions of Section 6.5(f), the Project Fund shall be closed.

(f) Not later than six months following each respective Closing Date, or upon a determination by the City Representative that all costs of issuance of such series of Bonds Similarly Secured have been paid, any amounts remaining in the Costs of Issuance Account shall be transferred to another Account of the Project Fund and used to pay Actual Costs or to the Principal and Interest Account of the Bond Fund and used to pay interest on the Bonds Similarly Secured, as directed by the City in a City Certificate filed with the Trustee.

Section 6.6. Redemption Fund.

(a) The Trustee shall cause to be deposited to the Redemption Fund from the Bond Pledged Revenue Account of the Pledged Revenue Fund an amount sufficient to redeem Bonds Similarly Secured as provided in Sections 4.3 and 4.4 on the dates specified for redemption as provided in Sections 4.3 and 4.4. Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee to redeem Bonds Similarly Secured as provided in Article IV.

Section 6.7. Reserve Fund.

(a) The City agrees with the Owners of the Bonds Similarly Secured to accumulate from the deposits described in Section 6.3(a) hereof, and when accumulated, maintain in the Reserve Account of the Reserve Fund, an amount equal to not less than the Reserve Account Requirement except to the extent such deficiency is due to the application of Section 6.7(d) hereof. All amounts deposited in the Reserve Account of the Reserve Fund shall be used and withdrawn by the Trustee for the purpose of making transfers to the Principal and Interest Account of the Bond Fund as provided in this Indenture.

(b) The Trustee, if needed, will transfer from the Bond Pledged Revenue Account of the Pledged Revenue Fund to the Additional Interest Reserve Account on March 1 and September 1 of each year, commencing March 1, 2023, an amount equal to the Additional Interest until the Additional Interest Reserve Requirement has been has accumulated in the Additional Interest Reserve Account. If the amount on deposit in the Additional Interest Reserve Account shall at any time be less than the Additional Interest Reserve Requirement, the Trustee shall notify the City, in writing, of the amount of such shortfall, and the City shall resume collecting the Additional Interest and shall file a City Certificate with the Trustee instructing the Trustee to resume depositing the Additional Interest from the Bond Pledged Revenue Account of the Pledged Revenue Fund into the Additional Interest Reserve Account until the Additional Interest Reserve Requirement has been accumulated in the Additional Interest Reserve Account; provided, however, that the City shall not be required to replenish the Additional Interest Reserve Account in the event funds are transferred from the Additional Interest Reserve Account to the Redemption Fund as a result of an extraordinary optional redemption of Bonds Similarly Secured from the proceeds of a Prepayment pursuant to Section 4.4 of this Indenture. In the event the amount on deposit in the Additional Interest Reserve Account is less than the Additional Interest Reserve Requirement then the deposits described in the immediately preceding sentence shall continue until the Additional Interest Reserve Account has been fully replenished. If, after such deposits, there is surplus Additional Interest remaining, the Trustee shall transfer such surplus Additional Interest to the Redemption Fund,

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and shall notify the City of such transfer in writing. In calculating the amounts to be transferred pursuant to this Section, the Trustee may conclusively rely on the Annual Installments as shown on the Assessment Roll in the Service and Assessment Plan or an Annual Service Plan Update, unless and until it receives a City Certificate directing that a different amount be used.

(c) Whenever a transfer is made from an Account of the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn and the source of said funds.

(d) Whenever Bonds Similarly Secured are to be redeemed with the proceeds of Prepayments pursuant to Section 4.4, the Trustee shall transfer, on the Business Day prior to the redemption date (or on such other date as agreed to by the City and the Trustee), from the Reserve Account of the Reserve Fund to the Redemption Fund, an amount specified in a City Certificate to be applied to the redemption of the Bonds Similarly Secured. The amount so transferred from the Reserve Account of the Reserve Fund shall be equal to the principal amount of Bonds Similarly Secured to be redeemed with Prepayments multiplied by the lesser of: (i) the amount required to be in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds Similarly Secured prior to the redemption, and (ii) the amount actually in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds Similarly Secured prior to the redemption. If after such transfer, and after applying investment earnings on the Prepayments toward payment of accrued interest, there are insufficient funds in the Redemption Fund to pay the principal amount plus accrued and unpaid interest to the date fixed for redemption of the Bonds Similarly Secured to be redeemed, as identified in the City Certificate, as a result of such Prepayments and as a result of the transfer from the Reserve Account under this Section 6.7(d), the Trustee shall transfer an amount equal to the shortfall, and/or any additional amounts necessary to permit the Bonds Similarly Secured to be redeemed in minimum principal amounts of $1,000, from the Additional Interest Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds Similarly Secured.

(e) Whenever, on any Interest Payment Date, or on any other date at the written request of a City Representative, the amount in the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall provide written notice to the City Representative of the amount of the excess. Such excess shall be transferred to the Principal and Interest Account to be used for the payment of debt service on the Bonds Similarly Secured on the next Interest Payment Date in accordance with Section 6.4 hereof, unless within thirty days of such notice to the City Representative, the Trustee receives a City Certificate instructing the Trustee to apply such excess: (i) to pay amounts due under Section 6.8 hereof, (ii) to a specified Account of the Project Fund if such application and the expenditure of funds is expected to occur within three years of the date hereof, or (iii) for such other use specified in such City Certificate if the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that such alternate use will not adversely affect the exemption from federal income tax of the interest on any Bond Similarly Secured.

(f) Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds Similarly Secured due on such date, the Trustee shall transfer first, from the Additional Interest Reserve Account of the Reserve Fund to the Bond Fund and second, from the Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency.

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(g) At the final maturity of the Bonds Similarly Secured, the amount on deposit in the Reserve Account and the Additional Interest Reserve Account shall be transferred to the Principal and Interest Account of the Bond Fund and applied to the payment of the principal of the Bonds Similarly Secured.

(h) If, after a Reserve Account withdrawal pursuant to Section 6.7(f), the amount on deposit in the Reserve Account of the Reserve Fund is less than the Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account of the Reserve Fund the amount of such deficiency, in accordance with Section 6.3.

(i) If the amount held in the Reserve Fund together with the amount held in the Bond Fund and Redemption Fund is sufficient to pay the principal amount of all Outstanding Bonds Similarly Secured on the next Interest Payment Date, together with the unpaid interest accrued on such Outstanding Bonds Similarly Secured as of such Interest Payment Date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Outstanding Bonds Similarly Secured as of such Interest Payment Date.

Section 6.8. Rebate Fund: Rebate Amount.

(a) There is hereby established a special fund of the City to be designated "City of Celina, Texas, Rebate Fund" (the "Rebate Fund") to be held by the Trustee in accordance with the terms and provisions of this Indenture. Amounts on deposit in the Rebate Fund shall be used solely for the purpose of paying amounts relating to the Bonds Similarly Secured due the United States Government in accordance with the Code.

(b) In order to assure that Rebate Amount is paid to the United States rather than to a third party, investments of funds on deposit in the Rebate Fund shall be made in accordance with the Code and each respective Tax Certificate.

(c) The Trustee conclusively shall be deemed to have complied with the provisions of this Section and Section 7.5(h) and shall not be liable or responsible if it follows the instructions of the City and shall not be required to take any action under this Section and Section 7.5(h) in the absence of written instructions from the City.

(d) If, on the date of each annual calculation, the amount on deposit in the Rebate Fund exceeds the Rebate Amount, the City may direct the Trustee, pursuant to a City Certificate, to transfer the amount in excess of the Rebate Amount to the Bond Fund.

Section 6.9. Administrative Fund.

(a) The City shall deposit or cause to be deposited to the District Administration Account of the Administrative Fund the amounts collected each year to pay Administrative Expenses and Delinquent Collection Costs.

(b) Moneys in the District Administration Account of the Administrative Fund shall be held by the Trustee separate and apart from the other Funds and Accounts created and administered hereunder and used as directed by a City Certificate solely for the purposes set forth in the Service and Assessment Plan.

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Section 6.10. Investment of Funds.

(a) Money in any Fund or Account established pursuant to this Indenture shall be invested by the Trustee as directed by the City pursuant to a City Certificate filed with the Trustee at least two (2) days in advance of the making of such investment. The money in account Fund or Account shall be invested in in time deposits or certificates of deposit secured in the manner required by law for public funds, or be invested in direct obligations of, including obligations the principal and interest on which are unconditionally guaranteed by, the United States of America, in obligations of any agencies or instrumentalities thereof, or in such other investments as are permitted under the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended, or any successor law, as in effect from time to time; provided that all such deposits and investments shall be made in such manner (which may include repurchase agreements for such investment with any primary dealer of such agreements) that the money required to be expended from any Fund will be available at the proper time or times. Notwithstanding the preceding sentence, amounts in the Additional Interest Reserve Account may not be invested above the Yield (as defined in Section 7.5(a) hereof) on the Bonds Similarly Secured, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that such investment and/or the failure to comply with such yield restriction will not adversely affect the exemption from federal income tax of the interest on any Bond Similarly Secured. Investments shall be valued each year in terms of current market value as of September 30. For purposes of maximizing investment returns, to the extent permitted by law, money in such Funds or Accounts may be invested in common investments of the kind described above, or in a common pool of such investment which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund or Account are held by or on behalf of each such Fund or Account. If necessary, such investments shall be promptly sold to prevent any default.

(b) Obligations purchased as an investment of moneys in any Fund or Account shall be deemed to be part of such Fund or Account, subject, however, to the requirements of this Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever in this Indenture any moneys are required to be transferred by the City to the Trustee, such transfer may be accomplished by transferring a like amount of Investment Securities.

(c) The Trustee and its affiliates may act as sponsor, advisor, depository, principal or agent in the acquisition or disposition of any investment. The Trustee shall have no investment discretion and the Trustee's shall follow the written instruction contained in any City Certificate. 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

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Trustee receives a written request, the Trustee is not required to provide brokerage confirmations so long as the Trustee is providing such monthly cash transaction statements.

Section 6.11. Security of Funds.

All Funds or Accounts heretofore created, to the extent not invested as herein permitted, shall be secured in the manner and to the fullest extent required by law for the security of public funds, and such Funds or Accounts shall be used only for the purposes and in the manner permitted or required by this Indenture.

Section 6.12. Reimbursement Fund.

Money on deposit in the Reimbursement Fund shall be used to pay the Developer for funds it has used to pay Actual Costs of the Phase #1 Projects as provided in the PID Reimbursement Agreement. When all amounts due to the Developer to pay it for the funds it has contributed to pay Actual Costs of the Phase #1 Projects have been paid to the Developer, whether through Assessments received and applied in accordance with this Indenture and the Service and Assessment Plan or an Annual Service Plan Update, or through the proceeds of Additional Bonds, no further deposits shall be made to the Reimbursement Fund and the Reimbursement Fund shall be closed.

ARTICLE VII

COVENANTS

Section 7.1. Confirmation of Assessments.

The City hereby confirms, covenants, and agrees that the Assessments to be collected from the Assessed Property are as so reflected in the Service and Assessment Plan (as it may be updated from time to time) and, in accordance with the Assessment Ordinance, it has levied the Assessments against the respective Assessed Parcels from which the Pledged Revenues will be collected and received.

Section 7.2. Collection and Enforcement of Assessments.

(a) For so long as any Bonds Similarly Secured are Outstanding and/or amounts are due to the Developer to pay it for funds it has contributed to pay Actual Costs of the Phase #1 Projects in accordance with the PID Reimbursement Agreement, the City covenants, agrees and warrants that it will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Assessments.

(b) The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessment or the corresponding Assessed Parcel. Furthermore, nothing shall

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obligate the City, the City Attorney, or any appropriate designee to undertake collection or foreclosure actions against delinquent accounts in violation of applicable state law, court order, or existing contractual provisions between the City and its appropriate collections enforcement designees.

Section 7.3. Against Encumbrances.

(a) Other than Refunding Bonds issued to refund all or a portion of the Bonds Similarly Secured, the City shall not create and, to the extent Pledged Revenues are received, shall not suffer to remain, any lien, encumbrance or charge upon the Trust Estate, other than that specified in Section 9.6 of this Indenture, or upon any other property pledged under this Indenture, except the pledge created for the security of the Bonds Similarly Secured, and other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds Similarly Secured.

(b) So long as Bonds Similarly Secured are Outstanding hereunder, and except as set forth in Section 13.2 hereof, the City shall not issue any bonds, notes or other evidences of indebtedness other than the Bonds Similarly Secured and Refunding Bonds issued to refund all or a portion of the Bonds Similarly Secured 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 Similarly Secured.

Section 7.4. Records, Accounts, Accounting Reports.

The City hereby covenants and agrees that so long as any of the Bonds Similarly Secured or any interest thereon remain Outstanding and unpaid, and/or the obligation to the Developer to pay it for funds it has contributed to pay Actual Costs of the Phase #1 Projects in accordance with the PID Reimbursement Agreement remain outstanding and unpaid, it will keep and maintain a proper and complete system of records and accounts pertaining to the Assessments. The Trustee and Owners of any Bonds Similarly Secured or any duly authorized agent or agents of such holders shall have the right at all reasonable times to inspect all such records, accounts, and data relating thereto, upon written request to the City by the Trustee or duly authorized representative, as applicable. The City shall provide the Trustee or duly authorized representative, as applicable, an opportunity to inspect such books and records relating to the Bonds Similarly Secured during the City's regular business hours and on a mutually agreeable date not later than thirty days after the City receives such request.

Section 7.5. Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms shall have the following meanings:

"*Closing Date*" means the date on which each series of Bonds Similarly Secured are first authenticated and delivered to the respective initial purchasers against payment therefor.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

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"Computation Date" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Gross Proceeds" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds Similarly Secured.

"Investment" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds Similarly Secured are invested and which is not acquired to carry out the governmental purposes of the Bonds Similarly Secured.

"Regulations" means any proposed, temporary or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds Similarly Secured. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"*Yield*" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and (2) the Bonds Similarly Secured, as it pertains to a particular series of Bonds Similarly Secured, has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond Similarly Secured to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond Similarly Secured, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of each series of Bonds Similarly Secured:

(i) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds Similarly Secured of such series, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired,

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constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds Similarly Secured of such series or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan.

(i) Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of any Bonds Similarly Secured to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(ii) The City covenants and agrees that the levied Assessments will meet the requirements of the "tax assessment loan exception" within the meaning of Section 1.141-5(d) of the Regulations on the date that each series of the Bonds Similarly Secured are delivered and will ensure that the Assessments continue to meet such requirements for so long as Bonds Similarly Secured are outstanding.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of any series of Bonds Similarly Secured directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested) if, as a result of such investment, the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of such series of Bonds Similarly Secured.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds Similarly Secured to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe with respect to each series of Bonds Similarly Secured.

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(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Bond Similarly Secured is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds Similarly Secured with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date for each series of Bonds Similarly Secured, the City shall calculate the Rebate Amount for the respective series of Bonds in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of each series of the Bonds Similarly Secured until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Bonds Similarly Secured by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall, pursuant to a City Certificate, direct the Trustee to transfer to the Rebate Fund from the funds or subaccounts designated in such City Certificate and direct the Trustee to pay to the United States from the Rebate Fund the amount that when added to the future value of previous rebate payments made for any series of Bonds Similarly Secured equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(iv) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (ii) and (iii), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds Similarly Secured, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds Similarly Secured not been relevant to either party.

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(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance, City Secretary or Assistant City Secretary, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with each series of the Bonds Similarly Secured, in the Tax Certificate or similar or other appropriate certificate, form or document.

ARTICLE VIII

LIABILITY OF CITY

The City shall not incur any responsibility in respect of the Bonds Similarly Secured or this Indenture other than in connection with the duties or obligations explicitly herein or in the Bonds Similarly Secured assigned to or imposed upon it. The City shall not be liable in connection with the performance of its duties hereunder, except for its own willful default or act of bad faith. The City shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants or agreements of the Trustee herein or of any of the documents executed by the Trustee in connection with the Bonds Similarly Secured, or as to the existence of a default or Event of Default thereunder.

In the absence of bad faith, the City may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the City and conforming to the requirements of this Indenture. The City shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

No provision of this Indenture, the Bonds Similarly Secured, the Assessment Ordinance, or any agreement, document, instrument, or certificate executed, delivered or approved in connection with the issuance, sale, delivery, or administration of the Bonds Similarly Secured (the "Bond Documents"), shall require the City to expend or risk its own general funds or otherwise incur any financial liability (other than with respect to the Trust Estate and the Administrative Expenses) in the performance of any of its obligations hereunder, or in the exercise of any of its rights or powers, if in the judgment of the City there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it.

Neither the Owners nor any other Person shall have any claim against the City or any of its officers, officials, agents, or employees for damages suffered as a result of the City's failure to perform in any respect any covenant, undertaking, or obligation under any Bond Documents or as a result of the incorrectness of any representation in, or omission from, any of the Bond Documents, except to the extent that any such claim relates to an obligation, undertaking, representation, or covenant of the City, in accordance with the Bond Documents and the PID Act. Any such claim shall be payable only from Trust Estate, the funds available for such payment in any of the Pledged Funds, if any, or the amounts collected to pay Administrative Expenses on deposit in the Administrative Fund. Nothing contained in any of the Bond Documents shall be construed to preclude any action or proceeding in any court or before any governmental body, agency, or instrumentality against the City or any of its officers, officials, agents, or employees to enforce the provisions of any of the Bond Documents or to enforce all rights of the Owners of the Bonds Similarly Secured by mandamus or other proceeding at law or in equity.

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The City may rely on and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Indenture, the City shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the City, be deemed to be conclusively proved and established by a certificate of the Trustee, an Independent Financial Consultant, an independent inspector or City Manager or other person designated by the City Council to so act on behalf of the City, and such certificate shall be full warrant to the City for any action taken or suffered under the provisions of this Indenture upon the faith thereof, but in its discretion the City may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations, and directions of such persons or entities.

ARTICLE IX

THE TRUSTEE

Section 9.1. Trustee as Paying Agent/Registrar.

The Trustee is hereby designated and agrees to act as Paying Agent/Registrar for and in respect to the Bonds Similarly Secured.

Section 9.2. Trustee Entitled to Indemnity.

The Trustee shall be under no obligation to spend its own funds, to institute any suit, or to undertake any proceeding under this Indenture, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified, to the extent permitted by law, to its satisfaction against any and all costs and expenses, outlays, and counsel fees and other reasonable disbursements, and against all liability except as a consequence of its own negligence or willful misconduct; provided, however, the Trustee may not request or require indemnification as a condition to making any deposits, payments, or transfers when required hereunder, or delivering any notice when required hereunder. Nevertheless, the Trustee may begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as the Trustee, without indemnity, and in such case the Trustee may make transfers from the Pledged Revenue Fund or the District Administration Account of the Administrative Fund to pay all costs and expenses, outlays, and counsel fees and other reasonable disbursements properly incurred in connection therewith and shall, to the extent permitted by law, be entitled to a preference therefor over any Bonds Similarly Secured Outstanding hereunder.

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Section 9.3. Responsibilities of the Trustee.

The recitals contained in this Indenture and in the Bonds Similarly Secured shall be taken as the statements of the City and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of the offering documents, this Indenture, or the Bonds Similarly Secured or with respect to the security afforded by this Indenture, and the Trustee shall incur no liability with respect thereto. Except as otherwise expressly provided in this Indenture, the Trustee shall have no responsibility or duty with respect to: (i) the issuance of Bonds Similarly Secured for value; (ii) the application of the proceeds thereof, except to the extent that such proceeds are received by it in its capacity as Trustee; (iii) the application of any moneys paid to the City or others in accordance with this Indenture, except as to the application of any moneys paid to it in its capacity as Trustee; or (iv) any calculation of arbitrage or rebate under the Code. The Trustee has the right to act through agents and attorneys and shall have no liability for the negligence or willful misconduct of the agents and attorneys appointed by it with due care.

The duties and obligations of the Trustee shall be determined by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture.

The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties under this Indenture, except for its own negligence or willful misconduct, both before and after default by the City. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages in connection with or arising from this Indenture for the existence, furnishing or use of the Phase #1 Projects.

The Trustee shall not be required to take notice, and shall not be deemed to have notice, of any default or Event of Default hereunder, unless the Trustee shall be notified specifically of the default or Event of Default in a written instrument or document delivered to it by the City or by the holders of at least fifty-one percent (51%) of the aggregate principal amount of Bonds then Outstanding. In the absence of delivery of a notice satisfying those requirements, the Trustee may assume conclusively that there is no default or Event of Default.

In case a default or an Event of Default has occurred and is continuing hereunder (of which the Trustee has been notified), the Trustee shall exercise those rights and powers vested in it by this Indenture and shall use the same degree of care and skill in its exercise, as a prudent person would exercise or use under the circumstances in the conduct of his own affairs.

Section 9.4. Property Held in Trust.

All moneys and securities held by the Trustee at any time pursuant to the terms of this Indenture shall be held by the Trustee in trust for the purposes and under the terms and conditions of this Indenture.

Section 9.5. Trustee Protected in Relying on Certain Documents.

The Trustee may rely upon any order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond, or other document provided to the Trustee in accordance with the terms of this Indenture that it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or Person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the written opinion of any

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counsel, architect, engineer, insurance consultant, management consultant, or accountant believed by the Trustee to be qualified in relation to the subject matter, and the Trustee shall be under no duty to make any investigation or inquiry into any statements contained or matters referred to in any such instrument. The Trustee may consult with counsel, who may or may not be Bond Counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered, or omitted to be taken by it in good faith and in accordance therewith.

Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, such matter may be deemed to be conclusively proved and established by a City Certificate, unless other evidence in respect thereof be hereby specifically prescribed. Such City Certificate shall be full warrant for any action taken or suffered in good faith under the provisions hereof, but in its sole discretion the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the City to the Trustee shall be sufficiently executed if executed in the name of the City by the City Representative.

The Trustee shall not be under any obligation to see to the recording or filing of this Indenture, or otherwise to the giving to any Person of notice of the provisions hereof except as expressly required in Section 9.13 herein.

Section 9.6. Compensation.

Unless otherwise provided by contract with the Trustee, the Trustee shall transfer from the District Administration Account of the Administrative Fund, from time to time, reasonable compensation for all services rendered by it hereunder, including its services as Paying Agent/Registrar, together with all its reasonable expenses, charges, and other disbursements and those of its counsel, agents and employees, incurred in and about the administration and execution of the trusts hereby created and the exercise of its powers and the performance of its duties hereunder, subject to any limit on the amount of such compensation or recovery of expenses or other charges as shall be prescribed by specific agreement, and the Trustee shall have a lien therefor on any and all funds at any time held by it in the Administrative Fund. None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if in the judgment of the Trustee there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it. If the City shall fail to make any payment required by this Section, the Trustee may make such payment from any moneys in its possession in the Administrative Fund.

Section 9.7. Permitted Acts.

The Trustee and its directors, officers, employees, or agents may become the owner of or may in good faith buy, sell, own, hold and deal in Bonds Similarly Secured and may join in any action that any Owner of Bonds Similarly Secured may be entitled to take as fully and with the same rights as if it were not the Trustee. The Trustee may act as depository, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, the City or any committee formed to protect the rights of Owners or to effect or aid in any reorganization growing out of the enforcement of the Bonds Similarly Secured or this Indenture,

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whether or not such committee shall represent the Owners of a majority in aggregate outstanding principal amount of the Bonds Similarly Secured.

Section 9.8. Resignation of Trustee.

The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving not fewer than 30 days' written notice, specifying the date when such resignation shall take effect, to the City and each Owner of any Outstanding Bond Similarly Secured. Such resignation shall take effect upon the appointment of a successor as provided in Section 9.10 and the acceptance of such appointment by such successor.

Section 9.9. Removal of Trustee.

The Trustee may be removed at any time by (i) the Owners of at least a majority of the aggregate outstanding principal of the Bonds Similarly Secured by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or by their attorneys-in-fact, duly authorized and delivered to the City, or (ii) so long as the City is not in default under this Indenture, the City. Copies of each such instrument shall be delivered by the City to the Trustee and any successor thereof. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the City or the Owners of not less than 10% of the aggregate outstanding principal of the Bonds Similarly Secured.

Section 9.10. Successor Trustee.

If the Trustee shall resign, be removed, be dissolved, or become incapable of acting, or shall be adjudged as bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of the Trustee hereunder shall thereupon become vacant.

If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, a successor Trustee may be appointed within one year after any such vacancy shall have occurred by the Owners of at least twenty-five percent (25%) of the aggregate outstanding principal of the Bonds Similarly Secured by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or their attorneys-in-fact, duly authorized and delivered to such successor Trustee, with notification thereof being given to the predecessor Trustee and the City.

Until such successor Trustee shall have been appointed by the Owners of the Bonds Similarly Secured, the City shall forthwith appoint a Trustee to act hereunder. Copies of any instrument of the City providing for any such appointment shall be delivered by the City to the Trustee so appointed. The City shall mail notice of any such appointment to each Owner of any Outstanding Bonds Similarly Secured within 30 days after such appointment. Any appointment of a successor Trustee made by the City immediately and without further act shall be superseded and revoked by an appointment subsequently made by the Owners of Bonds Similarly Secured.

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

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herein or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Owner of Bonds Similarly Secured may apply to any court of competent jurisdiction for the appointment of such a successor, and the court may thereupon, after such notice, if any, as the court may deem proper, appoint such successor and the City shall be responsible for the costs of such appointment process.

Any successor Trustee appointed under the provisions of this Section shall be a commercial bank or trust company or national banking association (i) having a capital and surplus and undivided profits aggregating at least $50,000,000, if there be such a commercial bank or trust company or national banking association willing and able to accept the appointment on reasonable and customary terms, and (ii) authorized by law to perform all the duties of the Trustee required by this Indenture.

Each successor Trustee shall mail, in accordance with the provisions of the Bonds Similarly Secured, notice of its appointment to the Trustee, any rating agency which, at the time of such appointment, is providing a rating on the Bonds Similarly Secured and each of the Owners of the Bonds Similarly Secured.

Section 9.11. Transfer of Rights and Property to Successor Trustee.

Any successor Trustee appointed under the provisions of Section 9.10 shall execute, acknowledge, and deliver to its predecessor and the City an instrument in writing accepting such appointment, and thereupon such successor, without any further act, deed, or conveyance, shall become fully vested with all moneys, estates, properties, rights, immunities, powers, duties, obligations, and trusts of its predecessor hereunder, with like effect as if originally appointed as Trustee. However, the Trustee then ceasing to act shall nevertheless, on request of the City or of such successor, execute, acknowledge, and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the rights, immunities, powers, and trusts of such Trustee and all the right, title, and interest of such Trustee in and to the Trust Estate, and shall pay over, assign, and deliver to such successor any moneys or other properties subject to the trusts and conditions herein set forth. Should any deed, conveyance, or instrument in writing from the City be required by such successor for more fully and certainly vesting in and confirming to it any such moneys, estates, properties, rights, powers, duties, or obligations, any and all such deeds, conveyances, and instruments in writing, on request and so far as may be authorized by law, shall be executed, acknowledged, and delivered by the City.

Section 9.12. Merger, Conversion or Consolidation of Trustee.

Any corporation or association into which the Trustee may be merged or with which it may be consolidated or any corporation or association resulting from any merger, conversion or consolidation to which it shall be a party or any corporation or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business shall be the successor to such Trustee hereunder, without any further act, deed or conveyance, provided that such corporation or association shall be a commercial bank or trust company or national banking association qualified to be a successor to such Trustee under the provisions of Section 9.10, or a trust company that is a wholly-owned subsidiary of any of the foregoing.

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Section 9.13. Trustee to File Continuation Statements.

If necessary, the Trustee shall file or cause to be filed, such continuation statements as are delivered to the Trustee by the City, or on behalf of the City, and which may be required by the Texas Uniform Commercial Code, as from time to time in effect (the "UCC"), in order to continue perfection of the security interest of the Trustee in such items of tangible or intangible personal property and any fixtures as may have been granted to the Trustee pursuant to this Indenture in the time, place and manner required by the UCC.

Section 9.14. Construction of Indenture.

The Trustee may construe any of the provisions of this Indenture insofar as the same may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Trustee in good faith shall be binding upon the Owners of the Bonds Similarly Secured. Permissive rights of the Trustee are not to be construed as duties.

ARTICLE X

MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 10.1. Amendments Permitted.

(a) This Indenture and the rights and obligations of the City and of the Owners of the Bonds Similarly Secured may be modified or amended at any time by a Supplemental Indenture, except as provided below, pursuant to the affirmative vote at a meeting of Owners of the Bonds Similarly Secured, or with the written consent without a meeting, of the Owners of at least fifty-one percent (51%) of the aggregate principal amount of the Bonds Similarly Secured then Outstanding. No such modification or amendment shall (i) extend the maturity of any Bond Similarly Secured or reduce the interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond Similarly Secured, without the express consent of the Owner of such Bond Similarly Secured, or (ii) permit the creation by the City of any pledge or lien upon the Trust Estate superior to or on a parity with the pledge and lien created for the benefit of the Bonds Similarly Secured (except as otherwise permitted by Applicable Laws and this Indenture), or reduce the percentage of Owners of Bonds Similarly Secured required for the amendment hereof. Any such amendment may not modify any of the rights or obligations of the Trustee without its written consent.

(b) This Indenture and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Indenture, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(i) to add to the covenants and agreements of the City in this Indenture contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(ii) to make modifications not adversely affecting any Outstanding Bonds Similarly Secured in any material respect;

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(iii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in regard to questions arising under this Indenture, as the City and the Trustee may deem necessary or desirable and not inconsistent with this Indenture, and that shall not adversely affect the rights of the Owners of the Bonds Similarly Secured;

(iv) to provide for the issuance of Refunding Bonds as set forth in Section 13.2 hereof; and

(v) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds Similarly Secured.

(c) Any modification or amendment made pursuant to Section 10.1(b) shall not be subject to the notice procedures specified in Section 10.3 below.

(d) Notwithstanding the above, no Supplemental Indenture under this Section shall be effective unless the City first delivers to the Trustee an opinion of Bond Counsel to the effect that such amendment is permitted and will not adversely affect the: (i) interest of the Owners in any material respect, or (ii) exclusion of interest on any Bond from gross income for purposes of federal income taxation.

Section 10.2. Owners' Meetings.

The City may at any time call a meeting of the Owners of the Bonds Similarly Secured. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof, and to fix and adopt rules and regulations for the conduct of said meeting.

Section 10.3. Procedure for Amendment with Written Consent of Owners.

The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds Similarly Secured or of this Indenture, to the extent that such amendment is permitted by Section 10.1 herein, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a request to Owners for their consent thereto, shall be mailed by first-class mail, by the Trustee to each Owner of Bonds Similarly Secured from whom consent is required under this Indenture, but failure to mail copies of such Supplemental Indenture and request shall not affect the validity of the Supplemental Indenture when assented to as in this Section provided.

Such Supplemental Indenture shall not become effective unless there shall be filed with the Trustee the written consents of the Owners as required by this Indenture and a notice shall have been mailed as hereinafter in this Section provided and the City or Bond Counsel, acting on the City's behalf, has delivered to the Trustee an opinion of Bond Counsel to the effect that such amendment is permitted and will not adversely affect the exclusion of interest on any Bond from gross income for purposes of federal income taxation. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds Similarly Secured for which such consent is given, which proof shall be such as is permitted by Section 11.6 herein. Any such consent shall be binding upon the Owner of the Bonds Similarly Secured giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof), unless such consent is revoked in writing by the Owner giving such consent or a

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subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds Similarly Secured shall have filed their consents to the Supplemental Indenture, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Indenture, stating in substance that the Supplemental Indenture has been consented to by the Owners of the required percentage of Bonds Similarly Secured and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Indenture or consents thereto). Proof of the mailing of such notice shall be filed with the Trustee. A record, consisting of the papers required by this Section 10.3 to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Indenture shall become effective upon the filing with the Trustee of the proof of mailing of such notice, and the Supplemental Indenture shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the City and the Owners of all Bonds Similarly Secured at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period; provided, however, that the Trustee during such sixty day period and any such further period during which any such action or proceeding may be pending shall be entitled in its sole discretion to take such action, or to refrain from taking such action, with respect to such Supplemental Indenture, as it may deem expedient; provided, further, that the Trustee shall have no obligation to take or refrain from taking any such action and the Trustee shall have no liability with respect to any action taken or any instance of inactions.

Section 10.4. Effect of Supplemental Indenture.

From and after the time any Supplemental Indenture becomes effective pursuant to this Article X, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties, and obligations under this Indenture of the City, the Trustee and all Owners of Outstanding Bonds Similarly Secured shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 10.5. Endorsement or Replacement of Bonds Similarly Secured Issued After Amendments.

The City may determine that Bonds Similarly Secured issued and delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Similarly Secured Outstanding at such effective date and presentation of his Bond Similarly Secured for that purpose at the designated office of the Trustee or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond Similarly Secured. The City may determine that new Bonds Similarly Secured, so modified as in the opinion of the City is necessary to conform to such Owners' action, shall be prepared, executed, and delivered. In that case, upon demand of the Owner of any Bonds Similarly Secured then Outstanding, such new Bonds Similarly Secured shall be exchanged at the designated office of the Trustee without cost to any Owner, for Bonds Similarly Secured then Outstanding, upon surrender of such Bonds Similarly Secured.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

Section 10.6. Amendatory Endorsement of Bonds Similarly Secured.

The provisions of this Article X shall not prevent any Owner from accepting any amendment as to the particular Bonds Similarly Secured held by such Owner, provided that due notation thereof is made on such Bonds Similarly Secured.

Section 10.7. Waiver of Default

With the written consent of at least fifty-one percent (51%) in aggregate principal amount of the Bonds Similarly Secured 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.

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.1. Events of Default.

(a) Each of the following occurrences or events shall be and is hereby declared to be an "Event of Default," to wit:

(i) The failure of the City to deposit the Pledged Revenues to the Bond Pledged Revenue Account of the Pledged Revenue Fund;

(ii) The failure of the City to enforce the collection of the Assessments, including the prosecution of foreclosure proceedings;

(iii) The failure to make payment of the principal of or interest on any of the Bonds Similarly Secured when the same becomes due and payable and such failure is not remedied within thirty (30) days; provided, however, that the payments are to be made only from Pledged Revenues or other funds currently available in the Pledged Funds and available to the City to make the payments; and

(iv) Default in the performance or observance of any covenant, agreement or obligation of the City under this Indenture and the continuation thereof for a period of ninety (90) days after written notice to the City by the Trustee, or by the Owners of at least 25% of the aggregate Outstanding principal of the Bonds Similarly Secured with a copy to the Trustee, specifying such default and requesting that the failure be remedied.

(b) Nothing in Section 11.1(a) will be an Event of Default if it is in violation of any applicable state law or court order.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

Section 11.2. Immediate Remedies for Default.

(a) Subject to Article VIII, upon the happening and continuance of any of the Events of Default described in Section 11.1, the Trustee may, and at the written direction of the Owners of at least 25% of the Bonds Similarly Secured then Outstanding and its receipt of indemnity satisfactory to it, shall proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained herein, or injunction; provided, however, that no action for money damages against the City may be sought or shall be permitted. The Trustee retains the right to obtain the advice of counsel in its exercise of remedies of default.

(b) THE PRINCIPAL OF THE BONDS SIMILARLY SECURED SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

(c) If the assets of the Trust Estate are sufficient to pay all amounts due with respect to all Outstanding Bonds Similarly Secured, in the selection of Trust Estate assets to be used in the payment of Bonds Similarly Secured due under this Article, the City shall determine, in its absolute discretion, and shall instruct the Trustee by City Certificate, which Trust Estate assets shall be applied to such payment and shall not be liable to any Owner or other Person by reason of such selection and application. In the event that the City shall fail to deliver to the Trustee such City Certificate, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the City by reason of such selection, liquidation or sale.

(d) Whenever moneys are to be applied pursuant to this Article XI, irrespective of and whether other remedies authorized under this Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate and as may be required by law and apply the proceeds thereof in accordance with the provisions of this Section. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the judgment of the Trustee, proper for the purpose which may be designated in such request.

Section 11.3. Restriction on Owner's Action.

(a) No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust thereof or any other remedy hereunder, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing, (ii) such default has become an Event of Default and the

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

Owners of not less than 25% of the aggregate principal amount of the Bonds Similarly Secured then Outstanding have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee indemnity as provided in Section 9.2 herein, (iv) the Trustee has for ninety (90) days after such notice failed or refused to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no direction inconsistent with such written request has been given to the Trustee during such 90-day period by the Owners of at least 51% of the aggregate principal amount of the Bonds Similarly Secured then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee; however, no one or more Owners of the Bonds Similarly Secured shall have any right in any manner whatsoever to affect, disturb, or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner provided herein, and that all proceedings at law or in equity shall be instituted and maintained in the manner provided herein and for the equal benefit of the Owners of all Bonds Similarly Secured then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee, be conditions precedent to the execution of the powers and trusts of this Indenture and to any action or cause of action for the enforcement of this Indenture or for any other remedy hereunder.

(b) Subject to Article VIII, nothing in this Indenture shall affect or impair the right of any Owner to enforce, by action at law, payment of any Bond Similarly Secured at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond Similarly Secured issued hereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed herein and in the Bonds Similarly Secured.

(c) In case the Trustee or any Owners shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 11.4. Application of Revenues and Other Moneys After Default.

(a) All moneys, securities, funds and Pledged Revenues and other assets of the Trust Estate and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel), liabilities, and advances incurred or made by the Trustee, and the fees of the Trustee in carrying out this Indenture, during the continuance of an Event of Default, notwithstanding Section 11.2 hereof, shall be applied by the Trustee, on behalf of the City, to the payment of interest and principal or Redemption Price then due on Bonds Similarly Secured, as follows:

> FIRST: To the payment to the Owners entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Owners entitled thereto, without any discrimination or preference; and

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

SECOND: To the payment to the Owners entitled thereto of the unpaid principal of Outstanding Bonds Similarly Secured, or Redemption Price of any Bonds Similarly Secured which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds Similarly Secured due on any date, then to the payment thereof ratably, according to the amounts of principal due and to the Owners entitled thereto, without any discrimination or preference.

Within ten (10) days of receipt of such good and available funds, the Trustee may fix a record and payment date for any payment to be made to Owners pursuant to this Section 11.4.

(b) In the event funds are not adequate to cure any of the Events of Default described in Section 11.1, the available funds shall be allocated to the Bonds Similarly Secured that are Outstanding in proportion to the quantity of Bonds Similarly Secured that are currently due and in default under the terms of this Indenture.

(c) The restoration of the City to its prior position after any and all defaults have been cured, as provided in Section 11.3, shall not extend to or affect any subsequent default under this Indenture or impair any right consequent thereon.

Section 11.5. Effect of Waiver.

No delay or omission of the Trustee, or any Owner, to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee or the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 11.6. Evidence of Ownership of Bonds Similarly Secured.

(a) Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners of Bonds Similarly Secured may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys duly appointed in writing. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, or the holding by any Person of the Bonds Similarly Secured shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner:

(i) The fact and date of the execution of such instruments by any Owner of Bonds Similarly Secured or the duly appointed attorney authorized to act on behalf of such Owner may be provided by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the Person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate, or affidavit shall also constitute sufficient proof of his authority.

(ii) The ownership of Bonds Similarly Secured and the amount, numbers and other identification and date of holding the same shall be proved by the Register.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

(b) Except as otherwise provided in this Indenture with respect to revocation of a consent, any request or consent by an Owner of Bonds Similarly Secured shall bind all future Owners of the same Bonds Similarly Secured in respect of anything done or suffered to be done by the City or the Trustee in accordance therewith.

Section 11.7. No Acceleration.

In the event of the occurrence of an Event of Default under Section 11.1 hereof, the right of acceleration of any Stated Maturity is not granted as a remedy hereunder and the right of acceleration under this Indenture is expressly denied.

Section 11.8. Mailing of Notice.

Any provision in this Article for the mailing of a notice or other document to Owners shall be fully complied with if it is mailed, first-class, postage prepaid, only to each Owner at the address appearing upon the Register.

Section 11.9. Exclusion of Bonds Similarly Secured.

Bonds Similarly Secured owned or held by or for the account of the City will not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds Similarly Secured provided for in this Indenture, and the City shall not be entitled with respect to such Bonds Similarly Secured to give any consent or take any other action provided for in this Indenture.

Section 11.10. Remedies Not Exclusive.

No remedy herein conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity, by statute or by contract.

Section 11.11. Direction by Owners.

Anything herein to the contrary notwithstanding, the Owners of at least 25% of the aggregate outstanding principal of the Bonds shall have the right by an instrument in writing executed and delivered to the Trustee, to direct the choice of remedies and the time, method, and place of conducting a proceeding for any remedy available to the Trustee hereunder, under each Supplemental Indenture, or otherwise, or exercising any trust or power conferred upon the Trustee, including the power to direct or withhold directions with respect to any remedy available to the Trustee or the Owners, provided, (i) such direction shall not be otherwise than in accordance with Applicable Laws and the provisions hereof, (ii) that the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction, and (iii) that the Trustee shall have the right to decline to follow any such direction which, in the opinion of the Trustee, would be unjustly prejudicial to Owners not parties to such direction.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

ARTICLE XII

GENERAL COVENANTS AND REPRESENTATIONS

Section 12.1. Representations as to Trust Estate.

(a) The City represents and warrants that it is authorized by Applicable Laws to authorize and issue the Bonds Similarly Secured, to execute and deliver this Indenture and to pledge the Trust Estate in the manner and to the extent provided in this Indenture, and that the Pledged Revenues and the Trust Estate are and will be and remain free and clear of any pledge, lien, charge, or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created in or authorized by this Indenture except as expressly provided herein.

(b) The City shall at all times, to the extent permitted by Applicable Laws, defend, preserve and protect the pledge of the Trust Estate and all the rights of the Owners and the Trustee, under this Indenture against all claims and demands of all Persons whomsoever.

(c) The City will take all steps reasonably necessary and appropriate, and will direct the Trustee to take all steps reasonably necessary and appropriate, to collect all delinquencies in the collection of the Assessments and any other amounts pledged to the payment of the Bonds Similarly Secured to the fullest extent permitted by the PID Act and other Applicable Laws.

(d) To the extent permitted by law, notice of the Annual Installments shall be sent by, or on behalf of the City, to the affected property owners on the same statement or such other mechanism that is used by the City, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City.

Section 12.2. Accounts, Periodic Reports and Certificates.

The Trustee shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture and which shall at all times be subject to inspection by the City, and the Owner or Owners of not less than 10% in principal amount of any Bonds Similarly Secured then Outstanding or their representatives duly authorized in writing.

Section 12.3. General.

The City shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under the provisions of this Indenture.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

ARTICLE XIII

SPECIAL COVENANTS

Section 13.1. Further Assurances; Due Performance.

(a) At any and all times the City will duly execute, acknowledge and deliver, or will cause to be done, executed and delivered, all and every such further acts, conveyances, transfers, and assurances in a manner as the Trustee shall reasonably require for better conveying, transferring, pledging, and confirming unto the Trustee, all and singular, the revenues, Funds, Accounts and properties constituting the Pledged Revenues, and the Trust Estate hereby transferred and pledged, or intended so to be transferred and pledged.

(b) The City will duly and punctually keep, observe and perform each and every term, covenant and condition on its part to be kept, observed and performed, contained in this Indenture.

Section 13.2. Additional Obligations or Other Liens; Additional Bonds.

(a) The City reserves the right, subject to the provisions contained in this Section 13.2, to issue Additional Obligations under other indentures, assessment ordinances, or similar agreements or other obligations which do not constitute or create a lien on the Trust Estate and are not payable from the Pledged Revenues. Additionally, the City has reserved the right to issue bonds or other obligations secured by and payable from Pledged Revenues so long as such pledge is subordinate to the pledge of Pledged Revenues securing payment of the Bonds Similarly Secured.

(b) Other than Refunding Bonds issued to refund all or a portion of the Bonds Similarly Secured or Additional Bonds issued in accordance with this Section, the City will not create or voluntarily permit to be created any debt, lien or charge on the Trust Estate, and will not do or omit to do or suffer to be or omit to be done any matter or things whatsoever whereby the lien of this Indenture or the priority hereof might or could be lost or impaired.

(c) The City reserves the right to issue Additional Bonds, but shall be under no obligation to issue Additional Bonds, to finance the Actual Costs of the Phase #1 Projects or to pay amounts due to the Developer pursuant to the PID Reimbursement Agreement, but only in accordance with the conditions set forth below:

(i) The Trustee shall receive a certificate from the City Representative certifying that (A) the City is not in default in the performance and observance of any of the terms, provisions and conditions applicable to the City contained in this Indenture and (B) the Developer is not delinquent with respect to fees or any other funds or commitments to be paid to the City in accordance with the Development Agreement or the Phase #1 Reimbursement Agreement;

(ii) The Trustee and the City shall receive a certificate from the Developer, through an authorized representative, certifying that the Developer is not in default beyond any applicable notice and cure period in the performance and observance of any of the terms, provisions and conditions applicable to the Developer contained in the PID Reimbursement Agreement, the Development Agreement or any continuing disclosure agreement entered into by the Developer relating to any Bonds Similarly Secured or

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

Additional Obligations, unless any defaults under the foregoing agreements (except for defaults under any continuing disclosure agreements entered into by the Developer which defaults shall be cured) are disclosed in a certificate from the Developer to the City and the City elects to proceed with the issuance of the Additional Bonds regardless of the existence of such default or defaults;

(iii) The Trustee and the City shall receive a certificate from the Administrator certifying that the Developer is not delinquent with respect to the payment of Assessments or any ad valorem taxes (other than any ad valorem taxes being contested in good faith);

(iv) The City and the Trustee shall receive a certificate or report from an independent certified appraiser, appraisal firm or financial consultant, assuming completion of the Phase #1 Projects, demonstrating that the ratio of the aggregate appraised value of all Phase #1 Assessed Property to the aggregate principal amount of the Outstanding Bonds and the Additional Bonds to be issued (the "Value to Lien Ratio") is at least _____. In calculating the Value to Lien Ratio, the independent certified appraiser, appraisal firm or financial consultant may rely on builder contracts, a certificate from the Administrator identifying lots for which home construction has commenced, or the Collin County Tax Assessor/Collector's estimated assessed valuation for completed homes (home and lot assessed valuation) and estimated lot valuation for lots on which homes are under construction;

(v) The City and the Trustee shall receive a certificate from the Developer, through an authorized representative, certifying that no less than _____ (____) single-family lots located within Phase #1 of the District: (A) contain completed single-family homes or (B) have been issued a construction permit by the City;

(vi) The principal (including sinking fund installments) of the Additional Bonds must be scheduled to mature on September 1 of the years in which principal is scheduled to mature;

(vii) The interest on the Additional Bonds must be scheduled to be paid on March 1 and September 1 of the years in which interest is scheduled to be paid;

(viii) The Reserve Account Requirement shall be increased by an amount equal to ____% of the [Maximum Annual Debt Service on the proposed Additional Bonds to be issued as of the Closing Date of such series of Additional Bonds]; provided, however, that the Reserve Account Requirement will not be increased by more than 10% of the principal amount of the Additional Bonds (or if the Additional Bonds are issued with more than 2% net original issue discount or premium, 10% of the proceeds of the Additional Bonds); provided further, however, the Reserve Account Requirement shall not exceed the least of (i) Maximum Annual Debt Service on the Bonds Similarly Secured, (ii) 125% of average Annual Debt Service on the Bonds Similarly Secured, or (iii) 10% of the lesser of the principal amount of the Outstanding Bonds Similarly Secured or the combined original issue price of the Bonds Similarly Secured;

(ix) The issuance of such Additional Bonds shall not cause the amount of the Annual Installments to be collected in any year after the issuance of such Additional Bonds to exceed the amount of the Annual Installments collected in the year of the issuance of such Additional Bonds; and

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

(x) The maximum principal amount of Additional Bonds that may be issued, subject to the approval of the City, in total, is the lesser of (i) the then outstanding balance of the PID Reimbursement Agreement and (ii) the then outstanding Assessments, less the Assessments required to pay the principal of the Bonds.

(d) Notwithstanding the provisions of Section 13.2(c) above, Refunding Bonds issued to refund all or a portion of the Bonds Similarly Secured shall not be required to meet the requirements set forth in Section 13.2(c)(iv) or Section 13.2(c)(v).

Section 13.3. Books of Record.

(a) The City shall cause to be kept full and proper books of record and accounts, in which full, true and proper entries will be made of all dealing, business and affairs of the City, which relate to the Pledged Revenues, the Pledged Funds, the Trust Estate, and the Bonds Similarly Secured.

(b) The Trustee shall have no responsibility with respect to the financial and other information received by it pursuant to this Section 13.3 except to receive and retain same, subject to the Trustee's document retention policies, and to distribute the same in accordance with the provisions of this Indenture. Specifically, but without limitation, the Trustee shall have no duty to review such information, is not considered to have notice of the contents of such information or a default based on such contents, and has no duty to verify the accuracy of such information.

ARTICLE XIV

PAYMENT AND CANCELLATION OF THE BONDS SIMILARLY SECURED AND SATISFACTION OF THE INDENTURE

Section 14.1. Trust Irrevocable.

The trust created by the terms and provisions of this Indenture is irrevocable until the Bonds Similarly Secured secured hereby are fully paid or provision is made for their payment as provided in this Article.

Section 14.2. Satisfaction of Indenture.

If the City shall pay or cause to be paid, or there shall otherwise be paid to the Owners, principal of and interest on all of the Bonds Similarly Secured, at the times and in the manner stipulated in this Indenture, and all amounts due and owing with respect to the Bonds Similarly Secured have been paid or provided for, then the pledge of the Trust Estate and all covenants, agreements, and other obligations of the City to the Owners of such Bonds Similarly Secured, shall thereupon cease, terminate, and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the City copies of all such documents as it may have evidencing that principal of and interest on all of the Bonds Similarly Secured has been paid so that the City may determine if the Indenture is satisfied; if so, the Trustee shall pay over or 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.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

Section 14.3. Bonds Similarly Secured Deemed Paid.

All Outstanding Bonds Similarly Secured shall, prior to the Stated Maturity or redemption date thereof be deemed to have been paid and to no longer be deemed Outstanding if (i) in case any such Bonds Similarly Secured are to be redeemed on any date prior to their Stated Maturity, the Trustee shall have given notice of redemption on said date as provided herein, (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with any moneys deposited with the Trustee for such purpose, shall be sufficient to pay when due the principal of and interest on of the Bonds Similarly Secured to become due on such Bonds Similarly Secured on and prior to the redemption date or maturity date thereof, as the case may be, (iii) the Trustee shall have received a report by an independent certified public accountant selected by the City verifying the sufficiency of the moneys and/or Defeasance Securities deposited with the Trustee to pay when due the principal of and interest on of the Bonds Similarly Secured to become due on such Bonds Similarly Secured on and prior to the redemption date or maturity date thereof, as the case may be, and (iv) if any Bonds Similarly Secured are then rated, the Trustee shall have received written confirmation from each rating agency then publishing a rating on such Bonds Similarly Secured that such deposit will not result in the reduction or withdrawal of the rating on such Bonds Similarly Secured. Neither Defeasance Securities nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall, be reinvested in Defeasance Securities as directed in writing by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds Similarly Secured on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

ARTICLE XV

MISCELLANEOUS

Section 15.1. Benefits of Indenture Limited to Parties.

Nothing in this Indenture, expressed or implied, is intended to give to any Person other than the City, the Trustee and the Owners, any right, remedy, or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Trustee.

Section 15.2. Successor is Deemed Included in All References to Predecessor.

Whenever in this Indenture or any Supplemental Indenture either the City or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

Section 15.3. Execution of Documents and Proof of Ownership by Owners.

Any request, declaration, or other instrument which this Indenture may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys duly appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, declaration, or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the Person signing such request, declaration, or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds Similarly Secured and the amount, maturity, number, and date of holding the same shall be proved by the Register.

Any request, declaration or other instrument or writing of the Owner of any Bond Similarly Secured shall bind all future Owners of such Bond Similarly Secured in respect of anything done or suffered to be done by the City or the Trustee in good faith and in accordance therewith.

Section 15.4. Waiver of Personal Liability.

No member, officer, agent, or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds Similarly Secured; but nothing herein contained shall relieve any such member, officer, agent, or employee from the performance of any official duty provided by law.

Section 15.5. Notices to and Demands on City and Trustee.

(a) Except as otherwise expressly provided in this Indenture, all notices or other instruments required or permitted under this Indenture, including any City Certificate, shall be in writing and shall be telexed, cabled, delivered by hand, mailed by first-class mail, postage prepaid, or transmitted by facsimile or e-mail and addressed as follows:

If to the City:	City of Celina, Texas 142 North Ohio Celina, Texas 75009 Attention: City Manager
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,

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

Any of such addresses may be changed at any time upon written notice of such change given to the other party by the party effecting the change. Notices and consents given by mail in accordance with this Section shall be deemed to have been given five Business Days after the date of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

(b) The Trustee shall mail to each Owner of a Bond Similarly Secured notice of (i) any substitution of the Trustee; or (ii) the redemption or defeasance of all Bonds Similarly Secured Outstanding.

(c) The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Indenture and delivered using Electronic Means ("Electronic Means" means the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder); provided, however, that the City shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

Section 15.6. Partial Invalidity.

If any Section, paragraph, sentence, clause, or phrase of this Indenture shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Indenture. The City hereby declares that it would have adopted this

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

Indenture and each and every other Section, paragraph, sentence, clause, or phrase hereof and authorized the issue of the Bonds Similarly Secured pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid, or unenforceable.

Section 15.7. Applicable Laws.

This Indenture shall be governed by and enforced in accordance with the laws of the State of Texas applicable to contracts made and performed in the State of Texas.

Section 15.8. Payment on Business Day.

In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds Similarly Secured or the date fixed for redemption of any Bonds Similarly Secured or the date any action is to be taken pursuant to this Indenture is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day that is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 15.9. Counterparts.

This Indenture may be executed in counterparts, each of which shall be deemed an original.

Section 15.10. No Boycott of Israel.

To the extent this Indenture constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Indenture. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Trustee understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

Section 15.11. Iran, Sudan, and Foreign Terrorist Organizations.

The Trustee represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

solely to enable the City to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Trustee and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Trustee understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

Section 15.12. No Discrimination Against Fossil Fuel Companies.

To the extent this Indenture constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Indenture. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. The Trustee understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

Section 15.13. No Discrimination Against Firearm Entities and Firearm Trade Associations.

(a) To the extent this Indenture constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Indenture. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification and the following definitions:

(i) 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm

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trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;

(ii) 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting); and

(iii) 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

(b) The Trustee understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

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:

_____
Assistant City Secretary

[CITY SEAL]

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

EXHIBIT A

(c) Form of Bond.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE CITY, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

REGISTERED
No. _____

REGISTERED
$_____

United States of America
State of Texas

CITY OF CELINA, TEXAS
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2021
(THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT
PHASE #1 PROJECT)

INTEREST RATE	MATURITY DATE	DATE OF DELIVERY	CUSIP NUMBER
_____%	September 1, 20___	_____	_____

The City of Celina, Texas (the "City"), for value received, hereby promises to pay, solely from the Trust Estate, to

_____

or registered assigns, on the Maturity Date, as specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Date of Delivery, as specified above, or the most recent Interest Payment Date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 1 and September 1 of each year, commencing March 1, 2022, 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

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

to the registered owner at the address shown on the registration books kept by the Trustee or by such other customary banking arrangements acceptable to the Trustee, requested by, and at the risk and expense of, the Person to whom interest is to be paid. For the purpose of the payment of interest on this Bond, the registered owner shall be the Person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the fifteenth calendar day of the month next preceding such Interest Payment Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of a duly authorized issue of assessment revenue bonds of the City having the designation specified in its title (herein referred to as the "Bonds"), dated December 7, 2021 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, 2021 (the "Indenture"), by and between the City and the Trustee, to which Indenture reference is hereby made for a description of the amounts thereby pledged and assigned, the nature and extent of the lien and security, the respective rights thereunder to the holders of the Bonds, the Trustee, and the City, and the terms upon which the Bonds are, and are to be, authenticated and delivered and by this reference to the terms of which each holder of this Bond hereby consents. All Bonds issued under the Indenture are equally and ratably secured by the amounts thereby pledged and assigned. The Bonds are being issued for the purpose of (i) paying a portion of the Actual Costs of the Phase #1 Projects, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Phase #1 Projects, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance.

The Bonds are limited obligations of the City payable solely from the Trust Estate as defined in the Indenture. Reference is hereby made to the Indenture, copies of which are on file with and available upon request from the Trustee, for the provisions, among others, with respect to the nature and extent of the duties and obligations of the City, the Trustee and the Owners. The Owner of this Bond, by the acceptance hereof, is deemed to have agreed and consented to the terms, conditions and provisions of the Indenture.

Notwithstanding any provision hereof, the Indenture may be released and the obligation of the City to make money available to pay this Bond may be defeased by the deposit of money and/or certain direct or indirect Defeasance Securities sufficient for such purpose as described in the Indenture.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

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 $1,000 in excess thereof.

The Bonds are subject to sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at a price equal to the principal amount thereof plus accrued and unpaid interest thereon to the date set for redemption from moneys available for such purpose in the Redemption Fund pursuant to Article VI of the Indenture, on the dates and in the Sinking Fund Installment amounts as set forth in the following schedule:

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)

* maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)

* maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)

* maturity

Term Bonds Maturing September 1, 20__

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

Redemption Date	Sinking Fund Installment ($)

* maturity

At least forty-five (45) days prior to each mandatory sinking fund redemption date, and subject to any prior reduction authorized by the Indenture, the Trustee shall select for redemption, pursuant to the provisions of the Indenture, a principal amount of Bonds of such maturity equal to the Sinking Fund Installments of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in the Indenture.

The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption and not previously credited to a sinking fund redemption.

The City reserves the right and option to redeem Bonds maturing on or after September 1, 20__ before their scheduled maturity dates, in whole or in part, on any date on or after September 1, 20__, such redemption date or dates to be fixed by the City, at the redemption price of par plus accrued interest to the date of redemption.

Bonds are subject to extraordinary optional redemption prior to maturity in whole or in part, 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, pursuant to the provisions of the Indenture, from amounts on deposit in the Redemption Fund as a result of Prepayments, other transfers to the Redemption Fund pursuant to the Indenture, or as a result of unexpended amounts transferred from the Project Fund as provided in the Indenture.

The Trustee shall give notice of any redemption of Bonds by sending notice by United States mail, first-class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register. The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed. Any notice so given shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the redemption price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds, and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the City and the rights of the holders of the Bonds under the Indenture at any time Outstanding affected by such modification. The Indenture also contains provisions permitting the holders of specified percentages in aggregate principal amount of the Bonds at the time Outstanding, on behalf of the holders of all the Bonds, to waive compliance by the City with certain past defaults under the Bond Ordinance or the Indenture and their consequences. Any such consent or waiver by the holder of this Bond or any predecessor Bond evidencing the same debt shall be conclusive and binding upon such holder and upon all future holders thereof and of any Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, whether or not notation of such consent or waiver is made upon this Bond.

As provided in the Indenture, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Trustee, and upon delivery to the Trustee of such certifications and/or opinion of counsel as may be required under the Indenture for the transfer of this Bond. Upon satisfaction of such requirements, one or more new fully registered Bonds of the same Stated Maturity, of Authorized Denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Trustee shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond redeemed in part.

The City, the Trustee, and any other Person may treat the Person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the Person in whose name this Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the City nor the Trustee shall be affected by notice to the contrary.

The City has reserved the right to issue Additional Bonds on the terms and conditions specified in the Indenture.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY OF CELINA, TEXAS, THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE BONDS.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

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

_____
Assistant City Secretary, City of Celina, Texas

[City Seal]

(d) Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO._____
	§	
THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____

_____
Comptroller of Public Accounts
of the State of Texas

[SEAL]

(e) Form of Certificate of Trustee.

CERTIFICATE OF TRUSTEE

It is hereby certified that this is one of the Bonds of the series of Bonds referred to in the within mentioned Indenture.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

U.S. BANK NATIONAL ASSOCIATION,
Dallas, Texas, as Trustee

DATED: _____

By:_____
Authorized Signatory

(f) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and zip code of transferee):

_____
_____
_____

(Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Date: _____ _____

Signature Guaranteed By:

_____

_____
Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Trustee.

(g) The Initial Bond shall be in the form set forth in paragraphs (a) through (d) of this Exhibit A, except for the following alterations:

(i) immediately under the name of the Bond the heading "INTEREST RATE" and "MATURITY DATE" shall both be completed with the expression "As Shown Below," and the reference to the "CUSIP NUMBER" shall be deleted;

(ii) in the first paragraph of the Bond, the words "on the Maturity Date as specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on September 1 in each of the years, in the principal

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

installments and bearing interest at the per annum rates set forth in the following schedule:

Years	Principal Amount ($)	Interest Rate (%)"

(Information to be inserted from Section 3.2(c) hereof); and

(iii) the Initial Bond shall be numbered T-1.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

EXHIBIT B

BOND PURCHASE AGREEMENT

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

Draft 10/26/2021

$[7,373,000]
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT PHASE #1 PROJECT)

BOND PURCHASE AGREEMENT

[November 9], 2021

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

Ladies and Gentlemen:

The undersigned, FMSbonds, Inc. (the "Underwriter"), offers to enter into this Bond Purchase Agreement (this "Agreement") with the City of Celina, Texas (the "City"), which will be binding upon the City and the Underwriter upon the acceptance of this Agreement by the City. This offer is made subject to its acceptance by the City by execution of this Agreement and its delivery to the Underwriter on or before 10:00 p.m., Central Time, on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered to the City at any time prior to the acceptance hereof by the City. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Indenture (defined herein), between the City and U.S. Bank National Association, as trustee (the "Trustee"), authorizing the issuance of the Bonds (defined herein), and the Limited Offering Memorandum (defined herein).

1. Purchase and Sale of Bonds. Upon the terms and conditions and upon the basis of representations, warranties, and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the $[7,373,000] aggregate principal amount of the "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (The Parks at Wilson Creek Public Improvement District Phase #1 Project)" (the "Bonds"), at a purchase price of $_____ (representing the aggregate principal amount of the Bonds, [plus a _____ Premium/less an original issue discount] of $_____ and less an Underwriter's discount of $_____).

Inasmuch as this purchase and sale represents a negotiated transaction, the City understands, and hereby confirms, that the Underwriter is not acting as a municipal advisor or fiduciary of the City (including, without limitation, a "municipal advisor" (as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act)), but rather is acting solely in its capacity as Underwriter for its own account. The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm's length commercial transaction between the City and the Underwriter, (ii) in connection with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

Underwriter is and has been acting solely as a principal and is not acting as the agent, municipal advisor, financial advisor, or fiduciary of the City, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering described herein or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriter has provided other services or is currently providing other services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering described herein except the obligations expressly set forth in this Agreement, (iv) the City has consulted its own legal, financial and other advisors to the extent it has deemed appropriate, (v) the Underwriter has financial and other interests that differ from those of the City, and (vi) the Underwriter has provided to the City prior disclosures under Rule G-17 of the Municipal Securities Rulemaking Board ("MSRB"), which have been received by the City. The City further acknowledges and agrees that following the issuance and delivery of the Bonds, the Underwriter has indicated that it may have periodic discussions with the City regarding the expenditure of Bond proceeds and the construction of the Phase #1 Projects financed with the Bonds and, in connection with such discussions, the Underwriter shall be acting solely as a principal and will not be acting as the agent or fiduciary of, and will not be assuming an advisory or fiduciary responsibility in favor of, the City.

The Bonds shall be dated December 7, 2021, and shall have the maturities and redemption features, if any, and bear interest at the rates per annum shown on Schedule I hereto. Payment for and delivery of the Bonds, and the other actions described herein, shall take place on [December 7], 2021 (or such other date as may be agreed to by the City and the Underwriter) (the "Closing Date").

2. Authorization Instruments and Law. The Bonds were authorized by an ordinance enacted by the City Council of the City (the "City Council") on [November 9], 2021 (the "Bond Ordinance") and shall be issued pursuant to the provisions of the Public Improvement District Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the "Act"), and the Indenture of Trust, dated as of December 1, 2021, 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 Trust Estate (as defined in the Indenture) consisting primarily of revenue from assessments (the "Assessments") levied pursuant to a separate ordinance adopted by the City Council on [November 9], 2021 (the "Assessment Ordinance") against assessable property (the "Assessed Property") located within Phase #1 (as defined in the Indenture) of The Parks at Wilson Creek Public Improvement District (the "District") all to the extent and upon the conditions described in the Indenture. The District was established by a resolution (the "Creation Resolution"), enacted by the City Council on August 10, 2021, in accordance with the Act. The service and assessment plan for the District was approved on [November 9], 2021 (the "Service and Assessment Plan"). The Creation Resolution, the Assessment Ordinance, the Bond Ordinance and the Indenture are collectively referred to herein as the "Authorizing Documents."

The Bonds shall be as described in Schedule I attached hereto, the Indenture, and the Limited Offering Memorandum. The proceeds of the Bonds shall be used for the purposes described in the Limited Offering Memorandum under "PLAN OF FINANCE — The Bonds" and

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shall be generally applied as described in the Limited Offering Memorandum under "SOURCES AND USES OF FUNDS."

3. Public Offering. The Underwriter agrees to make a bona fide limited public offering of all of the Bonds in accordance with Section 4 hereof and to no more than thirty-five persons that qualify as "Accredited Investors" (as defined in Rule 501 of Regulation D under the Securities Act (as defined herein)) or "Qualified Institutional Buyers" (within the meaning of Rule 144A under the Securities Act). On or before the third (3rd) business day prior to the Closing Date, the Underwriter shall execute and deliver to Bond Counsel (as defined herein) the Issue Price Certificate (as defined herein), in substantially the form attached hereto as Appendix B.

4. Establishment of Issue Price.

a. The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City on or before the third (3rd) business day prior to the Closing Date an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B (the "Issue Price Certificate"), with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the City under this Section to establish the issue price of the Bonds may be taken on behalf of the City by the Financial Advisor (defined below) and any notice or report to be provided to the City may be provided to the Financial Advisor or to Bond Counsel.

b. The Underwriter confirms that it has offered all the Bonds of each maturity to the public on or before the date of this Agreement at the respective offering price (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule I attached hereto, except as otherwise set forth therein. The City will treat the first price at which 10% of each maturity of the Bonds is sold to the public as of the sale date as the issue price of that maturity (the "10% test"). At or promptly after the execution of this Agreement, the Underwriter shall report to the City on Schedule A to the Issue Price Certificate the first price at which the Underwriter has sold to the public each maturity of Bonds, and shall identify to the City on Schedule A to the Issue Price Certificate those maturities of the Bonds for which the 10% test has not been satisfied. If different interest coupons apply within a maturity, each separate CUSIP number within that maturity will be treated as a separate maturity for this purpose.

c. The City and the Underwriter agree that the restrictions set forth in the next sentence shall apply to those maturities of the Bonds for which the 10% test has not been met as of the date of this Agreement, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

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(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the City when the Underwriter has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if such sale occurs prior to the close of the fifth (5th) business day after the sale date.

d. The Underwriter confirms that any selling group agreement and each third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable, to (A) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter and as set forth in the related pricing wires, (B) promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public, and (C) acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public. The City acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

e. The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this Section. Further, for purposes of this Section:

(i) "public" means any person other than an underwriter or a related party to an underwriter;

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person

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described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

(iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(iv) "sale date" means the date of execution of this Agreement by all parties.

5. Limited Offering Memorandum.

a. Delivery of Limited Offering Memorandum. The City previously has delivered, or caused to be delivered, to the Underwriter the Preliminary Limited Offering Memorandum for the Bonds dated [_____], 2021 (the "Preliminary Limited Offering Memorandum"), in a "designated electronic format," as defined in the MSRB Rule G-32 ("Rule G-32"). The City will prepare, or cause to be prepared, a final Limited Offering Memorandum relating to the Bonds (as more particularly defined below, the "Limited Offering Memorandum") which will be (i) dated the date of this Agreement, (ii) complete within the meaning of the United States Securities and Exchange Commission's Rule 15c2-12, as amended ("Rule 15c2-12"), (iii) in a "designated electronic format," and (iv) substantially in the form of the most recent version of the Preliminary Limited Offering Memorandum provided to the Underwriter before the execution hereof, except for the inclusion of the information permitted to be excluded from the Preliminary Limited Offering Memorandum by Section (b)(1) of Rule 15c2-12. The Limited Offering Memorandum, including the cover page thereto, all exhibits, schedules, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Bonds are collectively referred to herein as the "Limited Offering Memorandum." Until the Limited Offering Memorandum has been prepared and is available for distribution, the City shall provide to the Underwriter, upon request, sufficient quantities (which may be in electronic format) of the Preliminary Limited Offering Memorandum as the Underwriter reasonably deems necessary to satisfy the obligation of the Underwriter under Rule 15c2-12 with respect to distribution to each potential customer.

b. Preliminary Limited Offering Memorandum Deemed Final. The Preliminary Limited Offering Memorandum has been prepared for use by the Underwriter in connection with the public offering, sale, and distribution of the Bonds. The City hereby

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represents and warrants that the Preliminary Limited Offering Memorandum has been deemed "final" by the City as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12.

c. Use of Limited Offering Memorandum in Offering and Sale. The City hereby authorizes the Limited Offering Memorandum and the information therein contained to be used by the Underwriter in connection with the public offering and the sale of the Bonds. The City consents to the use by the Underwriter prior to the date hereof of the Preliminary Limited Offering Memorandum in connection with the public offering of the Bonds. The City shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the City's acceptance of this Agreement (but, in any event, not later than the earlier of the Closing Date or seven (7) business days after the City's acceptance of this Agreement) copies of the Limited Offering Memorandum which is complete as of the date of its delivery to the Underwriter. The City shall provide the Limited Offering Memorandum, or cause the Limited Offering Memorandum to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

d. Updating of Limited Offering Memorandum. If, after the date of this Agreement, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than the twenty-fifth (25th) day after the "end of the underwriting period" for the Bonds), the City becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the City will promptly notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time reasonably request), and if, in the reasonable judgment of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the City will forthwith prepare and furnish, at no expense to the Underwriter (in a form and manner approved by the Underwriter), either an amendment or a supplement to the Limited Offering Memorandum so that the statements therein as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading or so that the Limited Offering Memorandum will comply with law; provided, however, that for all purposes of this Agreement and any certificate delivered by the City in accordance herewith, the City makes no representations with respect to the following information (collectively, the "Non-City Disclosures") (i) the descriptions in the Preliminary Limited

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Offering Memorandum or the Limited Offering Memorandum of The Depository Trust Company, New York, New York ("DTC"), or its book-entry-only system, and (ii) the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum in the maps of the District therein or under the captions and subcaptions "PLAN OF FINANCE" (except for the information under the subcaption "— The Bonds"), "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS," "BOOK-ENTRY ONLY SYSTEM," "THE PHASE #1 PROJECTS AND ADDITIONAL MAJOR IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPER," "THE PID ADMINISTRATOR," "APPRAISAL," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, Phase #1 Projects, and the Development, as defined in the Limited Offering Memorandum), "LEGAL MATTERS — Litigation – The Developer," "CONTINUING DISCLOSURE — The Developer" and "— The Developer's Compliance with Prior Undertakings," "INFORMATION RELATING TO THE TRUSTEE," "APPENDIX E-2," "APPENDIX F" and "APPENDIX G." If such notification shall be subsequent to the Closing (as defined herein), the City, at no expense to the Underwriter, shall furnish such legal opinions, certificates, instruments, and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Limited Offering Memorandum. The City shall provide any such amendment or supplement, or cause any such amendment or supplement to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

e. Filing with MSRB. The Underwriter hereby agrees to timely file the Limited Offering Memorandum with the MSRB through its Electronic Municipal Market Access ("EMMA") system within one (1) business day after receipt but no later than the Closing Date. Unless otherwise notified in writing by the Underwriter, the City can assume that the "end of the underwriting period" for purposes of Rule 15c2-12 is the Closing Date.

f. Limited Offering. The Underwriter hereby represents, warrants and covenants that the Bonds were initially sold pursuant to a limited offering. The Bonds were sold to not more than thirty-five (35) persons that qualify as "Accredited Investors" (as defined in Rule 501 of Regulation D under the Securities Act) or "Qualified Institutional Buyers" (within the meaning of Rule 144A under the Securities Act).

6. City Representations, Warranties and Covenants. The City represents, warrants and covenants that:

a. Due Organization, Existence and Authority. The City is a political subdivision of the State of Texas (the "State"), and has, and at the Closing Date will have, full legal right, power and authority:

(i) to enter into and perform its duties and obligations under:

(1) this Agreement;

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(2) the Indenture;

(3) the Development Agreement (The Parks at Wilson Creek), effective as of January 13, 2015 and recorded as Document No. 20150126000084070 on January 26, 2015 in the real property records of Collin County, Texas, between the Issuer and The Parks at Wilson Creek, L.P., a Texas limited partnership, as amended and restated by that certain Amended and Restated Development Agreement (The Parks at Wilson Creek), effective on September 8, 2015 and recorded as Document No. 20150917001181960 on September 17, 2015 in the real property records of Collin County, Texas; and as further amended by that certain First Amendment to the Amended and Restated Development Agreement (The Parks at Wilson Creek), effective on October 8, 2019 and recorded as Document No. 20191021001322210 on October 21, 2019 in the real property records of Collin County, Texas; and that certain Second Amendment to the Amended and Restated Development Agreement (The Parks at Wilson Creek) effective on September 14, 2021 and recorded as Document No. 20210923001945090 on September 23, 2021 in the real property records of Collin County, Texas (collectively, the "Development Agreement");

(4) the PID Reimbursement Agreement – The Parks at Wilson Creek Public Improvement District effective [November 9], 2021 between the City and the Developer (the "PID Reimbursement Agreement"); and

(5) the Continuing Disclosure Agreement of the Issuer with respect to the Bonds, dated as of December 1, 2021 (the "Continuing Disclosure Agreement of the Issuer"), executed and delivered by the City and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., 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 (1) the Authorizing Documents, (2) this Agreement, (3) the Development Agreement, (4) the PID Reimbursement Agreement, (5) the Continuing Disclosure Agreement of the Issuer, (6) the Limited Offering Memorandum and (7) any other documents and certificates described in any of the foregoing (the documents described by subclauses (1) through (7) being referred to collectively herein as the "City Documents").

b. Due Authorization and Approval of City. By all necessary official action of the City, the City has duly authorized and approved the adoption or execution and delivery by the City of, and the performance by the City of the obligations on its part contained in, the City Documents and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded,

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except as may have been approved by the Underwriter. When validly executed and delivered by the other parties thereto, the City Documents will constitute the legally valid and binding obligations of the City enforceable upon the City in accordance with their respective terms, except insofar as enforcement may be limited by principles of sovereign immunity, bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or affecting creditors' rights generally. The City has complied, and will at the Closing be in compliance, in all material respects, with the obligations on its part to be performed on or prior to the Closing Date under the City Documents.

c. Due Authorization for Issuance of the Bonds. The City has duly authorized the issuance and sale of the Bonds pursuant to the Bond Ordinance, the Indenture, and the Act. The City has, and at the Closing will have, full legal right, power and authority (i) to enter into, execute, deliver, and perform its obligations under this Agreement and the other City Documents, (ii) to issue, sell and deliver the Bonds to the Underwriter pursuant to the Indenture, the Bond Ordinance, the Act, and as provided herein, and (iii) to carry out, give effect to and consummate the transactions on the part of the City described by the Bond Ordinance and the other City Documents.

d. No Breach or Default. As of the time of acceptance hereof, and to its knowledge, the City is not, and as of the Closing Date the City will not be, in breach of or in default in any material respect under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument related to the Bonds and to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default or event could have a material adverse effect on the City's ability to perform its obligations under the Bonds or the City Documents; and, as of such times, the authorization, execution and delivery of the Bonds and the City Documents and compliance by the City with obligations on its part to be performed in each of such agreements or instruments does not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the City (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties are bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be permitted by the City Documents.

e. No Litigation. At the time of acceptance hereof there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an "Action") pending against the City with respect to which the City has been served with process, nor to the knowledge of the City is any Action threatened against the City, in which any such Action (i) in any

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way questions the existence of the City or the rights of the members of the City Council to hold their respective positions, (ii) in any way questions the formation or existence of the District, (iii) affects, contests or seeks to prohibit, restrain or enjoin the issuance or delivery of any of the Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the City Documents or the consummation of the transactions on the part of the City described therein, or contests the exclusion of the interest on the Bonds from federal income taxation, or (iv) which may result in any material adverse change in the financial condition of the City; and, as of the time of acceptance hereof, to the City's knowledge, there is no basis for any action, suit, proceeding, inquiry, or investigation of the nature described in clauses (i) through (iv) of this sentence.

f. Bonds Issued Pursuant to Indenture. The City represents that the Bonds, when issued, executed, and delivered in accordance with the Indenture and sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the City subject to the terms of the Indenture, entitled to the benefits of the Indenture and the security of the pledge of the proceeds of the levy of the Assessments received by the City, all to the extent provided for in the Indenture. The Indenture creates a valid pledge of certain revenues and the monies in certain funds and accounts established pursuant to the Indenture to the extent provided for in the Indenture, including the investments thereof, subject in all cases to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein.

g. Assessments. The Assessments constituting the security for the Bonds have been levied by the City in accordance with the Act on those parcels of land identified in the Assessment Roll (as defined in the Service and Assessment Plan). According to the Act, such Assessments constitute a valid and legally binding first and prior lien against the properties assessed, superior to all other liens and claims, except liens or claims for state, county, school district, or municipality ad valorem taxes.

h. Consents and Approvals. All authorizations, approvals, licenses, permits, consents, elections, and orders of or filings with any governmental authority, legislative body, board, agency, or commission having jurisdiction in the matters which are required by the Closing Date for the due authorization of, which would constitute a condition precedent to or the absence of which would adversely affect the due performance by the City of, its obligations in connection with the City Documents have been duly obtained or made and are in full force and effect, except the approval of the Bonds by the Attorney General of the State, registration of the Bonds by the Comptroller of Public Accounts of the State, and the approvals, consents and orders as may be required under Blue Sky or securities laws of any jurisdiction.

i. Public Debt. Prior to the Closing, the City will not offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by a pledge of the Assessments which secure the Bonds without the prior approval of the Underwriter.

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j. Preliminary Limited Offering Memorandum. The information contained in the Preliminary Limited Offering Memorandum is true and correct in all material respects, and such information does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to the Non-City Disclosures.

k. Limited Offering Memorandum. At the time of the City's acceptance hereof and (unless the Limited Offering Memorandum is amended or supplemented pursuant to paragraph (d) of Section 5 of this Agreement) at all times subsequent thereto during the period up to and including the twenty-fifth (25th) day subsequent to the "end of the underwriting period," the information contained in the Limited Offering Memorandum does not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to the Non-City Disclosures; and further provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 5(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

l. Supplements or Amendments to Limited Offering Memorandum. If the Limited Offering Memorandum is supplemented or amended pursuant to paragraph (d) of Section 5 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the twenty-fifth (25th) day subsequent to the "end of the underwriting period," the Limited Offering Memorandum as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 5(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

m. Compliance with Rule 15c2-12. During the past five (5) years, the City has complied in all material respects with its previous continuing disclosure undertakings made by it in accordance with Rule 15c2-12, except as described in the Limited Offering Memorandum.

n. Use of Bond Proceeds. The City will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Indenture and will not take or omit to take any action which action or

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omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

o. Blue Sky and Securities Laws and Regulations. The City will furnish such information and execute such instruments and take such action in cooperation with the Underwriter as the Underwriter may reasonably request, at no expense to the City, (i) to (y) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate and (z) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and (ii) to continue such qualifications in effect so long as required for the initial distribution of the Bonds by the Underwriter (provided, however, that the City will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Underwriter immediately of receipt by the City of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

p. Certificates of the City. Any certificate signed by any official of the City authorized to do so in connection with the transactions described in this Agreement shall be deemed a representation and warranty by the City to the Underwriter as to the statements made therein and can be relied upon by the Underwriter as to the statements made therein.

q. Intentional Actions Regarding Representations and Warranties. The City covenants that between the date hereof and the Closing it will not intentionally take actions which will cause the representations and warranties made in this Section to be untrue as of the Closing.

r. Financial Advisor. The City has engaged Hilltop Securities Inc. as its financial advisor (the "Financial Advisor") in connection with its offering and issuance of the Bonds.

By delivering the Limited Offering Memorandum to the Underwriter, the City shall be deemed to have reaffirmed, with respect to the Limited Offering Memorandum, the representations, warranties and covenants set forth above.

7. Developer Letter of Representations. At the signing of this Agreement, the City and Underwriter shall receive from The Parks at Wilson Creek, L.P., a Texas limited partnership (the "Developer") an executed Developer Letter of Representations (the "Developer Letter of Representations") in the form of Appendix A hereto, and at the Closing, a certificate signed by the Developer as set forth in Section 10(e) hereof (the "Developer Closing Certificate").

8. The Closing. At 10:00 a.m., Central time, on the Closing Date, or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the City and the Underwriter, (i) the City will deliver or cause to be delivered to DTC through its "FAST" System, the Bonds in the form of one fully registered Bond for each maturity, registered in the name of Cede & Co., as nominee for DTC, duly executed by the City and authenticated by the Trustee as provided in the Indenture, and (ii) the City will deliver the closing documents

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hereinafter mentioned to Norton Rose Fulbright US LLP ("Bond Counsel"), or a place to be mutually agreed upon by the City and the Underwriter. Settlement will be through the facilities of DTC. The Underwriter will accept delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer in federal funds payable to the order of the City or its designee. These payments and deliveries, together with the delivery of the aforementioned documents, are herein called the "Closing." The Bonds will be made available to the Underwriter or Underwriter's Counsel (as defined herein) for inspection not less than twenty-four (24) hours prior to the Closing.

9. Underwriter's Closing Conditions. The Underwriter has entered into this Agreement in reliance upon the representations and covenants herein and in the Developer Letter of Representations and the performance by the City of its obligations under this Agreement, both as of the date hereof and as of the Closing Date. Accordingly, the Underwriter's obligations under this Agreement to purchase, accept delivery of, and pay for the Bonds shall be conditioned upon the performance by the City of its obligations to be performed hereunder at or prior to Closing and shall also be subject to the following additional conditions:

a. Bring-Down Representations of the City. The representations and covenants of the City contained in this Agreement shall be true and correct in all material respects as of the date hereof and at the time of the Closing, as if made on the Closing Date.

b. Executed Agreements and Performance Thereunder. At the time of the Closing:

(i) the City Documents shall be in full force and effect, and shall not have been amended, modified, or supplemented except with the written consent of the Underwriter;

(ii) the Authorizing Documents shall be in full force and effect;

(iii) there shall be in full force and effect such other resolutions or actions of the City as, in the opinion of Bond Counsel and Underwriter's Counsel, shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the City described in this Agreement and the City Documents;

(iv) there shall be in full force and effect such other resolutions or actions of the Developer as, in the opinions of Shupe Ventura, PLLC ("Developer's Special Counsel") and James Melino, Esq. ("Developer's General Counsel") shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the Developer described in the Developer Letter of Representations, the Development Agreement, the PID Reimbursement Agreement, and the Continuing Disclosure Agreement of the Developer with respect to the Bonds, dated as of December 1, 2021, executed and delivered by the Developer, MuniCap, Inc., as PID Administrator, and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as Dissemination Agent (the "Continuing Disclosure Agreement of the Developer" and, together with the Developer Letter of Representations, the Development Agreement, and the PID Reimbursement Agreement, the "Developer Documents"); and

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(v) the City shall perform or have performed its obligations required or specified in the City Documents to be performed at or prior to Closing.

c. No Default. At the time of the Closing, no default shall have occurred or be existing and no circumstances or occurrences that, with the passage of time or giving of notice, shall constitute an event of default under this Agreement, the Indenture, the City Documents, the Developer Documents or other documents relating to the financing and construction of the Phase #1 Projects, and the Development (as defined in the Limited Offering Memorandum), and the Developer shall not be in default in the payment of principal or interest on any of its indebtedness which default shall materially adversely impact the ability of the Developer to pay the Assessments when due.

d. Closing Documents. At or prior to the Closing, the Underwriter shall have received each of the documents required under Section 10 below.

e. Termination Events. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Agreement without liability therefor by written notification to the City if, between the date of this Agreement and the Closing, in the Underwriter's reasonable judgment, the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by the occurrence of any of the following:

(i) legislation shall have been introduced in or enacted by the Congress of the United States or adopted by either the House or the Senate thereof, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice, or otherwise) by the President of the United States, the Treasury Department of the United States, or the Internal Revenue Service or legislation shall have been proposed for consideration by either the U.S. Senate Committee on Finance or the U.S. House of Representatives Committee on Ways and Means or legislation shall have been favorably reported for passage to either the House or the Senate of the Congress of the United States by a Committee of such the House or the Senate to which such legislation has been referred for consideration, or a decision by a court of the United States or the Tax Court of the United States shall be rendered or a ruling, regulation, or official statement (final, temporary, or proposed) by or on behalf of the Treasury Department of the United States, the Internal Revenue Service, or other federal agency shall be made, which would result in federal taxation of revenues or other income of the general character expected to be derived by the City or upon interest on securities of the general character of the Bonds or which would have the effect of changing, directly or indirectly, the federal income tax consequences of receipt of interest on securities of the general character of the Bonds in the hands of the holders thereof; or

(ii) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange

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Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as described herein or by the Limited Offering Memorandum, is in violation or would be in violation of, or that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act 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

(iii) a general suspension of trading in securities on the New York Stock Exchange, the establishment of minimum prices on such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so; or

(iv) there shall have occurred (whether or not foreseeable) (i) any outbreak of hostilities (including, without limitation, an act of terrorism) including, but not limited to, an escalation of hostilities that existed prior to the date hereof, (ii) national or international calamity or crisis, including, but not limited to, an escalation in the scope or magnitude of any pandemic or natural disaster, or (iii) material financial crisis or adverse change in the financial or economic conditions affecting the United States government or the securities markets in the United States, and the effect of any such event on the financial markets of the United States shall be such as would make it impracticable, in the reasonable judgment of the Underwriter, for it to sell the Bonds on the terms and in the manner described in the Limited Offering Memorandum; or

(v) there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the City, except as disclosed in or described in the Limited Offering Memorandum; or

(vi) any state blue sky or securities commission or other governmental agency or body in any state in which more than ten percent (10%) of the Bonds have been offered and sold shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto; or

(vii) any amendment to the federal or state Constitution or action by any federal or state court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the City, its property, income, securities (or interest thereon), or the validity or enforceability of the Assessments to pay principal of and interest on the Bonds; or

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(viii) the New York Stock Exchange or other national securities exchange or any governmental authority shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter; or

(ix) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Limited Offering Memorandum, or has the effect that the Limited Offering Memorandum contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, which change shall occur subsequent to the date of this Agreement and shall not be due to the malfeasance, misfeasance or nonfeasance of the Underwriter; or

(x) any fact or event shall exist or have existed that, in the Underwriter's reasonable judgment, requires or has required an amendment of or supplement to the Limited Offering Memorandum; or

(xi) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and shall be in force; or

(xii) a material disruption in securities settlement, payment or clearance services shall have occurred; or

(xiii) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as described in this Agreement or in the Limited Offering Memorandum, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws on the Closing Date, including the Securities Act, the Securities Exchange Act of 1934 and the Trust Indenture Act; or

(xiv) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission, which prohibition shall occur subsequent to the date hereof and shall not be due to the malfeasance, misfeasance, or nonfeasance of the Underwriter.

With respect to the conditions described in subparagraphs (viii), (xiii) and (xiv) above, the Underwriter is not aware of any current, pending or proposed law or government inquiry or investigation as of the date of execution of this Agreement which would permit the Underwriter to invoke its termination rights hereunder.

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10. Closing Documents. At or prior to the Closing, the Underwriter (or Underwriter's Counsel on behalf of the Underwriter) shall receive the following documents:

a. Bond Opinion. The approving opinion of Bond Counsel, dated the Closing Date and substantially in the form included as Appendix D to the Limited Offering Memorandum, together with a reliance letter from Bond Counsel, dated the Closing Date and addressed to the Underwriter, which may be included in the supplemental opinion required by Section 10(b) hereof, to the effect that the foregoing opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to it.

b. Supplemental Opinion. A supplemental opinion of Bond Counsel dated the Closing Date and addressed to the City and the Underwriter, in form and substance acceptable to Underwriter's Counsel, to the following effect:

(i) Except to the extent noted therein, Bond Counsel has not verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness of the statements and information contained in the Preliminary Limited Offering Memorandum and in the Limited Offering Memorandum but that Bond Counsel has reviewed the statements and information appearing therein under the captions and subcaptions "PLAN OF FINANCE — The Bonds." "DESCRIPTION OF THE BONDS SIMILARLY SECURED," "SECURITY FOR THE BONDS SIMILARLY SECURED," "ASSESSMENT PROCEDURES" (except for the subcaptions "Assessment Methodology" and "Assessment Amounts"), "THE DISTRICT," "TAX MATTERS," "LEGAL MATTERS — Legal Proceedings," "— Legal Opinions," "CONTINUING DISCLOSURE — The City," "REGISTRATION AND QUALIFICATION OF BONDS FOR SALE," "LEGAL INVESTMENT 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, the Assessment Ordinance and the Indenture;

(ii) The Bonds are not subject to the registration requirements of the Securities Act, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act;

(iii) The City has or at the time of the adoption thereof had full power and authority to adopt the Creation Resolution, the Assessment Ordinance (including approving the Service and Assessment Plan) and the Bond Ordinance (collectively, the foregoing documents are referred to herein as the "City Actions") and perform its obligations thereunder and the City Actions have been duly adopted, are in full force and effect and have not been modified, amended or rescinded; and

(iv) The Indenture, the Development Agreement, the PID Reimbursement Agreement, the Continuing Disclosure Agreement of the Issuer, and this Agreement have been duly authorized, executed and delivered by the City and,

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assuming the due authorization, execution and delivery of such instruments, documents, and agreements by the other parties thereto, constitute the legal, valid, and binding agreements of the City, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting enforcement of creditors' rights, or by the application of equitable principles if equitable remedies are sought and to the application of Texas law relating to governmental immunity applicable to governmental entities.

c. City Legal Opinion. An opinion of an attorney for the City, dated the Closing Date and addressed to the Underwriter, the City, Bond Counsel, Developer's General Counsel, Developer's Special Counsel, and the Trustee, with respect to matters relating to the City, substantially in the form of Appendix C hereto or in form otherwise agreed upon by the Underwriter.

d. Opinion(s) of Developer's Counsel. (i) An opinion of Developer's General Counsel, substantially in the form of Appendix D-1 hereto, dated the Closing Date, and (ii) an opinion of Developer's Special Counsel, substantially in the form of Appendix D-2 hereto, dated the Closing Date each of which shall be addressed to the City, Bond Counsel, the Attorney for the City, the Underwriter, and the Trustee. Such opinions shall be in substantially such forms unless the City and the Underwriter mutually agree upon changes thereto.

e. Developer Closing Certificate. The Developer Closing Certificate dated as of the Closing Date, signed by authorized officers of the Developer in substantially the form of Appendix E hereto.

f. City Closing Certificate. A certificate of the City, dated the Closing Date, to the effect that:

(i) the representations and warranties of the City contained herein and in the City Documents are true and correct in all material respects on and as of the Closing Date as if made on the date thereof;

(ii) the Authorizing Documents and City Documents are in full force and effect and have not been amended, modified, or supplemented;

(iii) except as disclosed in the Limited Offering Memorandum, no litigation or proceeding against the City is pending or, to the best of the knowledge of such person, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the City to hold and exercise their respective positions, (b) contest the due organization and valid existence of the City or the establishment of the District, (c) contest the validity, due authorization and execution of the Bonds or the City Documents, or (d) attempt to limit, enjoin or otherwise restrict or prevent the City from levying and collecting the Assessments pledged to pay the principal of and interest on the Bonds, or the pledge thereof; and

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(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 Counsel Opinion. An opinion, dated the Closing Date and addressed to the Underwriter, the City and Bond Counsel, in form and substance acceptable to Underwriter's Counsel, the City and Bond Counsel to the following effect:

(i) The Trustee is organized, validly existing and in good standing as a national banking association organized under the laws of the United States of America, and is duly qualified to serve as Trustee in accordance with the qualifications set forth for the Trustee in the Indenture;

(ii) The Trustee has full right, power, and authority to enter into the Indenture, to perform its obligations under, and to carry out and consummate all of the transactions involving the Trustee contemplated by, the Indenture; and

(iii) The Indenture has been duly authorized, executed and delivered by the Trustee and is valid and enforceable against the Trustee in accordance with its terms;

h. Trustee's Certificate. A customary authorization and incumbency certificate dated prior to Closing Date, signed by authorized officers of the Trustee in form and substance acceptable to the Underwriter, Underwriter's Counsel and Bond Counsel.

i. Underwriter Counsel's Opinion. An opinion, dated the Closing Date and addressed to the Underwriter, of Orrick, Herrington & Sutcliffe LLP ("Underwriter's Counsel"), to the effect that:

(i) The Bonds are not subject to the registration requirements of the Securities Act, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act, as amended;

(ii) Such counsel is not passing upon and does not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Preliminary Limited Offering Memorandum or in the Limited Offering Memorandum and makes no representation that it has independently verified the accuracy, completeness or fairness of any such statements. In its capacity as counsel to the Underwriter, to assist the Underwriter in part of its responsibility with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, such counsel has participated in conferences with representatives of the Underwriter, representatives of the City, and its counsel, Norton Rose Fulbright US LLP, as bond counsel, Hilltop Securities Inc., as financial advisor, the public improvement district administrator, the Developer, and its engineers and others, during which the contents of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum and related matters were discussed. Based on such counsel's participation in the above-mentioned

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conferences (which, with respect to the Preliminary Limited Offering Memorandum, did not extend beyond the date of this Agreement, and, with respect to the Limited Offering Memorandum, did not extend beyond its date), and in reliance thereon, on oral and written statements and representations of the City, the Developer and others and on the records, documents, certificates, opinions and matters herein mentioned, such counsel advises the Underwriter as a matter of fact and not opinion that, during the course of such counsel's representation of the Underwriter on this matter, (a) no facts had come to the attention of the attorneys in such counsel's firm rendering legal services to the Underwriter in connection with the Preliminary Limited Offering Memorandum which caused such counsel to believe, as of the date of the Preliminary Limited Offering Memorandum and as of the date of this Agreement, based on the documents, drafts and facts in existence and reviewed as of those dates, that the Preliminary Limited Offering Memorandum contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except any information marked as preliminary or subject to change, any information permitted to be omitted by Securities and Exchange Commission Rule 15c2-12 or otherwise left blank and any other differences with the information in the Limited Offering Memorandum), and (b) no facts had come to the attention of the attorneys in such counsel's firm rendering legal service to the Underwriter in connection with the Limited Offering Memorandum which caused such counsel to believe that the Limited Offering Memorandum contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, such counsel expressly excludes from the scope of this paragraph and expresses no view or opinion, with respect to both the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, about any CUSIP numbers, financial, accounting, statistical or economic, engineering or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, any information about verification, feasibility, valuation, appraisals, absorption, real estate or environmental matters, relationship among the parties, Appendices, or any information about book-entry, DTC, Cede & Co., tax matters, included or referred to therein or omitted therefrom. No responsibility is undertaken or view expressed with respect to any other disclosure document, materials or activity, or as to any information from another document or source referred to by or incorporated by reference in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum; and

(iii) The Continuing Disclosure Agreement of the Issuer satisfies the requirements contained in Rule 15c2-12(b)(5) of the United States Securities and Exchange Commission for an undertaking for the benefit of the holders of the Bonds to provide the information at the times and in the manner required by said Rule; provided that, for purposes of this opinion, such counsel is not expressing any view regarding the content of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum that is not expressly stated in numbered paragraph ii, above.

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j. Limited Offering Memorandum. The Limited Offering Memorandum and each supplement or amendment, if any, thereto.

k. 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.

l. Form 8038-G. 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 Underwriter's Counsel setting forth the facts, estimates and circumstances in existence on the Closing Date, which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code.

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 Agreements. The Continuing Disclosure Agreement of the Issuer and the Continuing Disclosure Agreement of the Developer shall have been executed by the parties thereto in substantially the forms attached to the Limited Offering Memorandum as Appendix E-1 and Appendix E-2.

p. Letter of Representation of the Appraiser. (i) Letter of Representation of the Appraiser, substantially in the form of Appendix F hereto, addressed to the City, Bond Counsel, the Underwriter, and the Trustee, or in form otherwise agreed upon by the Underwriter, and (ii) a copy of the real estate appraisal of the property in Phase #1 of the District dated [August 30], 2021.

q. Letter of Representation of PID Administrator. Letter of Representation of PID Administrator, substantially in the form of Appendix G hereto, addressed to the City, Bond Counsel, the Underwriter, and the Trustee, or in form otherwise agreed upon by the Underwriter.

r. Evidence of Filing of Creation Resolution and Assessment Ordinance. Evidence that the Creation Resolution as well as the Assessment Ordinance, including the legal description of the property within Phase #1, the Assessment Roll 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 Interbank, an Oklahoma state chartered bank acknowledging the creation of the District and consenting to and acknowledging the adoption of the Assessment Ordinance, the levy of the

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Assessments, and the subordination of its lien to the lien created by the Assessments, in form and substance acceptable to the Underwriter, Underwriter's Counsel and Bond Counsel.

t. Developer Organizational Documents. The Developer shall have delivered to the Underwriter and the City, (i) fully executed copies of the Developer's organizational documents, (ii) a Certificate of Status from the Texas Secretary of State and (iii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Developer.

u. Rule 15c2-12 Certification. A resolution, an ordinance (including the Bond Ordinance) or a certificate of the City whereby the City has deemed the Preliminary Limited Offering Memorandum final as of its date, except for permitted omissions, as contemplated by Section (b)(1) of Rule 15c2-12 in connection with the offering of the Bonds, which action may be based on the approval of the release of the Preliminary Limited Offering Memorandum by an authorized City official (if such official has been duly authorized to take such action by the City Council), or certification, if made in the form of a certificate, may be included in the City Certificate required by Section 10(f) hereof.

v. Dissemination Agent. Evidence acceptable to the Underwriter in its sole discretion that the City and the Developer have engaged a dissemination agent acceptable to the Underwriter for the Bonds, with the execution of the Continuing Disclosure Agreement of the Issuer and the Continuing Disclosure Agreement of the Developer by other parties thereto being conclusive evidence of such acceptance by the Underwriter.

w. BLOR. A copy of the Blanket Issuer Letter of Representation to DTC relating to the Bonds and signed by the City.

x. Additional Documents. Such additional legal opinions, certificates, instruments, and other documents as the Underwriter or Underwriter's Counsel may reasonably deem necessary.

11. City's Closing Conditions. The obligation of the City hereunder to deliver the Bonds shall be subject to receipt on or before the Closing Date of the purchase price set forth in Section 1 hereof, the Attorney General Opinion and the opinion of Bond Counsel described in Section 10(a) hereof.

12. Consequences of Termination. If the City shall be unable to satisfy the conditions contained in this Agreement or if the obligations of the Underwriter shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and the Underwriter and the City shall have no further obligation hereunder, except as further set forth in Sections 13, 15 and 16 hereof.

13. Costs and Expenses.

a. The Underwriter shall be under no obligation to pay, and the City shall cause to be paid from proceeds of the Bonds the following expenses incident to the issuance of the Bonds and performance of the City's obligations hereunder: (i) the costs of the

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preparation and printing of the Bonds; (ii) the cost of preparation, printing, and mailing of the Preliminary Limited Offering Memorandum, the final Limited Offering Memorandum and any supplements and amendments thereto; (iii) the fees and disbursements of the City's Financial Advisor, the Trustee's counsel, Bond Counsel, Developer's General Counsel, Developer's 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 PID Administrator; and (vi) the expenses incurred by or on behalf of City employees and representatives that are incidental to the issuance of the Bonds and the performance by the City of its obligations under this Agreement.

b. The Underwriter shall pay the following expenses: (i) all advertising expenses in connection with the limited offering of the Bonds; (ii) fees of Underwriter's Counsel; and (iii) all other expenses, including CUSIP fees (including out-of-pocket expenses and related regulatory expenses), incurred by it in connection with its public offering and distribution of the Bonds, except as noted in Section 13(a) above.

c. The City acknowledges that the Underwriter will pay from the Underwriter's expense allocation of the underwriting discount the applicable per bond assessment charged by the Municipal Advisory Council of Texas, a nonprofit corporation ("Texas MAC") whose purpose is to collect, maintain and distribute information relating to issuing entities of municipal securities.

14. Notice. Any notice or other communication to be given to the City under this Agreement may be given by delivering the same in writing to: City of Celina, Texas, 142 North Ohio Street, Celina, Texas 75009, Attention: City Manager.

Any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to: FMSbonds, Inc., 5 Cowboys Way, Suite 300-25, Frisco, Texas 75034, Attention: Mr. R.R. "Tripp" Davenport, III, Director.

15. Survival of Representations and Warranties. All representations and warranties of the parties made in, pursuant to or in connection with this Agreement shall survive the execution and delivery of this Agreement, notwithstanding any investigation by the parties. All statements contained in any certificate, instrument, or other writing delivered by a party to this Agreement or in connection with the transactions described in or by this Agreement constitute representations and warranties by such party under this Agreement to the extent such statement is set forth as a representation and warranty in the instrument in question.

16. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. The City and the Underwriter agree that electronic signatures to this Agreement may be regarded as original signatures.

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17. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

18. State Law Governs. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State.

19. No Assignment. The rights and obligations created by this Agreement shall not be subject to assignment by the Underwriter or the City without the prior written consent of the other party hereto.

20. No Personal Liability. None of the members of the City Council, nor any officer, representative, agent, or employee of the City, shall be charged personally by the Underwriter with any liability, or be held liable to the Underwriter under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach of this Agreement.

21. Anti-Boycott Verification. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

22. Iran, Sudan and Foreign Terrorist Organizations. The Underwriter represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

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

The foregoing representation is made solely to enable the Issuer to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable federal law and excludes the Underwriter and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization..

23. No Discrimination Against Fossil-Fuel Companies. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable federal or Texas law. As used in the foregoing verification, "boycott energy companies" shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

24. No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable federal or Texas law. As used in the foregoing verification, 'discriminate against a firearm entity or firearm trade association' (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. As used in the foregoing verification, (b) 'firearm entity' means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) 'firearm trade association' means a person, corporation, unincorporated association, federation, business

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

25. Affiliate. As used in Sections 21 through 24, the Underwriter understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17 C.F.R. § 230.450, and exists to make a profit.

26. Form 1295. Submitted herewith is a completed Form 1295 in connection with the Underwriter's participation in the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Underwriter, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Underwriter and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Underwriter; and, neither the City nor its consultants have verified such information.

27. Entire Agreement. This Agreement is made solely for the benefit of the City and the Underwriter (including their respective successors and assigns), and no other person shall acquire or have any right hereunder or by virtue hereof. All of the City's representations, warranties, and agreements contained in this Agreement shall remain operative and in full force and effect regardless of: (i) any investigations made by or on behalf of the Underwriter, provided the City shall have no liability with respect to any matter of which the Underwriter has actual knowledge prior to the purchase of the Bonds; or (ii) delivery of any payment for the Bonds pursuant to this Agreement. The agreements contained in this Section and in Section 16 shall survive any termination of this Agreement.

[*Signature pages follow*.]

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

FMSbonds, Inc.,
as Underwriter

By: _____
Name: Theodore A. Swinarski
Title: Senior Vice President - Trading

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

Accepted at _____ a.m./p.m. central time on the date first stated above.

City of Celina, Texas

By: _____
Mayor

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

SCHEDULE I

$[7,373,000]
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT
PHASE #1 PROJECT)

Dated Date: December 7, 2021
Interest Accrues From: Date of Delivery

$[_____] [_____%] Term Bonds, Due September 1, 20[__], Priced to Yield [_____%] [(a) (b) (c)(d)]

$[_____] [_____%] Term Bonds, Due September 1, 20[__], Priced to Yield [_____%] [(a) (b) (c)(d)]

(a) The initial reoffering prices or yields of the Bonds have been determined in accordance with the 10% test.

(b) The Bonds maturing on or after September 1, 20__ may be redeemed before their scheduled maturity date, in whole or in part, on any date on or after September 1, 20__ such redemption date or dates to be fixed by the City, at the redemption price equal to the principal amount of the Bonds to be redeemed, plus accrued and unpaid interest to the date fixed of redemption.

(c) The Bonds are also subject to extraordinary optional redemption as described in the Limited Offering Memorandum under "DESCRIPTION OF THE BONDS — Redemption Provisions."

(d) The Bonds are also subject to mandatory sinking fund redemption on the dates and in the respective Sinking Fund Installments as set forth in the following schedules.

$_____ Term Bonds Maturing September 1, 20[ ]

Mandatory Sinking Fund Redemption Date	Sinking Fund Installment	Mandatory Sinking Fund Redemption Date	Sinking Fund Installment
September 1, 20__	$	September 1, 20__	$
September 1, 20__		September 1, 20__	
September 1, 20__		September 1, 20__†	

† Stated Maturity

$_____ Term Bonds Maturing September 1, 20[ ]

Mandatory Sinking Fund Redemption Date	Sinking Fund Installment	Mandatory Sinking Fund Redemption Date	Sinking Fund Installment
September 1, 20__	$	September 1, 20__	$
September 1, 20__		September 1, 20__	
September 1, 20__		September 1, 20__†	

† Stated Maturity

[Remainder of this page intentionally left blank.]

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

APPENDIX A

FORM OF DEVELOPER LETTER OF REPRESENTATIONS

$[7,373,000]
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT PHASE #1 PROJECT)

DEVELOPER LETTER OF REPRESENTATIONS

[November 9], 2021

City of Celina, Texas
142 N. Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Ladies and Gentlemen:

This letter is being delivered to the City of Celina, Texas (the "City") and FMSbonds, Inc. (the "Underwriter"), in consideration for your entering into the Bond Purchase Agreement dated the date hereof (the "Bond Purchase Agreement") for the sale and purchase of the $[7,373,000] "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (The Parks at Wilson Creek Public Improvement District Phase #1 Project)" (the "Bonds"). Pursuant to the Bond Purchase Agreement, the Underwriter has agreed to purchase from the City, and the City has agreed to sell to the Underwriter, the Bonds. In order to induce the City to enter into the Bond Purchase Agreement and as consideration for the execution, delivery, and sale of the Bonds by the City and the purchase of them by the Underwriter, The Parks at Wilson Creek, L.P., a Texas limited partnership (the "Developer"), makes the representations, warranties, and covenants contained in this Developer Letter of Representations. Unless the context clearly indicates otherwise, each capitalized term used in this Developer Letter of Representations will have the meaning set forth in the Bond Purchase Agreement.

1. Purchase and Sale of Bonds. Inasmuch as the purchase and sale of the Bonds represents a negotiated transaction, the Developer understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the Developer, but rather is acting solely in its capacity as Underwriter of the Bonds for its own account.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

2. Updating of the Limited Offering Memorandum. If, after the date of this Developer Letter of Representations, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than twenty-five (25) days after the "end of the underwriting period" for the Bonds), the Developer becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the Developer will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request); however, that for the purposes of this Developer Letter of Representations and any certificate delivered by the Developer in accordance with the Bond Purchase Agreement, the Developer makes no representations with respect to the information appearing in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum except for the information set forth in the maps of the District therein and under the captions and subcaptions "PLAN OF FINANCE" (except for the information under the subcaption "— The Bonds"), "THE PHASE #1 PROJECTS AND ADDITIONAL MAJOR IMPROVEMENTS," "THE DEVELOPMENT" and "THE DEVELOPER" and, to the Developer's knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Phase #1 Projects and Additional Major Improvements, and the Development, as defined in the Limited Offering Memorandum), "LEGAL MATTERS — Litigation – The Developer," "CONTINUING DISCLOSURE — The Developer" and "— The Developer's Compliance with Prior Undertakings," "APPENDIX E-2", "APPENDIX F" and "APPENDIX G" (collectively, the "Developer Disclosures") in accordance with subsection 4(f) herein.

3. Developer Documents. The Developer has executed and delivered (or the Developer has been assigned in full) each of the below listed documents (individually, a "Developer Document" and collectively, the "Developer Documents") in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms:

a. this Developer Letter of Representations;

b. the Development Agreement (The Parks at Wilson Creek), effective as of January 13, 2015 and recorded as Document No. 20150126000084070 on January 26, 2015 in the real property records of Collin County, Texas, between the Issuer and The Parks at Wilson Creek, L.P., a Texas limited partnership, as amended and restated by that certain Amended and Restated Development Agreement (The Parks at Wilson Creek), effective on September 8, 2015 and recorded as Document No. 20150917001181960 on September 17, 2015 in the real property records of Collin County, Texas; and as further amended by that certain First Amendment to the Amended and Restated Development Agreement (The Parks at Wilson Creek), effective on October 8, 2019 and recorded as Document No. 20191021001322210 on October 21, 2019 in the real property records of Collin County,

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

Texas; and that certain Second Amendment to the Amended and Restated Development Agreement (The Parks at Wilson Creek) effective on September 14, 2021 and recorded as Document No. 20210923001945090 on September 23, 2021 in the real property records of Collin County, Texas (collectively, the "Development Agreement");

c. the PID Reimbursement Agreement – The Parks at Wilson Creek Public Improvement District effective [November 9], 2021 between the City and the Developer (the "PID Reimbursement Agreement"); and

d. the Continuing Disclosure Agreement of the Developer with respect to the Bonds, dated as of December 1, 2021, executed and delivered by the Developer, MuniCap, Inc., as PID Administrator, and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc., as Dissemination Agent.

The Developer has complied in all material respects with all of the Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

4. Developer Representations, Warranties and Covenants. The Developer represents, warrants, and covenants to the City and the Underwriter that:

a. Due Organization and Existence. Each Developer is duly formed and validly existing as a limited liability company under the laws of the State of Texas.

b. Organizational Documents. The copies of the organizational documents of each Developer provided by the respective Developer (the "Developer Organizational Documents") to the City and the Underwriter are fully executed, true, correct, and complete copies of such documents and such documents have not been amended or supplemented and are in full force and effect as of the date hereof.

c. No Breach. The execution and delivery of the Developer Documents by the Developer does not violate any judgment, order, writ, injunction or decree binding on the Developer or any indenture, agreement, or other instrument to which the Developer is a party.

d. No Litigation. There are no proceedings pending or threatened in writing before any court or administrative agency against the Developer that are either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

e. Information. The information prepared and submitted by the Developer to the City or the Underwriter in connection with the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum was, and is, as of this date, true and correct in all material respects.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

f. Preliminary Limited Offering Memorandum and Limited Offering Memorandum. The Developer represents and warrants that the information set forth in the Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The Developer agrees to provide a certificate dated the Closing Date affirming, as of such date, the representations contained in this subsection (f) with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

g. Events of Default. No "Event of Default" or "event of default" by the Developer under any of the Developer Documents, any documents to which the Developer is a party described in the Limited Offering Memorandum, or under any material documents relating to the financing and construction of the Phase #1 Projects to which the Developer is a party, or event that, with the passage of time or the giving of notice or both, would constitute such "Event of Default" or "event of default," by the Developer has occurred and is continuing.

5. Indemnification.

a. The Developer will indemnify and hold harmless the City and the Underwriter and each of their officers, directors, employees and agents against any losses, claims, damages or liabilities to which any of them may become subject, under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained or incorporated by reference in the Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, or any amendment or supplement to the Limited Offering Memorandum amending or supplementing the information contained under the aforementioned captions (as qualified above), or arise out of or are based upon the omission, untrue statement or alleged untrue statement or omission to state therein a material fact necessary to make the statements under the aforementioned captions (as qualified above) not misleading under the circumstances under which they were made and will reimburse any indemnified party for any reasonable legal or other expenses reasonably incurred by them in connection with investigating or defending any such action or claim as such expenses are incurred.

b. Promptly after receipt by an indemnified party under subsection (a) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve the indemnifying party from any liability which it may have to the indemnified party otherwise than under such subsection, unless such indemnifying party was prejudiced by such delay or lack of notice. In case any such action shall be brought against an indemnified party, it shall promptly notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. The indemnifying party shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any such action, the indemnifying party will indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment. The indemnity herein shall survive delivery of the Bonds and shall survive any investigation made by or on behalf of the City, the Developer or the Underwriter.

6. Survival of Representations, Warranties and Covenants. All representations, warranties, and agreements in this Developer Letter of Representations will survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of any payment by the Underwriter for the Bonds hereunder, and (c) any termination of the Bond Purchase Agreement.

7. Binding on Successors and Assigns. This Developer Letter of Representations will be binding upon the Developer and its successors and assigns and inure solely to the benefit of the Underwriter and the City, and no other person or firm or entity will acquire or have any right under or by virtue of this Developer Letter of Representations.

[*Signature page follows.*]

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

THE PARKS AT WILSON CREEK, L.P.,
a Texas limited partnership

By: The Parks at Wilson Creek GP, LLC,
a Texas limited liability company,
its General Partner

By: LLC Manager, Inc.,
A Texas corporation,
Its Manager

By: _____
James J. Melino, President

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

APPENDIX B

$[7,373,000]
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT
PHASE #1 PROJECT)

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of FMSbonds, Inc. ("FMS"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds") of the City of Celina, Texas (the "Issuer").

1. ***Sale of the General Rule Maturities***. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities***.

(a) FMS offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, FMS agreed in writing on or prior to the Sale Date that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail or other third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail or other third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms***.

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

after the Sale Date, or (ii) the date on which FMS sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(e) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [November 9], 2021.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

[Remainder of this page intentionally left blank.]

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents FMS's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Certificate as to Tax Exemption with respect to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Norton Rose Fulbright US LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

FMSbonds, Inc.,
as Underwriter

By:_____

Name: Theodore A. Swinarski
Title: Senior Vice President – Trading

Date: _____, 2021

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

(*Attached*)

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

(*Attached*)

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

APPENDIX C

LETTERHEAD OF MESSER, FORT & MCDONALD, PLLC

[_____], 2021

City of Celina
142 North Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Norton Rose Fulbright US, LLP
2200 Ross Avenue
Suite 3600
Dallas, Texas 75201-7932

U.S. Bank National Association, as Trustee
111 Filmore Avenue East
St. Paul, Minnesota 55107
Attn: Bond Operations

Shupe Ventura, PLLC
9406 Biscayne Boulevard
Dallas, Texas 75218

James J. Melino
8750 N. Central Expressway, Suite 1735
Dallas, Texas 75231

$[7,373,000]
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT PHASE #1 PROJECT)

Ladies and Gentlemen:

This firm has acted as special counsel to the City of Celina, Texas (the "City") and are rendering this opinion for limited purposes in connection with the issuance and sale of $[7,373,000] "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (The Parks at Wilson Creek Public Improvement District Phase #1 Project)" (the "Bonds"), by the City, a political subdivision of the State of Texas.

The Bonds are authorized pursuant to Ordinance No. 2021-__, enacted by the City Council of the City (the "City Council") on [November 9], 2021 (the "Bond Ordinance"), and were 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, 2021 (the "Indenture") by and between the City and U.S. Bank National Association, as trustee (the "Trustee"). The Bonds are being sold to FMSbonds, Inc. pursuant to the Bond Purchase Agreement dated [November 9], 2021 between the City and FMSbonds Inc. (the "Bond Purchase Agreement"). This opinion is being delivered pursuant to Section 10(c) of the Bond Purchase Agreement. Capitalized terms not defined herein shall have the same meanings as in the Indenture, unless otherwise stated herein.

In our capacity as special counsel to the to the City, and for the purposes of rendering opinions set forth herein, we have reviewed:

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

(a) Resolution No. 2015-34R (the "Creation Resolution"), enacted by the City Council on August 10, 2021;

(b) Ordinance No. _____, accepted and approved by the City Council on [November 9], 2021 (the "Assessment Ordinance," and the Amended and Restated Service and Assessment Plan (the "Service and Assessment Plan") attached as an exhibit thereto;

(c) The Bond Ordinance;

(d) The Indenture;

(e) the Development Agreement (The Parks at Wilson Creek), effective as of January 13, 2015 and recorded as Document No. 20150126000084070 on January 26, 2015 in the real property records of Collin County, Texas, between the Issuer and The Parks at Wilson Creek, L.P., a Texas limited partnership, as amended and restated by that certain Amended and Restated Development Agreement (The Parks at Wilson Creek), effective on September 8, 2015 and recorded as Document No. 20150917001181960 on September 17, 2015 in the real property records of Collin County, Texas; and as further amended by that certain First Amendment to the Amended and Restated Development Agreement (The Parks at Wilson Creek), effective on October 8, 2019 and recorded as Document No. 20191021001322210 on October 21, 2019 in the real property records of Collin County, Texas; and that certain Second Amendment to the Amended and Restated Development Agreement (The Parks at Wilson Creek) effective on September 14, 2021 and recorded as Document No. 20210923001945090 on September 23, 2021 in the real property records of Collin County, Texas (collectively, the "Development Agreement");

(f) the PID Reimbursement Agreement – The Parks at Wilson Creek Public Improvement District effective [November 9], 2021 between the City and the Developer (the "PID Reimbursement Agreement"); and

(g) the Continuing Disclosure Agreement of the Issuer with respect to the Bonds, dated as of December 1, 2021 (the "Continuing Disclosure Agreement of the Issuer"), executed and delivered by the City and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc, as Dissemination Agent; and

(h) Such other documents, records, agreements or certificates as we have deemed necessary or appropriate to enable us to render the opinions expressed below.

The Creation Resolution, the Assessment Ordinance, the Indenture and the Bond Ordinance shall hereinafter be collectively referred to as the "Authorizing Documents" and the remaining documents shall hereinafter be collectively referred to as the "Reviewed Documents."

In rendering the opinions expressed below, we have, with your concurrence and without any inquiry or other investigation, made and relied upon the following assumptions: (a) the due authorization, execution and delivery of each of the Reviewed Documents by all parties thereto other than the City; (b) the genuineness of all signatures to the Reviewed Documents; (c) the correctness and truthfulness of all the statements of fact contained in the Reviewed Documents; (d) the authenticity of the Reviewed Documents; (e) the conformity to original documents of the Reviewed Documents submitted to us as copies; and (f) the additional assumptions set forth on

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

Exhibit A attached to this letter and the exclusions set forth on **Exhibit B** attached to this letter. Our opinions are limited to matters expressly stated herein and no opinion is to be inferred or may be implied beyond the matters expressly stated.

In rendering the opinions set forth below, we have also relied upon: (a) the representations and warranties contained in the Reviewed Documents; (b) the resolutions and other documents of the parties to the Reviewed Documents authorizing or approving the Reviewed Documents; (c) the Closing Certificate of the Developer delivered pursuant to the Bond Purchase Agreement; (d) the Developer Letter of Representations delivered pursuant to the Bond Purchase Agreement; (e) the legal opinion delivered pursuant to the Bond Purchase Agreement by James J. Melino, Esq., Developer's General Counsel; and (f) the legal opinion delivered pursuant to the Bond Purchase Agreement by Shupe Ventura, PLLC, Developer's Special Counsel (collectively, the "Reliance Materials"). We have not made any independent or other investigation, review, analysis, or inquiry as to any of the facts, matters, circumstances or legal opinions or conclusions contained in the Reviewed Documents or Reliance Materials or the accuracy or completeness thereof. Additionally, we have assumed that none of the Reviewed Documents or Reliance Materials contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements made, in light of the circumstances in which they are made, not misleading. We have not made any examination of any accounting or financial matters, and we express no opinion with respect thereto.

The opinions expressed herein are subject to the correctness in understanding that no beneficiary to this opinion letter may rely on this opinion letter to the extent that such beneficiary or its counsel has actual knowledge of any applicable laws, facts, or circumstances which would make any opinion expressed herein incorrect, subject to question, or require further investigation of any laws, facts or circumstances.

Whenever our opinion or advice with respect to the existence or absence of facts is indicated to be based on our knowledge, we are referring to the actual knowledge of the Messer, Fort & McDonald, PLLC attorneys who have given substantive attention to matters concerning the City during the course of our representation of the City in connection with the Reviewed Documents, which knowledge has been obtained by such attorneys in their capacity as such. In particular, our response does not include matters known to any attorney of our firm in a capacity other than as special counsel to the City. Further, the words "our knowledge," "our actual knowledge" and similar expressions used in this opinion letter are intended to be limited to the actual knowledge of Julie Fort of our firm who have been directly involved in representing the City. We have not undertaken any independent investigation to determine the existence or absence of such facts, and no inference as to our knowledge concerning such facts should be drawn from the fact that such limited representation has been undertaken by us.

Based upon and subject to the foregoing and the additional qualifications, limitations, and assumptions set forth herein, we are of the opinion that:

1. The City is a Texas political subdivision and has all necessary power and authority to enter into and perform its obligations under the Authorizing Documents and the Reviewed Documents. The City has taken or obtained all actions, approvals, consents and authorizations

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

required of it by applicable laws in connection with the execution of the Authorizing Documents and the Reviewed Documents and the performance of its obligations thereunder.

2. To the best of our knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, public board or body, pending, or threatened against the City: (a) affecting the existence of the City or the titles of its officers to their respective offices, (b) in any way questioning the formation or existence of The Parks at Wilson Creek Public Improvement District, (c) affecting, contesting or seeking to prohibit, restrain or enjoin the delivery of any of the Bonds, or the payment, collection or application of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, including the Assessments in the District pursuant to the provisions of the Assessment Ordinance and the Service and Assessment Plan referenced therein, (d) contesting or affecting the validity or enforceability, or the City's performance of the Reviewed Documents, (e) contesting the exclusion of the interest on the Bonds from federal income taxation, or (f) which may result in any material adverse change relating to the financial condition of the City.

3. The Authorizing Documents were duly enacted by the City and remain in full force and effect on the date hereof.

4. The Reviewed Documents have been duly authorized, executed and delivered by the City and remain legal, valid and binding obligations of the City enforceable against the City in accordance with their terms. However, the enforceability of the obligations of the City under such Reviewed Documents may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, (b) principles of equity, whether considered at law or in equity, or (c) the application of State law relating to action by future councils and relating to governmental immunity applicable to governmental entities.

5. The performance by the City of the obligations under the Authorizing Documents and the Reviewed Documents will not violate any provision of any Federal or State constitutional or statutory provision.

6. No further consent, approval, authorization, or order of any court or governmental agency or body or official is required to be obtained by the City as a condition precedent to the performance by the City of its obligations under the Authorizing Documents and the Reviewed Documents.

7. The City has duly authorized and delivered the Preliminary Limited Offering Memorandum.

8. Based upon our limited participation in the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum (collectively, the "Limited Offering Memorandum"), the statements and information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum with respect to the City under the captions and subcaptions "ASSESSMENT PROCEDURES — Assessment Methodology" and "— Assessment Amounts," "THE CITY," "THE DISTRICT," "LEGAL MATTERS — Litigation — The City," "CONTINUING DISCLOSURE — The City" and " — The City's Compliance with

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

Prior Undertakings" and "APPENDIX A" are a fair and accurate summary of the laws and the documents and facts summarized therein.

9. The adoption of the Authorizing Documents, the execution and delivery of the Reviewed Documents and the compliance with the provisions of the Authorizing Documents and the Reviewed Documents under the circumstances contemplated thereby, to the best of our knowledge: (a) do not and will not in any material respect conflict with, or constitute on the part of the City, a breach of or default under any agreement to which the City is a party or by which it is bound, and (b) do not and will not in any material respect conflict with, or constitute on the part of the City, a violation, breach of, or default under any existing law, regulation, court order or consent decree to which the City is subject.

The foregoing opinions are, with your concurrence, predicated on, limited by and qualified in their entirety by the following:

(a) The foregoing opinions are based on and limited to the laws of the State of Texas, and we render no opinion with respect to the federal laws of the United States or to the laws of any other jurisdiction.

(b) We express no opinion with respect to the enforceability of provisions of the Reviewed Documents that relate to (i) mediation or arbitration; (ii) limitations or restrictions on, or waiver of, legal or equitable remedies; (iii) indemnity or release; (iv) limitations or restrictions on assignment or transfer of rights, interests or property; (v) the rights or obligations of third parties; (vi) evidentiary standards; (vii) waiver of rights to notice or the obligations of good faith, fair, dealing, diligence or reasonableness; (viii) self-help, subrogation, delay or omission to enforce rights or remedies, contribution or severability; (ix) the availability of specific performance, injunctive relief or any other equitable remedy (regardless of whether such question is considered in a proceeding in equity or at law); (x) fixed, stipulated or liquidated damages; (xi) the making of determinations in the sole and absolute (or similarly described) discretion of a party to the Reviewed Documents; (xii) authorizing any party to exercise any rights other than in accordance with applicable law; (xiii) liability of any party for payment of any amount payable under the Reviewed Documents to the extent such amounts (A) accrue, or are attributable to any period of time, after the termination of any of the Reviewed Documents, (B) allow any other party to recover more than the "benefit of its bargain" or (C) exceed the amount of any party's actual damages; (xiv) rendering inapplicable any otherwise applicable law (other than those laws which by their terms may be rendered inapplicable); (xv) requiring all amendments, waivers and terminations be in writing or requiring disregard of any course of dealing between the parties; (xvi) establishing any obligation of the parties as absolute or unconditional regardless of the occurrence or non-occurrence or existence or non-existence of any event or other state of facts; (xvii) obligations of the parties by reference to and/or incorporation of any provision of any agreement other than the Reviewed Documents, or that consist of or employ provisions (whether operative or definitional) contained in any such other agreement; (xviii) obligating any party to take action it has no legal right to take, or to take or not take an action if taking or failing to take the same would constitute, or aid or abet, a violation of applicable law; (xix) certain agreements of non-signatories, or obligations of signatories with respect to non-signatories

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

or other persons or entities, whether or not signatories, not under the control of such signatories; (xx) selection of venue; (xxi) modifying the time at which any applicable statute of limitation begins to run or at which any cause of action begins to accrue; (xxii) an exemption from any sales or other taxes; (xiii) disclaiming or limiting warranties implied by or required pursuant to law; (xxiv) waiving the defense that an adequate remedy at law exists; and (xxv) waiving any suretyship defenses.

(c) The validity, binding effect, and enforceability of the Reviewed Documents may be limited by (i) applicable bankruptcy, insolvency, reorganization, receivership, moratorium, liquidation, redemption, conservatorship, rearrangement, fraudulent conveyance, or other similar statutes, regulations or laws affecting creditor's rights and remedies generally; (ii) general principles of equity; (iii) judicial discretion; (iv) the exercise by political subdivisions or governmental authorities or corporations acting on their behalf of sovereign or governmental immunity, legislative or governmental powers, police powers, taxing powers, or rights of appropriation; and (v) applicable court decisions relating to a duty or obligation to mitigate damages.

(d) We express no opinion regarding the effect of the laws of usury or similar laws regarding interest rate limitations on the provisions of the Reviewed Documents.

(e) We express no opinion with respect to the matters described on Exhibit B attached to this letter.

(f) The opinions set forth herein are also subject to the qualification that enforceability of the Reviewed Documents may be limited by (i) the provisions of Section 130.002 of the Texas Civil Practice and Remedies Code regarding limitations on indemnifications; (ii) Section 28 of the Texas Property Code regarding prompt payment to contractors and subcontractors; (iii) Section 16.071 of the Texas Civil Practice and Remedies Code regarding the time period for a claimant to give notice of a claim for damages as a condition precedent to the right to sue on a contract; (iv) Section 16.070 of the Texas Civil Practice and Remedies Code regarding permitted contractual limitations on when a claimant may bring suit on a contract; (v) Section 38.02 of the Texas Civil Practice and Remedies Code providing for the notice time period in order for a claimant to recover attorneys' fees; (vi) the "express negligence" and "clear and conspicuous" rules adopted by the Texas Supreme Court, as applied to any indemnity or release provisions in the Reviewed Documents; (vii) Section 35.52 of the Texas Business and Commerce Code; (viii) Section 162.001 et seq. of the Texas Property Code; (ix) Section 302.002 of the Texas Finance Code; (x) Section 28.009 of the Texas Property Code; and (xi) claims of sovereign or governmental immunity by political subdivisions or governmental authorities or corporations acting on their behalf.

We express no opinion as to the laws of any jurisdiction other than the laws of Texas and the laws of the United States of America. The opinions expressed above concern only the effect of the laws (excluding the principles of conflict of laws) of Texas and the United States of America as currently in effect.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

We assume there are no material misstatements in the legal opinions delivered by the other parties and entities to this transaction; and further specifically rely upon Bond Counsel to the City with regard to the Bond Ordinance, Indenture, bond purchase agreement or other documents prepared, delivered or executed in connection with the Bonds and Bond documents, and the Attorney General's review and approval of the transaction.

This opinion letter has been rendered solely for the benefit of the addressees named above in connection with the transactions described therein, and may not be used, circulated, quoted, relied upon or otherwise referred to for any other purpose or by any other person without our prior written consent. This opinion letter does not constitute a warranty or guarantee or an opinion as to matters of fact and should not be construed or relied upon as such. This opinion letter is as of the date hereof only, and we undertake no, and hereby disclaim any, obligation to advise you of any change in any matter set forth herein.

Very truly yours,

_____

ATTORNEY FOR THE CITY

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

EXHIBIT A TO OPINION LETTER

ADDITIONAL ASSUMPTIONS

In addition to the assumptions contained in the letter to which this Exhibit A is attached, we have, with your concurrence and without any inquiry or other investigation, made and relied upon the following additional assumptions:

1. The legal capacity of all natural persons executing the Reviewed Documents;

2. No undue influence, duress, fraud, or deceit exists with respect to the transactions described in the Reviewed Documents, and there has not been any mutual mistake of fact or misunderstanding with respect to the same;

3. The conduct of the parties to the Reviewed Documents has complied, and will comply, with any requirement of good faith, fair dealing, and conscionability;

4. There are no agreements or understandings, written or oral, among the parties to the Reviewed Documents, and there is no usage or trade or course of prior dealing among the parties to the Reviewed Documents that would, in either case, define, supplement, or qualify the terms of the Reviewed Documents;

5. All parties to the Reviewed Documents have complied with all legal requirements that are applicable to them to the extent necessary to authorize such parties to enter into the Reviewed Documents and, except as to the City, the Reviewed Documents are enforceable against the other parties thereto;

6. There has been no modification of any provision of the Reviewed Documents, and no waiver or release of any right or remedy thereunder;

7. All parties to the Reviewed Documents will act in accordance with, and will refrain from taking any action that is forbidden by, the terms and conditions of the Reviewed Documents; and

8. All parties to the Reviewed Documents will obtain all permits and governmental approvals required in the future, and take all actions similarly required, relevant to subsequent consummation of the transactions evidenced by the Reviewed Documents or performance of the Reviewed Documents.

9. There are no material misstatements in the legal opinions delivered pursuant to the Bond Purchase Agreement by: (i) Norton Rose Fulbright US LLP, Bond Counsel to the City; (ii) James J. Melino, Esq., Developer's General Counsel; and (iii) Shupe Ventura, PLLC, Developer's Special Counsel.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

EXHIBIT B TO OPINION LETTER

ADDITIONAL EXCLUSIONS

None of the opinions expressed in the letter to which this Exhibit B is attached include any implied opinion unless such implied opinion is both (a) essential to the legal conclusion reached by the express opinions set forth in this letter and (b) based upon prevailing norms and expectations among experienced lawyers in the State of Texas, reasonable in the circumstances. Moreover, unless explicitly addressed in the letter to which this Exhibit B is attached, our opinions do not address any of the following legal issues or the effects thereof on the transactions evidenced by the Bond Purchase Agreement or any other documents prepared, delivered, or executed in connection with the Bonds (the "***Bond Documents***"), and we specifically express no opinion with respect to the Bond Documents:

1. Federal and State securities laws and regulations administered by the Securities and Exchange Commission and state "***Blue Sky***" laws and regulations.

2. The compliance or noncompliance by the Underwriter, the Trustee, the Developer, any party to the Bond Documents, or the purchasers of the Bonds with any federal and state laws or regulations applicable to the transactions evidenced by the Bond Documents;

3. Compliance with fiduciary duty requirements;

4. Decisions, orders, rules, policies, and regulations of any political subdivision, department, agency, organization, or entity of any kind created under or pursuant to federal law and judicial decisions to the extent they deal with any of the foregoing.

5. Title to any asset or property described or referred to in the Bond Documents or the accuracy or sufficiency of its description;

6. The creation, attachment, perfection, priority or enforcement of any lien, security interest or right of offset purported to be granted under the Bond Documents or created by operation of law;

7. The recordation or filing of any Bond Documents or related documents;

8. Federal and state environmental laws and regulations;

9. Federal and state land use and subdivision laws and regulations;

10. Federal and state tax laws and regulations;

11. Federal patent, copyright and trademark, state trademark, and other federal and state intellectual property laws and regulations;

12. Federal and state racketeering laws and regulations (e.g., RICO);

13. Federal and state health and safety laws and regulations (e.g., OSHA);

14. Federal and state labor laws and regulations;

15. Federal and state laws, regulations and policies concerning (i) national and local emergency, (ii) possible judicial deference to acts of sovereign states, and (iii) criminal and civil forfeiture laws; and

16. Other federal and state statutes of general application to the extent they provide for criminal prosecution (e.g., mail fraud and wire fraud statutes).

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

APPENDIX D-1

LETTERHEAD OF JAMES J. MELINO, ESQ
DEVELOPER'S GENERAL COUNSEL

[_____], 2021

City of Celina
142 North Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Norton Rose Fulbright US, LLP
2200 Ross Avenue
Suite 3600
Dallas, Texas 75201-7932

U.S. Bank National Association, as Trustee
111 Filmore Avenue East
St. Paul, Minnesota 55107
Attn: Bond Operations

Messer, Fort & McDonald PLLC
6371 Preston Rd., Suite 200
Frisco, Texas 75034

Shupe Ventura, PLLC
9406 Biscayne Blvd.
Dallas, Texas 75218

$[7,373,000]
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT PHASE #1 PROJECT)

Ladies and Gentlemen:

I am general counsel for The Parks at Wilson Creek, L.P., a Texas limited partnership (the "Developer") in connection with the issuance and sale by the City of Celina, Texas (the "City"), of $[7,373,000] "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (The Parks at Wilson Creek Public Improvement District Phase #1 Project)" (the "Bonds"), pursuant to Indenture of Trust dated as of December 1, 2021 (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 "The Parks at Wilson Creek" (the "Development") located in the City.

The Bonds are being sold to FMSBonds, Inc. (the "Underwriter"), pursuant to that certain Bond Purchase Agreement dated [November 9], 2021 (the "Bond Purchase Agreement"), by and between the City and the Underwriter. This opinion is being delivered pursuant to Section 10(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.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

Assumptions and Bases for Opinions and Assurances

In my capacity as 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 my 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) Developer Letter of Representations;

(2) Closing Certificate of Developer;

(3) The PID Reimbursement Agreement;

(4) The Development Agreement; and

(5) The Continuing Disclosure Agreement of Developer.

The Documents identified as items (1) through (5), inclusive, are hereinafter referred to as the "Developer Related 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 each of Developer, The Parks at Wilson Creek GP, LLC, the General Partner (herein so called) of the Developer and LLC Manager, Inc., the Manager (herein so called) of the General Partner, adopted as of June 4, 2021, authorizing the execution of the Developer Related Documents and related matters; and (iii) certain other matters (the "Developer Certificate");

(c) Evidence that the Developer, General Partner and Manager are each authorized to do business in the State of Texas and are in good standing;

(d) The Preliminary Limited Offering Memorandum dated _____ 7, 2021, relating to the issuance of the Bonds (the "Preliminary Limited Offering Memorandum");

(e) The final Limited Offering Memorandum dated _____, 2021, relating to the issuance of the Bonds (the "Limited Offering Memorandum"); and

(f) Such other documents, records, agreements, and certificates of the Developer, General Partner and Manager, and their respective constituent parties, and such other parties as I have deemed necessary or appropriate to enable me 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 my 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 Developer Related Documents), (iii) each certificate from governmental officials reviewed by me is accurate,

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

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 Developer Related Documents), (vi) the authenticity and accuracy of all documents submitted to me as originals, (vii) the conformity to original documents of all documents submitted to me 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 partnership, duly organized, validly existing and in good standing under the laws of the State of Texas, the General Partner is the sole general partner of the Developer and is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Texas, and the Manager is the sole non-Member manager of the General Partner and is a corporation 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 to execute, deliver and perform its obligations under the Developer Related Documents. The execution and delivery by the Developer of each Developer Related Document and the performance by the Developer of its obligations thereunder have been duly authorized by all requisite partnership action on behalf of or on the part of the Developer.

3. The execution and delivery by the Developer of the Developer Related Documents and the performance by the Developer of its obligations under the Developer Related 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 Developer Related Documents; 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 Developer on or before the date hereof as a condition to (a) the execution and delivery by the Developer of the Developer Related Documents, or (b) the performance by the Developer of its obligations under the Developer Related Documents, except for Governmental Approvals that may be required to comply with certain covenants contained in the Developer Related Documents (including, without limitation, covenants to comply with applicable laws).

5. The Developer Related Documents 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

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

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 Developer Related Documents; (iii) the validity or enforceability against it of such Developer Related Documents or the transactions described therein; (iv) the titles of the parties executing the Developer Related Documents on behalf of Developer; (v) the execution and delivery of the Developer Related 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 Limited Offering Memorandum 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 Developer Related 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 Developer Related 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 Developer Related 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 Preliminary Limited Offering Memorandum and Limited Offering Memorandum under the captions "PLAN OF FINANCE" (except the information set forth under the subsection "—The Bonds"), "THE PHASE #1 PROJECTS AND ADDITIONAL MAJOR IMPROVEMENTS," "THE DEVELOPMENT," and "THE DEVELOPER" and, to the best of my knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the #1 Projects and Additional Major Improvements, and the Development, as defined in the Limited Offering Memorandum), "LEGAL MATTERS — Litigation — The Developer" and "CONTINUING DISCLOSURE — The Developer" and " — The Developer's Compliance with Prior Undertakings." 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: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

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.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

APPENDIX D-2

LETTERHEAD OF SHUPE VENTURA, PLLC
DEVELOPER' SPECIAL COUNSEL

[_____], 2021

City of Celina
142 North Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Norton Rose Fulbright US, LLP
2200 Ross Avenue
Suite 3600
Dallas, Texas 75201-7932

U.S. Bank National Association, as Trustee
111 Filmore Avenue East
St. Paul, Minnesota 55107
Attn: Bond Operations

Messer, Fort & McDonald PLLC
6371 Preston Rd., Suite 200
Frisco, Texas 75034

$[7,373,000]
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT PHASE #1 PROJECT)

Ladies & Gentlemen:

We have acted as special counsel to The Parks at Wilson Creek, L.P., a Texas limited partnership (the "***Developer***") in connection with the issuance and sale by the City of Celina, Texas (the "***City***"), of $[7,373,000] City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (The Parks at Wilson Creek Public Improvement District Project) (the "***Bonds***"), pursuant to Indenture of Trust dated as of December 1, 2021 (the "***Indenture***"), by and between the City and U.S. Bank National Association, a national banking 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 "The Parks at Wilson Creek" (the "***Development***") located in the City.

The Bonds are being sold to FMSbonds, Inc. (the "***Underwriter***"), pursuant to that certain Bond Purchase Agreement dated [November 9], 2021 (the "***Bond Purchase Agreement***"), between the City and the Underwriter. This opinion is being delivered pursuant to Section ___ 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.

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:

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

(a) The following documents to which the Developer is a party (collectively, the "***Reviewed Documents***"):

(1) the *Development Agreement (The Parks at Wilson Creek)*, effective as of January 13, 2015 and recorded as Document No. 20150126000084070 on January 26, 2015 in the real property records of Collin County, Texas, between the Issuer and The Parks at Wilson Creek, L.P., a Texas limited partnership, as amended and restated by that certain *Amended and Restated Development Agreement (The Parks at Wilson Creek)*, effective on September 8, 2015 and recorded as Document No. 20150917001181960 on September 17, 2015 in the real property records of Collin County, Texas; and as further amended by that certain *First Amendment to the Amended and Restated Development Agreement (The Parks at Wilson Creek)*, effective on October 8, 2019 and recorded as Document No. 20191021001322210 on October 21, 2019 in the real property records of Collin County, Texas; and that certain *Second Amendment to the Amended and Restated Development Agreement (The Parks at Wilson Creek)* effective on September 14, 2021 and recorded as Document No. 20210923001945090 on September 23, 2021 in the real property records of Collin County, Texas (collectively, the "***Development Agreement***"); and

(2) the *PID Reimbursement Agreement – The Parks at Wilson Creek Public Improvement District* effective [_____], 2021 between the City and the Developer; and

(3) the *Developer Letter of Representations* executed by the Developer as of [_____], 2021; and

(4) the *Continuing Disclosure Agreement of Developer* dated as of [December 1, 2021], among the Developer, MuniCap, Inc., and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as Dissemination Agent; and

(b) The *Preliminary Limited Offering Memorandum,* dated [_____, 2021], relating to the issuance of the Bonds; and

(c) The final *Limited Offering Memorandum* dated [_____], 2021, relating to the issuance of the Bonds; and

(d) Such other documents, records, agreements and certificates of the Developer as we have deemed necessary or appropriate to render the opinions expressed below.

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. Our opinions are

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limited to matters expressly stated herein and no opinion is to be inferred or may be implied beyond the matters expressly stated.

In rendering the opinions set forth below, we have also relied upon: (a) the representations and warranties contained in the Reviewed Documents; (b) the resolutions and other documents of the parties to the Reviewed Documents authorizing or approving the Reviewed Documents; (c) the Closing Certificate of the Developer delivered pursuant to the Bond Purchase Agreement; (d) the legal opinion delivered pursuant to the Bond Purchase Agreement by James Melino, Esq., counsel to the Developer; and (e) the legal opinion delivered pursuant to the Bond Purchase Agreement by Messer, Fort & McDonald PLLC, special counsel to the City (collectively, the "Reliance Materials"). We have not made any independent or other investigation, review, analysis, or inquiry as to any of the facts, matters, circumstances or legal opinions or conclusions contained in the Reviewed Documents or Reliance Materials or the accuracy or completeness thereof. Additionally, we have assumed that none of the Reviewed Documents or Reliance Materials contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements made, in light of the circumstances in which they are made, not misleading. We have not made any examination of any accounting or financial matters, and we express no opinion with respect thereto.

The opinions expressed herein are subject to the correctness in understanding that no beneficiary to this opinion letter may rely on this opinion letter to the extent that such beneficiary or its counsel has actual knowledge of any applicable laws, facts, or circumstances which would make any opinion expressed herein incorrect, subject to question, or require further investigation of any laws, facts or circumstances.

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, 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 special counsel to the Developer. Further, the words "our knowledge," "our actual knowledge" and similar expressions used in this opinion letter are intended to be limited to the actual knowledge of Misty Ventura, Corey Admire, and Roxanne Sheehan of our firm who have been directly involved in representing 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 legal, valid, and binding obligations of and are 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.

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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) requiring all amendments, waivers and terminations be in writing or requiring disregard of any course of dealing between the parties; (xvi) establishing any obligation of the parties as absolute or unconditional regardless of the occurrence or non-occurrence or existence or non-existence of any event or other state of facts; (xvii) obligations of the parties by reference to and/or incorporation of any provision of any agreement other than the Reviewed Documents, or that consist of or employ provisions (whether operative or definitional) contained in any such other agreement; (xviii) obligating any party to take action it has no legal right to take, or to take or not take an action if taking or failing to take the same would constitute, or aid or abet, a violation of applicable law; (xix) certain agreements of non-signatories, or obligations of signatories with respect to non-signatories or other persons or entities, whether or not signatories, not under the control of such signatories; (xx) selection of venue; (xxi) modifying the time at which any applicable statute of limitation begins to run or at which any cause of action begins to accrue; (xxii) an exemption from any sales or other taxes; (xiii) disclaiming or limiting warranties implied by or required pursuant to law; (xxiv) waiving the defense that an adequate remedy at law exists; and (xxv) waiving any suretyship defenses.

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(c) The validity, binding effect, and enforceability of the Reviewed Documents may be limited by (i) applicable bankruptcy, insolvency, reorganization, receivership, moratorium, liquidation, redemption, conservatorship, rearrangement, fraudulent conveyance, or other similar statutes, regulations or laws affecting creditor's rights and remedies generally; (ii) general principles of equity; (iii) judicial discretion; (iv) the exercise by political subdivisions or governmental authorities or corporations acting on their behalf of sovereign or governmental immunity, legislative or governmental powers, police powers, taxing powers, or rights of appropriation; and (v) applicable court decisions relating to a duty or obligation to mitigate damages.

(d) We express no opinion regarding the effect of the laws of usury or similar laws regarding interest rate limitations on the provisions of the Reviewed Documents.

(e) We express no opinion with respect to the matters described on Exhibit B attached to this letter.

(f) The opinions set forth herein are also subject to the qualification that enforceability of the Reviewed Documents may be limited by (i) the provisions of Section 130.002 of the Texas Civil Practice and Remedies Code regarding limitations on indemnifications; (ii) Section 28 of the Texas Property Code regarding prompt payment to contractors and subcontractors; (iii) Section 16.071 of the Texas Civil Practice and Remedies Code regarding the time period for a claimant to give notice of a claim for damages as a condition precedent to the right to sue on a contract; (iv) Section 16.070 of the Texas Civil Practice and Remedies Code regarding permitted contractual limitations on when a claimant may bring suit on a contract; (v) Section 38.02 of the Texas Civil Practice and Remedies Code providing for the notice time period in order for a claimant to recover attorneys' fees; (vi) the "express negligence" and "clear and conspicuous" rules adopted by the Texas Supreme Court, as applied to any indemnity or release provisions in the Reviewed Documents; (vii) Section 35.52 of the Texas Business and Commerce Code; (viii) Section 162.001 et seq. of the Texas Property Code; (ix) Section 302.002 of the Texas Finance Code; (x) Section 28.009 of the Texas Property Code; and (xi) claims of sovereign or governmental immunity by political subdivisions or governmental authorities or corporations acting on their behalf.

(g) The opinions expressed herein are based on our consideration of laws of the State of Texas which, in our experience, are normally applicable to transactions of the type described in the Reviewed Documents.

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,

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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;

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; and

10. There are no material misstatements in the legal opinions delivered pursuant to the Bond Purchase Agreement by: (i) Norton Rose Fulbright US LLP, Bond Counsel to the City; (ii) Messer, Fort & McDonald, special counsel to the City; (iii) Orrick, Herrington & Sutcliffe, LLP, counsel to the Underwriter; or (iv) James Melino, Esq., counsel to the Developer.

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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 related to:

1. Federal and State securities laws and regulations administered by the Securities and Exchange Commission and state "***Blue Sky***" laws and regulations.

2. The compliance or noncompliance by the Underwriter, the Trustee, the City, any party to the Bond Documents, or the purchasers of the Bonds with any federal and state laws or regulations applicable to the transactions evidenced by the Bond Documents;

3. Compliance with fiduciary duty requirements;

4. Decisions, orders, rules, policies, and regulations of any political subdivision, department, agency, organization, or entity of any kind created under or pursuant to federal law and judicial decisions to the extent they deal with any of the foregoing.

5. Title to any asset or property described or referred to in the Bond Documents or the accuracy or sufficiency of its description;

6. The creation, attachment, perfection, priority or enforcement of any lien, security interest or right of offset purported to be granted under the Bond Documents or created by operation of law;

7. The recordation or filing of any Bond Documents or related documents;

8. Federal and state environmental laws and regulations;

9. Federal and state land use and subdivision laws and regulations;

10. Federal and state tax laws and regulations;

11. Federal patent, copyright and trademark, state trademark, and other federal and state intellectual property laws and regulations;

12. Federal and state racketeering laws and regulations (e.g., RICO);

13. Federal and state health and safety laws and regulations (e.g., OSHA);

14. Federal and state labor laws and regulations;

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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 Limited Offering Memorandum, final Limited Offering Memorandum, and any other Bond Documents.

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EXHIBIT E

CLOSING CERTIFICATE OF DEVELOPER

The Parks at Wilson Creek, L.P., a Texas limited partnership, the "*Developer*", DOES HEREBY CERTIFY the following as of the date hereof. All capitalized terms not otherwise defined herein shall have the meaning given to such term in the Limited Offering Memorandum.

1. The Developer is a Texas limited partnership organized, validly existing and in good standing under the laws of the State of Texas.

2. Representatives of the Developer have provided information to the City of Celina, Texas (the "*City*") and FMSbonds, Inc. (the "*Underwriter*") to be used in connection with the offering by the City of its $[7,373,000] aggregate principal amount of Special Assessment Revenue Bonds, Series 2021 (The Parks at Wilson Creek Public Improvement District Phase #1 Project) (the "*Bonds*"), pursuant to the Preliminary Limited Offering Memorandum, dated [_____], 2021 (the "*Preliminary Limited Offering Memorandum*"), and Limited Offering Memorandum dated [November 9], 2021 (the "*Limited Offering Memorandum*").

3. The Developer has delivered to the Underwriter and the City true, correct, complete and fully executed copies of the Developer's organizational documents, and such documents have not been amended or supplemented since delivery to the Underwriter and the City and are in full force and effect as of the date hereof.

4. The Developer has delivered to the Underwriter and the City a (i) Certificate of Fact from the Texas Secretary of State and (ii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Developer.

5. The Developer has executed and delivered each of the below listed documents (individually, a "*Developer Document*" and collectively, the "*Developer Documents*") in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms:

(a) that certain Developer Letter of Representations, dated [November 9], 2021;

(b) the Development Agreement (The Parks at Wilson Creek), effective as of January 13, 2015 and recorded as Document No. 20150126000084070 on January 26, 2015 in the real property records of Collin County, Texas, between the Issuer and The Parks at Wilson Creek, L.P., a Texas limited partnership, as amended and restated by that certain Amended and Restated Development Agreement (The Parks at Wilson Creek), effective on September 8, 2015 and recorded as Document No. 20150917001181960 on September 17, 2015 in the real property records of Collin County, Texas; and as further amended by that certain First Amendment to the Amended and Restated Development Agreement (The Parks at Wilson Creek), effective on October 8, 2019 and recorded as Document No. 20191021001322210 on October 21, 2019 in the real property records of Collin County,

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Texas; and that certain Second Amendment to the Amended and Restated Development Agreement (The Parks at Wilson Creek) effective on September 14, 2021 and recorded as Document No. 20210923001945090 on September 23, 2021 in the real property records of Collin County, Texas (collectively, the "Development Agreement");

(c) the PID Reimbursement Agreement – The Parks at Wilson Creek Public Improvement District effective [November 9], 2021 between the City and the Developer (the "PID Reimbursement Agreement"); and

(d) the Continuing Disclosure Agreement of the Developer with respect to the Bonds, dated as of December 1, 2021, executed and delivered by the Developer, MuniCap, Inc., as PID Administrator, and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as Dissemination Agent.

6. The Developer owned all of the Phase #1 Assessed Property (as defined in the Service and Assessment Plan) located in Phase #1 of the District on the date that the Assessment Ordinance was adopted and such landowner is not an entity that may claim a homestead right under Texas law.

7. The representations and warranties of the Developer contained in the Developer Documents are true and correct in all material respects on and as of the date hereof.

8. The Developer has complied in all material respects with all of the Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

9. The execution and delivery of the Developer Documents by the Developer does not violate any judgment, order, writ, injunction or decree binding on the Developer or any indenture, agreement, or other instrument to which the Developer is a party. There are no proceedings pending or threatened in writing before any court or administrative agency against the Developer that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Limited Offering Memorandum.

10. The Developer has reviewed and approved the information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in the maps of the District therein and under the captions and subcaptions "PLAN OF FINANCE" (except for the information under the subcaption "— The Bonds"), "THE PHASE #1 PROJECTS AND THE ADDITIONAL MAJOR IMPROVEMENTS," "THE DEVELOPMENT" and "THE DEVELOPER" and, to the Developer's knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Initial Major Improvements, and the Development, as defined in the Limited Offering Memorandum), "LEGAL MATTERS — Litigation – The Developer," "CONTINUING DISCLOSURE — The Developer" and "— The Developer's Compliance with Prior Undertakings," "APPENDIX E-2," "APPENDIX F" and "APPENDIX G" and certifies that the same does not contain any untrue statement of a material fact

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or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they are made, not misleading, as of the date of the Preliminary Limited Offering Memorandum, the Limited Offering Memorandum and the date hereof, respecting the Developer and the portion of the Development owned by the Developer, provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Preliminary Limited Offering Memorandum or Limited Offering Memorandum.

11. To the Developer's knowledge, the Developer is in compliance in all material respects with all provisions of applicable law relating to the Developer in connection with the Development. Except as otherwise described in the Limited Offering Memorandum: (a) to the Developer's knowledge, there is no default of any zoning condition, land use permit or development agreement binding upon the Developer or any portion of the Development that would materially and adversely affect the Developer's ability to complete or cause to be completed the development of the property within Phase #1 of the District as described in the Limited Offering Memorandum; and (b) the Developer has no reason to believe that any additional permits, consents and licenses required to complete the development of the Property within Phase #1 of the District as and in the manner described in the Limited Offering Memorandum will not be reasonably obtainable in due course.

12. The Developer is not insolvent and has not made an assignment for the benefit of creditors, filed or consented to a petition in bankruptcy, petitioned or applied (or consented to any third party petition or application) to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction.

13. The levy of the Assessments on property in Phase #1 of the District owned by the Developer will not conflict with or constitute a breach of or default under any agreement, mortgage, deed of trust, indenture or other instrument to which the Developer is a party or to which the Developer or any of its property or assets is subject.

14. The Developer is not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets is subject, which default would have a material and adverse effect on the Bonds or the Developer's ability to perform its obligations under the Developer Documents.

15. The Developer has no knowledge of any physical condition of the Development owned or to be developed by the Developer that currently requires, or currently is reasonably expected to require in the process of development investigation or remediation under any applicable federal, state or local governmental laws or regulations relating to the environment in any material and adverse respect.

16. To the extent the PID Reimbursement Agreement and the Development Agreement constitute a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the terms of the PID Reimbursement Agreement and the Development

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Agreement. The foregoing verification is made solely to enable compliance with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

17. Section 2252.151 of the Texas Government Code defines a "governmental contract" as a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment, and provides that the term includes a contract to obtain a professional or consulting service subject to Chapter 2254 of the Texas Government Code. The Developer represents that, as of the date of the PID Reimbursement Agreement and the Development Agreement, to the extent the PID Reimbursement Agreement and the Development Agreement constitute governmental contracts within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Developer (if any) is an entity listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code or identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

(i) https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,

(ii) https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or

(iii) https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

18. To the extent the PID Reimbursement Agreement and the Development Agreement constitute contracts for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the terms of the PID Reimbursement Agreement and the Development Agreement. The foregoing verification is made solely to enable the the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil

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fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

19. To the extent the PID Reimbursement Agreement and the Development Agreement constitute contracts for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the PID Reimbursement Agreement and the Development Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification and the following definitions,

(iv) 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association,

(v) 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting), and

(vi) 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code."

20. During the term of the PID Reimbursement Agreement and the Development Agreement, the Developer hereby verifies that it does not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.8.C. Section 1324a (f), the Developer shall repay the incentives granted herein within 120 days after the date the Developer is notified by the City of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101 (c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

[*Signature page follows.*]

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

Dated: [, 2021]

DEVELOPER:

THE PARKS AT WILSON CREEK, L.P.,
a Texas limited partnership

By: The Parks at Wilson Creek GP, LLC,
a Texas limited liability company,
its General Partner

By: LLC Manager, Inc.,
A Texas corporation,
Its Manager

By: _____
James J. Melino, President

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

APPENDIX F

LETTERHEAD OF INTEGRA REALTY RESOURCES – DFW

[_____], 2021

City of Celina, Texas
101 Main Street
Celina, Texas 76052

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201

U.S. Bank National Association, as Trustee
111 Filmore Avenue East
St. Paul, Minnesota 55107
Attn: Bond Operations

Re: City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (The Parks at Wilson Creek Public Improvement District Phase #1 Project) (the "Bonds")

Ladies and Gentlemen:

The undersigned, an authorized representative of Integra Realty Resources – DFW ("Appraiser"), the appraiser of the undeveloped property contained in The Parks at Wilson Creek Public Improvement District (the "District"), does hereby represent the following:

1. Appraiser has supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated [_____], 2021 and the Limited Offering Memorandum for the Bonds, dated [November 9], 2021 (together, the "Limited Offering Memorandum"), relating to the issuance of the Bonds by the City of Celina, Texas, as described above. The information Appraiser provided for the Limited Offering Memorandum is the real estate appraisal of the property in Phase #1 of the District, located in APPENDIX F to the Limited Offering Memorandum, and the description thereof, set forth under the caption "APPRAISAL — The Appraisal."

2. To the best of my professional knowledge and belief, as of the date of my appraisal report, the portion of the Limited Offering Memorandum described above does not contain an untrue statement of a material fact as to the information and data set forth therein, and does not omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

3. Appraiser agrees to the inclusion of the Appraisal in the Limited Offering Memorandum and the use of its name in the Limited Offering Memorandum for the Bonds.

4. Appraiser agrees that, to the best of its ability, it will inform you immediately should it learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about [_____], 2021) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in any material fact or render any statement in the Appraisal materially misleading.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

5. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representations.

Sincerely yours,

INTEGRA REALTY RESOURCES – DFW

_____

By: _____

Its: _____

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

APPENDIX G

LETTERHEAD OF MUNICAP, INC.

[_____], 2021

City of Celina, Texas
142 N. Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201-2784

U.S. Bank National Association
111 Filmore Avenue East
St. Paul, Minnesota 55107

Re: City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (The Parks at Wilson Creek Public Improvement District Phase #1 Project) (the "Bonds")

Ladies and Gentlemen:

The undersigned, an authorized representative of MuniCap, Inc. ("MuniCap", "we" or "our"), consultant in connection with the creation by the City of Celina, Texas (the "City"), of The Parks at Wilson Creek Public Improvement District (the "District"), does hereby represent the following:

1. MuniCap has supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated [_____], 2021, and the final Limited Offering Memorandum for the Bonds, dated [November 9], 2021 (together, the "Limited Offering Memorandum"), relating to the issuance of the Bonds by the City, as described above. The information MuniCap provided for the Limited Offering Memorandum is located (a) under the captions "ASSESSMENT PROCEDURES" and "THE PID ADMINISTRATOR" and (b) in the Service and Assessment Plan (the "SAP") for the City located in APPENDIX C to the Limited Offering Memorandum.

2. To our professional knowledge and belief, the portions of the Limited Offering Memorandum described above do not contain an untrue statement of a material fact as to the information and data set forth therein, and does not omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

3. We agree to the inclusion of the SAP in the Limited Offering Memorandum and to the use of our name in the Limited Offering Memorandum for the Bonds.

4. We agree that, to the best of our ability, we will inform you immediately should we learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about [_____], 2021) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in any material fact or render any such information materially misleading.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

5. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representation.

Sincerely yours,

MUNICAP, INC.

By: _____

Its: _____

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

EXHIBIT C

CONTINUING DISCLOSURE AGREEMENT

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT
PHASE #1 PROJECT)

CONTINUING DISCLOSURE AGREEMENT OF THE ISSUER

This Continuing Disclosure Agreement of the Issuer dated as of December 1, 2021 (this "Disclosure Agreement") is executed and delivered by and between the City of Celina, Texas (the "Issuer"), MuniCap, Inc., (the "Administrator"), and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc. (in such capacity, the "Dissemination Agent") with respect to the Issuer's "Special Assessment Revenue Bonds, Series 2021 (The Parks at Wilson Creek Public Improvement District Phase #1 Project)" (the "Bonds"). The Issuer, the Administrator, and the Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Administrator, and the Dissemination Agent for the benefit of the Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

SECTION 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust dated as of December 1, 2021, relating to the Bonds (the "Indenture"), which apply to any capitalized term used in this Disclosure Agreement, as amended or supplemented, including the Exhibits hereto, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Additional Bonds" shall have the meaning assigned to such term in the Indenture.

"Additional Obligations" shall have the meaning assigned to such term in the Indenture.

"Administrative Expenses" shall have the meaning assigned to such term in the Indenture.

"Administrator" shall mean an employee of the Issuer or third-party designee of the Issuer who shall have the responsibilities provided in the Service and Assessment Plan, this Indenture, or any other agreement or document approved by the Issuer related to the duties and responsibilities of the administration of the District. The initial Administrator is MuniCap, Inc.

"Affiliate" shall have the meaning assigned to such term in Section 22 of this Disclosure Agreement.

"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.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

"Annual Installment" shall have the meaning assigned to such term in the Indenture.

"Annual Service Plan Update" shall have the meaning assigned to such term in the Indenture.

"Assessment" shall have the meaning assigned to the term "Assessments" in the Indenture.

"Assessed Property" shall mean, collectively, all Assessed Parcels.

"Audited Financial Statements" shall mean the audited financial statements of the Issuer that have been prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer and that have been audited by an independent certified public accountant.

"Authorized Improvements" shall have the meaning assigned to such term in the Indenture.

"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 The Parks at Wilson Creek, L.P., a Texas limited partnership, and its designated successors and assigns.

"Disclosure Agreement of Developer" shall mean the Continuing Disclosure Agreement of Developer relating to the Bonds dated as of December 1, 2021 executed and delivered by the Developer, the Administrator and the Dissemination Agent.

"Disclosure Representative" shall mean the Director of Finance of the Issuer or his or her designee, or such other officer or employee as the Issuer, may designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., acting solely in its capacity as dissemination agent, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Trustee a written acceptance of such designation.

"District" shall mean The Parks at Wilson Creek Public Improvement District.

"EMMA" shall mean the Electronic Municipal Market Access System available on the internet at http://emma.msrb.org.

"Financial Obligation" shall mean a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"Fiscal Year" shall mean the Issuer's fiscal year, currently the calendar year from October 1 through September 30.

"Foreclosure Proceeds" shall have the meaning assigned to such term in the Indenture.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"MSRB" shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive continuing disclosure reporting pursuant to the Rule.

"Outstanding" shall have the meaning assigned to such term in the Indenture.

"Owner" shall have the meaning assigned to such term in the Indenture.

"Phase #1" shall have the meaning assigned to such term in the Indenture.

"Phase #1 Improvements" shall mean the Authorized Improvements which only benefit property within Phase #1 of the District, as described in Section III.D of the Service and Assessment Plan.

"Phase #1 Initial Major Improvements" shall mean the pro rata portion of the Initial Major Improvements allocable to Phase #1.

"Phase #1 Projects" shall mean, collectively, (i) the Phase #1 Initial Major Improvements and (ii) the Phase #1 Improvements.

"Participating Underwriter" shall mean FMSbonds, Inc. and its successors and assigns.

"PID Act" means Chapter 372, Texas Local Government Code, as amended.

"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 meaning assigned to such term in the Indenture.

"Trustee" shall mean 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.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

SECTION 3. Provision of Annual Financial Information and Audited Financial Statements.

(a) Commencing with the Fiscal Year ending September 30, 2022, the Issuer shall provide or cause to be provided to the MSRB, in the electronic or other format required by the MSRB (i) not later than six (6) months after the end of the Issuer's Fiscal Year, its Annual Financial Information and (ii) not later than twelve (12) months after the end of the Issuer's Fiscal Year, its Audited Financial Statements. In each case, the Annual Financial Information and the Audited Financial Statements, as applicable, may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4 of this Disclosure Agreement. If the Issuer's Fiscal Year changes, it shall file notice of such change (including the date of the new Fiscal Year) with the MSRB prior to the next date by which the Issuer otherwise would be required to provide the Annual Financial Information or Audited Financial Statements, as applicable, pursuant to Section 4 of this Disclosure Agreement. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(b) Upon delivery by the Issuer of the Annual Financial Information or the Audited Financial Statements, as applicable, to the Dissemination Agent together, with written instructions to file such information or financial statements, as applicable, with the MSRB, the Dissemination Agent shall:

(i) determine the filing address or other filing location of the MSRB each year prior to filing the Annual Financial Information or the Audited Financial Statements, as applicable, on the respective dates required in subsection (a); and

(ii) file the Annual Financial Information or the Audited Financial Statements, as applicable, on the respective dates required, containing or incorporating by reference the information set forth in Section 4 hereof;

(c) If the Issuer has provided the Dissemination Agent with the completed Annual Financial Information or the Audited Financial Statements, as applicable, together with written instructions to file such financial information or financial statements with the MSRB and the Dissemination Agent has filed such financial information or financial statements with the MSRB, then the Dissemination Agent shall file a report with the Issuer certifying that the Annual Financial Information or the Audited Financial Statements, as applicable, has been provided pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB, which such financial information or financial statements shall include a filing receipt from the MSRB.

SECTION 4. Content and Timing of Annual Financial Information and Audited Financial Statements. The Annual Financial Information and the Audited Financial Statements shall contain or incorporate by reference, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent, the following:

(a) *Annual Financial Information*. Within six (6) months after the end of each Fiscal Year, the Annual Financial Information of the Issuer (any or all of which may be unaudited) being:

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

(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;

(B) The amounts in the funds and accounts under the Indenture securing the Bonds and a description of the related investments; and

(C) The assets and liabilities of the Trust Estate.

(ii) Financial information and operating data with respect to the Issuer of the general type, in substantially similar form to that shown in the tables provided under Sections 4(a)(ii)(A) and 4(a)(ii)(B) of Exhibit B attached hereto. Such information shall be provided: (a) as of the end of the Fiscal Year (for tables in Section 4(a)(ii)(A) of Exhibit B), and (b) both as of the end of the Fiscal Year and through February 1 of the calendar year immediately succeeding such Fiscal Year (for tables in Section 4(a)(ii)(B) of Exhibit B).

(iii) Updates to the information in the Service and Assessment Plan or the Annual Service Plan Update as most recently amended or supplemented, including any changes to the methodology for levying the Assessments in Phase #1.

(iv) Until building permits have been issued for parcels or lots representing, in the aggregate, ninety-five percent (95%) of the total the Assessments levied within Phase #1, the Annual Financial Information (in the Annual Service Plan Update or otherwise) shall include the number of certificates of occupancy ("COs") issued for new homes completed in Phase #1 during such Fiscal Year and the aggregate number of COs issued for new homes completed within Phase #1 since filing the initial Annual Financial Information for Fiscal Year ending September 30, 2021.

(v) If the total amount of delinquencies greater than 150 days equals or exceeds ten percent (10%) of the amount of Assessments due in any fiscal year, a list of delinquent property owners.

(vi) A description of any amendment to this Disclosure Agreement and a copy of any restatements to the Issuer's audited financial statements during such Fiscal Year.

(b) *Audited Financial Statements*. Within twelve (12) months after the end of each Fiscal Year, the Audited Financial Statements of the Issuer, prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer. If such audited financial statements are not complete within twelve (12) months after the end of each Fiscal Year, then the Issuer shall provide unaudited financial statements within such period and shall provide audited financial statements for the applicable Fiscal Year when and if the audit report on such statements becomes available.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

See Exhibit B hereto for a form for submitting the information set forth in the preceding paragraphs. 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. In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of the Annual Financial Information and Audited Financial Statements under this Section 4.

Any or all of the items listed above may be included by specific reference to other documents, including disclosure documents of debt issues of the Issuer, which have been submitted to and are publicly accessible from the MSRB. If the document included by reference is a final offering document, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, each of the following is a Listed Event with respect to the Bonds:

1. Principal and interest payment delinquencies.

2. Non-payment related defaults, if material.

3. Unscheduled draws on debt service reserves reflecting financial difficulties.

4. Unscheduled draws on credit enhancements reflecting financial difficulties.

5. Substitution of credit or liquidity providers, or their failure to perform.

6. Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.

7. Modifications to rights of Owners, if material.

8. Bond calls, if material, and tender offers.

9. Defeasances.

10. Release, substitution, or sale of property securing repayment of the Bonds, if material.

11. Rating changes.

12. Bankruptcy, insolvency, receivership or similar event of the Issuer.

13. The consummation of a merger, consolidation, or acquisition of the Issuer, or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

14. Appointment of a successor or additional trustee under the Indenture or the change of name of a trustee, if material.

15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material.

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

Any sale by the Developer of real property within Phase #1 in the ordinary course of the Developer's business will not constitute a Listed Event for the purposes of paragraph (10) above.

For these purposes, any event described in paragraph (12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

The Issuer intends the words used in paragraphs (15) and (16) above and the definition of Financial Obligation to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018. For the avoidance of doubt, the issuance of Additional Bonds under the Indenture or the incurrence of Additional Obligations will constitute the incurrence of a material Financial Obligation for which a notice of a Listed Event in accordance with Section must be filed with the MSRB.

Upon the occurrence of a Listed Event, the Issuer shall promptly notify the Dissemination Agent in writing and the Issuer shall direct the Dissemination Agent, in writing, to immediately file a notice of such occurrence with the MSRB. The Dissemination Agent shall file such notice no later than the Business Day immediately following the day on which it receives written notice of such occurrence from the Issuer. Any such notice is required to be filed within ten (10) Business Days of the occurrence of such Listed Event.

Additionally, the Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide Audited Financial Statements (or unaudited financial statements, if Audited Financial Statements are not available) or Annual Financial Information, as applicable, as required under this Disclosure Agreement. See Exhibit A hereto for a form for submitting "Notice to MSRB of Failure to File."

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

Any notice under the preceding paragraphs shall be accompanied with the text of the disclosure that the Issuer desires to make, the written authorization of the Issuer for the Dissemination Agent to disseminate such information as provided herein, and the date the Issuer desires for the Dissemination Agent to disseminate the information (which date shall not be more than ten (10) Business Days after the occurrence of the Listed Event or failure to file).

In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures made pursuant to Sections 4 and 5 of this Disclosure Agreement. In addition, the Issuer shall have the sole responsibility to ensure that any notice required to be filed under this Section 5 is filed within ten (10) Business Days of the occurrence of the Listed Event.

(b) The Dissemination Agent shall, promptly, and not more than three (3) Business Days after obtaining actual knowledge of the occurrence of any Listed Event with respect to the Bonds, notify the Disclosure Representative in writing of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the Disclosure Representative to do so. If the Dissemination Agent has been instructed by the Disclosure Representative on behalf of the Issuer to report the occurrence of a Listed Event under this subsection (b), the Dissemination Agent shall file a notice of such occurrence with the MSRB no later than the Business Day immediately following the day on which it receives written instructions from the Issuer. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Issuer and not that of the 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, the Participating Underwriter, the Trustee, or any Owner or beneficial owner of any interests in the Bonds as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(c) If in response to a notice from the Dissemination Agent under subsection (b), the Issuer determines that the Listed Event under number 2, 7, 8 (as to Bond calls only), 10, 13, 14, or 15 of subparagraph (a) above is <u>not</u> material under applicable federal securities laws, the Issuer shall promptly, but in no case more than five (5) Business Days after occurrence of the event, notify the Dissemination Agent and the Trustee (if the Dissemination Agent is not the Trustee) in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (b).

SECTION 6. <u>Termination of Reporting Obligations</u>. The obligations of the Issuer, the Administrator, and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required. So long as any of the Bonds remain Outstanding, the Dissemination Agent may assume that the Issuer is an obligated person with

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

respect to the Bonds until it receives written notice from the Disclosure Representative stating that the Issuer is no longer an obligated person with respect to the Bonds, and the Dissemination Agent may conclusively rely upon such written notice with no duty to make investigation or inquiry into any statements contained or matters referred to in such written notice. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event with respect to the Bonds under Section 5(a).

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge such Dissemination Agent. If the Issuer discharges the Dissemination Agent, the Issuer shall use best efforts to appoint a successor Dissemination Agent within 30 days of such discharge. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be HTS Continuing Disclosure Services, a division of Hilltop Securities Inc. The Issuer will give prompt written notice to the Developer, or any other party responsible for providing quarterly information pursuant to the Disclosure Agreement of Developer, of any change in the identity of the Dissemination Agent under the Disclosure Agreement of Developer.

SECTION 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 Financial Information or Audited Financial Statements, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

a Listed Event under Section 5(a), and (ii) the Audited Financial Statements for the fiscal year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. No amendment which adversely affects the Dissemination Agent may be made without its prior written consent (which consent will not be unreasonably withheld or delayed).

SECTION 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 Financial Information and Audited Financial Statements or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Financial Information, Audited Financial Statements or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Financial Information, Audited Financial Statements 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 or any Owner or beneficial owner of the Bonds may, and the Trustee (at the request of any Participating Underwriter or the Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and upon being indemnified to its satisfaction) shall, take such actions as may be necessary and appropriate to cause the Issuer to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer to comply with this Disclosure Agreement shall be an action for mandamus or specific performance. A default under this Disclosure Agreement 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 Developer by the Developer shall not be deemed a default under this Disclosure Agreement by the Issuer.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent and Administrator.

(a) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation the Annual Financial Information and the Audited Financial Statements) prepared by the Issuer pursuant to this Disclosure Agreement. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. To the extent permitted by law, the Issuer agrees to hold harmless the Dissemination Agent, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Administrative Expenses collected from the property owners in Phase #1, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

to the Dissemination Agent's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Dissemination Agent for losses, expenses or liabilities arising from information provided to the Dissemination Agent by the Developer or the failure of the Developer to provide information to the Dissemination Agent as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. The Dissemination Agent shall not be responsible for the Issuer's failure to submit a complete Annual Financial Information or Audited Financial Statements to the MSRB. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The fact that the Dissemination Agent may have a banking or other business relationship with the Issuer or any person with whom the Issuer contracts in connection with the transaction described in the Indenture, apart from the relationship created by 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.

(b) The Administrator shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Administrator shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. To the extent permitted by law, the Issuer agrees to hold harmless the Administrator, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Administrative Expenses collected from the property owners in Phase #1, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Administrator's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Administrator for losses, expenses or liabilities arising from information provided to the Administrator by third parties, or the failure of any third party to provide information to the Administrator as and when required under this Disclosure Agreement, or the failure of the Developer to provide information to the Administrator as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an "obligated person" under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Administrator hereunder, or (ii) any action taken or omitted to be taken in reliance upon any

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

The Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(c) UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR, OR THE ISSUER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, THE ADMINISTRATOR, OR THE DISSEMINATION AGENT, RESPECTIVELY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. THE DISSEMINATION AGENT OR THE ADMINISTRATOR IS UNDER NO OBLIGATION NOR IS IT REQUIRED TO BRING SUCH AN ACTION.

SECTION 12. Assessments Timeline. The basic expected timeline for the collection of Assessments and the anticipated procedures for pursuing the collection of delinquent Assessments is set forth in Exhibit C which is intended to illustrate the general procedures expected to be followed in enforcing the payment of delinquent Assessments. Failure to adhere to such expected timeline shall not constitute a default by the Issuer under this Disclosure Agreement, the Indenture, the Bonds or any other document related to the Bonds.

SECTION 13. No Personal Liability. No covenant, stipulation, obligation or agreement of the Issuer, the Administrator, or Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future council members, officer, agent or employee of the Issuer, the Administrator, or Dissemination Agent in other than that person's official capacity.

SECTION 14. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

SECTION 15. Sovereign Immunity. The Dissemination Agent and the Administrator agree that nothing in this Disclosure Agreement shall constitute or be construed as a waiver of the Issuer's sovereign or governmental immunities regarding liability or suit.

SECTION 16. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Administrator, the Dissemination Agent, the Participating Underwriter, and the Owners and the beneficial owners from time to time of the Bonds and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive or otherwise limit the duties of the Issuer under federal and state securities laws.

SECTION 17. Dissemination Agent and Administrator Compensation. The fees and expenses incurred by the Dissemination Agent and the Administrator for their respective services rendered in accordance with this Disclosure Agreement constitute Administrative Expenses and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Issuer shall pay or reimburse the Dissemination Agent and the Administrator, but only with funds to be provided from the Administrative Expenses component of the Annual Installments collected from the property owners in Phase #1, for the fees and expenses for their respective services rendered in accordance with this Disclosure Agreement.

SECTION 18. Anti-Boycott Verification. To the extent this Disclosure Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Dissemination Agent and the Administrator, each respectively, hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Disclosure Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

SECTION 19. Iran, Sudan and Foreign Terrorist Organizations. The Dissemination Agent and the Administrator, each respectively, represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

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

The foregoing representation is made solely to enable the Issuer to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Dissemination Agent and the Administrator, each respectively, and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any,

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

SECTION 20. No Discrimination Against Fossil-Fuel Companies. To the extent this Disclosure Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Dissemination Agent and the Administrator, each respectively, hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Disclosure Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, "boycott energy companies" shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable Federal or Texas law; or (B) does business with a company described by (A) above.

SECTION 21. No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Disclosure Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Dissemination Agent and the Administrator, each respectively, hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Disclosure Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, (a) 'discriminate against a firearm entity or firearm trade association' (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. As used in the foregoing verification, (b) 'firearm entity' means a manufacturer, distributor,

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) 'firearm trade association' means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which insures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

SECTION 22. Affiliate. As used in Sections 18 through 21, the Dissemination Agent and Administrator, each respectively, understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Dissemination Agent or the Administrator within the meaning of SEC Rule 405, 17.C.F.R. § 230.405, and exists to make a profit.

SECTION 23. Disclosure of Interested Parties. Pursuant to Section 2252.908(c)(4), Texas Government Code, as amended, the Dissemination Agent hereby certifies it is a publicly traded business entity and is not required to file a Certificate of Interested Parties Form 1295 related to this Disclosure Agreement.

SECTION 24. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

SECTION 25. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The Issuer, the Administrator and the Dissemination Agent agree that electronic signatures to this Disclosure Agreement may be regarded as original signatures.

[*Signature pages follow*.]

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

CITY OF CELINA, TEXAS
(as Issuer)

By: _____
City Manager

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

HTS CONTINUING DISCLOSURE SERVICES,
a division of Hilltop Securities Inc.
(as Dissemination Agent)

By: _____
Authorized Officer

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

MUNICAP, INC.,
(as Administrator)

By: _____
Authorized Officer

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

EXHIBIT A

NOTICE TO MSRB OF FAILURE TO FILE
[ANNUAL FINANCIAL INFORMATION][AUDITED FINANCIAL STATEMENTS]

Name of Issuer:	City of Celina, Texas
Name of Bond Issue:	Special Assessment Revenue Bonds, Series 2021 (The Parks at Wilson Creek Public Improvement District Phase #1 Project)
Date of Delivery:	_____, 20__
CUSIP Numbers:	[Insert CUSIP Numbers]

NOTICE IS HEREBY GIVEN that the City of Celina, Texas, has not provided [an Annual Financial Information] [Audited Financial Statements] with respect to the above-named bonds as required by the Continuing Disclosure Agreement of Issuer dated as of December 1, 2021, between the Issuer, MuniCap, Inc., as Administrator and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as Dissemination Agent. The Issuer anticipates that [the Annual Financial] [Audited Financial Statements] will be filed by _____.

Dated: _____

HTS Continuing Disclosure Services, a division of
Hilltop Securities Inc.,
on behalf of the City of Celina, Texas
(solely in its capacity as Dissemination Agent)

By: _____

Title: _____

cc: City of Celina, Texas

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

EXHIBIT B

CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2020
(THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT
PHASE #1 PROJECT)

ANNUAL FINANCIAL INFORMATION*

Delivery Date: _____, 20___

CUSIP Nos: [Insert CUSIP Nos]

DISSEMINATION AGENT

Name: _____
Address: _____
City: _____
Telephone: _____
Contact Person _____

Section 4(a)(i)(A)

BONDS OUTSTANDING

CUSIP Number	Maturity Date	Interest Rate	Original Principal Amount	Outstanding Principal Amount	Outstanding Interest Amount

Section 4(a)(i)(B)

INVESTMENTS

Fund/Account Name	Investment Description	Par Value	Book Value	Market Value

* Excluding Audited Financial Statements of the Issuer

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

Section 4(a)(i)(A)

ASSETS AND LIABILITIES OF PLEDGED TRUST ESTATE

ASSETS

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

Section 4(a)(ii)(A)

FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO THE ISSUER OF THE GENERAL TYPE AS OF THE END OF THE FISCAL YEAR

Debt Service Requirements on the Bonds

Year Ending (September 30)	Principal	Interest	Total

Top Phase #1 Assessment Payers[(1)]

Property Owner	No. of Parcels/Lots	Percentage of Parcels/Lots	Outstanding Assessments	Percentage of Total Assessments

[(1)] Does not include those owing less than one percent (1%) of total Assessments.

Assessed Value of the Phase #1 of the District

The [YEAR] certified total assessed value for the land in the Phase #1 of the District is approximately $[AMOUNT] according to the Collin Central Appraisal District.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

Section 4(a)(ii)(B)

FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO THE ISSUER OF THE GENERAL TYPE AS OF THE END OF THE FISCAL YEAR AND AS OF FEBRUARY 1 OF THE NEXT SUCCEEDING YEAR

Foreclosure History Related to the Assessments

Time Period	Parcels in Foreclosure Proceedings	Delinquent Phase #1 Assessment Amount in Foreclosure Proceedings	Foreclosure Sales	Foreclosure Proceeds Received
[FISCAL YEAR END]		$		$
[FEB. 1 OF CURRENT YEAR][1]		$		$

[1] As of February 1, 20__.

Collection and Delinquency History of Assessments

Time Period	Total Phase #1 Assessment Levied	Parcels Levied[1]	Delinquent Amount as of 2/1	Delinquent % as of 2/1	Delinquent Amount as of 8/1	Delinquent % as of 8/1	Total Assessments Collected[2]
[FISCAL YEAR END]	$		$	%	$	%	$
[FEB 1. OF CURRENT YEAR][3]	$		$	%	N/A	N/A	$

[1] Pursuant to Section 31.031, Texas Tax Code, certain veterans, persons aged 65 or older, and the disabled, who qualify for an exemption under either Section 11.13(c), 11.32, or 11.22, Texas Tax Code, are eligible to pay property taxes in four equal installments ("Installment Payments"). Effective January 1, 2018, pursuant to Section 31.031(a-1), Texas Tax Code, the Installment Payments are each due before February 1, April 1, June 1, and August 1. Each unpaid Installment Payment is delinquent and incurs penalties and interest if not paid by the applicable date.
[2] [Does/does not] include interest and penalties.
[3] Collected as of February 1, 20__.

History of Prepayment of Assessments

Time Period	Number of Prepayments	Amount of Prepayments	Bond Call Date	Amount of Bonds Redeemed
[FISCAL YEAR END]		$		$
[FEB. 1 OF CURRENT YEAR][1]		$		$

[1] As of February 1, 20__.

ITEMS REQUIRED BY SECTION 4(a)(iii) - (vi)
[Insert a line item for each applicable listing]

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

EXHIBIT C

BASIC EXPECTED TIMELINE FOR ASSESSMENT COLLECTIONS AND PURSUIT OF DELINQUENCIES[1]

Date	Delinquency Clock (Days)	Activity
January 31		Assessments are due.
February 1	1	Assessments delinquent if not received. Upon receipt but no later than February 15, Issuer forwards payment to Trustee for all collections received, along with detailed breakdown. Subsequent payments and relevant details will follow monthly thereafter. Issuer and/or Administrator should be aware of actual and specific delinquencies Administrator should be aware if Reserve Fund needs to be utilized for debt service payments during the corresponding Fiscal Year. **If there is to be a shortfall of any Annual Installments due to be paid that Fiscal Year, the Dissemination Agent should be immediately notified in writing**. Issuer and/or Administrator should determine if previously collected surplus funds, if any, plus actual Annual Installment collections will be fully adequate for debt service in the corresponding March and September.
March 1	28/29	Issuer and/or Administrator should be aware of actual and specific delinquencies. Trustee pays bond interest payments to Owners. Issuer, or the Trustee on behalf of the Issuer, to notify Dissemination Agent in writing of the occurrence of draw on the Reserve Fund and, following receipt of

[1] Illustrates anticipated dates and procedures for pursuing the collection of delinquent Assessments, which dates and procedures shall be in accordance with Chapters 31, 32, 33 and 34, Texas Tax Code, as amended (the "Code"), and the County Tax/Assessor Collector's procedures, and are subject to adjustment by the Issuer. If the collection and delinquency procedures under the Code are subsequently modified, whether due to an executive order of the Governor of Texas or an amendment to the Code, such modifications shall control.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

		such notice, Dissemination Agent to notify MSRB of such draw or the Reserve Fund.
April 1	**59/60**	At this point, if total delinquencies are under 5% and if there is adequate funding for September payments, no further action is anticipated for collection of Assessments except that the Issuer or Administrator, working with the City Attorney or an appropriate designee, will begin process to cure delinquency. **For properties delinquent by more than one year or if the delinquency exceeds $10,000 the matter will be referred for commencement of foreclosure, in accordance with the County Tax/Assessor Collector's procedures.** **If there are over 5% delinquencies or if there is insufficient funding in the Pledged Revenue Fund for transfer to the Principal and Interest Account of the Bond Fund such amounts as shall be required for the full March and September payments, the collection-foreclosure procedure will proceed against all delinquent properties, in accordance with the County Tax/Assessor Collector's procedures.**
July 1	**152/153**	Issuer, or the Administrator on behalf of the Issuer, determines whether or not any Annual Installments are delinquent and, if such delinquencies exist, the Issuer commences as soon as practicable appropriate and legally permissible actions to obtain such delinquent Annual Installments, in accordance with the County Tax/Assessor Collector's procedures. **Issuer and/or Administrator to notify Dissemination Agent in writing for disclosure to MSRB of all delinquencies.** **Preliminary Foreclosure activity commences, and Issuer to notify Dissemination Agent in writing of the commencement of preliminary foreclosure activity.** If Dissemination Agent has not received Foreclosure Schedule and Plan of Collections, Dissemination Agent to request same from the Issuer. If the Issuer has not provided the Dissemination Agent with Foreclosure Schedule and Plan of Collections, and

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

		if instructed by the Owners under Section 11.2 of the Indenture, Dissemination Agent requests that the Issuer commence foreclosure or provide plan for collection.
August 15	197/198	The designated lawyers or law firm will be preparing the formal foreclosure documents and will provide periodic updates to the Dissemination Agent for dissemination to those Owners who have requested to be notified of collections progress. The goal for the foreclosure actions is a filing by no later than August 15 (day 197/198). **Foreclosure action to be filed with the court**. **Issuer notifies Trustee and Dissemination Agent of Foreclosure filing status in writing. Dissemination Agent notifies Owners**. If Owners and Dissemination Agent have not been notified of a foreclosure action, Dissemination Agent will notify the Issuer that it is appropriate to file action.

A committee of not less than 25% of the Owners may request a meeting with the City Manager or Director of Finance to discuss the Issuer's actions in pursuing the repayment of any delinquencies. This would also occur after day 30 if it is apparent that a Reserve Fund draw is required. Further, if delinquencies exceed 5%, Owners may also request a meeting with the Issuer at any time to discuss the Issuer's plan and progress on collection and foreclosure activity. If the Issuer is not diligently proceeding with the foreclosure process, the Owners may seek an action for mandamus or specific performance to direct the Issuer to pursue the collections of delinquent Special Assessments.

Attachment: Draft Ordinance (Parks at Wilson Creek PID Phase #1 PID – Bond Ordinance)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Bella Lopez, Senior Planner
CC:	Jason Laumer, City Manager
Date:	November 9, 2021
Re:	Parks at Wilson Creek PID MIA - Bond Ordinance

Action Requested:
Consider and act upon an ordinance of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (The Parks at Wilson Creek Public Improvement District Initial Major Improvements Project); approving and authorizing related agreements; and providing an effective date. (Parks at Wilson Creek PID MIA – Bond Ordinance) (Lopez)

Background Information:
The pre-pricing ordinance is attached. The ordinance with final pricing will be provided to Council at the regular meeting.

Legal Review:
This item has been reviewed by the City Attorney.

Supporting Documents:
· Draft Ordinance

Staff Recommendation:
Staff recommends approval.

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF CELINA, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021 (THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT INITIAL MAJOR IMPROVEMENTS 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 Parks at Wilson Creek Public Improvement District" (the "District"), pursuant to Resolution No. 2021-58R adopted by the City Council of the City (the "City Council") on August 10, 2021; and

WHEREAS, pursuant to the PID Act, the City Council published notice of and convened a public hearing on November 9, 2021, regarding the levy of special assessments against benefitted property located within the District excluding the first construction phase of the District (the "Major Improvement Area"), and, after hearing testimony at such public hearing, the City Council closed the public hearing and adopted Ordinance No. _____ (the "Assessment Ordinance") on November 9, 2021; and

WHEREAS, in the Assessment Ordinance, the City Council approved and accepted The Parks at Wilson Creek Public Improvement District Service and Assessment Plan, dated November 9, 2021 (as updated, amended, and/or restated, the "Service and Assessment Plan") relating to the District and levied special assessments (the "Assessments") against the Major Improvement Area Assessed Property as shown on the Major Improvement Area Assessment Roll – Initial Major Improvements that is attached to the Service and Assessment Plan as Exhibit G; and

WHEREAS, capitalized terms used in this Ordinance and not otherwise defined herein shall have the meanings assigned to them in the Service and Assessment Plan; and

WHEREAS, the City is authorized by the PID Act to issue its revenue bonds payable from the Assessments and other revenues received for the purposes of (i) paying a portion of the Actual Costs of the Initial Major Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Initial Major Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance; and

WHEREAS, the City Council hereby finds and determines that it is in the best interests of the City to issue its bonds to be designated "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (The Parks at Wilson Creek Public Improvement District Initial Major Improvements Project)" (the "Bonds"), such series to be payable from and secured by the Trust Estate (as defined in the Indenture); and

WHEREAS, the City Council hereby finds and determines to (i) approve the issuance of the Bonds to finance a portion of the Actual Costs of the Initial Major Improvements, as identified in the Service and Assessment Plan, (ii) approve the form, terms, and provisions of an Indenture (defined below) securing the Bonds authorized hereby, (iii) approve the form, terms and provisions of a Bond Purchase Agreement (defined below) between the City and the purchaser of the Bonds, (iv) approve a Preliminary Limited Offering Memorandum (defined below) and a Limited Offering Memorandum (defined below), (v) approve the form, terms and

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

provisions of a Continuing Disclosure Agreement (defined below), and (vi) approve the form, terms and provisions of a Reimbursement Agreement (defined below); and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code; now, therefore

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

SECTION 1. Approval of Issuance of Bonds and Indenture of Trust.

(a) The issuance of the Bonds in the principal amount of $_____ for the purpose of providing funds for (i) paying a portion of the Actual Costs of the Initial Major Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Initial Major Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance, is hereby authorized and approved.

(b) The Bonds shall be issued and secured under that certain Indenture of Trust (the "Indenture") dated as of December 1, 2021, between the City and U.S. Bank National Association, as trustee (the "Trustee"), which Indenture is hereby approved in substantially the form attached hereto as **Exhibit A,** which is incorporated herein as a part hereof for all purposes, with such changes or additions thereto as may be approved by the Mayor or Mayor Pro Tem of the City (upon the advice of the City Manager) as evidenced by the execution and delivery thereof. The Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute the Indenture and the City Secretary or the Assistant City Secretary is hereby authorized and directed to attest such signature of the Mayor or Mayor Pro Tem and such officials are hereby authorized to deliver the Indenture.

(c) The Bonds shall be dated, shall mature on the date or dates and in the principal amounts, shall bear interest, shall be subject to redemption and shall have such other terms and provisions as set forth in the Indenture. The Bonds shall be in substantially the form set forth in the Indenture with such insertions, omissions and modifications as may be required to conform the form of bond to the actual terms of the Bonds. The Bonds shall be payable from and secured by the Pledged Revenues (as defined in the Indenture) and other assets of the Trust Estate pledged to such series, and shall never be payable from ad valorem taxes.

SECTION 2. Sale of Bonds; Approval of Bond Purchase Agreement. The Bonds shall be sold to FMSbonds, Inc. (the "Underwriter") under that certain Bond Purchase Agreement (the "Bond Purchase Agreement"), dated the date hereof, between the City and the Underwriter, substantially in the form attached hereto as **Exhibit B** which is incorporated herein as a part hereof for all purposes, which terms of sale are declared to be in the best interests of the City at the price and on the terms and provisions set forth in the Bond Purchase Agreement. The form, terms and provisions of the Bond Purchase Agreement are hereby authorized and approved with such changes as may be necessary or desirable to carry out the intent of this Ordinance and as approved by the City Manager, such approval to be evidenced by the execution and delivery of the Bond Purchase Agreement by the Mayor or Mayor Pro Tem of the City. The Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute and deliver the Bond Purchase Agreement.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

SECTION 3. Limited Offering Memorandum. The form and substance of the Preliminary Limited Offering Memorandum for the Bonds and any addenda, supplement or amendment thereto (the "Preliminary Limited Offering Memorandum") and the final Limited Offering Memorandum (the "Limited Offering Memorandum") are hereby in all respects approved and adopted. The Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, as thus approved and delivered, with such appropriate variations as shall be approved by the Mayor or Mayor Pro Tem of the City and the Underwriter, may be used by the Underwriter in the offering and sale of the Bonds. The City Secretary or the Assistant City Secretary is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum and Limited Offering Memorandum and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in the offering of the Bonds is hereby ratified, approved and confirmed and the Preliminary Limited Offering Memorandum is hereby deemed "final" as of its date, within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. Notwithstanding the approval and delivery of such Preliminary Limited Offering Memorandum and Limited Offering Memorandum by the Mayor or Mayor Pro Tem, this City Council, including the Mayor and Mayor Pro Tem, are not responsible for and proclaim no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and Limited Offering Memorandum pertaining to the Development (as defined in the Limited Offering Memorandum), the Developer (as defined in the Limited Offering Memorandum) or their financial ability, or of any builders, any landowners, or the appraisal of the property in the District.

SECTION 4. Continuing Disclosure Agreement. That certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (The Parks at Wilson Creek Public Improvement District Initial Major Improvements Project) Continuing Disclosure Agreement of the Issuer" (the "Continuing Disclosure Agreement") between the City, MuniCap, Inc., and HTS Continuing Disclosure Services, a Division of Hilltop Securities Inc., is hereby authorized and approved in substantially the form attached hereto as **Exhibit C** which is incorporated herein as a part hereof for all purposes and the City Manager, Mayor, and Mayor Pro Tem of the City is authorized and directed to execute and deliver such Continuing Disclosure Agreement with such changes as may be required to carry out the purpose of this Ordinance and as approved by the City Manager, Mayor or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 5. Reimbursement Agreement. That certain "PID Reimbursement Agreement – The Parks at Wilson Creek Public Improvement District" (the "Reimbursement Agreement") between the City and The Parks at Wilson Creek, L.P., a Texas limited partnership, is hereby authorized and approved in substantially the form attached hereto as **Exhibit D** which is incorporated herein as a part hereof for all purposes and the City Manager, Mayor, and Mayor Pro Tem of the City is authorized and directed to execute and deliver such Reimbursement Agreement with such changes as may be required to carry out the purpose of this Ordinance and as approved by the City Manager, Mayor or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 6. Additional Actions. The Mayor, the Mayor Pro Tem, the City Manager, the Assistant City Manager, the Finance Director, and the City Secretary or the Assistant City Secretary are each hereby authorized and directed to take any and all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Ordinance and to issue the Bonds in accordance with the terms of this Ordinance. The Mayor, the Mayor Pro Tem, the City Manager, the Assistant City Manager, the Finance Director, and the City Secretary or the

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

Assistant City Secretary are each hereby authorized and directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in connection with the sale, issuance and delivery of the Bonds and the carrying out of the purposes and intent of this Ordinance or any other certificates, agreements, or other documents subsequent to the delivery of the Bonds which may be necessary or appropriate to carry out or fulfill the purpose and intent of the Service and Assessment Plan and the acquisition and construction of the Initial Major Improvements.

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.

[Remainder of Page Intentionally Left Blank]

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

PASSED AND ADOPTED, this November 9, 2021.

CITY OF CELINA, TEXAS

_____
Mayor

ATTEST:

_____
Assistant City Secretary

(City Seal)

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

EXHIBIT A

INDENTURE OF TRUST

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

INDENTURE OF TRUST

By and Between

CITY OF CELINA, TEXAS

and

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

DATED AS OF DECEMBER 1, 2021

SECURING

$_____
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT
INITIAL MAJOR IMPROVEMENTS PROJECT)

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INDENTURE OF TRUST

THIS INDENTURE, dated as of December 1, 2021 is by and between the CITY OF CELINA, TEXAS (the "City"), and U.S. BANK NATIONAL ASSOCIATION, DALLAS, TEXAS, as trustee (together with its successors, the "Trustee"). Capitalized terms used in the preambles, recitals and granting clauses and not otherwise defined shall have the meanings assigned thereto in Article I.

WHEREAS, a petition was submitted and filed with the City Secretary of the City (the "City Secretary") pursuant to the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the "PID Act"), requesting the creation of a public improvement district located within the corporate limits of the City to be known as The Parks at Wilson Creek Public Improvement District (the "District"); and

WHEREAS, the petition contained the signature of the owner of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Collin Central Appraisal District, and the signature of the property owner who owns taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the District; and

WHEREAS, on August 10, 2021, after due notice, the City Council of the City (the "City Council") held the public hearing in the manner required by law on the advisability of the improvement projects and services described in the petition as required by Section 372.009 of the PID Act and on August 10, 2021, the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2021-58R, 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 August 16, 2021, the City published notice of its authorization of the District in the *Celina Record*, a newspaper of general circulation in the City; and

WHEREAS, no written protests of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after August 16, 2021; and

WHEREAS, on October 12, 2021, the City Council by Resolution No. _____ made findings and determinations relating to the Actual Costs of certain Authorized Improvements, received and accepted a preliminary service and assessment plan and proposed assessment rolls, called public hearings for November 9, 2021 and directed City staff to (i) file said proposed assessment rolls with the City Secretary and to make it available for public inspection as required by Section 372.016(b) of the PID Act, and (ii) publish such notice relating to the November 9, 2021 hearings as required by Section 372.016(b) of the PID; and

WHEREAS, on October 18, 2021, the City Council, pursuant to Section 372.016(b) of the PID Act, published notice of the public hearing in the *Celina Record*, a newspaper of general circulation in the City, to consider the proposed Service and Assessment Plan and the Assessment Roll and the levy of the Assessments on property within the Major Improvement Area of the District; and

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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 Assessments on property in the Major Improvement Area of the District to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Council opened and convened the hearing on November 9, 2021 and at such public hearing all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the proposed Service and Assessment Plan, the proposed Assessment Roll and the Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of estimated costs of the Initial Major Improvements, the purposes of the Assessments, the special benefits of the Initial Major Improvements, and the penalties and interest on Annual Installments and on delinquent Annual Installments of the Assessments, and there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of estimated costs of the Initial Major Improvements, the Assessment Roll, and the levy of the Assessments; and

WHEREAS, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, the City approved Ordinance No. _____, which levied the Assessments and approved the Service and Assessment Plan, in conformity with the requirements of the PID Act; and

WHEREAS, the City Council is authorized by the PID Act to issue its revenue bonds payable from the Assessments for the purpose of (i) paying a portion of the Actual Costs of the Initial Major Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Initial Major Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance; and

WHEREAS, the City Council now desires to issue revenue bonds, in accordance with the PID Act, such bonds to be entitled “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (The Parks at Wilson Creek Public Improvement District Initial Major Improvements Project)”, such Bonds being payable solely from the Trust Estate and for the purposes set forth in the preamble of this Indenture; and

WHEREAS, the Trustee has agreed to accept the trusts herein created upon the terms set forth in this Indenture;

NOW, THEREFORE, the City, in consideration of the foregoing premises and acceptance by the Trustee of the trusts herein created, of the purchase and acceptance of the Bonds by the Owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, CONVEY, PLEDGE, TRANSFER, ASSIGN, and DELIVER to the Trustee for the benefit of the Owners, a security interest in all of the moneys, rights and properties described in the Granting Clauses hereof, as follows (collectively, the “Trust Estate”):

FIRST GRANTING CLAUSE

The Pledged Revenues, as herein defined, and all moneys and investments held in the Pledged Funds, including any and all proceeds thereof and any contract or any evidence of indebtedness related thereto or other rights of the City to receive any of such moneys or

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investments, whether now existing or hereafter coming into existence, and whether now or hereafter acquired; and

SECOND GRANTING CLAUSE

Any and all other property or money of every name and nature which is, from time to time hereafter by delivery or by writing of any kind, conveyed, pledged, assigned or transferred, to the Trustee as additional security hereunder by the City or by anyone on its behalf or with its written consent, and the Trustee is hereby authorized to receive any and all such property or money at any and all times and to hold and apply the same subject to the terms thereof;

TO HAVE AND TO HOLD the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors or assigns;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the benefit of all present and future Owners of the Bonds from time to time issued under and secured by this Indenture, and for enforcement of the payment of the Bonds in accordance with their terms, and for the performance of and compliance with the obligations, covenants, and conditions of this Indenture;

PROVIDED, HOWEVER, that if and to the extent Assessments have been prepaid, the lien on real property associated with such Assessment prepayment shall be released and any rights of the Trustee and the Owners, as provided in this Indenture, to request the City to proceed with foreclosure procedures for the purpose of protecting and enforcing the rights of the Owners with respect to the Assessments levied against such property shall terminate;

PROVIDED, FURTHER, HOWEVER, if the City or its assigns shall well and truly pay, or cause to be paid, the principal or Redemption Price of and the interest on all the Bonds at the times and in the manner stated in the Bonds, according to the true intent and meaning thereof, then this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Indenture is to be and remain in full force and effect;

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated, and delivered and the Trust Estate hereby created, assigned, and pledged is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as hereinafter expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners from time to time of the Bonds as follows:

ARTICLE I

DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.1. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Indenture, the following terms shall have the meanings specified below:

“Account” means any of the accounts established pursuant to Section 6.1 of this Indenture.

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

"Additional Interest" means the amount collected by application of the Additional Interest Rate.

"Additional Interest Rate" means the 0.50% additional interest rate charged on the Assessments pursuant to Section 372.018 of the PID Act.

"Additional Interest Reserve Account" means the reserve account administered by the City and segregated from other funds of the City in accordance with the provisions of Section 6.7 of this Indenture.

"Additional Interest Reserve Requirement" means an amount equal to 5.50% of the principal amount of the Outstanding Bonds to be funded from Assessment Revenues to be deposited to the Pledged Revenue Fund and transferred to the Additional Interest Reserve Account.

"Additional Major Improvement Assessments" means the aggregate assessments, as shown on the Additional Major Improvement Assessment Roll which are levied against the property within the Major Improvement Area of the District but which are not security for the Bonds.

"Additional Major Improvement Assessment Ordinance" means Ordinance No. 2021-_____ adopted by the City Council on November 9, 2021, which levied the Additional Major Improvement Assessments against the property within the Major Improvement Area of the District.

"Additional Major Improvement Assessment Roll" means the assessment roll attached as Appendix H to the Service and Assessment Plan or any other assessment roll in an amendment or supplement to the Service and Assessment Plan or in an Annual Service Plan Update related to the Additional Major Improvement Assessments.

"Additional Major Improvements" means Authorized Improvements which benefit all of the Assessed Property within the District and which are constructed after the Initial Major Improvements, as described in Section III.C of the Service and Assessment Plan. Although subject to change, current plans anticipate that the Additional Major Improvements will be constructed with the development of the second through fifth construction phase of development.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

"Additional Obligations" means any bonds or obligations, including specifically, any installment contracts, reimbursement agreements, temporary notes or time warrants secured in whole or in part by an assessment, other than the Assessments securing the Bonds, levied against property within the District, including, but not limited to the Additional Major Improvement Assessments levied against the Major Improvement Area at the same time as the Assessments, in accordance with the PID Act.

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

"Administrative Fund" means that Fund established by Section 6.1 and administered pursuant to Section 6.9 hereof.

"Administrator" means an employee of the City or third-party designee of the City who shall have the responsibilities provided in the Service and Assessment Plan, this Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District. The initial Administrator is MuniCap, Inc.

"Annual Debt Service" means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds in such Bond Year, assuming that the Outstanding Bonds are retired as scheduled (including by reason of Sinking Fund Installments), and (ii) the principal amount of the Outstanding Bonds due in such Bond Year (including any Sinking Fund Installments due in such Bond Year).

"Annual Installment" means, with respect to each Assessed Parcel, each annual payment of the Assessments (including both principal of and interest on the Assessments) as shown on the Assessment Roll attached to the Service and Assessment Plan as Appendix G and related to the Initial Major Improvements; which annual payment includes Administrative Expenses and the Additional Interest collected on each annual payment of the Assessments as described in Section 6.7 herein and as defined and calculated in the Service and Assessment Plan or in any Annual Service Plan Update.

"Annual Service Plan Update" means the annual review and update of the Service and Assessment Plan required by the PID Act and the Service and Assessment Plan.

"Applicable Laws" means the PID Act, and all other laws or statutes, rules, or regulations, and any amendments thereto, of the State of Texas or of the United States, by

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

which the City and its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived.

"Assessed Parcel" means each parcel of land located within the Major Improvement Area of the District against which an Assessment is levied by the Assessment Ordinance in accordance with the Service and Assessment Plan.

"Assessed Property" means, collectively, all Assessed Parcels.

"Assessment Ordinance" means Ordinance No. 2021-_____ adopted by the City Council on November 9, 2021, which levied the Assessments on the Assessed Property located within the Major Improvement Area of the District.

"Assessment Roll" means the assessment roll attached as Appendix G to the Service and Assessment Plan or any other assessment roll in an amendment or supplement to the Service and Assessment Plan or in an Annual Service Plan Update, showing the total amount of the Assessment against each Assessed Parcel related to the Bonds and the Initial Major Improvements, as updated, modified, or amended from time to time in accordance with the terms of the Service and Assessment Plan and the PID Act.

"Assessments" means the aggregate assessments, as shown on the Assessment Roll. The singular of such term means the assessment levied against an Assessed Parcel, including the portion to be paid for Administrative Expenses, as shown on the Assessment Roll, subject to reallocation upon the subdivision of an Assessed Parcel, or consolidation of multiple Assessed Parcels, or reduction according to the provisions of the Service and Assessment Plan and the PID Act. For clarity, the term Assessments does not include the Additional Major Improvement Assessments levied against the property within the Major Improvement Area by the Additional Major Improvement Assessment Ordinance.

"Assessment Revenue" means monies collected by or on behalf of the City from any one or more of the following: (i) an Assessment levied against an Assessed Parcel, or Annual Installment payment thereof, including any interest on such Assessment or Annual Installment thereof during any period of delinquency, (ii) a Prepayment, and (iii) Foreclosure Proceeds.

"Authorized Denomination" means $25,000 and any integral multiple of $1,000 in excess thereof; provided, however, that if the total principal amount of any Outstanding Bond is less than $25,000, then the Authorized Denomination of such Outstanding Bond shall be the amount of such Outstanding Bond.

"Authorized Improvements" means improvements authorized by Section 372.003 of the PID Act, including those listed in Section III of the Service and Assessment Plan.

"Bond" means any of the Bonds.

"Bond Counsel" means Norton Rose Fulbright US LLP or any other attorney or firm of attorneys designated by the City that is nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Date" means the date designated as the initial date of the Bonds by Section 3.2(a) of this Indenture.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

"Bond Fund" means the Fund of such name established pursuant to Section 6.1 and administered as provided in Section 6.4.

"Bond Ordinance" means Ordinance No. 2021-_____ adopted by the City Council on November 9, 2021, authorizing the issuance of the Bonds pursuant to this Indenture.

"Bond Pledged Revenue Account" means the Account of such name established pursuant to Section 6.1.

"Bonds" means the City's bonds authorized to be issued by Section 3.1(a) of this Indenture entitled "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (The Parks at Wilson Creek Public Improvement District Initial Major Improvements Project)"

"Bond Year" means the one-year period beginning on September 1 in each year and ending on August 31 in the following year.

"Business Day" means any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the City or the Trustee.

"Capitalized Interest Account" means the Account of such name established pursuant to Section 6.1.

"Certification for Payment" means a certificate substantially in the form of Exhibit A to the PID Reimbursement Agreement or otherwise approved by the Developer and a City Representative executed by a Person approved by a City Representative, delivered to a City Representative and the Trustee specifying the amount of work performed related to the Initial Major Improvements and the Actual Costs thereof, and requesting payment for such Actual Costs from money on deposit in an account of the Project Fund as further described in the PID Reimbursement Agreement and Section 6.5 herein.

"City Certificate" means a certificate signed by the City Representative and delivered to the Trustee.

"City Representative" means any official or agent of the City authorized by the City Council to undertake the action referenced herein.

"Closing Date" means the date of the initial delivery of and payment for the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

"Costs of Issuance Account" means the Account of such name established pursuant to Section 6.1.

"Defeasance Securities" means Investment Securities then authorized by applicable law for the investment of funds to defease public securities.

"Delinquent Collection Costs" means the costs related to the foreclosure on an Assessed Parcel and the costs of collection of a delinquent Assessment in accordance with the PID Act,

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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 The Parks at Wilson Creek, L.P., a Texas limited partnership, and its successors and assigns.

"Development Agreement**"** means that certain "Amended and Restated Development Agreement (The Parks at Wilson Creek)" entered into as of September 8, 2015 by and between the City, , Developer and the Testamentary Trust Created Under the Will of Moses Hubbard, Deceased, Probate No. 1762-1906, Probate Court, Collin County Texas and Second Amendment and Restatement of Moses and Mary Jane Hubbard Trust UWD January 5th, 1897, related to the property within the PID, recorded in the real property records of Collin County, Texas, as Document No. 20150917001181960 on September 17, 2015, as amended by that certain "First Amendment to Amended and Restated Development Agreement (The Parks at Wilson Creek)" entered into as of October 8, 2019, by and between the City and Developer, recorded in the real property records of Collin County, Texas, as Document No. 20191021001322210 on October 12, 2019, as further amended by that certain "Second Amendment to Amended and Restated Development Agreement (The Parks at Wilson Creek)" entered into as of September 14, 2021, by and between the City and Developer, recorded in the real property records of Collin County, Texas, as Document No. 20210923001945090 on September 23, 2021, and as the same may be amended from time to time.

"District Administration Account" means the Account of such name established pursuant to Section 6.1.

"DTC" shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" shall mean brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Foreclosure Proceeds" means the proceeds, including interest and penalty interest, received by the City from the enforcement of the Assessments against any Assessed Parcel(s), whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Costs.

"Fund" means any of the funds established pursuant to Section 6.1 of this Indenture.

"Future Phase" means construction phases that are fully developed after Phase #1, as such areas are generally depicted and described in the Service and Assessment Plan or an Annual Service Plan Update.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

"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.

"Initial Major Improvements" means the Major Improvement Area's allocable portion of the Authorized Improvements which will benefit all of the property within the District, and which are anticipated to be constructed concurrently with the development of Phase #1 of the project, and as more particularly described in Section III.B of the Service and Assessment Plan.

"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 on March 1, 2022.

"Investment Securities" means those authorized investments described in the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended; and provided further investments are, at the time made, included in and authorized by the City's official investment policy as approved by the City Council from time to time.

"Major Improvement Area" means the property within the District excluding Phase #1, as further identified and depicted in the Service and Assessment Plan.

"Maximum Annual Debt Service" means the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds.

"Minor Amount Redemption" means a redemption, pursuant to Section 4.4 of this Indenture, of a principal amount of Bonds that is less than ten percent (10%) of the Outstanding principal amount of the Bonds.

"Outstanding" means, as of any particular date when used with reference to the Bonds, all Bonds authenticated and delivered under this Indenture except (i) any Bond that has been canceled by the Trustee (or has been delivered to the Trustee for cancellation) at or before such date, (ii) any Bond for which the payment of the principal or Redemption Price of and interest on such Bond shall have been made as provided in Article IV, and (iii) any Bond in lieu of or in substitution for which a new Bond shall have been authenticated and delivered pursuant to Section 3.10 herein.

"Owner" means the Person who is the registered owner of a Bond or Bonds, as shown in the Register, which shall be Cede & Co., as nominee for DTC, so long as the Bonds are in book-entry only form and held by DTC as securities depository in accordance with Section 3.11 herein.

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"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.

"Phase #1" means the initial phase to be developed in the District, as further identified and depicted in the Service and Assessment Plan.

"Phase #1 Bonds" means the City's bonds authorized to be issued pursuant to the Phase #1 Bond Indenture and entitled "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (The Parks at Wilson Creek Public Improvement District Phase #1 Project)"

"PID Act" means Texas Local Government Code, Chapter 372, as amended.

"PID Reimbursement Agreement" means the "PID Reimbursement Agreement – The Parks at Wilson Creek" between the City and the Developer, dated as of November 9, 2021 which provides for the payment of costs to the Developer for funds advanced by the Developer and used to pay costs of the Authorized 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 of such name established pursuant to Section 6.1 and administered pursuant to Section 6.3 herein.

"Pledged Revenues" means the sum of (i) Assessment Revenue less the Administrative Expenses and (ii) any additional revenues that the City may pledge to the payment of Bonds.

"Prepayment" means the payment of all or a portion of an Assessment before the due date thereof.

"Principal and Interest Account" means the Account of such name established pursuant to Section 6.1.

"Project Fund" means that fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.5 herein.

"Purchaser" means the initial purchaser of the Bonds.

"Rebate Amount" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Rebate Fund" means that fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.8 herein.

"Record Date" means the close of business on the fifteenth calendar day (whether or not a Business Day) of the month next preceding an Interest Payment Date.

"Redemption Fund" means that fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.6 herein.

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"Redemption Price" means, when used with respect to any Bond or portion thereof, the amount of par plus accrued and unpaid interest to the date of redemption.

"Refunding Bonds" means bonds issued pursuant to the PID Act and/or Chapter 1207 of the Texas Government Code or any other applicable law of the State of Texas (each as amended) to refund all or any portion of the then Outstanding Bonds.

"Register" means the register specified in Article III of this Indenture.

"Reserve Account" means the Account of such name established pursuant to Section 6.1.

"Reserve Account Requirement" means the least of: (i) Maximum Annual Debt Service on the Bonds as of the Closing Date, (ii) 125% of average Annual Debt Service on the Bonds as of the Closing Date, or (iii) 10% of the lesser of the principal amount of the Outstanding Bonds or the original issue price of the Bonds. As of the Closing Date, the Reserve Account Requirement is $_____, which is an amount equal to the [Maximum Annual Debt Service on the Bonds as of the Closing Date.]

"Reserve Fund" means that fund of such name established pursuant to Section 6.1 and administered in Section 6.7 herein.

"Service and Assessment Plan" means the "The Parks at Wilson Creek Public Improvement District Service and Assessment Plan" dated November 9, 2021, including the Assessment Roll, as hereinafter amended, updated, and/or restated by an Annual Service Plan Update or otherwise, a version of which is attached as an exhibit to the Assessment Ordinance.

"Sinking Fund Installment" means the amount of money to redeem or pay at maturity the principal of Bonds payable from such installments at the times and in the amounts provided in Section 4.2 herein.

"Stated Maturity" means the date the Bonds, or any portion of the Bonds, as applicable, are scheduled to mature without regard to any redemption or prepayment.

"Substantial Amount Redemption" means a redemption, pursuant to Section 4.4 of this Indenture, of a principal amount of Bonds that is greater than or equal to ten percent (10%) of the Outstanding principal amount of the Bonds.

"Supplemental Indenture" means an indenture which has been duly executed by the Trustee and the City Representative pursuant to an ordinance adopted by the City Council and which indenture amends or supplements this Indenture, but only if and to the extent that such indenture is specifically authorized hereunder.

"Tax Certificate" means the Certificate as to Tax Exemption delivered by the City on the Closing Date for the Bonds setting forth the facts, estimates and circumstances in existence on the Closing Date which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the interest on such Bonds to be included in the gross income of the Owners thereof for Federal income tax purposes.

"Trust Estate" means the Trust Estate described in the granting clauses of this Indenture.

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"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 Trust Estate shall be valid and binding and fully perfected from and after the Closing Date, without physical delivery or transfer of control of the Trust Estate, the filing of this Indenture or any other act; all as provided in Texas Government Code, Chapter 1208, as amended, which applies to the issuance of the Bonds and the pledge of the Trust Estate granted by the City under this Indenture, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are Outstanding such that the pledge of the Trust Estate granted by the City under this Indenture is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

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 of the Bonds.

The Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including particularly the PID Act, as amended. The Bonds shall be issued in the aggregate principal amount of $_____ for the purpose of (i) paying a portion of the Actual Costs of the Initial Major Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Initial Major Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance.

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Section 3.2. Date, Denomination, Maturities, Numbers and Interest.

(a) The Bonds shall be dated December 7, 2021 and shall be issued in Authorized Denominations. The Bonds shall be in fully registered form, without coupons, and shall be numbered separately from R-1 upward, except the Initial Bond, which shall be numbered T-1.

(b) Interest shall accrue and be paid on each Bond from the later of the Closing Date 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, 2022 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:

Year	Principal Amount ($)	Interest Rate (%)

(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 certified copy of the Assessment Ordinance;

(b) a certified copy of the Bond Ordinance;

(c) a copy of the executed PID Reimbursement Agreement;

(d) a copy of this Indenture executed by the Trustee and the City; and

(e) 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.

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(b) Interest on the Bonds shall be payable to the Owners thereof as shown in the Register at the close of business on the relevant Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Trustee, if and when funds for the payment of such interest have been received from or on behalf of the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

(c) Interest on the Bonds shall be paid by check, dated as of the Interest Payment Date, and sent, United States mail, first-class, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each Owner as such appears in the Register or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, the Owner shall bear all risk and expense of such other banking arrangement.

(d) The principal of each Bond shall be paid to the Owner of such Bond on the due date thereof, whether at the maturity date or the date of prior redemption thereof, upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in Section 3.2 of this Indenture.

(f) Unclaimed payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner 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 Owner of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to any applicable escheat law or similar law of the State of Texas.

Section 3.5. Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor or Mayor Pro Tem and City Secretary or Assistant 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

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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 ceases to hold such office before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Indenture unless and until there appears thereon the Certificate of Trustee substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Trustee. It shall not be required that the same officer or authorized signatory of the Trustee sign the Certificate of Trustee on all of the Bonds. In lieu of the executed Certificate of Trustee described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his or her duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas, is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Bond representing the entire principal amount of all Bonds, payable in stated installments to the Purchaser or its designee, executed with the manual or facsimile signatures of the Mayor or Mayor Pro Tem and the City Secretary or Assistant 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

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Paying Agent/Registrar represents and warrants that it will file and maintain a copy of the Register with the City, and shall cause the Register to be current with all registration and transfer information as from time to time may be applicable.

(b) A Bond shall be transferable only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and bearing the same interest rate and in any Authorized Denomination and in an aggregate principal amount equal to the unpaid principal amount of the Bond presented for exchange.

(d) The Trustee is hereby authorized to authenticate and deliver Bonds transferred or exchanged for other Bonds in accordance with this Section. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first-class, postage prepaid, to the Owner or his designee. Each transferred Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such transferred Bond is delivered.

(e) Each exchange Bond delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(f) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different Authorized Denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Bond.

(g) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond or portion thereof called for redemption prior to maturity within forty-five (45) days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond redeemed in part.

Section 3.8. Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Indenture, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Indenture, shall be cancelled, and proper records shall be made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall dispose of cancelled Bonds in accordance with the records retention requirements of the Trustee.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

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.

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(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

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interest checks or drafts being mailed to the registered owner at the close of business on the relevant Record Date, the word "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

Section 3.12. Successor Securities Depository: Transfer Outside Book-Entry-Only System.

In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the letter of representations from the City to DTC, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Indenture.

Section 3.13. Payments to Cede & Co.

Notwithstanding any other provision of this Indenture to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds shall be made and given, respectively, in the manner provided in the blanket letter of representations from the City to DTC.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.1. Limitation on Redemption.

The Bonds shall be subject to redemption before their scheduled maturity only as provided in this Article IV.

Section 4.2. Mandatory Sinking Fund Redemption.

(a) The Bonds are subject to mandatory sinking fund redemption prior to their stated maturity and will be redeemed by the City in part at the Redemption Price from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)

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* maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)

* maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)

* maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)

* maturity

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

(b) At least forty-five (45) days prior to each mandatory sinking fund redemption date, and subject to any prior reduction authorized by subparagraphs (c) and (d) of this Section 4.2, the Trustee shall select a principal amount of Bonds (in accordance with Section 4.5) of such maturity equal to the Sinking Fund Installment amount of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in Section 4.6.

(c) The principal amount of Bonds of a stated maturity required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least forty-five (45) days prior to the mandatory sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

(d) The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Bonds which, at least forty-five (45) days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.3. Optional Redemption.

The City reserves the right and option to redeem Bonds maturing on or after September 1, 20__, before their respective scheduled maturity dates, in whole or in part, on any date on or after September 1, 20__, such redemption date or dates to be fixed by the City, at the Redemption Price.

Section 4.4. Extraordinary Optional Redemption.

Notwithstanding any provision in this Indenture to the contrary, the City reserves the right and option to redeem Bonds before their respective scheduled maturity dates, in whole or in part and in an amount specified in a City Certificate, on the first day of any month, at the Redemption Price of such Bonds, or portions thereof, to be redeemed plus accrued interest to the date of redemption from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund made pursuant to Sections 6.3(d), 6.7(b), or 6.7(d), any other transfers to the Redemption Fund under the terms of this Indenture, or as a result of unexpended amounts transferred from the Project Fund pursuant to the terms of this Indenture). The City will provide the Trustee a City Certificate directing the Bonds to be redeemed pursuant to this Section 4.4 in accordance with the provisions of Section 4.5 hereof

Section 4.5. Partial Redemption.

(a) If less than all of the Bonds are to be redeemed pursuant to Sections 4.2, 4.3, or 4.4, Bonds shall be redeemed in minimum principal amounts of $1,000 or any integral thereof. Each Bond shall be treated as representing the number of bonds that is obtained by dividing the principal amount of such Bonds by $1,000. No redemption shall result in a Bond in a denomination of less than the Authorized Denomination in effect at that time; provided, however, if the amount of the Outstanding Bond is less than an Authorized Denomination after

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giving effect to such partial redemption, a Bond in the principal amount equal to the unredeemed portion, but not less than $1,000, may be issued.

(b) In selecting the Bonds to be redeemed pursuant to Section 4.2, the Trustee may select Bonds in any method that results in a random selection.

(c) In selecting the Bonds to be redeemed pursuant to Section 4.3, the Trustee may rely on the directions provided in a City Certificate.

(d) If less than all of the Bonds are called for extraordinary optional redemption pursuant to Section 4.4 hereof, the Bonds or portion of a Bond, as applicable, to be redeemed shall be selected in the following manner:

(i) with respect to a Substantial Amount Redemption, the principal amount called for redemption shall be allocated on a pro rata basis among all Outstanding Bonds; and

(ii) with respect to a Minor Amount Redemption, the Outstanding Bonds shall be redeemed in inverse order of maturity.

(e) Upon surrender of any Bond for redemption in part, the Trustee, in accordance with Section 3.7 of this Indenture, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

Section 4.6. Notice of Redemption to Owners.

(a) The Trustee shall give notice of any redemption of Bonds by sending notice by United States mail, first-class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond or portion thereof to be redeemed, at the address shown in the Register. So long as the Bonds are in book-entry-only form and held by DTC as security depository, references to Owner in this Indenture means Cede & Co., as nominee for DTC.

(b) The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the 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

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receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

Section 4.7. Payment Upon Redemption.

(a) The Trustee shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the Redemption Fund or otherwise received by the Trustee from the City and shall use such funds solely for the purpose of paying the Redemption Price on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the Designated Payment/Transfer Office of the Trustee on or after the date fixed for redemption, the Trustee shall pay the Redemption Price on such Bond to the date of redemption from the moneys set aside for such purpose.

Section 4.8. Effect of Redemption.

Notice of redemption having been given as provided in Section 4.6 of this Indenture, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption provided that funds for the payment of the Redemption Price of such Bonds to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

ARTICLE V

FORM OF THE BONDS

Section 5.1. Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Trustee, and the Assignment to appear on each of the Bonds, (i) shall be substantially in the form set forth in Exhibit A to this Indenture with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Indenture, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

Section 5.2. CUSIP Registration.

The City may secure identification numbers through the CUSIP Services, managed by S&P Global Market Intelligence on behalf of The American Bankers Association, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof; and none of the City, the Trustee, nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 5.3. Legal Opinion.

The approving legal opinion of Bond Counsel may be printed on or attached to each Bond over the certification of the City Secretary or Assistant City Secretary of the City, which may be executed in facsimile.

ARTICLE VI

FUNDS AND ACCOUNTS

Section 6.1. Establishment of Funds and Accounts.

(a) Creation of Funds. The following Funds are hereby created and established under this Indenture:

(i) Pledged Revenue Fund;

(ii) Bond Fund;

(iii) Project Fund;

(iv) Reserve Fund;

(v) Redemption Fund;

(vi) Rebate Fund; and

(vii) Administrative Fund.

(b) Creation of Accounts.

(i) The following Account is hereby created and established under the Pledged Revenue Fund:

(A) Bond Pledged Revenue Account.

(ii) The following Accounts are hereby created and established under the Bond Fund:

(A) Capitalized Interest Account; and

(B) Principal and Interest Account.

(iii) The following Accounts are hereby created and established under the Project Fund:

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

(A) Initial Major Improvement Account; and

(B) Costs of Issuance Account.

(iv) The following Accounts are hereby created and established under the Reserve Fund:

(A) Reserve Account; and

(B) Additional Interest Reserve Account.

(v) The following Account is hereby created and established under the Administrative Fund:

(A) District Administration Account.

(c) Each Fund and each Account created within such Fund shall be maintained by the Trustee separate and apart from all other funds and accounts of the City. The Pledged Funds shall constitute trust funds which shall be held in trust by the Trustee as part of the Trust Estate solely for the benefit of the Owners of the Bonds.

(d) Interest earnings and profit on each respective Fund and Account established by this Indenture shall be applied or withdrawn for the purposes of such Fund or Account as specified below.

Section 6.2. Initial Deposits to Funds and Accounts.

(a) The proceeds from the sale of the Bonds shall be paid to the Trustee and deposited or transferred by the Trustee as follows:

(i) to the Capitalized Interest Account of the Bond Fund: $_____;

(ii) to the Initial Major Improvement Account of the Project Fund: $_____;

(iii) to the Costs of Issuance Account of the Project Fund: $_____;

(iv) to the Reserve Account of the Reserve Fund: $_____; and

(v) to the District Administration Account of the Administrative Fund: $_____.

Section 6.3. Pledged Revenue Fund.

(a) On or before February 15 of each year while the Bonds are Outstanding and beginning February 15, 2023, the City shall deposit or cause to be deposited the Pledged Revenues into the Pledged Revenue Fund. From amounts deposited into the Pledged Revenue Fund, the City shall deposit or cause to be deposited Pledged Revenues as follows: (i) first, to the Bond Pledged Revenue Account of the Pledged Revenue Fund in an amount sufficient to pay debt service on the Bonds next coming due, (ii) second, to the Reserve Account of the Reserve Fund in an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement, in accordance with Section 6.7(a) hereof, (iii) third, to the Additional Interest Reserve Account of the Reserve Fund in an amount equal to the Additional Interest collected, in accordance with Section 6.7(b) hereof, (iv) fourth, to pay Actual Costs of the Initial Major Improvements, and (v) fifth, to pay other costs permitted by the PID Act.

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(b) From time to time as needed to pay the obligations relating to the Bonds, but no later than five (5) Business Days before each Interest Payment Date, the Trustee shall withdraw from the Bond Pledged Revenue Account and transfer to the Principal and Interest Account of the Bond Fund, an amount, taking into account any amounts then on deposit in such Principal and Interest Account and any expected transfers from the Capitalized Interest Account to the Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Bonds on the next Interest Payment Date.

(c) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 6.7 herein, there are insufficient funds to make the payments provided in paragraph (b) above, the Trustee shall apply the available funds in the Principal and Interest Account first, to the payment of interest and, second, to the payment of principal (including any Sinking Fund Installments) on the Bonds, as described in Section 11.4(a) hereof.

(d) Notwithstanding Section 6.3(a) hereof, the Trustee shall deposit Prepayments to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer such Prepayments to the Redemption Fund.

(e) Notwithstanding Section 6.3(a) hereof, the Trustee shall deposit Foreclosure Proceeds to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer Foreclosure Proceeds first, to the Reserve Account to restore any transfers from the Reserve Account made with respect to the Assessed Parcel(s) to which the Foreclosure Proceeds relate, second, to the Additional Interest Reserve Account to restore any transfers from the Additional Interest Reserve Account made with respect to the Assessed Parcel(s) to which the Foreclosure Proceeds relate, and third, to the Redemption Fund.

(f) After satisfaction of the requirement to provide for the payment of the principal and interest on the Bonds and to fund any deficiency that may exist in an account of the Reserve Fund, the City may direct the Trustee by City Certificate to apply Assessments for any lawful purposes permitted by the PID Act for which Assessments may be paid.

(g) Any additional Pledged Revenues remaining after the satisfaction of the foregoing shall be applied by the Trustee, as instructed by the City pursuant to a City Certificate, for any lawful purpose permitted by the PID Act for which such additional Pledged Revenues may be used, including transfers to other Funds and Accounts created pursuant to this Indenture.

Section 6.4. Bond Fund.

(a) On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and/or interest then due and payable on the Bonds, less any amount to be used to pay interest on the Bonds on such Interest Payment Date from the Capitalized Interest Account as provided below.

(b) If amounts in the Principal and Interest Account are insufficient for the purposes set forth in paragraph (a) above, the Trustee shall withdraw from the Reserve Fund amounts to cover the amount of such insufficiency in the order described in Section 6.7(f) hereof. Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

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(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:

Date	Amount ($)

Any amounts on deposit in the Capitalized Interest Account after the payment of interest on the dates and in the amounts listed above shall be transferred to the Initial Major Improvement Account of the Project Fund, or if the Initial Major Improvement Account has been closed as provided in Section 6.5(e) herein, such amounts shall be transferred to the Redemption Fund to be used to redeem Bonds.

Section 6.5. Project Fund.

(a) Money on deposit in the Project Fund shall be used for the purposes specified in Section 3.1 hereof.

(b) Disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee to pay costs of issuance of the Bonds pursuant to one or more City Certificates. Disbursements from the other Accounts of the Project Fund to pay Actual Costs of the Initial Major Improvements shall be made by the Trustee upon receipt by the Trustee of either properly executed and completed Certification for Payment or written direction from the City or its designee approving the disbursement to the Developer or the Developer's designee. The disbursement of funds from the Initial Major Improvement Account pursuant to a Certification 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, are herein incorporated by reference and deemed set forth herein in full.

(c) If the City Representative determines in his or her sole discretion that amounts then on deposit in the Initial Major Improvement Account of the Project Fund are not expected to be expended for purposes of such Account due to the abandonment, or constructive abandonment, of the Initial Major Improvements, such that, in the opinion of the City Representative, it is unlikely that the amounts in the Initial Major Improvement Account of the Project Fund will ever be expended for the purposes of the Account, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the Initial Major Improvement Account of the Project Fund that are not expected to be used for purposes of such Account. If such City Certificate is so filed, the amounts on deposit in the Initial 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.

(d) In making any determination pursuant to this Section, the City Representative may conclusively rely upon a certificate of an Independent Financial Consultant.

(e) Upon the filing of a City Certificate stating that all Initial Major Improvements have been completed and that all Actual Costs of the Initial Major Improvements have been paid, or that any such Actual Costs of the Initial Major Improvements are not required to be paid from the Initial Major Improvement Account of the Project Fund pursuant to a Certificate

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for Payment, the Trustee (i) shall transfer the amount, if any, remaining within the Initial Major Improvement Account of the Project Fund to the Bond Fund and (ii) shall close the Initial Major Improvement Account. If the Initial Major Improvement Account has been closed as provided above, and the Cost of Issuance Account of the Project Fund has been closed pursuant to the provisions of Section 6.5(f), the Project Fund shall be closed.

(f) Not later than six months following the Closing Date, or 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 of the Project Fund and used to pay Actual Costs or to the Principal and Interest Account of the Bond Fund and used to pay interest on the Bonds, as directed by the City in a City Certificate filed with the Trustee, and the Costs of Issuance Account shall be closed.

Section 6.6. Redemption Fund.

(a) The Trustee shall cause to be deposited to the Redemption Fund from the Bond Pledged Revenue Account of the Pledged Revenue Fund an amount sufficient to redeem Bonds as provided in Sections 4.3 and 4.4 on the dates specified for redemption as provided in Sections 4.3 and 4.4. Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee to redeem Bonds as provided in Article IV.

Section 6.7. Reserve Fund.

(a) The City agrees with the Owners of the Bonds to accumulate from the deposits described in Section 6.3(a) hereof, and when accumulated, maintain in the Reserve Account of the Reserve Fund, an amount equal to not less than the Reserve Account Requirement except to the extent such deficiency is due to the application of Section 6.7(d) hereof. All amounts deposited in the Reserve Account of the Reserve Fund shall be used and withdrawn by the Trustee for the purpose of making transfers to the Principal and Interest Account of the Bond Fund as provided in this Indenture.

(b) The Trustee, if needed, will transfer from the Bond Pledged Revenue Account of the Pledged Revenue Fund to the Additional Interest Reserve Account on March 1 and September 1 of each year, commencing March 1, 2023, an amount equal to the Additional Interest until the Additional Interest Reserve Requirement has been has accumulated in the Additional Interest Reserve Account. If the amount on deposit in the Additional Interest Reserve Account shall at any time be less than the Additional Interest Reserve Requirement, the Trustee shall notify the City, in writing, of the amount of such shortfall, and the City shall resume collecting the Additional Interest and shall file a City Certificate with the Trustee instructing the Trustee to resume depositing the Additional Interest from the Bond Pledged Revenue Account of the Pledged Revenue Fund into the Additional Interest Reserve Account until the Additional Interest Reserve Requirement has been accumulated in the Additional Interest Reserve Account; provided, however, that the City shall not be required to replenish the Additional Interest Reserve Account in the event funds are transferred from the Additional Interest Reserve Account to the Redemption Fund as a result of an extraordinary optional redemption of Bonds from the proceeds of a Prepayment pursuant to Section 4.4 of this Indenture. In the event the amount on deposit in the Additional Interest Reserve Account is less than the Additional Interest Reserve Requirement then the deposits described in the immediately preceding sentence shall continue until the Additional Interest Reserve Account has been fully replenished. If, after such deposits, there is surplus Additional Interest remaining, the Trustee shall transfer such surplus Additional Interest to the Redemption Fund,

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and shall notify the City of such transfer in writing. In calculating the amounts to be transferred pursuant to this Section, the Trustee may conclusively rely on the Annual Installments as shown on the Assessment Roll in the Service and Assessment Plan or an Annual Service Plan Update, unless and until it receives a City Certificate directing that a different amount be used.

(c) Whenever a transfer is made from an Account of the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn and the source of said funds.

(d) Whenever Bonds are to be redeemed with the proceeds of Prepayments pursuant to Section 4.4, the Trustee shall transfer, on the Business Day prior to the redemption date (or on such other date as agreed to by the City and the Trustee), from the Reserve Account of the Reserve Fund to the Redemption Fund, an amount specified in a City Certificate to be applied to the redemption of the Bonds. The amount so transferred from the Reserve Account of the Reserve Fund shall be equal to the principal amount of Bonds to be redeemed with Prepayments multiplied by the lesser of: (i) the amount required to be in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds prior to the redemption, and (ii) the amount actually in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds prior to the redemption. If after such transfer, and after applying investment earnings on the Prepayments toward payment of accrued interest, there are insufficient funds in the Redemption Fund to pay the principal amount plus accrued and unpaid interest to the date fixed for redemption of the Bonds to be redeemed, as identified in the City Certificate, as a result of such Prepayments and as a result of the transfer from the Reserve Account under this Section 6.7(d), the Trustee shall transfer an amount equal to the shortfall, and/or any additional amounts necessary to permit the Bonds to be redeemed in minimum principal amounts of $1,000, from the Additional Interest Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds.

(e) Whenever, on any Interest Payment Date, or on any other date at the written request of a City Representative, the amount in the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall provide written notice to the City Representative of the amount of the excess. Such excess shall be transferred to the Principal and Interest Account to be used for the payment of debt service on the Bonds on the next Interest Payment Date in accordance with Section 6.4 hereof, unless within thirty days of such notice to the City Representative, the Trustee receives a City Certificate instructing the Trustee to apply such excess: (i) to pay amounts due under Section 6.8 hereof, (ii) to a specified Account of the Project Fund if such application and the expenditure of funds is expected to occur within three years of the date hereof, or (iii) for such other use specified in such City Certificate if the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that such alternate use will not adversely affect the exemption from federal income tax of the interest on any Bond.

(f) Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds due on such date, the Trustee shall transfer first, from the Additional Interest Reserve Account of the Reserve Fund to the Bond Fund and second, from the Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency.

(g) At the final maturity of the Bonds, the amount on deposit in the Reserve Account and the Additional Interest Reserve Account shall be transferred to the Principal and Interest Account of the Bond Fund and applied to the payment of the principal of the Bonds.

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(h) If, after a Reserve Account withdrawal pursuant to Section 6.7(f), the amount on deposit in the Reserve Account of the Reserve Fund is less than the Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account of the Reserve Fund the amount of such deficiency, in accordance with Section 6.3.

(i) If the amount held in the Reserve Fund together with the amount held in the Bond Fund and Redemption Fund is sufficient to pay the principal amount of all Outstanding Bonds on the next Interest Payment Date, together with the unpaid interest accrued on such Outstanding Bonds as of such Interest Payment Date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Outstanding Bonds as of such Interest Payment Date.

Section 6.8. Rebate Fund: Rebate Amount.

(a) There is hereby established a special fund of the City to be designated "City of Celina, Texas, Rebate Fund" (the "Rebate Fund") to be held by the Trustee in accordance with the terms and provisions of this Indenture. Amounts on deposit in the Rebate Fund shall be used solely for the purpose of paying amounts relating to the Bonds due the United States Government in accordance with the Code.

(b) In order to assure that Rebate Amount is paid to the United States rather than to a third party, investments of funds on deposit in the Rebate Fund shall be made in accordance with the Code and the Tax Certificate.

(c) The Trustee conclusively shall be deemed to have complied with the provisions of this Section and Section 7.5(h) and shall not be liable or responsible if it follows the instructions of the City and shall not be required to take any action under this Section and Section 7.5(h) in the absence of written instructions from the City.

(d) If, on the date of each annual calculation, the amount on deposit in the Rebate Fund exceeds the Rebate Amount, the City may direct the Trustee, pursuant to a City Certificate, to transfer the amount in excess of the Rebate Amount to the Bond Fund.

Section 6.9. Administrative Fund.

(a) The City shall deposit or cause to be deposited to the District Administration Account of the Administrative Fund the amounts collected each year to pay Administrative Expenses and Delinquent Collection Costs.

(b) Moneys in the District Administration Account of the Administrative Fund shall be held by the Trustee separate and apart from the other Funds and Accounts created and administered hereunder and used as directed by a City Certificate solely for the purposes set forth in the Service and Assessment Plan.

Section 6.10. Investment of Funds.

(a) Money in any Fund or Account established pursuant to this Indenture shall be invested by the Trustee as directed by the City pursuant to a City Certificate filed with the Trustee at least two (2) days in advance of the making of such investment. The money in account Fund or Account shall be invested in 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

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obligations the principal and interest on which are unconditionally guaranteed by, the United States of America, in obligations of any agencies or instrumentalities thereof, or in such other investments as are permitted under the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended, or any successor law, as in effect from time to time; provided that all such deposits and investments shall be made in such manner (which may include repurchase agreements for such investment with any primary dealer of such agreements) that the money required to be expended from any Fund will be available at the proper time or times. Notwithstanding the preceding sentence, amounts in the Additional Interest Reserve Account may not be invested above the Yield (as defined in Section 7.5(a) hereof) on the Bonds, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that such investment and/or the failure to comply with such yield restriction will not adversely affect the exemption from federal income tax of the interest on any Bond. Investments shall be valued each year in terms of current market value as of September 30. For purposes of maximizing investment returns, to the extent permitted by law, money in such Funds or Accounts may be invested in common investments of the kind described above, or in a common pool of such investment which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund or Account are held by or on behalf of each such Fund or Account. If necessary, such investments shall be promptly sold to prevent any default.

(b) Obligations purchased as an investment of moneys in any Fund or Account shall be deemed to be part of such Fund or Account, subject, however, to the requirements of this Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever in this Indenture any moneys are required to be transferred by the City to the Trustee, such transfer may be accomplished by transferring a like amount of Investment Securities.

(c) The Trustee and its affiliates may act as sponsor, advisor, depository, principal or agent in the acquisition or disposition of any investment. The Trustee shall have no investment discretion and the Trustee's shall follow the written instruction contained in any City Certificate. 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 or Accounts heretofore created, to the extent not invested as herein permitted, shall be secured in the manner and to the fullest extent required by law for the security of public

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funds, and such Funds or Accounts shall be used only for the purposes and in the manner permitted or required by this Indenture.

ARTICLE VII

COVENANTS

Section 7.1. Confirmation of Assessments.

The City hereby confirms, covenants, and agrees that the Assessments to be collected from the Assessed Property are as so reflected in the Service and Assessment Plan (as it may be updated from time to time) and, in accordance with the Assessment Ordinance, it has levied the Assessments against the respective Assessed Parcels from which the Pledged Revenues will be collected and received.

Section 7.2. Collection and Enforcement of Assessments.

(a) For so long as any Bonds are Outstanding and/or amounts are due to the Developer to pay it for funds it has contributed to pay Actual Costs of the Initial Major Improvements in accordance with the PID Reimbursement Agreement, the City covenants, agrees and warrants that it will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Assessments.

(b) The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessment or the corresponding Assessed Parcel. Furthermore, nothing shall obligate the City, the City Attorney, or any appropriate designee to undertake collection or foreclosure actions against delinquent accounts in violation of applicable state law, court order, or existing contractual provisions between the City and its appropriate collections enforcement designees.

Section 7.3. Against Encumbrances.

(a) Other than Refunding Bonds 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 Trust Estate, other than that specified in Section 9.6 of this Indenture, or upon any other property pledged under this Indenture, except the pledge created for the security of the Bonds, and other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds.

(b) So long as Bonds are Outstanding hereunder, and except as set forth in Section 13.2 hereof, the City shall not issue any bonds, notes or other evidences of indebtedness other than the Bonds and Refunding Bonds 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

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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 any interest thereon remain Outstanding and unpaid, and/or the obligation to the Developer to pay it for funds it has contributed to pay Actual Costs of the Initial Major Improvements in accordance with the PID Reimbursement Agreement remain outstanding and unpaid, it will keep and maintain a proper and complete system of records and accounts pertaining to the Assessments. The Trustee and Owners of any Bonds or any duly authorized agent or agents of such holders shall have the right at all reasonable times to inspect all such records, accounts, and data relating thereto, upon written request to the City by the Trustee or duly authorized representative, as applicable. The City shall provide the Trustee or duly authorized representative, as applicable, an opportunity to inspect such books and records relating to the Bonds during the City's regular business hours and on a mutually agreeable date not later than thirty days after the City receives such request.

Section 7.5. Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms shall have the following meanings:

"*Closing Date*" means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"Computation Date" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Gross Proceeds" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

"Investment" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

"Regulations" means any proposed, temporary or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed,

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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

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Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(ii) The City covenants and agrees that the levied Assessments will meet the requirements of the "tax assessment loan exception" within the meaning of Section 1.141-5(d) of the Regulations on the date the Bonds are delivered and will ensure that the Assessments continue to meet such requirements for so long as the Bonds are outstanding hereunder.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of 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 Certificate, direct the Trustee to transfer to the Rebate Fund from the funds or subaccounts designated in such City Certificate and direct the Trustee to pay to the United States from the Rebate Fund the amount that when added to the future value

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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, City Secretary, or Assistant 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.

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No provision of this Indenture, the Bonds, the Assessment Ordinance, or any agreement, document, instrument, or certificate executed, delivered or approved in connection with the issuance, sale, delivery, or administration of the Bonds (the "Bond Documents"), shall require the City to expend or risk its own general funds or otherwise incur any financial liability (other than with respect to the Trust Estate and the Administrative Expenses) in the performance of any of its obligations hereunder, or in the exercise of any of its rights or powers, if in the judgment of the City there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it.

Neither the Owners nor any other Person shall have any claim against the City or any of its officers, officials, agents, or employees for damages suffered as a result of the City's failure to perform in any respect any covenant, undertaking, or obligation under any Bond Documents or as a result of the incorrectness of any representation in, or omission from, any of the Bond Documents, except to the extent that any such claim relates to an obligation, undertaking, representation, or covenant of the City, in accordance with the Bond Documents and the PID Act. Any such claim shall be payable only from Trust Estate, the funds available for such payment in any of the Pledged Funds, if any, or the amounts collected to pay Administrative Expenses on deposit in the Administrative Fund. Nothing contained in any of the Bond Documents shall be construed to preclude any action or proceeding in any court or before any governmental body, agency, or instrumentality against the City or any of its officers, officials, agents, or employees to enforce the provisions of any of the Bond Documents or to enforce all rights of the Owners of the Bonds by mandamus or other proceeding at law or in equity.

The City may rely on and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Indenture, the City shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the City, be deemed to be conclusively proved and established by a certificate of the Trustee, an Independent Financial Consultant, an independent inspector or City Manager or other person designated by the City Council to so act on behalf of the City, and such certificate shall be full warrant to the City for any action taken or suffered under the provisions of this Indenture upon the faith thereof, but in its discretion the City may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations, and directions of such persons or entities.

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ARTICLE IX

THE TRUSTEE

Section 9.1. Trustee as Paying Agent/Registrar.

The Trustee is hereby designated and agrees to act as Paying Agent/Registrar for and in respect to the Bonds.

Section 9.2. Trustee Entitled to Indemnity.

The Trustee shall be under no obligation to spend its own funds, to institute any suit, or to undertake any proceeding under this Indenture, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified, to the extent permitted by law, to its satisfaction against any and all costs and expenses, outlays, and counsel fees and other reasonable disbursements, and against all liability except as a consequence of its own negligence or willful misconduct; provided, however, the Trustee may not request or require indemnification as a condition to making any deposits, payments, or transfers when required hereunder, or delivering any notice when required hereunder. Nevertheless, the Trustee may begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as the Trustee, without indemnity, and in such case the Trustee may make transfers from the Pledged Revenue Fund or the District Administration Account of the Administrative Fund to pay all costs and expenses, outlays, and counsel fees and other reasonable disbursements properly incurred in connection therewith and shall, to the extent permitted by law, be entitled to a preference therefor over any Bonds Outstanding hereunder.

Section 9.3. Responsibilities of the Trustee.

The recitals contained in this Indenture and in the Bonds shall be taken as the statements of the City and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of the offering documents, this Indenture, or the Bonds or with respect to the security afforded by this Indenture, and the Trustee shall incur no liability with respect thereto. Except as otherwise expressly provided in this Indenture, the Trustee shall have no responsibility or duty with respect to: (i) the issuance of Bonds for value; (ii) the application of the proceeds thereof, except to the extent that such proceeds are received by it in its capacity as Trustee; (iii) the application of any moneys paid to the City or others in accordance with this Indenture, except as to the application of any moneys paid to it in its capacity as Trustee; or (iv) any calculation of arbitrage or rebate under the Code. The Trustee has the right to act through agents and attorneys and shall have no liability for the negligence or willful misconduct of the agents and attorneys appointed by it with due care.

The duties and obligations of the Trustee shall be determined by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture.

The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties under this Indenture, except for its own negligence or willful misconduct, both before and after default by the City. In no event shall the Trustee be liable for incidental, indirect,

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special or consequential damages in connection with or arising from this Indenture for the existence, furnishing or use of the Initial Major Improvements.

The Trustee shall not be required to take notice, and shall not be deemed to have notice, of any default or Event of Default hereunder, unless the Trustee shall be notified specifically of the default or Event of Default in a written instrument or document delivered to it by the City or by the holders of at least fifty-one percent (51%) of the aggregate principal amount of Bonds then Outstanding. In the absence of delivery of a notice satisfying those requirements, the Trustee may assume conclusively that there is no default or Event of Default.

In case a default or an Event of Default has occurred and is continuing hereunder (of which the Trustee has been notified), the Trustee shall exercise those rights and powers vested in it by this Indenture and shall use the same degree of care and skill in its exercise, as a prudent person would exercise or use under the circumstances in the conduct of his own affairs.

Section 9.4. Property Held in Trust.

All moneys and securities held by the Trustee at any time pursuant to the terms of this Indenture shall be held by the Trustee in trust for the purposes and under the terms and conditions of this Indenture.

Section 9.5. Trustee Protected in Relying on Certain Documents.

The Trustee may rely upon any order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond, or other document provided to the Trustee in accordance with the terms of this Indenture that it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or Person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the written opinion of any counsel, architect, engineer, insurance consultant, management consultant, or accountant believed by the Trustee to be qualified in relation to the subject matter, and the Trustee shall be under no duty to make any investigation or inquiry into any statements contained or matters referred to in any such instrument. The Trustee may consult with counsel, who may or may not be Bond Counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered, or omitted to be taken by it in good faith and in accordance therewith.

Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, such matter may be deemed to be conclusively proved and established by a City Certificate, unless other evidence in respect thereof be hereby specifically prescribed. Such City Certificate shall be full warrant for any action taken or suffered in good faith under the provisions hereof, but in its sole discretion the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the City to the Trustee shall be sufficiently executed if executed in the name of the City by the City Representative.

The Trustee shall not be under any obligation to see to the recording or filing of this Indenture, or otherwise to the giving to any Person of notice of the provisions hereof except as expressly required in Section 9.13 herein.

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Section 9.6. Compensation.

Unless otherwise provided by contract with the Trustee, the Trustee shall transfer from the District Administration Account of the Administrative Fund, from time to time, reasonable compensation for all services rendered by it hereunder, including its services as Paying Agent/Registrar, together with all its reasonable expenses, charges, and other disbursements and those of its counsel, agents and employees, incurred in and about the administration and execution of the trusts hereby created and the exercise of its powers and the performance of its duties hereunder, subject to any limit on the amount of such compensation or recovery of expenses or other charges as shall be prescribed by specific agreement, and the Trustee shall have a lien therefor on any and all funds at any time held by it in the Administrative Fund. None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if in the judgment of the Trustee there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it. If the City shall fail to make any payment required by this Section, the Trustee may make such payment from any moneys in its possession in the Administrative Fund.

Section 9.7. Permitted Acts.

The Trustee and its directors, officers, employees, or agents may become the owner of or may in good faith buy, sell, own, hold and deal in Bonds and may join in any action that any Owner of Bonds may be entitled to take as fully and with the same rights as if it were not the Trustee. The Trustee may act as depository, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, the City or any committee formed to protect the rights of Owners or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Indenture, whether or not such committee shall represent the Owners of a majority in aggregate outstanding principal amount of the Bonds.

Section 9.8. Resignation of Trustee.

The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving not fewer than 30 days' written notice, specifying the date when such resignation shall take effect, to the City and each Owner of any Outstanding Bond. Such resignation shall take effect upon the appointment of a successor as provided in Section 9.10 and the acceptance of such appointment by such successor.

Section 9.9. Removal of Trustee.

The Trustee may be removed at any time by (i) the Owners of at least a majority of the aggregate outstanding principal of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or by their attorneys-in-fact, duly authorized and delivered to the City, or (ii) so long as the City is not in default under this Indenture, the City. Copies of each such instrument shall be delivered by the City to the Trustee and any successor thereof. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the City or the Owners of not less than 10% of the aggregate outstanding principal of the Bonds.

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Section 9.10. Successor Trustee.

If the Trustee shall resign, be removed, be dissolved, or become incapable of acting, or shall be adjudged as bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of the Trustee hereunder shall thereupon become vacant.

If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, a successor Trustee may be appointed within one year after any such vacancy shall have occurred by the Owners of at least twenty-five percent (25%) of the aggregate outstanding principal of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or their attorneys-in-fact, duly authorized and delivered to such successor Trustee, with notification thereof being given to the predecessor Trustee and the City.

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,

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on request of the City or of such successor, execute, acknowledge, and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the rights, immunities, powers, and trusts of such Trustee and all the right, title, and interest of such Trustee in and to the Trust Estate, and shall pay over, assign, and deliver to such successor any moneys or other properties subject to the trusts and conditions herein set forth. Should any deed, conveyance, or instrument in writing from the City be required by such successor for more fully and certainly vesting in and confirming to it any such moneys, estates, properties, rights, powers, duties, or obligations, any and all such deeds, conveyances, and instruments in writing, on request and so far as may be authorized by law, shall be executed, acknowledged, and delivered by the City.

Section 9.12. Merger, Conversion or Consolidation of Trustee.

Any corporation or association into which the Trustee may be merged or with which it may be consolidated or any corporation or association resulting from any merger, conversion or consolidation to which it shall be a party or any corporation or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business shall be the successor to such Trustee hereunder, without any further act, deed or conveyance, provided that such corporation or association shall be a commercial bank or trust company or national banking association qualified to be a successor to such Trustee under the provisions of Section 9.10, or a trust company that is a wholly-owned subsidiary of any of the foregoing.

Section 9.13. Trustee to File Continuation Statements.

If necessary, the Trustee shall file or cause to be filed, such continuation statements as are delivered to the Trustee by the City, or on behalf of the City, and which may be required by the Texas Uniform Commercial Code, as from time to time in effect (the "UCC"), in order to continue perfection of the security interest of the Trustee in such items of tangible or intangible personal property and any fixtures as may have been granted to the Trustee pursuant to this Indenture in the time, place and manner required by the UCC.

Section 9.14. Construction of Indenture.

The Trustee may construe any of the provisions of this Indenture insofar as the same may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Trustee in good faith shall be binding upon the Owners of the Bonds. Permissive rights of the Trustee are not to be construed as duties.

ARTICLE X

MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 10.1. Amendments Permitted.

(a) This Indenture and the rights and obligations of the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Indenture, except as provided below, pursuant to the affirmative vote at a meeting of Owners of the Bonds, or with the written consent without a meeting, of the Owners of at least 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

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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 Trust Estate superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except as otherwise permitted by Applicable Laws and this Indenture), or reduce the percentage of Owners of Bonds required for the amendment hereof. Any such amendment may not modify any of the rights or obligations of the Trustee without its written consent.

(b) This Indenture and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Indenture, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(i) to add to the covenants and agreements of the City in this Indenture contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(ii) to make modifications not adversely affecting any Outstanding Bonds in any material respect;

(iii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in regard to questions arising under this Indenture, as the City and the Trustee may deem necessary or desirable and not inconsistent with this Indenture, and that shall not adversely affect the rights of the Owners of the Bonds;

(iv) to provide for the issuance of Refunding Bonds as set forth in Section 13.2 hereof; and

(v) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds.

(c) Any modification or amendment made pursuant to Section 10.1(b) shall not be subject to the notice procedures specified in Section 10.3 below.

(d) Notwithstanding the above, no Supplemental Indenture under this Section shall be effective unless the City first delivers to the Trustee an opinion of Bond Counsel to the effect that such amendment is permitted and will not adversely affect the: (i) interest of the Owners in any material respect, or (ii) exclusion of interest on any Bond from gross income for purposes of federal income taxation.

Section 10.2. Owners' Meetings.

The City may at any time call a meeting of the Owners of the Bonds. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof, and to fix and adopt rules and regulations for the conduct of said meeting.

Section 10.3. Procedure for Amendment with Written Consent of Owners.

The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds or of this Indenture, to the extent that such amendment is permitted by

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Section 10.1 herein, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a request to Owners for their consent thereto, shall be mailed by first-class mail, by the Trustee to each Owner of Bonds from whom consent is required under this Indenture, but failure to mail copies of such Supplemental Indenture and request shall not affect the validity of the Supplemental Indenture when assented to as in this Section provided.

Such Supplemental Indenture shall not become effective unless there shall be filed with the Trustee the written consents of the Owners as required by this Indenture and a notice shall have been mailed as hereinafter in this Section provided and the City or Bond Counsel, acting on the City's behalf, has delivered to the Trustee an opinion of Bond Counsel to the effect that such amendment is permitted and will not adversely affect the exclusion of interest on any Bond from gross income for purposes of federal income taxation. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 11.6 herein. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof), unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Indenture, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Indenture, stating in substance that the Supplemental Indenture has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Indenture or consents thereto). Proof of the mailing of such notice shall be filed with the Trustee. A record, consisting of the papers required by this Section 10.3 to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Indenture shall become effective upon the filing with the Trustee of the proof of mailing of such notice, and the Supplemental Indenture shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the City and the Owners of all Bonds at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period; provided, however, that the Trustee during such sixty day period and any such further period during which any such action or proceeding may be pending shall be entitled in its sole discretion to take such action, or to refrain from taking such action, with respect to such Supplemental Indenture, as it may deem expedient; provided, further, that the Trustee shall have no obligation to take or refrain from taking any such action and the Trustee shall have no liability with respect to any action taken or any instance of inactions.

Section 10.4. Effect of Supplemental Indenture.

From and after the time any Supplemental Indenture becomes effective pursuant to this Article X, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties, and obligations under this Indenture of the City, the Trustee and all Owners of Bonds Outstanding Bonds shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and

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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.

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.1. Events of Default.

(a) Each of the following occurrences or events shall be and is hereby declared to be an "Event of Default," to wit:

(i) The failure of the City to deposit the Pledged Revenues to the Bond Pledged Revenue Account of the Pledged Revenue Fund;

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(ii) The failure of the City to enforce the collection of the Assessments, including the prosecution of foreclosure proceedings;

(iii) The failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable and such failure is not remedied within thirty (30) days; provided, however, that the payments are to be made only from Pledged Revenues or other funds currently available in the Pledged Funds and available to the City to make the payments; and

(iv) Default in the performance or observance of any covenant, agreement or obligation of the City under this Indenture and the continuation thereof for a period of ninety (90) days after written notice to the City by the Trustee, or by the Owners of at least 25% of the aggregate Outstanding principal of the Bonds with a copy to the Trustee, specifying such default and requesting that the failure be remedied.

(b) Nothing in Section 11.1(a) will be an Event of Default if it is in violation of any applicable state law or court order.

Section 11.2. Immediate Remedies for Default.

(a) Subject to Article VIII, upon the happening and continuance of any of the Events of Default described in Section 11.1, the Trustee may, and at the written direction of the Owners of at least 25% of the Bonds then Outstanding and its receipt of indemnity satisfactory to it, shall proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained herein, or injunction; provided, however, that no action for money damages against the City may be sought or shall be permitted. The Trustee retains the right to obtain the advice of counsel in its exercise of remedies of default.

(b) THE PRINCIPAL OF THE BONDS SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

(c) If the assets of the Trust Estate are sufficient to pay all amounts due with respect to all Outstanding Bonds, in the selection of Trust Estate assets to be used in the payment of Bonds due under this Article, the City shall determine, in its absolute discretion, and shall instruct the Trustee by City Certificate, which Trust Estate assets shall be applied to such payment and shall not be liable to any Owner or other Person by reason of such selection and application. In the event that the City shall fail to deliver to the Trustee such City Certificate, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the City by reason of such selection, liquidation or sale.

(d) Whenever moneys are to be applied pursuant to this Article XI, irrespective of and whether other remedies authorized under this Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate and as may be required by law and apply the proceeds thereof in accordance with the provisions of this Section. Upon such sale, the

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Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the judgment of the Trustee, proper for the purpose which may be designated in such request.

Section 11.3. Restriction on Owner's Action.

(a) No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust thereof or any other remedy hereunder, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing, (ii) such default has become an Event of Default and the Owners of not less than 25% of the aggregate principal amount of the Bonds then Outstanding have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee indemnity as provided in Section 9.2 herein, (iv) the Trustee has for ninety (90) days after such notice failed or refused to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no direction inconsistent with such written request has been given to the Trustee during such 90-day period by the Owners of at least 51% of the aggregate principal amount of the Bonds then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee; however, no one or more Owners of the Bonds shall have any right in any manner whatsoever to affect, disturb, or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner provided herein, and that all proceedings at law or in equity shall be instituted and maintained in the manner provided herein and for the equal benefit of the Owners of all Bonds then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee, be conditions precedent to the execution of the powers and trusts of this Indenture and to any action or cause of action for the enforcement of this Indenture or for any other remedy hereunder.

(b) Subject to Article VIII, nothing in this Indenture shall affect or impair the right of any Owner to enforce, by action at law, payment of any Bond at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond issued hereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed herein and in the Bonds.

(c) In case the Trustee or any Owners shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

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Section 11.4. Application of Revenues and Other Moneys After Default.

(a) All moneys, securities, funds and Pledged Revenues and other assets of the Trust Estate and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel), liabilities, and advances incurred or made by the Trustee, and the fees of the Trustee in carrying out this Indenture, during the continuance of an Event of Default, notwithstanding Section 11.2 hereof, shall be applied by the Trustee, on behalf of the City, to the payment of interest and principal or Redemption Price then due on Bonds, as follows:

FIRST: To the payment to the Owners entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Owners entitled thereto, without any discrimination or preference; and

SECOND: To the payment to the Owners entitled thereto of the unpaid principal of Outstanding Bonds, or Redemption Price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal due and to the Owners entitled thereto, without any discrimination or preference.

Within ten (10) days of receipt of such good and available funds, the Trustee may fix a record and payment date for any payment to be made to Owners pursuant to this Section 11.4.

(b) In the event funds are not adequate to cure any of the Events of Default described in Section 11.1, the available funds shall be allocated to the Bonds that are Outstanding in proportion to the quantity of Bonds that are currently due and in default under the terms of this Indenture.

(c) The restoration of the City to its prior position after any and all defaults have been cured, as provided in Section 11.3, shall not extend to or affect any subsequent default under this Indenture or impair any right consequent thereon.

Section 11.5. Effect of Waiver.

No delay or omission of the Trustee, or any Owner, to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee or the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 11.6. Evidence of Ownership of Bonds.

(a) Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners of Bonds may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys duly appointed in writing. Proof of the execution of any such

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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.

Section 11.10. Remedies Not Exclusive.

No remedy herein conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity, by statute or by contract.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

Section 11.11. Direction by Owners.

Anything herein to the contrary notwithstanding, the Owners of at least 25% of the aggregate outstanding principal of the Bonds shall have the right by an instrument in writing executed and delivered to the Trustee, to direct the choice of remedies and the time, method, and place of conducting a proceeding for any remedy available to the Trustee hereunder, under each Supplemental Indenture, or otherwise, or exercising any trust or power conferred upon the Trustee, including the power to direct or withhold directions with respect to any remedy available to the Trustee or the Owners, provided, (i) such direction shall not be otherwise than in accordance with Applicable Laws and the provisions hereof, (ii) that the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction, and (iii) that the Trustee shall have the right to decline to follow any such direction which, in the opinion of the Trustee, would be unjustly prejudicial to Owners not parties to such direction.

ARTICLE XII

GENERAL COVENANTS AND REPRESENTATIONS

Section 12.1. Representations as to Trust Estate.

(a) The City represents and warrants that it is authorized by Applicable Laws to authorize and issue the Bonds, to execute and deliver this Indenture and to pledge the Trust Estate in the manner and to the extent provided in this Indenture, and that the Pledged Revenues and the Trust Estate are and will be and remain free and clear of any pledge, lien, charge, or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created in or authorized by this Indenture except as expressly provided herein.

(b) The City shall at all times, to the extent permitted by Applicable Laws, defend, preserve and protect the pledge of the Trust Estate and all the rights of the Owners and the Trustee, under this Indenture against all claims and demands of all Persons whomsoever.

(c) The City will take all steps reasonably necessary and appropriate, and will direct the Trustee to take all steps reasonably necessary and appropriate, to collect all delinquencies in the collection of the Assessments and any other amounts pledged to the payment of the Bonds to the fullest extent permitted by the PID Act and other Applicable Laws.

(d) To the extent permitted by law, notice of the Annual Installments shall be sent by, or on behalf of the City, to the affected property owners on the same statement or such other mechanism that is used by the City, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City.

Section 12.2. Accounts, Periodic Reports and Certificates.

The Trustee shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture and which shall at all times be subject to inspection by the City, and the Owner or Owners of not less than 10% in principal amount of any Bonds then Outstanding or their representatives duly authorized in writing.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

Section 12.3. General.

The City shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under the provisions of this Indenture.

ARTICLE XIII

SPECIAL COVENANTS

Section 13.1. Further Assurances; Due Performance.

(a) At any and all times the City will duly execute, acknowledge and deliver, or will cause to be done, executed and delivered, all and every such further acts, conveyances, transfers, and assurances in a manner as the Trustee shall reasonably require for better conveying, transferring, pledging, and confirming unto the Trustee, all and singular, the revenues, Funds, Accounts and properties constituting the Pledged Revenues, and the Trust Estate hereby transferred and pledged, or intended so to be transferred and pledged.

(b) The City will duly and punctually keep, observe and perform each and every term, covenant and condition on its part to be kept, observed and performed, contained in this Indenture.

Section 13.2. Additional Obligations or Other Liens.

(a) The City reserves the right, subject to the provisions contained in this Section 13.2, to issue Additional Obligations under other indentures, assessment ordinances, or similar agreements or other obligations which do not constitute or create a lien on the Trust Estate and are not payable from the Pledged Revenues. Additionally, the City has reserved the right to issue bonds or other obligations secured by and payable from Pledged Revenues so long as such pledge is subordinate to the pledge of Pledged Revenues securing payment of the Bonds.

(b) Other than Refunding Bonds issued to refund all or a portion of the Bonds, the City will not create or voluntarily permit to be created any debt, lien or charge on the Trust Estate, and will not do or omit to do or suffer to be or omit to be done any matter or things whatsoever whereby the lien of this Indenture or the priority hereof might or could be lost or impaired.

(c) Notwithstanding any contrary provisions of this Indenture, the City shall not issue additional bonds, notes, or other obligations under this Indenture, secured by any pledge of or other lien or charges on the Pledged Revenues or other property of the Trust Estate pledged under this Indenture other than Refunding Bonds. The City reserves the right to issue Refunding Bonds, the proceeds of which would be utilized to refund all or any portion of the Outstanding Bonds or Outstanding Refunding Bonds and to pay all costs incident to the Refunding Bonds, as authorized by the laws of the state of Texas.

(d) The City reserves the right to issue or incur Additional Obligations to finance the cost of additional Authorized Improvements, including but not limited to the Additional Major Improvements, as the development proceeds. For the avoidance of doubt, the conditions set forth in this Section 13.2 do not apply to the issuance of the Phase #1 Bonds or bonds secured by the Phase #1 Additional Major Improvements Assessments. Such Additional Obligations

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

related to the Additional Major Improvements or additional Authorized Improvements constructed subsequent to the Initial Major Improvements will be secured by separate assessments levied on the assessed property within each respective Future Phase. The City may, but is under no obligation to, issue or incur Additional Obligations, for any purpose permitted by the PID Act; provided, however, that no Additional Obligations secured by assessments levied against either of Future Phases shall be issued unless such Additional Obligations are made to mature on September 1 in each of the years in which they are scheduled to mature, and the below conditions have been met:

(i) The Trustee shall receive a certificate from the City Representative certifying (A) that the City is not in default in the performance and observance of any of the terms, provisions and conditions applicable to the City contained in this Indenture or in any indenture of trust authorizing the issuance of Additional Obligations and (B) the Developer is not delinquent with respect to fees or any other funds or commitments to be paid to the City in accordance with the Development Agreement;

(ii) The Trustee and the City shall receive a certificate from the Developer, through an authorized representative, certifying that the Developer is not in default beyond any applicable notice and cure period in the performance and observance of any of the terms, provisions and conditions applicable to the Developer contained in the PID Reimbursement Agreement or any continuing disclosure agreement entered into by the Developer relating to any Additional Obligations or relating to the Phase #1 Bonds, unless any defaults under the foregoing agreements (except for defaults under any continuing disclosure agreements entered into by the Developer which defaults shall be cured) are disclosed in a certificate from the Developer to the City and the City elects to proceed with the issuance of the Additional Obligations regardless of the existence of such default or defaults;

(iii) The Trustee and the City shall receive a certificate from the Administrator certifying that neither the Developer or any owner of more than ___ percent (___%) of the assessed parcels in the applicable Future Phase is delinquent with respect to the payment of special assessments and ad valorem taxes (other than any ad valorem taxes being contested in good faith) on the assessed parcels owed by the Developer or such owner, respectively, in such Future Phase;

(iv) The Trustee and the City shall receive a certificate from the Developer certifying that at least _____ percent (___%) of the parcels to be assessed in the Future Phase, for which the Additional Obligations will be issued, are under contract with merchant builder(s) or real estate developer(s) for sale to end users; and either:

(A) building permits for homes have been issued and vertical construction has commenced, which means framing on the main structure has begun, for at least _____ percent (___%) of the total lots or residential units, as applicable, in the preceding phase(s) of the District for which bonds have been issued, in part or whole, to fund local improvements within such phase; or

(B) certificates of occupancy for completed homes have been issued for at least _____ percent (___%) of the total lots or residential units, as applicable, in the preceding phase(s) of the District, if applicable, for which bonds have been issued, in part or whole, to fund local improvements within such phase;

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(v) The Trustee and City shall receive an Independent Appraisal evidencing that (i) the Value to Lien Ratio of each individual assessed parcel in the Future Phase for which assessments have been or will be levied is not less than ___:1 and that the Value to Lien Ratio of the combined value of all parcels in such Future Phase for which assessments have been levied or will be levied is not less than _____:1.

Section 13.3. Books of Record.

(a) The City shall cause to be kept full and proper books of record and accounts, in which full, true and proper entries will be made of all dealing, business and affairs of the City, which relate to the Pledged Revenues, the Pledged Funds, the Trust Estate, and the Bonds.

(b) The Trustee shall have no responsibility with respect to the financial and other information received by it pursuant to this Section 13.3 except to receive and retain same, subject to the Trustee's document retention policies, and to distribute the same in accordance with the provisions of this Indenture. Specifically, but without limitation, the Trustee shall have no duty to review such information, is not considered to have notice of the contents of such information or a default based on such contents, and has no duty to verify the accuracy of such information.

ARTICLE XIV

PAYMENT AND CANCELLATION OF THE BONDS AND SATISFACTION OF THE INDENTURE

Section 14.1. Trust Irrevocable.

The trust created by the terms and provisions of this Indenture is irrevocable until the Bonds secured hereby are fully paid or provision is made for their payment as provided in this Article.

Section 14.2. Satisfaction of Indenture.

If the City shall pay or cause to be paid, or there shall otherwise be paid to the Owners, principal of and interest on all of the Bonds, at the times and in the manner stipulated in this Indenture, and all amounts due and owing with respect to the Bonds have been paid or provided for, then the pledge of the Trust Estate and all covenants, agreements, and other obligations of the City to the Owners of such Bonds, shall thereupon cease, terminate, and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the City copies of all such documents as it may have evidencing that principal of and interest on all of the Bonds has been paid so that the City may determine if the Indenture is satisfied; if so, the Trustee shall pay over or deliver all moneys held by it in the in Funds and Accounts held hereunder to the Person entitled to receive such amounts, or, if no Person is entitled to receive such amounts, then to the City.

Section 14.3. Bonds Deemed Paid.

All Outstanding Bonds shall, prior to the Stated Maturity or redemption date thereof be deemed to have been paid and to no longer be deemed Outstanding if (i) in case any such Bonds are to be redeemed on any date prior to their Stated Maturity, the Trustee shall have given notice of redemption on said date as provided herein, (ii) there shall have been deposited

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

with the Trustee either moneys in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with any moneys deposited with the Trustee for such purpose, shall be sufficient to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, (iii) the Trustee shall have received a report by an independent certified public accountant selected by the City verifying the sufficiency of the moneys and/or Defeasance Securities deposited with the Trustee to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (iv) if the Bonds are then rated, the Trustee shall have received written confirmation from each rating agency then publishing a rating on the Bonds that such deposit will not result in the reduction or withdrawal of the rating on the Bonds. Neither Defeasance Securities nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall, be reinvested in Defeasance Securities as directed in writing by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

ARTICLE XV

MISCELLANEOUS

Section 15.1. Benefits of Indenture Limited to Parties.

Nothing in this Indenture, expressed or implied, is intended to give to any Person other than the City, the Trustee and the Owners, any right, remedy, or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Trustee.

Section 15.2. Successor is Deemed Included in All References to Predecessor.

Whenever in this Indenture or any Supplemental Indenture either the City or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 15.3. Execution of Documents and Proof of Ownership by Owners.

Any request, declaration, or other instrument which this Indenture may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys duly appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, declaration, or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

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, shall be in writing and shall be telexed, cabled, delivered by hand, mailed by first-class mail, postage prepaid, or transmitted by facsimile or e-mail and addressed as follows:

If to the City:	City of Celina, Texas 142 North Ohio Celina, Texas 75009 Attention: City Manager
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.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

(c) The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Indenture and delivered using Electronic Means ("Electronic Means" means the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder); provided, however, that the City shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

Section 15.6. Partial Invalidity.

If any Section, paragraph, sentence, clause, or phrase of this Indenture shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Indenture. The City hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence, clause, or phrase hereof and authorized the issue of the Bonds 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.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

Section 15.8. Payment on Business Day.

In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption of any Bonds or the date any action is to be taken pursuant to this Indenture is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day that is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 15.9. Counterparts.

This Indenture may be executed in counterparts, each of which shall be deemed an original.

Section 15.10. No Boycott of Israel.

To the extent this Indenture constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Indenture. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Trustee understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

Section 15.11. Iran, Sudan, and Foreign Terrorist Organizations.

The Trustee represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made solely to enable the City to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Trustee and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. As used in this Section, the Trustee understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

Section 15.12. No Discrimination Against Fossil Fuel Companies.

To the extent this Indenture constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Indenture. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. As used in this Section, the Trustee understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

Section 15.13. No Discrimination Against Firearm Entities and Firearm Trade Associations.

(a) To the extent this Indenture constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Indenture. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification and the following definitions:

(i) 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;

(ii) 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting); and

(iii) 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

(b) As used in this Section, the Trustee understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

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:

_____
Assistant City Secretary

[CITY SEAL]

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

EXHIBIT A

(c) Form of Bond.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE CITY, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

REGISTERED
No. _____

REGISTERED
$_____

United States of America
State of Texas

CITY OF CELINA, TEXAS
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2021
(THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT
INITIAL MAJOR IMPROVEMENTS PROJECT)

INTEREST RATE	MATURITY DATE	DATE OF DELIVERY	CUSIP NUMBER
_____%	September 1, 20___	_____	_____

The City of Celina, Texas (the "City"), for value received, hereby promises to pay, solely from the Trust Estate, to

_____

or registered assigns, on the Maturity Date, as specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Date of Delivery, as specified above, or the most recent Interest Payment Date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 1 and September 1 of each year, commencing March 1, 2022, 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

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

to the registered owner at the address shown on the registration books kept by the Trustee or by such other customary banking arrangements acceptable to the Trustee, requested by, and at the risk and expense of, the Person to whom interest is to be paid. For the purpose of the payment of interest on this Bond, the registered owner shall be the Person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the fifteenth calendar day of the month next preceding such Interest Payment Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of a duly authorized issue of assessment revenue bonds of the City having the designation specified in its title (herein referred to as the "Bonds"), dated December 7, 2021 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, 2021 (the "Indenture"), by and between the City and the Trustee, to which Indenture reference is hereby made for a description of the amounts thereby pledged and assigned, the nature and extent of the lien and security, the respective rights thereunder to the holders of the Bonds, the Trustee, and the City, and the terms upon which the Bonds are, and are to be, authenticated and delivered and by this reference to the terms of which each holder of this Bond hereby consents. All Bonds issued under the Indenture are equally and ratably secured by the amounts thereby pledged and assigned. The Bonds are being issued for the purpose of (i) paying a portion of the Actual Costs of the Initial Major Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Initial Major Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance.

The Bonds are limited obligations of the City payable solely from the Trust Estate as defined in the Indenture. Reference is hereby made to the Indenture, copies of which are on file with and available upon request from the Trustee, for the provisions, among others, with respect to the nature and extent of the duties and obligations of the City, the Trustee and the Owners. The Owner of this Bond, by the acceptance hereof, is deemed to have agreed and consented to the terms, conditions and provisions of the Indenture.

Notwithstanding any provision hereof, the Indenture may be released and the obligation of the City to make money available to pay this Bond may be defeased by the deposit of money and/or certain direct or indirect Defeasance Securities sufficient for such purpose as described in the Indenture.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

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 $1,000 in excess thereof.

The Bonds are subject to sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at a price equal to the principal amount thereof plus accrued and unpaid interest thereon to the date set for redemption from moneys available for such purpose in the Redemption Fund pursuant to Article VI of the Indenture, on the dates and in the Sinking Fund Installment amounts as set forth in the following schedule:

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)

* maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)

* maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)

* maturity

Term Bonds Maturing September 1, 20__

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Redemption Date	Sinking Fund Installment ($)

* maturity

At least forty-five (45) days prior to each mandatory sinking fund redemption date, and subject to any prior reduction authorized by the Indenture, the Trustee shall select for redemption, pursuant to the provisions of the Indenture, a principal amount of Bonds of such maturity equal to the Sinking Fund Installments of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in the Indenture.

The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption and not previously credited to a sinking fund redemption.

The City reserves the right and option to redeem Bonds maturing on or after September 1, 20__ before their scheduled maturity dates, in whole or in part, on any date on or after September 1, 20__, such redemption date or dates to be fixed by the City, at the redemption price of par plus accrued interest to the date of redemption.

Bonds are subject to extraordinary optional redemption prior to maturity in whole or in part, 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, pursuant to the provisions of the Indenture, from amounts on deposit in the Redemption Fund as a result of Prepayments, other transfers to the Redemption Fund pursuant to the Indenture, or as a result of unexpended amounts transferred from the Project Fund as provided in the Indenture.

The Trustee shall give notice of any redemption of Bonds by sending notice by United States mail, first-class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register. The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed. Any notice so given shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the redemption price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds, and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the City and the rights of the holders of the Bonds under the Indenture at any time Outstanding affected by such modification. The Indenture also contains provisions permitting the holders of specified percentages in aggregate principal amount of the Bonds at the time Outstanding, on behalf of the holders of all the Bonds, to waive compliance by the City with certain past defaults under the Bond Ordinance or the Indenture and their consequences. Any such consent or waiver by the holder of this Bond or any predecessor Bond evidencing the same debt shall be conclusive and binding upon such holder and upon all future holders thereof and of any Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, whether or not notation of such consent or waiver is made upon this Bond.

As provided in the Indenture, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Trustee, and upon delivery to the Trustee of such certifications and/or opinion of counsel as may be required under the Indenture for the transfer of this Bond. Upon satisfaction of such requirements, one or more new fully registered Bonds of the same Stated Maturity, of Authorized Denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Trustee shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond redeemed in part.

The City, the Trustee, and any other Person may treat the Person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the Person in whose name this Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the City nor the Trustee shall be affected by notice to the contrary.

The City has reserved the right to issue Additional Obligations on the terms and conditions specified in the Indenture.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY OF CELINA, TEXAS, THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE BONDS.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

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

_____
Assistant City Secretary, City of Celina, Texas

[City Seal]

(d) Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO._____
	§	
THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____

_____
Comptroller of Public Accounts
of the State of Texas

[SEAL]

(e) Form of Certificate of Trustee.

CERTIFICATE OF TRUSTEE

It is hereby certified that this is one of the Bonds of the series of Bonds referred to in the within mentioned Indenture.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

U.S. BANK NATIONAL ASSOCIATION,
Dallas, Texas, as Trustee

DATED: _____

By:_____
Authorized Signatory

(f) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and zip code of transferee):

_____
_____
_____

(Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Date: _____ _____

Signature Guaranteed By:

_____

_____
Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Trustee.

(g) The Initial Bond shall be in the form set forth in paragraphs (a) through (d) of this Exhibit A, except for the following alterations:

(i) immediately under the name of the Bond the heading "INTEREST RATE" and "MATURITY DATE" shall both be completed with the expression "As Shown Below," and the reference to the "CUSIP NUMBER" shall be deleted;

(ii) in the first paragraph of the Bond, the words "on the Maturity Date as specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on September 1 in each of the years, in the principal

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installments and bearing interest at the per annum rates set forth in the following schedule:

Years	Principal Amount ($)	Interest Rate (%)"

(Information to be inserted from Section 3.2(c) hereof); and

(iii) the Initial Bond shall be numbered T-1.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

EXHIBIT B

BOND PURCHASE AGREEMENT

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

$[13,250,000]
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT
INITIAL MAJOR IMPROVEMENTS PROJECT)

BOND PURCHASE AGREEMENT

[November 9], 2021

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

Ladies and Gentlemen:

The undersigned, FMSbonds, Inc. (the "Underwriter"), offers to enter into this Bond Purchase Agreement (this "Agreement") with the City of Celina, Texas (the "City"), which will be binding upon the City and the Underwriter upon the acceptance of this Agreement by the City. This offer is made subject to its acceptance by the City by execution of this Agreement and its delivery to the Underwriter on or before 10:00 p.m., Central Time, on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered to the City at any time prior to the acceptance hereof by the City. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Indenture (defined herein), between the City and U.S. Bank National Association, as trustee (the "Trustee"), authorizing the issuance of the Bonds (defined herein), and the Limited Offering Memorandum (defined herein).

1. Purchase and Sale of Bonds. Upon the terms and conditions and upon the basis of representations, warranties, and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the $[13,250,000] aggregate principal amount of the "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (The Parks at Wilson Creek Public Improvement District Initial Major Improvements Project)" (the "Bonds"), at a purchase price of $_____ (representing the aggregate principal amount of the Bonds, [plus a _____ Premium/less an original issue discount] of $_____ and less an Underwriter's discount of $_____).

Inasmuch as this purchase and sale represents a negotiated transaction, the City understands, and hereby confirms, that the Underwriter is not acting as a municipal advisor or fiduciary of the City (including, without limitation, a "municipal advisor" (as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act)), but rather is acting solely in its capacity as Underwriter for its own account. The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm's length commercial transaction between the City and the Underwriter, (ii) in connection with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the

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Underwriter is and has been acting solely as a principal and is not acting as the agent, municipal advisor, financial advisor, or fiduciary of the City, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering described herein or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriter has provided other services or is currently providing other services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering described herein except the obligations expressly set forth in this Agreement, (iv) the City has consulted its own legal, financial and other advisors to the extent it has deemed appropriate, (v) the Underwriter has financial and other interests that differ from those of the City, and (vi) the Underwriter has provided to the City prior disclosures under Rule G-17 of the Municipal Securities Rulemaking Board ("MSRB"), which have been received by the City. The City further acknowledges and agrees that following the issuance and delivery of the Bonds, the Underwriter has indicated that it may have periodic discussions with the City regarding the expenditure of Bond proceeds and the construction of the Initial Major Improvements financed with the Bonds and, in connection with such discussions, the Underwriter shall be acting solely as a principal and will not be acting as the agent or fiduciary of, and will not be assuming an advisory or fiduciary responsibility in favor of, the City.

The Bonds shall be dated December 7, 2021, and shall have the maturities and redemption features, if any, and bear interest at the rates per annum shown on Schedule I hereto. Payment for and delivery of the Bonds, and the other actions described herein, shall take place on [December 7], 2021 (or such other date as may be agreed to by the City and the Underwriter) (the "Closing Date").

2. Authorization Instruments and Law. The Bonds were authorized by an ordinance enacted by the City Council of the City (the "City Council") on [November 9], 2021 (the "Bond Ordinance") and shall be issued pursuant to the provisions of the Public Improvement District Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the "Act"), and the Indenture of Trust, dated as of December 1, 2021, 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 Trust Estate (as defined in the Indenture) consisting primarily of revenue from assessments (the "Assessments") levied pursuant to a separate ordinance adopted by the City Council on [November 9], 2021 (the "Assessment Ordinance") against assessable property (the "Assessed Property") located within the Major Improvement Area (as defined in the Indenture) of The Parks at Wilson Creek Public Improvement District (the "District") all to the extent and upon the conditions described in the Indenture. The District was established by a resolution (the "Creation Resolution"), enacted by the City Council on August 10, 2021, in accordance with the Act. The service and assessment plan for the District was approved on [November 9], 2021 (the "Service and Assessment Plan"). The Creation Resolution, the Assessment Ordinance, the Bond Ordinance and the Indenture are collectively referred to herein as the "Authorizing Documents."

The Bonds shall be as described in Schedule I attached hereto, the Indenture, and the Limited Offering Memorandum. The proceeds of the Bonds shall be used for the purposes described in the Limited Offering Memorandum under "PLAN OF FINANCE — The Bonds" and

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shall be generally applied as described in the Limited Offering Memorandum under "SOURCES AND USES OF FUNDS."

3. Public Offering. The Underwriter agrees to make a bona fide limited public offering of all of the Bonds in accordance with Section 4 hereof and to no more than thirty-five persons that qualify as "Accredited Investors" (as defined in Rule 501 of Regulation D under the Securities Act (as defined herein)) or "Qualified Institutional Buyers" (within the meaning of Rule 144A under the Securities Act). On or before the third (3rd) business day prior to the Closing Date, the Underwriter shall execute and deliver to Bond Counsel (as defined herein) the Issue Price Certificate (as defined herein), in substantially the form attached hereto as Appendix B.

4. Establishment of Issue Price.

a. The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City on or before the third (3rd) business day prior to the Closing Date an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B (the "Issue Price Certificate"), with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the City under this Section to establish the issue price of the Bonds may be taken on behalf of the City by the Financial Advisor (defined below) and any notice or report to be provided to the City may be provided to the Financial Advisor or to Bond Counsel.

b. The Underwriter confirms that it has offered all the Bonds of each maturity to the public on or before the date of this Agreement at the respective offering price (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule I attached hereto, except as otherwise set forth therein. The City will treat the first price at which 10% of each maturity of the Bonds is sold to the public as of the sale date as the issue price of that maturity (the "10% test"). At or promptly after the execution of this Agreement, the Underwriter shall report to the City on Schedule A to the Issue Price Certificate the first price at which the Underwriter has sold to the public each maturity of Bonds, and shall identify to the City on Schedule A to the Issue Price Certificate those maturities of the Bonds for which the 10% test has not been satisfied. If different interest coupons apply within a maturity, each separate CUSIP number within that maturity will be treated as a separate maturity for this purpose.

c. The City and the Underwriter agree that the restrictions set forth in the next sentence shall apply to those maturities of the Bonds for which the 10% test has not been met as of the date of this Agreement, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

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(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the City when the Underwriter has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if such sale occurs prior to the close of the fifth (5th) business day after the sale date.

d. The Underwriter confirms that any selling group agreement and each third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable, to (A) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter and as set forth in the related pricing wires, (B) promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public, and (C) acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public. The City acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

e. The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this Section. Further, for purposes of this Section:

(i) "public" means any person other than an underwriter or a related party to an underwriter;

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

(iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(iv) "sale date" means the date of execution of this Agreement by all parties.

5. Limited Offering Memorandum.

a. Delivery of Limited Offering Memorandum. The City previously has delivered, or caused to be delivered, to the Underwriter the Preliminary Limited Offering Memorandum for the Bonds dated [_____], 2021 (the "Preliminary Limited Offering Memorandum"), in a "designated electronic format," as defined in the MSRB Rule G-32 ("Rule G-32"). The City will prepare, or cause to be prepared, a final Limited Offering Memorandum relating to the Bonds (as more particularly defined below, the "Limited Offering Memorandum") which will be (i) dated the date of this Agreement, (ii) complete within the meaning of the United States Securities and Exchange Commission's Rule 15c2-12, as amended ("Rule 15c2-12"), (iii) in a "designated electronic format," and (iv) substantially in the form of the most recent version of the Preliminary Limited Offering Memorandum provided to the Underwriter before the execution hereof, except for the inclusion of the information permitted to be excluded from the Preliminary Limited Offering Memorandum by Section (b)(1) of Rule 15c2-12. The Limited Offering Memorandum, including the cover page thereto, all exhibits, schedules, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Bonds are collectively referred to herein as the "Limited Offering Memorandum." Until the Limited Offering Memorandum has been prepared and is available for distribution, the City shall provide to the Underwriter, upon request, sufficient quantities (which may be in electronic format) of the Preliminary Limited Offering Memorandum as the Underwriter reasonably deems necessary to satisfy the obligation of the Underwriter under Rule 15c2-12 with respect to distribution to each potential customer.

b. Preliminary Limited Offering Memorandum Deemed Final. The Preliminary Limited Offering Memorandum has been prepared for use by the Underwriter in connection with the public offering, sale, and distribution of the Bonds. The City hereby

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

represents and warrants that the Preliminary Limited Offering Memorandum has been deemed "final" by the City as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12.

c. Use of Limited Offering Memorandum in Offering and Sale. The City hereby authorizes the Limited Offering Memorandum and the information therein contained to be used by the Underwriter in connection with the public offering and the sale of the Bonds. The City consents to the use by the Underwriter prior to the date hereof of the Preliminary Limited Offering Memorandum in connection with the public offering of the Bonds. The City shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the City's acceptance of this Agreement (but, in any event, not later than the earlier of the Closing Date or seven (7) business days after the City's acceptance of this Agreement) copies of the Limited Offering Memorandum which is complete as of the date of its delivery to the Underwriter. The City shall provide the Limited Offering Memorandum, or cause the Limited Offering Memorandum to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

d. Updating of Limited Offering Memorandum. If, after the date of this Agreement, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than the twenty-fifth (25th) day after the "end of the underwriting period" for the Bonds), the City becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the City will promptly notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time reasonably request), and if, in the reasonable judgment of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the City will forthwith prepare and furnish, at no expense to the Underwriter (in a form and manner approved by the Underwriter), either an amendment or a supplement to the Limited Offering Memorandum so that the statements therein as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading or so that the Limited Offering Memorandum will comply with law; provided, however, that for all purposes of this Agreement and any certificate delivered by the City in accordance herewith, the City makes no representations with respect to the following information (collectively, the "Non-City Disclosures") (i) the descriptions in the Preliminary Limited

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Offering Memorandum or the Limited Offering Memorandum of The Depository Trust Company, New York, New York ("DTC"), or its book-entry-only system, and (ii) the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum in the maps of the District therein or under the captions and subcaptions "PLAN OF FINANCE" (except for the information under the subcaption "— The Bonds"), "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS," "BOOK-ENTRY ONLY SYSTEM," "THE INITIAL MAJOR IMPROVEMENTS AND THE ADDITIONAL MAJOR IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPER," "THE PID ADMINISTRATOR," "APPRAISAL," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, Initial Major Improvements, and the Development, as defined in the Limited Offering Memorandum), "LEGAL MATTERS — Litigation – The Developer," "CONTINUING DISCLOSURE — The Developer" and "— The Developer's Compliance with Prior Undertakings," "INFORMATION RELATING TO THE TRUSTEE," "APPENDIX E-2," "APPENDIX F" and "APPENDIX G." If such notification shall be subsequent to the Closing (as defined herein), the City, at no expense to the Underwriter, shall furnish such legal opinions, certificates, instruments, and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Limited Offering Memorandum. The City shall provide any such amendment or supplement, or cause any such amendment or supplement to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

e. Filing with MSRB. The Underwriter hereby agrees to timely file the Limited Offering Memorandum with the MSRB through its Electronic Municipal Market Access ("EMMA") system within one (1) business day after receipt but no later than the Closing Date. Unless otherwise notified in writing by the Underwriter, the City can assume that the "end of the underwriting period" for purposes of Rule 15c2-12 is the Closing Date.

f. Limited Offering. The Underwriter hereby represents, warrants and covenants that the Bonds were initially sold pursuant to a limited offering. The Bonds were sold to not more than thirty-five (35) persons that qualify as "Accredited Investors" (as defined in Rule 501 of Regulation D under the Securities Act) or "Qualified Institutional Buyers" (within the meaning of Rule 144A under the Securities Act).

6. City Representations, Warranties and Covenants. The City represents, warrants and covenants that:

a. Due Organization, Existence and Authority. The City is a political subdivision of the State of Texas (the "State"), and has, and at the Closing Date will have, full legal right, power and authority:

(i) to enter into and perform its duties and obligations under:

(1) this Agreement;

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(2) the Indenture;

(3) the Development Agreement (The Parks at Wilson Creek), effective as of January 13, 2015 and recorded as Document No. 20150126000084070 on January 26, 2015 in the real property records of Collin County, Texas, between the Issuer and The Parks at Wilson Creek, L.P., a Texas limited partnership, as amended and restated by that certain Amended and Restated Development Agreement (The Parks at Wilson Creek), effective on September 8, 2015 and recorded as Document No. 20150917001181960 on September 17, 2015 in the real property records of Collin County, Texas; and as further amended by that certain First Amendment to the Amended and Restated Development Agreement (The Parks at Wilson Creek), effective on October 8, 2019 and recorded as Document No. 20191021001322210 on October 21, 2019 in the real property records of Collin County, Texas; and that certain Second Amendment to the Amended and Restated Development Agreement (The Parks at Wilson Creek) effective on September 14, 2021 and recorded as Document No. 20210923001945090 on September 23, 2021 in the real property records of Collin County, Texas (collectively, the "Development Agreement");

(4) the PID Reimbursement Agreement – The Parks at Wilson Creek Public Improvement District effective [November 9], 2021 between the City and the Developer (the "PID Reimbursement Agreement"); and

(5) the Continuing Disclosure Agreement of the Issuer with respect to the Bonds, dated as of December 1, 2021 (the "Continuing Disclosure Agreement of the Issuer"), executed and delivered by the City and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., 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 (1) the Authorizing Documents, (2) this Agreement, (3) the Development Agreement, (4) the PID Reimbursement Agreement, (5) the Continuing Disclosure Agreement of the Issuer, (6) the Limited Offering Memorandum and (7) any other documents and certificates described in any of the foregoing (the documents described by subclauses (1) through (7) being referred to collectively herein as the "City Documents").

b. Due Authorization and Approval of City. By all necessary official action of the City, the City has duly authorized and approved the adoption or execution and delivery by the City of, and the performance by the City of the obligations on its part contained in, the City Documents and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded,

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except as may have been approved by the Underwriter. When validly executed and delivered by the other parties thereto, the City Documents will constitute the legally valid and binding obligations of the City enforceable upon the City in accordance with their respective terms, except insofar as enforcement may be limited by principles of sovereign immunity, bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or affecting creditors' rights generally. The City has complied, and will at the Closing be in compliance, in all material respects, with the obligations on its part to be performed on or prior to the Closing Date under the City Documents.

c. Due Authorization for Issuance of the Bonds. The City has duly authorized the issuance and sale of the Bonds pursuant to the Bond Ordinance, the Indenture, and the Act. The City has, and at the Closing will have, full legal right, power and authority (i) to enter into, execute, deliver, and perform its obligations under this Agreement and the other City Documents, (ii) to issue, sell and deliver the Bonds to the Underwriter pursuant to the Indenture, the Bond Ordinance, the Act, and as provided herein, and (iii) to carry out, give effect to and consummate the transactions on the part of the City described by the Bond Ordinance and the other City Documents.

d. No Breach or Default. As of the time of acceptance hereof, and to its knowledge, the City is not, and as of the Closing Date the City will not be, in breach of or in default in any material respect under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument related to the Bonds and to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default or event could have a material adverse effect on the City's ability to perform its obligations under the Bonds or the City Documents; and, as of such times, the authorization, execution and delivery of the Bonds and the City Documents and compliance by the City with obligations on its part to be performed in each of such agreements or instruments does not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the City (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties are bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be permitted by the City Documents.

e. No Litigation. At the time of acceptance hereof there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an "Action") pending against the City with respect to which the City has been served with process, nor to the knowledge of the City is any Action threatened against the City, in which any such Action (i) in any

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way questions the existence of the City or the rights of the members of the City Council to hold their respective positions, (ii) in any way questions the formation or existence of the District, (iii) affects, contests or seeks to prohibit, restrain or enjoin the issuance or delivery of any of the Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the City Documents or the consummation of the transactions on the part of the City described therein, or contests the exclusion of the interest on the Bonds from federal income taxation, or (iv) which may result in any material adverse change in the financial condition of the City; and, as of the time of acceptance hereof, to the City's knowledge, there is no basis for any action, suit, proceeding, inquiry, or investigation of the nature described in clauses (i) through (iv) of this sentence.

f. Bonds Issued Pursuant to Indenture. The City represents that the Bonds, when issued, executed, and delivered in accordance with the Indenture and sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the City subject to the terms of the Indenture, entitled to the benefits of the Indenture and the security of the pledge of the proceeds of the levy of the Assessments received by the City, all to the extent provided for in the Indenture. The Indenture creates a valid pledge of certain revenues and the monies in certain funds and accounts established pursuant to the Indenture to the extent provided for in the Indenture, including the investments thereof, subject in all cases to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein.

g. Assessments. The Assessments constituting the security for the Bonds have been levied by the City in accordance with the Act on those parcels of land identified in the Assessment Roll (as defined in the Service and Assessment Plan). According to the Act, such Assessments constitute a valid and legally binding first and prior lien against the properties assessed, superior to all other liens and claims, except liens or claims for state, county, school district, or municipality ad valorem taxes.

h. Consents and Approvals. All authorizations, approvals, licenses, permits, consents, elections, and orders of or filings with any governmental authority, legislative body, board, agency, or commission having jurisdiction in the matters which are required by the Closing Date for the due authorization of, which would constitute a condition precedent to or the absence of which would adversely affect the due performance by the City of, its obligations in connection with the City Documents have been duly obtained or made and are in full force and effect, except the approval of the Bonds by the Attorney General of the State, registration of the Bonds by the Comptroller of Public Accounts of the State, and the approvals, consents and orders as may be required under Blue Sky or securities laws of any jurisdiction.

i. Public Debt. Prior to the Closing, the City will not offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by a pledge of the Assessments which secure the Bonds without the prior approval of the Underwriter.

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j. Preliminary Limited Offering Memorandum. The information contained in the Preliminary Limited Offering Memorandum is true and correct in all material respects, and such information does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to the Non-City Disclosures.

k. Limited Offering Memorandum. At the time of the City's acceptance hereof and (unless the Limited Offering Memorandum is amended or supplemented pursuant to paragraph (d) of Section 5 of this Agreement) at all times subsequent thereto during the period up to and including the twenty-fifth (25th) day subsequent to the "end of the underwriting period," the information contained in the Limited Offering Memorandum does not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to the Non-City Disclosures; and further provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 5(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

l. Supplements or Amendments to Limited Offering Memorandum. If the Limited Offering Memorandum is supplemented or amended pursuant to paragraph (d) of Section 5 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the twenty-fifth (25th) day subsequent to the "end of the underwriting period," the Limited Offering Memorandum as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 5(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

m. Compliance with Rule 15c2-12. During the past five (5) years, the City has complied in all material respects with its previous continuing disclosure undertakings made by it in accordance with Rule 15c2-12, except as described in the Limited Offering Memorandum.

n. Use of Bond Proceeds. The City will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Indenture and will not take or omit to take any action which action or

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omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

o. Blue Sky and Securities Laws and Regulations. The City will furnish such information and execute such instruments and take such action in cooperation with the Underwriter as the Underwriter may reasonably request, at no expense to the City, (i) to (y) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate and (z) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and (ii) to continue such qualifications in effect so long as required for the initial distribution of the Bonds by the Underwriter (provided, however, that the City will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Underwriter immediately of receipt by the City of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

p. Certificates of the City. Any certificate signed by any official of the City authorized to do so in connection with the transactions described in this Agreement shall be deemed a representation and warranty by the City to the Underwriter as to the statements made therein and can be relied upon by the Underwriter as to the statements made therein.

q. Intentional Actions Regarding Representations and Warranties. The City covenants that between the date hereof and the Closing it will not intentionally take actions which will cause the representations and warranties made in this Section to be untrue as of the Closing.

r. Financial Advisor. The City has engaged Hilltop Securities Inc. as its financial advisor (the "Financial Advisor") in connection with its offering and issuance of the Bonds.

By delivering the Limited Offering Memorandum to the Underwriter, the City shall be deemed to have reaffirmed, with respect to the Limited Offering Memorandum, the representations, warranties and covenants set forth above.

7. Developer Letter of Representations. At the signing of this Agreement, the City and Underwriter shall receive from The Parks at Wilson Creek, L.P., a Texas limited partnership (the "Developer") an executed Developer Letter of Representations (the "Developer Letter of Representations") in the form of Appendix A hereto, and at the Closing, a certificate signed by the Developer as set forth in Section 10(e) hereof (the "Developer Closing Certificate").

8. The Closing. At 10:00 a.m., Central time, on the Closing Date, or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the City and the Underwriter, (i) the City will deliver or cause to be delivered to DTC through its "FAST" System, the Bonds in the form of one fully registered Bond for each maturity, registered in the name of Cede & Co., as nominee for DTC, duly executed by the City and authenticated by the Trustee as provided in the Indenture, and (ii) the City will deliver the closing documents

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hereinafter mentioned to Norton Rose Fulbright US LLP ("Bond Counsel"), or a place to be mutually agreed upon by the City and the Underwriter. Settlement will be through the facilities of DTC. The Underwriter will accept delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer in federal funds payable to the order of the City or its designee. These payments and deliveries, together with the delivery of the aforementioned documents, are herein called the "Closing." The Bonds will be made available to the Underwriter or Underwriter's Counsel (as defined herein) for inspection not less than twenty-four (24) hours prior to the Closing.

9. Underwriter's Closing Conditions. The Underwriter has entered into this Agreement in reliance upon the representations and covenants herein and in the Developer Letter of Representations and the performance by the City of its obligations under this Agreement, both as of the date hereof and as of the Closing Date. Accordingly, the Underwriter's obligations under this Agreement to purchase, accept delivery of, and pay for the Bonds shall be conditioned upon the performance by the City of its obligations to be performed hereunder at or prior to Closing and shall also be subject to the following additional conditions:

a. Bring-Down Representations of the City. The representations and covenants of the City contained in this Agreement shall be true and correct in all material respects as of the date hereof and at the time of the Closing, as if made on the Closing Date.

b. Executed Agreements and Performance Thereunder. At the time of the Closing:

(i) the City Documents shall be in full force and effect, and shall not have been amended, modified, or supplemented except with the written consent of the Underwriter;

(ii) the Authorizing Documents shall be in full force and effect;

(iii) there shall be in full force and effect such other resolutions or actions of the City as, in the opinion of Bond Counsel and Underwriter's Counsel, shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the City described in this Agreement and the City Documents;

(iv) there shall be in full force and effect such other resolutions or actions of the Developer as, in the opinions of Shupe Ventura, PLLC ("Developer's Special Counsel") and James Melino, Esq. ("Developer's General Counsel") shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the Developer described in the Developer Letter of Representations, the Development Agreement, the PID Reimbursement Agreement, and the Continuing Disclosure Agreement of the Developer with respect to the Bonds, dated as of December 1, 2021, executed and delivered by the Developer, MuniCap, Inc., as PID Administrator, and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as Dissemination Agent (the "Continuing Disclosure Agreement of the Developer" and, together with the Developer Letter of Representations, the Development Agreement, and the PID Reimbursement Agreement, the "Developer Documents"); and

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(v) the City shall perform or have performed its obligations required or specified in the City Documents to be performed at or prior to Closing.

c. No Default. At the time of the Closing, no default shall have occurred or be existing and no circumstances or occurrences that, with the passage of time or giving of notice, shall constitute an event of default under this Agreement, the Indenture, the City Documents, the Developer Documents or other documents relating to the financing and construction of the Initial Major Improvements, and the Development (as defined in the Limited Offering Memorandum), and the Developer shall not be in default in the payment of principal or interest on any of its indebtedness which default shall materially adversely impact the ability of the Developer to pay the Assessments when due.

d. Closing Documents. At or prior to the Closing, the Underwriter shall have received each of the documents required under Section 10 below.

e. Termination Events. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Agreement without liability therefor by written notification to the City if, between the date of this Agreement and the Closing, in the Underwriter's reasonable judgment, the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by the occurrence of any of the following:

(i) legislation shall have been introduced in or enacted by the Congress of the United States or adopted by either the House or the Senate thereof, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice, or otherwise) by the President of the United States, the Treasury Department of the United States, or the Internal Revenue Service or legislation shall have been proposed for consideration by either the U.S. Senate Committee on Finance or the U.S. House of Representatives Committee on Ways and Means or legislation shall have been favorably reported for passage to either the House or the Senate of the Congress of the United States by a Committee of such the House or the Senate to which such legislation has been referred for consideration, or a decision by a court of the United States or the Tax Court of the United States shall be rendered or a ruling, regulation, or official statement (final, temporary, or proposed) by or on behalf of the Treasury Department of the United States, the Internal Revenue Service, or other federal agency shall be made, which would result in federal taxation of revenues or other income of the general character expected to be derived by the City or upon interest on securities of the general character of the Bonds or which would have the effect of changing, directly or indirectly, the federal income tax consequences of receipt of interest on securities of the general character of the Bonds in the hands of the holders thereof; or

(ii) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange

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Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as described herein or by the Limited Offering Memorandum, is in violation or would be in violation of, or that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act 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

(iii) a general suspension of trading in securities on the New York Stock Exchange, the establishment of minimum prices on such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so; or

(iv) there shall have occurred (whether or not foreseeable) (i) any outbreak of hostilities (including, without limitation, an act of terrorism) including, but not limited to, an escalation of hostilities that existed prior to the date hereof, (ii) national or international calamity or crisis, including, but not limited to, an escalation in the scope or magnitude of any pandemic or natural disaster, or (iii) material financial crisis or adverse change in the financial or economic conditions affecting the United States government or the securities markets in the United States, and the effect of any such event on the financial markets of the United States shall be such as would make it impracticable, in the reasonable judgment of the Underwriter, for it to sell the Bonds on the terms and in the manner described in the Limited Offering Memorandum; or

(v) there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the City, except as disclosed in or described in the Limited Offering Memorandum; or

(vi) any state blue sky or securities commission or other governmental agency or body in any state in which more than ten percent (10%) of the Bonds have been offered and sold shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto; or

(vii) any amendment to the federal or state Constitution or action by any federal or state court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the City, its property, income, securities (or interest thereon), or the validity or enforceability of the Assessments to pay principal of and interest on the Bonds; or

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(viii) the New York Stock Exchange or other national securities exchange or any governmental authority shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter; or

(ix) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Limited Offering Memorandum, or has the effect that the Limited Offering Memorandum contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, which change shall occur subsequent to the date of this Agreement and shall not be due to the malfeasance, misfeasance or nonfeasance of the Underwriter; or

(x) any fact or event shall exist or have existed that, in the Underwriter's reasonable judgment, requires or has required an amendment of or supplement to the Limited Offering Memorandum; or

(xi) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and shall be in force; or

(xii) a material disruption in securities settlement, payment or clearance services shall have occurred; or

(xiii) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as described in this Agreement or in the Limited Offering Memorandum, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws on the Closing Date, including the Securities Act, the Securities Exchange Act of 1934 and the Trust Indenture Act; or

(xiv) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission, which prohibition shall occur subsequent to the date hereof and shall not be due to the malfeasance, misfeasance, or nonfeasance of the Underwriter.

With respect to the conditions described in subparagraphs (viii), (xiii) and (xiv) above, the Underwriter is not aware of any current, pending or proposed law or government inquiry or investigation as of the date of execution of this Agreement which would permit the Underwriter to invoke its termination rights hereunder.

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10. Closing Documents. At or prior to the Closing, the Underwriter (or Underwriter's Counsel on behalf of the Underwriter) shall receive the following documents:

a. Bond Opinion. The approving opinion of Bond Counsel, dated the Closing Date and substantially in the form included as Appendix D to the Limited Offering Memorandum, together with a reliance letter from Bond Counsel, dated the Closing Date and addressed to the Underwriter, which may be included in the supplemental opinion required by Section 10(b) hereof, to the effect that the foregoing opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to it.

b. Supplemental Opinion. A supplemental opinion of Bond Counsel dated the Closing Date and addressed to the City and the Underwriter, in form and substance acceptable to Underwriter's Counsel, to the following effect:

(i) Except to the extent noted therein, Bond Counsel has not verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness of the statements and information contained in the Preliminary Limited Offering Memorandum and in the Limited Offering Memorandum but that Bond Counsel has reviewed the statements and information appearing therein under the captions and subcaptions "PLAN OF FINANCE — The Bonds." "DESCRIPTION OF THE BONDS," "SECURITY FOR THE BONDS," "ASSESSMENT PROCEDURES" (except for the subcaptions "Assessment Methodology" and "Assessment Amounts"), "THE DISTRICT," "TAX MATTERS," "LEGAL MATTERS — Legal Proceedings," "— Legal Opinions," "CONTINUING DISCLOSURE — The City," "REGISTRATION AND QUALIFICATION OF BONDS FOR SALE," "LEGAL INVESTMENT 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, the Assessment Ordinance and the Indenture;

(ii) The Bonds are not subject to the registration requirements of the Securities Act, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act;

(iii) The City has or at the time of the adoption thereof had full power and authority to adopt the Creation Resolution, the Assessment Ordinance (including approving the Service and Assessment Plan) and the Bond Ordinance (collectively, the foregoing documents are referred to herein as the "City Actions") and perform its obligations thereunder and the City Actions have been duly adopted, are in full force and effect and have not been modified, amended or rescinded; and

(iv) The Indenture, the Development Agreement, the PID Reimbursement Agreement, the Continuing Disclosure Agreement of the Issuer, and this Agreement have been duly authorized, executed and delivered by the City and,

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

assuming the due authorization, execution and delivery of such instruments, documents, and agreements by the other parties thereto, constitute the legal, valid, and binding agreements of the City, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting enforcement of creditors' rights, or by the application of equitable principles if equitable remedies are sought and to the application of Texas law relating to governmental immunity applicable to governmental entities.

c. City Legal Opinion. An opinion of an attorney for the City, dated the Closing Date and addressed to the Underwriter, the City, Bond Counsel, Developer's General Counsel, Developer's Special Counsel, and the Trustee, with respect to matters relating to the City, substantially in the form of Appendix C hereto or in form otherwise agreed upon by the Underwriter.

d. Opinion(s) of Developer's Counsel. (i) An opinion of Developer's General Counsel, substantially in the form of Appendix D-1 hereto, dated the Closing Date, and (ii) an opinion of Developer's Special Counsel, substantially in the form of Appendix D-2 hereto, dated the Closing Date each of which shall be addressed to the City, Bond Counsel, the Attorney for the City, the Underwriter, and the Trustee. Such opinions shall be in substantially such forms unless the City and the Underwriter mutually agree upon changes thereto.

e. Developer Closing Certificate. The Developer Closing Certificate dated as of the Closing Date, signed by authorized officers of the Developer in substantially the form of Appendix E hereto.

f. City Closing Certificate. A certificate of the City, dated the Closing Date, to the effect that:

(i) the representations and warranties of the City contained herein and in the City Documents are true and correct in all material respects on and as of the Closing Date as if made on the date thereof;

(ii) the Authorizing Documents and City Documents are in full force and effect and have not been amended, modified, or supplemented;

(iii) except as disclosed in the Limited Offering Memorandum, no litigation or proceeding against the City is pending or, to the best of the knowledge of such person, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the City to hold and exercise their respective positions, (b) contest the due organization and valid existence of the City or the establishment of the District, (c) contest the validity, due authorization and execution of the Bonds or the City Documents, or (d) attempt to limit, enjoin or otherwise restrict or prevent the City from levying and collecting the Assessments pledged to pay the principal of and interest on the Bonds, or the pledge thereof; and

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

(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 Counsel Opinion. An opinion, dated the Closing Date and addressed to the Underwriter, the City and Bond Counsel, in form and substance acceptable to Underwriter's Counsel, the City and Bond Counsel to the following effect:

(i) The Trustee is organized, validly existing and in good standing as a national banking association organized under the laws of the United States of America, and is duly qualified to serve as Trustee in accordance with the qualifications set forth for the Trustee in the Indenture;

(ii) The Trustee has full right, power, and authority to enter into the Indenture, to perform its obligations under, and to carry out and consummate all of the transactions involving the Trustee contemplated by, the Indenture; and

(iii) The Indenture has been duly authorized, executed and delivered by the Trustee and is valid and enforceable against the Trustee in accordance with its terms;

h. Trustee's Certificate. A customary authorization and incumbency certificate dated prior to Closing Date, signed by authorized officers of the Trustee in form and substance acceptable to the Underwriter, Underwriter's Counsel and Bond Counsel.

i. Underwriter Counsel's Opinion. An opinion, dated the Closing Date and addressed to the Underwriter, of Orrick, Herrington & Sutcliffe LLP ("Underwriter's Counsel"), to the effect that:

(i) The Bonds are not subject to the registration requirements of the Securities Act, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act, as amended;

(ii) Such counsel is not passing upon and does not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Preliminary Limited Offering Memorandum or in the Limited Offering Memorandum and makes no representation that it has independently verified the accuracy, completeness or fairness of any such statements. In its capacity as counsel to the Underwriter, to assist the Underwriter in part of its responsibility with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, such counsel has participated in conferences with representatives of the Underwriter, representatives of the City, and its counsel, Norton Rose Fulbright US LLP, as bond counsel, Hilltop Securities Inc., as financial advisor, the public improvement district administrator, the Developer, and its engineers and others, during which the contents of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum and related matters were discussed. Based on such counsel's participation in the above-mentioned

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

conferences (which, with respect to the Preliminary Limited Offering Memorandum, did not extend beyond the date of this Agreement, and, with respect to the Limited Offering Memorandum, did not extend beyond its date), and in reliance thereon, on oral and written statements and representations of the City, the Developer and others and on the records, documents, certificates, opinions and matters herein mentioned, such counsel advises the Underwriter as a matter of fact and not opinion that, during the course of such counsel's representation of the Underwriter on this matter, (a) no facts had come to the attention of the attorneys in such counsel's firm rendering legal services to the Underwriter in connection with the Preliminary Limited Offering Memorandum which caused such counsel to believe, as of the date of the Preliminary Limited Offering Memorandum and as of the date of this Agreement, based on the documents, drafts and facts in existence and reviewed as of those dates, that the Preliminary Limited Offering Memorandum contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except any information marked as preliminary or subject to change, any information permitted to be omitted by Securities and Exchange Commission Rule 15c2-12 or otherwise left blank and any other differences with the information in the Limited Offering Memorandum), and (b) no facts had come to the attention of the attorneys in such counsel's firm rendering legal service to the Underwriter in connection with the Limited Offering Memorandum which caused such counsel to believe that the Limited Offering Memorandum contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, such counsel expressly excludes from the scope of this paragraph and expresses no view or opinion, with respect to both the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, about any CUSIP numbers, financial, accounting, statistical or economic, engineering or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, any information about verification, feasibility, valuation, appraisals, absorption, real estate or environmental matters, relationship among the parties, Appendices, or any information about book-entry, DTC, Cede & Co., tax matters, included or referred to therein or omitted therefrom. No responsibility is undertaken or view expressed with respect to any other disclosure document, materials or activity, or as to any information from another document or source referred to by or incorporated by reference in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum; and

(iii) The Continuing Disclosure Agreement of the Issuer satisfies the requirements contained in Rule 15c2-12(b)(5) of the United States Securities and Exchange Commission for an undertaking for the benefit of the holders of the Bonds to provide the information at the times and in the manner required by said Rule; provided that, for purposes of this opinion, such counsel is not expressing any view regarding the content of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum that is not expressly stated in numbered paragraph ii, above.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

j. Limited Offering Memorandum. The Limited Offering Memorandum and each supplement or amendment, if any, thereto.

k. 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.

l. Form 8038-G. 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 Underwriter's Counsel setting forth the facts, estimates and circumstances in existence on the Closing Date, which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code.

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 Agreements. The Continuing Disclosure Agreement of the Issuer and the Continuing Disclosure Agreement of the Developer shall have been executed by the parties thereto in substantially the forms attached to the Limited Offering Memorandum as Appendix E-1 and Appendix E-2.

p. Letter of Representation of the Appraiser. (i) Letter of Representation of the Appraiser, substantially in the form of Appendix F hereto, addressed to the City, Bond Counsel, the Underwriter, and the Trustee, or in form otherwise agreed upon by the Underwriter, and (ii) a copy of the real estate appraisal of the property in the Major Improvement Area of the District dated [August 30], 2021.

q. Letter of Representation of PID Administrator. Letter of Representation of PID Administrator, substantially in the form of Appendix G hereto, addressed to the City, Bond Counsel, the Underwriter, and the Trustee, or in form otherwise agreed upon by the Underwriter.

r. Evidence of Filing of Creation Resolution and Assessment Ordinance. Evidence that the Creation Resolution as well as the Assessment Ordinance, including the legal description of the property within the Major Improvement Area of the District, the Assessment Roll 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 Interbank, an Oklahoma state chartered bank acknowledging the creation of the District and consenting to and acknowledging the adoption of the Assessment Ordinance, the levy of the

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

Assessments, and the subordination of its lien to the lien created by the Assessments, in form and substance acceptable to the Underwriter, Underwriter's Counsel and Bond Counsel.

t. Developer Organizational Documents. The Developer shall have delivered to the Underwriter and the City, (i) fully executed copies of the Developer's organizational documents, (ii) a Certificate of Status from the Texas Secretary of State and (iii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Developer.

u. Rule 15c2-12 Certification. A resolution, an ordinance (including the Bond Ordinance) or a certificate of the City whereby the City has deemed the Preliminary Limited Offering Memorandum final as of its date, except for permitted omissions, as contemplated by Section (b)(1) of Rule 15c2-12 in connection with the offering of the Bonds, which action may be based on the approval of the release of the Preliminary Limited Offering Memorandum by an authorized City official (if such official has been duly authorized to take such action by the City Council), or certification, if made in the form of a certificate, may be included in the City Certificate required by Section 10(f) hereof.

v. Dissemination Agent. Evidence acceptable to the Underwriter in its sole discretion that the City and the Developer have engaged a dissemination agent acceptable to the Underwriter for the Bonds, with the execution of the Continuing Disclosure Agreement of the Issuer and the Continuing Disclosure Agreement of the Developer by other parties thereto being conclusive evidence of such acceptance by the Underwriter.

w. BLOR. A copy of the Blanket Issuer Letter of Representation to DTC relating to the Bonds and signed by the City.

x. Additional Documents. Such additional legal opinions, certificates, instruments, and other documents as the Underwriter or Underwriter's Counsel may reasonably deem necessary.

11. City's Closing Conditions. The obligation of the City hereunder to deliver the Bonds shall be subject to receipt on or before the Closing Date of the purchase price set forth in Section 1 hereof, the Attorney General Opinion and the opinion of Bond Counsel described in Section 10(a) hereof.

12. Consequences of Termination. If the City shall be unable to satisfy the conditions contained in this Agreement or if the obligations of the Underwriter shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and the Underwriter and the City shall have no further obligation hereunder, except as further set forth in Sections 13, 15 and 16 hereof.

13. Costs and Expenses.

a. The Underwriter shall be under no obligation to pay, and the City shall cause to be paid from proceeds of the Bonds the following expenses incident to the issuance of the Bonds and performance of the City's obligations hereunder: (i) the costs of the

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

preparation and printing of the Bonds; (ii) the cost of preparation, printing, and mailing of the Preliminary Limited Offering Memorandum, the final Limited Offering Memorandum and any supplements and amendments thereto; (iii) the fees and disbursements of the City's Financial Advisor, the Trustee's counsel, Bond Counsel, Developer's General Counsel, Developer's 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 PID Administrator; and (vi) the expenses incurred by or on behalf of City employees and representatives that are incidental to the issuance of the Bonds and the performance by the City of its obligations under this Agreement.

b. The Underwriter shall pay the following expenses: (i) all advertising expenses in connection with the limited offering of the Bonds; (ii) fees of Underwriter's Counsel; and (iii) all other expenses, including CUSIP fees (including out-of-pocket expenses and related regulatory expenses), incurred by it in connection with its public offering and distribution of the Bonds, except as noted in Section 13(a) above.

c. The City acknowledges that the Underwriter will pay from the Underwriter's expense allocation of the underwriting discount the applicable per bond assessment charged by the Municipal Advisory Council of Texas, a nonprofit corporation ("Texas MAC") whose purpose is to collect, maintain and distribute information relating to issuing entities of municipal securities.

14. Notice. Any notice or other communication to be given to the City under this Agreement may be given by delivering the same in writing to: City of Celina, Texas, 142 North Ohio Street, Celina, Texas 75009, Attention: City Manager.

Any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to: FMSbonds, Inc., 5 Cowboys Way, Suite 300-25, Frisco, Texas 75034, Attention: Mr. R.R. "Tripp" Davenport, III, Director.

15. Survival of Representations and Warranties. All representations and warranties of the parties made in, pursuant to or in connection with this Agreement shall survive the execution and delivery of this Agreement, notwithstanding any investigation by the parties. All statements contained in any certificate, instrument, or other writing delivered by a party to this Agreement or in connection with the transactions described in or by this Agreement constitute representations and warranties by such party under this Agreement to the extent such statement is set forth as a representation and warranty in the instrument in question.

16. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. The City and the Underwriter agree that electronic signatures to this Agreement may be regarded as original signatures.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

17. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

18. State Law Governs. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State.

19. No Assignment. The rights and obligations created by this Agreement shall not be subject to assignment by the Underwriter or the City without the prior written consent of the other party hereto.

20. No Personal Liability. None of the members of the City Council, nor any officer, representative, agent, or employee of the City, shall be charged personally by the Underwriter with any liability, or be held liable to the Underwriter under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach of this Agreement.

21. Anti-Boycott Verification. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

22. Iran, Sudan and Foreign Terrorist Organizations. The Underwriter represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

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

The foregoing representation is made solely to enable the Issuer to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable federal law and excludes the Underwriter and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization..

23. No Discrimination Against Fossil-Fuel Companies. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable federal or Texas law. As used in the foregoing verification, "boycott energy companies" shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

24. No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable federal or Texas law. As used in the foregoing verification, 'discriminate against a firearm entity or firearm trade association' (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. As used in the foregoing verification, (b) 'firearm entity' means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) 'firearm trade association' means a person, corporation, unincorporated association, federation, business

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

25. Affiliate. As used in Sections 21 through 24, the Underwriter understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17 C.F.R. § 230.450SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

26. Form 1295. Submitted herewith is a completed Form 1295 in connection with the Underwriter's participation in the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Underwriter, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Underwriter and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Underwriter; and, neither the City nor its consultants have verified such information.

27. Entire Agreement. This Agreement is made solely for the benefit of the City and the Underwriter (including their respective successors and assigns), and no other person shall acquire or have any right hereunder or by virtue hereof. All of the City's representations, warranties, and agreements contained in this Agreement shall remain operative and in full force and effect regardless of: (i) any investigations made by or on behalf of the Underwriter, provided the City shall have no liability with respect to any matter of which the Underwriter has actual knowledge prior to the purchase of the Bonds; or (ii) delivery of any payment for the Bonds pursuant to this Agreement. The agreements contained in this Section and in Section 16 shall survive any termination of this Agreement.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

FMSbonds, Inc.,
as Underwriter

By: _____
Name: Theodore A. Swinarski
Title: Senior Vice President - Trading

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

Accepted at _____ a.m./p.m. central time on the date first stated above.

City of Celina, Texas

By: _____
Mayor

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

SCHEDULE I

$[13,250,000]
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT
INITIAL MAJOR IMPROVEMENTS PROJECT)

Dated Date: December 7, 2021
Interest Accrues From: Date of Delivery

$[_____] [_____%] Term Bonds, Due September 1, 20[__], Priced to Yield [_____%] [(a) (b) (c)(d)]

$[_____] [_____%] Term Bonds, Due September 1, 20[__], Priced to Yield [_____%] [(a) (b) (c)(d)]

(a) The initial reoffering prices or yields of the Bonds have been determined in accordance with the 10% test.

(b) The Bonds maturing on or after September 1, 20__ may be redeemed before their scheduled maturity date, in whole or in part, on any date on or after September 1, 20__ such redemption date or dates to be fixed by the City, at the redemption price equal to the principal amount of the Bonds to be redeemed, plus accrued and unpaid interest to the date fixed of redemption.

(c) The Bonds are also subject to extraordinary optional redemption as described in the Limited Offering Memorandum under "DESCRIPTION OF THE BONDS — Redemption Provisions."

(d) The Bonds are also subject to mandatory sinking fund redemption on the dates and in the respective Sinking Fund Installments as set forth in the following schedules.

$_____ Term Bonds Maturing September 1, 20[ ]

Mandatory Sinking Fund Redemption Date	Sinking Fund Installment	Mandatory Sinking Fund Redemption Date	Sinking Fund Installment
September 1, 20__	$	September 1, 20__	$
September 1, 20__		September 1, 20__	
September 1, 20__		September 1, 20__†	

† Stated Maturity

$_____ Term Bonds Maturing September 1, 20[ ]

Mandatory Sinking Fund Redemption Date	Sinking Fund Installment	Mandatory Sinking Fund Redemption Date	Sinking Fund Installment
September 1, 20__	$	September 1, 20__	$
September 1, 20__		September 1, 20__	
September 1, 20__		September 1, 20__†	

† Stated Maturity

[Remainder of this page intentionally left blank.]

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

APPENDIX A

FORM OF DEVELOPER LETTER OF REPRESENTATIONS

$[13,250,000]
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT
INITIAL MAJOR IMPROVEMENTS PROJECT)

DEVELOPER LETTER OF REPRESENTATIONS

[November 9], 2021

City of Celina, Texas
142 N. Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Ladies and Gentlemen:

This letter is being delivered to the City of Celina, Texas (the "City") and FMSbonds, Inc. (the "Underwriter"), in consideration for your entering into the Bond Purchase Agreement dated the date hereof (the "Bond Purchase Agreement") for the sale and purchase of the $[13,250,000] "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (The Parks at Wilson Creek Public Improvement District Initial Major Improvements Project)" (the "Bonds"). Pursuant to the Bond Purchase Agreement, the Underwriter has agreed to purchase from the City, and the City has agreed to sell to the Underwriter, the Bonds. In order to induce the City to enter into the Bond Purchase Agreement and as consideration for the execution, delivery, and sale of the Bonds by the City and the purchase of them by the Underwriter, The Parks at Wilson Creek, L.P., a Texas limited partnership (the "Developer"), makes the representations, warranties, and covenants contained in this Developer Letter of Representations. Unless the context clearly indicates otherwise, each capitalized term used in this Developer Letter of Representations will have the meaning set forth in the Bond Purchase Agreement.

1. Purchase and Sale of Bonds. Inasmuch as the purchase and sale of the Bonds represents a negotiated transaction, the Developer understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the Developer, but rather is acting solely in its capacity as Underwriter of the Bonds for its own account.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

2. Updating of the Limited Offering Memorandum. If, after the date of this Developer Letter of Representations, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than twenty-five (25) days after the "end of the underwriting period" for the Bonds), the Developer becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the Developer will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request); however, that for the purposes of this Developer Letter of Representations and any certificate delivered by the Developer in accordance with the Bond Purchase Agreement, the Developer makes no representations with respect to the information appearing in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum except for the information set forth in the maps of the District therein and under the captions and subcaptions "PLAN OF FINANCE" (except for the information under the subcaption "— The Bonds"), "THE INITIAL MAJOR IMPROVEMENTS AND THE ADDITIONAL MAJOR IMPROVEMENTS," "THE DEVELOPMENT" and "THE DEVELOPER" and, to the Developer's knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Initial Major Improvements and the Additional Major Improvements, and the Development, as defined in the Limited Offering Memorandum), "LEGAL MATTERS — Litigation – The Developer," "CONTINUING DISCLOSURE — The Developer" and "— The Developer's Compliance with Prior Undertakings," "APPENDIX E-2," "APPENDIX F" and "APPENDIX G" (collectively, the "Developer Disclosures") in accordance with subsection 4(f) herein.

3. Developer Documents. The Developer has executed and delivered (or the Developer has been assigned in full) each of the below listed documents (individually, a "Developer Document" and collectively, the "Developer Documents") in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms:

a. this Developer Letter of Representations;

b. the Development Agreement (The Parks at Wilson Creek), effective as of January 13, 2015 and recorded as Document No. 20150126000084070 on January 26, 2015 in the real property records of Collin County, Texas, between the Issuer and The Parks at Wilson Creek, L.P., a Texas limited partnership, as amended and restated by that certain Amended and Restated Development Agreement (The Parks at Wilson Creek), effective on September 8, 2015 and recorded as Document No. 20150917001181960 on September 17, 2015 in the real property records of Collin County, Texas; and as further amended by that certain First Amendment to the Amended and Restated Development Agreement (The Parks at Wilson Creek), effective on October 8, 2019 and recorded as Document No. 20191021001322210 on October 21, 2019 in the real property records of Collin County,

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

Texas; and that certain Second Amendment to the Amended and Restated Development Agreement (The Parks at Wilson Creek) effective on September 14, 2021 and recorded as Document No. 20210923001945090 on September 23, 2021 in the real property records of Collin County, Texas (collectively, the "Development Agreement");

c. the PID Reimbursement Agreement – The Parks at Wilson Creek Public Improvement District effective [November 9], 2021 between the City and the Developer (the "PID Reimbursement Agreement"); and

d. the Continuing Disclosure Agreement of the Developer with respect to the Bonds, dated as of December 1, 2021, executed and delivered by the Developer, MuniCap, Inc., as PID Administrator, and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc., as Dissemination Agent.

The Developer has complied in all material respects with all of the Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

4. Developer Representations, Warranties and Covenants. The Developer represents, warrants, and covenants to the City and the Underwriter that:

a. Due Organization and Existence. Each Developer is duly formed and validly existing as a limited liability company under the laws of the State of Texas.

b. Organizational Documents. The copies of the organizational documents of each Developer provided by the respective Developer (the "Developer Organizational Documents") to the City and the Underwriter are fully executed, true, correct, and complete copies of such documents and such documents have not been amended or supplemented and are in full force and effect as of the date hereof.

c. No Breach. The execution and delivery of the Developer Documents by the Developer does not violate any judgment, order, writ, injunction or decree binding on the Developer or any indenture, agreement, or other instrument to which the Developer is a party.

d. No Litigation. There are no proceedings pending or threatened in writing before any court or administrative agency against the Developer that are either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

e. Information. The information prepared and submitted by the Developer to the City or the Underwriter in connection with the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum was, and is, as of this date, true and correct in all material respects.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

f. Preliminary Limited Offering Memorandum and Limited Offering Memorandum. The Developer represents and warrants that the information set forth in the Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The Developer agrees to provide a certificate dated the Closing Date affirming, as of such date, the representations contained in this subsection (f) with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

g. Events of Default. No "Event of Default" or "event of default" by the Developer under any of the Developer Documents, any documents to which the Developer is a party described in the Limited Offering Memorandum, or under any material documents relating to the financing and construction of the Initial Major Improvements to which the Developer is a party, or event that, with the passage of time or the giving of notice or both, would constitute such "Event of Default" or "event of default," by the Developer has occurred and is continuing.

5. Indemnification.

a. The Developer will indemnify and hold harmless the City and the Underwriter and each of their officers, directors, employees and agents against any losses, claims, damages or liabilities to which any of them may become subject, under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained or incorporated by reference in the Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, or any amendment or supplement to the Limited Offering Memorandum amending or supplementing the information contained under the aforementioned captions (as qualified above), or arise out of or are based upon the omission, untrue statement or alleged untrue statement or omission to state therein a material fact necessary to make the statements under the aforementioned captions (as qualified above) not misleading under the circumstances under which they were made and will reimburse any indemnified party for any reasonable legal or other expenses reasonably incurred by them in connection with investigating or defending any such action or claim as such expenses are incurred.

b. Promptly after receipt by an indemnified party under subsection (a) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve the indemnifying party from any liability which it may have to the indemnified party otherwise than under such subsection, unless such indemnifying party was prejudiced by such delay or lack of notice. In case any such action shall be brought against an indemnified party, it shall promptly notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. The indemnifying party shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any such action, the indemnifying party will indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment. The indemnity herein shall survive delivery of the Bonds and shall survive any investigation made by or on behalf of the City, the Developer or the Underwriter.

6. Survival of Representations, Warranties and Covenants. All representations, warranties, and agreements in this Developer Letter of Representations will survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of any payment by the Underwriter for the Bonds hereunder, and (c) any termination of the Bond Purchase Agreement.

7. Binding on Successors and Assigns. This Developer Letter of Representations will be binding upon the Developer and its successors and assigns and inure solely to the benefit of the Underwriter and the City, and no other person or firm or entity will acquire or have any right under or by virtue of this Developer Letter of Representations.

[*Signature page follows.*]

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

THE PARKS AT WILSON CREEK, L.P.,
a Texas limited partnership

By: The Parks at Wilson Creek GP, LLC,
a Texas limited liability company,
its General Partner

By: LLC Manager, Inc.,
A Texas corporation,
Its Manager

By: _____
James J. Melino, President

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

APPENDIX B

$[13,250,000]
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT
INITIAL MAJOR IMPROVEMENTS PROJECT)

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of FMSbonds, Inc. ("FMS"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds") of the City of Celina, Texas (the "Issuer").

1. ***Sale of the General Rule Maturities***. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities***.

(a) FMS offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, FMS agreed in writing on or prior to the Sale Date that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail or other third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail or other third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms***.

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

after the Sale Date, or (ii) the date on which FMS sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(e) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [November 9], 2021.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

[Remainder of this page intentionally left blank.]

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents FMS's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Certificate as to Tax Exemption with respect to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Norton Rose Fulbright US LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

FMSbonds, Inc.,
as Underwriter

By:_____

Name: Theodore A. Swinarski
Title: Senior Vice President – Trading

Date: _____, 2021

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

(*Attached*)

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

(*Attached*)

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

APPENDIX C

LETTERHEAD OF MESSER, FORT & MCDONALD, PLLC

[_____], 2021

City of Celina
142 North Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Norton Rose Fulbright US, LLP
2200 Ross Avenue
Suite 3600
Dallas, Texas 75201-7932

U.S. Bank National Association, as Trustee
111 Filmore Avenue East
St. Paul, Minnesota 55107
Attn: Bond Operations

Shupe Ventura, PLLC
9406 Biscayne Boulevard
Dallas, Texas 75218

James J. Melino
8750 N. Central Expressway, Suite 1735
Dallas, Texas 75231

$[13,250,000]
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT
INITIAL MAJOR IMPROVEMENTS PROJECT)

Ladies and Gentlemen:

This firm has acted as special counsel to the City of Celina, Texas (the "City") and are rendering this opinion for limited purposes in connection with the issuance and sale of $[13,250,000] "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (The Parks at Wilson Creek Public Improvement District Initial Major Improvements Project)" (the "Bonds"), by the City, a political subdivision of the State of Texas.

The Bonds are authorized pursuant to Ordinance No. 2021-__, enacted by the City Council of the City (the "City Council") on [November 9], 2021 (the "Bond Ordinance"), and were 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, 2021 (the "Indenture") by and between the City and U.S. Bank National Association, as trustee (the "Trustee"). The Bonds are being sold to FMSbonds, Inc. pursuant to the Bond Purchase Agreement dated [November 9], 2021 between the City and FMSbonds Inc. (the "Bond Purchase Agreement"). This opinion is being delivered pursuant to Section 10(c) of the Bond Purchase Agreement. Capitalized terms not defined herein shall have the same meanings as in the Indenture, unless otherwise stated herein.

In our capacity as special counsel to the to the City, and for the purposes of rendering opinions set forth herein, we have reviewed:

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

(a) Resolution No. 2015-34R (the "Creation Resolution"), enacted by the City Council on August 10, 2021;

(b) Ordinance No. _____, accepted and approved by the City Council on [November 9], 2021 (the "Assessment Ordinance," and the Amended and Restated Service and Assessment Plan (the "Service and Assessment Plan") attached as an exhibit thereto;

(c) The Bond Ordinance;

(d) The Indenture;

(e) the Development Agreement (The Parks at Wilson Creek), effective as of January 13, 2015 and recorded as Document No. 20150126000084070 on January 26, 2015 in the real property records of Collin County, Texas, between the Issuer and The Parks at Wilson Creek, L.P., a Texas limited partnership, as amended and restated by that certain Amended and Restated Development Agreement (The Parks at Wilson Creek), effective on September 8, 2015 and recorded as Document No. 20150917001181960 on September 17, 2015 in the real property records of Collin County, Texas; and as further amended by that certain First Amendment to the Amended and Restated Development Agreement (The Parks at Wilson Creek), effective on October 8, 2019 and recorded as Document No. 20191021001322210 on October 21, 2019 in the real property records of Collin County, Texas; and that certain Second Amendment to the Amended and Restated Development Agreement (The Parks at Wilson Creek) effective on September 14, 2021 and recorded as Document No. 20210923001945090 on September 23, 2021 in the real property records of Collin County, Texas (collectively, the "Development Agreement");

(f) the PID Reimbursement Agreement – The Parks at Wilson Creek Public Improvement District effective [November 9], 2021 between the City and the Developer (the "PID Reimbursement Agreement"); and

(g) the Continuing Disclosure Agreement of the Issuer with respect to the Bonds, dated as of December 1, 2021 (the "Continuing Disclosure Agreement of the Issuer"), executed and delivered by the City and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc, as Dissemination Agent; and

(h) Such other documents, records, agreements or certificates as we have deemed necessary or appropriate to enable us to render the opinions expressed below.

The Creation Resolution, the Assessment Ordinance, the Indenture and the Bond Ordinance shall hereinafter be collectively referred to as the "Authorizing Documents" and the remaining documents shall hereinafter be collectively referred to as the "Reviewed Documents."

In rendering the opinions expressed below, we have, with your concurrence and without any inquiry or other investigation, made and relied upon the following assumptions: (a) the due authorization, execution and delivery of each of the Reviewed Documents by all parties thereto other than the City; (b) the genuineness of all signatures to the Reviewed Documents; (c) the correctness and truthfulness of all the statements of fact contained in the Reviewed Documents; (d) the authenticity of the Reviewed Documents; (e) the conformity to original documents of the Reviewed Documents submitted to us as copies; and (f) the additional assumptions set forth on

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

Exhibit A attached to this letter and the exclusions set forth on **Exhibit B** attached to this letter. Our opinions are limited to matters expressly stated herein and no opinion is to be inferred or may be implied beyond the matters expressly stated.

In rendering the opinions set forth below, we have also relied upon: (a) the representations and warranties contained in the Reviewed Documents; (b) the resolutions and other documents of the parties to the Reviewed Documents authorizing or approving the Reviewed Documents; (c) the Closing Certificate of the Developer delivered pursuant to the Bond Purchase Agreement; (d) the Developer Letter of Representations delivered pursuant to the Bond Purchase Agreement; (e) the legal opinion delivered pursuant to the Bond Purchase Agreement by James Melino, Esq., Developer's General Counsel; and (f) the legal opinion delivered pursuant to the Bond Purchase Agreement by Shupe Ventura, PLLC, Developer's Special Counsel (collectively, the "Reliance Materials"). We have not made any independent or other investigation, review, analysis, or inquiry as to any of the facts, matters, circumstances or legal opinions or conclusions contained in the Reviewed Documents or Reliance Materials or the accuracy or completeness thereof. Additionally, we have assumed that none of the Reviewed Documents or Reliance Materials contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements made, in light of the circumstances in which they are made, not misleading. We have not made any examination of any accounting or financial matters, and we express no opinion with respect thereto.

The opinions expressed herein are subject to the correctness in understanding that no beneficiary to this opinion letter may rely on this opinion letter to the extent that such beneficiary or its counsel has actual knowledge of any applicable laws, facts, or circumstances which would make any opinion expressed herein incorrect, subject to question, or require further investigation of any laws, facts or circumstances.

Whenever our opinion or advice with respect to the existence or absence of facts is indicated to be based on our knowledge, we are referring to the actual knowledge of the Messer, Fort & McDonald, PLLC attorneys who have given substantive attention to matters concerning the City during the course of our representation of the City in connection with the Reviewed Documents, which knowledge has been obtained by such attorneys in their capacity as such. In particular, our response does not include matters known to any attorney of our firm in a capacity other than as special counsel to the City. Further, the words "our knowledge," "our actual knowledge" and similar expressions used in this opinion letter are intended to be limited to the actual knowledge of Julie Fort of our firm who have been directly involved in representing the City. We have not undertaken any independent investigation to determine the existence or absence of such facts, and no inference as to our knowledge concerning such facts should be drawn from the fact that such limited representation has been undertaken by us.

Based upon and subject to the foregoing and the additional qualifications, limitations, and assumptions set forth herein, we are of the opinion that:

1. The City is a Texas political subdivision and has all necessary power and authority to enter into and perform its obligations under the Authorizing Documents and the Reviewed Documents. The City has taken or obtained all actions, approvals, consents and authorizations

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

required of it by applicable laws in connection with the execution of the Authorizing Documents and the Reviewed Documents and the performance of its obligations thereunder.

2. To the best of our knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, public board or body, pending, or threatened against the City: (a) affecting the existence of the City or the titles of its officers to their respective offices, (b) in any way questioning the formation or existence of The Parks at Wilson Creek Public Improvement District, (c) affecting, contesting or seeking to prohibit, restrain or enjoin the delivery of any of the Bonds, or the payment, collection or application of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, including the Assessments in the District pursuant to the provisions of the Assessment Ordinance and the Service and Assessment Plan referenced therein, (d) contesting or affecting the validity or enforceability, or the City's performance of the Reviewed Documents, (e) contesting the exclusion of the interest on the Bonds from federal income taxation, or (f) which may result in any material adverse change relating to the financial condition of the City.

3. The Authorizing Documents were duly enacted by the City and remain in full force and effect on the date hereof.

4. The Reviewed Documents have been duly authorized, executed and delivered by the City and remain legal, valid and binding obligations of the City enforceable against the City in accordance with their terms. However, the enforceability of the obligations of the City under such Reviewed Documents may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, (b) principles of equity, whether considered at law or in equity, or (c) the application of State law relating to action by future councils and relating to governmental immunity applicable to governmental entities.

5. The performance by the City of the obligations under the Authorizing Documents and the Reviewed Documents will not violate any provision of any Federal or State constitutional or statutory provision.

6. No further consent, approval, authorization, or order of any court or governmental agency or body or official is required to be obtained by the City as a condition precedent to the performance by the City of its obligations under the Authorizing Documents and the Reviewed Documents.

7. The City has duly authorized and delivered the Preliminary Limited Offering Memorandum.

8. Based upon our limited participation in the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum (collectively, the "Limited Offering Memorandum"), the statements and information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum with respect to the City under the captions and subcaptions "ASSESSMENT PROCEDURES — Assessment Methodology" and "— Assessment Amounts," "THE CITY," "THE DISTRICT," "LEGAL MATTERS — Litigation — The City," "CONTINUING DISCLOSURE — The City" and " — The City's Compliance with

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

Prior Undertakings" and "APPENDIX A" are a fair and accurate summary of the laws and the documents and facts summarized therein.

9. The adoption of the Authorizing Documents, the execution and delivery of the Reviewed Documents and the compliance with the provisions of the Authorizing Documents and the Reviewed Documents under the circumstances contemplated thereby, to the best of our knowledge: (a) do not and will not in any material respect conflict with, or constitute on the part of the City, a breach of or default under any agreement to which the City is a party or by which it is bound, and (b) do not and will not in any material respect conflict with, or constitute on the part of the City, a violation, breach of, or default under any existing law, regulation, court order or consent decree to which the City is subject.

The foregoing opinions are, with your concurrence, predicated on, limited by and qualified in their entirety by the following:

(a) The foregoing opinions are based on and limited to the laws of the State of Texas, and we render no opinion with respect to the federal laws of the United States or to the laws of any other jurisdiction.

(b) We express no opinion with respect to the enforceability of provisions of the Reviewed Documents that relate to (i) mediation or arbitration; (ii) limitations or restrictions on, or waiver of, legal or equitable remedies; (iii) indemnity or release; (iv) limitations or restrictions on assignment or transfer of rights, interests or property; (v) the rights or obligations of third parties; (vi) evidentiary standards; (vii) waiver of rights to notice or the obligations of good faith, fair, dealing, diligence or reasonableness; (viii) self-help, subrogation, delay or omission to enforce rights or remedies, contribution or severability; (ix) the availability of specific performance, injunctive relief or any other equitable remedy (regardless of whether such question is considered in a proceeding in equity or at law); (x) fixed, stipulated or liquidated damages; (xi) the making of determinations in the sole and absolute (or similarly described) discretion of a party to the Reviewed Documents; (xii) authorizing any party to exercise any rights other than in accordance with applicable law; (xiii) liability of any party for payment of any amount payable under the Reviewed Documents to the extent such amounts (A) accrue, or are attributable to any period of time, after the termination of any of the Reviewed Documents, (B) allow any other party to recover more than the "benefit of its bargain" or (C) exceed the amount of any party's actual damages; (xiv) rendering inapplicable any otherwise applicable law (other than those laws which by their terms may be rendered inapplicable); (xv) requiring all amendments, waivers and terminations be in writing or requiring disregard of any course of dealing between the parties; (xvi) establishing any obligation of the parties as absolute or unconditional regardless of the occurrence or non-occurrence or existence or non-existence of any event or other state of facts; (xvii) obligations of the parties by reference to and/or incorporation of any provision of any agreement other than the Reviewed Documents, or that consist of or employ provisions (whether operative or definitional) contained in any such other agreement; (xviii) obligating any party to take action it has no legal right to take, or to take or not take an action if taking or failing to take the same would constitute, or aid or abet, a violation of applicable law; (xix) certain agreements of non-signatories, or obligations of signatories with respect to non-signatories

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

or other persons or entities, whether or not signatories, not under the control of such signatories; (xx) selection of venue; (xxi) modifying the time at which any applicable statute of limitation begins to run or at which any cause of action begins to accrue; (xxii) an exemption from any sales or other taxes; (xiii) disclaiming or limiting warranties implied by or required pursuant to law; (xxiv) waiving the defense that an adequate remedy at law exists; and (xxv) waiving any suretyship defenses.

(c) The validity, binding effect, and enforceability of the Reviewed Documents may be limited by (i) applicable bankruptcy, insolvency, reorganization, receivership, moratorium, liquidation, redemption, conservatorship, rearrangement, fraudulent conveyance, or other similar statutes, regulations or laws affecting creditor's rights and remedies generally; (ii) general principles of equity; (iii) judicial discretion; (iv) the exercise by political subdivisions or governmental authorities or corporations acting on their behalf of sovereign or governmental immunity, legislative or governmental powers, police powers, taxing powers, or rights of appropriation; and (v) applicable court decisions relating to a duty or obligation to mitigate damages.

(d) We express no opinion regarding the effect of the laws of usury or similar laws regarding interest rate limitations on the provisions of the Reviewed Documents.

(e) We express no opinion with respect to the matters described on Exhibit B attached to this letter.

(f) The opinions set forth herein are also subject to the qualification that enforceability of the Reviewed Documents may be limited by (i) the provisions of Section 130.002 of the Texas Civil Practice and Remedies Code regarding limitations on indemnifications; (ii) Section 28 of the Texas Property Code regarding prompt payment to contractors and subcontractors; (iii) Section 16.071 of the Texas Civil Practice and Remedies Code regarding the time period for a claimant to give notice of a claim for damages as a condition precedent to the right to sue on a contract; (iv) Section 16.070 of the Texas Civil Practice and Remedies Code regarding permitted contractual limitations on when a claimant may bring suit on a contract; (v) Section 38.02 of the Texas Civil Practice and Remedies Code providing for the notice time period in order for a claimant to recover attorneys' fees; (vi) the "express negligence" and "clear and conspicuous" rules adopted by the Texas Supreme Court, as applied to any indemnity or release provisions in the Reviewed Documents; (vii) Section 35.52 of the Texas Business and Commerce Code; (viii) Section 162.001 et seq. of the Texas Property Code; (ix) Section 302.002 of the Texas Finance Code; (x) Section 28.009 of the Texas Property Code; and (xi) claims of sovereign or governmental immunity by political subdivisions or governmental authorities or corporations acting on their behalf.

We express no opinion as to the laws of any jurisdiction other than the laws of Texas and the laws of the United States of America. The opinions expressed above concern only the effect of the laws (excluding the principles of conflict of laws) of Texas and the United States of America as currently in effect.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

We assume there are no material misstatements in the legal opinions delivered by the other parties and entities to this transaction; and further specifically rely upon Bond Counsel to the City with regard to the Bond Ordinance, Indenture, bond purchase agreement or other documents prepared, delivered or executed in connection with the Bonds and Bond documents, and the Attorney General's review and approval of the transaction.

This opinion letter has been rendered solely for the benefit of the addressees named above in connection with the transactions described therein, and may not be used, circulated, quoted, relied upon or otherwise referred to for any other purpose or by any other person without our prior written consent. This opinion letter does not constitute a warranty or guarantee or an opinion as to matters of fact and should not be construed or relied upon as such. This opinion letter is as of the date hereof only, and we undertake no, and hereby disclaim any, obligation to advise you of any change in any matter set forth herein.

Very truly yours,

_____

ATTORNEY FOR THE CITY

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

EXHIBIT A TO OPINION LETTER

ADDITIONAL ASSUMPTIONS

In addition to the assumptions contained in the letter to which this Exhibit A is attached, we have, with your concurrence and without any inquiry or other investigation, made and relied upon the following additional assumptions:

1. The legal capacity of all natural persons executing the Reviewed Documents;

2. No undue influence, duress, fraud, or deceit exists with respect to the transactions described in the Reviewed Documents, and there has not been any mutual mistake of fact or misunderstanding with respect to the same;

3. The conduct of the parties to the Reviewed Documents has complied, and will comply, with any requirement of good faith, fair dealing, and conscionability;

4. There are no agreements or understandings, written or oral, among the parties to the Reviewed Documents, and there is no usage or trade or course of prior dealing among the parties to the Reviewed Documents that would, in either case, define, supplement, or qualify the terms of the Reviewed Documents;

5. All parties to the Reviewed Documents have complied with all legal requirements that are applicable to them to the extent necessary to authorize such parties to enter into the Reviewed Documents and, except as to the City, the Reviewed Documents are enforceable against the other parties thereto;

6. There has been no modification of any provision of the Reviewed Documents, and no waiver or release of any right or remedy thereunder;

7. All parties to the Reviewed Documents will act in accordance with, and will refrain from taking any action that is forbidden by, the terms and conditions of the Reviewed Documents; and

8. All parties to the Reviewed Documents will obtain all permits and governmental approvals required in the future, and take all actions similarly required, relevant to subsequent consummation of the transactions evidenced by the Reviewed Documents or performance of the Reviewed Documents.

9. There are no material misstatements in the legal opinions delivered pursuant to the Bond Purchase Agreement by: (i) Norton Rose Fulbright US LLP, Bond Counsel to the City; (ii) James J. Melino, Esq., Developer's General Counsel; and (iii) Shupe Ventura, PLLC, Developer's Special Counsel.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

EXHIBIT B TO OPINION LETTER

ADDITIONAL EXCLUSIONS

None of the opinions expressed in the letter to which this Exhibit B is attached include any implied opinion unless such implied opinion is both (a) essential to the legal conclusion reached by the express opinions set forth in this letter and (b) based upon prevailing norms and expectations among experienced lawyers in the State of Texas, reasonable in the circumstances. Moreover, unless explicitly addressed in the letter to which this Exhibit B is attached, our opinions do not address any of the following legal issues or the effects thereof on the transactions evidenced by the Bond Purchase Agreement or any other documents prepared, delivered, or executed in connection with the Bonds (the "***Bond Documents***"), and we specifically express no opinion with respect to the Bond Documents:

1. Federal and State securities laws and regulations administered by the Securities and Exchange Commission and state "***Blue Sky***" laws and regulations.

2. The compliance or noncompliance by the Underwriter, the Trustee, the Developer, any party to the Bond Documents, or the purchasers of the Bonds with any federal and state laws or regulations applicable to the transactions evidenced by the Bond Documents;

3. Compliance with fiduciary duty requirements;

4. Decisions, orders, rules, policies, and regulations of any political subdivision, department, agency, organization, or entity of any kind created under or pursuant to federal law and judicial decisions to the extent they deal with any of the foregoing.

5. Title to any asset or property described or referred to in the Bond Documents or the accuracy or sufficiency of its description;

6. The creation, attachment, perfection, priority or enforcement of any lien, security interest or right of offset purported to be granted under the Bond Documents or created by operation of law;

7. The recordation or filing of any Bond Documents or related documents;

8. Federal and state environmental laws and regulations;

9. Federal and state land use and subdivision laws and regulations;

10. Federal and state tax laws and regulations;

11. Federal patent, copyright and trademark, state trademark, and other federal and state intellectual property laws and regulations;

12. Federal and state racketeering laws and regulations (e.g., RICO);

13. Federal and state health and safety laws and regulations (e.g., OSHA);

14. Federal and state labor laws and regulations;

15. Federal and state laws, regulations and policies concerning (i) national and local emergency, (ii) possible judicial deference to acts of sovereign states, and (iii) criminal and civil forfeiture laws; and

16. Other federal and state statutes of general application to the extent they provide for criminal prosecution (e.g., mail fraud and wire fraud statutes).

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

APPENDIX D-1

LETTERHEAD OF JAMES J. MELINO, ESQ
DEVELOPER'S GENERAL COUNSEL

[_____], 2021

City of Celina
142 North Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Norton Rose Fulbright US, LLP
2200 Ross Avenue
Suite 3600
Dallas, Texas 75201-7932

U.S. Bank National Association, as Trustee
111 Filmore Avenue East
St. Paul, Minnesota 55107
Attn: Bond Operations

Messer, Fort & McDonald PLLC
6371 Preston Rd., Suite 200
Frisco, Texas 75034

Shupe Ventura, PLLC
9406 Biscayne Blvd.
Dallas, Texas 75218

$[13,250,000]
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT
INITIAL MAJOR IMPROVEMENTS PROJECT)

Ladies and Gentlemen:

I am general counsel for The Parks at Wilson Creek, L.P., a Texas limited partnership (the "Developer") in connection with the issuance and sale by the City of Celina, Texas (the "City"), of $[13,250,000] "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (The Parks at Wilson Creek Public Improvement District Initial Major Improvements Project)" (the "Bonds"), pursuant to Indenture of Trust dated as of December 1, 2021 (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 "The Parks at Wilson Creek" (the "Development") located in the City.

The Bonds are being sold to FMSBonds, Inc. (the "Underwriter"), pursuant to that certain Bond Purchase Agreement dated December 1, 2021 (the "Bond Purchase Agreement"), by and between the City and the Underwriter. This opinion is being delivered pursuant to Section 10(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.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

Assumptions and Bases for Opinions and Assurances

In my capacity as 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 my 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) Developer Letter of Representations;

(2) Closing Certificate of Developer;

(3) The PID Reimbursement Agreement;

(4) The Development Agreement;

(5) The Continuing Disclosure Agreement of Developer; and

(6) The Initial Major Improvement Redemption/Waiver Agreement.

The Documents identified as items (1) through (6), inclusive, are hereinafter referred to as the "Developer Related 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 each of Developer, The Parks at Wilson Creek GP, LLC, the General Partner (herein so called) of the Developer and LLC Manager, Inc., the Manager (herein so called) of the General Partner, adopted as of June 4, 2021, authorizing the execution of the Developer Related Documents and related matters; and (iii) certain other matters (the "Developer Certificate");

(c) Evidence that the Developer, General Partner and Manager are each authorized to do business in the State of Texas and are in good standing;

(d) The Preliminary Limited Offering Memorandum dated _____, 2021, relating to the issuance of the Bonds (the "Preliminary Limited Offering Memorandum");

(e) The final Limited Offering Memorandum dated _____, 2021, relating to the issuance of the Bonds (the "Limited Offering Memorandum"); and

(f) Such other documents, records, agreements, and certificates of the Developer, General Partner and Manager, and their respective constituent parties, and such other parties as I have deemed necessary or appropriate to enable me 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

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

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 my 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 Developer Related Documents), (iii) each certificate from governmental officials reviewed by me 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 Developer Related Documents), (vi) the authenticity and accuracy of all documents submitted to me as originals, (vii) the conformity to original documents of all documents submitted to me 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 partnership, duly organized, validly existing and in good standing under the laws of the State of Texas, the General Partner is the sole general partner of the Developer and is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Texas, and the Manager is the sole non-Member manager of the General Partner and is a corporation 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 to execute, deliver and perform its obligations under the Developer Related Documents. The execution and delivery by the Developer of each Developer Related Document and the performance by the Developer of its obligations thereunder have been duly authorized by all requisite partnership action on behalf of or on the part of the Developer.

3. The execution and delivery by the Developer of the Developer Related Documents and the performance by the Developer of its obligations under the Developer Related 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 Developer Related Documents; 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 Developer on or before the date hereof as a condition to (a) the execution and delivery by the Developer of the Developer Related Documents, or (b) the performance by the Developer of its obligations under the Developer Related Documents, except for Governmental Approvals that may be required to comply with certain covenants contained

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

in the Developer Related Documents (including, without limitation, covenants to comply with applicable laws).

5. The Developer Related Documents 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 Developer Related Documents; (iii) the validity or enforceability against it of such Developer Related Documents or the transactions described therein; (iv) the titles of the parties executing the Developer Related Documents on behalf of Developer; (v) the execution and delivery of the Developer Related 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 Limited Offering Memorandum 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 Developer Related 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 Developer Related 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 Developer Related 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 Preliminary Limited Offering Memorandum and Limited Offering Memorandum under the captions "PLAN OF FINANCE" (except the information set forth under the subsection "—The Bonds"), "THE INITIAL MAJOR IMPROVEMENTS AND THE ADDITIONAL MAJOR IMPROVEMENTS," "THE DEVELOPMENT," and "THE DEVELOPER" and, to the best of my knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Initial Major Improvements and the Additional Major Improvements, and the Development, as defined in the Limited Offering Memorandum), "LEGAL MATTERS — Litigation — The Developer" and "CONTINUING DISCLOSURE — The Developer" and " — The Developer's Compliance with Prior Undertakings," 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.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

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: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

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.

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Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

APPENDIX D-2

LETTERHEAD OF SHUPE VENTURA, PLLC
DEVELOPER' SPECIAL COUNSEL

[_____], 2021

City of Celina
142 North Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Norton Rose Fulbright US, LLP
2200 Ross Avenue
Suite 3600
Dallas, Texas 75201-7932

U.S. Bank National Association, as Trustee
111 Filmore Avenue East
St. Paul, Minnesota 55107
Attn: Bond Operations

Messer, Fort & McDonald PLLC
6371 Preston Rd., Suite 200
Frisco, Texas 75034

$[13,250,000]
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT
INITIAL MAJOR IMPROVEMENTS PROJECT)

Ladies & Gentlemen:

We have acted as special counsel to The Parks at Wilson Creek, L.P., a Texas limited partnership (the "***Developer***") in connection with the issuance and sale by the City of Celina, Texas (the "***City***"), of $[13,250,000] City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (The Parks at Wilson Creek Public Improvement District Major Improvement Project) (the "***Bonds***"), pursuant to Indenture of Trust dated as of [December 1], 2021 (the "***Indenture***"), by and between the City and U.S. Bank National Association, a national banking 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 "The Parks at Wilson Creek" (the "***Development***") located in the City.

The Bonds are being sold to FMSbonds, Inc. (the "***Underwriter***"), pursuant to that certain Bond Purchase Agreement dated [December 1], 2021 (the "***Bond Purchase Agreement***"), between the City and the Underwriter. This opinion is being delivered pursuant to Section ___ 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.

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:

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

(a) The following documents to which the Developer is a party (collectively, the "***Reviewed Documents***"):

(1) the *Development Agreement (The Parks at Wilson Creek)*, effective as of January 13, 2015 and recorded as Document No. 20150126000084070 on January 26, 2015 in the real property records of Collin County, Texas, between the Issuer and The Parks at Wilson Creek, L.P., a Texas limited partnership, as amended and restated by that certain *Amended and Restated Development Agreement (The Parks at Wilson Creek)*, effective on September 8, 2015 and recorded as Document No. 20150917001181960 on September 17, 2015 in the real property records of Collin County, Texas; and as further amended by that certain *First Amendment to the Amended and Restated Development Agreement (The Parks at Wilson Creek)*, effective on October 8, 2019 and recorded as Document No. 20191021001322210 on October 21, 2019 in the real property records of Collin County, Texas; and that certain *Second Amendment to the Amended and Restated Development Agreement (The Parks at Wilson Creek)* effective on September 14, 2021 and recorded as Document No. 20210923001945090 on September 23, 2021 in the real property records of Collin County, Texas (collectively, the "***Development Agreement***"); and

(2) the *PID Reimbursement Agreement – The Parks at Wilson Creek Public Improvement District* effective **[_____], 2021** between the City and the Developer; and

(3) the *Developer Letter of Representations* executed by the Developer as of **[_____]**; and

(4) the *Continuing Disclosure Agreement of Developer* dated as of [_____, 2021], among the Developer, MuniCap, Inc., and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as Dissemination Agent; and

(b) The *Preliminary Limited Offering Memorandum,* dated [_____, 2021], relating to the issuance of the Bonds; and

(c) The final *Limited Offering Memorandum* dated **November 9, 2021**, relating to the issuance of the Bonds; and

(d) Such other documents, records, agreements and certificates of the Developer as we have deemed necessary or appropriate to render the opinions expressed below.

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. Our opinions are

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

limited to matters expressly stated herein and no opinion is to be inferred or may be implied beyond the matters expressly stated.

In rendering the opinions set forth below, we have also relied upon: (a) the representations and warranties contained in the Reviewed Documents; (b) the resolutions and other documents of the parties to the Reviewed Documents authorizing or approving the Reviewed Documents; (c) the Closing Certificate of the Developer delivered pursuant to the Bond Purchase Agreement; (d) the legal opinion delivered pursuant to the Bond Purchase Agreement by James Melino, Esq., counsel to the Developer; and (e) the legal opinion delivered pursuant to the Bond Purchase Agreement by Messer, Fort & McDonald PLLC, special counsel to the City (collectively, the "Reliance Materials"). We have not made any independent or other investigation, review, analysis, or inquiry as to any of the facts, matters, circumstances or legal opinions or conclusions contained in the Reviewed Documents or Reliance Materials or the accuracy or completeness thereof. Additionally, we have assumed that none of the Reviewed Documents or Reliance Materials contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements made, in light of the circumstances in which they are made, not misleading. We have not made any examination of any accounting or financial matters, and we express no opinion with respect thereto.

The opinions expressed herein are subject to the correctness in understanding that no beneficiary to this opinion letter may rely on this opinion letter to the extent that such beneficiary or its counsel has actual knowledge of any applicable laws, facts, or circumstances which would make any opinion expressed herein incorrect, subject to question, or require further investigation of any laws, facts or circumstances.

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, 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 special counsel to the Developer. Further, the words "our knowledge," "our actual knowledge" and similar expressions used in this opinion letter are intended to be limited to the actual knowledge of Misty Ventura, Corey Admire, and Roxanne Sheehan of our firm who have been directly involved in representing 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 legal, valid, and binding obligations of and are 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.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

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) requiring all amendments, waivers and terminations be in writing or requiring disregard of any course of dealing between the parties; (xvi) establishing any obligation of the parties as absolute or unconditional regardless of the occurrence or non-occurrence or existence or non-existence of any event or other state of facts; (xvii) obligations of the parties by reference to and/or incorporation of any provision of any agreement other than the Reviewed Documents, or that consist of or employ provisions (whether operative or definitional) contained in any such other agreement; (xviii) obligating any party to take action it has no legal right to take, or to take or not take an action if taking or failing to take the same would constitute, or aid or abet, a violation of applicable law; (xix) certain agreements of non-signatories, or obligations of signatories with respect to non-signatories or other persons or entities, whether or not signatories, not under the control of such signatories; (xx) selection of venue; (xxi) modifying the time at which any applicable statute of limitation begins to run or at which any cause of action begins to accrue; (xxii) an exemption from any sales or other taxes; (xiii) disclaiming or limiting warranties implied by or required pursuant to law; (xxiv) waiving the defense that an adequate remedy at law exists; and (xxv) waiving any suretyship defenses.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

(c) The validity, binding effect, and enforceability of the Reviewed Documents may be limited by (i) applicable bankruptcy, insolvency, reorganization, receivership, moratorium, liquidation, redemption, conservatorship, rearrangement, fraudulent conveyance, or other similar statutes, regulations or laws affecting creditor's rights and remedies generally; (ii) general principles of equity; (iii) judicial discretion; (iv) the exercise by political subdivisions or governmental authorities or corporations acting on their behalf of sovereign or governmental immunity, legislative or governmental powers, police powers, taxing powers, or rights of appropriation; and (v) applicable court decisions relating to a duty or obligation to mitigate damages.

(d) We express no opinion regarding the effect of the laws of usury or similar laws regarding interest rate limitations on the provisions of the Reviewed Documents.

(e) We express no opinion with respect to the matters described on Exhibit B attached to this letter.

(f) The opinions set forth herein are also subject to the qualification that enforceability of the Reviewed Documents may be limited by (i) the provisions of Section 130.002 of the Texas Civil Practice and Remedies Code regarding limitations on indemnifications; (ii) Section 28 of the Texas Property Code regarding prompt payment to contractors and subcontractors; (iii) Section 16.071 of the Texas Civil Practice and Remedies Code regarding the time period for a claimant to give notice of a claim for damages as a condition precedent to the right to sue on a contract; (iv) Section 16.070 of the Texas Civil Practice and Remedies Code regarding permitted contractual limitations on when a claimant may bring suit on a contract; (v) Section 38.02 of the Texas Civil Practice and Remedies Code providing for the notice time period in order for a claimant to recover attorneys' fees; (vi) the "express negligence" and "clear and conspicuous" rules adopted by the Texas Supreme Court, as applied to any indemnity or release provisions in the Reviewed Documents; (vii) Section 35.52 of the Texas Business and Commerce Code; (viii) Section 162.001 et seq. of the Texas Property Code; (ix) Section 302.002 of the Texas Finance Code; (x) Section 28.009 of the Texas Property Code; and (xi) claims of sovereign or governmental immunity by political subdivisions or governmental authorities or corporations acting on their behalf.

(g) The opinions expressed herein are based on our consideration of laws of the State of Texas which, in our experience, are normally applicable to transactions of the type described in the Reviewed Documents.

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,

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

EXHIBIT A TO OPINION LETTER

ADDITIONAL ASSUMPTIONS

In addition to the assumptions contained in the letter to which this Exhibit A is attached, we have, with your concurrence and without any inquiry or other investigation, made and relied upon the following additional assumptions:

1. The legal capacity of all natural persons executing the Reviewed Documents;

2. No undue influence, duress, fraud, or deceit exists with respect to the transactions described in the Reviewed Documents, and there has not been any mutual mistake of fact or misunderstanding with respect to the same;

3. The conduct of the parties to the Reviewed Documents has complied, and will comply, with any requirement of good faith, fair dealing, and conscionability;

4. There are no agreements or understandings, written or oral, among the parties to the Reviewed Documents, and there is no usage or trade or course of prior dealing among the parties to the Reviewed Documents that would, in either case, define, supplement, or qualify the terms of the Reviewed Documents;

5. All 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;

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; and

10. There are no material misstatements in the legal opinions delivered pursuant to the Bond Purchase Agreement by: (i) Norton Rose Fulbright US LLP, Bond Counsel to the City; (ii) Messer, Fort & McDonald, special counsel to the City; (iii) Orrick, Herrington & Sutcliffe, LLP, counsel to the Underwriter; or (iv) James Melino, Esq., counsel to the Developer.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

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 related to:

1. Federal and State securities laws and regulations administered by the Securities and Exchange Commission and state "***Blue Sky***" laws and regulations.

2. The compliance or noncompliance by the Underwriter, the Trustee, the City, any party to the Bond Documents, or the purchasers of the Bonds with any federal and state laws or regulations applicable to the transactions evidenced by the Bond Documents;

3. Compliance with fiduciary duty requirements;

4. Decisions, orders, rules, policies, and regulations of any political subdivision, department, agency, organization, or entity of any kind created under or pursuant to federal law and judicial decisions to the extent they deal with any of the foregoing.

5. Title to any asset or property described or referred to in the Bond Documents or the accuracy or sufficiency of its description;

6. The creation, attachment, perfection, priority or enforcement of any lien, security interest or right of offset purported to be granted under the Bond Documents or created by operation of law;

7. The recordation or filing of any Bond Documents or related documents;

8. Federal and state environmental laws and regulations;

9. Federal and state land use and subdivision laws and regulations;

10. Federal and state tax laws and regulations;

11. Federal patent, copyright and trademark, state trademark, and other federal and state intellectual property laws and regulations;

12. Federal and state racketeering laws and regulations (e.g., RICO);

13. Federal and state health and safety laws and regulations (e.g., OSHA);

14. Federal and state labor laws and regulations;

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

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 Limited Offering Memorandum, final Limited Offering Memorandum, and any other Bond Documents.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

EXHIBIT E

CLOSING CERTIFICATE OF DEVELOPER

The Parks at Wilson Creek, L.P., a Texas limited partnership, the "*Developer*", DOES HEREBY CERTIFY the following as of the date hereof. All capitalized terms not otherwise defined herein shall have the meaning given to such term in the Limited Offering Memorandum.

1. The Developer is a Texas limited partnership organized, validly existing and in good standing under the laws of the State of Texas.

2. Representatives of the Developer have provided information to the City of Celina, Texas (the "*City*") and FMSbonds, Inc. (the "*Underwriter*") to be used in connection with the offering by the City of its $[13,250,000] aggregate principal amount of Special Assessment Revenue Bonds, Series 2021 (The Parks at Wilson Creek Public Improvement District Initial Major Improvements Project) (the "*Bonds*"), pursuant to the Preliminary Limited Offering Memorandum, dated [_____], 2021 (the "*Preliminary Limited Offering Memorandum*"), and Limited Offering Memorandum dated [November 9], 2021 (the "*Limited Offering Memorandum*").

3. The Developer has delivered to the Underwriter and the City true, correct, complete and fully executed copies of the Developer's organizational documents, and such documents have not been amended or supplemented since delivery to the Underwriter and the City and are in full force and effect as of the date hereof.

4. The Developer has delivered to the Underwriter and the City a (i) Certificate of Fact from the Texas Secretary of State and (ii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Developer.

5. The Developer has executed and delivered each of the below listed documents (individually, a "*Developer Document*" and collectively, the "*Developer Documents*") in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms:

(a) that certain Developer Letter of Representations, dated [November 9], 2021;

(b) the Development Agreement (The Parks at Wilson Creek), effective as of January 13, 2015 and recorded as Document No. 20150126000084070 on January 26, 2015 in the real property records of Collin County, Texas, between the Issuer and The Parks at Wilson Creek, L.P., a Texas limited partnership, as amended and restated by that certain Amended and Restated Development Agreement (The Parks at Wilson Creek), effective on September 8, 2015 and recorded as Document No. 20150917001181960 on September 17, 2015 in the real property records of Collin County, Texas; and as further amended by that certain First Amendment to the Amended and Restated Development Agreement (The Parks at Wilson Creek), effective on October 8, 2019 and recorded as Document No. 20191021001322210 on

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

October 21, 2019 in the real property records of Collin County, Texas; and that certain Second Amendment to the Amended and Restated Development Agreement (The Parks at Wilson Creek) effective on September 14, 2021 and recorded as Document No. 20210923001945090 on September 23, 2021 in the real property records of Collin County, Texas (collectively, the "Development Agreement");

(c) the PID Reimbursement Agreement – The Parks at Wilson Creek Public Improvement District effective [November 9], 2021 between the City and the Developer (the "PID Reimbursement Agreement"); and

(d) the Continuing Disclosure Agreement of the Developer with respect to the Bonds, dated as of December 1, 2021, executed and delivered by the Developer, MuniCap, Inc., as PID Administrator, and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as Dissemination Agent.

6. The Developer owned all of the Assessed Property (as defined in the Service and Assessment Plan) located in the Major Improvement Area of the District on the date that the Assessment Ordinance was adopted and such landowner is not an entity that may claim a homestead right under Texas law.

7. The representations and warranties of the Developer contained in the Developer Documents are true and correct in all material respects on and as of the date hereof.

8. The Developer has complied in all material respects with all of the Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

9. The execution and delivery of the Developer Documents by the Developer does not violate any judgment, order, writ, injunction or decree binding on the Developer or any indenture, agreement, or other instrument to which the Developer is a party. There are no proceedings pending or threatened in writing before any court or administrative agency against the Developer that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Limited Offering Memorandum.

10. The Developer has reviewed and approved the information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in the maps of the District therein and under the captions and subcaptions ["PLAN OF FINANCE" (except for the information under the subcaption "— The Bonds"), "THE INITIAL MAJOR IMPROVEMENTS AND THE ADDITIONAL MAJOR IMPROVEMENTS," "THE DEVELOPMENT" and "THE DEVELOPER" and, to the Developer's knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Initial Major Improvements and the Additional Major Improvements, and the Development, as defined in the Limited Offering Memorandum), "LEGAL MATTERS — Litigation – The Developer," "CONTINUING DISCLOSURE — The Developer" and "— The Developer's

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

Compliance with Prior Undertakings," "APPENDIX E-2," "APPENDIX F" and "APPENDIX G"] and certifies that the same does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they are made, not misleading, as of the date of the Preliminary Limited Offering Memorandum, the Limited Offering Memorandum and the date hereof, respecting the Developer and the portion of the Development owned by the Developer, provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Preliminary Limited Offering Memorandum or Limited Offering Memorandum.

11. To the Developer's knowledge, the Developer is in compliance in all material respects with all provisions of applicable law relating to the Developer in connection with the Development. Except as otherwise described in the Limited Offering Memorandum: (a) to the Developer's knowledge, there is no default of any zoning condition, land use permit or development agreement binding upon the Developer or any portion of the Development that would materially and adversely affect the Developer's ability to complete or cause to be completed the development of the property within the Major Improvement Area of the District as described in the Limited Offering Memorandum; and (b) the Developer has no reason to believe that any additional permits, consents and licenses required to complete the the development of the property within the Major Improvement Area of the District as and in the manner described in the Limited Offering Memorandum will not be reasonably obtainable in due course.

12. The Developer is not insolvent and has not made an assignment for the benefit of creditors, filed or consented to a petition in bankruptcy, petitioned or applied (or consented to any third party petition or application) to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction.

13. The levy of the Assessments on property in the Major Improvement Area of the District will not conflict with or constitute a breach of or default under any agreement, mortgage, deed of trust, indenture or other instrument to which the Developer is a party or to which the Developer or any of its property or assets is subject.

14. The Developer is not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets is subject, which default would have a material and adverse effect on the Bonds or the Developer's ability to perform its obligations under the Developer Documents.

15. The Developer has no knowledge of any physical condition of the Development owned or to be developed by the Developer that currently requires, or currently is reasonably expected to require in the process of development investigation or remediation under any applicable federal, state or local governmental laws or regulations relating to the environment in any material and adverse respect.

16. To the extent the PID Reimbursement Agreement and the Development Agreement constitute a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Developer hereby verifies that it and its parent company,

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the terms of the PID Reimbursement Agreement and the Development Agreement. The foregoing verification is made solely to enable compliance with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

17. Section 2252.151 of the Texas Government Code defines a "governmental contract" as a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment, and provides that the term includes a contract to obtain a professional or consulting service subject to Chapter 2254 of the Texas Government Code. The Developer represents that, as of the date of the PID Reimbursement Agreement and the Development Agreement, to the extent the PID Reimbursement Agreement and the Development Agreement constitute governmental contracts within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Developer (if any) is an entity listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code or identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

(i) https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,

(ii) https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or

(iii) https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

18. To the extent the PID Reimbursement Agreement and the Development Agreement constitute contracts for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the terms of the PID Reimbursement Agreement and the Development Agreement. The foregoing verification is made solely to enable the the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

19. To the extent the PID Reimbursement Agreement and the Development Agreement constitute contracts for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the PID Reimbursement Agreement and the Development Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification and the following definitions,

(iv) 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association,

(v) 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting), and

(vi) 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code."

20. During the term of the PID Reimbursement Agreement and the Development Agreement, the Developer hereby verifies that it does not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.8.C. Section 1324a (f), the Developer shall repay the incentives granted herein within 120 days after the date the Developer is notified by the City of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101 (c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

[*Signature page follows.*]

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

Dated: [, 2021]

DEVELOPER:

THE PARKS AT WILSON CREEK, L.P.,
a Texas limited partnership

By: The Parks at Wilson Creek GP, LLC,
a Texas limited liability company,
its General Partner

By: LLC Manager, Inc.,
A Texas corporation,
Its Manager

By: _____
James J. Melino, President

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

APPENDIX F

LETTERHEAD OF INTEGRA REALTY RESOURCES – DFW

[_____], 2021

City of Celina, Texas
101 Main Street
Celina, Texas 76052

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201

U.S. Bank National Association, as Trustee
111 Filmore Avenue East
St. Paul, Minnesota 55107
Attn: Bond Operations

Re: City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (The Parks at Wilson Creek Public Improvement District Initial Major Improvements Project) (the "Bonds")

Ladies and Gentlemen:

The undersigned, an authorized representative of Integra Realty Resources – DFW ("Appraiser"), the appraiser of the undeveloped property contained in The Parks at Wilson Creek Public Improvement District (the "District"), does hereby represent the following:

1. Appraiser has supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated [_____], 2021 and the Limited Offering Memorandum for the Bonds, dated [November 9], 2021 (together, the "Limited Offering Memorandum"), relating to the issuance of the Bonds by the City of Celina, Texas, as described above. The information Appraiser provided for the Limited Offering Memorandum is the real estate appraisal of the property in the District, located in APPENDIX F to the Limited Offering Memorandum, and the description thereof, set forth under the caption "APPRAISAL — The Appraisal."

2. To the best of my professional knowledge and belief, as of the date of my appraisal report, the portion of the Limited Offering Memorandum described above does not contain an untrue statement of a material fact as to the information and data set forth therein, and does not omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

3. Appraiser agrees to the inclusion of the Appraisal in the Limited Offering Memorandum and the use of its name in the Limited Offering Memorandum for the Bonds.

4. Appraiser agrees that, to the best of its ability, it will inform you immediately should it learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about [_____], 2021) which would render any such information in the Limited Offering Memorandum

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

untrue, incomplete, or incorrect, in any material fact or render any statement in the Appraisal materially misleading.

5. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representations.

Sincerely yours,

INTEGRA REALTY RESOURCES – DFW

By: _____
Its: _____

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

APPENDIX G

LETTERHEAD OF MUNICAP, INC.

[_____], 2021

City of Celina, Texas
142 N. Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201-2784

U.S. Bank National Association
111 Filmore Avenue East
St. Paul, Minnesota 55107

Re: City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (The Parks at Wilson Creek Public Improvement District Initial Major Improvements Project) (the "Bonds")

Ladies and Gentlemen:

The undersigned, an authorized representative of MuniCap, Inc. ("MuniCap", "we" or "our"), consultant in connection with the creation by the City of Celina, Texas (the "City"), of The Parks at Wilson Creek Public Improvement District (the "District"), does hereby represent the following:

1. MuniCap has supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated [_____], 2021, and the final Limited Offering Memorandum for the Bonds, dated [November 9], 2021 (together, the "Limited Offering Memorandum"), relating to the issuance of the Bonds by the City, as described above. The information MuniCap provided for the Limited Offering Memorandum is located (a) under the captions "ASSESSMENT PROCEDURES" and "THE PID ADMINISTRATOR" and (b) in the Service and Assessment Plan (the "SAP") for the City located in APPENDIX C to the Limited Offering Memorandum.

2. To our professional knowledge and belief, the portions of the Limited Offering Memorandum described above do not contain an untrue statement of a material fact as to the information and data set forth therein, and does not omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

3. We agree to the inclusion of the SAP in the Limited Offering Memorandum and to the use of our name in the Limited Offering Memorandum for the Bonds.

4. We agree that, to the best of our ability, we will inform you immediately should we learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about [_____], 2021) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in any material fact or render any such information materially misleading.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

5. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representation.

Sincerely yours,

MUNICAP, INC.

By: _____

Its: _____

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

EXHIBIT C

CONTINUING DISCLOSURE AGREEMENT

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT
MAJOR IMPROVEMENT AREA PROJECT)

CONTINUING DISCLOSURE AGREEMENT OF ISSUER

This Continuing Disclosure Agreement of the Issuer dated as of December 1, 2021 (this "Disclosure Agreement") is executed and delivered by and between the City of Celina, Texas (the "Issuer"), MuniCap, Inc., (the "Administrator"), and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., (in such capacity, the "Dissemination Agent") with respect to the Issuer's "Special Assessment Revenue Bonds, Series 2021 (The Parks at Wilson Creek Public Improvement District Major Improvement Area Project)" (the "Bonds"). The Issuer, the Administrator, and the Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Administrator and the Dissemination Agent for the benefit of the Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

SECTION 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust dated as of December 1, 2021, relating to the Bonds (the "Indenture"), which apply to any capitalized term used in this Disclosure Agreement, including the Exhibits hereto, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Additional Obligations" shall have the meaning assigned in the Indenture.

"Administrator" shall mean an employee of the Issuer or third-party designee of the Issuer who shall have the responsibilities provided in the Service and Assessment Plan, this Indenture, or any other agreement or document approved by the Issuer related to the duties and responsibilities of the administration of the District. The initial Administrator is MuniCap, Inc.

"Affiliate" shall have the meaning assigned to such term in Section 22 of this Disclosure Agreement.

"Administrative Expenses" 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.

"Assessment" shall have the meaning assigned to the term "Assessments" in the Indenture.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

"Audited Financial Statements" shall mean the audited financial statements of the Issuer that have been prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer and that have been audited by an independent certified public accountant.

"Authorized Improvements" shall have the meaning assigned to such term in the Indenture.

"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 The Parks at Wilson Creek, L.P., a Texas limited partnership, its designated successors and assigns.

"Disclosure Agreement of Developer" shall mean the Continuing Disclosure Agreement of Developer relating to the Bonds dated as of December 1, 2021 executed and delivered by the Developer, the Administrator and the Dissemination Agent.

"Disclosure Representative" shall mean the Director of Finance of the Issuer or his or her designee, or such other officer or employee as the Issuer may designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., acting solely in its capacity as dissemination agent, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Trustee a written acceptance of such designation.

"District" shall mean The Parks at Wilson Creek Public Improvement District.

"EMMA" shall mean the Electronic Municipal Market Access System available on the internet at http://emma.msrb.org.

"Financial Obligation" shall mean a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"Fiscal Year" shall mean the Issuer's fiscal year, currently the calendar year from October 1 through September 30.

"Foreclosure Proceeds" shall have the meaning assigned to such term in the Indenture.

"Initial Major Improvements" shall have the meaning assigned to such term in the Indenture.

"Major Improvement Area" shall have the meaning assigned to such term in the Indenture.

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["Major Improvement Area Initial Major Improvement Project" shall mean the pro rata portion of the Initial Major Improvements allocable to the Major Improvement Area.][***Confirm when MIA Indenture is finalized***.]

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"MSRB" shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive reports pursuant to the Rule.

"Outstanding" shall have the meaning assigned to such term in the Indenture.

"Owner" shall mean the registered owner of any Bonds.

"Participating Underwriter" shall mean FMSbonds, Inc. and its successors and assigns.

"Rule" shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SEC" shall mean the United States Securities and Exchange Commission.

"Service and Assessment Plan" shall have the meaning assigned to such term in the Indenture.

"Trustee" shall mean 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.

SECTION 3. Provision of Annual Financial Information and Audited Financial Statements.

(a) Commencing with the Fiscal Year ending September 30, 2022, the Issuer shall provide or cause to be provided to the MSRB, in the electronic or other format required by the MSRB (i) not later than six (6) months after the end of the Issuer's Fiscal Year, its Annual Financial Information and (ii) not later than twelve (12) months after the end of the Issuer's Fiscal Year, its Audited Financial Statements. In each case, the Annual Financial Information and the Audited Financial Statements, as applicable, may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4 of this Disclosure Agreement. If the Issuer's Fiscal Year changes, it shall file notice of such change (including the date of the new Fiscal Year) with the MSRB prior to the next date by which the Issuer otherwise would be required to provide the Annual Financial Information or Audited Financial Statements, as applicable, pursuant to Section 4 of this Disclosure Agreement. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(b) Upon delivery by the Issuer of the Annual Financial Information or the Audited Financial Statements, as applicable, to the Dissemination Agent together, with written instructions to file such information or financial statements, as applicable, with the MSRB, the Dissemination Agent shall:

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(i) determine the filing address or other filing location of the MSRB each year prior to filing the Annual Financial Information or the Audited Financial Statements, as applicable, on the respective dates required in subsection (a); and

(ii) file the Annual Financial Information or the Audited Financial Statements, as applicable, on the respective dates required, containing or incorporating by reference the information set forth in Section 4 hereof;

(c) If the Issuer has provided the Dissemination Agent with the completed Annual Financial Information or the Audited Financial Statements, as applicable, together with written instructions to file such financial information or financial statements with the MSRB and the Dissemination Agent has filed such financial information or financial statements with the MSRB, then the Dissemination Agent shall file a report with the Issuer certifying that the Annual Financial Information or the Audited Financial Statements, as applicable, has been provided pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB, which such financial information or financial statements shall include a filing receipt from the MSRB.

SECTION 4. Content and Timing of Annual Financial Information and Audited Financial Statements. The Annual Financial Information and the Audited Financial Statements shall contain or incorporate by reference, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent, the following:

(a) *Annual Financial Information*. Within six (6) months after the end of each Fiscal Year the Annual Financial Information of the Issuer (any or all of which may be unaudited) being:

(i) Tables setting forth the following information, as of the end of such Fiscal Year:

(A) For the Bonds, the maturity date or dates, the interest rate or rates, the original aggregate principal amount and principal amount remaining Outstanding;

(B) The amounts in the funds and accounts under the Indenture securing the Bonds and a description of the related investments; and

(C) The assets and liabilities of the Trust Estate.

(ii) Financial information and operating data with respect to the Issuer of the general type, in substantially similar form to that shown in the tables provided under Sections 4(a)(ii)(A) and 4(a)(ii)(B) of Exhibit B attached hereto. Such information shall be provided: (a) as of the end of the Fiscal Year (for tables in Section 4(a)(ii)(A) of Exhibit B), and (b) both as of the end of the Fiscal Year and through February 1 of the calendar year immediately succeeding such Fiscal Year (for tables in Section 4(a)(ii)(B) of Exhibit B).

(iii) Updates to the information in the Service and Assessment Plan or the Annual Service Plan Update as most recently amended or supplemented, including any changes to the methodology for levying the Assessments in the Major Improvement Area.

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(iv) Until building permits have been issued for parcels or lots representing, in the aggregate, ninety-five percent (95%) of the total Assessments levied within the Major Improvement Area, the Annual Financial Information (in the Annual Service Plan Update or otherwise) shall include the number of certificates of occupancy ("COs") issued for new homes completed in the Major Improvement Area during such Fiscal Year and the aggregate number of COs issued for new homes completed within the Major Improvement Area since filing the initial Annual Financial Information for Fiscal Year ending September 30, 2021.

(v) If the total amount of delinquencies greater than 150 days equals or exceeds ten percent (10%) of the amount of the Assessments due in any fiscal year, a list of delinquent property owners.

(vi) A description of any amendment to this Disclosure Agreement and a copy of any restatements to the Issuer's audited financial statements during such Fiscal Year.

(b) *Audited Financial Statements*. Within twelve (12) months after the end of each Fiscal Year, the Audited Financial Statements of the Issuer, prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer. If such audited financial statements are not complete within twelve (12) months after the end of each Fiscal Year, then the Issuer shall provide unaudited financial statements within such period and shall provide audited financial statements for the applicable Fiscal Year when and if the audit report on such statements becomes available.

See Exhibit B hereto for a form for submitting the information set forth in the preceding paragraphs. 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. In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of the Annual Financial Information and Audited Financial Statements under this Section 4.

Any or all of the items listed above may be included by specific reference to other documents, including disclosure documents of debt issues of the Issuer, which have been submitted to and are publicly accessible from the MSRB. If the document included by reference is a final offering document, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. 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.

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4. Unscheduled draws on credit enhancements reflecting financial difficulties.

5. Substitution of credit or liquidity providers, or their failure to perform.

6. Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.

7. Modifications to rights of Owners, if material.

8. Bond calls, if material, and tender offers.

9. Defeasances.

10. Release, substitution, or sale of property securing repayment of the Bonds, if material.

11. Rating changes.

12. Bankruptcy, insolvency, receivership or similar event of the Issuer.

13. The consummation of a merger, consolidation, or acquisition of the Issuer, or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

14. Appointment of a successor or additional trustee under the Indenture or the change of name of a trustee, if material.

15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material.

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

Any sale by the Developer of real property within the Major Improvement Area in the ordinary course of the Developer's business will not constitute a Listed Event for the purposes of paragraph (10) above.

For these purposes, any event described in paragraph (12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the

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supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

The Issuer intends the words used in paragraphs (15) and (16) above and the definition of Financial Obligation to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018. For the avoidance of doubt, the incurrence of Additional Obligations will constitute the incurrence of a material Financial Obligation for which a notice of a Listed Event in accordance with Section must be filed with the MSRB.

Upon the occurrence of a Listed Event, the Issuer shall promptly notify the Dissemination Agent in writing and the Issuer shall direct the Dissemination Agent in writing to immediately file a notice of such occurrence with the MSRB. The Dissemination Agent shall file such notice no later than the Business Day immediately following the day on which it receives written notice of such occurrence from the Issuer. Any such notice is required to be filed within ten (10) Business Days of the occurrence of such Listed Event.

Additionally, the Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide Audited Financial Statements (or unaudited financial statements, if Audited Financial Statements are not available) or Annual Financial Information, as applicable, as required under this Disclosure Agreement. See Exhibit A hereto for a form for submitting "Notice to MSRB of Failure to File."

Any notice under the preceding paragraphs shall be accompanied with the text of the disclosure that the Issuer desires to make, the written authorization of the Issuer for the Dissemination Agent to disseminate such information as provided herein, and the date the Issuer desires for the Dissemination Agent to disseminate the information (which date shall not be more than ten (10) Business Days after the occurrence of the Listed Event or failure to file).

In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures made pursuant to Sections 4 and 5 of this Disclosure Agreement. In addition, the Issuer shall have the sole responsibility to ensure that any notice required to be filed under this Section 5 is filed within ten (10) Business Days of the occurrence of the Listed Event.

(b) The Dissemination Agent shall, promptly, and not more than three (3) Business Days after obtaining actual knowledge of the occurrence of any Listed Event with respect to the Bonds, notify the Disclosure Representative in writing of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the Disclosure Representative to do so. If the Dissemination Agent has been instructed by the Disclosure Representative on behalf of the Issuer to report the occurrence of a Listed Event under this subsection (b), the Dissemination Agent shall file a notice of such occurrence with the MSRB no later than the Business Day immediately following the day on which it receives written instructions from the Issuer. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Issuer and not that of the 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

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assist it in monitoring the occurrence of such event but is under no obligation to investigate whether any such event has occurred. As used above, "actual knowledge" means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Issuer, the Participating Underwriter, the Trustee, or any Owner or beneficial owner of any interests in the Bonds as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(c) If in response to a notice from the Dissemination Agent under subsection (b), the Issuer determines that the Listed Event under number 2, 7, 8 (as to Bond calls only), 10, 13, 14, or 15 of subparagraph (a) above is not material under applicable federal securities laws, the Issuer shall promptly, but in no case more than five (5) Business Days after occurrence of the event, notify the Dissemination Agent and the Trustee (if the Dissemination Agent is not the Trustee) in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (b).

SECTION 6. Termination of Reporting Obligations. The obligations of the Issuer, the Administrator and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required. So long as any of the Bonds remain Outstanding, the Dissemination Agent may assume that the Issuer is an obligated person with respect to the Bonds until it receives written notice from the Disclosure Representative stating that the Issuer is no longer an obligated person with respect to the Bonds, and the Dissemination Agent may conclusively rely upon such written notice with no duty to make investigation or inquiry into any statements contained or matters referred to in such written notice. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event with respect to the Bonds under Section 5(a).

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge such Dissemination Agent. If the Issuer discharges the Dissemination Agent, the Issuer shall use best efforts to appoint a successor Dissemination Agent within 30 days of such discharge. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be HTS Continuing Disclosure Services, a division of Hilltop Securities Inc. The Issuer will give prompt written notice to the Developer, or any other party responsible for providing quarterly information pursuant to the Disclosure Agreement of Developer, of any change in the identity of the Dissemination Agent under the Disclosure Agreement of Developer.

SECTION 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:

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(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 Financial Information or Audited Financial Statements, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(a), and (ii) the Audited Financial Statements for the fiscal year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. No amendment which adversely affects the Dissemination Agent may be made without its prior written consent (which consent will not be unreasonably withheld or delayed).

SECTION 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 Financial Information and Audited Financial Statements or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Financial Information, Audited Financial Statements or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Financial Information, Audited Financial Statements 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 or any Owner or beneficial owner of the Bonds may, and the Trustee (at the request of any Participating Underwriter or the Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and upon being indemnified to its satisfaction) shall, take such actions as may be necessary and appropriate to cause the Issuer to comply with its obligations under this Disclosure Agreement. A default under

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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 Developer by the Developer shall not be deemed a default under this Disclosure Agreement by the Issuer.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent and Administrator.

(a) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation the Annual Financial Information and the Audited Financial Statements) prepared by the Issuer pursuant to this Disclosure Agreement. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. To the extent permitted by law, the Issuer agrees to hold harmless the Dissemination Agent, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Administrative Expenses collected from the property owners in the Major Improvement Area, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Dissemination Agent for losses, expenses or liabilities arising from information provided to the Dissemination Agent by the Developer or the failure of the Developer to provide information to the Dissemination Agent as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. The Dissemination Agent shall not be responsible for the Issuer's failure to submit a complete Annual Financial Information or Audited Financial Statements to the MSRB. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The fact that the Dissemination Agent may have a banking or other business relationship with the Issuer or any person with whom the Issuer contracts in connection with the transaction described in the Indenture, apart from the relationship created by 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.

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(b) The Administrator shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Administrator shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. To the extent permitted by law, the Issuer agrees to hold harmless the Administrator, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Administrative Expenses collected from the property owners in the Major Improvement Area, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Administrator's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Administrator for losses, expenses or liabilities arising from information provided to the Administrator by third parties, or the failure of any third party to provide information to the Administrator as and when required under this Disclosure Agreement, or the failure of the Developer to provide information to the Administrator as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an "obligated person" under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Administrator hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

The Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(c) UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR, OR THE ISSUER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, THE ADMINISTRATOR, OR THE DISSEMINATION AGENT, RESPECTIVELY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. THE DISSEMINATION AGENT OR THE ADMINISTRATOR IS UNDER NO OBLIGATION NOR IS IT REQUIRED TO BRING SUCH AN ACTION.

SECTION 12. Assessment Timeline. The basic expected timeline for the collection of Assessments and the anticipated procedures for pursuing the collection of delinquent Assessments is set forth in Exhibit C which is intended to illustrate the general procedures expected to be

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followed in enforcing the payment of delinquent Assessments. Failure to adhere to such expected timeline shall not constitute a default by the Issuer under this Disclosure Agreement, the Indenture, the Bonds or any other document related to the Bonds.

SECTION 13. No Personal Liability. No covenant, stipulation, obligation or agreement of the Issuer, the Administrator, or Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future council members, officer, agent or employee of the Issuer, the Administrator, or Dissemination Agent in other than that person's official capacity.

SECTION 14. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 15. Sovereign Immunity. The Dissemination Agent and the Administrator agree that nothing in this Disclosure Agreement shall constitute or be construed as a waiver of the Issuer's sovereign or governmental immunities regarding liability or suit.

SECTION 16. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Administrator, the Dissemination Agent, the Participating Underwriter, and the Owners and the beneficial owners from time to time of the Bonds and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive or otherwise limit the duties of the Issuer under federal and state securities laws.

SECTION 17. Dissemination Agent and Administrator Compensation. The fees and expenses incurred by the Dissemination Agent and the Administrator for their respective services rendered in accordance with this Disclosure Agreement constitute Administrative Expenses and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Issuer shall pay or reimburse the Dissemination Agent and the Administrator, but only with funds to be provided from the Administrative Expenses component of the Annual Installments collected from the property owners in the Major Improvement Area, for the fees and expenses for their respective services rendered in accordance with this Disclosure Agreement.

SECTION 18. Anti-Boycott Verification. To the extent this Disclosure Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Dissemination Agent and the Administrator, each

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respectively, hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Disclosure Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

SECTION 19. Iran, Sudan and Foreign Terrorist Organizations. The Dissemination Agent and the Administrator, each respectively, represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

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

The foregoing representation is made solely to enable the Issuer to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Dissemination Agent and the Administrator, each respectively, and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

SECTION 20. No Discrimination Against Fossil-Fuel Companies. To the extent this Disclosure Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Dissemination Agent and the Administrator, each respectively, hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Disclosure Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, "boycott energy companies" shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable Federal or Texas law; or (B) does business with a company described by (A) above.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

SECTION 21. No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Disclosure Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Dissemination Agent and the Administrator, each respectively, hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Disclosure Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, (a) 'discriminate against a firearm entity or firearm trade association' (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. As used in the foregoing verification, (b) 'firearm entity' means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) 'firearm trade association' means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which insures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

SECTION 22. Affiliate. As used in Sections 18 through 21, the Dissemination Agent and the Administrator, each respectively, understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Dissemination Agent or the Administrator within the meaning of SEC Rule 405, 17.C.F.R. § 203.405, and exists to make a profit.

SECTION 23. Disclosure of Interested Parties. Pursuant to Section 2252.908(c)(4), Texas Government Code, as amended, the Dissemination Agent hereby certifies it is a publicly traded

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

business entity and is not required to file a Certificate of Interested Parties Form 1295 related to this Disclosure Agreement.

SECTION 24. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

SECTION 25. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The Issuer, the Administrator and the Dissemination Agent agree that electronic signatures to this Disclosure Agreement may be regarded as original signatures.

[*Signature pages follow.*]

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

CITY OF CELINA, TEXAS

By: _____
City Manager

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

HTS CONTINUING DISCLOSURE SERVICES,
A DIVISION OF HILLTOP SECURITIES INC.
(solely in its capacity as Dissemination Agent)

By: _____
Authorized Officer

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

MUNICAP, INC.,
(as Administrator)

By: _____
Authorized Officer

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

EXHIBIT A

NOTICE TO MSRB OF FAILURE TO FILE
[ANNUAL FINANCIAL INFORAMTION][AUDITED FINANCIAL STATEMENTS]

Name of Issuer:	City of Celina, Texas
Name of Bond Issue:	Special Assessment Revenue Bonds, Series 2021 (The Parks at Wilson Creek Public Improvement District Major Improvement Area Project)
Date of Delivery:	_____, 20__
CUSIP Numbers:	[Insert CUSIP Numbers]

NOTICE IS HEREBY GIVEN that the City of Celina, Texas, has not provided [an Annual Financial Information] [Audited Financial Statements] with respect to the above-named bonds as required by the Continuing Disclosure Agreement of Issuer dated as of December 1, 2021, between the Issuer, MuniCap, Inc., as Administrator and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as Dissemination Agent. The Issuer anticipates that [the Annual Financial] [Audited Financial Statements] will be filed by _____.

Dated: _____

HTS Continuing Disclosure Services, a division of Hilltop Securities Inc.,
on behalf of the City of Celina, Texas
(solely in its capacity as Dissemination Agent)

By: _____

Title: _____

cc: City of Celina, Texas

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

EXHIBIT B

CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2020
(THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT
MAJOR IMPROVEMENT AREA PROJECT)

ANNUAL FINANCIAL INFORMATION*

Delivery Date: _____, 20__

CUSIP Numbers: [insert CUSIP Numbers]

DISSEMINATION AGENT

Name: _____
Address: _____
City: _____
Telephone: _____
Contact Person _____

Section 4(a)(i)(A)

BONDS OUTSTANDING

CUSIP Number	Maturity Date	Interest Rate	Original Principal Amount	Outstanding Principal Amount	Outstanding Interest Amount

Section 4(a)(i)(B)

INVESTMENTS

Fund/Account Name	Investment Description	Par Value	Book Value	Market Value

* Excluding Audited Financial Statements of the Issuer

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

Section 4(a)(i)(A)

ASSETS AND LIABILITIES OF PLEDGED TRUST ESTATE

ASSETS

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

Section 4(a)(ii)(A)

FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO THE ISSUER OF THE GENERAL TYPE AS OF THE END OF THE FISCAL YEAR

Debt Service Requirements on the Bonds

Year Ending (September 30)	Principal	Interest	Total

Top Initial Major Improvement Area Assessment Payers[(1)]

Property Owner	No. of Parcels/Lots	Percentage of Parcels/Lots	Outstanding Assessments	Percentage of Total Assessments

[(1)] Does not include those owing less than one percent (1%) of total Assessments.

Assessed Value of the Major Improvement Area of the District

The [YEAR] certified total assessed value for the land in the Major Improvement Area of the District is approximately $[AMOUNT] according to the Collin Central Appraisal District.

Section 4(a)(ii)(B)

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO THE ISSUER OF THE GENERAL TYPE AS OF THE END OF THE FISCAL YEAR AND AS OF FEBRUARY 1 OF THE NEXT SUCCEEDING YEAR

Foreclosure History Related to the Assessments

Time Period	Parcels in Foreclosure Proceedings	Delinquent Initial Major Improvement Area Assessment Amount in Foreclosure Proceedings	Foreclosure Sales	Foreclosure Proceeds Received
[FISCAL YEAR END]		$		$
[FEB. 1 OF CURRENT YEAR][1]		$		$

[1] As of February 1, 20__.

Collection and Delinquency History of Assessments

Time Period	Total Initial Major Improvement Area Assessment Levied	Parcels Levied[1]	Delinquent Amount as of 2/1	Delinquent % as of 2/1	Delinquent Amount as of 8/1	Delinquent % as of 8/1	Total Assessments Collected[2]
[FISCAL YEAR END]	$		$	%	$	%	$
[FEB 1. OF CURRENT YEAR][3]	$		$	%	N/A	N/A	$

[1] Pursuant to Section 31.031, Texas Tax Code, certain veterans, persons aged 65 or older, and the disabled, who qualify for an exemption under either Section 11.13(c), 11.32, or 11.22, Texas Tax Code, are eligible to pay property taxes in four equal installments ("Installment Payments"). Effective January 1, 2018, pursuant to Section 31.031(a-1), Texas Tax Code, the Installment Payments are each due before February 1, April 1, June 1, and August 1. Each unpaid Installment Payment is delinquent and incurs penalties and interest if not paid by the applicable date.
[2] [Does/does not] include interest and penalties.
[3] Collected as of February 1, 20__.

History of Prepayment of Assessments

Time Period	Number of Prepayments	Amount of Prepayments	Bond Call Date	Amount of Bonds Redeemed
[FISCAL YEAR END]		$		$
[FEB. 1 OF CURRENT YEAR][1]		$		$

[1] As of February 1, 20__.

ITEMS REQUIRED BY SECTION 4(a)(iii) - (vi)
[Insert a line item for each applicable listing]

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

EXHIBIT C

BASIC EXPECTED TIMELINE FOR ASSESSMENT COLLECTIONS AND PURSUIT OF DELINQUENCIES*

Date	Delinquency Clock (Days)	Activity
January 31		Assessments are due.
February 1	1	Assessments delinquent if not received. Upon receipt but no later than February 15, Issuer forwards payment to Trustee for all collections received, along with detailed breakdown. Subsequent payments and relevant details will follow monthly thereafter. Issuer and/or Administrator should be aware of actual and specific delinquencies Administrator should be aware if Reserve Fund needs to be utilized for debt service payments during the corresponding Fiscal Year. **If there is to be a shortfall of any Annual Installments due to be paid that Fiscal Year, the Dissemination Agent should be immediately notified in writing**. Issuer and/or Administrator should determine if previously collected surplus funds, if any, plus actual Annual Installment collections will be fully adequate for debt service in the corresponding March and September.
March 1	28/29	Issuer and/or Administrator should be aware of actual and specific delinquencies. Trustee pays bond interest payments to Owners. Issuer, or the Trustee on behalf of the Issuer, to notify Dissemination Agent in writing of the occurrence of draw on the Reserve Fund and, following receipt of

* Illustrates anticipated dates and procedures for pursuing the collection of delinquent Assessments, which dates and procedures shall be in accordance with Chapters 31, 32, 33 and 34, Texas Tax Code, as amended (the "Code"), and the County Tax/Assessor Collector's procedures, and are subject to adjustment by the Issuer. If the collection and delinquency procedures under the Code are subsequently modified, whether due to an executive order of the Governor of Texas or an amendment to the Code, such modifications shall control.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

		such notice, Dissemination Agent to notify MSRB of such draw or the Reserve Fund.
April 1	**59/60**	At this point, if total delinquencies are under 5% and if there is adequate funding for September payments, no further action is anticipated for collection of Assessments except that the Issuer or Administrator, working with the City Attorney or an appropriate designee, will begin process to cure delinquency. **For properties delinquent by more than one year or if the delinquency exceeds $10,000 the matter will be referred for commencement of foreclosure, in accordance with the County Tax/Assessor Collector's procedures.** **If there are over 5% delinquencies or if there is insufficient funding in the Pledged Revenue Fund for transfer to the Principal and Interest Account of the Bond Fund such amounts as shall be required for the full March and September payments, the collection-foreclosure procedure will proceed against all delinquent properties, in accordance with the County Tax/Assessor Collector's procedures.**
July 1	**152/153**	Issuer, or the Administrator on behalf of the Issuer, determines whether or not any Annual Installments are delinquent and, if such delinquencies exist, the Issuer commences as soon as practicable appropriate and legally permissible actions to obtain such delinquent Annual Installments, in accordance with the County Tax/Assessor Collector's procedures. **Issuer and/or Administrator to notify Dissemination Agent in writing for disclosure to MSRB of all delinquencies.** **Preliminary Foreclosure activity commences, and Issuer to notify Dissemination Agent in writing of the commencement of preliminary foreclosure activity.** If Dissemination Agent has not received Foreclosure Schedule and Plan of Collections, Dissemination Agent to request same from the Issuer. If the Issuer has not provided the Dissemination Agent with Foreclosure Schedule and Plan of Collections, and

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

		if instructed by the Owners under Section 11.2 of the Indenture, Dissemination Agent requests that the Issuer commence foreclosure or provide plan for collection.
August 15	197/198	The designated lawyers or law firm will be preparing the formal foreclosure documents and will provide periodic updates to the Dissemination Agent for dissemination to those Owners who have requested to be notified of collections progress. The goal for the foreclosure actions is a filing by no later than August 15 (day 197/198).
		Foreclosure action to be filed with the court.
		Issuer notifies Trustee and Dissemination Agent of Foreclosure filing status in writing. Dissemination Agent notifies Owners.
		If Owners and Dissemination Agent have not been notified of a foreclosure action, Dissemination Agent will notify the Issuer that it is appropriate to file action.

A committee of not less than 25% of the Owners may request a meeting with the City Manager or Director of Finance to discuss the Issuer's actions in pursuing the repayment of any delinquencies. This would also occur after day 30 if it is apparent that a Reserve Fund draw is required. Further, if delinquencies exceed 5%, Owners may also request a meeting with the Issuer at any time to discuss the Issuer's plan and progress on collection and foreclosure activity. If the Issuer is not diligently proceeding with the foreclosure process, the Owners may seek an action for mandamus or specific performance to direct the Issuer to pursue the collections of delinquent Special Assessments.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

EXHIBIT D

REIMBURSEMENT AGREEMENT

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

PID Reimbursement Agreement
The Parks at Wilson Creek Public Improvement District

This PID Reimbursement Agreement (this "Agreement") is entered into by The Parks at Wilson Creek, L.P., a Texas limited partnership (the "Developer") and the City of Celina, Texas (the "City"), to be effective **[November 9, 2021]**, (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;

1.3 WHEREAS, the Developer is a Texas limited partnership;

1.4 WHEREAS, the City is a Texas home-rule municipality;

1.5 WHEREAS, on August 11, 2015, the City Council passed and approved the PID Creation Resolution authorizing the creation of the PID pursuant to the Act, covering approximately 700.438 contiguous acres within the City's extraterritorial jurisdiction, which land is described in the PID Creation Resolution;

1.6 WHEREAS, all of the Property within the PID is now located within the corporate limits of the City;

1.7 WHEREAS, on **[November 9, 2021]**, the City Council passed and approved an Assessment Ordinance (the "Phase #1 Projects Assessment Ordinance") levying "Phase #1 Assessments – Phase #1 Improvements and Initial Major Improvements" against Phase #1 Assessed Property within the District;

1.8 WHEREAS, on **[November 9, 2021]**, the City Council passed and approved an Assessment Ordinance (the "Phase #1 Additional Major Improvements Assessment Ordinance")

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

levying "Phase #1 Assessments – Additional Major Improvements" against Phase #1 Assessed Property within the District;

1.9 WHEREAS, on **[November 9, 2021]**, the City Council passed and approved an Assessment Ordinance (the "Major Improvement Area Initial Major Improvements Assessment Ordinance") levying "Major Improvement Area Assessments – Initial Major Improvements" against Major Improvement Area Assessed Property within the District;

1.10 WHEREAS, on **[November 9, 2021]**, the City Council passed and approved an Assessment Ordinance (the "Major Improvement Area Additional Major Improvements Assessment Ordinance") levying "Major Improvement Area Assessments – Additional Major Improvements" against Major Improvement Area Assessed Property within the District;

1.11 WHEREAS, the City Council expects to pass and approve additional Assessment Ordinances related to other phases of development in the District in the future as such phases are developed;

1.12 WHEREAS, each Assessment Ordinance approves the SAP;

1.13 WHEREAS, the SAP identifies Authorized Improvements to be designed, constructed, and installed by or at the direction of the Parties that confer a special benefit on the Assessed Property;

1.14 WHEREAS, the SAP sets forth the Actual Costs of the Authorized Improvements;

1.15 WHEREAS, the Assessed Property is being developed in "Phases" or "Improvement Areas;"

1.16 WHEREAS, this Agreement shall apply to all phases and no additional reimbursement agreement shall be required for future phases;

1.17 WHEREAS, the SAP determines and apportions the Actual Costs of the Authorized Improvements to the Assessed Property, which Actual Costs represent the special benefit that the Authorized Improvements confer upon the Assessed Property as required by the Act;

1.18 WHEREAS, in each Assessment Ordinance the City levied or expects to levy the Actual Costs of the Authorized Improvements as Assessments against the Assessed Property in the amounts set forth on the Assessment Roll(s);

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Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

1.19 WHEREAS, Assessments, including the Annual Installments thereof, are or will be due and payable as described in the SAP;

1.20 WHEREAS, Assessments, including the Annual Installments thereof, shall be billed and collected by the City or its designee;

1.21 WHEREAS, Assessment Revenue from the collection of Assessments, including the Annual Installments thereof, shall be deposited (1) as provided in the applicable Indenture if PID Bonds secured by such Assessments are issued, or (2) into the PID Reimbursement Fund if no such PID Bonds are issued or none of such PID Bonds remain outstanding;

1.22 WHEREAS, Bond Proceeds shall be deposited as provided in the applicable Indenture;

1.23 WHEREAS, a PID Project Fund related to each series of PID Bonds shall only be used in the manner set forth in the applicable Indenture;

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

1.25 WHEREAS, the foregoing RECITALS: (1) are part of this Agreement for all purposes; (2) are true and correct; and (3) each Party has relied upon such Recitals in entering into this Agreement; and

1.26 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 and each Indenture), 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.

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

2.4 "Annual Collection Costs" are defined in the SAP.

2.5 "Annual Installment" is defined in the SAP.

2.6 "Applicable Laws" means the Act and all other laws or statutes, rules, or regulations of the State of Texas or the United States, as the same may be amended, by which the City and its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived.

2.7 "Assessed Property" is defined in the SAP.

2.8 "Assessment" is defined in the SAP.

2.9 "Assessment Ordinance" is defined in the SAP.

2.10 "Assessment Revenue" means the revenues actually received by or on behalf of the City from the collection of Assessments.

2.11 "Assessment Roll" is defined in the SAP.

2.12 "Authorized Improvements" are defined in the SAP.

2.13 "Bond Proceeds" mean the proceeds derived from the issuance and sale of a series of PID Bonds that are deposited and made available to pay Actual Costs in accordance with the applicable Indenture.

2.14 "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 representative of the Developer and approved by the City Representative, delivered to the City Representative (and/or, if applicable, to the trustee named in any applicable 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 appropriate fund or funds. Each certificate shall include supporting documentation in the standard form for City construction projects and evidence that each Authorized Improvement (or its completed segment) covered by the certificate has been inspected by the City.

2.15 "City" is defined in the introductory paragraph.

2.16 "City Council" means the governing body of the City.

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Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

2.17 "City Representative" means the person authorized by the City Council to undertake the actions referenced herein.

2.18 "Closing Disbursement Request" means a request in the form of Exhibit B or as otherwise approved by the Parties.

2.19 "Default" is defined in Section 4.8.1.

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

2.21 "Developer" is defined in the introductory paragraph.

2.22 "Developer Advances" mean advances made by the Developer to pay Actual Costs.

2.23 "Developer Improvement Account" means the account of the PID Project Fund which may be created and established under the applicable Indenture (and segregated from all other funds contained in the PID Project Fund) into which the City deposits any funds received from the Developer as required under such Indenture.

2.24 "Development Agreement" is defined in the SAP.

2.25 "Effective Date" is defined in the introductory paragraph.

2.26 "Failure" is defined in Section 4.8.1.

2.27 "Indenture" means the applicable trust indenture pursuant to which PID Bonds are issued.

2.28 "Major Improvement Area Additional Major Improvements Assessment Ordinance" is defined in Section 1.10.

2.29 "Major Improvement Area Assessed Property " is defined in the SAP.

2.30 "Major Improvement Area Assessments – Additional Major Improvements" is defined in the SAP.

2.31 "Major Improvement Area Assessments – Initial Major Improvements" is defined in the SAP.

2.32 "Major Improvement Area Initial Major Improvements Assessment Ordinance" is defined in Section 1.9.

2.33 "Maturity Date" is the date one year after the last Annual Installment is collected.

2.34 "Party" and "Parties" are defined in the introductory paragraph.

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Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

2.35 "Phase #1 Additional Major Improvements Assessment Ordinance" is defined in Section 1.8.

2.36 "Phase #1 Assessed Property" is defined in the SAP.

2.37 "Phase #1 Assessments – Additional Major Improvements" is defined in the SAP.

2.38 "Phase #1 Projects" is defined in the SAP.

2.39 "Phase #1 Projects Assessment Ordinance" is defined in Section 1.7.

2.40 "Phase #1 Assessments – Phase #1 Improvements and Initial Major Improvements" is defined in the SAP.

2.41 "PID" is defined as The Parks at Wilson Creek Public Improvement District, created by the PID Creation Resolution.

2.42 "PID Bonds" are defined in the SAP.

2.43 "PID Creation Resolution" is defined as Resolution No. 2021-58R passed and approved by the City Council on August 10, 2021 and recorded in the real property records of Collin County, Texas, as Document No. 20210817001660740 on August 17, 2021.

2.44 "PID Pledged Revenue Fund" means, collectively, the fund established by the City under each applicable Indenture (and segregated from all other funds of the City) into which the City deposits Assessment Revenue in accordance with each applicable Indenture related to a series of PID Bonds.

2.45 "PID Project Fund" means, collectively, the fund, including all accounts created within such fund, established by the City under each applicable Indenture (and segregated from all other funds of the City) into which the City deposits Bond Proceeds in the amounts and as described in the applicable Indenture.

2.46 "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.

2.47 "Prepayment" is defined in the SAP.

2.48 "Reimbursement Agreement Balance" is defined in Section 3.3.

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Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

2.49 "SAP" is defined as *The Parks at Wilson Creek Public Improvement District Service and Assessment Plan* approved on **[November 9, 2021]** as part of the Assessment Ordinance, as the same may be updated or amended by City Council action in accordance with the Act.

2.50 "Transfer" and "Transferee" are defined in Section 4.11.

SECTION 3. FUNDING AUTHORIZED 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 Assessments (including pre-payments and amounts received from the foreclosure of liens but excluding costs and expenses related to collection); and/or (2) revenue collected from the payment of Annual Installments (excluding Annual Collection Costs and Delinquent Collection Costs). Once PID Bonds are issued, the City shall bill, collect, and immediately deposit all Assessment Revenue securing such series of PID Bonds in the manner set forth in the applicable Indenture; and, if applicable, the City shall continue to deposit all Assessment Revenue not securing a series of PID Bonds into the PID Reimbursement Fund. The City shall also deposit Bond Proceeds and any other funds authorized or required by the applicable Indenture in the manner set forth in the applicable Indenture. 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 in accordance with the applicable Indenture; provided that funds disbursed from the applicable PID Project Fund pursuant to Section 3.5 below shall be made first from Bond Proceeds held in the applicable accounts within such PID Project Fund until such accounts are fully depleted and then from the Developer Improvement Account of the applicable PID Project Fund. Funds in the PID Reimbursement Fund shall only be used to pay Actual Costs of the Authorized Improvements or all or any portion of the Reimbursement Agreement Balance in accordance with this Agreement. Notwithstanding any other provision in this Agreement, the Actual Costs of Authorized Improvements within each phase or "Improvement Area" shall be paid from the Assessment Revenue collected solely from Assessments levied on the property within such phase or "Improvement Area" benefitting from such Authorized Improvements. The City will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens related to such Assessments to be enforced continuously, in the manner and to the maximum extent permitted by the Applicable Laws, and, to the extent

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permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Assessments for so long as any PID Bonds are outstanding or a Reimbursement Agreement Balance remains outstanding. The City shall determine or cause to be determined, no later than February 15 of each year whether any Annual Installment is delinquent. If such delinquencies exist, the City will order and cause to be commenced 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 to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessment or the corresponding Assessed Property or to use any City funds, revenues, taxes, income, or property other than moneys collected from the Assessments except as set forth in the Development Agreement. Once PID Bonds are issued, the applicable Indenture shall control in the event of any conflicts with this Agreement.

3.2 Payment of Actual Costs. If PID Bonds are not issued (or prior to such issuance) to pay Actual Costs of Authorized Improvements, the Developer may elect to make Developer Advances to pay Actual Costs. If PID Bonds are issued, the Bond Proceeds shall be used in the manner provided in the applicable Indenture; and, except as may be required under the Development Agreement and/or an applicable Indenture, the Developer shall have no obligation to make Developer Advances for the related Authorized Improvements, 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 of such Authorized Improvements, in which case the Developer shall make Developer Advances to pay the deficit. If Developer Advances are required in connection with the issuance of a series of PID Bonds, then such Developer Advances may be reduced by the amount of payments of Actual Costs of the Authorized Improvements (or portions thereof) to be financed by such PID Bonds that the Developer has previously paid if (i) the Developer submits to the City all information related to such costs that would be required by a Closing Disbursement Request at least five (5) days prior to the pricing of such PID Bonds, and (ii) the City approves such Actual Costs in writing. 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 Authorized 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

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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 approved by the City Council of the City and reported in the month before the date the obligation is incurred (which date is the same date of the approval by the City of the Assessment Ordinance levying the Assessments from which the Reimbursement Agreement Balance, or a portion thereof, shall be paid) for years one through five beginning on the date each Certificate for 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 approved by the City Council of the City reported in the month before the date of the obligation is incurred (which date is the same date of the approval by the City of the Assessment Ordinance levying the Assessments from which the Reimbursement Agreement Balance, or a portion thereof, shall be paid) for years six through thirty-five thereafter (the unpaid principal balance, together with accrued but unpaid interest, owed the Developer for all Certificates for Payment is referred to as the "Reimbursement Agreement Balance"); provided, however, upon the issuance of PID Bonds, the interest rate due and unpaid on amounts shown on each Certificate for Payment to be paid to the Developer shall be the lower of: (1) the interest rate on the applicable series of PID Bonds issued to finance the costs of the Authorized Improvements for which the Certificate for Payment was filed, or (2) the interest rate approved by the City Council of the City in the Assessment Ordinance levying the Assessments from which such PID Bonds shall be paid. The interest rates set forth in this section have been approved by the City Council and are authorized by the Act. The principal amount of each portion of the Reimbursement Agreement Balance to be paid under each Assessment Ordinance, and the interest rate for such portion of the Reimbursement Agreement Balance, is shown on Schedule I attached to this Agreement and incorporated as a part of this Agreement for all purposes. As the City passes and approves additional Assessment Ordinances and/or issues PID Bonds, the City shall approve an updated Schedule I to this Agreement as part of the updated or amended SAP. Such updated Schedule I attached to the SAP shall automatically be incorporated as part of this Agreement for all purposes as if attached hereto without any further action from the Parties.

The Reimbursement Agreement Balance is payable solely from the PID Reimbursement Fund or from PID Bond Proceeds; and, no other City funds, revenues, taxes, income, or property shall be used even if the Reimbursement Agreement Balance is not paid in full by the Maturity Date. Payments made

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from Bond Proceeds shall be made in the manner set forth in the applicable Indenture. So long as no PID Bonds are issued, the City shall make a payment to the Developer from Assessment Revenue on deposit in the PID Reimbursement Fund for the Reimbursement Agreement Balance at least annually, and no later than 60 days after the date payment of the Annual Installments is due and payable to the City. In the event that a Prepayment of an Assessment is made, the City shall remit payment to the Developer of an amount of the Reimbursement Agreement Balance then due and payable not to exceed the Assessment Revenue related to such Prepayment from the Assessment Revenue deposited into the PID Reimbursement Fund within 60 days after the Prepayment is made. Payments made from the PID Reimbursement Fund toward any outstanding Reimbursement Agreement Balance, shall first be applied to unpaid interest on such Reimbursement Agreement Balance owed to the Developer, and second to unpaid principal of the Reimbursement Agreement Balance owed to the Developer. Each payment from the PID Reimbursement 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 all or a portion of the Reimbursement Agreement Balance; or (2) paying directly Actual Costs of Authorized Improvements. PID Bonds issued for such purpose will be secured by and paid solely as authorized by the applicable Indenture. Upon the issuance of PID Bonds for such purpose and for so long as PID Bonds remain outstanding, the Developer's right to receive payments each year in accordance with Section 3.3 shall be subordinate to the deposits required under the applicable Indenture related to any outstanding PID Bonds and the Developer shall be entitled to receive funds pursuant to the flow of funds provisions of such Indenture. 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 Authorized Improvements as described in the SAP and the Development Agreement. 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

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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 applicable 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 costs incurred 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 five (5) days prior to the scheduled closing date for the PID Bonds for payment in accordance with the provisions of the Indenture. In order to receive additional disbursements from the applicable fund under an Indenture, 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 applicable 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 Laws 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. The Developer further agrees that if the City provides to the Developer a sales tax exemption certificate then sales tax will not be approved for payment under a Certification for Payment. Within ten (10) business 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

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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 Authorized 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. Subject to the provisions of Section 3.3 and 3.6, if the Developer is in substantial compliance with its obligations under the Development Agreement, then following the inspection and approval of any portion of Authorized 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 from Assessment Revenue or the net proceeds of PID Bonds, as applicable, 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 Indenture.

3.8 City Delegation of Authority. All Authorized Improvements shall be constructed by or at the direction of the Developer in accordance with the plans, the Development Agreement, 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 Authorized 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

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undertaken. The Developer has sole responsibility of ensuring that all Authorized Improvements are constructed in accordance with the Development Agreement and 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 Authorized Improvements to be acquired and accepted by the City from the Developer. If any Authorized 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 Authorized Improvements. Inspection and acceptance of Authorized Improvements will be in accordance with applicable City ordinances and regulations.

3.9 Security for Authorized Improvements. Prior to completion and conveyance to the City of any Authorized 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 Authorized Improvements, which maintenance bond shall be for a term of two years from the date of final acceptance of the applicable Authorized 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 Authorized Improvements to foreclosure, forfeiture, or sale. In the event that any such lien and/or judgment with respect to the Authorized 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 Authorized Improvements. The Developer shall furnish to the City a preliminary title report for land related to the Authorized Improvements to be acquired and accepted by the City from the Developer and not previously dedicated or otherwise conveyed to the City. The

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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 Authorized Improvements. If the City objects to any preliminary title report, the City shall not be obligated to accept title to the applicable Authorized Improvements until the Developer has cured the objections to the reasonable satisfaction of the City. Conveyance of the Authorized Improvements shall be by final plat, or other instrument of conveyance to be filed in the land records that may be approved by the City, in its sole discretion.

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 Authorized Improvements shall not require competitive bidding pursuant to Section 252.022(a) (9) of the Texas Local Government Code, as amended. All plans and specifications, but not construction contracts, shall be reviewed and approved, in writing, by the City prior to Developer selecting the contractor. The City, at its election made prior to the Developer entering into a construction contract, shall have the right to examine and approve the contractor selected by the Developer to construct Authorized Improvements, 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 five (5) 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 Authorized Improvements. For a period of two years after completion of the Authorized Improvements, the Developer shall maintain proper books of record and account for the construction of the Authorized Improvements and all costs related thereto. Such accounting books shall be maintained in accordance with customary real estate accounting principles. The Developer shall have the right, during normal business hours, to review all records and accounts pertaining to the Assessments upon written request to the City. The City shall provide the Developer an

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opportunity to inspect such books and records relating to the Assessments during the City's regular business hours and on a mutually agreeable date no later than ten (10) business days after the City receives such written request. The City shall keep and maintain a proper and complete system of records and accounts pertaining to the Assessments for so long as PID Bonds remain outstanding or Reimbursement Agreement Balance remains unpaid.

4.5 Developer's Right to Protest Ad Valorem Taxes. Nothing in this Agreement shall be construed to limit or restrict Developer's right to protest ad valorem taxes. The Developer's decision to protest ad valorem taxes on Assessed Property does not constitute a Default under this Agreement.

4.6 PID Administration and Collection of Assessments. If the City designates an administrator who shall have the responsibilities provided in the SAP related to the duties and responsibilities of the administration of the PID, the City shall provide the Developer with a copy of the agreement between the City and the administrator. If the City contracts with a third-party for the collection of Annual Installments of the Assessments, the City shall provide the Developer with a copy of such agreement. For so long as PID Bonds remain outstanding or the Reimbursement Agreement Balance remains unpaid, the City shall notify the Developer of any change of administrator or third-party collection of the Assessments.

4.7 Representations and Warranties.

4.7.1 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 collect 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.

4.7.2 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

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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.

4.8 Default/Remedies.

4.8.1 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 ten (10) days within which to cure. If the Failure is non-monetary, the non-performing Party shall have thirty (30) days within which to cure.

4.8.2 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 Indenture.

4.8.3 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.

4.8.4 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.

4.9 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 Authorized Improvements. The obligations of the Developer hereunder shall be those of a party hereto and not as an owner of property in the PID. Nothing herein shall be construed as affecting the City's or the

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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.

4.10 Estoppel Certificate. From time to time upon written request of the Developer, the City Manager will execute a written estoppel certificate (1) identifying any obligations of the Developer under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; or (2) stating, to the extent true, that to the best knowledge and belief of the City, the Developer is in compliance with its duties and obligations under this Agreement.

4.11 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"); provided, however, that no such conveyance, transfer, assignment, mortgage, pledge, or other encumbrance shall be made without prior written consent of the City if such conveyance, transfer, assignment, mortgage, pledge, or other encumbrance would result in (1) the issuance of municipal securities, and/or (2) the City being viewed as an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission, and/or (3) the City being subjected to additional reporting or recordkeeping duties. 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.

4.12 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.

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4.13 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: City Manager
City of Celina
142 N. Ohio Street
Celina, Texas 75009
TEL: (972) 382-2682
FAX: (972) 382-3736

With a copy to:
Attn: Julie Fort
Messer, Fort & McDonald PLLC
6371 Preston Road Ste. 200
Frisco, Texas 75034
E-mail: julie@txmunicipallaw.com
TEL: (972) 668-6400
FAX: (972) 668-6414

To the Developer:
Attn: James J. Melino
The Parks at Wilson Creek, L.P.
c/o The Cambridge Companies, Inc.
8750 N. Central Expressway, Suite 1735
Dallas, Texas 75231
E-mail: jmelino@cambridgecos.com
TEL: (214) 691-2556
FAX: (214) 691-0682

With a copy to:
Attn: Misty Ventura
Shupe Ventura, 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.

4.14 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

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applicable Indenture controls. This Agreement may only be amended by written agreement of the Parties.

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

4.16 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.

4.17 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.

4.18 Counterparts. This Agreement may be executed in multiple counterparts, which, when taken together, shall be deemed one original.

4.19 Iran, Sudan, and Foreign Terrorist Organizations. Section 2252.151 of the Texas Government Code defines a "governmental contract" as a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment, and provides that the term includes a contract to obtain a professional or consulting service subject to Chapter 2254 of the Texas Government Code. The Developer represents that, as of the date of this Agreement, to the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Developer (if any) is an entity listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code or identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website::

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

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

4.20 No Boycott of Israel. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

4.21 Verification Regarding Discrimination Against Fossil Fuel Companies. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the the City to comply with such Section and to the extent such Section does

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not contravene applicable Federal or Texas law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

4.22 Verification Regarding No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification and the following definitions:

(a) 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing

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Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association,

(b) 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting), and

(c) 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code."

4.23 Employment of Undocumented Workers. During the term of this Agreement, and to the extent required under State law, the Developer agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.8.C. Section 1324a (f), the Developer shall repay the taxes abated herein within 120 days after the date the Developer is notified by the City of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid.

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Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

Pursuant to Section 2264.101 (c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

4.24 Form 1295. Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Developer, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Parties understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the City nor its consultants have verified such information.

[*Remainder of page left blank intentionally. Execution pages follow.*]

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Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

CITY OF CELINA, TEXAS

By:_____
Sean Terry, Mayor

ATTEST:

By:_____
David Amsler, Assistant City Secretary

APPROVED AS TO FORM:

By:_____
Name:_____
Title:_____

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Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

THE PARKS AT WILSON CREEK, L.P.,
a Texas limited partnership

By: The Parks at Wilson Creek GP, LLC,
a Texas limited liability company,
its General Partner

By: LLC Manager, Inc.,
A Texas corporation,
Its Manager

By: _____
James J. Melino, President

DRAFT

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

EXHIBIT A

CERTIFICATE FOR PAYMENT FORM

The undersigned is an agent for _____ (the "Developer") and requests payment from the applicable account of the [PID Reimbursement Fund] [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 Authorized Improvements providing a special benefit to property within the The Parks at Wilson Creek Public Improvement District. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the PID 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 Authorized 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 Authorized Improvements below is a true and accurate representation of the Actual Costs associated with the creation, acquisition, or construction of said Authorized 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 Indenture, the Service and Assessment Plan and the Development Agreement.

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 The Parks at Wilson Creek Public Improvement District and has no outstanding delinquencies for such assessments.

6. All conditions set forth in the Indenture (as defined in the Reimbursement Agreement) for the payment hereby requested have been satisfied.

7. The work with respect to the Authorized Improvements referenced below (or its completed segment) has been completed, and the City has inspected such Authorized Improvements (or its completed segment).

DRAFT

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

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 Authorized Improvements identified may be paid until the work with respect to such Authorized Improvements (or segment) has been completed and the City has accepted such Authorized 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 Authorized 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 Authorized 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 Indenture, the costs for the Authorized Improvements that constitutes the pro-rata share of such Authorized Improvements allocable to the designated Bonds shall be paid as follows:

Authorized Improvements:	Amount to be paid from _____ Fund	Amount to be paid from _____ Fund	Total Cost of Authorized 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 Authorized 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.

DRAFT

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

I hereby declare that the above representations and warranties are true and correct.

THE PARKS AT WILSON CREEK, L.P.,
a Texas limited partnership

By: The Parks at Wilson Creek GP, LLC,
a Texas limited liability company,
its General Partner

By: LLC Manager, Inc.,
A Texas corporation,
Its Manager

By: _____
James J. Melino, President

DRAFT

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Certificate for Payment, acknowledges the Certificate for Payment, acknowledges that the Authorized 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 account of the PID Project Fund] [direct payment from the PID Reimbursement Fund] to the Developer or to any person designated by the Developer.

CITY OF CELINA, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

DRAFT

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

Exhibit B

FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is an agent for _____ (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 PID Project Fund upon the delivery of the PID Bonds for costs incurred in the establishment, administration, and operation of the The Parks at Wilson Creek 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 Development Agreement.

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]

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

DRAFT

I hereby declare that the above representations and warranties are true and correct.

THE PARKS AT WILSON CREEK, L.P.,
a Texas limited partnership

By: The Parks at Wilson Creek GP, LLC,
a Texas limited liability company,
its General Partner

By: LLC Manager, Inc.,
A Texas corporation,
Its Manager

By: _____
James J. Melino, President

DRAFT

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

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: _____

DRAFT

Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

SCHEDULE I

1. **Reimbursement Agreement Balance – Major Improvement Area – Initial Major Improvements**

   - Original Principal Amount: $_____

   - Interest Rate: Interest Rate on any unpaid portion of the Reimbursement Agreement Balance – Initial Major Improvements shall be the lesser of: (1) the interest rates on the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (The Parks at Wilson Creek Public Improvement District Initial Major Improvements Project), or (2) _____% years 1 through 5; _____% years 6 through 30 based on the Bond Index Rate of ____% on the date of the Assessment Ordinance Approval.

   - Date of Assessment Ordinance Approval: Ordinance No. 2021-____ approved on November 9, 2021 and recorded in the real property records of Collin County, Texas on _____, 2021, as Document No. _____

   - Payment Source: Solely from net bond proceeds of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (The Parks at Wilson Creek Public Improvement District Initial Major Improvements Project) secured by the Major Improvement Area Assessments – Initial Major Improvements shown on the Major Improvement Area Assessment Roll – Initial Major Improvements attached as Appendix G to the SAP.

2. **Reimbursement Agreement Balance – Major Improvement Area - Additional Major Improvements**

   - Original Principal Amount: **$**_____

   - Interest Rate: _____% years 1 through 5; _____% years 6 through 30

   - Bond Index Rate approved by the City Council: ___%

   - Date of Assessment Ordinance Approval: Ordinance No. 2021-____ approved on November 9, 2021 and recorded in the real property records of Collin County, Texas on _____, 2021, as Document No. _____

   - Payment Source: Solely from Assessment Revenues from the collection of the Major Improvement Area Assessments – Additional Major Improvements shown on the Major Improvement Area Assessment Roll – Additional Major Improvements attached as Appendix H to the SAP.

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Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

3. Reimbursement Agreement Balance - Phase #1 Projects

A. *Portion to be paid from net PID Bond Proceeds:*

- Original Principal Amount: $_____

- Interest Rate: Interest Rate on any unpaid portion of the Reimbursement Agreement Balance – Phase #1 Projects shall be the lesser of: (1) the interest rates on the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (The Parks at Wilson Creek Public Improvement District Phase #1 Project), or (2) _____% years 1 through 5; _____% years 6 through 30 based on the Bond Index Rate of ____% on the date of the Assessment Ordinance Approval.

- Date of Assessment Ordinance Approval: Ordinance No. 2021-____ approved on November 9, 2021 and recorded in the real property records of Collin County, Texas on _____, 2021, as Document No. _____

- Payment Source: Solely from net bond proceeds of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (The Parks at Wilson Creek Public Improvement District Phase #1 Project) secured by the Phase #1 Assessments – Phase #1 Improvements and Initial Major Improvements shown on the Phase #1 Assessment Roll – Phase #1 Improvements and Initial Major Improvements attached as Appendix I to the SAP.

B. *Portion to be paid from Assessment Revenues:*

- Original Principal Amount: **$**_____

- Interest Rate**:** _____% years 1 through 5; _____% years 6 through 30

- Bond Index Rate approved by the City Council: _____%

- Date of Assessment Ordinance Approval: Ordinance No. 2021-____ approved on November 9, 2021 and recorded in the real property records of Collin County, Texas on _____, 2021, as Document No. _____

- Payment Source: Solely from Assessment Revenues from the collection of the Phase #1 Assessments – Phase #1 Improvements and Initial Major Improvements shown on the Phase #1 Assessment Roll – Phase #1 Improvements and Initial Major Improvements attached as Appendix I to the SAP not securing the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (The Parks at Wilson Creek Public Improvement District Phase #1 Project).

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Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

4. Reimbursement Agreement Balance - Phase #1 Additional Major Improvements

- Original Principal Amount: $_____
- Interest Rate: _____% years 1 through 5; _____% years 6 through 30
- Bond Index Rate approved by the City Council: _____%
- Date of Assessment Ordinance Approval: Ordinance No. 2021-____ approved on November 9, 2021 and recorded in the real property records of Collin County, Texas on _____, 2021, as Document No. _____
- **Payment Source**: Solely from Assessment Revenues from the collection of the Phase #1 Assessments – Additional Major Improvements shown on the Phase #1 Assessments Roll – Additional Major Improvements attached as Appendix J to the SAP.

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Attachment: Draft Ordinance (Parks at Wilson Creek PID MIA – Bond Ordinance)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Bella Lopez, Senior Planner
CC: Jason Laumer, City Manager
Date: November 9, 2021
Re: Hillside Village PID Pre-SAP - Resolution

Action Requested:
Consider and act upon a resolution of the City of Celina, Texas, determining the costs of certain Authorized Improvements to be financed within the Hillside Village Public Improvement District; approving a preliminary service plan and assessment plan, including a proposed Assessment Roll; directing the filing of the proposed Assessment Roll with the City Secretary; and providing for noticing and calling a public hearing December 14, 2021 to consider an ordinance levying assessments on property located within the Hillside Village Public Improvement District. (Hillside Village PID Pre-SAP – Resolution) (Lopez)

Background:
Please refer to the attachment and the related PID Dissolution item for additional information.

Supporting Documents:
- Draft Resolution

Staff Recommendation:
Staff recommends approval.

CITY OF CELINA, TEXAS

RESOLUTION NO. 2021-__R

A RESOLUTION OF THE CITY OF CELINA, TEXAS DETERMINING THE COSTS OF CERTAIN AUTHORIZED IMPROVEMENTS TO BE FINANCED WITHIN THE HILLSIDE VILLAGE PUBLIC IMPROVEMENT DISTRICT; APPROVING A PRELIMINARY SERVICE AND ASSESSMENT PLAN, INCLUDING A PROPOSED ASSESSMENT ROLL; DIRECTING THE FILING OF THE PROPOSED ASSESSMENT ROLL WITH THE CITY SECRETARY OR ASSISTANT CITY SECRETARY TO MAKE AVAILABLE FOR PUBLIC INSPECTION; NOTICING A PUBLIC HEARING FOR DECEMBER 14, 2021 TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN THE HILLSIDE VILLAGE PUBLIC IMPROVEMENT DISTRICT; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

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

WHEREAS, on November 9, 2021, the City Council of the City (the "City Council") conducted a public hearing to consider a petition received by the City requesting the creation of a public improvement district within the corporate boundaries of the City; and

WHEREAS, on November 9, 2021, the City Council adopted Resolution No. 2021-_____ (the "Authorization Resolution"), authorizing, establishing, and creating the “Hillside Village Public Improvement District” (the “District”); and

WHEREAS, the City authorized the creation of the District and the issuance of up to $12,000,000.00 in bonds for the District to finance certain public improvements authorized by the PID Act for the benefit of the property within the District (the “Authorized Improvements”); and

WHEREAS, the City Council and the City staff have been presented a “Hillside Village Public Improvement District, City of Celina, Texas Preliminary Service and Assessment Plan”, including a proposed Assessment Roll attached thereto (the “Preliminary SAP”), relating to certain assessments proposed to be levied against property within the District that benefit from the Authorized Improvements. A copy of the Preliminary SAP is (i) attached hereto as **Exhibit A,** (ii) is incorporated herein for all purposes, (iii) identifies the area constituting the District, (iv)

Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)

identifies the costs of the Authorized Improvements, and (v) sets forth the proposed assessment roll for the District (the "Proposed Assessment Roll"); and

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

WHEREAS, the PID Act requires that the Proposed Assessment Roll be filed with the City Secretary of the City (the "City Secretary") or the Assistant City Secretary of the City (the "Assistant City Secretary") and be subject to public inspection; and

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

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

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

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

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

SECTION 3. The City Council hereby determines that the total costs of the Authorized Improvements to be financed by the District are as set forth in Section III.B of the Preliminary SAP.

Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)

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

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

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

SECTION 7. The City Council hereby authorizes and calls a public hearing (the Assessment Hearing, as defined above) to be held on **December 14, 2021, at or after 5:00 p.m.** in the Celina City Council Chambers, 112 N. Colorado Street, Celina, Texas 75009, at which, the City Council shall, among other actions, hear and pass on any objections to the proposed assessments, and, upon the adjournment of the Assessment Hearing, the City Council will consider an ordinance levying the assessments as special assessments on property located within the District that benefits from the Authorized Improvements and which ordinance shall specify the method of payment of the assessments.

SECTION 9. The City Council hereby authorizes and directs the City Secretary or the Assistant City Secretary to publish notice of the Assessment Hearing to be held on **December 14, 2021**, in substantially the form attached hereto as **Exhibit B** and incorporated herein for all purposes, in the *Celina Record*, a newspaper of general circulation in the City, on or before **December 2, 2021**, as required by Section 372.016(b) of the PID Act.

SECTION 10. When the Proposed Assessment Roll is filed with the City Secretary or the Assistant City Secretary, the City Council hereby authorizes and directs the City Secretary or the Assistant City Secretary, on or before **December 2, 2021**, to mail to owners of property liable for the proposed assessments notice of the Assessment Hearing to be held on **December 14, 2021**, as required by Section 372.016(c) of the PID Act.

Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)

SECTION 11. City staff is authorized and directed to take such other actions as are required (including, but not limited to, notice of the public hearing as required by the Texas Open Meetings Act) to place the public hearing on the agenda for the **December 14, 2021** meeting of the City Council.

SECTION 12. This Resolution shall become effective from and after its date of passage in accordance with law.

[*Remainder of Page Intentionally Left Blank*]

Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)

ADOPTED, PASSED, AND APPROVED on this the 9th day of November, 2021.

_____
Mayor

ATTEST:

_____
Assistant City Secretary

(City Seal)

Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)

EXHIBIT A

PRELIMINARY SAP

Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)

HILLSIDE VILLAGE PUBLIC IMPROVEMENT DISTRICT

CITY OF CELINA, TEXAS

PRELIMINARY SERVICE AND ASSESSMENT PLAN

November 9, 2021

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)

HILLSIDE VILLAGE
PUBLIC IMPROVEMENT DISTRICT

PRELIMINARY SERVICE AND ASSESSMENT PLAN

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Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)

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Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)

I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On November 9, 2021, the City Council of the City of Celina, Texas passed and approved Resolution No. _____ approving and authorizing the creation of the Hillside Village Public Improvement District (the "PID") to finance the costs of certain public improvements for the benefit of property in such public improvement district, all of which was located within the City limits.

The property in the PID is proposed to be developed in one phase. Assessments will be imposed on the property that receives a special benefit from the public improvements to be financed.

Chapter 372 of the Texas Local Government Code, the "Public Improvement District Assessment Act" (as amended, the "PID Act"), governs the creation and operation of public improvement districts within the State of Texas. This Hillside Village Public Improvement District Service and Assessment Plan (the "Service and Assessment Plan") has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan "must (1) cover a period of at least five years; (2) define the annual indebtedness and the projected costs for improvements; and (3) include a copy of the notice form required by Section 5.014, Property Code." Additionally, the PID Act requires that "the governing body of the municipality or county shall review and update the service plan annually for the purpose of determining the annual budget for improvements." The service plan is described in Section IV of this Service and Assessment Plan. The copy of the notice form required by Section 5.014 of the Texas Property Code, as amended, is attached hereto as Appendix E.

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

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

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

Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)

B. DEFINITIONS

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

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

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

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

"Additional Interest Component" means the amount collected by application of the Additional Interest.

"Additional Interest Reserve" has the meaning set forth in Section V.F of this Service and Assessment Plan.

"Administrative Expenses" means the administrative, organization, maintenance and operation costs associated with, or incidental to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of: (i) creating and organizing the PID, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, maintenance, and operation of the PID and the Authorized Improvements, (iii) computing, levying, billing and collecting Special Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Special

Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)

Assessments and the system of registration and transfer of the Bonds, (v) issuing, paying and redeeming the Bonds, (vi) investing or depositing of monies, (vii) complying with the PID Act and other laws applicable to the Bonds, (viii) the Trustee's reasonable fees and expenses relating to the Bonds, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Authorized Improvements. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds or any costs of issuance associated with the Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

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

"Annual Installment" means, with respect to each Parcel, each annual payment of: (i) the Assessments including both principal and interest, as shown on the Assessment Roll attached hereto as Appendix G, as applicable, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, (ii) the Additional Interest Component designated for the Additional Interest Reserve described in Section V of this Service and Assessment Plan, and (iii) the Administrative Expenses.

"Annual Service Plan Update" has the meaning set forth in the second paragraph of Section IV of this Service and Assessment Plan.

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

"Assessment" means an assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act. An Assessment for a Parcel consists of the Annual Installments to be collected in all years including the portion of those Annual Installments collected to pay Administrative Expenses and interest on all Assessments.

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

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

Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)

"Assessment Roll" means the Assessment Roll included in this Service and Assessment Plan as Appendix G or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update, as each may be updated, modified, or amended from time to time in accordance with the procedures set forth in this Service and Assessment Plan and in the PID Act.

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

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

"Budgeted Cost(s)" means the amounts budgeted to construct the Authorized Improvements as used in the preparation of this Service and Assessment Plan.

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

"City" means the City of Celina, Texas.

"City Council" means the duly elected governing body of the City.

"County" means Collin County, Texas.

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

"Developer" means WJ Hillside LP, a Texas limited partnership.

"Development Agreement" means a certain development agreement by and between the City and Wynne/Jackson, Inc., and related to the Property effective July 13, 2021, which will be assigned to the Developer, and as the same may be amended from time to time.

"Homeowner Association" means a homeowner's association or property owners' association established for the benefit of property owners within the boundaries of the PID.

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

"Lot" means a tract of land described as a "lot" in a subdivision plat recorded in the official public records of the County.

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

"Maximum Assessment Per Unit" means an Assessment per unit for each applicable Lot Type as follows:

Lot Type 1 (60 Ft Lot) - $34,703.83
Lot Type 2 (50 Ft Lot) - $28,919.86
Lot Type 3 (40 Ft Lot) - $23,135.89

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

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

"PID" has the meaning set forth in Section I.A of this Service and Assessment Plan.

"PID Act" means Texas Local Government Code Chapter 372, Public Improvement District Assessment Act, Subchapter A, Public Improvement Districts, as amended.

"PID Bonds" mean the certain City of Celina, Texas, Special Assessment Revenue Bonds, Series _____ (Hillside Village Public Improvement District Project) that are secured primarily by Assessment Revenues.

"**Prepayment Costs**" mean interest and expenses to the date of prepayment, plus any additional expenses related to the prepayment, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment.

Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)

"Public Property" means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, the County, the City, a school district or any other public agency, whether in fee simple or through an exclusive use easement.

"Service and Assessment Plan" or **"SAP"** means this Service and Assessment Plan prepared for the PID pursuant to the PID Act, as the same may be amended from time to time.

"Trust Indenture" means an indenture of trust, ordinance or similar document setting forth the terms and other provisions relating to the Bonds, as modified, amended, and/or supplemented from time to time.

"Trustee" means the fiscal agent or trustee as specified in the Trust Indenture, including a substitute fiscal agent or trustee.

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Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)

II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is presently located within the City and contains approximately 71.336 acres of land. A map of the property within the PID is shown on Appendix A and described in Appendix C to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 289 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID. The estimated number of lots and the classification of each lot are based upon the proposed development plan.

The property within the PID is proposed to be developed as follows:

Table II-A
Proposed Development within the PID

Proposed Development	Quantity	Measurement
60 Ft Lot	73	Units
50 Ft Lot	133	Units
40 Ft Lot	83	Units
Total	**289**	**Units**

The estimated number of units at the build-out of the PID is based on the land use approvals for the property, the anticipated subdivision of property in the PID, and the Developer's estimate of the highest and best use of the property within the PID.

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Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)

III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

372.003. Authorized Improvements

(a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.

(b) A public improvement may include:

(i) landscaping;

(ii) erection of fountains, distinctive lighting, and signs;

(iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;

(iv) construction or improvement of pedestrian malls;

(v) acquisition and installation of pieces of art;

(vi) acquisition, construction, or improvement of libraries;

(vii) acquisition, construction, or improvement of off-street parking facilities;

(viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;

(ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;

(x) the establishment or improvement of parks;

(xi) projects similar to those listed in Subdivisions (i)-(x);

(xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;

(xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement;

(xiv) payment of expenses incurred in the establishment, administration and operation of the district; and

(xv) the development, rehabilitation, or expansion of affordable housing

After analyzing the public improvement projects authorized by the PID Act, the City has determined at this time to undertake only Authorized Improvements listed in Section III.B. on the following page and shown in the opinion of probable costs included as Appendix B and on the

Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)

diagrams included as Appendix D for the benefit of the Assessed Property. Any change to the list of Authorized Improvements will require the approval of the City and an update to this Service and Assessment Plan.

B. DESCRIPTIONS OF THE AUTHORIZED IMPROVEMENTS

The Authorized Improvements benefit the entire PID. The costs of the Authorized Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of Equivalent Units.

The Authorized Improvements descriptions are presented below as provided by the project engineer. The Budgeted Costs are shown in Table III-A, and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID. To the extent that an Authorized Improvement is oversized or otherwise provides special benefit to property outside of the PID, the costs of such oversizing are not included in this SAP.

A description of the Authorized Improvements are as follows:

Roadway Improvements

The roadway improvements within the PID include construction of perimeter road and thoroughfare improvements, including related subgrade grading and stabilization, paving, drainage, curbs, gutters, sidewalks, ramps, street lights, retaining walls, signage, testing and inspection, construction and maintenance bonds, erosion control, re-vegetation of all disturbed areas within the right-of-way, and traffic control devices. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Improvements

The water improvements within the PID consists of construction and installation of a water main network, waterlines, mains, pipes, valves, trenching, testing, construction and maintenance bonds, erosion control, inspection, and appurtenances, necessary for the portion of the water distribution system that will service the Assessed Property. The water improvements will be designed and constructed according to City standards and will be owned and operated by the City.

Sanitary Sewer Improvements

The sanitary sewer improvements within the PID consists of construction and installation of pipes, service lines, manholes, encasements, trenching, testing, construction and maintenance bonds, erosion control, inspection, and appurtenances necessary to provide sanitary sewer service to the Assessed Property. The sanitary sewer improvements will be designed and constructed according to City standards and will be owned and operated by the City.

Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)

Storm Drainage Improvements

The storm drainage improvements within the PID consist of reinforced concrete pipes, reinforced concrete boxes, multi-reinforced box culverts, trenching, testing, construction and maintenance bonds, erosion control, inspection, and all related earthwork and mass grading and appurtenances necessary to provide storm drainage improvements to the Assessed Property. The storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Landscaping Improvements

The landscaping improvements include landscaping along streets, irrigation, and other street landscaping improvements, along with trails, parks, open space improvements, entry features, and other public amenities. The landscaping improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City or by the homeowners' association.

Soft and Miscellaneous Costs

The soft and miscellaneous costs include costs related to designing, constructing, and installing the Authorized Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, contingency, District Formation Costs, legal fees, consultant fees, and other similar costs.

Table III-A
Estimated Authorized Improvement Costs

Description	Total
Roadway Improvements	$1,983,001
Water Improvements	$771,183
Sanitary Sewer Improvements	$663,725
Drainage Improvements	$1,689,378
Landscaping Improvements	$971,640
Soft and miscellaneous costs	$2,016,085
Total Authorized Improvements	**$8,095,011**

[1]The above shown estimated costs are provided by LJA Engineering. The figures shown in Table III-A may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the Total Authorized Improvements amount does not change. Amounts are rounded to the nearest dollar

Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)

IV. SERVICE PLAN

A. SOURCES AND USES OF FUNDS

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five year period. It is anticipated that it will take approximately 15 months to construct the Authorized Improvements.

The Budgeted Costs for Authorized Improvements and payment of expenses incurred in the establishment, administration, and operation of the PID are $9,644,493 as shown in Table IV-A. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the estimated Authorized Improvement costs, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an "Annual Service Plan Update."

Table IV-A on the following page shows the estimated sources and uses of funds for the Authorized Improvements.

The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the estimated Authorized Improvement costs, and updating the Assessment Roll. Any update to this Service and Assessment Plan is herein referred as an "Annual Service Plan Update."

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Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)

Table IV-A
Estimated Sources and Uses

Sources of Funds	Total
Par Amount	$8,300,000
Other Funding Sources	$1,344,493
Total Sources	**$9,644,493**

Uses of Funds	
Authorized Improvements:	
Roadway Improvements	$1,983,001
Water Improvements	$771,183
Sanitary Sewer Improvements	$663,725
Drainage Improvements	$1,689,378
Landscaping Improvements	$971,640
Soft and miscellaneous costs	$2,016,085
Subtotal	*$8,095,011*
Estimated Bond Issuance Costs:	
Debt Service Reserve Fund	$543,400
Administrative Expenses	$35,000
Capitalized Interest	$223,063
Cost of Issuance	$499,020
Underwriters Discount	$249,000
Subtotal	*$1,549,482*
Total Uses	**$9,644,493**

B. FIVE -YEAR SERVICE AND ASSESSMENT PLAN

The annual projected costs and annual projected indebtedness is shown in Table IV-B on the following page. The annual projected costs and indebtedness is subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

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Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)

Table IV-B
Annual Projected Costs and Annual Projected Indebtedness

Year	Annual Projected Cost	Annual Projected Indebtedness	Sources other than PID Bonds	Projected Annual Installments
2022	$9,644,493	$8,300,000	$1,344,493	$0
2023	$0	$0	$0	$585,700
2024	$0	$0	$0	$584,664
2025	$0	$0	$0	$583,392
2026	$0	$0	$0	$581,885
2027	$0	$0	$0	$585,143
Total	**$9,644,493**	**$8,300,000**	**$1,344,493**	**$2,920,784**

The annual projected costs shown in Table IV-B are the annual expenditures relating to the Authorized Improvements shown in Table III-A, and the costs associated with setting up the PID and bond issuance costs including reserves shown in Table IV-A. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

C. HOMEBUYER DISCLOSURE

The PID Act requires that this Service and Assessment Plan, and each Annual Service Plan Update, include a copy of the Notice form (required by Section 5.014 of the Texas Property Code). The homebuyer disclosure is attached hereto as Appendix E and may be updated in an Annual Service Plan Update.

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Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)

V. ASSESSMENT PLAN

A. INTRODUCTION

The PID Act requires the City Council to apportion the costs of the Authorized Improvements on the basis of special benefits conferred upon the property because of the Authorized Improvements. The PID Act provides that the costs of the Authorized Improvements may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

For purposes of this Service and Assessment Plan, the City Council has determined that the Budgeted Costs of the Authorized Improvements shall be allocated as described below:

1. The Authorized Improvement Costs shall be allocated on the basis of Equivalent Units once such property is developed, and that such method of allocation will result in the imposition of equal shares of the costs of the Authorized Improvements to Parcels similarly benefited.

2. The City Council has concluded that larger more expensive homes are likely to be built on the larger lots, and that larger more expensive homes are likely to make greater use of and receive greater benefit from the Authorized Improvements. In determining the relative values of Parcels, the City Council has taken into consideration (i) the type of development (i.e., residential, commercial, etc.), (ii) single-family lot sizes and the size of homes likely to be built on lots of different sizes, (iii) current and projected home prices provided by the Developer, (iv) the Authorized Improvements to be provided and the estimated costs, and (v) the ability of different property types to utilize and benefit from the Authorized Improvements.

3. The Assessed Property is classified into different Lot Types as described in Appendix F based on the type and size of proposed development on each Parcel.

4. Equivalent Units are calculated for each Lot Type based on the relative value of each Lot Type.

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within the PID as a result of the Authorized Improvements, (ii) provides the basis and justification for the determination that this special benefit equals or exceeds the amount of the Assessments to be levied on the Assessed Property for such Authorized Improvements, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Authorized Improvements to Parcels in a manner that results in equal shares of the

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Actual Costs of the Authorized Improvements being apportioned to Parcels similarly benefited. The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

B. SPECIAL BENEFIT

Assessed Property must receive a direct and special benefit from the Authorized Improvements, and this benefit must be equal to or greater than the amount of the Assessments. The Authorized Improvements are provided specifically for the benefit of the Assessed Property. The Authorized Improvements (more particularly described in line-item format in Appendix B to this Service and Assessment Plan) and the costs of issuance and payment of costs incurred in the establishment of the PID shown in Table IV-A are authorized by the PID Act. These Authorized Improvements are provided specifically for the benefit of the Assessed Property.

Each owner of the Assessed Property has acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and has consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. Each of the owners is acting in its interest in consenting to this apportionment and levying of the Assessments because the special benefit conferred upon the Assessed Property by the Authorized Improvements exceeds the amount of the Assessments.

The Authorized Improvements provide a special benefit to the Assessed Property as a result of the close proximity of these improvements to the Assessed Property and the specific purpose of these improvements of providing infrastructure for the Assessed Property. In other words, the Assessed Property could not be used in the manner proposed without the construction of the Authorized Improvements. The Authorized Improvements are being provided specifically to meet the needs of the Assessed Property as required for the proposed use of the property.

The Assessments are being levied to provide the Authorized Improvements that are required for the highest and best use of the Assessed Property (i.e., the use of the property that is most valuable, including any costs associated with that use). Highest and best use can be defined as "the reasonably probable and legal use of property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value." (*Dictionary of Real Estate Appraisal, Third Edition*.) The Authorized Improvements are expected to be required for the proposed use of the Assessed Property to be physically possible, appropriately supported, financially feasible, and maximally productive.

The Developer has evaluated the potential use of the property and has determined that the highest and best use of the property is the use intended and the legal use for the property as described in Section II of this Service and Assessment Plan. The use of the Assessed Property as described herein will require the construction of the Authorized Improvements.

Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)

The special assessments will repay financing that is on advantageous terms, as the Bonds issued to finance the Authorized Improvements will pay interest that is exempt from federal income tax. As a result, all other terms being equal (e.g., maturity, fixed vs. variable rate, credit quality), the tax- exempt bonds will have a lower interest rate than debt that is not tax-exempt. The Bonds also have a longer term than other available financings and may either be repaid or assumed by a buyer at the buyer's option. As a result of these advantageous terms, the financing provided by the PID is the most beneficial means of financing the Authorized Improvements.

Each owner of the Assessed Property will ratify, confirm, accept, agree to and approve: (i) the determinations and finding by the City Council as to the special benefits described in this Service and Assessment Plan and the Assessment Ordinance; (ii) the Service and Assessment Plan and the Assessment Ordinance, and (iii) the levying of Assessments on the Assessed Property. Use of the Assessed Property as described in this Service and Assessment Plan and as authorized by the PID Act requires that Authorized Improvements be acquired, constructed, installed, and/or improved. Funding the Actual Costs of the Authorized Improvements through the PID has been determined by the City Council to be the most beneficial means of doing so. As a result, the Authorized Improvements result in a special benefit to the Assessed Property, and this special benefit exceeds the amount of the Assessment. This conclusion is based on and supported by the evidence, information, and testimony provided to the City Council.

In summary, the Authorized Improvements result in a special benefit to the Assessed Property for the following reasons:

1. The Authorized Improvements are being provided specifically for the use of the Assessed Property, are necessary for the proposed best use of the property and provide a special benefit to the Assessed Property as a result;

2. The Developer has consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and the Developer is acting in its interest by consenting to this imposition;

3. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);

4. Financing of the costs of the Authorized Improvements through the PID is determined to be the most beneficial means of providing for the Authorized Improvements; and,

5. As a result, the special benefit to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

C. ASSESSMENT METHODOLOGY

The costs of the Authorized Improvements may be assessed by the City Council against the Assessed Property so long as the special benefit conferred upon the Assessed Property by the Authorized Improvements equals or exceeds the Assessments. The costs of the Authorized

Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)

Improvements may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited.

1. Assessment Methodology for the Authorized Improvements

For purpose of this Service and Assessment Plan, the City Council has determined that the Budgeted Costs of the Authorized Improvements to be financed with the PID Bonds shall be allocated to the Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units anticipated to be developed on each Parcel within the PID.

Based on the Budgeted Costs of the Authorized Improvements, as set forth in Table III-A, the City Council has determined that the benefit to the Assessed Property of the Authorized Improvements is at least equal to the Assessments levied on the Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the estimated Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated Equivalent Units at the time residential Lots are platted to the total estimated Equivalent Units of all Lots in the platted Parcel, as calculated and shown in Appendix F using the types, number and average home value of Lots anticipated to be developed on each Parcel.

The Assessment and Annual Installments for each Parcel or Lot located within the PID is shown on the Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

D. ASSESSMENTS

The Assessments will be levied on each Parcel according to the Assessment Roll, attached hereto as Appendix G. The Annual Installments will be collected at the time and in the amounts shown on the Assessment Roll subject to any revisions made during an Annual Service Plan Update.

E. ADMINISTRATIVE EXPENSES

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of Assessment levied against the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on each Assessment Roll, attached as Appendix G, which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

F. ADDITIONAL INTEREST RESERVE

Pursuant to the PID Act, the interest rate for Assessments may exceed the actual interest rate per annum paid on the related Bonds by no more than one half of one percent (0.50%) (the "Additional Interest"). The interest rate used to determine the Assessments is one half of one percent (0.50%)

Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)

per annum higher than the actual rate paid on the PID Bonds, with the Additional Interest Component of the Annual Installments allocated to fund a reserve to be used for paying interest associated with a prepayment and to offset any possible delinquency related costs (the "Additional Interest Reserve"). The Additional Interest Reserve shall be funded until it reaches 5.50% of the outstanding Bonds unless otherwise stipulated in the Bond documents. Once the Additional Interest Reserve is funded in full, the City may allocate the Additional Interest Component of the Annual Installments as provided in the applicable Trust Indenture.

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Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)

VI. TERMS OF THE ASSESSMENTS

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN THE PID

The Assessment and Annual Installments for each Assessed Property located within the PID is shown on the Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected from the Assessed Property in an amount sufficient to pay (i) principal and interest on the PID Bonds, (ii) to fund the Additional Interest Reserve described in Section V, and (iii) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel in the PID shall be calculated by taking into consideration any available capitalized interest applicable to the Parcel.

B. REALLOCATION OF ASSESSMENTS

1. Subdivision

Upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be reallocated among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel
B = the Assessment for the Parcel prior to subdivision
C = the estimated total Equivalent Units to be built on each new subdivided Parcel
D = the sum of the estimated total Equivalent units to be built on all of the new subdivided Parcels

The calculation of the estimated Equivalent Units to be built on a Parcel shall be performed by the Administrator and confirmed by the City Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of Equivalent Units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

The sum of the Assessments for all newly subdivided Parcels shall equal the Assessment for the Parcel prior to subdivision. The calculation shall be made separately for each newly subdivided Parcel. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)

2. Consolidation

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to consolidation. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

C. MANDATORY PREPAYMENT OF ASSESSMENTS

1. If a Parcel subject to Assessments is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel subject to Assessments to become Non-Benefited Property, the owner of such Parcel shall pay to the City the full amount of the principal portion of the Assessment on such Parcel, plus all Prepayment Costs, prior to any such transfer or act.

2. If at any time the Assessment per unit on a Parcel exceeds the applicable Maximum Assessment per Unit shown in this Service and Assessment Plan as a result of any changes in land use, subdivision, consolidation or reallocation of the Assessment authorized by this Service and Assessment Plan and initiated by the owner of the Parcel, then such owner shall pay to the City prior to the recordation of the document subdividing the Parcel the amount calculated by the Administrator by which the Assessment per unit for the Parcel exceeds the applicable Maximum Assessment per Unit calculated in this Service and Assessment Plan.

3. The payments required above shall be treated the same as any Assessment that is due and owing under the PID Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the PID Act.

D. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with a series of Bonds have been completed and Actual Costs for such Authorized Improvements are less than the Actual Costs of the Authorized Improvements used to calculate the Assessments securing such series of Bonds, resulting in excess Bond proceeds being available to redeem Bonds of such series, and such excess Bond proceeds shall be applied to redeem Bonds as provided in the Indenture, then the Assessment securing such series of Bonds for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the actual reduced Actual Costs. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.

Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)

2. If all the Authorized Improvements are not undertaken, resulting in excess Bond proceeds being available to redeem Bonds, and such excess Bond proceeds shall be applied to redeem Bonds as provided in the Indenture, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the City Council to reflect only the amounts required to repay the Bonds, including interest on the Bonds and Administrative Expenses. The City Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on number of units, if determined by the City Council to be the most fair and practical means of reducing the Assessments for each Parcel, such that the sum of the resulting reduced Assessments equals the amount required to repay the Bonds, including interest on the Bonds and Administrative Expenses. The principal portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced principal portion of the Bonds is equal to the outstanding principal amount of the Bonds.

E. PAYMENT OF ASSESSMENTS

1. Payment in Full

(a) The Assessment for any Parcel may be paid in full at any time. Such payment shall include all Prepayment Costs. If prepayment in full will result in redemption of Bonds, the payment amount shall be reduced by the amount, if any, of interest through the date of redemption of Bonds and reserve funds applied to the redemption under the Trust Indenture, net of any other costs applicable to the redemption of Bonds.

(b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount.

(c) Upon payment in full of the Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the Trust Indenture; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate.

(d) At the option of the owner, the Assessment on any Parcel plus Prepayment Costs may be paid in part in an amount sufficient to allow for a convenient redemption of Bonds as determined by the Administrator. Upon the payment of such amounts for a Parcel, the Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial payment is made.

2. Payment in Annual Installments

The PID Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the PID Act authorizes the Assessment to be paid in installments and additionally allows the City to collect interest, administrative expenses and other authorized charges in installments. An Assessment for a Parcel that is not paid in full will be collected in Annual Installments each

Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)

year in the amounts shown on the Assessment Roll, as updated as provided for herein, which include interest, Administrative Expenses, and payments required for the Additional Interest Reserve. Payment of the Annual Installments shall commence with tax bills mailed after the issuance of the PID Bonds.

Each Assessment shall be paid with interest of no more than the lesser of the actual interest rate paid on the PID Bonds; the Assessment Roll sets forth for each year the Annual Installment for each parcel based on an estimated interest rate of 4.5% on the PID Bonds and additional interest at the rate of 0.5% for the Additional Interest Reserve. Furthermore, the Annual Installments may not exceed the amounts shown on the Assessment Roll. The Assessment Roll is shown as Appendix G.

The Annual Installments shall be reduced to equal the Actual Costs of repaying the PID Bonds and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

The City reserves and shall have the right and option to refund the Bonds in accordance with Section 372.027 of the PID Act. In the event of such refunding, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installments so that total Annual Installments of Assessments will be produced in annual amounts that are required to pay the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute Bonds for purposes of this Service and Assessment Plan.

F. COLLECTION OF ANNUAL INSTALLMENTS

No less frequently than annually, the Administrator shall prepare, and the City Council shall consider, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Each Annual Installment shall be reduced by any credits applied under the applicable Trust Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, including any existing deposits for a prepayment reserve. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City. The City Council may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the PID Act.

Any sale of property for nonpayment of the Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such property as they become due and payable.

Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. Collection of the initial Annual Installments relating to the Authorized Improvements that benefit the Assessed Property will be due when billed and will be delinquent if not paid prior to the first February 1 following the issuance of the PID Bonds.

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Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)

VII. THE ASSESSMENT ROLL

A. ASSESSMENT ROLL

The City Council has evaluated each Parcel in the PID based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner Association Property, the Public Property, the types of Authorized Improvements, and other development factors deemed relevant to determine the amount of Assessed Property within the PID.

The Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Authorized Improvements. Table VII-A summarizes the $9,644,493 in special benefit received by the Assessed Property from the Authorized Improvements. The par amount of the PID Bonds $8,300,000 which is less than the benefit received by the Assessed Property. Accordingly, the total Assessment to be applied to all the Assessed Property is $8,300,000 plus annual Administrative Expenses. The Assessment for each Assessed Property is calculated based on the allocation methodologies described in Section V.C. The Assessment Roll is attached hereto as Appendix G.

Table VII-A
Special Benefit Summary

Special Benefit	Total Cost
Total Authorized Improvements	$8,095,011
Bond Issuance Costs:	
Debt Service Reserve Fund	$543,400
Administrative Expenses	$35,000
Capitalized Interest	$223,063
Cost of Issuance	$499,020
Underwriters Discount	$249,000
PID Formation/Bond Cost of Issuance	*$1,549,482*
Total Special Benefit	**$9,644,493**
Special Benefit:	
Total Special Benefit	$9,644,493
Projected Assessment	$8,300,000
Excess Benefit	**$1,344,493**

(a) See Table III-A for details.

Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)

B. ANNUAL ASSESSMENT ROLL UPDATES

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Assessment Roll in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the City and permitted by the PID Act: (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan and in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI.E. of this Service and Assessment Plan. The Assessment Roll shall be updated, which update may be done in the next Annual Service Plan Update, to reflect the issuance of Bonds, if any.

Once the PID Bonds are issued, the Assessment Roll shall be updated, which update may be done in the next Annual Service Plan Update, to reflect any changes resulting from the issuance of the PID Bonds. This update shall reflect the actual interest on the PID Bonds on which the Annual Installments shall be paid, any reduction in the Assessments, and any revisions in the Actual Costs to be funded by the Bonds and Developer funds.

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Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)

VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

The City may elect to designate a third party to serve as Administrator. The City shall notify Developer in writing at least thirty (30) days in advance before appointing a third party Administrator.

To the extent consistent with the PID Act, an owner of an Assessed Parcel claiming that a calculation error has been made in the Assessment Roll(s), including the calculation of the Annual Installment, shall send a written notice describing the error to the City not later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Parcel owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Parcel owner, such change or modification shall be presented to the City Council for approval to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Parcel owner (except for the final year during which the Annual Installment shall be collected or if it is determined there are sufficient funds to meet the expenses of the PID for the current year), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to the City Council. Any amendments made to the Assessment Roll(s) pursuant to calculation errors shall be made pursuant to the PID Act.

The decision of the Administrator, or if such decision is appealed to the City Council, the decision of the City Council shall be conclusive as long as there is a reasonable basis for such determination. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to any other appeal or legal action by such owner.

B. TERMINATION OF ASSESSMENTS

Each Assessment shall be extinguished on the date the Assessment is paid in full, including unpaid Annual Installments and Delinquent Collection Costs, if any. After the extinguishment of an Assessment and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the owner of the affected Parcel a recordable "Notice of the PID Assessment Termination".

C. AMENDMENTS

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)

The City Council reserves the right to the extent permitted by the PID Act to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of Parcels:

> (i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; and (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, Collection Costs, and other charges imposed by the Service and Assessment Plan.

D. Administration and Interpretation of Provisions

The City Council shall administer the PID, this Service and Assessment Plan, and all Annual Service Plan Updates consistent with the PID Act and shall make all interpretations and determinations related to the application of this Service and Assessment Plan unless stated otherwise herein or in the Trust Indenture, such determination shall be conclusive.

E. Severability

If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan or the application of same to an Assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service and Assessment Plan or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Service and Assessment Plan that no part hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this Service and Assessment Plan are declared to be severable for that purpose.

If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

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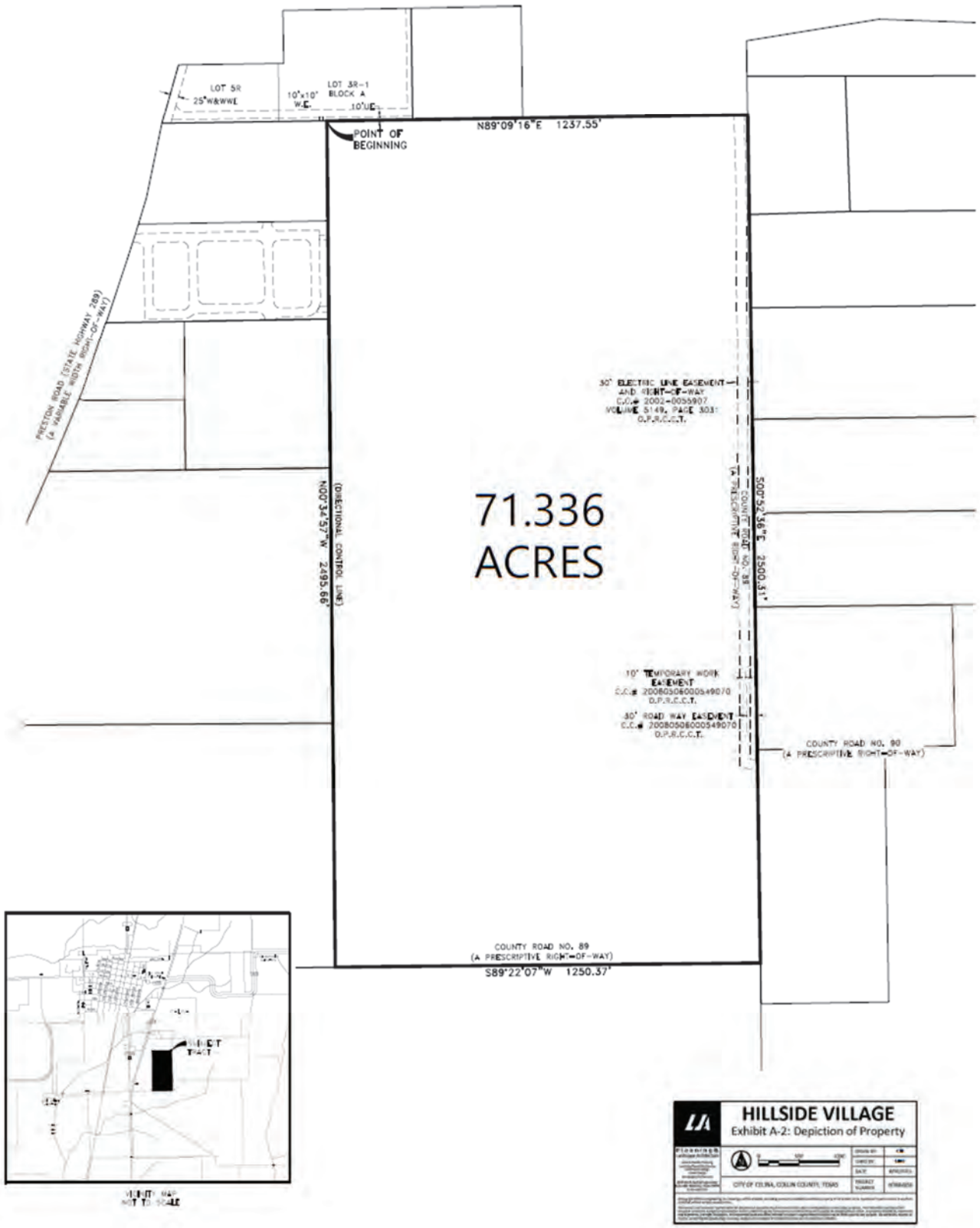
Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)

APPENDIX A
PID MAP

Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)



Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)

APPENDIX B
ESTIMATED COSTS OF AUTHORIZED IMPROVEMENTS

Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)

HILLSIDE VILLAGE

SUMMARY

PID ELIGIBLE	50s & 60s	40s	60' ROW MTP	Offsite Utilities	TOTAL
A. EXCAVATION			$ 2,242.20	$ 5,000.00	$ 7,242.2
B. SANITARY SEWER SYSTEM	$ 405,035.00	$ 117,775.00		$ 140,914.50	$ 663,724.5
C. STORM SEWER SYSTEM	$ 1,330,350.11	$ 263,100.00	$ 95,928.00		$ 1,689,378.1
D. WATER DISTRIBUTION SYSTEM	$ 394,017.00	$ 107,344.00	$ 103,493.50	$ 166,328.00	$ 771,182.5
E. STREET & ALLEY PAVING	$ 1,088,769.80	$ 635,904.88	$ 251,083.77		$ 1,975,758.4
F. RETAINING WALLS					
G. MISCELLANEOUS ITEMS	$ 233,025.00	$ 13,500.00	$ 21,090.00		$ 267,615.0
H. LANDSCAPING	$ 332,765.00	$ 385,215.00	$ 253,660.00		$ 971,640.0
I. DEVELOPMENT FEES	$ 749,030.00	$ 152,440.00	$ 66,500.00	$ 43,500.00	$ 1,011,470.0
SUB-TOTAL:	*$4,532,991.91*	*$1,675,278.88*	*$793,997.47*	*$355,742.50*	*$7,358,010.7*
10% CONTINGENCY:	*$453,500.00*	*$168,000.00*	*$79,500.00*	*$36,000.00*	*$737,000.0*
TOTAL CONSTRUCTION COSTS:	**$4,986,491.91**	**$1,843,278.88**	**$873,497.47**	**$391,742.50**	**$8,095,010.7**

Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)

APPENDIX C
LEGAL DESCRIPTION

Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)

Metes and Bounds Description of the Property

(approximately 71.336 acres)

BEING A 71.336 ACRE TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY # 14, ABSTRACT NO. 167, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND BEING ALL OF A 71.296 ACRE TRACT OF LAND, CONVEYED TO CELINA LAND INVESTORS, LTD., AS RECORDED IN COUNTY CLERK'S FILE NO. 20150116000051930, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS. SAID 71.336 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE NAD83, (NAD83 (2011) EPOCH 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM COLLIN CORS ARP (PID-DF8982), AND DENTON CORS ARP (PID-DF8986), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED “SHIELDS” FOUND FOR THE NORTHWEST CORNER OF SAID 71.296 ACRE TRACT AND THE COMMON NORTHEAST CORNER OF A 3.50 ACRE TRACT OF LAND CONVEYED TO AL-RAZA ENTERPRISES INC., AS RECORDED IN COUNTY CLERK'S FILE NO. 20080312000296050, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS. SAID POINT BEING ON THE SOUTH LINE OF LOT 3R-1, BLOCK A OF THE REPLAT OF CELINA TOWN CENTER ADDITION-PHASE 2, AN ADDITION TO THE CITY OF CELINA, AS RECORDED IN COUNTY CLERK'S FILE NO. 20140312010000780, IN CABINET 2014, PAGE 117, AND IN SLIDE 9415-1-2, PLAT RECORDS, COLLIN COUNTY, TEXAS;

THENCE, NORTH 89 DEGREES 09 MINUTES 16 SECONDS EAST, ALONG THE NORTH LINE OF SAID 71.296 ACRE TRACT AND THE COMMON SOUTH LINE OF SAID LOT 3R-1, BLOCK A, THE SOUTH LINE OF LOT 6, BLOCK A OF CELINA TOWN CENTER ADDITION, PHASE 2, AN ADDITION TO THE CITY OF CELINA, AS RECORDED IN COUNTY CLERK'S FILE NO. 20070803010002610, IN CABINET 2007, PAGE 393, AND IN SLIDE 9415, PLAT RECORDS, COLLIN COUNTY, TEXAS, AND THE SOUTH LINE OF A 9.831 ACRE TRACT OF LAND CONVEYED AS “TRACT 2” TO CELINA COMMERCIAL INVESTMENTS, LLC., AS RECORDED IN COUNTY CLERK'S FILE NO. 20191101001383960, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, A DISTANCE OF 1237.55 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 71.296 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF SAID “TRACT2”. SAID POINT BEING ON THE WEST LINE OF A 2.74 ACRE TRACT OF LAND CONVEYED TO ROBERT C. LOFTICE, AS RECORDED IN COUNTY CLERK'S FILE NO. 19940404000314370, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS AND BEING WITHIN COUNTY ROAD NO. 89, (PRESCRIPTIVE RIGHT-OF-WAY);

THENCE, SOUTH 00 DEGREES 52 MINUTES 36 SECONDS EAST, ALONG THE EAST LINE OF SAID 71.296 ACRE TRACT AND THE COMMON WEST LINE SAID 2.74 ACRE TRACT, A 5.000 ACRE TRACT OF LAND CONVEYED TO MRN SQUARED, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 20210210000284360, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, A 6.000 ACRE TRACT OF LAND CONVEYED TO BILLY JOHN CARTER, JR. AND RITA S. CARTER, AS RECORDED IN COUNTY CLERK'S FILE NO. 19960415000307290, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, A 5.000 ACRE TRACT OF LAND CONVEYED TO BILLY JOHN CARTER, JR. AND RITA S. CARTER, AS RECORDED IN COUNTY CLERK'S FILE NO. 20060112000054370, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, A 5.000 ACRE TRACT OF LAND CONVEYED TO DALA A. BRUTON AND TAMARA D. BRUTON, AS RECORDED COUNTY CLERK'S FILE NO. 20040907001319390, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, A 5.572 ACRE TRACT OF LAND CONVEYED TO PAUL A. DAVIS, AS RECORDED IN COUNTY CLERK'S FILE NO. 20040615000873230 OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND A 5.84 ACRE TRACT OF LAND CONVEYED TO VERA LUCILLE JINKS, AS RECORDED IN VOLUME 1102, PAGE 761, DEED RECORDS, COLLIN COUNTY, TEXAS, WITH SAID COUNTY ROAD NO. 89, A DISTANCE OF 2500.31 FEET TO A 5/8” IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID 71.296 ACRE TRACT AND THE COMMON NORTHEAST CORNER OF A 77.694 ACRE TRACT OF LAND CONVEYED TO VERA LUCILLE JINKS, AS RECORDED IN VOLUME 1102, PAGE 752, DEED RECORDS, COLLIN COUNTY, TEXAS;

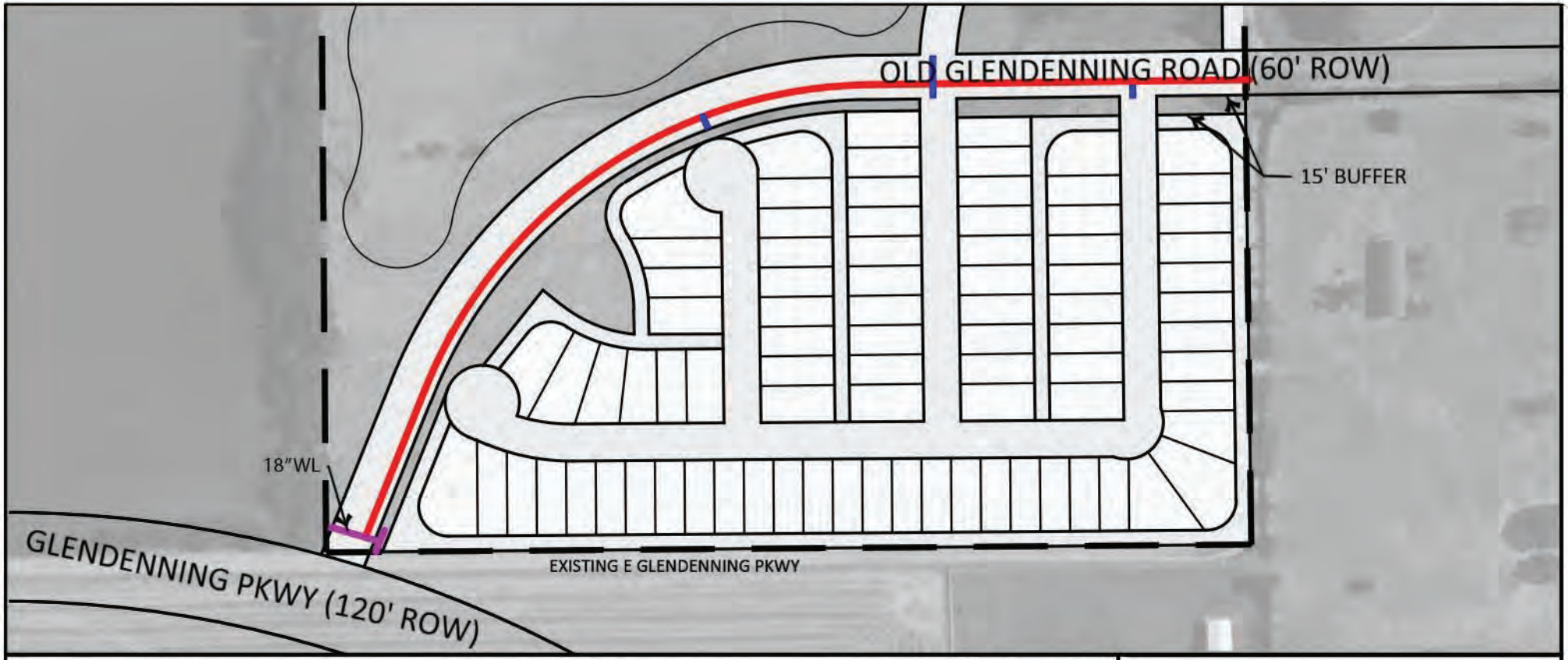
THENCE, SOUTH 89 DEGREES 22 MINUTES 07 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 71.296 ACRE TRACT AND THE COMMON NORTH LINE OF SAID 77.694 ACRE TRACT, WITH THE APPROXIMATE CENTER OF SAID COUNTY ROAD NO. 89, A DISTANCE OF 1250.37 FEET TO A 3/8” IRON ROD FOUND, (BENT) FOR THE SOUTHWEST CORNER OF SAID 71.296 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF A 20.00 ACRE TRACT OF LAND CONVEYED TO SUMMIT CENTER AT PRESTON, LLC., AS RECORDED IN COUNTY CLERK'S FILE NO. 20130708000945990, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

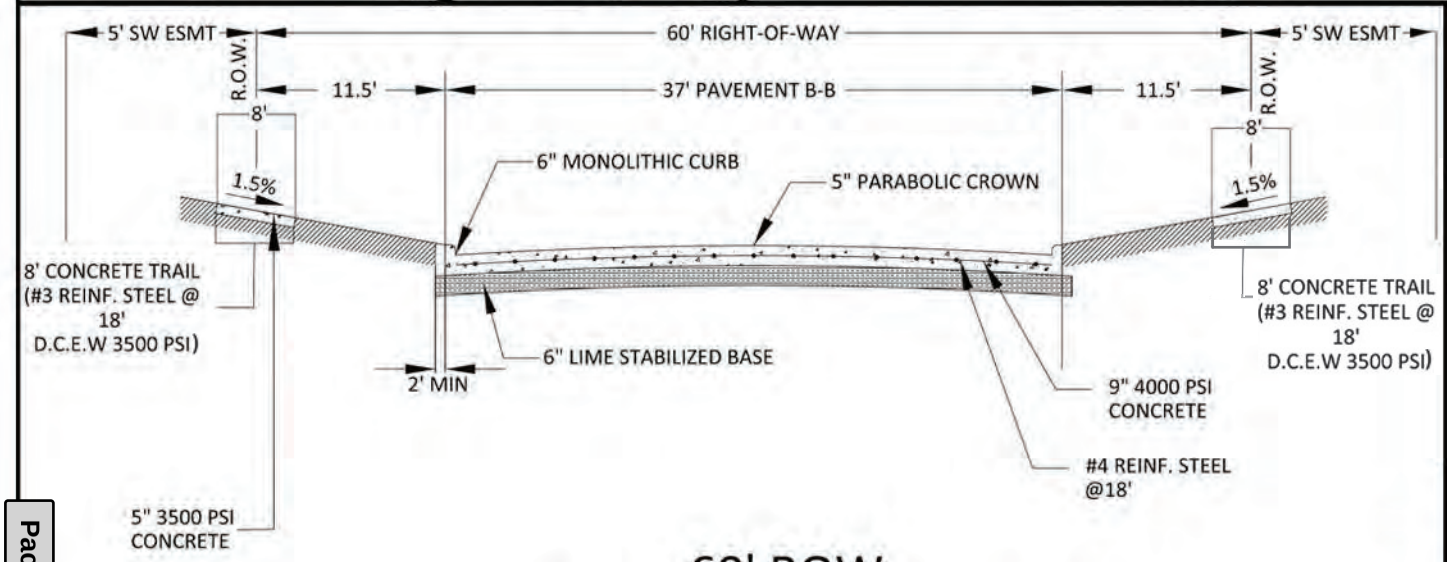
THENCE, NORTH 00 DEGREES 34 MINUTES 57 SECONDS WEST, ALONG THE WEST LINE OF SAID 71.296 ACRE TRACT AND THE COMMON EAST LINE OF SAID 20.00 ACRE TRACT, THE EAST LINE OF A 16.987 ACRE TRACT OF LAND CONVEYED TO JEOU-SHYONG HUANG AND MEI-FU LIN HUANG, AS RECORDED IN COUNTY CLERK'S FILE NO. 20120703000803140, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, THE EAST LINE OF A 4.321 ACRE TRACT OF LAND CONVEYED TO PRESTON TEP, LLC., AS RECORDED IN COUNTY CLERK'S FILE NO. 20200311000356960, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, THE EAST LINE OF LOT 1, BLOCK A OF THE KELLER WILLIAMS ADDITION, PHASE 1, AN ADDITION TO THE CITY OF CELINA, AS RECORDED IN COUNTY CLERK'S FILE NO. 20190412010001750 AND IN CABINET 2019, PAGE 291, PLAT RECORDS, COLLIN COUNTY, TEXAS, AND THE EAST LINE OF AFORESAID 3.50 ACRE TRACT, A DISTANCE OF 2495.66 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 3,107,381 SQUARE FEET OR 71.336 ACRES OF LAND.

Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)

APPENDIX D
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)





60' ROW
OLD GLENDENNING ROAD
37' B-B

WATER LINE DIAMETER	
	8"
	12"
	18"

HILLSIDE VILLAGE

Exhibit D: Old Glendenning Improvements

Planning & Landscape Architecture

Land & Master Planning
Land Use/Feasibility Studies
Sustainable Design
Urban Design
Landscape Architecture

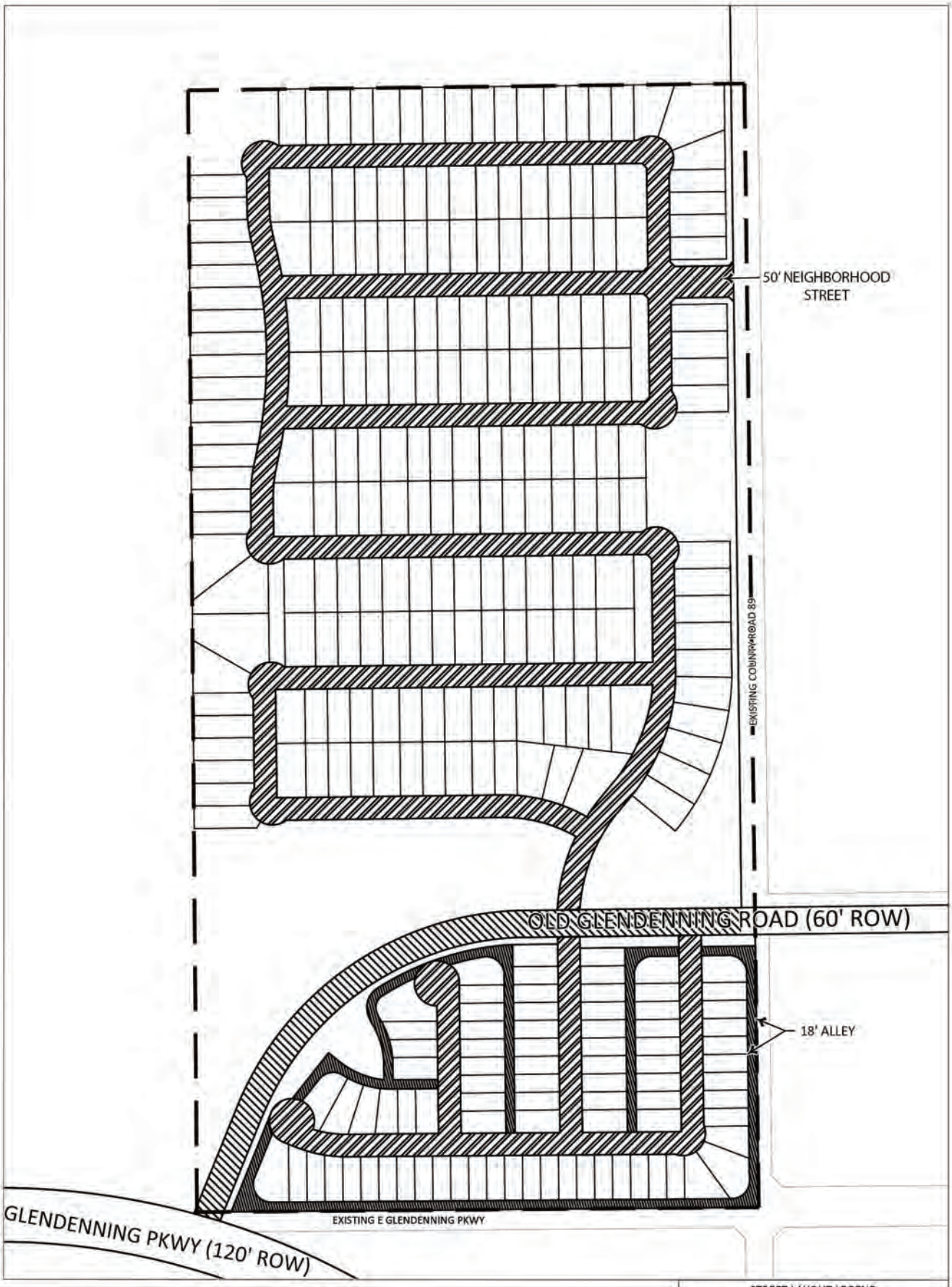
2150 South Central Expressway
Suite 200, McKinney, Texas 75070
P 214.620.2741

0 100' 200'

CITY OF CELINA, COLLIN COUNTY, TEXAS

DRWN BY:	AH
CHKD BY:	TM
DATE	6/30/20
PROJECT NUMBER	NT960-0

implied, concerning the actual design, accuracy, location, and character of the facilities shown on this exhibit are intended.



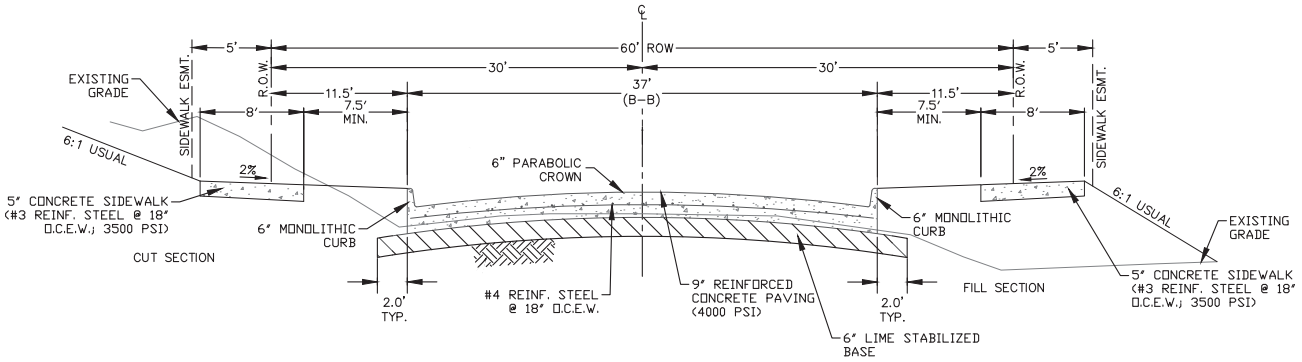
STREET LAYOUT LEGEND

- GLENDENNING PARKWAY
- NEIGHBORHOOD STREET
- ALLEY

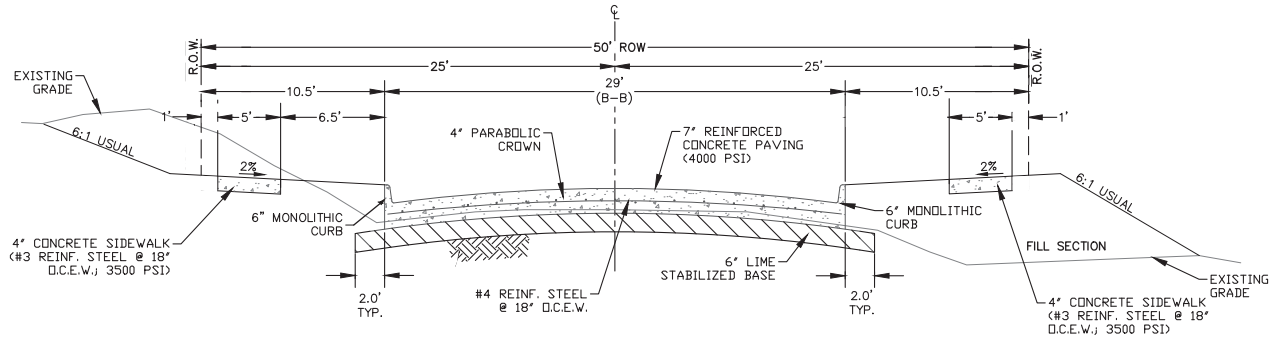
HILLSIDE VILLAGE

Exhibit E: Onsite Public Improvements
Street Sections

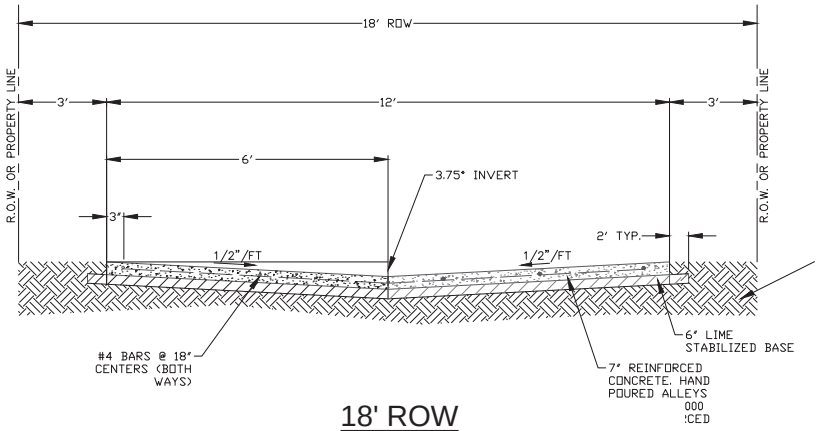
CITY OF CELINA, COLLIN COUNTY, TEXAS



60' ROW
OLD GLENDENNING ROAD
37' B-B
N.T.S.



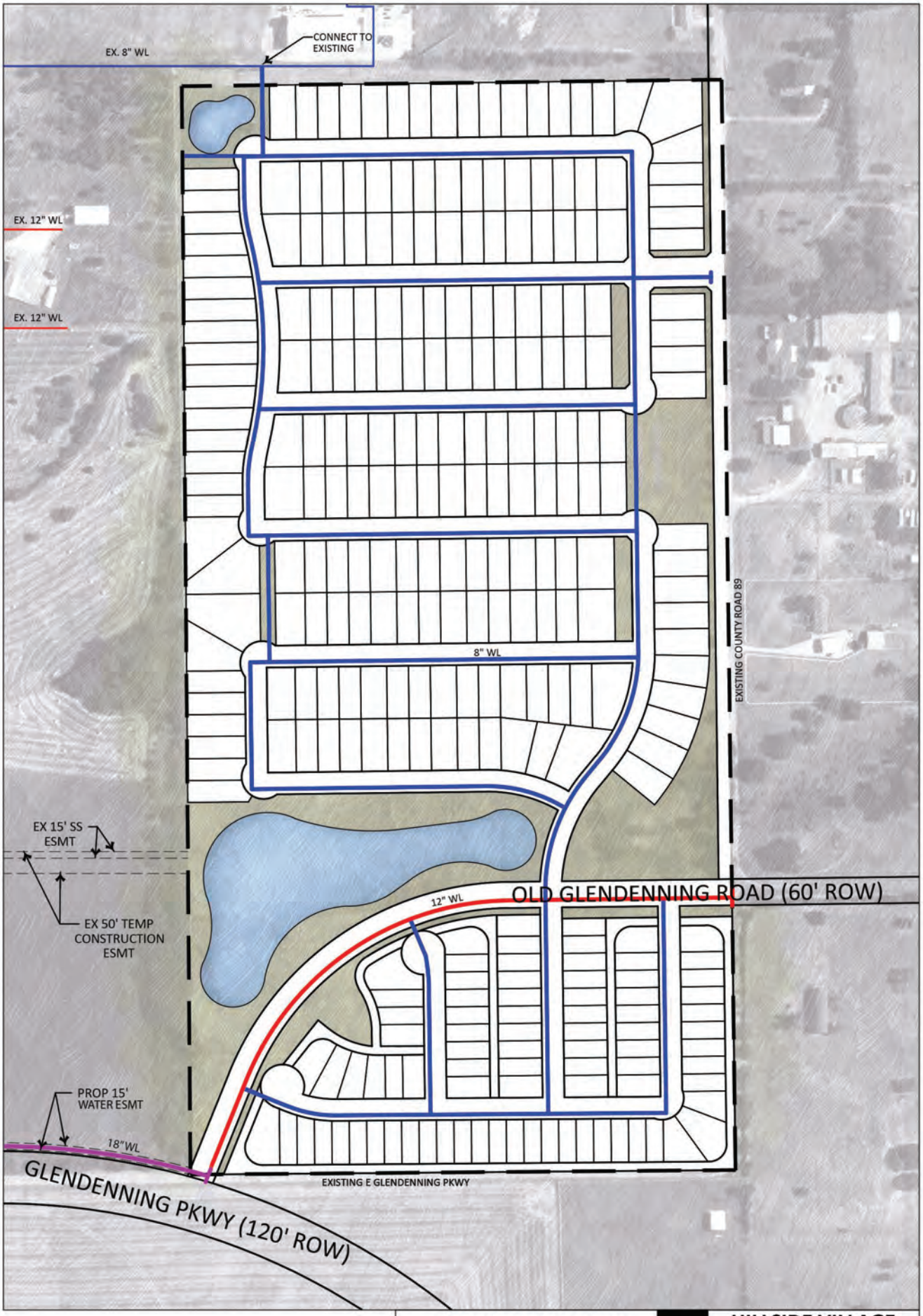
50' ROW
NEIGHBORHOOD STREET SECTION
29' B-B
N.T.S.



18' ROW
TYPICAL ALLEY SECTION
12' E-E
N.T.S.

HILLSIDE VILLAGE
Exhibit E: Onsite Public Improvemer
Street Sections
STREET DETAILS
CITY OF CELINA, COLLIN COUNTY, TEXAS

Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)



WATER LINE DIAMETER	
	8"
	12"
	18"

HILLSIDE VILLAGE

Exhibit E: Onsite Public Improvements Water Distribution

Planning & Landscape Architecture

DRWN BY:	AH
CHKD BY:	TM
DATE	6/30/2021
PROJECT NUMBER	M7960-0058

CITY OF CELINA, COLLIN COUNTY, TEXAS

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SANITARY SEWER DIAMETER	
	6"
	8"

HILLSIDE VILLAGE
Exhibit E: Onsite Public Improvements
Sanitary Sewer

Planning & Landscape Architecture

DRWN BY:	AH
CHKD BY:	TM
DATE	6/30/2021
PROJECT NUMBER	M7960-0058

CITY OF CELINA, COLLIN COUNTY, TEXAS

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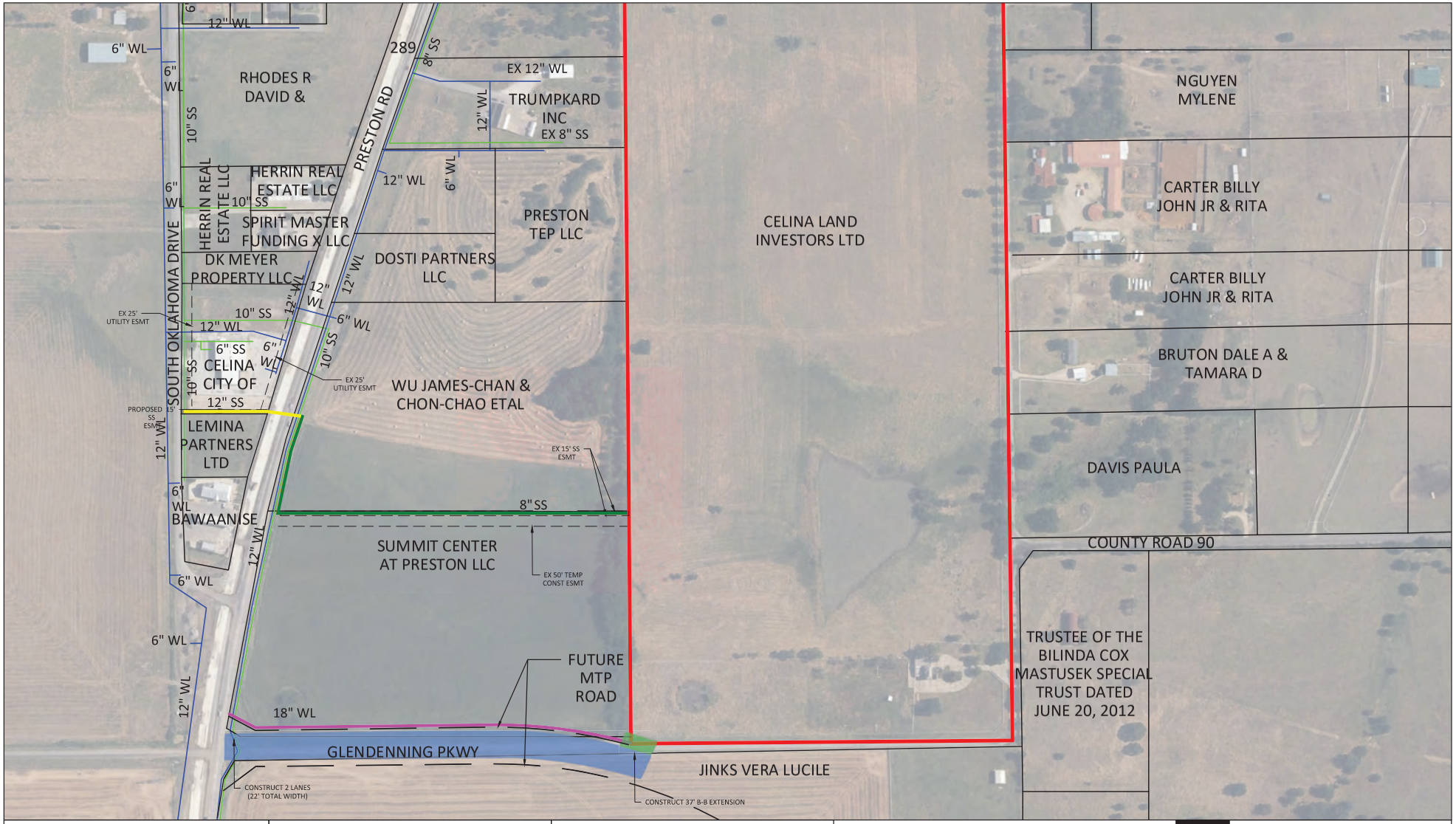

LEGEND	
	HILLSIDE VILLAGE
	PARCEL
	18" PROPOSED WATER LINE
	WATER LINE

LEGEND	
	EXISTING SEWER LINE
	8" PROPOSED SEWER LINE
	12" PROPOSED SEWER LINE

LEGEND	
	120' ROW IMPROVEMENTS
	60' ROW IMPROVEMENTS

HILLSIDE VILLAGE

Exhibit F: Offsite Public Improvements

Planning & Landscape Architecture

0 300 600

CITY OF CELINA, COLLIN COUNTY, TEXAS

DRWN BY:	AH
CHKD BY:	TM
DATE	7/2/2021
PROJECT NUMBER	NT960-0058

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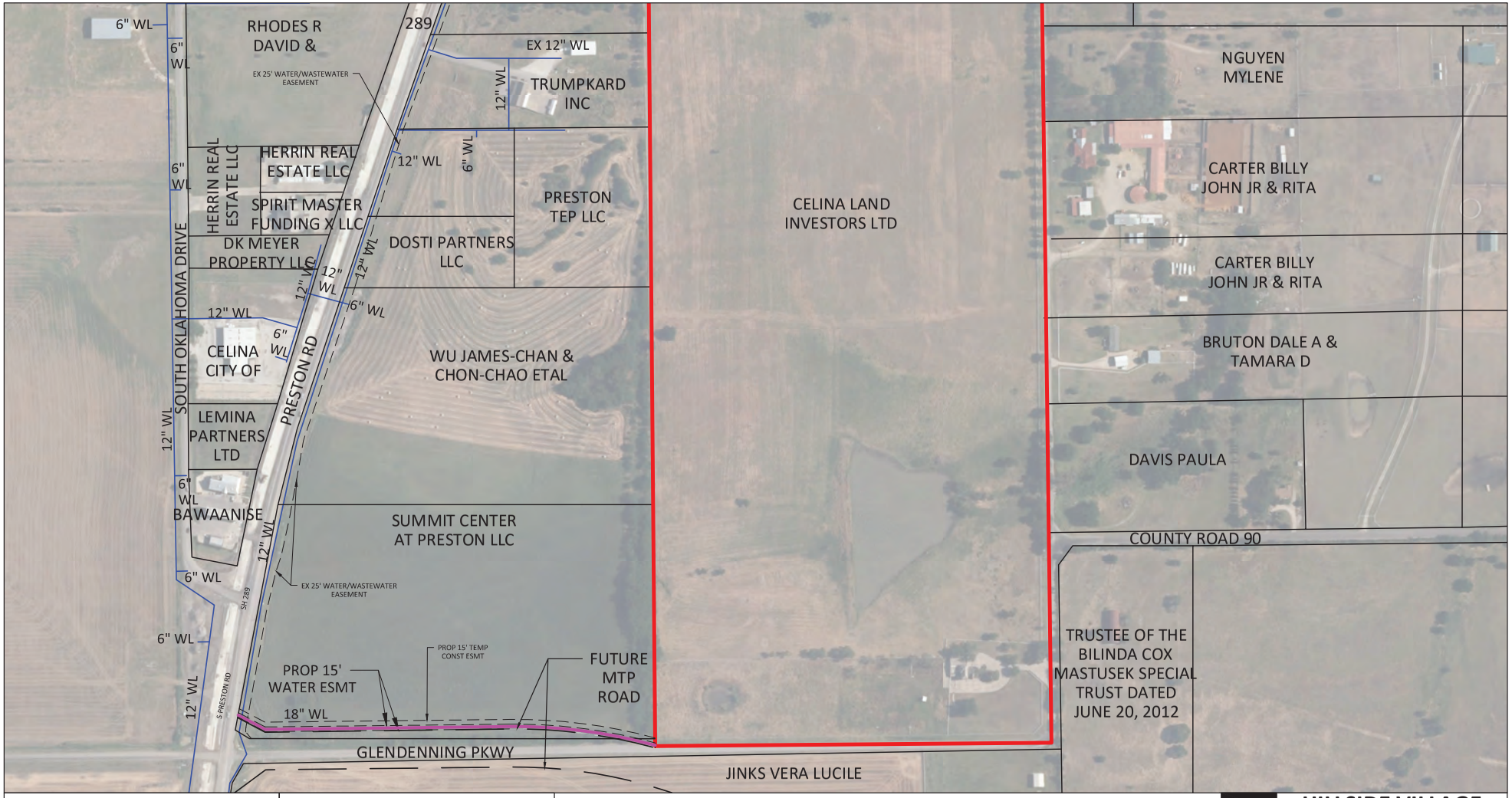

LEGEND	
HILLSIDE VILLAGE	
PARCEL	
WATER LINE	

LEGEND	
18 " WATER LINE	
EASEMENT LINE	

HILLSIDE VILLAGE

Exhibit F: Offsite Public Improvements
Water Distribution

Planning & Landscape Architecture

0 300 600

CITY OF CELINA, COLLIN COUNTY, TEXAS

DRWN BY:	AH
CHKD BY:	TM
DATE	6/30/2021
PROJECT NUMBER	N1960-0058

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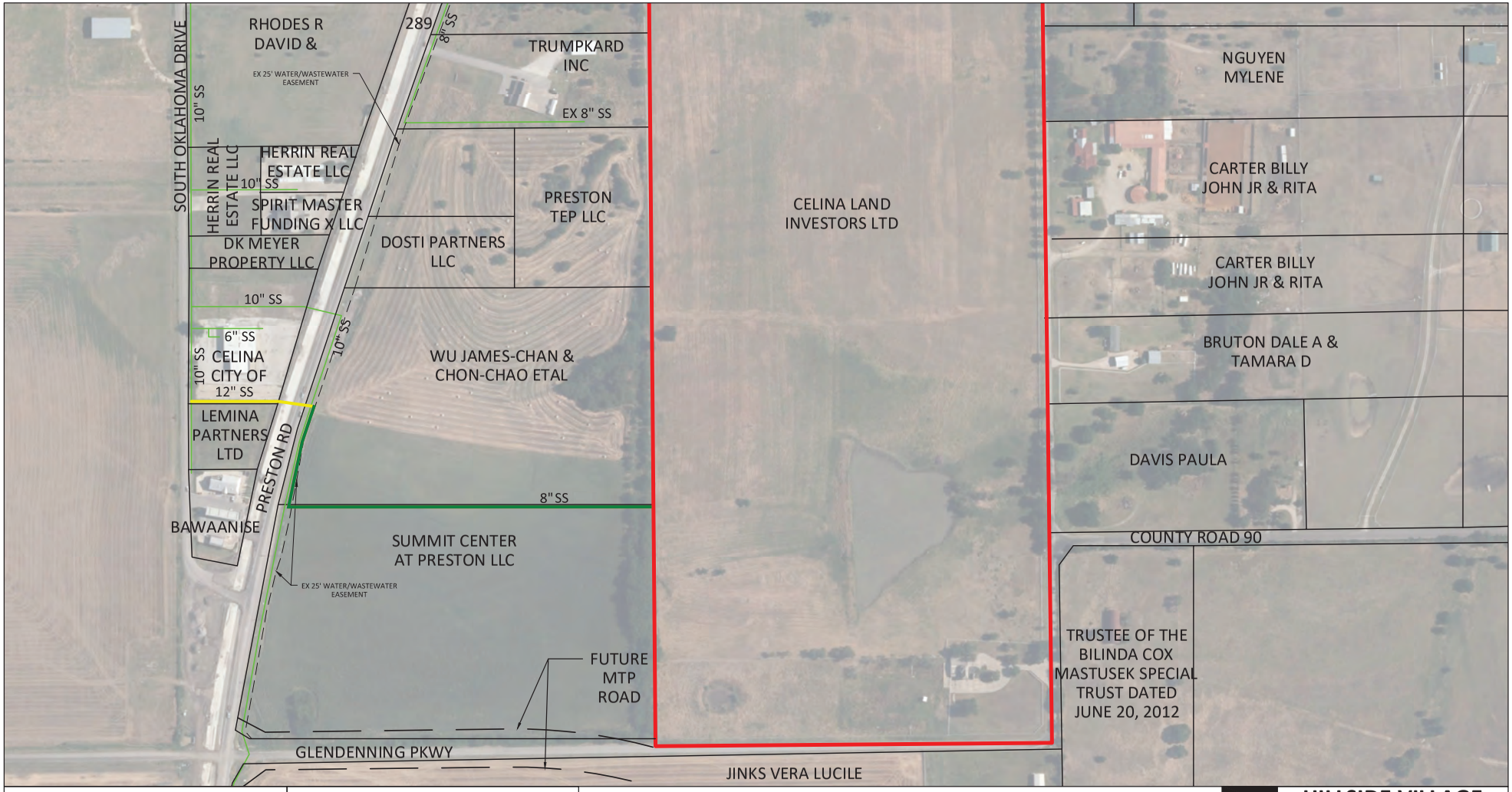

LEGEND	
	HILLSIDE VILLAGE
	PARCEL
	EXISTING SEWER LINE
	PROPOSED EASEMENT
	EASEMENT LINE

LEGEND	
	8" PROPOSED SEWER LINE
	12" PROPOSED SEWER LINE

HILLSIDE VILLAGE

Exhibit F: Offsite Public Improvements
Sanitary Sewer

Planning & Landscape Architecture
Land Development Planning
Land Use Feasibility Studies
Sustainable Design
Urban Design
Landscape Architecture
3100 South Central Expressway
Suite 100, McKinney, Texas 75070
P 214.872.3741

0 300' 600'

DRWN BY:	AH
CHKD BY:	TM
DATE	7/2/2021
PROJECT NUMBER	N19600058

CITY OF CELINA, COLLIN COUNTY, TEXAS

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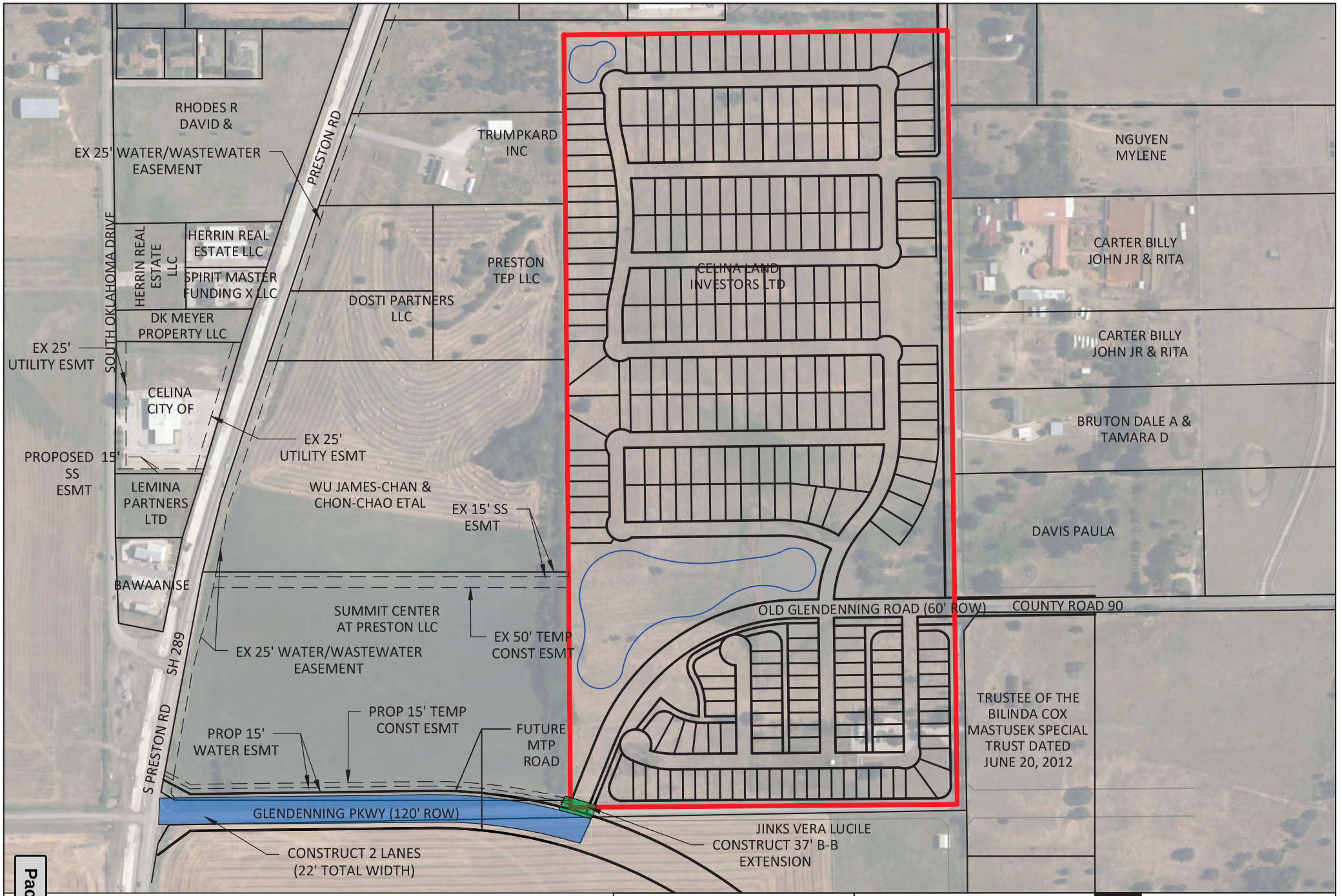

LEGEND	
120' ROW IMPROVEMENTS	
60' ROW IMPROVEMENTS	

LEGEND	
	HILLSIDE VILLAGE
	PARCEL
	EASEMENT LINE

HILLSIDE VILLAGE

Exhibit H: Glendenning Parkway Improvements

Planning & Landscape Architecture

CITY OF CELINA, COLLIN COUNTY, TEXAS

DRWN BY:
CHKD BY:
DATE
PROJECT NUMBER

Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)

APPENDIX E
HOMEBUYER DISCLOSURE

Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)

AFTER RECORDING RETURN TO:

_____
_____
_____
_____
_____][1]

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF CELINA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

LOT TYPE _____ PRINCIPAL ASSESSMENT: $_____

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Celina, Texas (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Hillside Village Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)

The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)

APPENDIX F
ASSESSMENT PER UNIT, PROJECTED LEVERAGE AND PROJECTED TAX RATE EQUIVALENTS

Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)

Appendix F

For purposes of calculating and allocating the Assessments, the Assessed Property has been classified in one of three Lot Types.

"Lot Type 1" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 60 feet.

"Lot Type 2" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 50 feet.

"Lot Type 3" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 40 feet.

A) Proposed Development

Table F-1 shows the proposed residential units to be developed within the PID.

Table F-1
Proposed Development within the PID

Description	Proposed Development	
60 Ft Lot	73	Units
50 Ft Lot	133	Units
40 Ft Lot	83	Units
Total	**289**	**Units**

B) Calculation of Equivalent Units

As explained under Section IV, for purpose of this Service and Assessment Plan, the City Council has determined that the Budgeted Costs of the Authorized Improvements to be financed with the PID Bonds shall be allocated to the Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units.

For purposes of this Plan, the City Council has determined that the Assessments shall be allocated to the Assessed Property on the basis of the average home value of each Lot Type, and that such method of allocation will result in the imposition of equal shares of the Assessments on Parcels similarly benefited. In determining the average home value of each Lot Type, the City Council has taken into consideration (i) the type of lots (i.e., 60 Ft lots, 50 Ft lots, 40 Ft lots, etc.); (ii) current and projected home prices; (iii) the costs of the Authorized Improvements, and (iv) the ability of different property types to utilize and benefit from the Authorized Improvements.

Having taken into consideration the matters described above, the City Council has determined that allocating the Assessments among Parcels based on average home value is best accomplished by creating classifications of benefited Parcels based on the "Lot Types" defined above. These classifications (from Lot Type 1 (60 Ft Lots) representing the highest value to Lot Type 3 (40 Ft

Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)

Lot) representing the lowest value for residential lots are set forth in Table F-2 below. Assessments are allocated to each Lot Type on the basis of the average home value for each class of lots. This is accomplished by giving each Lot Type an Equivalent Unit factor. Equivalent Units are the ratio of the average value of lots within each assessment class, setting the Equivalent Unit factor for Lot Type 1 (60 Ft Lots) to 1.0.

Table F-2
Equivalent Unit Factors

Lot Type	Estimated Average Value	Equivalent Unit Factor	
60 Ft Lot	$532,500	1.00	Per dwelling unit
50 Ft Lot	$443,750	0.83	Per dwelling unit
40 Ft Lot	$355,000	0.67	Per dwelling unit

The total Equivalent Units for the PID are shown in Table F-3 below as calculated based on the Equivalent Unit factors shown above in Table F-2, estimated Lot Types and number of units estimated to be built within the PID.

Table F-3
Equivalent Units- PID

Description	Planned No. of Units	Equivalent Unit Factor	Total Equivalent Units
60 Ft Lot	73	1.00	73.00
50 Ft Lot	133	0.83	110.83
40 Ft Lot	83	0.67	55.33
Total	**289**		**239.17**

C) Allocation of Assessments to Lots within the PID

The total amount of the PID Bonds, which represents the total Assessment to be allocated on all Parcels within the PID, is $8,300,000. As shown in Table F-3, there are a total of 239.17 Equivalent Units, resulting in an Assessment per Equivalent Unit of $8,300,000 (i.e., $8,300,000 ÷ 239.17 =$34,703.83).

Table F-4 on the following page sets forth the Assessment per dwelling unit within the PID.

Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)

Table F-4
Assessment Per Unit – PID

Description	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit		Total Assessments
60 Ft Lot	73	$34,703.83	1.00	$34,703.83	Per dwelling unit	$2,533,380
50 Ft Lot	133	$34,703.83	0.83	$28,919.86	Per dwelling unit	$3,846,341
40 Ft Lot	83	$34,703.83	0.67	$23,135.89	Per dwelling unit	$1,920,279
Total	**289**					**$8,300,000**

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table F-5 below.

Table F-5
Projected Leverage – PID

Description	Planned No. of Units/1,000 GSF	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit[1]	Leverage (Lot Value)	Leverage (Home Value)
60 Ft Lot	73	$106,500	$532,500	$34,704	3.07	15.34
50 Ft Lot	133	$88,750	$443,750	$28,920	3.07	15.34
40 Ft Lot	83	$71,000	$355,000	$23,136	3.07	15.34

[1]Amounts are rounded to the nearest dollar amount.

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table F-6 below.

Table F-6
Estimated Tax Rate Equivalent per unit – PID

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
60 Ft Lot	73	$106,500	$532,500	$2,444	$2.29	$0.46
50 Ft Lot	133	$88,750	$443,750	$2,036	$2.29	$0.46
40 Ft Lot	83	$71,000	$355,000	$1,629	$2.29	$0.46

The Assessment and Annual Installments for each Parcel or Lot located within the PID is shown on the Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)

APPENDIX G
PROPOSED ASSESSMENT ROLL

Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)

Appendix G-1
Proposed Assessment Roll

Parcel	**All Parcels**
Equivalent Units	**239.17**
Assessment	**$8,300,000**

Year	Principal	Interest[1]	Administrative Expenses[2]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
2022	$0	$223,063	$0	$0	($223,063)	$0
2023	$135,000	$373,500	$35,700	$41,500	$0	$585,700
2024	$140,000	$367,425	$36,414	$40,825	$0	$584,664
2025	$145,000	$361,125	$37,142	$40,125	$0	$583,392
2026	$150,000	$354,600	$37,885	$39,400	$0	$581,885
2027	$160,000	$347,850	$38,643	$38,650	$0	$585,143
2028	$165,000	$340,650	$39,416	$37,850	$0	$582,916
2029	$175,000	$333,225	$40,204	$37,025	$0	$585,454
2030	$180,000	$325,350	$41,008	$36,150	$0	$582,508
2031	$190,000	$317,250	$41,828	$35,250	$0	$584,328
2032	$200,000	$308,700	$42,665	$34,300	$0	$585,665
2033	$210,000	$299,700	$43,518	$33,300	$0	$586,518
2034	$215,000	$290,250	$44,388	$32,250	$0	$581,888
2035	$230,000	$280,575	$45,276	$31,175	$0	$587,026
2036	$240,000	$270,225	$46,182	$30,025	$0	$586,432
2037	$250,000	$259,425	$47,105	$28,825	$0	$585,355
2038	$260,000	$248,175	$48,047	$27,575	$0	$583,797
2039	$275,000	$236,475	$49,008	$26,275	$0	$586,758
2040	$285,000	$224,100	$49,989	$24,900	$0	$583,989
2041	$300,000	$211,275	$50,988	$23,475	$0	$585,738
2042	$315,000	$197,775	$52,008	$21,975	$0	$586,758
2043	$325,000	$183,600	$53,048	$20,400	$0	$582,048
2044	$340,000	$168,975	$54,109	$18,775	$0	$581,859
2045	$360,000	$153,675	$55,191	$17,075	$0	$585,941
2046	$375,000	$137,475	$56,295	$15,275	$0	$584,045
2047	$395,000	$120,600	$57,421	$13,400	$0	$586,421
2048	$410,000	$102,825	$58,570	$11,425	$0	$582,820
2049	$430,000	$84,375	$59,741	$9,375	$0	$583,491
2050	$450,000	$65,025	$60,936	$7,225	$0	$583,186
2051	$475,000	$44,775	$62,155	$4,975	$0	$586,905
2052	$520,000	$23,400	$63,398	$2,600	$0	$609,398
Total	**$8,300,000**	**$7,255,438**	**$1,448,280**	**$781,375**	**($223,063)**	**$17,562,030**

[1]Annual Installments are calculated assuming an estimated 4.5% interest rate on the PID Bonds and will be updated at the time of bond issuance.
[2]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)

Appendix G-2
Proposed Assessment Roll by Lot Type

Parcel	**Lot Type 1 (60 Ft)**
Equivalent Units	**1.00**
Assessment	**$34,704**

Year	Principal	Interest[1]	Administrative Expenses[2]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
2022	$0	$933	$0	$0	($933)	$0
2023	$564	$1,562	$149	$174	$0	$2,449
2024	$585	$1,536	$152	$171	$0	$2,445
2025	$606	$1,510	$155	$168	$0	$2,439
2026	$627	$1,483	$158	$165	$0	$2,433
2027	$669	$1,454	$162	$162	$0	$2,447
2028	$690	$1,424	$165	$158	$0	$2,437
2029	$732	$1,393	$168	$155	$0	$2,448
2030	$753	$1,360	$171	$151	$0	$2,436
2031	$794	$1,326	$175	$147	$0	$2,443
2032	$836	$1,291	$178	$143	$0	$2,449
2033	$878	$1,253	$182	$139	$0	$2,452
2034	$899	$1,214	$186	$135	$0	$2,433
2035	$962	$1,173	$189	$130	$0	$2,454
2036	$1,003	$1,130	$193	$126	$0	$2,452
2037	$1,045	$1,085	$197	$121	$0	$2,447
2038	$1,087	$1,038	$201	$115	$0	$2,441
2039	$1,150	$989	$205	$110	$0	$2,453
2040	$1,192	$937	$209	$104	$0	$2,442
2041	$1,254	$883	$213	$98	$0	$2,449
2042	$1,317	$827	$217	$92	$0	$2,453
2043	$1,359	$768	$222	$85	$0	$2,434
2044	$1,422	$707	$226	$79	$0	$2,433
2045	$1,505	$643	$231	$71	$0	$2,450
2046	$1,568	$575	$235	$64	$0	$2,442
2047	$1,652	$504	$240	$56	$0	$2,452
2048	$1,714	$430	$245	$48	$0	$2,437
2049	$1,798	$353	$250	$39	$0	$2,440
2050	$1,882	$272	$255	$30	$0	$2,438
2051	$1,986	$187	$260	$21	$0	$2,454
2052	$2,174	$98	$265	$11	$0	$2,548
Total	**$34,704**	**$30,336**	**$6,056**	**$3,267**	**($933)**	**$73,430**

[1]Annual Installments are calculated assuming an estimated 4.5% interest rate on the PID Bonds and will be updated at the time of bond issuance.
[2]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)

Appendix G-3
Proposed Assessment Roll by Lot Type

Parcel	**Lot Type 2 (50 Ft)**
Equivalent Units	**0.83**
Assessment	**$28,920**

Year	Principal	Interest[1]	Administrative Expenses[2]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
2022	$0	$777	$0	$0	($777)	$0
2023	$470	$1,301	$124	$145	$0	$2,041
2024	$488	$1,280	$127	$142	$0	$2,037
2025	$505	$1,258	$129	$140	$0	$2,033
2026	$523	$1,236	$132	$137	$0	$2,027
2027	$557	$1,212	$135	$135	$0	$2,039
2028	$575	$1,187	$137	$132	$0	$2,031
2029	$610	$1,161	$140	$129	$0	$2,040
2030	$627	$1,134	$143	$126	$0	$2,030
2031	$662	$1,105	$146	$123	$0	$2,036
2032	$697	$1,076	$149	$120	$0	$2,041
2033	$732	$1,044	$152	$116	$0	$2,044
2034	$749	$1,011	$155	$112	$0	$2,027
2035	$801	$978	$158	$109	$0	$2,045
2036	$836	$942	$161	$105	$0	$2,043
2037	$871	$904	$164	$100	$0	$2,040
2038	$906	$865	$167	$96	$0	$2,034
2039	$958	$824	$171	$92	$0	$2,044
2040	$993	$781	$174	$87	$0	$2,035
2041	$1,045	$736	$178	$82	$0	$2,041
2042	$1,098	$689	$181	$77	$0	$2,044
2043	$1,132	$640	$185	$71	$0	$2,028
2044	$1,185	$589	$189	$65	$0	$2,027
2045	$1,254	$535	$192	$59	$0	$2,042
2046	$1,307	$479	$196	$53	$0	$2,035
2047	$1,376	$420	$200	$47	$0	$2,043
2048	$1,429	$358	$204	$40	$0	$2,031
2049	$1,498	$294	$208	$33	$0	$2,033
2050	$1,568	$227	$212	$25	$0	$2,032
2051	$1,655	$156	$217	$17	$0	$2,045
2052	$1,812	$82	$221	$9	$0	$2,123
Total	**$28,920**	**$25,280**	**$5,046**	**$2,723**	**($777)**	**$61,192**

[1]Annual Installments are calculated assuming an estimated 4.5% interest rate on the PID Bonds and will be updated at the time of bond issuance.
[2]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)

Appendix G-4
Proposed Assessment Roll by Lot Type

Parcel	**Lot Type 3 (40 Ft)**
Equivalent Units	**0.67**
Assessment	**$23,136**

Year	Principal	Interest[1]	Administrative Expenses[2]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
2022	$0	$622	$0	$0	($622)	$0
2023	$376	$1,041	$100	$116	$0	$1,633
2024	$390	$1,024	$102	$114	$0	$1,630
2025	$404	$1,007	$104	$112	$0	$1,626
2026	$418	$988	$106	$110	$0	$1,622
2027	$446	$970	$108	$108	$0	$1,631
2028	$460	$950	$110	$106	$0	$1,625
2029	$488	$929	$112	$103	$0	$1,632
2030	$502	$907	$114	$101	$0	$1,624
2031	$530	$884	$117	$98	$0	$1,629
2032	$557	$860	$119	$96	$0	$1,633
2033	$585	$835	$121	$93	$0	$1,635
2034	$599	$809	$124	$90	$0	$1,622
2035	$641	$782	$126	$87	$0	$1,636
2036	$669	$753	$129	$84	$0	$1,635
2037	$697	$723	$131	$80	$0	$1,632
2038	$725	$692	$134	$77	$0	$1,627
2039	$767	$659	$137	$73	$0	$1,636
2040	$794	$625	$139	$69	$0	$1,628
2041	$836	$589	$142	$65	$0	$1,633
2042	$878	$551	$145	$61	$0	$1,636
2043	$906	$512	$148	$57	$0	$1,622
2044	$948	$471	$151	$52	$0	$1,622
2045	$1,003	$428	$154	$48	$0	$1,633
2046	$1,045	$383	$157	$43	$0	$1,628
2047	$1,101	$336	$160	$37	$0	$1,635
2048	$1,143	$287	$163	$32	$0	$1,625
2049	$1,199	$235	$167	$26	$0	$1,626
2050	$1,254	$181	$170	$20	$0	$1,626
2051	$1,324	$125	$173	$14	$0	$1,636
2052	$1,449	$65	$177	$7	$0	$1,699
Total	**$23,136**	**$20,224**	**$4,037**	**$2,178**	**($622)**	**$48,953**

[1]Annual Installments are calculated assuming an estimated 4.5% interest rate on the PID Bonds and will be updated at the time of bond issuance.
[2]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Resolution (Hillside Village PID Pre-SAP – Resolution)