



**NOTICE OF
CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS 112 N. COLORADO ST., CELINA, TX 75009
TUESDAY, OCTOBER 10, 2017 AT 5:10 PM**

AGENDA

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

- A. Celina Fire Department-Hurricane Harvey Victims Assistance
- B. New employee introductions and promotions. (Johnson)(Griggs)
- C. Discussion regarding an update to the sex offender ordinance and alarm ordinance. (Griggs)
- D. Discussion regarding any and/or all agenda items.

III. EXECUTIVE SESSION:

The Celina City Council will convene into Executive Session pursuant to Texas Government Code 551.087, Deliberation Regarding Economic Development Negotiation, Texas Government Code 551.072, Deliberations Regarding Real Property, to deliberate the purchase, exchange, lease or value of real property; Texas Government Code 551.074, Personnel Matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee

and 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.

- A. Potential business negotiations (Howard)
- B. Discussion regarding annexations listed on October 10, 2017 Special City Council 5:05 p.m. meeting agenda
- C. Communications Tower Group, LLC v. City of Celina, Texas
- D. Possible acquisition of real estate for parks and city facilities
- E. Director of Planning and Development Services

Reconvene Into Open Session

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

IV. PLEDGE OF ALLEGIANCE/INVOCATION:

V. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

- A. National Community Planning Month
- B. Clothe a Child Proclamation

VI. OPEN FORUM:

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

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

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

A. Minutes Approval:

- 1. City Council - Regular Meeting - Sep 12, 2017 5:00 PM

- B. Consider and act upon a resolution setting a date, time, and place (Tuesday, November 14, 2017 at 5:00 p.m. and Tuesday, November 14, 2017 at 5:05 p.m.) at 112 N. Colorado St., Celina, TX 75009, for public hearings on the proposed annexation on an approximately 53.154 acre tract of land situated in the I.C. Williams Survey, Abstract No. 943, Collin County, Texas, and an approximately 10 acre tract of land situated in the I.C. Williams Survey, Abstract No. 943, both properties are generally located north of CR 51, east of Dallas Parkway, west of Preston Road, and south of FM 428 (Glendenning Parkway) (Dickerson Annexation) (Rodriguez)
- C. Consider and act upon appointments to city boards, commissions and development corporations. (Faulkner)
- D. Consider and act upon a Chapter 380 grant agreement by and among the City of Celina, Texas and Highland Homes-Dallas, LLC and Horizon Homes, LLC acting by and through their respective authorized officers and representatives. (Toutounchian)
- E. Consider and act upon a resolution of the City Council of the City of Celina, Collin County, Texas, casting ballots for the board of directors for the Central Appraisal District of Collin County in accordance with Section 6.03 (G) of the State Property Tax Code. (Terry)
- F. Consider and act upon a Construction Plat for Light Farms Sweetwater, being a ±38.40 acre tract of land situated in the John Ragsdale Survey, Abstract No. 734, Collin County, Texas, generally located west and north of Light Farms Way, east of Dallas Parkway, and south of CR 51, containing 179 residential lots and 5 open space lots. (Light Farms Sweetwater Construction Plat) (Rodriguez)

- G. Consider and act upon a Final Plat for Wellspring Phase 1, being a ±43.710 acre tract of land situated in the Coleman Watson Survey, Abstract No. 945, City of Celina, Collin County, Texas, generally located north of Frontier Parkway, west of FM 2478, east of CR 84, and south of Choate Parkway, containing 129 residential lots and 4 HOA lots. (Wellspring Phase 1 Final Plat) (Rodriguez)
- H. Consider and act upon a proposed amendment to the Code of Ordinances, Chapter 4: Business Regulations; Article 4.07, Alarm Systems, to amend the City's Alarm ordinance. (Griggs)
- I. Consider and act to authorize the City Manager to execute a contract between the City of Celina and Public Safety Corporation on a revenue percentage sharing basis for false alarm tracking and billing services. (Griggs)

VIII. PUBLIC HEARING/ACTION:

- A. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance amending the City's Code of Ordinances, the City's Comprehensive Plan, Ordinance 2013-06; to amend the City's Master Thoroughfare and Master Land Use Plan documents and exhibits. (Comprehensive Plan Amendment) (Rodriguez)
- B. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance amending the City's Code of Ordinances, Chapter 14: Zoning, Article 14.04: Use Regulations, Section 14.04.003 Communication Antennas and Support Structures. (Communications Towers) (Rodriguez)
- C. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance amending the City's Code of Ordinances, Chapter 14: Zoning; Article 14.01 General Provisions; to add Section 14.01.008 Governmental Agency Design Standards. (Governmental Agency Design Standards-Zoning) (Rodriguez)
- D. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance amending the City's Code of Ordinances, Chapter 10: Subdivision Regulations; Article 10.03 Subdivision Ordinance; Division 1. Generally; to add Section 10.03.010 Governmental Agency Design Standards. (Governmental Agency Design Standards-Subdivision) (Rodriguez)
- E. The Celina City Council will conduct a public hearing to consider testimony and act upon a resolution of the City Council of the City of Celina, Texas, hereby authorizing the Mayor Pro Tem to execute a development agreement by and between the City of Celina and CADG Celina 156, LLC. The property is ±97 acres situated in the in the George W. Eastes Survey, Abstract Number 299, the William W. Shawver Survey, Abstract Number 810, the William B. Tucker Survey, Abstract Number 912, and the Wade H. Rattan Survey, Abstract Number 753, City of Celina, Collin County, Texas and is generally located south of Highway 102, north of Highway 105, east of Preston Road, and west of Highway 132. (Chalk Hill Development Agreement) (DeBuff)

- F. The Celina City Council will conduct a public hearing to consider testimony and act upon a resolution of the City Council of the City of Celina, Texas, hereby authorizing the Mayor Pro Tem to execute a development agreement by and between the City of Celina and CADG Celina Outer Loop, LLC. The property is ±48.784 acres situated in the John Ragsdale Survey, Abstract No.734, City of Celina, Collin County, Texas and being a portion of those tracts of land conveyed to Lucas Celina 209,LTD, Collin County, Texas, and is generally located south of County Road 51, north of Punk Carter Parkway, east of Dallas Parkway, and west of Light Farms Way. (The Columns Development Agreement) (DeBuff)
- G. The Celina City Council will conduct a public hearing to consider testimony and take action upon a resolution authorizing and creating the Chalk Hill Public Improvement District (PID) in accordance with Chapter 372 of the Texas Local Government Code; a ±97 acre tract of land generally located east of Preston Road, north of County Road 105, and south of County Road 102. (Chalk Hill) (DeBuff)

IX. ACTION ITEM:

- A. Consider and act upon an Ordinance amending the City's Code of Ordinances, Appendix A, Fee Schedule. (Rodriguez)
- B. Consider and act to authorize the City Manager to negotiate and execute a Professional Services Agreement for Building Inspection and Plan Review with Bureau Veritas North America, Inc. (Building Inspection and Plan Review Services) (DeBuff)
- C. Consider and act upon a resolution setting a public hearing on November 14, 2017 at 5:00 p.m. under section 311.003 of the Texas Tax Code for the creation of a Tax Increment Reinvestment Zone within the City of Celina, Texas for The Columns, Being a ±48.784 acre tract of land generally located east of Dallas Parkway and south of County Road 51. (The Columns) (DeBuff)
- D. Consider and act upon a resolution of the City Council of Celina, Texas, setting a public hearing under sec. 372.009 of the Texas Local Government Code for the creation of The Columns Public Improvement District within the City of Celina, Texas; and authorizing the issuance of notice by the City Secretary of Celina, Texas regarding the public hearing. (The Columns) (DeBuff)
- E. Consider and act upon a resolution setting a public hearing on November 14, 2017 at 5:00 p.m. under section 311.003 of the Texas Tax Code for the creation of a Tax Increment Reinvestment Zone within the City of Celina, Texas for Chalk Hill, Being a ±97 acre tract of land generally located north of County Road 105, east of Preston Road, south of County Road 102. (Chalk Hill) (DeBuff)
- F. Consider and act upon an ordinance approving the Ownsby Farms Tax Increment Reinvestment Zone Number Seven, City of Celina, Texas Final Project and Finance Plan. (Ownsby Farms) (DeBuff)
- G. Consider and act upon an ordinance approving the Sutton Fields Tax Increment Reinvestment Zone Number Eight, City of Celina, Texas and Final Project and Finance Plan. (Sutton Fields) (DeBuff)

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 Faulkner, TRMC
City Secretary, City of Celina, TX

Date Notice Removed



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Robyn Miga, Planner
CC: Jason Laumer, City Manager
Date: October 10, 2017
Re: National Planning Month Proclamation

Action Requested:

National Community Planning Month

Background Information:

Each year APA, its members, chapters, divisions, and professional institutes sponsor National Community Planning Month to raise the visibility and awareness of the important role of planners and planning in communities across the U.S.

The event gives us the opportunity to publicly recognize the participation of City Staff and the individuals that volunteer their time serving on planning boards and commissions for the City, including the Planning and Zoning Commission, Zoning Board of Adjustments, Historic Preservation Commission, The Building and Standards Commission, The Parks and Recreation Board, Main Street Advisory Board, and City Council.

Thank you all for your service and the time you dedicate to the City of Celina.

Board Review/Citizen Input:

n/a

Alternatives:

n/a

Financial Considerations:

n/a

Legal Review:

n/a

Supporting Documents:

Proclamation

Staff Recommendation:

Staff recommends approval as presented.

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and

WHEREAS, The American Planning Association and its professional institute, the American Institute of Certified Planners, endorse National Community Planning Month as an opportunity to highlight the contributions sound planning and plan implementation make to the quality of our settlements and environment; and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of the City of Celina; and

WHEREAS, we recognize the many valuable contributions made by professional community and regional planners of the City of Celina and extend our heartfelt thanks for the continued commitment to public service by these professionals;

NOW, THEREFORE, BE IT RESOLVED THAT, the month of October 2017 is hereby designated as **Community Planning Month** in the City of Celina in conjunction with the celebration of National Community Planning Month.

Adopted this _____ Day of _____, 2017.

Chief Elected Official (SEAL)

Clerk



**NOTICE OF
CITY COUNCIL REGULAR MEETING
CITY COUNCIL CHAMBERS 112 N. COLORADO ST, CELINA, TX 75009
TUESDAY, SEPTEMBER 12, 2017 AT 5:00 PM**

MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Mayor Terry called the meeting to order at 5:02 p.m.

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

II. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Glendenning Parkway presentation. (Liebman)

Mayor Terry presented the Glendenning family with a street sign bearing the name of Glendenning Parkway.

B. Introduction for two new building inspectors. (Liebman)

Director of Planning and Development Services Helen-Eve Liebman introduced new inspectors Johnny Williamson and Chris Lanzi.

C. Discussion regarding communications tower aesthetics & locations. (Liebman)

General discussion took place.

D. Discussion regarding annual Service and Assessment Plan updates. (Toutouchian)

Director of Finance Jay Toutouchian explained the update requirements.

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

Director of Finance Jay Toutouchian presented the 2017-2018 Budget. Lauren Parker with Pat and Emmitt Smith Charities requested an alcohol variance for their event. Councilwoman Koehne asked that they add the city to their insurance as an additional insured.

III. EXECUTIVE SESSION:

The City Council adjourned into Executive Session at 5:36 p.m. with City Attorney Lance Vanzant and City Manager Jason Laumer.

Minutes Acceptance: Minutes of Sep 12, 2017 5:00 PM (Minutes Approval)

The Celina City Council will convene into Executive Session pursuant to Texas Government Code 551.087, Deliberation Regarding Economic Development Negotiation, and

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.

- A. Potential business negotiations. (Howard)
- B. Marilee Special Utility District Agreement. (Laumer)

Reconvene Into Open Session:

The City Council reconvened into open session at 6:17 p.m.

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

No action was taken out of executive session.

IV. PLEDGE OF ALLEGIANCE/INVOCATION:

Mayor Terry and Zoey Daley led the pledges of allegiance. Deputy Mayor Pro Tem Nabors gave the invocation.

V. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

Mayor Terry presented the proclamations.

- A. 2017 All-American Miss Pageant Proclamation
- B. Constitution Week Proclamation
- C. Celina Lodge #919 Proclamation

Along with Lee Lodge, St. John's Lodge and Claud L. Austin Lodge for their efforts in providing supplies to Hurricane Harvey victims.

- D. Constable Joe Wright Proclamation

For his efforts in providing supplies to Hurricane Harvey victims.

- E. State Representative Pat Fallon Proclamation

For his efforts in providing supplies to Hurricane Harvey victims.

VI. OPEN FORUM:

VII. CONSENT AGENDA:

Minutes Acceptance: Minutes of Sep 12, 2017 5:00 PM (Minutes Approval)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Webber, Place 1
SECONDER:	Chad Anderson, Place 6
AYES:	Koehne, Hopkins, Webber, Roberts, Anderson, Nabors

A. Minutes Approval:

1. City Council - Regular Meeting - Aug 8, 2017 5:00 PM
 2. City Council - Public Hearing - Aug 22, 2017 5:00 PM
 3. City Council - Public Hearing - Aug 29, 2017 5:00 PM
 4. City Council - Worksession - Aug 31, 2017 3:00 PM
- B. Consider and act to authorize the City Manager to execute a contract Change Order No.1 with SPI Asphalt LLC in the amount of \$108,071.55 for the 2017 Street Improvements project. (Fourmentin)
- C. Consider and act to authorize the City Manager to execute a contract between the City of Celina and MHB Construction Inc., in the amount of \$74,854 for the construction of concrete material storage bins for the Public Works Department (Fourmentin)
- D. Consider and act to authorize the City Manager to execute a contract between the City of Celina and ANA Site Construction in the amount of \$324,962.50 for the CDBG Downtown Water System Improvements Project. (Fourmentin)
- E. Consider and act upon the adoption of a Federal Grant Program Procurement Policy. (Fourmentin)
- F. Consider and act to authorize the City Manager to execute a Memorandum of Understanding (MOU) with Martin Marietta and Austin Bridge & Road for the reconstruction of County Road 53. (Fourmentin)
- G. Consider and act upon interlocal agreements by and between the City of Celina and Collin County for Animal Control Services and Animal Shelter Use. (Faulkner)
- H. Consider and act upon a Construction Plat for Keller Williams, being a ±4 acre tract of land, situated in the Collin County School Land Survey, Abstract No. 167, City of Celina, Collin County, Texas. The property is located east of Preston Road, south of Sunset Boulevard, north and west of CR 89. (Keller Williams Construction Plat) (Liebman)
- I. Consider and act upon a Construction Plat for Buffalo Ridge Phase 2, being a ±29.639 acre tract of land situated in the L.M. Boyd Survey, Abstract No. 48, City of Celina, Collin County, Texas. The property is located north of CR 100, east of Preston Road, south of CR 134, and west of CR 97, containing 98 residential lots and 4 HOA lots. (Buffalo Ridge Phase 2 Construction Plat) (Liebman)

Minutes Acceptance: Minutes of Sep 12, 2017 5:00 PM (Minutes Approval)

- J. Consider and act upon an ordinance annexing an approximate 15.471 acre tract of land and half of adjacent right-of-way situated in the Collin County School Land Survey #14, Abstract No. 167, Collin County, Texas. The property is generally located north of Frontier Parkway to the west of the BNSF Railroad, and on the east side of Prairie Crossing. (Stelzer Annexation) (Liebman)

(2017-39)

- K. Consider and act upon an interlocal agreement by and between the City of Celina, Texas and the City of McKinney, Texas regarding Celina's participation within the McKinney Urban Transit District. (Urban Transit District) (Liebman)

- L. Consider and act upon an interlocal agreement by and between the City of Celina and Collin County for Jail Services. (Griggs)

- M. Consider and act upon an interlocal agreement by and between the City of Celina and Collin County for Dispatch Services. (Griggs)

- N. Consider and act upon a resolution for the submission of a grant application to the Office of the Governor, Criminal Justice Division for the purchase of rifle-resistant body armor. (Griggs)

(2017-49R)

- O. Consider and act upon an interlocal agreement for public improvement assessment collection for Sutton Fields II Public Improvement District between the City of Celina and Denton County. (Toutouchian)

- P. Consider and act upon interlocal agreements for public improvement assessment collection for The Lakes at Mustang Ranch, Parks at Wilson Creek, Ownsby Farms, Creeks of Legacy, Glen Crossing, Wells North and Wells South Public Improvement Districts between the City of Celina and Collin County. (Toutouchian)

- Q. Consider and act upon ordinances of the City Council of the City of Celina, Texas, approving the Annual Service Plan updates, the Service and Assessment Plan and Assessment Rolls for public improvements for the Wells North, Sutton Fields II, Lakes at Mustang Ranch, Parks at Wilson Creek, Ownsby Farms, Creeks of Legacy, and Glen Crossing Public Improvement Districts in accordance with Chapter 372, Texas Local Government Code. (Toutouchian)

(2017-40 Wells North) (2017-41 Sutton Fields II) (2017-42 Lakes at Mustang Ranch) (2017-43 Parks at Wilson Creek) (2017-44 Ownsby Farms) (2017-45 Creeks of Legacy) (2017-46 Glen Crossing)

- R. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, approving the Annual Service Plan update the Service and Assessment Plan and Assessment Roll for public improvements for the Wells South Public Improvement District in accordance with Chapter 372, Texas Local Government Code. (Toutouchian)

(2017-49 Wells South)

VIII. PUBLIC HEARING/ACTION:

- A. The Celina City Council will conduct a public hearing to consider testimony and receive public input regarding the proposed FY 2017-2018 budget. (Toutouchian)

Mayor Terry opened the hearing at 6:29 p.m. No public comment was received. The hearing was closed at 6:29 p.m.

Minutes Acceptance: Minutes of Sep 12, 2017 5:00 PM (Minutes Approval)

- B. The Celina City Council will conduct a public hearing to consider testimony on an amendment to Reinvestment Zone Number Four, City of Celina, Texas, Final Project and Financing Plan and act upon an ordinance of the City Council of the City of Celina, Texas, amending the Final Project and Reinvestment Zone Financing Plan for Tax Increment Reinvestment Zone Number Four, City of Celina, Texas. (Sutton Fields II) (Petty)

(2017-48) Mayor Terry recused himself at this time due to a conflict of interest. Mayor Pro Tem Anderson opened the hearing at 6:29 p.m. No public comment was received. The hearing was closed at 6:30 p.m.

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

- C. The Celina City Council will conduct a public hearing to consider testimony on the creation of a Reinvestment Zone consisting of approximately 493.439 acres generally located North of Parvin Road, East of FM 1385, South and North of Crutchfield Road, and West of Crutchfield Road as it turns South and Parvin Road as it turns North and act upon an ordinance of the City Council of the City of Celina, Texas, designating a contiguous geographic area within the city as a Reinvestment Zone pursuant to chapter 311 of the Texas Tax Code, to be known as Reinvestment Zone Number Eight. (Sutton Fields II) (Petty)

(2017-49) Mayor Pro Tem Anderson opened the hearing at 6:30 p.m. No public comment was received. The hearing was closed at 6:32 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Wayne Nabors, Place 2
SECONDER:	Carmen Roberts, Place 4
AYES:	Koehne, Hopkins, Webber, Roberts, Anderson, Nabors

- D. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance of the City Council of the City of Celina, Texas, amending Ordinance No. 2006-57, as heretofore amended the same being the Comprehensive Zoning Ordinance, and amending the Official Zoning Map of the City by designating the zoning of ±15.471 acre tract of land from AG, Agricultural zoning district to PD, Planned Development zoning district, with base zoning designations of HI, Heavy Industrial. The property is situated in the Collin County Land #14 Survey, Abstract No. 167, City of Celina, Collin County, Texas. It is generally located north of Frontier Parkway, west of the Burlington Northern Santa Fe Railroad, and east of Prairie Crossing. (Stelzer Tract Rezoning) (Liebman)

(2017-50) Mayor Terry returned to the meeting at this time. Mayor Terry opened the hearing at 6:32 p.m. No public comment was received. The hearing was closed at 6:39 p.m. Councilman Webber moved to approve with the modifications to the landscape buffer (staff comments).

RESULT: APPROVED [UNANIMOUS]
MOVER: Bill Webber, Place 1
SECONDER: Carmen Roberts, Place 4
AYES: Koehne, Hopkins, Webber, Roberts, Anderson, Nabors

- E. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance of the City Council of the City of Celina, Texas, amending Ordinance No. 2006-57, as heretofore amended the same being the Comprehensive Zoning Ordinance, and amending the Official Zoning Map of the City by designating the zoning of ±14.778 acre tract of land from AG, Agricultural zoning district to PD, Planned Development zoning district with base zoning designations of R-O, Retail Office. The property is situated in the L. Lewis Survey, Abstract No. 532, City of Celina, Collin County, Texas. It is generally located south and west of Ownsby Parkway, east of Preston Road, and north of Frontier Parkway. (Moore PD Rezoning) (Liebman)

(2017-51) Mayor Terry opened the hearing at 6:39 p.m. Arlyn Samuelson, Engineer on the project spoke about the access issue. Masoud Najari of Shady Oaks Drive, Denton, Texas said he would like to put a dental office here and is willing to work with the city. He requested approval. The hearing was closed at 7:00 p.m.

RESULT: APPROVED [5 TO 1]
MOVER: Wayne Nabors, Place 2
SECONDER: Chad Anderson, Place 6
AYES: Koehne, Hopkins, Webber, Anderson, Nabors
NAYS: Roberts

- F. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance amending the City's Code of Ordinances, Chapter 14: Zoning, Article 14.05: Development Standards and Use Regulations, Division 4: Fencing, Walls and Screening Requirements. (Equipment Screening) (Liebman)

(2017-52) Mayor Terry opened the hearing at 7:00 p.m. No public comment was received. The hearing was closed at 7:02 p.m.

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

- G. The Celina City Council will conduct two Public Hearings at 5:00 and 5:05 p.m. to consider testimony on the proposed annexation of an approximately 10.346 acre tract of land and half of adjacent right-of-way situated in the M.L. Ousley, J.C. Floyd, and J.M. Floyd Survey, Abstract No. 1053, Collin County, Texas. The property is generally located north of CR 95, west of Business 289, and south of CR 994. (Celina 10 Annexation) (Liebman)

Mayor Terry opened the first hearing at 7:03 p.m. No public comment was received. The hearing was closed at 7:04 p.m. Mayor Terry opened the second hearing at 7:04 p.m. No public comment was received. The hearing was closed at 7:04 p.m.

- H. Celina City Council will conduct a public hearing and act upon a resolution for the submission of two grant applications to Texas Parks and Wildlife Department for the Old Celina Park expansion project. (Webb)

(2017-50R) Mayor Terry opened the hearing at 7:05 p.m. Assistant Director of Parks Jeff Davis noted that the two grants would be used to improve Old Celina Park. No public comment was received. The hearing was closed at 7:06 p.m.

IX. ACTION ITEM:

- A. Consider and act upon a resolution of the City Council of Celina, Texas, setting a public hearing under sec. 372.009 of the Texas Local Government Code for the creation of the Chalk Hill Public Improvement District within the City of Celina, Texas; and authorizing the issuance of notice by the City Secretary of Celina, Texas regarding the public hearing. (Chalk Hill) (Petty)

(2017-51R) Mayor Terry recused himself at this time due to a conflict of interest.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Bill Webber, Place 1
SECONDER:	Carmen Roberts, Place 4
AYES:	Koehne, Hopkins, Webber, Roberts, Anderson, Nabors

- B. Consider and act upon a resolution of the City of Celina, Texas, ratifying and approving the fiscal year 2017/2018 budget for the Celina Economic Development Corporation. (Toutouchian)

(2017-52R)

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

- C. Consider and act upon a resolution of the City of Celina, Texas, ratifying and approving the fiscal year 2017/2018 budget for the Celina Community Development Corporation. (Toutouchian)

(2017-53R)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Chad Anderson, Place 6
SECONDER:	Bill Webber, Place 1
AYES:	Koehne, Hopkins, Webber, Roberts, Anderson, Nabors

- D. Consider and act upon an ordinance of the City of Celina, Texas, adopting and approving the budget for the Fiscal Year 2017/2018 beginning October 1, 2017, and ending September 30, 2018, and making appropriations for each department, project and account; providing for expenditures of funds; providing for filing of documents. (Roll Call) (Toutouchian)

(2017-53) Mayor Terry called the roll for a vote.

Minutes Acceptance: Minutes of Sep 12, 2017 5:00 PM (Minutes Approval)

RESULT: APPROVED [UNANIMOUS]
MOVER: Wayne Nabors, Place 2
SECONDER: Bill Webber, Place 1
AYES: Koehne, Hopkins, Webber, Roberts, Anderson, Nabors

- E. Consider and act upon ratification of a property tax rate increase reflected in the FY2017/2018 budget. (Roll Call) (Toutounchian)

Mayor Terry called the roll for a vote.

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

- F. Consider and act upon an ordinance of the City of Celina, Texas, fixing and levying municipal Ad Valorem taxes for the fiscal year beginning October 1, 2017, and ending September 30, 2018, and for each fiscal year thereafter until otherwise provided, at a rate of \$.645 per one hundred dollars (\$100.00) assessed valuation on all taxable property within the corporate limits of the city; this tax rate will raise more taxes for maintenance and operations than last year's tax rate; the tax rate will effectively be raised by 17.88 % and will raise taxes for maintenance and operations on a \$100,000.00 home by approximately \$4.53. (Roll Call) (Toutounchian)

2017-54) Mayor Terry called the roll for a vote. Councilman Hopkins moved that the property tax rate be increased by the adoption of a tax rate of 0.645000, which is effectively a 16.64 percent increase in the tax rate.

RESULT: APPROVED [UNANIMOUS]
MOVER: Andy Hopkins, Place 3
SECONDER: Chad Anderson, Place 6
AYES: Koehne, Hopkins, Webber, Roberts, Anderson, Nabors

- G. Consider and act upon an ordinance amending the City's Code of Ordinances, Chapter 3: Building Regulations; Article 3.07, Signs; Section 3.07.018 Signs Allowed - permit required, to amend the City's Unified Development Monument Signs regulations. (Unified Monument Sign Ordinance Amendment) (Liebman)

(2017-55)

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

- H. Consider and act upon a Final Plat for Mustang Lakes Phase 2A, being a ±58.98 acre tract of land, situated in the Coleman Watson Survey, Abstract No. 945, City of Celina, Collin County, Texas. The property is generally located north of Frontier Parkway, west of FM 2478, south of Choate Parkway, and east of CR 86, containing 239 residential lots and 8 HOA lots. (Mustang Lakes Phase 2A Final Plat) (Liebman)

Deputy Mayor Pro Tem Nabors moved to approve with the condition that the plat not be filed until the public improvements are accepted by the city.

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

- I. Consider and act upon a Construction Plat for Cambridge Crossing Phase 1, being a ±126.676 acre tract of land situated in the Richard Alderson Survey, Abstract No. 7, F.D. Gary Survey, Abstract No. 360, T. Staten Survey, Abstract No. 806, and I.C. Williamson Survey, Abstract 943, City of Celina, Collin County, Texas. The property is generally located south of FM 428, west of Dallas Parkway, north of County Road 7, and east of County Road 6, containing 328 residential lots, 1 school site, and 14 HOA lots. (Cambridge Crossing Phase 1 Construction Plat) (Liebman)

Councilwoman Roberts moved to approve with the condition that the plat not be filed until the public improvements are accepted by the city.

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

- J. Consider and act upon a Construction Plat for Hawthorn Creek Business Park, being a ±5 acre tract of land, situated in the Freeman Wilkerson Survey, Abstract No. 1411, Denton County, Texas. The property is generally located north and west of Parvin Road, south of Crutchfield Road, and west of Smiley Road. (Hawthorn Creek Business Park) (Liebman)

Councilman Hopkins moved to approve with the condition that the plat not be filed until the public improvements are accepted by the city.

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

- K. Consider and act upon a request for variance from the City's Code of Ordinances regarding the distribution of alcohol and consumption of same on the downtown square during the Emmitt Smith Charities Bike Race on Saturday, September 30, 2017 from 7:00am-2:00pm. (Matehuala)

Councilman Webber moved to approve with the stipulation that they add the city as an additional insured on the insurance.

RESULT: APPROVED [5 TO 1]
MOVER: Bill Webber, Place 1
SECONDER: Carmen Roberts, Place 4
AYES: Koehne, Hopkins, Webber, Roberts, Anderson
NAYS: Nabors

X. ADJOURNMENT:

There being no further comment Mayor Terry adjourned the meeting at 7:22 p.m.

Sean Terry, Mayor

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

Date Minutes Approved

Minutes Acceptance: Minutes of Sep 12, 2017 5:00 PM (Minutes Approval)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Jason Laumer, City Manager
 Date: October 10, 2017
 Re: Dickerson Annexation

Action Requested:

Consider and act upon a resolution setting a date, time, and place (Tuesday, November 14, 2017 at 5:00 p.m. and Tuesday, November 14, 2017 at 5:05 p.m.) at 112 N. Colorado St., Celina, TX 75009, for public hearings on the proposed annexation on an approximately 53.154 acre tract of land situated in the I.C. Williams Survey, Abstract No. 943, Collin County, Texas, and an approximately 10 acre tract of land situated in the I.C. Williams Survey, Abstract No. 943, both properties are generally located north of CR 51, east of Dallas Parkway, west of Preston Road, and south of FM 428 (Glendenning Parkway) (Dickerson Annexation) (Rodriguez)

Background Information:

Below is the anticipated annexation schedule for the property:

Tuesday, October 10, 2017 - City Council acts on a resolution to set the public hearing dates;
 Tuesday, November 14, 2017 - Two separate public hearings are held on the same night (Tuesday, November 14, 2017 at 5:00 p.m. and Tuesday, November 14, 2017 at 5:05 p.m.); and
 Tuesday, December 12, 2017 - City Council acts on an ordinance annexing the property.

Board Review/Citizen Input:

n/a

Alternatives:

n/a

Financial Considerations:

n/a

Legal Review:

n/a

Supporting Documents:

Proposed Resolution

Staff Recommendation:

Staff recommends approval as presented.



VOLUNTARY ANNEXATION APPLICATION

Property Description:

Survey Name and Abstract No.: I.C. WILLIAMSON SURVEY AB. No. 743 53.156
 Tract Number(s): 2018 - 208314 Number of Acres: 63.156
 Number of People Living on Each Tract of Land (attach an additional sheet if necessary): _____

Current Property

Owner's Name (use additional page for more space): LEWIS DICKERSON

Company: _____

Address: PO Box 181

City, State, Zip: Celina, TX 75009

Phone#: _____

Fax #: _____

E-Mail Address: _____

Owner's

Signature: [Signature]

Representative's Name: RYLAN YOWELL

Company: 10210 PROVIDENT REALTY

Address: 10210 N. CENTRAL EXPY STE 300

City, State, Zip: DALLAS, TX 75231

Phone#: 972-385-4121

Fax #: 972-289-8373

E-Mail Address: ryowell@providentrealty.net

Submittal Requirements

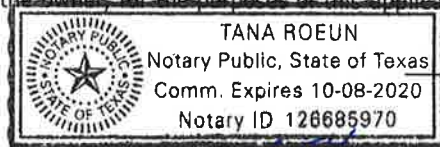
- ☐ Application
- ☐ Application Fee - Minimum \$250.00 or actual costs
- ☐ Metes and bounds description of the property with graphic exhibit. The metes and bounds description the graphic exhibit must contain an original seal signature of a registered professional land surveyor shall be on an 11" x 17"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

TO BE COMPLETED BY PROPERTY OWNER OR REPRESENTATIVE

STATE OF TEXAS

COUNTY OF DALLAS

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



[Signature]

Owner, Applicant, or Representative

SUBSCRIBED AND SWORN TO before me, this the _____

day of SEPTEMBER, 20 17

My Commission expires 10-8-20

[Signature]
Notary Public in & for the State of Texas

OFFICE USE ONLY

Receipt#: _____

Check#: _____

Payor: _____



VOLUNTARY ANNEXATION APPLICATION

Property Description:

Survey Name and Abstract No.: I.C. WILLIAMSON SURVEY AB. No. 943
 Tract Number(s): 2018 - 208314 Number of Acres: 10
 Number of People Living on Each Tract of Land (attach an additional sheet if necessary): _____

Current Property

Owner's Name (use additional page for more space): JENNIFER HUNT

Company: _____

Address: P.O. BOX 508

City, State, Zip: CELINA TX 75009

Phone #: 972-977-3677

Fax #: _____

E-Mail Address: hntjnt@aol.com

Owner's Signature: Jennifer Hunt

Representative's Name: RYLAN YWELL

Company: PROVIDENT REALTY

Address: 10210 N. CENTRAL EXPY STE 300

City, State, Zip: DALLAS, TX 75231

Phone #: 972-385-4121

Fax #: 972-239-9373

E-Mail Address: ryowell@providentrealty.net

Submittal Requirements

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

TO BE COMPLETED BY PROPERTY OWNER OR REPRESENTATIVE

STATE OF TEXAS

COUNTY OF DALLAS

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

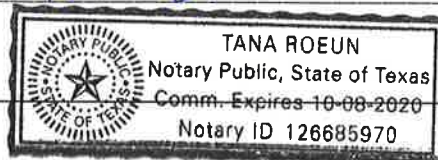
Rylan Ywell
O

Owner, Applicant, or Representative

SUBSCRIBED AND SWORN TO before me, this the 12TH day of SEPTEMBER, 2017

My Commission expires 10-8-20

Jane
Notary Public in & for the State of Texas


OFFICE USE ONLY

Receipt#: _____

Check#: _____

Payor: _____

**CITY OF CELINA
RESOLUTION NO.**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, SETTING A DATE, TIME, AND PLACE FOR PUBLIC HEARINGS ON A PROPOSED ANNEXATION OF CERTAIN PROPERTIES BY THE CITY AND AUTHORIZING AND DIRECTING CITY STAFF TO PUBLISH NOTICE OF SUCH PUBLIC HEARINGS AND AUTHORIZING CITY STAFF TO TAKE ALL NECESSARY ACTION TO FULFILL THE REQUIREMENTS OF THE MUNICIPAL ANNEXATION ACT.

WHEREAS, the City of Celina, Texas (the “City”) is a Home Rule municipality located in Collin County, Texas, and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the Celina Home Rule Charter; and

WHEREAS, the City of Celina is provided the power to annex land under its Home Rule Charter and Section 43.021 of the Texas Local Government Code pursuant to the requirements and limitations set forth in state law; and

WHEREAS, the City of Celina has determined that it is in the best interest of the City and its citizens to consider the potential annexation of certain properties that are located within the City’s extraterritorial jurisdiction; and

WHEREAS, the City of Celina desires to start the process that will enable the City, should it so desire, to annex the properties referenced in Exhibits “A,” and more fully depicted in the attached Exhibit “ B” into the City of Celina, call two public hearings, and set a proposed annexation proceedings schedule.

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

- I. That on Tuesday, the 14th day of November, 2017 at 5:00 p.m. and on Tuesday, the 14th day of November, 2017 at 5:05 p.m., at 112 N. Colorado, Celina, Texas 75009, the City Council will hold public hearings giving all interested persons the right to appear and be heard on the proposed annexations by the City of Celina of the properties more particularly described in the attached Exhibits “A,” and more fully depicted in the attached Exhibits “B”.
- II. That City Staff is hereby authorized and directed to cause notice of each public hearing to be published once in a newspaper having general circulation in the City and in the territories described in attached Exhibit “A,” and more fully depicted in the attached Exhibits “B” not more than twenty (20) days, nor less than ten (10) days prior to the date of such public hearing, in accordance with the Municipal Annexation Act.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 10th day October, 2017.

SEAN TERRY, MAYOR

VICKI FAULKNER, CITY SECRETARY

Attachment: Dickerson Annexation Resolution (Dickerson Annexation)

Exhibit A**DESCRIPTION OF 53.154 ACRES**

BEING THAT CERTAIN TRACT OF LAND SITUATED IN THE I. C. WILLIAMS SURVEY, ABSTRACT NUMBER 943, COLLIN COUNTY, TEXAS AND BEING THAT TRACT OF LAND DESCRIBED IN DEED TO LEWIS AND JERRY DICKERSON RECORDED IN INSTRUMENT NUMBER 97-0014408 OF COUNTY RECORDS, COLLIN COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID DICKERSON TRACT;

THENCE N 89°18'33" W, 1,619.74 FEET;

THENCE N 00°45'25" E, 1,445.90 FEET;

THENCE S 89°18'42" E, 1,612.32 FEET;

THENCE S 01°06'19" W, 12.28 FEET;

THENCE S 00°30'06" W, 202.62 FEET;

THENCE S 13°16'08" W, 108.03 FEET;

THENCE S 00°02'29" W, 952.13 FEET;

THENCE S 32°39'37" E, 31.73 FEET;

THENCE S 00°30'41" W, 147.07 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,315,409 SQUARE FEET OR 53.154 ACRES OF LAND.

DESCRIPTION OF 10 ACRES

BEING THAT CERTAIN TRACT OF LAND SITUATED IN THE I. C. WILLIAMS SURVEY, ABSTRACT NUMBER 943, COLLIN COUNTY, TEXAS AND BEING THAT TRACT OF LAND DESCRIBED IN DEED TO JENNIFER HUNT RECORDED IN INSTRUMENT NUMBER 2001-0017035 OF COUNTY RECORDS, COLLIN COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID HUNT TRACT;

THENCE S 89°18'42" E, 1,614.03 FEET;

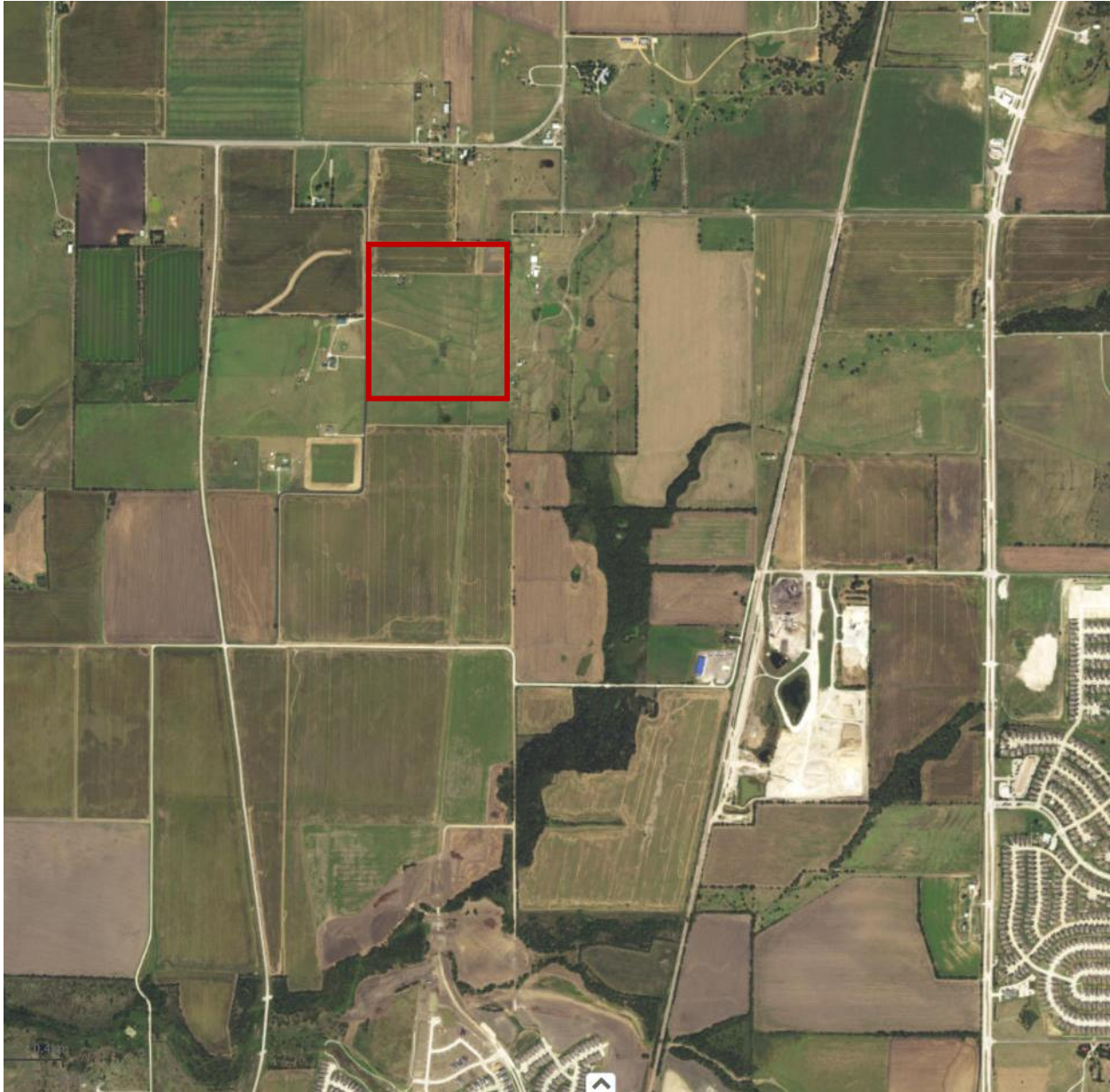
THENCE S 01°06'19" W, 270.03 FEET;

THENCE N 89°18'42" W, 1,612.35 FEET;

THENCE N 00°44'34" E, 270.03 FEET TO THE POINT OF BEGINNING AND CONTAINING 435,597 SQUARE FEET OR 10.00 ACRES OF LAND.

Exhibit B

Legal Description: Approximately 53.154 acre tract of land situated in the I.C. Williams Survey, Abstract No. 943, Collin County, Texas, and an approximately 10 acre tract of land situated in the I.C. Williams Survey, Abstract No. 943.



Attachment: Dickerson Annexation Resolution (Dickerson Annexation)



City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Faulkner, City Secretary
CC: Jason Laumer, City Manager
Date: October 10, 2017
Re: Boards and Commissions Nominations

Action Requested:

Consider and act upon appointments to city boards, commissions and development corporations.
(Faulkner)

Background Information:

This action approves nominations for new appointments, re-appointments and/or removals from city boards, commissions and development corporations.

Board Review/Citizen Input:

Mayor Terry and Mayor Pro Tem Anderson served as the nominations committee to review and prepare nominations.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

Nominations list

Staff Recommendation:

Opening	Board & Commission Nominations 2017	Term	Expires	Column1
	<u>Planning and Zoning (3 year term)</u>			
re-appoint	Ben Hangartner	full	2020	
re-appoint	Shelby Barley	full	2020	
appoint	Shawn Bain	unexpired	2018	
	<u>Board of Adjustments (2 year term)</u>			
re-appoint	Lee Waddell	full	2019	
re-appoint	Jay Williams	full	2019	
appoint	Lanford Rodgers	full	2019	
	<u>Building & Standards (2 year term)</u>			
re-appoint	Trevor Ford	full	2019	
re-appoint	Dick Smith	full	2019	
appoint	Joseph Wayes Jr.	full	2019	
	<u>Library (2 year term)</u>			
re-appoint	Cyndi Graves	full	2019	
re-appoint	Diane Benham	full	2019	
appoint	Daniel Stockton	full	2019	
	<u>Parks and Recreation (3 year term)</u>			
	No terms up this year for Parks & Rec	full		
	<u>Mainstreet (2 year term)</u>			
re-appoint	Buddy Minett	full	2019	
	<u>Historic Preservation (2 year term)</u>			
appoint	Jennifer Ramer	full	2019	
appoint	Michael Arani	full	2019	
appoint		Alternate	2019	
re-appoint	Jack Ousley	full	2019	
re-appoint	Brent Baty	full	2019	
re-appoint	Jane Huddleston	full	2019	
	<u>Economic Development (2 year term)</u>			
appoint	Kyle Rose	full	2019	
appoint	Justin Steiner	full	2019	
re-appoint	Scott Stawski		2019	
	<u>Community Development (2 year term)</u>			
re-appoint	Mark Palmer	full	2019	
re-appoint	Amy Fortenberry	full	2019	
re-appoint	Kelly Osburn	full	2019	
		full		

--



Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jay Toutounchian, Finance Director
Date: October 10, 2017
Re: 380 Grant Agreement Between the City of Celina, Texas and Highland Homes-Dallas, LLC and Horizon Homes, LLC

Action Requested:

Consider and act upon a Chapter 380 grant agreement by and among the City of Celina, Texas and Highland Homes-Dallas, LLC and Horizon Homes, LLC acting by and through their respective authorized officers and representatives. (Toutounchian)

Background Information:

Highland Homes and Horizon Homes builds and will continue to build homes in Celina. Currently, the City does not receive any sales tax from the purchase of building materials made outside of the City. This 380 agreement would allow the City to receive 20% of its sales tax and for the CDC and EDC to receive 100% of its sales tax that are spent on building materials outside of Celina.

Financial Considerations:

80% rebate of City sales tax on building materials purchased outside of Celina to Highland Homes and Horizon Homes.

Legal Review:

Reviewed and approved by City Attorney

Supporting Documents:

Agreements and respective attachments

Staff Recommendation:

Approve

**CHAPTER 380 GRANT AGREEMENT BY
AND BETWEEN THE CITY OF CELINA, TEXAS
AND HIGHLAND HOMES - DALLAS, LLC**

This **CHAPTER 380 GRANT AGREEMENT** ("Agreement") is made by and between The City of Celina, Texas ("City", also referred to as "Grantor") and Highland Homes - Dallas, LLC (the "Company"), acting by and through their respective authorized officers and representatives.

WHEREAS, the City Council of the City of Celina, Texas ("City Council") has investigated and determined that it is in the best interest of the City and its citizens to encourage programs, including programs for making loans and grants of public money to promote local economic development and stimulate business and commercial activity in the City pursuant to Chapter 380, Texas Local Government Code, as amended ("Chapter 380"); and

WHEREAS, the Company will be engaged in the business of purchasing building materials for its use on construction projects within the City; and

WHEREAS, the Company has advised that it would like to partner with the City, and that a contributing factor that would induce the Company to purchase items using a Texas Direct Payment Permit and generate economic development and local use tax revenue for the City, that would otherwise not be available to the City, would be an agreement by the Grantor to provide an economic development grant to the Company; and

WHEREAS, the Company desires to purchase and use new building materials within the City that will generate additional economic development and use tax revenue for the City; and

WHEREAS, the City Council has investigated and determined that the Company meets the criteria for providing the grants (hereinafter defined), pursuant to Chapter 380, based on, among other things, the Company: (i) acquiring properties for development, and constructing improvements; (ii) adding taxable improvements to real property in the City; and (iii) creating employment opportunities for the citizens of Celina ("Approved Project"); and

WHEREAS, the City has concluded that the Approved Project qualifies for a Grant under Chapter 380; and

WHEREAS, with the approval of this Agreement, the City hereby establishes a program authorized by Chapter 380 of the Texas Local Government Code to encourage and induce the generation of local use tax; and

WHEREAS, the Grantor has determined that making an economic development grant to the Company in accordance with this Agreement will further the objectives of the Grantor, will benefit the City and the City's inhabitants and will promote local economic development and stimulate business and commercial activity in the City;

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I DEFINITIONS

1.01 For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

"City" and "Grantor" shall mean The City of Celina, Texas, or those areas outside of the corporate limits which are subject to the imposition of sales and use taxes under a Strategic Partnership Agreement executed pursuant to Chapter 43 of the Texas Local Government Code.

"Company" shall mean Highland Homes - Dallas, LLC "Commencement Date" shall mean October 1, 2017. "Effective Date" shall mean October 1, 2017.

"Direct Payment Permit" also referred to herein as a "Texas Direct Payment Permit" shall mean that permit issued by the State of Texas authorizing Company to self-assess and pay applicable state and local use taxes directly to the State of Texas related to selected portions of Company's taxable purchases. Texas Rule 3.288 of the Texas Administrative Code defines the requirements and responsibilities of Texas Direct Payment Permit holders along with any amendments, permutations, or recodifications of such Code or Rules whether renaming such permits or otherwise modifying such provisions.

"Event of Bankruptcy or Insolvency" shall mean the dissolution or termination (other than a dissolution or termination by reason of a party merging with an affiliate) of a party's existence as a going business, insolvency, appointment of receiver for any part of a party's property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against a party and in the event such proceeding is not voluntarily commenced by the party, such proceeding is not dismissed within ninety (90) business days after the filing thereof.

"Force Majeure" shall mean any delays due to strikes, riots, acts of God, shortages of labor or materials, war, terrorism, governmental approvals, laws, regulations, or restrictions, or any other cause of any kind whatsoever which is beyond the reasonable control of the party.

"Program" shall mean the economic incentive program established by the City pursuant to Chapter 380 of the Texas Local Government Code together with any amendments, permutations, or recodifications of such Code provisions whether renaming such economic incentive or other modifications thereof.

"Program Grant" shall mean the periodic payments paid by the City to the Company in accordance with Section 3 of this Agreement.

"Grant Period" shall mean consecutive six (6) month periods during the term of this Agreement, except that the first Grant Period shall begin on the Effective Date and continue through and include the last day of December 2017 following the Effective Date. For illustration purposes, assume the Effective Date is October 1, 2017 then the first Grant Period would begin on October 1, 2017 and continue through and include December 31, 2017. The next Grant Period would begin on January 1, 2018 and continue through and include June 30, 2018. The final Grant Period for the initial 10-year term of the Agreement would be from July 1, 2027 and end on September 30, 2027.

"Taxable Items" shall have the same meaning assigned by Sections 151.010 and 151.0101, TEX. TAX CODE, as amended.

"Impositions" shall mean all use taxes that may be imposed by public or governmental authority on the Company or any taxable items purchased and used by Company within the City.

"Use Tax Receipts" shall mean the Grantor's receipts from the State of Texas from the collection of one percent (1%) general City use tax imposed by the City pursuant to Chapter 321 of the Texas Tax Code, attributed to the collection of use tax by Company associated with the issuance of Company's Texas Direct Payment for Taxable Items used or consumed in the City.

"Use Tax Certificate" shall mean a certificate or other statement in a form reasonably acceptable to the Grantor setting forth the Company's collection of use tax imposed by and received by the Grantor from the State of Texas, for the use of Taxable Items by Company in the City for the applicable calendar month during a Grant Period which are to be used to determine Company's eligibility for a Grant, together with such supporting documentation required herein, and as Grantor may reasonably request.

ARTICLE II TERM

2.1 Term. The term of this Agreement shall begin on the Effective Date and continue for a ten (10) year period.

2.2 This Agreement shall remain in effect until Grantor has made the Program Grants set forth in Section 3 of the Agreement, or until otherwise terminated under the provisions of this Agreement.

2.3 This Agreement may be extended for an additional period of time on terms mutually acceptable to both parties by a written agreement executed by both parties.

ARTICLE III ECONOMIC DEVELOPMENT GRANT

31 Grant. Subject to the Company's continued compliance with: (a) all of the terms and conditions of this Agreement, and (b) all of the City's codes, rules and regulations regarding the development of property within the City's corporate limits and ETJ, the Grantor agrees to provide Company with an economic development grant from lawful available funds payable as provided herein in an amount equal to 80% of the Use Tax Receipts, as previously defined herein (the "Grant"). The Grant will be paid semi-annually at the end of June and the end of December with the potential exception of the final Grant Period during the ten (10) year period following the execution of the Agreement, commencing October 1, 2017. The Grant will never include any monies the Company pays or owes to the State of Texas for any penalties for late payments, failures to report in a timely manner, and the like, related to the Use Tax Receipts.

32 Grant Payment. Grantor shall pay the Grant for the applicable Grant Period within forty-five (45) days after receipt of a Use Tax Certificate from Company following the end of each Grant Period, pursuant to Section 4.01. Company shall submit Use Tax Certificates to Grantor within thirty (30) days following the end of the applicable Grant Period, beginning with the first Grant Period. For illustration purposes, assume the first Grant Period begins on October 1, 2017 and continues through and includes December 31, 2017. Company would submit a Use Tax Certificate to Grantor for the first Grant Period by January 30, 2018 and Grantor would pay the first Grant within forty-five (45) days after receipt of the Use Tax Certificate. Further assume that the Use Tax Receipts for the first Grant Period equal Five Thousand Dollars (\$5,000.00), then the amount of the first Grant would be Four Thousand Dollars (\$4,000.00).

33 Amended Returns and Audits. In the event the Company files an amended use tax return, or report, or if additional use tax is due and owing, as a result of an audit conducted by the State of Texas that increases the Use Tax Receipts for a previous period covered within the term of this agreement, the Grant payment for the Grant Period immediately following such State approved amendment shall be adjusted accordingly, provided the Grantor must have received the Use Tax Receipts attributed to such adjustment. As a condition precedent to payment of such adjustment, Company shall provide Grantor with a copy of such amended use tax report, tax return or audit adjustment, and the approval thereof by the State of Texas.

34 Refunds. In the event the State of Texas determines that the City erroneously received Use Tax Receipts, or that the amount of use tax paid to the City exceeds the correct amount of use tax for a previous Grant paid to the Company, the Company shall, within thirty (30) days after receipt of notification thereof from the City specifying the amount by which such Grant exceeded the amount to which the Company was entitled pursuant to such State of Texas determination, pay such amount to the Grantor. The Grantor may at its option adjust the Grant payment for the Grant Period immediately following such State of Texas determination to deduct there from the amount of the overpayment. As a condition precedent to payment of such refund, the City shall provide Company with a copy of such determination by the State of Texas.

ARTICLE IV DOCUMENTATION SUPPORTING THE ECONOMIC DEVELOPMENT GRANT

The conditions contained in this Article IV are conditions precedent to the Grantor's obligation to make any Grant payment.

4.1 Use Tax Certificate. During the term of this Agreement, the Company shall within thirty (30) days after the end of each Grant Period, provide the Grantor with a Use Tax Certificate relating to Use Tax Receipts paid during the Grant Period. The Grantor shall have no duty to calculate the Use Tax Receipts or determine Company's entitlement to any Grant for a Grant Period, or pay any Grant during the term of this Agreement until such time as Company has provided the Grantor a Use Tax Certificate for such Grant Period and the Grantor has received the actual Use Tax Receipts from the State of Texas attributable to such calendar months within the Grant Period. Company shall provide such additional documentation as may be reasonably requested by Grantor to evidence, support and establish the use tax paid directly to the State of Texas pursuant to Company's Direct Payment Permit. The Use Tax Certificate for each Grant Period shall at a minimum contain, include or be accompanied by the following:

- a. A copy of all Texas Direct Payment Permit and self-assessment use tax returns and reports during the applicable Grant Period, use tax audit assessments or credits, including amended use tax returns or reports, filed by the Company during the Grant Period showing use tax paid directly to the State of Texas related to Company's operations for the Grant Period; and
- b. Information concerning any refund or credit received by the Company of use tax paid by the Company which has previously been reported by the Company as use tax paid for a previous Grant Period within the term of this agreement.

Company will provide to Grantor the Use Tax Certificates from time to time pursuant to the terms of the Agreement, which are confidential ("Confidential Information") and, except as otherwise provided herein, may not be disclosed to a third party without the Company's consent. To the extent that any disclosure of the Confidential Information may be required by law, Grantor will use reasonable efforts to inform Company of the request in sufficient time for Company to assert any objection it may have to such disclosure to an appropriate judicial or administrative body.

4.2 Grantor must have received a Use Tax Certificate for the months within the Grant Period for which payment of a Grant is requested, and Grantor must have received the actual Use Tax Receipts for all calendar months within the Grant Period.

4.3 The Company intends to issue its Texas Direct Payment Permit to specific suppliers or vendors that provide large quantities of building materials or other tangible personal property.

4.4 The Company shall provide the Grantor with a true and correct copy of its Texas Direct Payment Permit, which permit shall be kept in full force and effect throughout the term of the Agreement.

4.5 Company or the City shall not have an uncured material breach or default of this Agreement.

ARTICLE V TERMINATION

5.1 This Agreement may be terminated upon any one of the following:

- (a) by mutual written agreement of the parties;
- (b) by Grantor or Company, respectively, if the other party defaults or breaches any of the terms or conditions of this Agreement in any material respect and such default or breach is not cured within thirty (30) days after written notice thereof by the Grantor or Company, as the case may be;

by Grantor, if any Impositions owed to the Grantor or the State of Texas by Company shall have become delinquent (provided, however, Company retains the right to timely and properly protest and contest any such Impositions);

by Grantor, if Company suffers an Event of Bankruptcy or Insolvency;

by Grantor or Company, respectively, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable; or

by Company, if the City does not pay the applicable Grant amount within 45 days of receipt of the Use Tax Receipts as required herein covered by a valid Use Tax Certificate issued by Company or fails to cure this breach within an additional 30 days and so long as the Company is not in default, or;

expiration of the term, or any subsequent renewal of the term.

The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the termination of this Agreement except for any rights, responsibilities and/or liabilities that accrued prior to such termination.

ARTICLE VI MISCELLANEOUS

6.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the parties to this agreement and their respective successors and permitted assigns. This Agreement may not be assigned without the express written consent of Grantor, which consent shall not be unreasonably withheld or delayed.

6.2 Limitation on Liability. It is understood and agreed between the parties that the Company and Grantor, in satisfying the conditions of this Agreement, have acted independently, and Grantor assumes no responsibilities or liabilities to third parties in connection with these actions. The Company agrees to indemnify and hold harmless the Grantor from all such claims, suits, and causes of actions, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever by a third party arising out of the Company's performance of the conditions under this Agreement.

6.3 No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture between the parties.

6.4 Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.5 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered sent via fax.

If intended for City, to:

Attn: Jason Laumer
Celina City Manager
142 N. Ohio St.
Celina, TX 75009

With a copy to:

Attn:

Attachment: 380 Agreement with Highland Homes_09 28 17-10-3-17 (380 Agreement- Highland Homes and Horizon Homes)

If intended for the Company:

Attn: Dan Miller
Chief Financial Officer
Highland Homes - Dallas, LLC
5601 Democracy, Suite 300
Plano, TX 75024

With a copy to:

Attn: Brad Gahm
General Counsel
Highland Homes - Dallas, LLC
5601 Democracy, Suite 300
Plano, TX 75024

6.6 Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement.

6.7 Governing Law. The laws of the State of Texas shall govern the Agreement; and this Agreement is fully performable in Celina, Collin County, Texas with exclusive venue for any action concerning this Agreement being in a court of competent jurisdiction in Collin County, Texas.

6.8 Amendment. This Agreement may only be amended by the mutual written agreement of the parties.

6.9 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.10 Recitals. The recitals to this Agreement are incorporated herein.

6.11 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument and any such counterparts shall be deemed to be incorporated herein.

6.12 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period

of time following the termination of this Agreement shall survive termination.

6.13 Sovereign Immunity. The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

6.14 Dispute Resolution. Any controversy or claim arising from or relating to this Agreement, or a breach thereof shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any party unless the institution of such legal or equitable proceeding is necessary to avoid the running of an applicable statute of limitation. The parties shall endeavor to resolve their claims by mediation. Grantor and Company shall share the costs of mediation equally. The mediation shall be held in Celina, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

[SIGNATURE PAGES FOLLOW]

EXECUTED as of the ____ day of _____, 2017.

THE CITY OF CELINA, TEXAS

By: _____
Jason Laumer, City Manager

ATTEST:

City Secretary

By: _____

EXECUTED as of the ____ day of _____, 2017.

**HIGHLAND HOMES - DALLAS, LLC
A TEXAS LIMITED LIABILITY
CORPORATION**

By: Highland Operating Dallas, LLC
a Texas corporation

By: _____
Name: Dan Miller
Title: Chief Financial Officer

Attachment: 380 Agreement with Highland Homes_09 28 17-10-3-17 (380 Agreement- Highland Homes and Horizon Homes)

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
CITY OF CELINA §

This instrument was acknowledged before me on the _____ day of _____, 2017
 by Jason Laumer, City Manager of The City of Celina, Texas, on behalf of said city.

Name: _____

Notary Public, State of Texas

My commission expires:

STATE OF TEXAS §
 §
CITY OF PLANO §

This instrument was acknowledged before me on the _____ day of _____, 2017 by Dan Miller, Chief Financial Officer of Highland Operating Dallas, LLC, a Texas limited liability corporation, Owner of Highland Homes – Dallas, LLC, a limited liability corporation, on behalf of said limited liability corporation.

Name: _____

Notary Public, State of Texas

My commission expires: _____

Attachment: 380 Agreement with Highland Homes_09 28 17-10-3-17 (380 Agreement- Highland Homes and Horizon Homes)

**CHAPTER 380 GRANT AGREEMENT BY
AND BETWEEN THE CITY OF CELINA, TEXAS
AND HORIZON HOMES, LLC**

This **CHAPTER 380 GRANT AGREEMENT** ("Agreement") is made by and between The City of Celina, Texas ("City", also referred to as "Grantor") and Horizon Homes, LLC (the "Company"), acting by and through their respective authorized officers and representatives.

WHEREAS, the City Council of the City of Celina, Texas ("City Council") has investigated and determined that it is in the best interest of the City and its citizens to encourage programs, including programs for making loans and grants of public money to promote local economic development and stimulate business and commercial activity in the City pursuant to Chapter 380, Texas Local Government Code, as amended ("Chapter 380"); and

WHEREAS, the Company will be engaged in the business of purchasing building materials for its use on construction projects within the City; and

WHEREAS, the Company has advised that it would like to partner with the City, and that a contributing factor that would induce the Company to purchase items using a Texas Direct Payment Permit and generate economic development and local use tax revenue for the City, that would otherwise not be available to the City, would be an agreement by the Grantor to provide an economic development grant to the Company; and

WHEREAS, the Company desires to purchase and use new building materials within the City that will generate additional economic development and use tax revenue for the City; and

WHEREAS, the City Council has investigated and determined that the Company meets the criteria for providing the grants (hereinafter defined), pursuant to Chapter 380, based on, among other things, the Company: (i) acquiring properties for development, and constructing improvements; (ii) adding taxable improvements to real property in the City; and (iii) creating employment opportunities for the citizens of Celina ("Approved Project"); and

WHEREAS, the City has concluded that the Approved Project qualifies for a Grant under Chapter 380; and

WHEREAS, with the approval of this Agreement, the City hereby establishes a program authorized by Chapter 380 of the Texas Local Government Code to encourage and induce the generation of local use tax; and

WHEREAS, the Grantor has determined that making an economic development grant to the Company in accordance with this Agreement will further the objectives of the Grantor, will benefit the City and the City's inhabitants and will promote local economic development and stimulate business and commercial activity in the City;

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I DEFINITIONS'

1.01 For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

"City" and "Grantor" shall mean The City of Celina, Texas, or those areas outside of the corporate limits which are subject to the imposition of sales and use taxes under a Strategic Partnership Agreement executed pursuant to Chapter 43 of the Texas Local Government Code.

"Company" shall mean Horizon Homes, LLC

"Commencement Date" shall mean October 1, 2017.

"Effective Date" shall mean October 1, 2017.

"Direct Payment Permit" also referred to herein as a "Texas Direct Payment Permit" shall mean that permit issued by the State of Texas authorizing Company to self-assess and pay applicable state and local use taxes directly to the State of Texas related to selected portions of Company's taxable purchases. Texas Rule 3.288 of the Texas Administrative Code defines the requirements and responsibilities of Texas Direct Payment Permit holders along with any amendments, permutations, or recodifications of such Code or Rules whether renaming such permits or otherwise modifying such provisions.

"Event of Bankruptcy or Insolvency" shall mean the dissolution or termination (other than a dissolution or termination by reason of a party merging with an affiliate) of a party's existence as a going business, insolvency, appointment of receiver for any part of a party's property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against a party and in the event such proceeding is not voluntarily commenced by the party, such proceeding is not dismissed within ninety (90) business days after the filing thereof.

"Force Majeure" shall mean any delays due to strikes, riots, acts of God, shortages of labor or materials, war, terrorism, governmental approvals, laws, regulations, or restrictions, or any other cause of any kind whatsoever which is beyond the reasonable control of the party.

"Program" shall mean the economic incentive program established by the City pursuant to Chapter 380 of the Texas Local Government Code together with any amendments,

permutations, or recodifications of such Code provisions whether renaming such economic incentive or other modifications thereof.

"Program Grant" shall mean the periodic payments paid by the City to the Company in accordance with Section 3 of this Agreement.

"Grant Period" shall mean consecutive six (6) month periods during the term of this Agreement, except that the first Grant Period shall begin on the Effective Date and continue through and include the last day of December 2017 following the Effective Date. For illustration purposes, assume the Effective Date is October 1, 2017 then the first Grant Period would begin on October 1, 2017 and continue through and include December 31, 2017. The next Grant Period would begin on January 1, 2018 and continue through and include June 30, 2018. The final Grant Period for the initial 10-year term of the Agreement would be from July 1, 2027 and end on September 30, 2027.

"Taxable Items" shall have the same meaning assigned by Sections 151.010 and 151.0101, TEX. TAX CODE, as amended.

"Impositions" shall mean all use taxes that may be imposed by public or governmental authority on the Company or any taxable items purchased and used by Company within the City.

"Use Tax Receipts" shall mean the Grantor's receipts from the State of Texas from the collection of one percent (1%) general City use tax imposed by the City pursuant to Chapter 321 of the Texas Tax Code, attributed to the collection of use tax by Company associated with the issuance of Company's Texas Direct Payment for Taxable Items used or consumed in the City.

"Use Tax Certificate" shall mean a certificate or other statement in a form reasonably acceptable to the Grantor setting forth the Company's collection of use tax imposed by and received by the Grantor from the State of Texas, for the use of Taxable Items by Company in the City for the applicable calendar month during a Grant Period which are to be used to determine Company's eligibility for a Grant, together with such supporting documentation required herein, and as Grantor may reasonably request.

ARTICLE II TERM

2.1 Term. The term of this Agreement shall begin on the Effective Date and continue for a ten (10) year period.

2.2 This Agreement shall remain in effect until Grantor has made the Program Grants set forth in Section 3 of the Agreement, or until otherwise terminated under the provisions of this Agreement.

2.3 This Agreement may be extended for an additional period of time on terms mutually acceptable to both parties by a written agreement executed by both parties.

ARTICLE III ECONOMIC DEVELOPMENT GRANT

31 Grant. Subject to the Company's continued compliance with: (a) of all the terms and conditions of this Agreement, and *b(all of the City's codes, rules and regulations regarding the development of property within the City's corporate limits and ETJ, the Grantor agrees to provide Company with an economic development grant from lawful available funds payable as provided herein in an amount equal to 80% of the Use Tax Receipts, as previously defined herein (the "Grant"). The Grant will be paid semi-annually at the end of June and the end of December with the potential exception of the final Grant Period during the ten (10) year period following the execution of the Agreement, commencing October 1, 2017. The Grant will never include any monies the Company pays or owes to the State of Texas for any penalties for late payments, failures to report in a timely manner, and the like, related to the Use Tax Receipts.

32 Grant Payment. Grantor shall pay the Grant for the applicable Grant Period within forty-five (45) days after receipt of a Use Tax Certificate from Company following the end of each Grant Period, pursuant to Section 4.01. Company shall submit Use Tax Certificates to Grantor within thirty (30) days following the end of the applicable Grant Period, beginning with the first Grant Period. For illustration purposes, assume the first Grant Period begins on October 1, 2017 and continues through and includes December 31, 2017. Company would submit a Use Tax Certificate to Grantor for the first Grant Period by January 30, 2018 and Grantor would pay the first Grant within forty-five (45) days after receipt of the Use Tax Certificate. Further assume that the Use Tax Receipts for the first Grant Period equal Five Thousand Dollars (\$5,000.00), then the amount of the first Grant would be Four Thousand Dollars (\$4,000.00).

33 Amended Returns and Audits. In the event the Company files an amended use tax return, or report, or if additional use tax is due and owing, as a result of an audit conducted by the State of Texas that increases the Use Tax Receipts for a previous period covered within the term of this agreement, the Grant payment for the Grant Period immediately following such State approved amendment shall be adjusted accordingly, provided the Grantor must have received the Use Tax Receipts attributed to such adjustment. As a condition precedent to payment of such adjustment, Company shall provide Grantor with a copy of such amended use tax report, tax return or audit adjustment, and the approval thereof by the State of Texas.

34 Refunds. In the event the State of Texas determines that the City erroneously received Use Tax Receipts, or that the amount of use tax paid to the City exceeds the correct amount of use tax for a previous Grant paid to the Company, the Company shall, within thirty (30) days after receipt of notification thereof from the City specifying the amount by which such Grant exceeded the amount to which the Company was entitled pursuant to such State of Texas determination, pay such amount to the Grantor. The Grantor may at its option adjust the Grant payment for the Grant Period immediately following such State of Texas determination to deduct there from the amount of the overpayment. As a condition precedent to payment of such refund, the City shall provide Company with a copy of such determination by the State of Texas.

ARTICLE IV DOCUMENTATION SUPPORTING THE ECONOMIC DEVELOPMENT GRANT

The conditions contained in this Article IV are conditions precedent to the Grantor's obligation to make any Grant payment.

4.1 Use Tax Certificate. During the term of this Agreement, the Company shall within thirty (30) days after the end of each Grant Period, provide the Grantor with a Use Tax Certificate relating to Use Tax Receipts paid during the Grant Period. The Grantor shall have no duty to calculate the Use Tax Receipts or determine Company's entitlement to any Grant for a Grant Period, or pay any Grant during the term of this Agreement until such time as Company has provided the Grantor a Use Tax Certificate for such Grant Period and the Grantor has received the actual Use Tax Receipts from the State of Texas attributable to such calendar months within the Grant Period. Company shall provide such additional documentation as may be reasonably requested by Grantor to evidence, support and establish the use tax paid directly to the State of Texas pursuant to Company's Direct Payment Permit. The Use Tax Certificate for each Grant Period shall at a minimum contain, include or be accompanied by the following:

- a. A copy of all Texas Direct Payment Permit and self-assessment use tax returns and reports during the applicable Grant Period, use tax audit assessments or credits, including amended use tax returns or reports, filed by the Company during the Grant Period showing use tax paid directly to the State of Texas related to Company's operations for the Grant Period; and
- b. Information concerning any refund or credit received by the Company of use tax paid by the Company which has previously been reported by the Company as use tax paid for a previous Grant Period within the term of this agreement.

Company will provide to Grantor the Use Tax Certificates from time to time pursuant to the terms of the Agreement, which are confidential ("Confidential Information") and, except as otherwise provided herein, may not be disclosed to a third party without the Company's consent. To the extent that any disclosure of the Confidential Information may be required by law, Grantor will use reasonable efforts to inform Company of the request in sufficient time for Company to assert any objection it may have to such disclosure to an appropriate judicial or administrative body.

4.2 Grantor must have received a Use Tax Certificate for the months within the Grant Period for which payment of a Grant is requested, and Grantor must have received the actual Use Tax Receipts for all calendar months within the Grant Period.

4.3 The Company intends to issue its Texas Direct Payment Permit to specific suppliers or vendors that provide large quantities of building materials or other tangible personal property.

4.4 The Company shall provide the Grantor with a true and correct copy of its Texas Direct Payment Permit, which permit shall be kept in full force and effect throughout the term of

the Agreement.

4.5 Company or the City shall not have an uncured material breach or default of this Agreement.

ARTICLE V TERMINATION

5.1 This Agreement may be terminated upon any one of the following:

- (a) by mutual written agreement of the parties;
- (b) by Grantor or Company, respectively, if the other party defaults or breaches any of the terms or conditions of this Agreement in any material respect and such default or breach is not cured within thirty (30) days after written notice thereof by the Grantor or Company, as the case may be;

by Grantor, if any Impositions owed to the Grantor or the State of Texas by Company shall have become delinquent (provided, however, Company retains the right to timely and properly protest and contest any such Impositions);

by Grantor, if Company suffers an Event of Bankruptcy or Insolvency;

by Grantor or Company, respectively, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable; or

by Company, if the City does not pay the applicable Grant amount within 45 days of receipt of the Use Tax Receipts as required herein covered by a valid Use Tax Certificate issued by Company or fails to cure this breach within an additional 30 days and so long as the Company is not in default, or;

expiration of the term, or any subsequent renewal of the term.

The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the termination of this Agreement except for any rights, responsibilities and/or liabilities that accrued prior to such termination.

ARTICLE VI MISCELLANEOUS

6.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the parties to this agreement and their respective successors and permitted assigns. This Agreement may not be assigned without the express written consent of Grantor, which consent shall not be unreasonably withheld or delayed.

6.2 Limitation on Liability. It is understood and agreed between the parties that the Company and Grantor, in satisfying the conditions of this Agreement, have acted independently, and Grantor assumes no responsibilities or liabilities to third parties in connection with these actions. The Company agrees to indemnify and hold harmless the Grantor from all such claims, suits, and causes of actions, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever by a third party arising out of the Company's performance of the conditions under this Agreement.

6.3 No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture between the parties.

6.4 Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.5 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered sent via fax.

If intended for City, to:

Attn: Jason Laumer
Celina City Manager
142 N. Ohio St.
Celina, TX 75009

With a copy to:

Attn:

If intended for the Company:

Attn: Dan Miller
Chief Financial Officer
Horizon Homes, LLC
5601 Democracy, Suite 300
Plano, TX 75024

With a copy to:

Attn: Brad Gahm
General Counsel
Horizon Homes, LLC
5601 Democracy, Suite 300
Plano, TX 75024

6.6 Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement.

6.7 Governing Law. The laws of the State of Texas shall govern the Agreement; and this Agreement is fully performable in Celina, Collin County, Texas with exclusive venue for any action concerning this Agreement being in a court of competent jurisdiction in Collin County, Texas.

6.8 Amendment. This Agreement may only be amended by the mutual written agreement of the parties.

6.9 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.10 Recitals. The recitals to this Agreement are incorporated herein.

6.11 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument and any such counterparts shall be deemed to be incorporated herein.

6.12 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period

of time following the termination of this Agreement shall survive termination.

6.13 Sovereign Immunity. The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

6.14 Dispute Resolution. Any controversy or claim arising from or relating to this Agreement, or a breach thereof shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any party unless the institution of such legal or equitable proceeding is necessary to avoid the running of an applicable statute of limitation. The parties shall endeavor to resolve their claims by mediation. Grantor and Company shall share the costs of mediation equally. The mediation shall be held in Celina, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

[SIGNATURE PAGES FOLLOW]

Attachment: 380 Agreement with Horizon Homes_09 26 17 10-3-17 (380 Agreement- Highland Homes and Horizon Homes)

EXECUTED as of the ____ day of _____, 2017.

THE CITY OF CELINA, TEXAS

By: _____
Jason Laumer, City Manager

ATTEST:

City Secretary

By: _____

EXECUTED as of the ____ day of _____, 2017.

**HORIZON HOMES, LLC
A TEXAS LIMITED LIABILITY
CORPORATION**

By: Highland Operating Dallas, LLC
a Texas corporation

By: _____
Name: Dan Miller
Title: Chief Financial Officer

Attachment: 380 Agreement with Horizon Homes_09 26 17 10-3-17 (380 Agreement- Highland Homes and Horizon Homes)

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
CITY OF CELINA §

This instrument was acknowledged before me on the _____ day of _____, 2017
 by Jason Laumer, City Manager of The City of Celina, Texas, on behalf of said city.

Name: _____

Notary Public, State of Texas

My commission expires:

STATE OF TEXAS §
 §
CITY OF PLANO §

This instrument was acknowledged before me on the _____ day of _____, 2017 by Dan Miller, Chief Financial Officer of Highland Operating Dallas, LLC, a Texas limited liability corporation, Owner of Horizon Homes, LLC, a limited liability corporation, on behalf of said limited liability corporation.

Name: _____

Notary Public, State of Texas

My commission expires: _____

Attachment: 380 Agreement with Horizon Homes_09 26 17 10-3-17 (380 Agreement- Highland Homes and Horizon Homes)



City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Faulkner, City Secretary
CC: Jason Laumer, City Manager
Date: October 10, 2017
Re: Collin Central Appraisal District Board of Directors vote

Action Requested:

Consider and act upon a resolution of the City Council of the City of Celina, Collin County, Texas, casting ballots for the board of directors for the Central Appraisal District of Colin County in accordance with Section 6.03 (G) of the State Property Tax Code. (Terry)

Background Information:

The Mayor of the City of Richardson has reached out to the City of Celina to request support for the re-election of Wayne Mayo to the Collin Central Appraisal District Board of Directors.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Resolution

Staff Recommendation:

RESOLUTION NO. 2017- R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, COLLIN COUNTY, TEXAS, CASTING BALLOTS FOR THE BOARD OF DIRECTORS FOR THE CENTRAL APPRAISAL DISTRICT OF COLLIN COUNTY IN ACCORDANCE WITH SECTION 6.03 (G) OF THE STATE PROPERTY TAX CODE, AND DIRECTING THAT THE CITY SECRETARY NOTIFY INTERESTED PARTIES OF SAID ACTION.

WHEREAS, the Celina City Council is required by the State Property tax Code to cast votes for the Board of Directors of the Central Appraisal District; and

WHEREAS, said votes must be cast no later than December 15, 2017, and

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

SECTION 1: The Celina City Council casts their 10 votes for:

___Wayne Mayo___

SECTION 2: The City Secretary is hereby directed to notify all appropriate parties of this action.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA, COLLIN COUNTY, TEXAS, ON THIS 10TH DAY OF OCTOBER, 2017.

Sean Terry, Mayor

ATTEST:

Vicki Faulkner, City Secretary

Attachment: 2017- R ccadvotesresolution (CCAD board member vote)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Senior Planner
CC: Jason Laumer, City Manager
Date: October 10, 2017
Re: Light Farms Sweetwater Construction Plat

Action Requested:

Consider and act upon a Construction Plat for Light Farms Sweetwater, being a ±38.40 acre tract of land situated in the John Ragsdale Survey, Abstract No. 734, Collin County, Texas, generally located west and north of Light Farms Way, east of Dallas Parkway, and south of CR 51, containing 179 residential lots and 5 open space lots. (Light Farms Sweetwater Construction Plat) (Rodriguez)

Background Information:

Staff has reviewed the proposed Construction Plat for Light Farms Sweetwater and determined that the outstanding comments can be addressed prior to scheduling a pre-construction meeting.

Board Review/Citizen Input:

The Planning & Zoning Commission unanimously approved the Construction Plat at the September 19, 2017 meeting.

Alternatives:

n/a

Financial Considerations:

n/a

Legal Review:

n/a

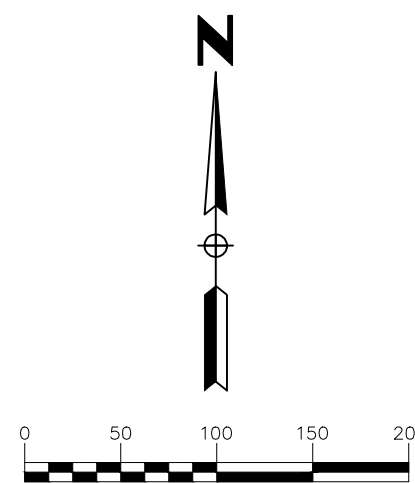
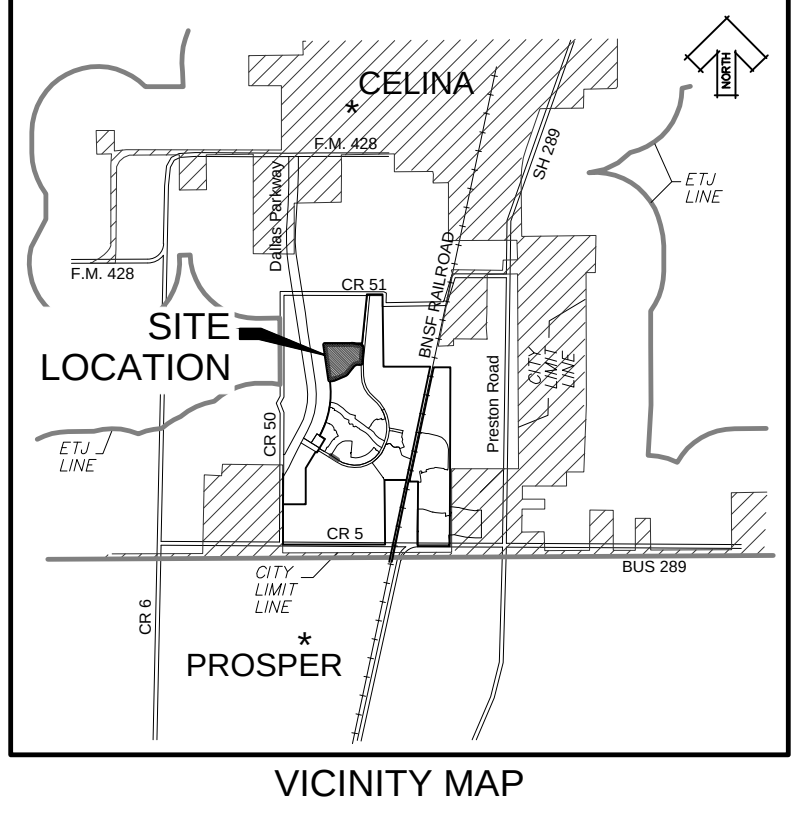
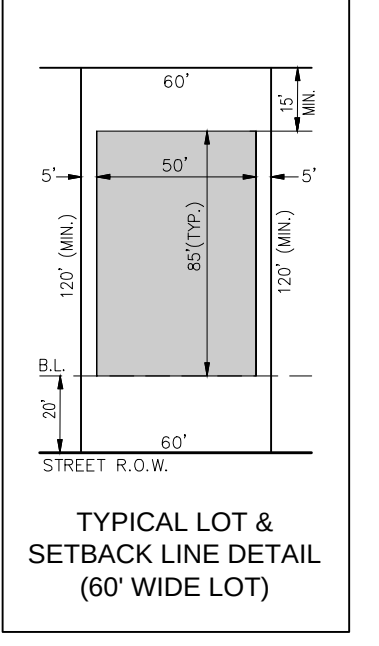
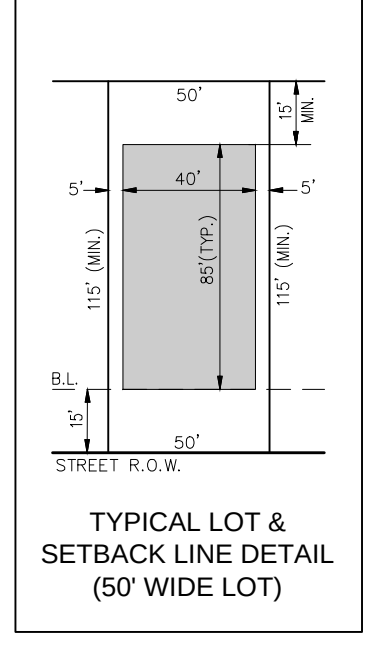
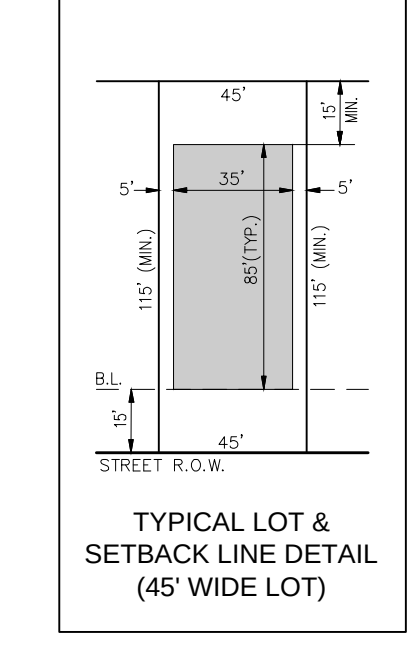
Supporting Documents:

Plat Exhibit

Staff Recommendation:

Staff recommends approval pending all outstanding comments are addressed prior to scheduling a pre-construction meeting.

DWG: h:\proj\01300574 - Light Farms Harrow10 CADD & BMD\dwg\SWEETWATER_CONST_PLAT.dwg USER: hnguyen DATE: Sep 21, 2017 9:27am XREFS: LF-MASTER-BASE SWEETWATER_BASE SWEETWATER_PLAY BD SWEETWATER_EX-CONT LF-MASTER-UTI sweetwtr-exdv



BASIS OF BEARING: THE BEARINGS SHOWN ARE ON N.A.D. 1983, TIED TO TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, NORTH CENTRAL TEXAS ZONE (4202)

- LEGEND**
- IRF — IRON ROD FOUND
 - IRF (H2) — 5/8" IRON ROD FOUND WITH PLASTIC CAP STAMPED "HUITT-ZOLLARS"
 - IRS — 5/8" IRON ROD SET W/ "HUITT-ZOLLARS" CAP
 - MIN. F.F. — MINIMUM FINISH FLOOR
 - WME — WALL MAINTENANCE EASEMENT
 - UE — UTILITY EASEMENT
 - B.L. — BUILDING LINE
 - DENOTES STREET NAME CHANGE
 - O.P.R.C.C.T. — OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
 - P.R.C.C.T. — PLAT RECORDS, COLLIN COUNTY, TEXAS
 - EASEMENT TO BE ABANDONED BY THIS PLAT

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 04°53'56" W	110.00'
L2	S 02°59'23" W	150.09'
L3	S 04°53'56" W	116.75'
L4	S 00°38'07" E	115.68'
L5	N 89°27'32" E	117.76'
L6	N 81°23'34" E	30.48'
L7	N 70°11'03" E	54.36'
L8	N 81°23'34" E	25.00'
L9	N 52°36'59" W	7.76'
L10	N 04°53'56" E	25.00'
L11	N 04°53'56" E	24.93'
L12	S 56°48'01" E	25.00'
L13	S 25°11'09" W	47.14'
L14	N 59°12'42" W	20.17'

CURVE TABLE				
CURVE	DELTA	RADIUS	CH BEARING	CHORD
C1	5°32'04"	2050.00'	S 2°07'55" W	197.94'
C2	8°03'58"	400.00'	N 85°25'33" E	56.27'
C3	14°25'30"	800.00'	S 83°19'43" E	200.88'
C4	8°03'58"	1475.00'	N 85°25'33" E	207.46'
C5	5°43'55"	400.00'	S 87°40'30" E	40.00'
C6	5°43'55"	400.00'	S 87°40'31" E	40.00'
C7	5°26'24"	2000.00'	S 87°49'16" E	189.82'
C8	8°03'58"	600.00'	N 85°25'33" E	84.40'
C9	8°03'58"	500.00'	N 85°25'33" E	70.39'
C10	4°27'21"	400.00'	N 67°57'22" E	31.10'
C11	28°20'40"	350.00'	N 51°33'21" E	171.39'
C12	24°35'49"	250.00'	N 49°40'56" E	106.50'
C13	11°12'31"	250.00'	N 14°12'42" W	48.83'
C14	15°39'53"	350.00'	N 16°26'22" W	95.39'
C15	44°00'33"	200.00'	N 30°36'42" W	149.87'
C16	8°03'58"	350.00'	N 4°34'27" W	49.23'
C17	24°34'52"	600.00'	N 12°49'54" W	255.44'
C18	32°06'38"	150.00'	N 17°08'41" E	82.97'
C19	3°48'35"	300.00'	N 2°59'39" E	19.94'
C20	8°59'05"	300.00'	N 9°23'29" E	47.00'
C21	28°13'41"	50.00'	N 69°11'00" E	63.20'
C22	49°48'18"	20.50'	N 5°05'12" E	17.26'
C23	6°06'36"	275.00'	S 11°39'44" E	29.31'
C24	93°19'56"	50.00'	S 76°06'35" W	72.74'
C25	73°23'54"	20.00'	S 68°05'31" W	23.90'
C26	40°00'22"	20.00'	N 83°52'51" E	13.68'
C27	93°28'53"	50.00'	N 32°51'25" W	72.83'
C28	93°10'12"	15.50'	N 47°40'27" E	22.52'
C29	207°16'33"	50.00'	S 43°09'44" E	97.18'
C30	83°17'37"	20.00'	S 20°20'02" W	26.58'
C31	46°34'03"	30.00'	S 85°15'52" W	23.72'
C32	109°28'37"	50.00'	N 53°48'35" E	81.65'
C33	51°48'23"	15.50'	S 45°43'09" E	13.54'
C34	90°00'00"	15.00'	S 45°32'28" E	21.21'
C35	90°00'00"	15.00'	N 44°27'32" E	21.21'
C36	98°59'05"	15.00'	S 35°36'31" E	22.81'
C37	82°05'37"	15.00'	N 21°52'41" E	21.49'

CONSTRUCTION PLAT
**LIGHT FARMS
SWEETWATER NEIGHBORHOOD**
CONTAINING
179 RESIDENTIAL LOTS, 5 OPEN SPACES
TOTALING 38.40 ACRES
SITUATED IN THE
JOHN RAGSDALE SURVEY, ABST. No. 734
COLLIN COUNTY, TEXAS

OWNER

LFC DEVCO SWEETWATER, LLC
8401 NORTH CENTRAL EXPRESSWAY, SUITE 350, DALLAS, TX 75225
TEL. 214-292-3410 FAX. 214-292-3411
CONTACT: TONY RUGGERI

PREPARED BY:

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

AUGUST, 2017

SHEET 1 OF 2

- NOTES:
- SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW, AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
 - THE OWNERSHIP, CARE AND MAINTENANCE OF ALL COMMON AREA LOTS 1-X, 2-X, 3-X, 4-X & 5-X IS THE RESPONSIBILITY OF THE H.O.A.
 - FOR LOTS 40, 50, OR 60' WIDE WITH J-DRIVE, FRONT YARD SETBACK MAY BE REDUCED BY FIVE (5) FEET.
 - ALL LOT CORNERS WILL BE SET UPON COMPLETION OF CONSTRUCTION USING A 5/8 INCH REBAR WITH A YELLOW PLASTIC CAP STAMPED "HUITT-ZOLLARS" IN AREAS WHERE IT IS NOT PHYSICALLY POSSIBLE TO SET REBAR, AN X CUT OR P.K. NAIL WILL BE UTILIZED. THE CENTERLINE OF THE STREET RIGHT-OF-WAY WILL BE MONUMENTED WITH A SCRIBED "X" IN CONCRETE AT P.C.'S, P.T.'S AND INTERSECTION POINTS.
 - THE HOMEOWNER'S ASSOCIATION SHALL BE SOLELY RESPONSIBLE FOR THE MAINTENANCE OF THE STORM WATER SYSTEM AND STORM DRAINAGE SYSTEM ON PRIVATE PROPERTY. HOMEOWNER'S ASSOCIATION SHALL FURTHER HOLD THE CITY OF CELINA HARMLESS FROM ANY DAMAGES TO PERSONS, TO THE OWNER'S LOT OR ANY LOT ARISING FROM SUCH MAINTENANCE RESPONSIBILITY. THE DRAINAGE EASEMENT SHOWN HEREUNDER SHALL NOT CREATE ANY AFFIRMATIVE DUTY TO THE CITY TO REPAIR, MAINTAIN OR CORRECT ANY CONDITION THAT EXISTS OR OCCURS DUE TO THE NATURAL FLOW OF STORM WATER RUNOFF, INCLUDING BUT NOT LIMITED TO, STORM WATER OVERFLOW, EROSION AND SLOUGHING, LOSS OF VEGETATION AND TREES, SUBSIDENCE, AND INTERFERENCE WITH STRUCTURES. THE CITY RETAINS THE RIGHT TO ENTER UPON THESE EASEMENTS FOR PUBLIC PURPOSES.

Attachment: SWEETWATER_CONST_PLAT-SHEET 01 (Light Farms Sweetwater Construction Plat)

CAD FILE PATH: h:\proj\01300574 - Light Farms Harrow10 CADD & BMD\dwg\SWEETWATER_CONST_PLAT.dwg



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Robyn Miga, Planner
 CC: Jason Laumer, City Manager
 Date: October 10, 2017
 Re: Wellspring Phase 1 Final Plat

Action Requested:

Consider and act upon a Final Plat for Wellspring Phase 1, being a ± 43.710 acre tract of land situated in the Coleman Watson Survey, Abstract No. 945, City of Celina, Collin County, Texas, generally located north of Frontier Parkway, west of FM 2478, east of CR 84, and south of Choate Parkway, containing 129 residential lots and 4 HOA lots. (Wellspring Phase 1 Final Plat) (Rodriguez)

Background Information:

Staff has reviewed the proposed Final Plat and determined that it meets requirements, however, the plat will not be filed until final acceptance.

Board Review/Citizen Input:

The Planning & Zoning Commission unanimously approved the Final Plat at the September 19, 2017 meeting.

Alternatives:

n/a

Financial Considerations:

n/a

Legal Review:

n/a

Supporting Documents:

Plat Exhibit

Staff Recommendation:

Staff recommends approval as presented, however, the Final Plat will not be filed until final acceptance.

LEGAL DESCRIPTION

WHEREAS, SUNSHINE DEVELOPMENT GROUP, LTD., is the owner of a tract of land situated in the Coleman Watson Survey, Abstract No. 945, Collin County, Texas and being part of a 112.274 acre tract as described in Document No. 20150731000953760, in the Deed Records of Collin County, Texas, being more particularly described as follows:

BEGINNING, at a 1/2 inch iron rod found at the southeast corner of said 112.274 acre tract, being in the north line of F.M. 1461 (Variable R.O.W.);

THENCE, North 88°48'21" West, along the north line of said F.M. 1461 and the south line of said 112.274 acre tract, for a distance of 29.56 feet, to a 1/2 inch iron rod found;

THENCE, North 89°20'52" West, continuing along said lines, for a distance of 1836.76 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.", at the southwest corner of said 112.274 acre tract

THENCE, North 02°54'32" East, departing the north line of said F.M. 1461 and along the west line of said 112.274 acre tract, for a distance of 136.88 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, North 32°24'58" West, continuing along said west line, for a distance of 288.40 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, North 18°12'48" West, continuing along said west line, for a distance of 32.45 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, North 51°37'58" East, departing said west line, for a distance of 328.44 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, North 86°35'14" East, for a distance of 107.70 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, South 03°24'46" East, for a distance of 87.81 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, South 32°55'20" East, for a distance of 131.83 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, South 71°18'25" East, for a distance of 111.78 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, North 89°13'52" East, for a distance of 118.64 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, North 42°45'15" East, for a distance of 229.86 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, North 00°49'37" West, for a distance of 323.34 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, North 14°17'49" East, for a distance of 234.90 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, North 24°34'08" East, for a distance of 110.29 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.", on a non-tangent curve to the left, having a radius of 850.00 feet, a central angle of 04°37'08", and a tangent of 34.28 feet;

THENCE, along said curve to the left for an arc distance of 68.52 feet (Chord Bearing South 61°26'10" East - 68.50 feet), to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, North 26°15'16" East, for a distance of 50.00 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.", on a non-tangent curve to the left, having a radius of 800.00 feet, a central angle of 02°45'29", and a tangent of 19.03 feet;

THENCE, along said curve to the left for an arc distance of 38.04 feet (Chord Bearing South 65°06'29" East - 38.04 feet), to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, North 23°31'47" East, for a distance of 130.00 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, South 66°58'53" East, for a distance of 11.95 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.", at the point of curvature of a curve to the left, having a radius of 670.00 feet, a central angle of 21°51'19", and a tangent of 129.36 feet;

THENCE, along said curve to the left for an arc distance of 255.57 feet (Chord Bearing South 78°25'13" East - 254.02 feet), to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.", at the point of tangency;

THENCE, South 89°20'52" East, for a distance of 711.22 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.", in the east line of said 112.274 acre tract;

THENCE, South 01°40'24" West, along said east line, for a distance of 1285.30 feet, to the POINT OF BEGINNING and containing 43.710 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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

The undersigned does hereby covenant and agree that the access easement may be utilized by any person or the general public for ingress and egress to and from the property for Fire Department and emergency use in, along, upon and across said premises, with the right and privilege at all times of the City of Celina, its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across said premises.

The area or areas shown on this plat as "VAM" (Visibility, Access and Maintenance Easement(s)) are hereby given and granted to the city, its successors and assigns, as an easement to provide visibility, right of access for maintenance upon and across said VAM Easement. The city shall have the right but not the obligation to maintain any and all landscaping within the VAM Easement. Should the city exercise this maintenance right, then it shall be permitted to remove and dispose of any and all landscaping improvements, including without limitation, any trees, shrubs, flowers, ground cover and fixtures.

The city may withdraw maintenance of the VAM Easement at any time. The ultimate maintenance responsibility for the VAM Easement shall rest with the owners. No building, fence, shrub, tree or other improvements or growths, which in any way may endanger or interfere with the visibility, shall be constructed in, on, over, or across the VAM Easement. The city shall also have the right but not the obligation to add any landscape improvements to the VAM Easement, to erect any traffic control devices or signs on the VAM Easement and to remove any obstruction thereon. The city, its successors, assigns, or agents shall have the right and privilege at all times to enter upon the VAM Easement or any part thereof for the purposes and with all rights and privileges set forth herein.

This plat is hereby adopted by the Owners and approved by the City of Celina (Colled "City") subject to the following conditions which upon the Owners, their heirs, grantees, successors and assigns: The portion of LOT 1X BLOCK H as shown on the plat is called "Drainage Easement". The Drainage Easement within the limits of this addition, will remain accessible at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by or adjacent to the Drainage Easement and shall not be responsible for the maintenance and operation of said Easement or for any damage to private property or person that results from conditions in the Easement, or for the control of erosion. No construction of any type of building, fence or any other structure within the Drainage Easement, as herein above defined shall be permitted, unless approved by the City Engineer. Provided, however, it is understood that in the event it becomes necessary for the City to erect or consider erecting any type of drainage structure in order to improve the storm drainage that may be occasioned by drainage in or adjacent to the subdivision, then in such event the city shall have the right to enter upon the Drainage Easement at any point, or points, to investigate, survey or to erect, construct and maintain any drainage facility deemed necessary for drainage purposes. Each property owner shall keep the Drainage Easement clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water and the city shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions which may occur. The natural drainage through the Drainage Easement is subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. The City shall not be held liable for any damages of any nature resulting from the failure of any structure or structures, within the easement.

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

WITNESS, my hand this _____ day of _____, 2017.

SUNSHINE DEVELOPMENT GROUP, LTD.

BY: _____

Authorized Signature of Owner

STATE OF TEXAS

COUNTY OF _____

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

Given under my seal of office, this _____ day of _____, 2017.

Notary Public in and for the State of Texas

My Commission Expires On: _____

CURVE TABLE

CURVE NO. DELTA RADIUS LENGTH TANGENT CHORD BEARING

1. 29°34'54" 225.00' 116.17' 59.41' 114.88' N15°30'17"E

2. 14°07'42" 225.00' 55.48' 27.88' 55.34' S28°13'52"E

3. 14°29'37" 225.00' 56.92' 28.61' 56.76' N08°55'13"E

4. 21°38'14" 250.00' 94.41' 47.77' 93.85' N78°31'45"W

5. 28°30'29" 100.00' 49.76' 25.40' 49.24' N13°36'07"W

6. 16°37'24" 100.00' 29.03' 14.62' 28.93' N19°03'22"W

7. 23°50'22" 250.00' 147.65' 76.05' 145.52' N17°34'19"E

8. 22°06'58" 275.00' 106.15' 53.74' 105.49' N23°26'01"E

9. 11°43'24" 275.00' 56.27' 28.23' 56.17' N06°30'50"E

10. 11°43'24" 250.00' 51.15' 25.67' 51.06' N83°29'10"W

11. 23°55'00" 500.00' 208.71' 105.90' 207.20' N12°36'38"E

12. 23°55'00" 345.00' 142.97' 73.07' 142.97' N12°36'38"E

13. 01°41'07" 825.00' 24.27' 12.14' 24.27' N64°35'18"W

14. 23°55'00" 825.00' 344.38' 174.73' 341.88' S77°23'22"E

15. 164°45'40" 50.00' 143.78' 99.12' 143.78' S43°50'14"E

16. 28°30'29" 100.00' 49.76' 25.40' 49.24' N14°54'23"E

WELLSPRINGS ESTATES

Block A Block B Block D Block E Block F

Lot SF Lot SF Lot SF Lot SF Lot SF Lot SF Lot SF

1 9334 1 10688 1 9142 1 9142 1 9050

2 9360 2 9100 2 7800 2 7800 2 7800

3 9360 3 9100 3 7800 3 7800 3 7800

4 9360 4 9100 4 7800 4 7800 4 7800

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10 9360 10 9100 10 7800 10 7800 10 7800

11 9360 11 9100 11 7800 11 7800 11 7800

12 9360 12 9100 12 7800 12 7872 13 9050

13X 34700 13 9100 13 7800 13 8369 Block G

14X 2055 14 10541 14 7800 14 11098 Lot SF

Block C Lot SF Lot SF Lot SF Lot SF Lot SF Lot SF

1 10350 17 7800 17 7800 17 11033 3 7800

2 9750 18 7800 18 7800 18 11097 4 8103

3 9750 19 7800 19 7800 19 8815 5 8308

4 9750 20 7800 20 7800 20 8355 6 8308

5 9750 21 7800 21 7800 21 7981 7 8308

6 9119 22 7800 22 7800 22 7800 8 8308

7 9781 23 7800 23 7800 23 7800 Block H

8 14655 24 7800 24 7800 24 7800 9 7800

9X 4516 25 7800 25 7800 25 7800 1X 388402

10 10350 17 7800 17 7800 17 11033 3 7800

2 9750 18 7800 18 7800 18 11097 4 8103

3 9750 19 7800 19 7800 19 8815 5 8308

4 9750 20 7800 20 7800 20 8355 6 8308

5 9750 21 7800 21 7800 21 7981 7 8308

6 9119 22 7800 22 7800 22 7800 8 8308

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10 10350 17 7800 17 7800 17 11033 3 7800

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5 9750 21 7800 21 7800 21 7981 7 8308

6 9119 22 7800 22 7800 22 7800 8 8308

7 9781 23 7800 23 7800 23 7800 Block H

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10 10350 17 7800 17 7800 17 11033 3 7800

2 9750 18 7800 18 7800 18 11097 4 8103

3 9750 19 7800 19 7800 19 8815 5 8308

4 9750 20 7800 20 7800 20 8355 6 8308

5 9750 21 7800 21 7800 21 7981 7 8308

6 9119 22 7800 22 7800 22 7800 8 8308

7 9781 23 7800 23 7800 23 7800 Block H

8 14655 24 7800 24 7800 24 7800 9 7800

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10 10350 17 7800 17 7800 17 11033 3 7800

2 9750 18 7800 18 7800 18 11097 4 8103

3 9750 19 7800 19 7800 19 8815 5 8308

4 9750 20 7800 20 7800 20 8355 6 8308

5 9750 21 7800 21 7800 21 7981 7 8308

6 9119 22 7800 22 7800 22 7800 8 8308

7 9781 23 7800 23 7800 23 7800 Block H

8 14655 24 7800 24 7800 24 7800 9 7800

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10 10350 17 7800 17 7800 17 11033 3 7800

2 9750 18 7800 18 7800 18 11097 4 8103

3 9750 19 7800 19 7800 19 8815 5 8308

4 9750 20 7800 20 7800 20 8355 6 8308

5 9750 21 7800 21 7800 21 7981 7 8308

6 9119 22 7800 22 7800 22 7800 8 8308

7 9781 23 7800 23 7800 23 7800 Block H

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10 10350 17 7800 17 7800 17 11033 3 7800

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3 9750 19 7800 19 7800 19 8815 5 8308

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Police Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Tony Griggs, Chief
CC: Jason Laumer, City Manager
Date: October 10, 2017
Re: Article 4.07 Alarm Systems Ordinance

Action Requested:

Consider and act upon a proposed amendment to the Code of Ordinances, Chapter 4: Business Regulations; Article 4.07, Alarm Systems, to amend the City's Alarm ordinance. (Griggs)

Background Information:

This action amends the Alarm Systems ordinance.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Initial and annual permit fee changed to \$35.00 residential and \$100.00 commercial.

Legal Review:

Reviewed as to form by the City Attorney.

Supporting Documents:

Amended Ordinance Article 4.07 Alarm Systems

Staff Recommendation:

**CITY OF CELINA, TEXAS
ORDINANCE**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CELINA CODE OF ORDINANCES CHAPTER 4 BUSINESS REGULATIONS ARTICLE 4.07 ALARM SYSTEMS TO REGULATE BURGLAR, ROBBERY, FIRE, MEDICAL EMERGENCY ASSISTANCE, PANIC ALARMS AND PERSONS ENGAGED IN RELAYING ALARM NOTIFICATIONS; PROVIDING FOR THE ISSUANCE AND REVOCATION OF PERMITS AND FOR THE ESTABLISHMENT OF PERMIT FEES; PROVIDING AN APPEAL PROCEDURE FOR DENIAL OR REVOCATION OF A PERMIT; PROVIDING FOR THE ENFORCEMENT OF SUCH REGULATIONS; PROVIDING FOR A SERVICE CHARGE FEE FOR FALSE ALARMS; ALLOWING FOR RESPONSE TERMINATION BY CITY POLICE AND FIRE DEPARTMENTS IN THE EVENT OF NONCOMPLIANCE WITH THIS ORDINANCE; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FINDINGS; PROVIDING FOR AMENDMENTS; PROVIDING FOR A CUMULATIVE REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PENALTY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a home rule municipality located in Collin County and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code, the Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, The City Council of the City of Celina, Texas (“City Council”) has investigated into and determined that it would be advantageous and beneficial to the citizens of the City of Celina, Texas (“Celina” or “City”) to revise certain regulations regarding alarm systems; and

WHEREAS, the City council further finds that it is in the best interest of the citizens of the City to: (1) regulate burglar, robbery, fire, emergency medical assistance and panic alarms; (2) regulate those persons engaged in relaying alarm notification installed and maintained by citizens and businesses in Celina; (3) require permits and permit fees for such alarms; (4) require service fee charges for false alarms; (5) establish duties for alarm administrator, alarm users and alarm companies; (6) allow permit revocation and response termination by the City of Celina Police and Fire Departments; (7) provide for the enforcement of these regulations; and (8) provide for penalties for the violation of this Ordinance as set forth below; and

WHEREAS, the City has further investigated and determined that it is in the best interest of the City and its citizens to amend the Code of Ordinances as set forth below.

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

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2
FINDINGS

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety and welfare.

SECTION 3
AMENDMENTS

3.01 That the Celina Code of Ordinances, Chapter 4: Business Regulations; Article 4.07: Alarm Systems is hereby amended to read as follows:

ARTICLE 4.07 ALARM SYSTEMS

Sec. 4.07.001: Definitions.

The following definitions shall apply in the interpretation and enforcement of this Ordinance and shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

ACT OF GOD means an extraordinary interruption by natural causes (such as flood, earthquake, or severe weather) of the usual course of events that experience, foresight, or care cannot reasonably foresee or prevent.

ALARM ADMINISTRATOR MEANS a Person or Persons designated by the Chief of Police to administer, control, and review False Alarm reduction efforts and administer the provisions of this Ordinance including the Alarm Administrator's authorized designee.

ALARM COMPANY means any person who is in the business to sell, install, service, or monitor an Alarm System located at an Alarm Site.

ALARM DISPATCH REQUEST means a notification to the Communications Center that an alarm, whether manual or automatic, has been activated for a particular Alarm Site.

ALARM PERMIT OR PERMIT means a certificate, license, permit, registration, or other form of permission from the Alarm Administrator that authorizes a person to operate an Alarm System at an Alarm Site.

ALARM SITE means a single fixed premise or location served by an Alarm System or systems that is under the control of one owner or tenant. Each unit if served by a separate Alarm System in a multi-unit building or complex shall be considered a separate Alarm Site and is further defined by the following categories:

- (1) *Residential site* means a single family residence and each residential unit of a multi-family unit building which is served by an Alarm System.
- (2) *Commercial site* means every premise or location where any business activity is regularly conducted and which is served by an Alarm System. For any business within the premises that is served by a separate Alarm System, shall be considered a separate Alarm Site.
- (3) *Education site* means every premise or location of a public or private school and their administrative offices.
- (4) *Governmental site* means every premise or location of any federal, state, county, or local government office.

ALARM SYSTEM means a device or system that transmits or relays a signal intended to summon emergency services for the City. Alarm system does not include:

- (1) An alarm installed on a vehicle unless the vehicle is used for habitation at a permanent site;
- (2) An alarm designed to alert only the inhabitants of a premises; nor
- (3) An alarm installed upon premises occupied by the City.

ALARM USER means any Person who has contracted for monitoring, repair, installation, or maintenance services from an Alarm Company for an Alarm system, or a Person who owns or operates an Alarm System that is not monitored, maintained, or repaired under contract with an Alarm Company.

ALARM USER AWARENESS TRAINING means in-person or online training conducted for the purpose of educating Alarm Users about the responsible use, operation, and maintenance of Alarm Sites and Systems and the problems created by False Alarms.

ARMING STATION means a device that allows control of an Alarm System.

ANSI STANDARD means the American National Standards Institute, an independent organization that approves standards that have been through an approval process and are accepted as a standard.

AUTOMATIC VOICE DIALER means any electrical, electronic, mechanical, or other device capable of being programmed to send a prerecorded voice message, when activated, over a telephone line, radio, or other communication system to the Communications Center requesting dispatch to an Alarm Site.

BURGLAR ALARM NOTIFICATION means the notification intended to summon the police, which is initiated or triggered manually or by an Alarm System designed to respond to a situation characteristic of an unauthorized intrusion.

CANCELLATION means the process where the Public Safety Response is terminated when an Alarm Company notifies the Communications prior to the Public Safety response arrival at the Alarm Site.

COMMUNICATIONS CENTER means the applicable Public Safety Response dispatch center.

CONVERSION means the transaction or process by which one Alarm Company begins monitoring an Alarm System previously monitored by another Alarm Company.

CP-01 ANSI/SIA CONTROL PANEL STANDARD means an alarm control panel that is listed and approved by Underwriters Laboratories as compliant with the standard.

DAY(S) means calendar days.

DIRECTOR means The Chief of Police or Fire Chief of Celina, or his/her authorized representative.

ECV means the ANSI/CSAA CS-V-01 Standard for the telephonic verification of intrusion alarms.

EMERGENCY MEDICAL ASSISTANCE ALARM means an Alarm System which summons emergency medical assistance.

FALSE ALARM OR FALSE ALARM NOTIFICATION means an alarm notification to summon a Public Safety Response and there is no evidence of a need for a Public Safety Response.

FALSE BURGLAR ALARM NOTIFICATION means a burglar alarm notification to the police, and when the responding police officer finds no evidence of unauthorized intrusion or attempted unauthorized intrusion.

FALSE EMERGENCY MEDICAL ASSISTANCE ALARM NOTIFICATION means an emergency medical assistance alarm notification to the communications center and responding public safety personnel find there is no evidence of a need for medical assistance.

FALSE FIRE ALARM NOTIFICATION means a fire alarm notification to the fire department, and the responding fire personnel find no evidence of fire.

FALSE PANIC ALARM NOTIFICATION means an emergency alarm notification has been made to the communications center, and the responding public safety personnel find no evidence or circumstances requiring an emergency response.

FALSE ROBBERY ALARM NOTIFICATION means a Robbery Alarm Notification to the police, and the responding police officer finds no evidence of a robbery.

FALSE ALARM NOTIFICATION means a notification to summon the fire department initiated or triggered by smoke or fire, fire sprinkler activation or other situations that are characteristic of a fire.

LATE FEE means the fee charged for failing to pay the original fee owed for a False Alarm, permit renewal fee, or other allowable fee that is not paid on time. The Late Fee is in addition to the amount originally owed.

PANIC ALARM NOTIFICATION is an emergency alarm notification that is manually triggered and relayed to the Communications Center for the purpose of summoning a public safety response.

PERMIT HOLDER means a person issued an Alarm Permit.

PERSON means an individual, corporation, partnership, association, organization or other entity.

PUBLIC SAFETY RESPONSE means a response by City of Celina Police, Fire, and/or Emergency Medical Services personnel

RESPONDER means an individual capable of reaching the Alarm Site within thirty (30) minutes and has access to the Alarm Site, including the code, and is able to disarm the False Alarm, and to authorize repairs to the Alarm System.

ROBBERY ALARM NOTIFICATION means a silent Alarm System signal generated by the entry of a designated code into an Arming Station in order to signal that the Alarm User is being forced to turn of the Alarm System and requires a law enforcement response. It also includes a silent alarm generated by the manual activation of a device to signal a robbery in progress or immediately after it occurred.

TAKEOVER means the transaction or process which an Alarm User takes control of an existing Alarm System that was previously controlled by another Alarm User.

VERIFY means an attempt by the Alarm Company to contact the Alarm Site or Alarm User by telephone, including text message, whether or not the actual contact is made.

Sec. 4.07.002 Permit and Fee Required: Application, Duration, Renewal and Transferability

(a) **Permit Required.** Any person owning or operating an Alarm System must apply for a permit within thirty (30) days of installation of the Alarm System. A person commits an offense if a person fails to apply for a permit within thirty (30) days after installation of the Alarm System and/or if a person thereafter operates or causes to be operated an Alarm System without a valid permit issued pursuant to the Alarm Administrator in accordance with this Ordinance and the Alarm Administrator is processing the permit application.

(b) **Fees.**

(1) An annual, nonrefundable fee of Thirty-Five Dollars (\$35.00) is required for each residential Alarm Permit or renewal of a permit. The annual nonrefundable fee for each commercial permit is One hundred Dollars (\$100.00), including renewal of permit.

(2) A permit is valid for a period of twelve (12) months from the date of issuance. Permits must be renewed within ten (10) days of the expiration of the previously issued permit. An updated application and registration renewal fee must be submitted for renewal.

(3) Governmental and public educational sites are exempt from all permit fees, false alarm charges, service fees and fines that are assessed under this Ordinance as long as the entity has a valid alarm permit, but shall comply with all other requirements of this Ordinance.

(c) Late Fee for Renewal. A failure to renew within the ten day period shall incur a late fee of Twenty-Five Dollars (\$25.00) for each Alarm System that was not renewed in the applicable period.

(d) Authority for City to Enter and Deactivate Alarm. Application for a Permit under the provisions of this Section constitutes a grant of approval to the City to deactivate an Alarm System that sounds an alarm signal for longer than thirty (30) minutes after being notified, including entry onto and into the premises of the Alarm site for this purpose. The right of entry includes a waiver of any damages incurred to the premises or the Alarm system as a result of this access and deactivation.

(e) Permit Requirements. Each permit application must contain the following information and be complete, true and accurate in its entirety:

(1) Name, address, and telephone number(s) of the Permit Holder who will be responsible for the proper maintenance and operation of the Alarm System and payment of fees assessed under this Ordinance; The mailing address if different than the address of the Permit Holder or the Alarm Site;

(2) The classification of the Alarm Site as either residential or commercial including the building number and the apartment number;

(3) For each Alarm System located at the Alarm Site, the classification of the Alarm System (i.e. Burglary, Robbery, Panic, Alarms or other) and for each classification, whether such alarm is audible or silent;

(4) Any dangerous, hazardous, or special conditions present at the Alarm Site;

(5) The name and telephone number of the Alarm Company that has agreed to receive calls for the permitted Alarm System, if applicable;

(6) Provide at least two (2) names of Responders and their telephone numbers who are able to receive notification of an Alarm System activation and respond to the Alarm Site within thirty (30) minutes of being notified with a key or other means of access to the premises and, if needed, can deactivate the Alarm system. Preference should be given to the use of cellular phone numbers as back up contact to the primary Alarm Site number; or

(7) Signed certification from the Alarm User that includes the following:

a. The date of the installation, conversion, or takeover of the Alarm System;

b. The name, address, and telephone number of the Alarm Installation Company or companies performing the installation, conversion, or takeover.

c. The name, address and telephone number of the Alarm Company that performs the monitoring service if different than (b) above.

d. That a set of written operating instructions for the Alarm System that include guidelines on how to avoid False Alarms, have been left with the applicant by the Alarm Company;

e. That the applicant has been trained by the Alarm Company in the proper use of the Alarm System, including instructions on how to avoid False Alarms;

f. That in consideration for the ability to have an Alarm Permit, the applicant is authorized to and grants the City of Celina the right to enter onto the Alarm Site, including the right to enter into a residence or building for the purpose of disarming a False Alarm if the Alarm User or Responder is not present or is unable to deactivate the False Alarm. The right of entry includes a waiver of any damage s incurred to the premises or the Alarm System. as a result of this access and deactivation; and

g. Any other information required by the Alarm Administrator that is necessary for the enforcement of this Ordinance.

(8) A Celina resident who has a valid permit that is more than sixty (60) days from expiration may transfer said permit to a new location within Celina.

(9) Upon receipt of a completed Alarm Permit application and the Alarm Permit fee including any past due fees, penalties and fines, the Alarm Administrator shall register the applicant and issue a permit number unless the applicant has:

a. Failed to pay a fine, penalty or fee assessed under this Ordinance;

b. Had an Alarm Permit for the Alarm Site suspended or revoked, and the violation that resulted in a suspension or revocation has not been corrected; or

c. Made any false statement or misrepresentation of a material fact for the purpose of obtaining an Alarm Permit or renewal, or while making a change thereto.

Sec. 4.07.003 Revocation of Permit

(a) The Alarm administrator may revoke or refuse to renew an Alarm System Permit for failure to meet the standards and requirements set out in this Ordinance.

(b) The Alarm Administrator may revoke or refuse to renew an Alarm Permit if the Alarm Administrator determines, in his/her sole discretion, that the Alarm System in question has a history of unreliability, which unreliability shall be presumed upon the occurrence, in the immediately preceding twelve (12) month period, of:

(1) Eight (8) false burglar alarms;

(2) Five (5) false robbery alarms;

(3) Five (5) false fire alarms;

(4) Five (5) false medical emergency assistance alarms; or

- (5) Five (5) false panic alarms.
- (c) The Alarm Administrator may revoke a permit for a false robbery alarm activated by a single action, non-recessed button.
- (d) A revoked permit may be reissued upon the payment of a Twenty-Five (\$25.00) reinstatement fee upon:
 - (1) Determination by the Alarm Administrator that the applicant has made a sufficient showing that he conditions which caused the false alarms have been corrected and that the Alarm System is likely to be maintained and operated in a responsible manner in accordance with the provisions of this Ordinance;
 - (2) Payment of all outstanding fees, penalties and fines; and
 - (3) If required by the Alarm Administrator, a certification from an Alarm Company, stating that the Alarm System at the Alarm Site has been repaired or adjusted in a manner to attempt to eliminate false alarms and describes the actions that occurred to make that certification, and that the Alarm User has been made aware of the issues that resulted or may result in False Alarms, including but not the impact of pets, home decorations, changes in the environment, need to train Responders who have access to the premises by providing the Responders the code(s) to deactivate the Alarm System and passwords to identify the Responders to the Alarm Company in an alarm situation.
- (e) A person may appeal a revocation or refusal to renew a permit in accordance with the procedures set forth in Section 4.07.004.
- (f) A person commits an offense if he operates an Alarm System after the Alarm Administrator revokes or refuses to issue or renew a permit for that Alarm System.

Sec. 4.07.004 Appeal from Denial, Revocation or Non-Renewal of a Permit

- (a) If the Alarm Administrator refuses to issue or renew a permit, or revokes a permit, the Alarm Administrator shall send to the applicant or Permit Holder by notification, written or electronic notice, of the Alarm Administrator's decision and a statement of the right to an appeal. The applicant or Permit Holder may appeal the decision of the Alarm Administrator to the Director by filing with the Director a written request for a hearing, setting forth the reasons for the appeal, within (10) calendar days after the receipt of the notice from the Alarm Administrator. The filing of a request for an appeal hearing is not made within the ten (10) day period, the action of the Alarm Administrator is final. An Alarm Permit holder with an existing permit, must have thirty days/ notice before the non-renewal is effective.
- (b) The Director shall serve as hearing officer at an appeal hearing AND CONSIDER EVIDENCE OFFERED BY ANY INTERESTED PERSON. The formal rules of evidence do not apply at any appeal hearing and the Director shall make his/her final decision on the basis of the preponderance of the evidence presented at the hearing. The Director must render a decision within thirty (30) days after the request for an appeal hearing is filed. The Director shall affirm, reverse, modify the action of the Alarm Administrator, and his decision is final.

Sec. 4.07.005 Other Types of Alarms

(a) It shall be unlawful for a person to install or maintain an Alarm System that summons a Public Safety Response from Celina for the purpose of eliciting responses to burglaries, robberies, fires, panic or medical emergencies unless specifically authorized by this Ordinance.

(b) If innovations in Alarm Systems or other types of alarm devices adversely affect emergency services in the City, The Director may promulgate other rules and regulations in order to protect the City's emergency services.

Sec. 4.07.006 False Alarm and Service Charges

(a) If False Alarm Notifications are received for an Alarm Site, the Alarm Administrator shall assess the Permit Holder in control of that Alarm Site a fee for False Alarms emitted from the Alarm Site in the following amounts:

(1) Fifty Dollars (\$50.00) if the Alarm Site has had more than three (3), but less than six (6) False Burglar Alarm Notifications in the immediately preceding twelve (12) month period;

(2) Seventy-Five Dollars (\$75.00) if the Alarm Site has had more than five (5), but less than eight (8) False Burglar Alarm Notifications in the, immediately preceding twelve (12) month period;

(3) One Hundred Dollars (\$100.00) if the Alarm Site has had eight (8) or more False Burglar Alarm Notifications in the immediately preceding twelve (12) month period;

(4) If, within any twelve (12) month period, two (2) False Robbery Alarm Notifications are emitted from an Alarm Site, the Alarm Administrator shall assess the Permit Holder in control of that Alarm Site a fee for each subsequent False Robbery Alarm Notification emitted from the Alarm Site. The fee for each False Robbery Alarm Notification under this subsection shall be Seventy-Five Dollars (\$75.00);

(5) If, within any twelve (12) month period, two (2) False Fire Alarm Notifications are emitted from an Alarm Site, the Alarm Administrator shall assess the Permit Holder in control on that Alarm Site a fee for each subsequent False Fire Alarm Notification emitted from the Alarm Site. The fee for each False Fire Alarm Notification under this subsection shall be Seventy-Five Dollars (\$75.00);

(6) If, within any twelve (12) month period, two (2) False Panic Alarm Notifications are emitted from an Alarm Site, the Alarm Administrator shall asses the Permit Holder in control of that Alarm Site a fee for each subsequent False Panic Alarm Notification emitted from the Alarm Site. The fee for each False Panic Alarm Notification under this subsection shall be Seventy-Five Dollars (\$75.00); or

(7) If, within any twelve (12) month period, two (2) False Emergency Medical Assistance Alarm Notifications are emitted from an Alarm Site, the Alarm Administrator shall assess the Permit Holder in control of that Alarm site a fee for each subsequent False Emergency Medical Assistance Alarm Notification emitted from the Alarm Site. The fee for each False Medical Emergency Alarm Notification under this subsection shall be Seventy-Five Dollars (\$75.00).

(b) If the Permit Holder or Responder fails to respond to the scene within thirty (30) minutes to reset the Alarm system and provide access to the Alarm Site, the Alarm System may be silenced by authorized City

personnel and a fee of Fifty Dollars (\$50.00), in addition to the actual expenses incurred in securing the Alarm Site, will be charged to the Permit Holder. All costs of the City in disabling such an Alarm System shall be assessed to the Permit Holder of the Alarm Site and shall be paid to the City within (30) days after the Permit Holder has received notice that he costs have been assessed.

(c) If a Public Safety Response takes longer than thirty (30) minutes to respond to the Alarm Dispatch Request or Cancellation is received by the Communication Center before the arrival of Public Safety Response personnel to the Alarm site, no False Alarm fee shall be assessed.

(d) A Permit Holder shall pay a fee assessed under this Section within thirty (30) days after receipt of notice that it has been assessed. A failure to pay the fee within thirty (30) days will result in an additional ten (10) percent late fee. Failure of the Permit Holder to pay the assessed fee and any applicable late fee will result in the Permit being revoked.

(e) All persons assessed a fee shall have a right to appeal the same using the process set forth in Section 4.07.004 of this Ordinance. A right to appeal will be included in the notice of the fee.

(f) The Permit Holder will be exempt from any fees charged for a False Alarm Notification which is later shown to have been in the Alarm Administrator's sole determination, justified or which was due to a natural or manmade catastrophe or other situation specifically exempted by the Director.

(g) For the purposes of this Ordinance, a Permit Holder shall be considered to be in control of the Alarm site for all purposes and at all times, regardless of whether the Permit Holder is physically present when an alarm is activated and regardless of whether the Alarm Dispatch is activated by a third person, including but not limited to, another resident of the premises, a family member, a service worker, a guest or an invitee, unless the third party is a trespasser of the Alarm Site.

(h) Alarm Permit Holders for governmental or public education sites are exempt from the payment of false alarm fees.

Sec. 4.07.007 Unlawful Reporting of Alarm Signals

(a) It is unlawful for an Alarm Permit Holder to report alarm signals through a relaying intermediary that:

(1) Does not meet the requirement of this Ordinance and any rules and regulation promulgated by the Alarm Administrator; or

(2) Is not licensed by the Texas Board of Private Investigators and Private Security Agencies except for a personal emergency response alarm system that does not include a burglar or fire system.

(b) A person commits an offense if the person operates any Alarm System without having a valid permit for the Alarm system and shall be subject to a penalty of Forty Dollars (\$40.00) per false alarm while unpermitted. Each and every day a violation continues shall constitute a separate offense. This provision does not apply to a person operating a personal emergency response system that is not part of a combination of a burglar or fire Alarm System.

Sec. 4.07.008 Offense for Improper Alarm System Operation and Maintenance

(a) It is unlawful for an Alarm User to:

- (1) Fail to cause an adjustment to be made to the sensory mechanism of his/her Alarm system in order to suppress false indications of force so that the Alarm System will not be activated by impulses due to:
 - a. Transient pressure changes in water pipes;
 - b. Flashes of light;
 - c. Wind noise caused by the rattling or vibrating of doors or windows;
 - d. Vehicular noise adjacent to the installation; or
 - e. Other forces unrelated to actual emergencies.
- (2) Fail to maintain the premises containing an Alarm System in a manner that ensures proper operation for the Alarm System;
- (3) Fail to comply with the Texas State law and install only Underwriters Listed CP-01 Alarm Control Panels on all new installations and service replacements;
- (4) Allow an inside sounder to be installed at the Alarm Site;
- (5) To utilize an Automatic Voice Dialer for purposes of notifying the Communications Center of an alarm except for panic alarms; or
- (6) Operate an Alarm System that is manually initiated at an arming station without a double action trigger. A double action trigger includes but is not limited to, any of the following:
 - a. Simultaneous depression of two (2) buttons, where if either of the buttons have multiple functions, the two (2) buttons are non-adjacent.
 - b. Depression of a single button after lifting the cover that normally protects it if the cover protects only emergency function buttons.
 - c. Depression of a single button for at least two (2) seconds.

Sec. 4.07.009 Duties of the Alarm User

(a) An Alarm User shall:

- (1) Operate the Alarm Site and the Alarm System in a manner that minimizes or eliminates False Alarms;
- (2) Make every reasonable effort to have the Responder to the Alarm Site within thirty (30) minutes when requested by the Communications Center in order to:

- a. Deactivate the alarm;
- b. Provide access to the Alarm Site and Alarm System;
- c. Provide alternative security to the Alarm Site.
- d. Not activate an Alarm System for any reason other than an occurrence of an event that the Alarm System was designed to report.
- e. Adjust the mechanism of an inside sounder so that the alarm will sound for no longer than ten (10) minutes
- f. Maintain a written set of operating instructions for each Alarm system at the Alarm Site.
- g. Upon reasonable notification, allow the Alarm Administrator or his designee to inspect the Alarm Site and Alarm System of the Permit Holder.
- h. Not use a Robbery Alarm Notification that is a single action, non-recessed button.
- i. Inform the Alarm Administrator in writing of any changes that alter information listed on the permit application within five (5) business days of the change. No fee will be assessed for such changes

Sec. 4.07.010 Duties of Alarm Company

- (a) All Alarm Companies shall be licensed through the Texas Department of Public Safety Private Security bureau as required by the Texas Occupation Code, Chapter 1702, as amended.
- (b) An Alarm Company shall:
 - (1) Confirm with the Alarm Administrator that a valid Alarm Permit has been issued by Celina for an Alarm Site before performing any Alarm System conversion at the Alarm Site.
 - (2) Send a certification to the Alarm Administrator within thirty (30) days of performing or causing the performance of an Alarm System installation or Conversion. The certificate must state:
 - (a) The date of installation or conversion of the Alarm System, whichever is applicable;
 - (b) The name, address, telephone number and current state license number of the Alarm Company providing the Alarm System installation or conversion;
 - (c) The name, address, telephone number and current state license number of the Alarm Company providing monitoring for the Alarm System if different from the Alarm Company under contract to provide installation or conversion for the Alarm System;

- (d) That a complete set of written operating instructions for the Alarm System, including, without limitation, written guidelines on how to avoid false alarms has been left with the applicant; or
 - (e) That the Alarm Company has trained the applicant in the proper use of the Alarm system, including, without limitation instructions on how to avoid, and through their Alarm Company, how to cancel false alarms.
- (3) Send notification of an alarm to the City by the means currently specified by the Alarm Administrator;
 - (4) Communicate Alarm Dispatch requests and Cancellations to the Communication Center in a manner determined by the Alarm Administrator;
 - (5) Communicate any available information (permit number, north, south, front, back, floor, etc.) about the premises on all alarm signals related to the Alarm Dispatch request;
 - (6) Communicate the type of alarm activation (silent, audible, interior or perimeter);
 - (7) After making an Alarm Dispatch request, promptly advise the Communications Center if the Alarm Company is aware that the Alarm User and/or Responder is on the way to the Alarm Site;
 - (8) Contact the Alarm User or Responder within twenty-four (24) hours via mail, email, fax, telephone or other electronic means when an Alarm Dispatch Request is made;
 - (9) Report alarms signals and dispatch requests by using telephone numbers designated by the Alarm Administrator; and
 - (10) Before requesting an Alarm Dispatch Request to an alarm signal, verify every alarm signal, except a panic, robbery, fire or emergency medical alarm activation, by making a minimum of two (2) telephone calls to two (2) separate phone numbers per ANSI/CSAA C-V-01 Standard for the telephone verification of alarm signals.
- (c) An Alarm Company shall not install an Automatic Voice Dialer as part of an Alarm System unless it is limited to Panic Alarm Notifications.

Sec. 4.07.011 Duty to Maintain and Provide Records

- (a) Upon the effective date of this Ordinance, an Alarm Company shall:
 - (1) Maintain for a period of one (1) year from the date of the Alarm Dispatch Request, records relation to Alarm Dispatch Requests. That include the name, address and telephone number of the Alarm User and evidence that demonstrates attempts to Verify. The Alarm Administrator may request copies of the records of the individually named Alarm Users located in Celina. If the request is made within sixty (60) days of an Alarm Request Dispatch, the Alarm Company shall furnish the requested records within three (3) business days of receipt of the request.
 - (2) Provide the Alarm Administrator with the names and telephone numbers of the Alarm User's Responders maintained by the Alarm Company for that Alarm User at the time of the Alarm

Dispatch Request or within a reasonable time thereafter, not to exceed forty-eight (48) hours, if the Communication Center requests that information.

Sec. 4.07.012 Offenses for Alarm Companies

A person commits an offense if he engages in the business of relaying the alarm notifications in Celina without complying fully with this Ordinance. This shall not apply to installation or activation of a personal emergency response system, as defined by Texas Occupation Code, Section 1702.331, as amended.

Sec. 4.07.013 Duties and Authority of the Alarm User

(a) The Alarm Administrator shall establish a procedure for notification to the Alarm User of a False Alarm. The notice shall include the following information:

- (1) Date and time of Public Safety Response;
- (2) Identification number of the public safety person; and
- (3) A statement advising the Alarm User to ensure that the Alarm System is properly operated, inspected and serviced in order to avoid False Alarm and Resulting fees and fines.

(b) The Alarm Administrator may implement an Alarm User Awareness Class

(c) The Alarm Administrator may require an Alarm User to remove a Robbery Alarm that is a single action, non-recessed button, if a false alarm has occurred.

Sec. 4.07.014 Direct Alarm Reporting

It shall be unlawful for any person or business to operate or energize an Alarm System or an alarm device which activates an automatic dialing device that sends a signal to the Communications Center.

Sec. 4.07.015 Intentional Activation Unlawful

It shall be unlawful for any person to intentionally activate or cause to be activated any Alarm system for other than its intended purpose and with the intent of causing a Public Safety Response.

Sec. 4.07.016 Confidentiality

To the extent allowed by law, all information contained in and gathered through the alarm registration applications, records relating to the alarm dispatch requests, and applications for appeals are confidential and shall be held in confidence by all employees or representatives of the City of Celina and by any third-party administrator or employees of a third-party administrator with access to such information. This provision shall not prevent an Alarm Company from receiving confirmation from Celina that an Alarm Permit has been issued for an Alarm Site.

Sec. 4.07.017 Termination of Response

- (a) Responses from the police and fire departments may be terminated to non-permitted Alarm Sites after notification to the owner or last known Permit holder of the Alarm site has been made by regular and certified mail, return receipt requested.
- (b) Responses will not be terminated because of excessive false burglar notifications to a Residential Alarm Site as long as a valid permit exists and all fees are paid in full.

Sec. 4.07.018 Government Immunity

The issuance of an Alarm Permit and/or the provisions set forth in this Ordinance are not intended to, nor do they create a contract, duty or obligation, either expressed or implied, of a response by the City. Any and all liability and consequential damage resulting from the failure to respond to a notification is hereby disclaimed and governmental immunity as provided by law is retained. By applying for an Alarm Permit, the Permit Holder acknowledges that law enforcement, fire, and/or emergency medical response may be influenced by factors such as, among other things: availability, priority of calls, weather conditions, traffic conditions, emergency conditions and staffing levels and that an Alarm Permit is not a guarantee of any Public Safety Response at any time. Notwithstanding the above, the City may discontinue service to an Alarm Site for the failure to pay false alarm fees.

Sec. 4.07.019 Violations of Ordinance Misdemeanor

- (a) Any person who violates this Ordinance shall be, upon conviction deemed guilty of a misdemeanor and fined an amount not to excess of Five Hundred Dollars (\$500.00) unless a lesser maximum amount has been provided for in this Ordinance. Each day of violation continues shall constitute a separate offense.
- (b) A person commits an offense if he violates by commission or omission any provision of this Ordinance that imposes upon him/her a duty or responsibility.
- (c) In addition to prohibiting or requiring certain conduct of individuals, it is the intent of this Ordinance to hold a corporation, partnership, association or other entity criminally responsible for acts or omissions performed by an agent acting on behalf of the corporation, partnership, association, or entity and within the scope of the agent's employment or authority."

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

SECTION 4 **CUMULATIVE REPEALER**

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

this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 5 **SAVINGS**

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of this provision of any other ordinance affecting the City's Code of Ordinances, regarding alarm systems, which have secured at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 6 **SEVERABILITY**

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

SECTION 7 **PUBLICATION CLAUSE**

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date Clause of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 8 **ENGROSSMENT AND ENROLLMENT**

The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive Caption in the minutes of the City Council and by filing this Ordinance in the Ordinance records of the City.

SECTION 9
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this ____ day of October 2017.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

Lance Vanzant, City Attorney
City of Celina, Texas

Attachment: Article 4.07 Alarm Systems_09.07.17 Review from Lance Ready for Council 2 (Alarm Systems Ordinance)



Police Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Tony Griggs, Chief
CC: Jason Laumer, City Manager
Date: October 10, 2017
Re: Contract for False Alarm Billing and Tracking Services.

Action Requested:

Consider and act to authorize the City Manager to execute a contract between the City of Celina and Public Safety Corporation on a revenue percentage sharing basis for false alarm tracking and billing services. (Griggs)

Background Information:

This action allows the City Manager to execute a two year contract with Public Safety Corporation for the alarm tracking and associated billing services required in compliance with the City's Alarm ordinance.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

The contract details services provided to the City on a revenue percentage sharing basis. A two year early termination fee of \$12,000 is detailed in the contract.

Legal Review:

Reviewed for from by the City Attorney.

Supporting Documents:

Contract between the City of Celina and Public Safety Corporation.

Staff Recommendation:

CONTRACT FOR FALSE ALARM BILLING AND TRACKING SERVICES

THIS CONTRACT FOR FALSE ALARM TRACKING AND BILLING SERVICES ("Contract") made and entered into this _____ day of _____, 2017, by and between the **City of Celina**, a municipal corporation of the State of Texas, 142 N. Ohio Street, Celina, Texas 75009, ("CELINA" or "CITY") and **Public Safety Corporation**, ("CONTRACTOR"), a corporation of the State of Florida with its principal administrative offices located at 103 Paul Mellon Court, Waldorf, Maryland, 20602.

WITNESSETH:

Whereas, the CELINA City Council enacted ordinances related to alarm systems and false alarms titled Alarm Systems Ordinance Article 4.07 dated 09/07/2017, as of this date ("Alarm Ordinance"), as amended; and

Whereas, in its implementation of the Alarm Ordinance, CELINA is authorized to engage a third-party CONTRACTOR to assist the CITY in the enforcement of the Alarm Ordinance so that persons and organizations that use alarm systems can be held accountable for false alarms through a system of fees and penalties; and

Whereas, the CONTRACTOR created and markets the proprietary and patented (U.S. Patent No. 6,856,246) software system called CryWolf® ("Software"), an integrated suite of software applications operating in a Windows-based environment, designed to assist false alarm reduction managers and planners in government agencies and industry in accessing information relevant to false alarms, and which has been developed at CONTRACTOR's private expense for the commercial marketplace and is not in the public domain; and

Whereas, CELINA desires to engage the CONTRACTOR to provide the full service false alarm solution ("Services") described in Attachment A; and

Whereas, the CONTRACTOR desires to accept such engagement.

Now, Therefore, the parties agree as follows:

1. Term.

The term of this Contract shall commence upon the date it is signed by both parties (the "Effective Date") and shall continue for a period of two (2) years following the date the CONTRACTOR begins tracking and billing for false alarms. This contract shall automatically renew for additional one year periods unless either CELINA notifies the CONTRACTOR or the CONTRACTOR notifies CELINA in writing no later than ninety (90) days prior to the expiration of the initial or any annual renewal term that the CITY or CONTRACTOR wishes to terminate this Agreement.

2. Contract Documents and Order of Precedence.

The contract documents consist of the following Attachments which are incorporated into the Contract by this reference:

A. **Attachment A**, describes the Scope of Services to be provided by the CONTRACTOR and the CITY's operational responsibilities, and Attachment B, Payment Terms.

B. The Order of Precedence shall be as follows: (1) this Contract; (2) Attachment A; and (3) Attachment B.

3. Alarm Management Scope of Services.

A. The CONTRACTOR shall provide the Alarm Management Services described in **Attachment A - Alarm Management Services**.

B. The Alarm Management Services shall assist CELINA in enforcing its Alarm Ordinance to include tracking of responsible persons (including individuals, businesses and government agencies) who use alarm systems, registering of alarm systems, billing and notification of permit and false alarm fees in accordance with the Alarm Ordinance and at the direction and under the supervision of CELINA's Alarm Administrator, maintenance of a database of persons who use alarm systems, tracking of false alarm occurrences, collection of fees, the collection and enforcement of penalties for violations, generating performance and outcome reports and assuring the availability to CELINA of timely false alarm information, all as more specifically described in **Attachment A - Alarm Management Services**.

4. Software license.

CELINA shall be licensed and authorized to use the Software and any additional specific customization and development provided as part of the Alarm Management Services described in **Attachment A**. The license shall cover all Software, including, without limitation, software interfaces and software modifications. The scope of the license is non-transferable and non-exclusive and is authorized by CONTRACTOR for use by CELINA to access its false alarm information.

5. Duration of the Software License.

CELINA shall have the right to use the Software in accordance with **Attachment A** for so long as the CONTRACTOR provides Alarm Management Services to CELINA and/or licenses the Software in accordance with the Termination provisions in this Contract. This license shall apply for the duration of the Contract and any extensions provided for herein or agreed to in writing by the parties. In the event the business relationship with CONTRACTOR is terminated or ended for any reason, CELINA's license rights to use the Software shall likewise terminate except as provided for in this Contract, including **Attachment B**.

6. Modification of the Software.

A. Modifications or adaptations of the Software shall be limited to creating or providing interfaces between the Software and CELINA's computer systems required to import or export data in order to implement the Software.

B. CELINA shall retain a nonexclusive License to use the modified and/or "customized" interfaces with the Software, provided, however, the use of the original Software with such adaptations in any projects other than the management of the Alarm Ordinance shall

be subject to additional compensation to CONTRACTOR in an amount and subject to terms to be determined by the parties in writing prior to any such additional use.

7. Protecting Confidential and Proprietary Information.

The proprietary information of both parties, CONTRACTOR and CELINA is and shall remain the valuable intellectual property of each respective party. Except as required by law, neither party shall disclose any such information to any third party for any reason without the express written consent of the other party and shall only use proprietary information for internal purposes to facilitate and assist CONTRACTOR and CITY staff in the administration of the Alarm Ordinance. In addition, the parties shall provide reasonable safeguards to protect their respective software, hardware systems and data from unauthorized intrusion by third parties. Notwithstanding, the parties recognize that the CITY is a government body subject to compliance with Texas Public Records laws.

Names, addresses, type of alarm, identification information of any alarm monitoring company, or identification information of any person cited under the Alarm Ordinance shall not be released, exhibited or sold to any third party by CONTRACTOR, except as required by law.

All data received hereunder shall be made a part of CELINA's permanent records and files and preserved therein for a period in accordance with the requirements of Texas law. CELINA will inform CONTRACTOR of the required retention time in writing at the beginning of the Contract term and, in the event these requirements change, as soon as those changes are approved by the appropriate Texas State or CITY agency.

All alarm related data maintained by the CONTRACTOR shall remain the property of the CITY. If the contract is terminated for any reason, the CONTRACTOR shall provide such data to CELINA on a timely basis in a mutually acceptable, electronic file format.

8. Reproduction and Copyright.

A. The Software is protected under the Copyright and Patent laws of the United States, and as extended by treaty, with Canada. CELINA may not copy, or allow anyone else to copy or otherwise reproduce, any part of the Software without the prior written consent of CONTRACTOR, except to store and/or install a copy of the Software on a storage device, such as a network server, used only to run the Software on other computers over an internal network and except for two copies for back-up or archive purposes.

B. CELINA may copy any CONTRACTOR provided Software as necessary to its hard disks or other such storage medium to efficiently operate the Software on CELINA single-user system, multiple-user system, or network. The Software shall be copied as a whole, and the use of the copies shall be governed by this Contract. All other copying is prohibited.

9. Limitations on the Use of the Software.

CELINA may not reverse engineer, decompile, or disassemble the Software. The Software is licensed as a single product. Its component parts may not be separated.

10. Notices of Intellectual Property Rights.

CELINA shall assure that CONTRACTOR's notices of intellectual property (e.g., patent, trademark, and copyright notices) provided by CONTRACTOR, if any, shall remain visible on the Software when displayed electronically, or when output created by it is printed for distribution to persons or organizations outside the normal scope of the Alarm Ordinance.

11. Payment.

CELINA shall pay the CONTRACTOR for the Services described, in accordance with **Attachment B** ("Payment Terms").

12. Collection of Fines.

The CITY shall support the collection of false alarm fees, fines and penalties in accordance with the Alarm Ordinances and at the direction of the Alarm Administrator. If the CITY directs CONTRACTOR to engage a third-party collection organization for delinquent amounts, the CITY shall cause the necessary legislative and administrative procedures to be enacted and/or adopted in order to delegate to the CONTRACTOR the authority to collect the delinquent fees on behalf of the CITY.

13. Confidentiality of CELINA False Alarm Data.

Any false alarm collection data provided to the CONTRACTOR during the performance of the Alarm Management Services shall be used only in a manner consistent with this Contract, and no false alarm collection data shall be disclosed without the prior written consent of CELINA. If such disclosure is compelled or required in any judicial or administrative proceeding, the CONTRACTOR shall, before disclosing such information, first notify CELINA and give CELINA an opportunity to object to the disclosure.

In the event CELINA objects to such disclosure, it shall notify the CONTRACTOR that it will indemnify it, to the extent provided by law, for any costs and expense incurred, including, without limitation, the cost of attorney fees expended in the defense of any action or proceeding, or relating to the refusal to disclose such information.

14. CELINA Responsibilities.

A. CELINA shall cooperate with and assist the CONTRACTOR by providing management decisions affecting startup or provision of the Alarm Management Services within ten (10) business days of receipt of CONTRACTOR's request for a decision, as well as providing personnel, information, approvals, and acceptances in accordance with a mutually-agreed Implementation Plan to be developed by CONTRACTOR and CELINA at the start of the Services. This Implementation Plan will define the detailed tasks and schedule necessary to achieve the following program target milestones:

- 1) Commence Services implementation activities on the Effective Date;
- 2) Begin collecting and processing alarm location information within sixty (60) days of the Effective Date; and
- 3) Begin processing false alarm activations within ninety (90) days of the Effective Date.

The Implementation Plan shall be agreed to in writing by both parties and upon execution by both parties shall be incorporated into this Contract by reference. If factors beyond the CONTRACTOR's control prevent processing of false alarms within the implementation timeline, extension of the implementation must be mutually agreed to and documented via change order.

B. CELINA shall provide the CONTRACTOR with CAD alarm incident Records, appeal records, and necessary historical, non-financial alarm registration and alarm incident information in accordance with the terms of a mutually-agreed implementation plan and in a mutually-agreed electronic format, as necessary and proper, to allow the CONTRACTOR to effectively provide the Services and enforce the Alarm Ordinance.

15. CELINA Alarm Administrator.

To facilitate effective communication between CELINA and the CONTRACTOR, and in accordance with the Alarm Ordinance, CELINA shall designate an Alarm Administrator. The Alarm Administrator shall have the power and authority to make decisions relating to the Services. A secondary Alarm Administrator will also be designated to act on behalf of the Alarm Administrator when the primary Alarm Administrator is unavailable. The primary and secondary Alarm Administrators shall be designated by CELINA. The Alarm Administrator has the authority to waive, void, or modify violation notices and the resulting fine amounts. Any such waiver, modification, or voiding will be communicated to the CONTRACTOR in a written format.

16. Resolution of Disputes.

A. *Mediation.* In the event of a dispute between the parties concerning any matter arising under this Contract, the parties shall proceed to good-faith mediation of the dispute. The mediation venue shall be Collin County, Texas. The cost of mediation shall be shared equally.

17. Termination.

A. *For Convenience.* Either party may terminate this Contract for any reason and at any time by giving at least ninety (90) days written notice to the other party of such termination and specifying the effective date thereof. If the Contract is terminated by the CITY, the CONTRACTOR shall be paid for any services already performed by sharing in the collections of all amounts billed by the CONTRACTOR through the date of termination. If the Contract is terminated by the CONTRACTOR, the CONTRACTOR shall provide an option for the CITY to transition operation of the alarm program to CITY facilities and staff using the CONTRACTOR's proprietary Software as described in Paragraph 18A.

B. *For Cause.* Either party may terminate this Contract for cause if the other party does not perform its duties or exercise its responsibilities in accordance with this Contract including the maintenance of the system of fees and fines in effect at the beginning of the Contract period. Upon an event of cause by either party (Non-performing party), the other (Claimant) party shall provide thirty (30) days prior written notice to the non-performing party that the Contract terms have not been carried out in accordance with this Contract. If the event of cause is not corrected by the Non-performing party to the reasonable satisfaction of the Claimant, the Claimant may terminate this Contract after a thirty (30) day written cure notice to the Non-performing party.

C. *Termination Within Initial Two (2) Year Period.* If this Contract is terminated by the CITY or its implementation is terminated or postponed by the CITY during the initial two (2)

year period, for any reason other than breach by the CONTRACTOR, the CONTRACTOR shall be entitled to receive a prorated share of its initial startup costs as specified in **Attachment B**, in addition to any Service fees owed the CONTRACTOR as described in Paragraph 18 – Rights upon Termination.

18. Rights upon Termination.

A. If the CONTRACTOR is entitled to terminate this Contract or the CITY chooses not to continue the Contract for its convenience, the CONTRACTOR shall offer CELINA an option, which must be exercised within thirty (30) calendar days after the Notice of Termination, to continue a conditional, uninterrupted, non-exclusive and non-transferable license to use the proprietary Software as necessary to support and administer CELINA's Alarm Ordinance conditional on the payment of one-time transitional service and ongoing annual license, maintenance and support fees at the CONTRACTOR's then prevailing rates.

B. If CELINA terminates this Contract or if the CONTRACTOR terminates for cause, CELINA, in addition to payment of false alarm collections owed to the CONTRACTOR based on the CONTRACTOR's billings through the date of termination, shall undertake good faith efforts to collect any Alarm Management Services fees and civil penalties for Ordinance violations billed, but not yet collected, as of the date of termination, in order to pay the CONTRACTOR, all amounts due the CONTRACTOR as a result of efforts engaged in by the CONTRACTOR on CELINA's behalf.

C. In the event that either party terminates this agreement, the CONTRACTOR agrees that all data collected under this agreement is part of CELINA's permanent record and that all data, including historical records under the required retention time will be provided to CELINA in an agreed upon data format within 30 days of the termination date.

19. Indemnification.

A. The CONTRACTOR shall indemnify, hold harmless, and defend CELINA, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorney's fees, arising out of or resulting, directly or indirectly, from the CONTRACTOR's (or CONTRACTOR's subcontractors, if any) performance or breach of the Contract provided that such claim, damage, loss, or expense is not caused by the negligent act or omission or willful misconduct of CELINA or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification provision shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

B. In the event that a claim is made against the CONTRACTOR, which arises out of the negligence or willful misconduct of CELINA or any of CELINA's employees, CELINA shall indemnify the CONTRACTOR to the extent CELINA is liable and authorized to do so under the law.

C. Any party seeking indemnification shall promptly notify the other party of its discovery of any matter-giving rise to a claim of indemnity. For each individual claim, the indemnifying party shall have no obligation to the other or to any third party with respect to any expenses incurred by or on behalf of the other or its assumption of control of the defense of the claim, or with respect to any compromise or settlement made, without the prior written consent of both parties.

20. Patent infringement.

The CONTRACTOR shall indemnify CELINA, its elected and appointed officials, officers, employees, agents, and successors in interest from and against all damages and expenses resulting from any infringement action brought against the CONTRACTOR, or against CELINA to the extent that any such action is predicated on the use of CONTRACTOR's software, during the term of this Contract. This Hold Harmless and Indemnification provision shall in no way be limited by any financial responsibility or insurance and shall survive termination of this contract

21. Limitation of Liability.

In no event shall either Party be liable to the other for consequential, special, or incidental damages arising out of or relating to performance and nonperformance. This limitation shall apply regardless of the form of action, whether in contract or in tort, including negligence or misrepresentation.

22. Insurance.

The CONTRACTOR shall provide and maintain in full force and effect at no additional cost to CELINA for the duration of the Contract commercial general liability insurance or comprehensive general liability insurance with a minimum limit of \$1,000,000 per occurrence for bodily injury and damage to property including contractual liability, premises/operations, products/completed operations, independent CONTRACTORS, broad form property damage, and personal injury coverage and a minimum aggregate amount of \$1,000,000 or commercial/comprehensive general liability insurance plus additional excess umbrella liability insurance to meet these limits.

The CONTRACTOR agrees that it shall add CELINA, its elected and appointed officials, officers, employees, agents, and successors in interest to the CONTRACTOR's liability insurance policies as additional insureds. The CONTRACTOR shall require its insurance carrier or agent to certify that this requirement has been satisfied on all Insurance Certificates issued under this Contract.

Before any work is initiated and before any invoices are paid for work performed under this Contract, the CONTRACTOR shall provide written proof of compliance with the above insurance requirements by delivering to:

City of Celina
Chief of Police
142 N. Ohio Street
Celina, TX 75009

a copy of a certificate or certificates of insurance completed by its insurance carrier or agent certifying that minimum insurance coverages as required above are in effect and that the

coverage will not be canceled or changed until thirty (30) days after written notice is given to the CITY. The CONTRACTOR shall maintain, update, and renew the Certificate(s) for the term of this Contract.

23. Assignment.

This Contract shall not be assigned to any third party without prior written consent, which may be withheld in the sole and absolute discretion of either party. A change in ownership of the CONTRACTOR or a purchase of the majority of assets or stock of the CONTRACTOR by another company shall not be considered an assignment of this Contract.

24. Attorney's Fees.

Should the parties or either of them employ an attorney to enforce by litigation in a court of competent jurisdiction, any of the contract provisions because of a disputed matter arising under this Contract, to assert damages for the breach of the Contract, or in order to obtain injunctive relief, then the prevailing party shall be entitled to recover reasonable attorney's fees, costs, charges, and any expenses expended or incurred.

25. Notices.

Wherever under this Contract one party is required or permitted to give notice to the other, such notice shall be deemed given when delivered in hand or when mailed, by United States mail, certified, return receipt requested, postage prepaid, and addressed as follows:

In the case of the CONTRACTOR:

Public Safety Corporation
103 Paul Mellon Court
Waldorf, Maryland 20602
Attention: Contract Administration

In the case of CELINA:

City of Celina
Chief of Police
142 N. Ohio Street
Celina, TX 75009

26. Governing Law.

The substantive laws of the State of Texas shall govern this Contract without regard to the law of conflicts. Venue shall be in the appropriate court of Collin County, Texas. Such actions shall neither be commenced in nor removed to federal court.

27. Severability.

If any provision of this Contract is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired.

28. No Waiver.

The failure by any party to exercise any right stated in this Contract shall not be deemed a waiver of the right.

29. Complete Agreement.

This Contract when signed by both parties sets forth the entire understanding of the parties as to its subject matter, conditions and obligations and may not be modified except by further written agreement.

30. Independent Contractors.

In performing the work under this Contract, the CONTRACTOR acts as an independent CONTRACTOR and is solely responsible for necessary and adequate worker's compensation insurance, personal injury and property damage insurance, as well as errors and omissions insurance. The CONTRACTOR, as an independent CONTRACTOR, is obligated to pay federal and state income tax on moneys earned. The personnel employed by the CONTRACTOR are not and shall not become employees, agents or servants of CELINA because of the performance of any work by or under the performance of this Contract.

31. Cooperative Purchases.

This Contract may be used by other government agencies. The CONTRACTOR has agreed to offer similar services to other agencies under the same terms and conditions as stated herein except that the revenue share percentage (Compensation) may be negotiated between the CONTRACTOR and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The CITY will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.

WHEREAS, the individuals representing the parties are both authorized and have executed this Contract effective as of on the date first written above.

City of Celina, Texas

By: _____

[Name and Title – please print]

Public Safety Corporation

By: _____
 [Authorized Signing Officer]

 [Name and Title – please print]

STATE OF _____
 COUNTY OF _____

Sworn and subscribed before me this _____ day of _____, 2017 by _____ as the _____ of Public Safety Corporation and who is personally known to me or produced _____ as identification and who did/did not take an oath.

NOTARY SEAL:

 Notary Public, State of _____

ATTACHMENT A

Scope of Services

Purpose

The purpose of this Scope of Services is to describe the duties and responsibilities of Public Safety Corporation ("PSC" or "CONTRACTOR"), and the CITY OF CELINA, TEXAS ("CELINA" or "CITY").

CONTRACTOR Responsibilities

PSC Responsibilities

1. At the beginning of the project, electronic conversion/import to PSC computer server(s) of any CITY alarm program records required to support the proposed CONTRACTOR services. These records may contain historical CITY alarm business, alarm system location, responsible party and other alarm data previously developed by or for CELINA. CONTRACTOR shall obtain this data directly from CELINA and relies on the CITY for the accuracy and completeness of any such historical data;
2. Update alarm business, alarm system location and responsible party information and renew permits and alarm registrations in accordance with the CITY Alarm Ordinance ("Ordinance"). Updated information may be processed by mail, electronically and / or online;
3. Register, renew and bill the registration of alarm systems in accordance with the Ordinance. Registrations and renewals may be processed by mail, telephone, electronically and / or online. Notices related to registration may be sent by email or mail based on the alarm user contact information maintained;
4. Import daily into the CONTRACTOR's CryWolf® alarm billing system, alarm incident data (in formats prescribed by PSC) extracted by the CITY from the ICS CAD System;
5. Create and host a dedicated, secure (SSL encrypted) CELINA Alarm Program website for CITY citizens and businesses to obtain false alarm reduction educational information, review alarm ordinance and appeal requirements, access and update alarm account information, and pay alarm fees online if preferred. This website may be linked by the CITY to the CITY website if desired;
6. Initialize, maintain, secure and back-up Program databases including alarm business, alarm system location and incident data; alarm-related financial transactions and accounts receivable information. PSC will comply with the provisions of the Alarm Ordinance, and update Program business rules to comply with Alarm Ordinance changes as supported by the PSC software;
7. Process false alarm incident data, including the matching of false alarm incidents with the alarm system location database maintained by PSC;
8. Bill and correspond with alarm businesses and alarm users in accordance with the Alarm Ordinance provisions. This will include but may not be limited to invoices and delinquent payment notices. A warning notice will be sent to each alarm user on the occasion of the alarm user's first false alarm immediately preceding the first chargeable alarm incident. Warning

notices may be sent by mail, email or other electronic method based on the alarm user's accepted contact method(s);

9. Provide CITY alarm users access to online information on false alarm reduction and Ordinance requirements to include an Online Alarm School.

10. Answer telephone inquiries from CITY alarm users that are placed to a false alarm program toll-free customer service number established for the CITY;

11. Process fee / penalty payments mailed to and deposited in a nearby CITY-approved bank lockbox and account, and received from other payment channels, e.g. online, as agreed on by PSC and the CITY, and apply these payments to alarm accounts;

12. Support alarm hearings and appeals by notifying the CITY of any such appeals, providing a CITY Alarm Program representative with documentation supporting noticing / billing decisions; and updating the system with the disposition of any hearing results;

13. Provide and maintain computer equipment, software, mailing equipment and furniture at PSC's Program processing facilities;

14. Provide the CITY secure (SSL encrypted), online, on-demand access to alarm management information and reports including, but not limited to, alarm account transaction history, alarm system information, and financial transactions/balances with format and content specified by the CryWolf® Alarm Management System and the designated Bank, and agreed on between the CITY and PSC; and,

15. Perform special collection functions as directed and authorized by the CITY such as retaining a third party collection agency or providing delinquent account information to other CITY agencies. To the extent permitted by local law, third-party collection fees will be added to the delinquent amounts.

PSC is responsible for all costs of carrying out these responsibilities including, but not limited to, the costs of staff, facilities, equipment, consumable supplies. Only third-party bank and credit card fees, mailing supply costs (paper and envelopes), first class postage, third party collection costs (if any), e.g. collection agency fee, and citizen overpayments, if any, will be shared by the parties through payment from gross collections before revenue sharing.

CELINA Responsibilities

1. Appointing a CITY Alarm Administrator ("Administrator") and backup administrator who will be the primary points of contact between PSC and the CITY. The Administrator(s) is responsible for overseeing PSC's operation of the False Alarm Management Services Program ("Program") and accessing Program information, as needed, via PSC provided online access;

2. Requesting or supporting PSC's requests of Alarm Companies, as needed, to provide alarm system information;

3. Making any and all decisions about alarm call response, determining whether calls are false alarms, providing any on-scene communication of alarm related information to alarm users, and for entering any alarm related information within the ICS CAD system;

4. Extracting false alarm call incident data from the ICS CAD System and transferring this data electronically to PSC (via PSC's FTP site). The data extraction format will be provided by PSC and PSC will provide the CITY additional software for automating the daily transfer of alarm incident files to PSC;
5. Scheduling, conducting and making appeal decisions for any false alarm hearings;
6. Conducting any general public education programs on false alarms; and,
7. Transferring any and all financial information from the Program generated alarm reports to other CELINA financial systems, as needed.

The CITY is responsible for all costs of carrying out the CITY's responsibilities, including, but not limited to the costs of staff, facilities, computer equipment and consumable supplies.

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ATTACHMENT B PAYMENT TERMS

1. Revenue Sharing Percentage

For the provision of all Services and technology outlined in this Contract, CONTRACTOR shall obtain payment exclusively from the revenues CONTRACTOR helps generate. There shall be no upfront systems development, licensing, conversion, equipment, travel, support or other costs. CONTRACTOR shall purchase, configure, install, and customize all systems and processes CONTRACTOR requires to provide the Services described herein. The CONTRACTOR's 1st year of Revenue Share is 40%. The 2nd year and any additional years will be 35% revenue share for CONTRACTOR.

The only amounts that shall be paid from the total collected revenue and subtracted from the total collected revenue before the revenue sharing percentages are applied are:

1. Any overpayments by alarm users to be refunded or held for application against future charges, as directed by the CITY;
2. Bank fees charged by the CITY-approved lockbox bank;
3. Correspondence mailing costs (envelopes and paper) including postage (at first class postage rates); and
4. Third-party credit card processing charges, if any.

Any certified mail requirements will be paid from the City's revenue share.

The revenue share percentages are based on several assumptions over which the CONTRACTOR has little or no control:

- The Ordinance fee and fine schedules remain at levels equal to or greater than at the Contract effective date;
- The CITY adopts a fair, but firm approach to granting appeals. Appeals and CITY waived charges are expected to reduce collections by no more than 5% annually; and
- The CITY actively supports enforcement of the Alarm Ordinance, including support of reasonable measures to collect all amounts due for violations of the Alarm Ordinance.

Revenue Share Payment Process

CITY and CONTRACTOR agree as follows:

1. All false alarm related fee collections from any payment method, including but not limited to bank lockbox and online credit card, shall be deposited, as soon as practical, in a False Alarm Bank Account ("False Alarm Account") to be established at a mutually agreeable Commercial Bank;
2. CITY and CONTRACTOR agree to maintain a positive balance of available funds ("Minimum Balance") at all times in the False Alarm Account;
3. At the beginning of each month, CONTRACTOR will reconcile the alarm related deposits for the most recent completed month and report the same to CITY. Upon CITY's approval, CITY and CONTRACTOR shall authorize and cause the issuance of electronic (ACH) transfers to CITY and to CONTRACTOR as follows:

- a . With regard to the transfer to CONTRACTOR, the amount will be calculated for CONTRACTOR based on the Revenue Share described above. That amount, not to exceed 40% for the first year and 35% for the second and additional years of the revenue collected during the preceding month, shall be transferred to a bank and account authorized by CONTRACTOR; and,
 - b . The remaining balance of the revenue collected during the preceding month of no less than 60% for the first year and 65% for the second and additional years, shall be transferred to a bank and CITY account specified by CITY.
- 4 . At the termination of this Contract, any remaining balance shall be transferred to CONTRACTOR and to CITY on the same prorata basis, e.g. 35% and 65% respectively. In addition, Contractor will continue to collect payments from the lockbox and record such payments for the City on an Excel spreadsheet which will be provided to the City on a weekly basis for 90 days. At the end of each month, for the 90-day period, Contractor will reconcile the bank statement and spreadsheet of payments after termination date and Contractor shall share those payments collected in the lockbox with the City and be compensated at 35% for those 90 days of payments collected after termination date.

Delinquent Account Terms

The parties shall define a mutually agreeable process and methods for collecting amounts due from delinquent accounts. If organizations other than the CITY and CONTRACTOR are retained to collect overdue amounts, the parties agree that the collection costs shall to the extent permitted by State of Texas law be added to the delinquent amounts owed by alarm system users or be borne by the parties on a pro-rata basis by deducting the third party collection fees from the gross third party collections before the revenue shares are calculated.

The CITY Payment Upon Early Termination (Per Paragraph 17C)

If, within the initial two (2) years of the effective date, this Contract is terminated by the CITY for convenience under 17A, or is terminated by CONTRACTOR for cause as defined in Paragraph 17B, CONTRACTOR shall be due a one-time Program Termination fee, not to exceed \$12,000.00, to reimburse CONTRACTOR for startup costs. This fee shall be in addition to any other amounts due CONTRACTOR under the Contract. The \$12,000.00 shall be amortized (reduced) on a straight-line basis (\$500 per month) over the initial two (2) year period.



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Jason Laumer, City Manager
 Date: October 10, 2017
 Re: Comprehensive Plan Amendment

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance amending the City's Code of Ordinances, the City's Comprehensive Plan, Ordinance 2013-06; to amend the City's Master Thoroughfare and Master Land Use Plan documents and exhibits. (Comprehensive Plan Amendment) (Rodriguez)

Background Information:

The City is proposing an amendment to the City's Master Land Use Plan to facilitate the creation of an industrial category. The industrial category is to facilitate the promotion of clean manufacturing developments. The Industrial category will allow for the outdoor storage of goods/materials provided that such storage is adequately screened from public view.

The City is also proposing an amendment to the City's Master Thoroughfare Plan. The amendments are to facilitate the alignment of the Collin County Outer Loop project due to the limited number of at-grade crossings under the future 500 foot thoroughfare. As well to accommodate minor variations made by current developments.

Board Review/Citizen Input:

The Planning & Zoning Commission approved the Comprehensive Plan amendment (5-1) at the September 19, 2017 meeting.

Alternatives:

n/a

Financial Considerations:

n/a

Legal Review:

The ordinance was reviewed by the City's attorney.

Supporting Documents:

Proposed Comprehensive Plan Amendments
 Proposed Thoroughfare Plan Amendments

Staff Recommendation:

Staff recommends approval as presented.



CLASS

- 4/6LD 100' ROW
- 6LD 120' ROW
- Freeway/Tollway 400' ROW
- Outer Loop 500' ROW
- 2LC 60'-80' ROW
- 4LD 90'-100' ROW
- ETJ September 2017

Type

- Commercial/Mixed Use
- Potential Transit-Oriented Development
- Regional Commercial Center

type

- Estate Mix/Suburban Mix
- Historic District
- Industrial
- Light Industrial/Mixed-Use
- Regional Activity Center
- Suburban Moderate-High Res.
- Urban Center Mixed-Use

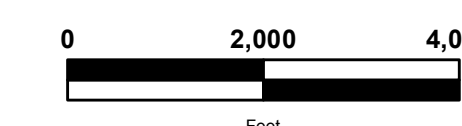
ADOPTION DATE:

April 30, 2013

AMENDMENT DATE:

April 14, 2015
XXXXXX

NOTE:
- COLLECTORS NOT SHOWN FOR CLARITY. LOCATION OF COLLECTORS TO BE DETERMINED PER CITY ORDINANCES.
- OVERLAY DISTRICTS NOT SHOW FOR CLARITY. LOCATION IS DESCRIBED WITHIN THE CONTEXT OF THE COMPREHENSIVE PLAN.
- A COMPREHENSIVE PLAN SHALL NOT CONSTITUTE ZONING REGULATIONS OR ESTABLISH ZONING DISTRICT BOUNDARIES



Disclaimer:
Every effort has been made to ensure the accuracy of data. The City of Celina assumes no liability or damages due to errors or omissions.

Celina Future Land Use Plan



- Grade Separated Crossings
- RR Grade Separated Crossings
- Outer Loop 500' ROW
- Freeway/Tollway 400' ROW
- 6LD 120' ROW*
- 4/6LD 100' ROW*
- 4LD 90' - 100' ROW**
- 2LC 60' - 80' ROW***
- Roads
- Railroads
- Counties
- Parcels
- River/Creek
- Celina City Limits
- Celina ETJ

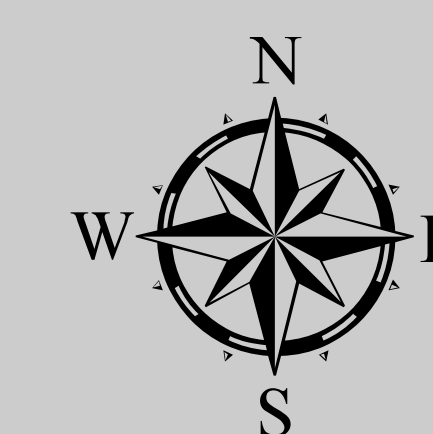
NOTES:

*MAJOR ARTERIAL: 140' OR 160' ROW AT INTERSECTIONS

**MINOR ARTERIAL: 110' OR 120' ROW AT INTERSECTIONS

***MINOR COLLECTORS: TIA REQUIRED TO DETERMINE LOCATION AND CAPACITY

COLLECTORS NOT SHOWN FOR CLARITY. LOCATION OF COLLECTORS TO BE DETERMINED BY CITY ORDINANCES.



0 1,000 2,000 4,000 6,000 8,000 Feet

THOROUGHFARE PLAN - SEPTEMBER 2017

CITY OF CELINA, TEXAS

ORDINANCE 2017-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO 2013-06, AS HERETOFORE AMENDED, THE SAME BEING THE CELINA COMPREHENSIVE PLAN AND THOROUGHFARE PLAN ORDINANCE, PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AMENDMENTS DESCRIBED IN EXHIBIT “A”; 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;

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;

WHEREAS, Chapter 213 of the Texas Local Government Code provides rules for the adoption and amendment of municipal comprehensive plans; and

WHEREAS, The City adopted the 2013 Comprehensive Plan on April 30, 2013; and

WHEREAS, The City amended the 2013 Comprehensive Plan on April 14, 2015; and

WHEREAS, The City desires to modify a portion of said Comprehensive Plan relating to land use and thoroughfares in order to make the Plan consistent with the City’s current subdivision ordinance.

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

SECTION 1
FINDINGS

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety and welfare.

SECTION 2
AMENDMENT

2.01 That Ordinance No. 2013-06 adopting the 2013 Comprehensive Plan is hereby amended by modifying the following particulars set forth in Exhibit “A” Thoroughfare plan and Exhibit “B” Future Land Use Plan.

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

SECTION 3
SAVINGS

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 the comprehensive plan 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 4 **SEVERABILITY**

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

SECTION 5 **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 6 **ENGROSSMENT AND ENROLLMENT**

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

SECTION 7
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this _____ day of _____, 2017.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

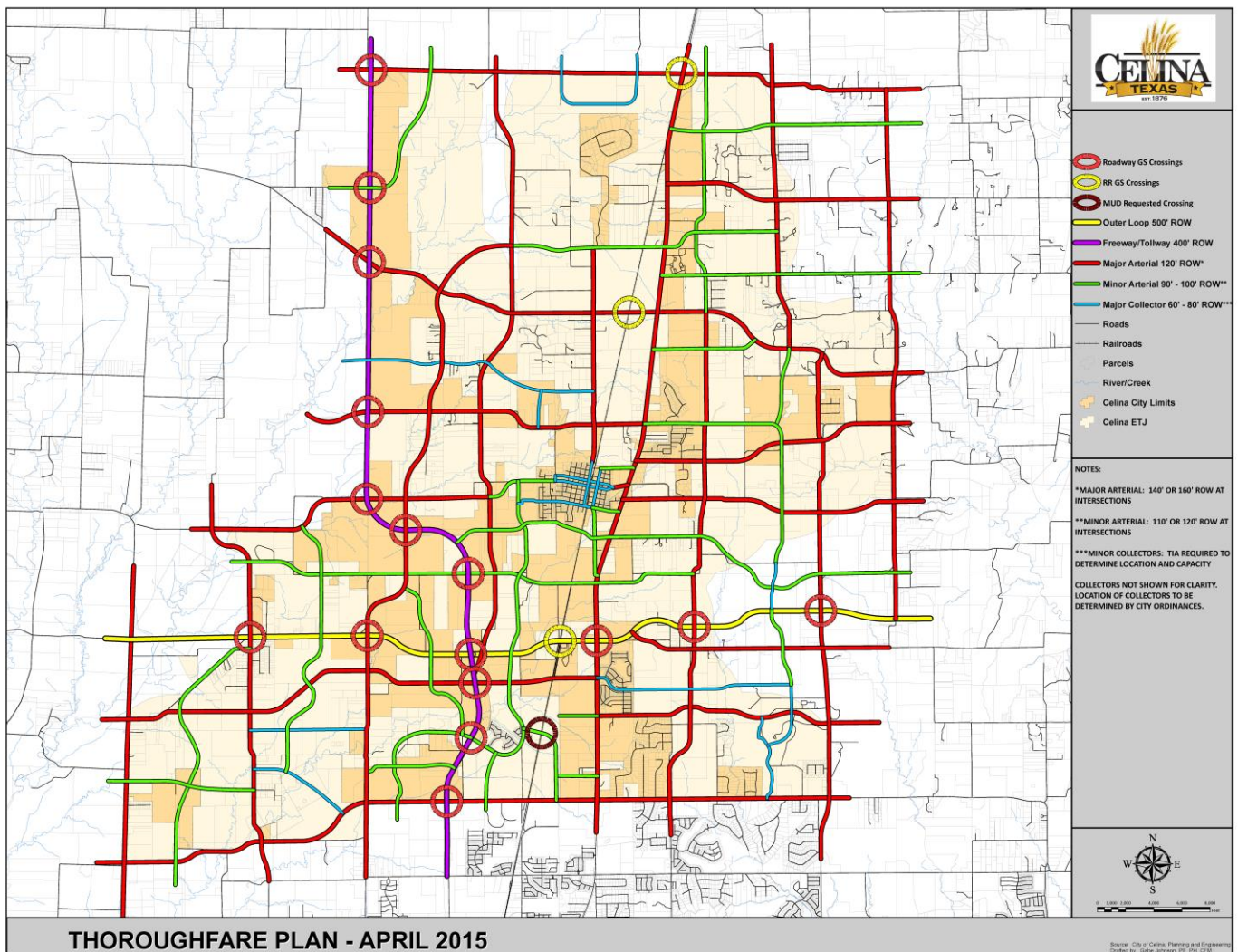
[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

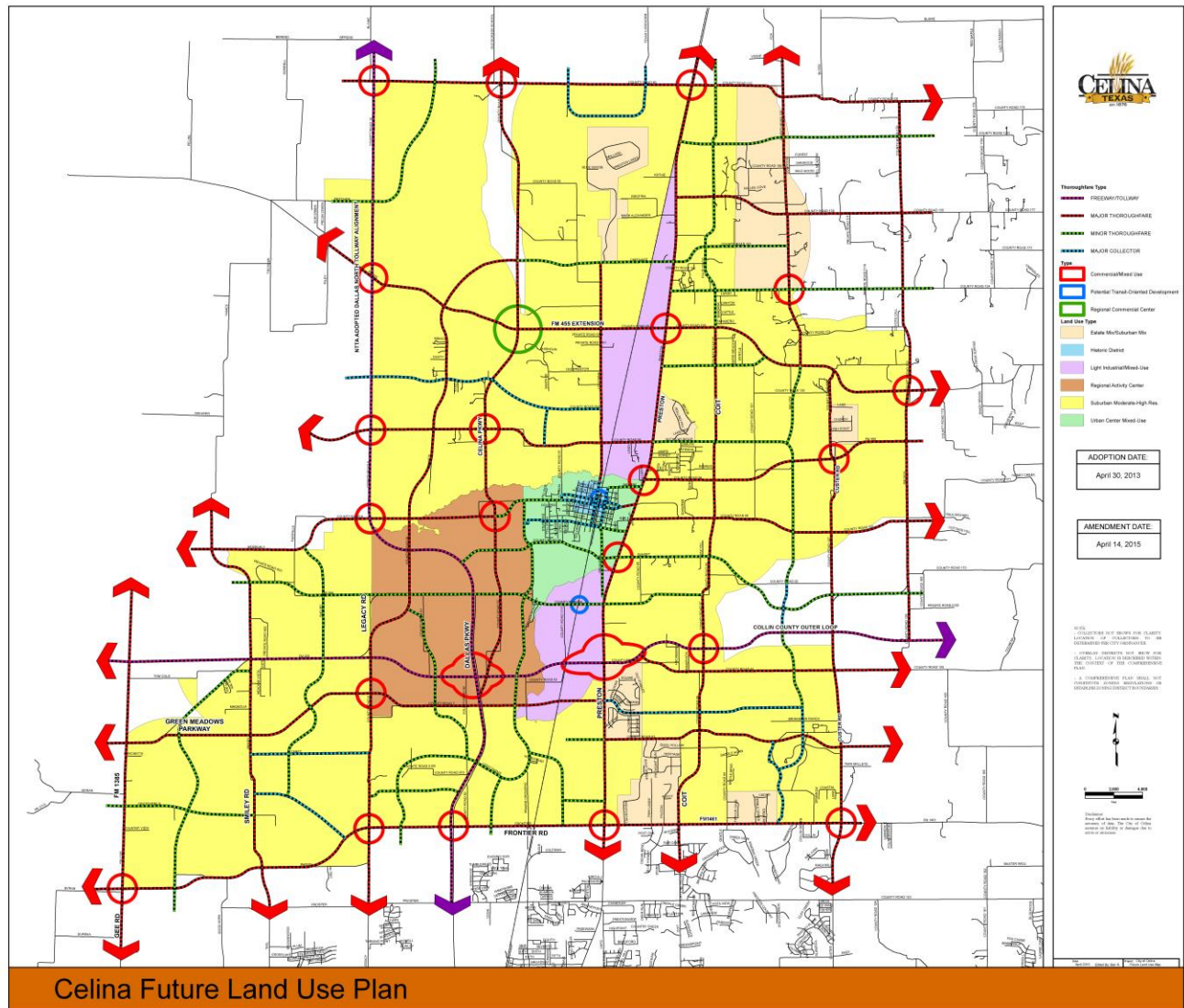
Attachment: Thoroughfare Plan Amendment Ordinance (Comprehensive Plan Amendment)

Exhibit "A" Thoroughfare Plan



Attachment: Thoroughfare Plan Amendment Ordinance (Comprehensive Plan Amendment)

Exhibit "B" Future Land Use Plan





Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Jason Laumer, City Manager
 Date: October 10, 2017
 Re: Communication Towers

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance amending the City's Code of Ordinances, Chapter 14: Zoning, Article 14.04: Use Regulations, Section 14.04.003 Communication Antennas and Support Structures. (Communications Towers) (Rodriguez)

Background Information:

Celina's current regulations require several commendable requirements for stand-alone towers such as:

- Setback from residential property;
- Screening ground equipment;
- Height limitations equal to building height or a CUP Conditional Use Permit application for a greater height;
- Encouraging collocation of carriers; and
- Allowance for antennae attached to utility structures (water towers, electrical transmission lines, etc.) located in residentially zoned properties.

Attached for reference is a chart of Staff's findings for communication towers. Staff is recommending the following for consideration:

- Stealth towers under 150 feet to be permitted by right in all non-residential zoning districts;
- All non-stealth towers shall be required to apply for a Conditional Use Permit;
- Communications towers (stand-alone) shall prohibited from being placed in residentially zoned properties and properties designated as residential on our Future Land Use Plan; and
- Communications towers in nonresidential zoned property that is adjacent to residentially zoned or designated as residential on the Future Land Use Plan shall be setback from the property boundary a distance equal to the height of the tower.

Additionally, staff is recommending additional screening requirements for communications tower facilities. Staff is recommending increasing the screening requirement to an 8 foot masonry wall incorporating a metal gate. Staff is also recommending the City's fire lane requirements to access the site within the communications tower guidelines to provide additional clarity to future applicants. Any variations to the fire lane shall be determined by the Fire Marshal.

Board Review/Citizen Input:

The Planning & Zoning Commission unanimously approved the ordinance amendment at the September 19, 2017 meeting.

Alternatives:

n/a

Financial Considerations:

n/a

Legal Review:

The City's Attorney reviewed the proposed ordinance.

Supporting Documents:

Proposed Ordinance

Staff Recommendation:

Staff recommends approval as presented.

**CITY OF CELINA, TEXAS
ORDINANCE 2017-____
COMMUNICATION ANTENNAS AND SUPPORT STRUCTURES**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, PROVIDING A COMPREHENSIVE REVISION OF THE CITY'S COMMUNICATION ANTENNAS AND SUPPORT STRUCTURES BY AMENDING THE CITY'S CODE OF ORDINANCES, CHAPTER 14: ZONING, ARTICLE 14.04 USE REGULATIONS, SECTION 14.04.003; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTY, PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a home rule municipality located in Collin County and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code, the Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Chapter of the Texas Local Government Code, empowers a municipality to establish regulations pertaining to signs within its incorporated boundaries and its extraterritorial jurisdiction.

WHEREAS, the City Council, has determined that adjusting the City's Communication Towers and Support Structures will provide flexibility to both our residents and developers, while promoting an aesthetically pleasing environment; and

WHEREAS, the City Council, has determined that adjusting the City's Communication Towers and Support Structures are necessary to promote responsible land and economic development, and to protect the public health and safety.

WHEREAS, Ordinance No. 2014-17 now codified as article 14.04.003 in the City's Code of Ordinances set forth certain rules regarding Communication Towers and Support Structures;

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

**SECTION 1
INCORPORATION OF PREMISES**

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2 FINDINGS

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety and welfare.

SECTION 3 AMENDMENTS

That the Celina Code of Ordinances, Chapter 14: Zoning; Article 14.04: Use Regulations; Section 14.04.003, Communications antennas and support structures/towers.

“Sec. 14.04.003 Communications antennas and support structures/towers

(a) Applicability.

- (1) These regulations apply to all commercial and amateur antennae and support structures, unless exempted herein.
- (2) Direct broadcast satellite reception, multi-channel multi-point distribution, as defined by the FCC, television reception antennae, and amateur radio antennae meeting the following requirements do not require a permit unless mounted on a pole or mast that is 20 feet or more in height:
 - (A) In any zoning district, antennae that are one meter (52 inches) or less in diameter;
 - (B) In a nonresidential zoning district, antennae that are two meters or less in diameter;
 - (C) In any zoning district, antennae designed to only receive television broadcasts;
 - (D) In any zoning district, amateur radio antennae concealed behind or located upon or within attics, eaves, gutters or roofing components of the building; and
 - (E) In any zoning district, amateur radio ground-mounted whips and wire antennae, unless mounted upon a pole or mast over 20 feet in height.
- (3) Support structures or antennae legally installed before adoption of these regulations are not required to comply with this chapter, but must meet all applicable state, federal and local requirements, building codes and safety standards.

(b) Special definitions. For the purpose of this section, the following special definitions shall apply:

Antenna (commercial). An antenna or antenna support structure used for the purpose of transmission, retransmission, and/or reception of radio, television, electromagnetic, or microwave signals primarily for the purpose of operating a business or for financial gain, such as commercial broadcasting and cellular/wireless telecommunications. A satellite dish antenna that exceeds six feet in diameter shall also be considered as a commercial antenna.

Antenna, microwave reflector and antenna support structure. An antenna is the arrangement of wires or metal rods used in transmission, retransmission and reception of radio, television, electromagnetic or microwave signals, including microwave reflectors and antennae. A microwave reflector is an apparatus constructed of solid, open mesh, bar-configured, or perforated materials of any shape or configuration that is used to receive or transmit microwave signals from a terrestrial or orbital located transmitter or transmitter relay. Microwave reflectors are also commonly referred to as satellite receive only earth stations (TVROS), or satellite dishes. An antenna support structure is any tower, mast, pole, tripod, box frame, or other structure utilized for the purpose of supporting one or more antennae or microwave reflectors.

Antenna (noncommercial/amateur). An antenna or antenna support structure used for the purpose of transmission, retransmission, or reception of radio, television, electromagnetic, or microwave signals for private or personal use and not for the purpose of operating a business or for financial gain. A satellite dish antenna not exceeding six feet in diameter shall also be considered as a noncommercial antenna.

Collocation. The use of a single support structure and/or site by more than one communications provider.

Communications operations (commercial). The transmission, retransmission, or reception of radio, television, electromagnetic, or microwave signals primarily for the purpose of operating a business and/or for financial gain.

Communications operations (noncommercial/amateur). The transmission, retransmission or reception of radio, television, electromagnetic, or microwave signals for private or personal use, and not for the purpose of operating a business and/or for financial gain.

Height. The distance measured from the finished grade of the lot or parcel to the highest point on the support structure or other structure, including the base pad and any antennae.

Radio, television or microwave tower. See “antenna, microwave reflector and antenna support structure.”

Stealth Communication Towers. Stealth Wireless Transmission Facility (SWTF) means a SWTF that is screened, disguised, concealed or otherwise camouflaged as a natural structure, or part of a structure, such that the SWTF is reasonably indistinguishable from other natural structures, or the structure that it is attached to or within. Concealed Monopole means a SWTF constructed as a freestanding structure which consists of a single vertical pole, fixed into the ground and/or attached to a foundation with no guy wires, containing one or more antennas and associated equipment no larger than 52 inches in diameter at any given point with no externally mounted or visible antennae.

Telecommunications tower or structure. See “antenna, microwave reflector and antenna support structure.”

Temporary/mobile antenna. An antenna and any associated support structure or equipment, including, but not limited to, a support pole, [on] a vehicle that is placed and/or used on a temporary basis only not intended to be permanent, usually in conjunction with a special event, news coverage or emergency situation, or in case of equipment failure or temporary augmentation of permanent communications equipment.

Wireless communication tower or structure. See “antenna, microwave reflector and antenna support structure.”

(c) General requirements.

- (1) All Stealth Communication Towers 150 feet or less shall be permitted by right in all non-residential zoning districts, except AG zoned property;
- (2) All non-stealth Telecommunication Towers and communication towers proposed on AG zoned property shall be required to apply for a Conditional Use Permit;
- (3) All Telecommunication Towers (stand-alone) shall be prohibited from being placed on residentially zoned properties and properties designated as residential on the Future Lane Use Plan;
- (4) Telecommunication Towers on nonresidential zoned property that is adjacent to residentially zoned or residentially designated property on the Future Land Use Plan shall be setback from the property boundary a distance equal to the height of the tower;
- (5) Antennae and support structures may be considered either principal or accessory uses.
- (6) Antenna installations shall comply with all other requirements of this chapter and the Code of Ordinances with the exception of those specifically cited within these regulations.
- (7) No commercial antenna support structure shall be closer to any residential district boundary line or residential dwelling than a distance equal to ~~twice~~ the height of the support structure. Such setback distance shall be measured as the shortest possible distance in a straight line from the structure to the closest point of a residential district boundary line or residential dwelling. Setbacks from residentially zoned property do not apply to antennae attached to utility structures that exceed 50 feet in height, or to antennae placed wholly within or mounted upon a building.
- (8) No amateur or commercial antenna, antenna support structure, microwave reflector or antenna, or associated foundations or support wires or appurtenances shall be located within any required setback area for the front, side or rear yards.
- (9) All antennae and support structures must meet or exceed the current standards and regulations of the Federal Communications Commission (FCC), the Federal Aviation Administration (FAA), and/or all other applicable federal, state and local authorities. If those standards change, then the owner and user of an antenna or support structure must bring the antenna or structure into compliance within six months or as may otherwise be required by the applicable regulating authority.
- (10) A building permit is required to erect or install an antenna, antenna support structure and related structures or equipment, unless the particular antenna is exempt from these regulations. All installations shall comply with applicable federal, state and local building codes and the standards published by the Electronic Industries Association. Owners and users shall have 30 days after receiving notice that an installation is in violation of applicable codes in order to bring it into full compliance.

(11) The tower will meet fire lane requirements adopted by the City at the time of construction to access the site within the communications tower guidelines. Any variations to the fire lane shall be determined in writing by the Fire Marshal.

(12) Antennae, whether amateur or commercial, shall not create electromagnetic or other interference with the City of Celina's and the county's radio frequencies and public safety operations, as required by the FCC. Antennae also shall not interfere with radio or television reception of nearby property owners. In no manner shall the use of such equipment infringe upon adjoining property owners.

(13) No antenna or support structure shall be located so as to create a visual obstruction within critical visibility areas, such as at street intersections or where a private driveway enters a roadway, or a traffic safety problem.

(14) Safeguards shall be utilized to prevent unauthorized access to an antenna installation, such as on a water tower or utility structure, [or] a freestanding installation. Safeguards include certain devices identified and recommended by the manufacturer of the antenna or support structure, a fence, a climbing guard, or other commercially available safety devices. Climbing spikes or other similar climbing device, if utilized, shall be removed immediately following use.

(15) Temporary antennae shall only be allowed in the following instances:

(A) In conjunction with a festival, carnival, rodeo or other special event or activity;

(B) In case of an emergency, such as severe weather, or a news coverage event;

(C) When needed to restore service on a temporary basis after failure of an antenna installation. The city must be notified within 72 hours of the placement of a temporary antenna. If the temporary antenna is to be needed for more than seven days, then the owner and user must apply for and acquire a permit for the temporary installation on or before the eighth day following initial placement of the antenna.

(16) Collocation is greatly encouraged by the city.

(A) All new support structures over 50 feet in height shall be constructed to support antennae for at least two carriers, unless the structure is an alternative or stealth design, or the support structure is replacing an existing utility structure or light standard. Sufficient area for associated structures and equipment shall also be provided.

(B) A support structure that is modified or reconstructed in order to accommodate collocation shall be of the same type, design and height as the existing structure, and it may be moved on the same property within 50 feet of its original location provided that it is not moved any closer to residentially zoned property. If the structure was allowed by CUP, then its new location shall be within the physical/land boundaries of the CUP. The original support structure shall be removed from the property within 90 days following completion of the new structure.

(C) Where an additional antenna is to be attached to an existing support structure that already has an antenna mounted upon it, the new antenna shall comply with and be compatible with the design of the existing antenna on the collocated structure.

(17) A telecommunications tower shall be located at least 2,000 feet away from another telecommunications tower greater than 50 feet in height.

(18) Support buildings and equipment storage areas and buildings shall be screened from public view ~~if mounted on a rooftop.~~ When ground mounted, they shall meet all applicable front, side and rear yard setback requirements of the applicable base zoning district. They shall also be of a neutral color and shall use exterior finish colors and materials that are compatible with nearby structures. ~~They shall be screened from public view by a dense, opaque evergreen landscaped screen with an initial planting height of three feet, and which will attain an ultimate height of six feet at maturity.~~ An eight six-foot solid masonry wall, incorporating a black tubular steel gate shall be required. ~~may be used in lieu of the landscaped screen provided exterior finish materials are compatible with nearby structures.~~ The use of a wood fence for screening is prohibited, and wrought iron or chain link may only be used in conjunction with a landscaped screen as specified above.

(19) Satellite dishes and other similar antennae shall be permitted on the roof of a building, as long as satellite dishes do not exceed one meter (39") in diameter and antennae do not extend over ten feet above the roof of the building. A letter certifying the roof's and building's structural stability shall be written and sealed by a registered architect or engineer, and shall be submitted to the mayor/city administrator or his or her designee, prior to any approval of a roof-mounted antenna. Roof-mounted antennae that comply with the provisions of these regulations do not require additional yard setbacks or setbacks from residential areas or dwellings.

(20) Only one amateur antenna and support structure shall be permitted per residential lot, except that a maximum of two satellite dishes may be allowed if both units are no larger than one meter (39") in diameter. Satellite dishes in any residential district shall not exceed 12 feet in diameter, and must be permitted by the mayor/city administrator or his or her designee.

(21) All commercial signs, flags, lights and attachments other than those required for emergency identification, communications operations, structural stability, or as required for flight visibility by the FAA and/or FCC shall be prohibited on any antenna or antenna support structure. However, lights may remain or be placed upon light standards that are altered or replaced in order for them to serve as antenna support structures provided that said lights are not commercial in nature, and provided that said lights are placed/replaced as the same size, configuration, number of bulbs, degree of luminance, etc. as they previously existed prior to support structure modification or replacement.

(22) Any publicly owned antennae or antenna support structures shall be permitted in any zoning district, including public safety communications.

(23) In all residential zoning districts and in the historic downtown district, commercial antennae and antenna support structures are prohibited, except as specified within this section.

(A) A commercial antenna may be attached to a utility structure, including electrical transmission, distribution towers and elevated water storage tanks, provided that the

utility structure exceeds 50 feet in height, and provided that the antenna does not extend more than ten feet above the height of the utility structure.

(B) A commercial antenna may be placed wholly within any building permitted in the zoning district. A commercial antenna may also be mounted flush to the exterior of a building or structure if it is painted or disguised to integrate into the overall architectural design and it is not readily visible or identifiable as an antenna from public roadways or from neighboring residential properties.

(24) In nonresidential zoning districts, except the historic downtown district and AG zoned property, commercial antennae and antenna support structures are allowed as follows:

(A) Commercial antenna support structures are allowed by right if they do not exceed the maximum building height allowed for the zoning district in which they are located. Structures in excess of the height allowed in the zoning district may be allowed by conditional use permit (CUP) provided the structure conforms in all other aspects of the base zoning district's regulations, and provided that all applicable setback requirements are satisfied. In all nonresidential zoning districts, antenna support structures must meet all setback requirements, particularly from residential zoning districts.

(B) A commercial antenna may be attached to a utility structure, including electrical transmission, distribution towers and elevated water storage tanks, provided that the utility structure exceeds 50 feet in height, and provided that the antenna does not extend more than ten feet above the height of the utility structure.

(C) A commercial antenna may be placed wholly within any building permitted in the zoning district. A commercial antenna may also be mounted flush to the exterior of a building or structure if it is painted or disguised to integrate into the overall architectural design, and it is not readily visible or identifiable as an antenna from public roadways or from neighboring residential properties."

(25) In the event of addition or alteration to existing telecommunications towers, such facilities shall come into compliance with all safety code and screening regulations in effect at the time at such addition or alteration.

SECTION 4 **CUMULATIVE REPEALER CLAUSE**

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect. This Ordinance shall not repeal or replace section 14.04.003 in any respect but said section and the amortization timetable therein are hereby ratified and affirmed.

SECTION 5

SAVINGS CLAUSE

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting Communication Antennas and Support Structures which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 6

SEVERABILITY

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

SECTION 7

PENALTY

Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs and continues.

If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8

PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date Clause of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 9

ENGROSSMENT AND ENROLLMENT

The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive Caption in the minutes of the City Council and by filing this Ordinance in the Ordinance records of the City.

SECTION 10
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this ____th day of October, 2017.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: Communications Tower Ordinance Amendment (Communication Towers)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Senior Planner
CC: Jason Laumer, City Manager
Date: October 10, 2017
Re: Governmental Design Standards - Zoning

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance amending the City's Code of Ordinances, Chapter 14: Zoning; Article 14.01 General Provisions; to add Section 14.01.008 Governmental Agency Design Standards. (Governmental Agency Design Standards-Zoning) (Rodriguez)

Background Information:

The City recognizes the importance of governmental agencies within the City abiding by the City's ordinances, which are adopted to better the health, safety and general wellbeing of the citizens of Celina.

However, the City also recognizes that, due to the unique nature of governmental agency development projects, it is often counter to the overall benefit of the residents of the City to require that governmental agencies be required to strictly comply with the City's development regulations. In addition, state law places limitations on the lawful ability of the City to require that governmental agencies be required to strictly comply with certain types of municipal development regulations.

Therefore, the City is proposing the attached ordinance, which requires the School Districts, City Departments and any county governmental organization, when developing within the City limits, to make best efforts to meet the City's development regulations related to exterior building façades, screening requirements, and landscaping requirements. However, when the overall benefit to the residents of the City is reduced due to full compliance with adopted development standards, modified development standards may be administratively approved. This administrative approval shall be conditioned on meeting the overall intent of the subject ordinance as determined by the City Manager or his/her designee, whose decision is appealable to City Council.

Board Review/Citizen Input:

The Planning & Zoning Commission unanimously approved the proposed ordinance at the September 19, 2017 meeting.

Alternatives:

n/a

Financial Considerations:

n/a

Legal Review:

The proposed ordinance was reviewed by the City's attorney.

Supporting Documents:

Proposed ordinance

Staff Recommendation:

Staff recommends approval as presented.

**CITY OF CELINA, TEXAS
ORDINANCE 2017-____
GOVERNMENTAL AGENCY DESIGN STANDARDS – SUBDIVISION**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CITY’S CODE OF ORDINANCES, CHAPTER 14: ZONING, ARTICLE 01.008 GOVERNMENTAL AGENCY DESIGN STANDARDS, SECTION 14.01.008 PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTY, PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a home rule municipality located in Collin County and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code, the Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, The City is authorized to establish zoning regulations pursuant to Chapter 211 of the Texas Local Government Code; and

WHEREAS, The City has conducted a public hearing regarding amendments to the City’s Zoning Ordinance contained herein; and

WHEREAS, the City Council, has determined that adding Governmental Agency Design Standards will provide flexibility to both our residents and developers, while promoting an aesthetically pleasing environment; and

WHEREAS, the City Council, has determined adding Governmental Agency Design Standards is necessary to promote responsible land and economic development, and to protect the public health and safety.

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

**SECTION 1
INCORPORATION OF PREMISES**

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

**SECTION 2
FINDINGS**

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety and welfare.

SECTION 3 **AMENDMENTS**

That the Celina Code of Ordinances, Chapter 14: Zoning; Article 14.04: Use Regulations; Section 14.01.008, Governmental Agency Design Standards.

“Section 14.01.008 Governmental Agency Design Standards

The City of Celina, Celina Independent School District, and Prosper Independent School District, City Departments, and any county governmental organization, when developing within the City limits, will be required to make best efforts to meet the City’s development regulations related to exterior building facades, screen requirements, and landscaping requirements. However, when the overall benefit to the City is reduced due to full compliance with adopted development standards, modified development standards may be administratively approved. This administrative approval shall be conditioned on meeting the overall intent of the subject ordinance as determined by the City Manager, or his/her designee, whose decision may be appealed to City Council.”

SECTION 4 **CUMULATIVE REPEALER CLAUSE**

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

SECTION 5 **SAVINGS CLAUSE**

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting Governmental Agency Design Standards which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 6 **SEVERABILITY**

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

SECTION 7
PENALTY

Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs and continues.

If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8
PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date Clause of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 9
ENGROSSMENT AND ENROLLMENT

The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive Caption in the minutes of the City Council and by filing this Ordinance in the Ordinance records of the City.

SECTION 10
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this ____th day of October, 2017.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary

City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: Design Standards Ordinance- Zoning Updated (Governmental Agency Design Standards - Zoning)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Jason Laumer, City Manager
 Date: October 10, 2017
 Re: Governmental Design Standards - Subdivision

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance amending the City's Code of Ordinances, Chapter 10: Subdivision Regulations; Article 10.03 Subdivision Ordinance; Division 1. Generally; to add Section 10.03.010 Governmental Agency Design Standards. (Governmental Agency Design Standards-Subdivision) (Rodriguez)

Background Information:

The City recognizes the importance of governmental agencies within the City abiding by the City's ordinances, which are adopted to better the health, safety and general wellbeing of the citizens of Celina.

However, the City also recognizes that, due to the unique nature of governmental agency development projects, it is often counter to the overall benefit of the residents of the City to require that governmental agencies be required to strictly comply with the City's development regulations. In addition, state law places limitations on the lawful ability of the City to require that governmental agencies be required to strictly comply with certain types of municipal development regulations.

Therefore, the City is proposing the attached ordinance, which requires the School Districts, City Departments and any county governmental organization, when developing within the City limits, to make best efforts to meet the City's development regulations related to City infrastructure. However, when the overall benefit to the residents of the City is reduced due to full compliance with adopted development standards, modified development standards may be administratively approved. This administrative approval shall be conditioned on meeting the overall intent of the subject ordinance as determined by the City Manager or his/her designee, whose decision is appealable to City Council.

Board Review/Citizen Input:

The Planning & Zoning Commission unanimously approved the proposed ordinance at the September 19, 2017.

Alternatives:

n/a

Financial Considerations:

n/a

Legal Review:

The proposed ordinance was reviewed by the City's attorney.

Supporting Documents:

Proposed ordinance

Staff Recommendation:

Staff recommends approval as presented.

**CITY OF CELINA, TEXAS
ORDINANCE 2017-____
GOVERNMENTAL AGENCY DESIGN STANDARDS – SUBDIVISION**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CITY’S CODE OF ORDINANCES, CHAPTER 10: SUBDIVISION, ARTICLE 03.010 GOVERNMENTAL AGENCY DESIGN STANDARDS, SECTION 10.03.010 PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTY, PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a home rule municipality located in Collin County and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code, the Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, The City is authorized to establish subdivision regulations pursuant to Chapter 212 of the Texas Local Government Code; and

WHEREAS, The City has conducted a public hearing regarding amendments to the City’s Subdivision Ordinance contained herein; and

WHEREAS, the City Council, has determined that adding Governmental Agency Design Standards will provide flexibility to both our residents and developers, while promoting an aesthetically pleasing environment; and

WHEREAS, the City Council, has determined adding Governmental Agency Design Standards is necessary to promote responsible land and economic development, and to protect the public health and safety.

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

**SECTION 1
INCORPORATION OF PREMISES**

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Attachment: Design Standards Ordinance- Subdivision (Governmental Design Standards - Subdivision)

SECTION 2 **FINDINGS**

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety and welfare.

SECTION 3 **AMENDMENTS**

That the Celina Code of Ordinances, Chapter 10: Subdivision Regulations; Article 03.010: Governmental Agency Design Standards, Section 10.03.010.

“Section 10.03.010 Governmental Agency Design Standards

The City of Celina, Celina Independent School District, and Prosper Independent School District, City Departments, and any county governmental organization, when developing within the City limits, will be required to make best efforts to meet the City’s development regulations related to City infrastructure. However, when the overall benefit to the City is reduced due to full compliance with adopted development standards, modified development standards may be administratively approved. This administrative approval shall be conditioned on meeting the overall intent of the subject ordinance as determined by the City Manager, or his/her designee, whose decision may be appealed to City Council.”

SECTION 4 **CUMULATIVE REPEALER CLAUSE**

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

SECTION 5 **SAVINGS CLAUSE**

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting Governmental Agency Design Standards which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 6 **SEVERABILITY**

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

or otherwise inapplicable, in 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 **PENALTY**

Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs and continues.

If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8 **PUBLICATION CLAUSE**

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date Clause of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 9 **ENGROSSMENT AND ENROLLMENT**

The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive Caption in the minutes of the City Council and by filing this Ordinance in the Ordinance records of the City.

SECTION 10 **EFFECTIVE DATE**

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this ____th day of October, 2017.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: Design Standards Ordinance- Subdivision (Governmental Design Standards - Subdivision)

CITY OF CELINA, TEXAS

ORDINANCE 2017-____

FEE SCHEDULE ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CITY'S CODE OF ORDINANCES, APPENDIX A: FEE SCHEDULE, PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTY, PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a home rule municipality located in Collin County and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code, the Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, the City has enacted a schedule of fees in order to recover costs attributable to inspection, review, other services provided by the City; and

WHEREAS, the City has determined it is in the public interest to raise its fee schedule to make said fees consistent with the cities actual costs.

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

SECTION 1**INCORPORATION OF PREMISES**

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2**FINDINGS**

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety and welfare

Attachment: fee schedule ordinance (Oct 2017) (Governmental Design Standards - Subdivision)

SECTION 3 **AMENDMENTS**

3.01 That the Celina Code of Ordinances, Appendix A: Fee Schedule; Article A1.000: Miscellaneous Fees; Section A1.008 Parks and Recreation; Subsection (b) Additional facility costs, shall be amended to read as follows:

“(b) Additional facility costs.

- (1) Lighting (per field/per hour): \$40.00.
- (2) Game preparation (baseball/softball): \$30.00 per field per setup.
- (3) Game preparation (multiuse fields): Costs contingent upon dimensions and markings required.
- (4) Baseball/softball field maintenance (per event): \$200.00.
- (5) Parks and recreation staff: \$25.00 (hourly, per employee).
 - (A) After 11:00 p.m., it is mandatory to have one parks representative on site.
 - (B) At the discretion of the director, more than one parks representative may be required.
- (6) Repair of damaged facilities to be paid for at actual cost of labor and materials.
- (7) Parks department reserves exclusive right to sale of concession items and use of concession stand unless agreed upon otherwise in rental agreement contract.”

3.02 That the Celina Code of Ordinances, Appendix A: Fee Schedule; Article A1.000: Miscellaneous Fees; shall be amended to add section A1.010 Garage Sales to read as follows:

“(a) Permit required

- (1) All Garage sales as allowed by article 4.04 of the Celina Code of Ordinances shall obtain a permit.
- (2) Garage sale permits shall be \$10 per event held.”

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

SECTION 4

CUMULATIVE REPEALER CLAUSE

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

SECTION 5

SAVINGS CLAUSE

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting fees which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 6

SEVERABILITY

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

SECTION 7

PENALTY

Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs and continues.

If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8

PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date Clause of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 9
ENGROSSMENT AND ENROLLMENT

The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive Caption in the minutes of the City Council and by filing this Ordinance in the Ordinance records of the City.

SECTION 10
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this ____ day of _____, 2017.

 Sean Terry, Mayor
 City of Celina, Texas

ATTEST:

 Vicki Faulkner, City Secretary
 City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

 City Attorney
 City of Celina, Texas

Attachment: fee schedule ordinance (Oct 2017) (Governmental Design Standards - Subdivision)



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Paul DeBuff, Assistant to the City Manager
 CC: Jason Laumer, City Manager
 Date: October 10, 2017
 Re:

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon a resolution of the City Council of the City of Celina, Texas, hereby authorizing the Mayor Pro Tem to execute a development agreement by and between the City of Celina and CADG Celina 156, LLC. The property is ±97 acres situated in the in the George W. Eastes Survey, Abstract Number 299, the William W. Shawver Survey, Abstract Number 810, the William B. Tucker Survey, Abstract Number 912, and the Wade H. Rattan Survey, Abstract Number 753, City of Celina, Collin County, Texas and is generally located south of Highway 102, north of Highway 105, east of Preston Road, and west of Highway 132. (Chalk Hill Development Agreement) (DeBuff)

Background Information:

Ordinance 2010-26 amended the City's Comprehensive Zoning Ordinance and zoning map by creating the Chalk Hill Planned Development District #43.

Board Review/Citizen Input:

N/A

Financial Considerations:

N/A

Legal Review:

The City's land use attorney has reviewed all documents regarding this development agreement.

Supporting Documents:

- Proposed Resolution
- Ordinance 2010-26: Chalk Hill PD #43
- Chalk Hill/CADG Celina 156, LLC Development Agreement

Staff Recommendation:

Staff Recommends approval.

CITY OF CELINA

RESOLUTION NO. 2017-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, HEREBY AUTHORIZING THE MAYOR PRO TEM OF THE CITY OF CELINA, TEXAS, TO EXECUTE A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF CELINA AND CADG CELINA 156, LLC, 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 and operating pursuant to the enabling legislation of the State of Texas and the Constitution of the State of Texas; and

WHEREAS, the City Council has been presented with a proposed Development Agreement by and between the City of Celina, Texas and CADG Celina 156, LLC for the development of certain real property located wholly within the extraterritorial jurisdiction of the City adjacent to the City's corporate limits (hereinafter "Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the Mayor Pro Tem shall be authorized to execute it on behalf of the City of Celina.

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

Section 1: That the Mayor Pro Tem of the City of Celina, Texas, is hereby authorized to execute on behalf of the City of Celina, Texas the Agreement attached hereto as Exhibit A.

Section 2: This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 10th day of October, 2017.

CHAD ANDERSON, Mayor Pro Tem

ATTEST:

Vicki Faulkner, City Secretary

APPROVED AS TO FORM:

Lance Vanzant, City Attorney

Attachment: Chalk Hill DA Resolution (Chalk Hill Development Agreement)

RESOLUTION _____

DEVELOPMENT AGREEMENT, CHALK HILL PUBLIC IMPROVEMENT DISTRICT AGREEMENT AND TAX INCREMENT REINVESTMENT ZONE AGREEMENT

This Development Agreement, Chalk Hill Public Improvement District Agreement and Tax Increment Reinvestment Zone Agreement (this “Agreement”) is entered into by and between **CADG Celina 156, LLC**, a Texas limited liability company, (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”).

ARTICLE I RECITALS

WHEREAS, certain terms used herein are defined in Article II; 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, the Developer is the current owner of approximately 120.1 acres of real property (“Property”), which Property is described by metes and bounds on **Exhibit A** and depicted on **Exhibit B**; and

WHEREAS, the Property is located wholly within the city limits of the City and not within the extraterritorial jurisdiction or corporate limits of any other municipality; and

WHEREAS, the Property is being developed in phases consisting of a multifamily site and a residential tract (the “PID Property”), which consist of approximately 97 acres, described by metes and bounds on **Exhibit A-1** and depicted on **Exhibit B-1**, and approximately 439 single family lots, of which approximately 160 lots are located in phase #1 (“Phase #1”) as depicted on **Exhibit D**; and

WHEREAS, the Developer intends to construct and/or make financial contributions to certain on-site and off-site public improvements to serve the development of the Property (“Authorized Improvements”), which Authorized Improvements are generally identified in **Exhibit C**; and

WHEREAS, in consideration of the Developer’s agreements contained herein to accomplish the high-quality development of the Property envisioned by the Parties and to provide financing for the Authorized Improvements, the City intends to exercise its powers to create a PID in accordance with Chapter 372 of the Texas Local Government Code, as amended (the “PID Act”), and to create a TIRZ in accordance with Chapter 311 of the Texas Tax Code, as amended (the “TIF Act”), for the PID Property; and

Attachment: Chalk Hill Development Agreement (Chalk Hill Development Agreement)

WHEREAS, this Agreement is intended to establish certain restrictions and expectations regarding the development of the Property, and to provide for the construction and funding of the Authorized Improvements, which provide a special benefit to the PID Property; and

WHEREAS, the Developer intends to acquire, design, construct and install the Authorized Improvements and to dedicate the majority of such Authorized Improvements to the City for use and maintenance, subject to approval of the plans and inspection of the Authorized Improvements in accordance with this Agreement and the City Regulations, and contingent upon the issuance of Bonds for partial or total financing such Authorized Improvements; and

WHEREAS, the Developer and the City estimate that the cost of the Authorized Improvements will not exceed \$20,000,000.00, which represents the maximum amount that will be financed and reimbursed to the Developer; and

WHEREAS, in consideration of the Developer's agreements contained herein, the City intends to provide or approve alternative financing arrangements that will enable the Developer, in accordance with the PID Act, to: (a) fund a specified portion of the costs of the Authorized Improvements using the proceeds of Bonds issued by the City; or (b) obtain reimbursement for the specified portion of the costs of the Authorized Improvements, the source of which reimbursement will be installment payments from Assessments within the PID Property, provided that such reimbursements shall be subordinate to the payment of Bonds and Administrative Expenses; and

WHEREAS, the City, subject to the consent and approval of the City Council, and in accordance with the terms of this Agreement and all requirements of applicable laws, intends, to the extent it has not prior to the Effective Date, to: (a) consider and act upon the creation of a PID encompassing the PID Property, in accordance with the PID Act; (b) adopt a SAP; and (c) adopt an Assessment Ordinance to pay for the estimated cost of the Authorized Improvements shown on **Exhibit C** and the costs associated with the administration of the PID; and

WHEREAS, prior to the closing of the first Bond issue: (a) the City Council shall have approved and adopted the PID Resolution, the SAP, and an Assessment Ordinance (collectively, the "PID Documents"); (b) the Developer will create the Home Buyer Disclosure Program, in the form attached as **Exhibit F**, and provide a copy of the program to the City Manager; (c) all owners of the PID Property shall have executed a Landowner Agreement; and (d) the Developer shall have delivered a fully executed copy of Landowner Agreement(s) to the City Manager; and

WHEREAS, the Parties agree that the Authorized Improvements are also improvements that qualify as projects under the TIF Act, as amended; and

WHEREAS, as soon as is practicable and prior to the first Bond issue, in consideration of the Developer's agreements contained herein, the Parties shall use best efforts to have agreed to the final form of the following documents (collectively, the "TIRZ Documents"), which will enable the Developer to be reimbursed for a specified portion of TIRZ eligible reimbursement costs: (a) the TIRZ project and finance plan; (b) an ordinance creating the TIRZ (the "TIRZ Ordinance"); (c) the ordinance approving the final TIRZ project and finance plan required by the TIF Act; and (d) the TIRZ tax participation agreement; and

WHEREAS, prior to the authorization of the first Bond issue, the City Council intends to have approved the TIRZ Ordinance and to have created a TIRZ to be coterminous with the boundaries of the PID; and

WHEREAS, in consideration of the Developer's agreements contained herein, the City intends to exercise its powers under the TIF Act to create the TIRZ and intends to adopt, approve, and execute the TIRZ Documents to dedicate thirty-four and two tenths percent (34.2%) of the City's collected *ad valorem* tax increment based on the City's tax rate in effect on the date of the establishment of the TIRZ to off-set or pay a portion of any Assessments levied on the PID Property for the costs of capital improvements that are Authorized Improvements and qualify as projects under the TIF Act for a period of up to thirty-one (31) years or until the amount of TIRZ increment placed into the TIRZ Fund totals \$10,770,317.00, whichever comes first, paid in accordance with the TIRZ Project and Finance Plan and SAP; and

WHEREAS, all of the City's Administrative Expenses associated with the PID will be funded by the annual levy of Assessments on the PID Property, and the City will not be responsible for payment of such costs; and

WHEREAS, all of the City's Administrative Expenses associated with the TIRZ will be paid in accordance with Chapter 311 of the Texas Tax Code, as amended, and the City will not be responsible for payment of such costs; and

WHEREAS, to the extent funds must be advanced to pay for any costs associated with the creation of the PID Documents and the TIRZ Documents, the Developer shall be responsible for advancing such funds, and the City will not be responsible for the payment of such costs; and

WHEREAS, Marilee Special Utility District ("Marilee SUD") currently holds the certificate of convenience and necessity (the "CCN") to provide retail water service to the Property; and

WHEREAS, upon the request of the Developer to transfer the Marilee SUD CCN to the City, the Developer shall pay the reasonable costs associated with the transfer of the Marilee SUD CCN to the City that the City may incur from the date of the Developer's request; and

WHEREAS, the City shall provide both retail water and wastewater service to the Property; and

WHEREAS, until the City can fully provide both retail water and wastewater service to the Property, the Parties agreed to intermediately provide both retail water and wastewater service to the Property pursuant to a Memorandum of Understanding for the Chalk Hill Development, effective August 8, 2017, between the City and the Developer (the "MOU"), attached as **Exhibit H**; and

WHEREAS, the Parties intend for this Agreement to establish certain restrictions and impose certain commitments in connection with the development of the Property; and

WHEREAS, the Parties intend that the Property will be developed in accordance with the concept plan ("Concept Plan"), attached hereto as **Exhibit D**, the zoning regulations Planned Development District No. 43, adopted by the City Council on April 12, 2010 by Ordinance No. 2010-26 ("PD No. 43"), and the Phase #1 construction plans approved by the City on _____ (the "Phase #1 Construction Plans"); and

WHEREAS, the Developer will submit a general development plan ("General Development Plan"), which may be approved by the City manager and upon approval, will replace the existing General Development Plan for the Property; and

WHEREAS, the Developer is responsible for the construction of all on-site and off-site Authorized Improvements for water and wastewater facilities as well as Roadway Improvements and Drainage Improvements necessary to serve the development of the Property and, in light of these Developer obligations, the City intends to (a) set roadway capital recovery fees at \$2,500.00 per single-family residential lot, (b) set water and wastewater capital recovery fees at \$2,000.00 per single-family residential lot, and (c) waive (i) payment of inspection fees related to the development of the Property, and (ii) the requirement for payment of any Impact Fees; and

WHEREAS, the Parties agree upon a fixed payment for the Technology Fees, to be collected upon the issuance of a single-family residential lot's building permit, in the amount of \$500.00 per lot; and

WHEREAS, the Parties agree upon a fixed payment for Park Fees, which includes recreation and open space, to be collected upon the issuance of a single-family residential lot's building permit, in the amount of \$1,500.00 per lot, in lieu of any dedications of land; and

WHEREAS, the Parties may agree to escrow the costs of the Coit Road Authorized Improvement allocated in **Exhibit C**, and the City will construct two lanes of Coit Road once the amount allocated has been escrowed as provided in Section 4.2(f); and

WHEREAS, the Developer will revise the Concept Plan and General Development Plan for the shift of Coit Road, which revisions to the Concept Plan and General Development Plan may be approved by the City manager and upon approval, will replace the existing Concept Plan and General Development Plan; and

WHEREAS, the managed growth described in this Agreement will drive infrastructure investment and job creation, both of which will, in turn, have a multiplier effect that increases both the City's tax base and utility revenues; and

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and the City's intent to create and utilize the PID and TIRZ to reimburse the Developer for the costs of Authorized Improvements, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE II

GENERAL TERMS AND DEFINITIONS

The recitals to this Agreement are incorporated herein for all purposes.

Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Administrative Expenses shall include, without limitation, expenses incurred in the establishment, administration, and operation of the PID and TIRZ including, but not limited to, the costs of (a) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, (b) creating and organizing the PID and TIRZ and preparing the Assessment Roll(s), (c) computing, levying, collecting and transmitting the Assessments or the installments thereof, (d) maintaining the record of installments, payments and reallocations and/or cancellations of the Assessments, (e) investing or depositing the Assessments or other monies, (f) complying with the PID Act, and (g) administering the construction of the Public Improvements.

Administrator means an employee or designee of the City who shall have the responsibilities provided in the SAP or any other agreement or document approved by the City related to the duties and responsibilities for the administration of the PID.

Amenity Center shall mean the center required under this agreement to be constructed by the Developer and maintained by the HOA in accordance with the minimum standards as set forth in **Exhibit E**. The site of the Amenity Center shall be approximately ____ acres at the location shown on **Exhibit E** and will be constructed no later than the second phase of development.

Assessments means the special assessment levied against certain properties in the PID to pay for the Authorized Improvement Costs.

Assessment Company means an assessment company or entity mutually acceptable to the City and the Developer.

Assessment Ordinance means the ordinance approved by the City Council that levies Assessments on the PID Property in accordance with the PID Act to pay for the costs of the Authorized Improvements set forth in the SAP as well as the costs associated with the issuance of the Bonds, which provide a special benefit to the PID Property.

Assessed Property means the PID Property that will be assessed, upon approval of the City Council, in an amount not to exceed the benefit it receives from the construction of the Authorized Improvements.

Assessment Revenues means the monies collected from the Assessments which are payable in periodic installments as provided in the Assessment Ordinance, including interest, expenses or penalties on Assessments, prepayments, foreclosure proceeds, and proceeds from a guarantor, if any, of Assessments.

Assessment Roll(s) means the assessment roll(s) attached to the SAP or any other assessment roll in an amendment or supplement to the SAP or in an annual updated to the SAP, showing the total amount of the Assessment against each parcel assessed under the SAP.

Authorized Improvements means those public improvements, constructed and installed by or on behalf of the City or PID, as described in the SAP (including any amendments or supplements), **Exhibit C**, and Section 372.003 of the PID Act.

Authorized Improvement Costs means the design, engineering, construction, and inspection costs of the Authorized Improvements.

Bond(s) means the assessment revenue bonds issued by the City through the PID to finance the Authorized Improvements that are constructed for the benefit of the PID.

Bond Indenture means a trust indenture by and between the issuer of Bonds and a trustee bank under which Bonds are issued and funds disbursed.

Bond Ordinance means an ordinance adopted by the City Council that authorizes and approves the issuance and sale of Bonds.

Budgeted Cost means with respect to any given Authorized Improvement, the estimated cost of such improvement as set forth in **Exhibit C**.

City Council means the city council of the City.

City Regulation(s) means any ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement.

Concept Plan means the concept plan as shown in **Exhibit D**.

Construction, Funding, and Acquisition Agreement or CFA means that Chalk Hill Construction, Funding, and Acquisition Agreement.

Developer means **CADG Celina 156, LLC**, a Texas limited liability company, which is also the owner of the Property.

Drainage Improvements mean drainage facilities needed to serve the Property and not related or connected to a roadway and to be constructed by the City or on behalf on the City, PID or TIRZ by the Developer.

End Buyer means any developer, homebuilder, builder, tenant, user, or occupant/owner of a Fully Developed and Improved Lot, including without limitation a builder who acquires a lot with the intent to construct a single-family residence on the lot.

Franchise Utilities mean electric and gas utilities.

Fully Developed and Improved Lot means any lot, regardless of proposed use, which is served by the Authorized Improvements and for which a final plat has been approved by the City and recorded in the real property records of Collin County.

HOA means the homeowner's association to be created by the Developer.

Home Buyer Disclosure Program means the disclosure program, administered by the Assessment Company, as set forth in a document in the form of **Exhibit F**, that establishes a mechanism to disclose to each End Buyer the terms and conditions under which their lot is burdened by the PID.

Impact Fees means as defined in Chapter 395 of the Texas Local Government Code.

Landowner(s) means the Developer and additional owners of the Property.

Landowner Agreement means an agreement of all of the owners and the Developer of the PID Property consenting to the form and terms of the PID Documents in a form substantially similar to **Exhibit J**, as approved by the City.

Notice means the notice required or contemplated by this Agreement (or otherwise given in connection with this Agreement).

Park Fees means the fees paid in lieu of a donation of property to be used as a park, which fees are assessed, imposed, and/or collected by City in accordance with Section 11.4.

PID means a public improvement district created by the City for the benefit of the PID Property in accordance with Chapter 372 of the Texas Local Government Code, to be known as the Chalk Hill Public Improvement District.

PID Property means described by metes and bounds in **Exhibit A-1** and depicted on **Exhibit B-1**.

PID Resolution means the resolution creating the PID.

Property means the real property described by metes and bounds in **Exhibit A** and depicted on **Exhibit B**.

Public Infrastructure means water, wastewater, drainage, roadway, and other public infrastructure necessary to serve the full development of the Property more particularly described in **Exhibit C**.

SAP means a PID service and assessment plan adopted by City Council to assess allocated costs of improvements against PID Property located within the boundaries of the PID, and which has terms, provisions and findings approved and agreed to by the Developer and the City in accordance with the PID Act.

Road Improvements mean roadway and related drainage facilities needed to serve the Property and to be constructed by the City or on behalf of the City, PID or TIRZ by the Developer.

Technology Fees means the fees charged for telephone, cable, internet, or similar utility connections in accordance with Section 11.3.

TIRZ means a Tax Increment Reinvestment Zone encompassing the PID Property.

TIF Act means Chapter 311 of the Texas Tax Code, as amended.

TIRZ Documents means the TIRZ project and finance plan, the TIRZ Ordinance, this Agreement, and the TIRZ tax participation agreement.

TIRZ Fund means the fund set up by the City when the TIRZ is created, in order to receive the TIRZ funds in accordance with this Agreement, the TIRZ Documents and state law.

TIRZ Ordinance means the City ordinance creating the TIRZ.

TIRZ Projects means those projects, the same as the Authorized Improvements, as described in **Exhibit C**, to be undertaken by the PID as well as the TIRZ.

TIRZ Project and Finance Plan means the project and finance plan for the TIRZ.

ARTICLE III **PUBLIC IMPROVEMENT DISTRICT**

3.1 Creation. A petition to create a PID encompassing the PID Property has been submitted to the City. The City shall schedule a public hearing to consider the creation of a public improvement district in accordance with the PID Act. The PID will be created, at the City's discretion, after the public hearing.

3.2 Levy of Assessments. Concurrently with the approval of the creation of the proposed PID, the Developer, the City and the Assessment Company shall prepare a SAP providing for the levy of the Assessments on the PID Property. Promptly following preparation and approval of a SAP acceptable to the Developer and the City and subject to the City Council making findings that the Authorized Improvements confer a special benefit on the PID Property, the City Council shall consider an Assessment Ordinance. Concurrently with the Assessment Ordinance, the City shall consider the approval and execution of a CFA and a reimbursement agreement. The City shall use its best efforts to initiate and approve all necessary documents and ordinances required to effectuate this Agreement, to create the PID, and to levy the Assessments. The Developer shall develop the PID Property consistent with the terms of this Agreement. Nothing contained in this Agreement, however, shall be construed as creating a contractual obligation that controls, waives, or supplants the City Council's legislative discretion.

3.3 Acceptance of Assessments and Recordation of Covenants Running with the Land. Concurrently with the levy of the Assessment, the Developer shall: (1) approve and accept in writing the levy of the Assessment(s) on all land owned or controlled by the Developer; (2)

approve and accept in writing the Home Buyer Disclosure Program; and (3) cause to be recorded against the PID Property covenants running with the land that will bind any and all current and successor Developer or developers and owners of any of the PID Property to pay the Assessment and any subsequent Assessments, with applicable interest and penalties thereon, as and when due and payable hereunder and to take their title to their property in the PID Property subject to and expressly accepting and assuming the terms and provisions of such Assessments and the liens created thereby.

ARTICLE IV **AUTHORIZED IMPROVEMENTS**

4.1 Authorized Improvements. The costs of Authorized Improvements listed on **Exhibit C** are estimates that are subject to change, shall be updated by the Developer and City consistent with the SAP, the PID Act and the TIRZ Act, and shall reflect the Authorized Improvements on each approved final plat(s) for the Property as each final plat of the Property is approved by City. The Developer may include an updated **Exhibit C** with each final plat submitted for the Property, which shall be submitted to the City Council for consideration and approval concurrently with the submission of each such final plat. Upon approval by City Council of an updated **Exhibit C**, this Agreement shall be deemed amended to include such approved updated **Exhibit C**. The Authorized Improvement Costs and the timetable for installation of the Authorized Improvements will be reviewed annually by the Parties in an annual update of the SAP adopted and approved by the City.

4.2 Construction, Ownership, and Transfer of Authorized Improvements.

(a) Construction Plans. The Developer shall prepare, or cause to be prepared, plans and specifications for each of the Authorized Improvements and have them submitted to the City for approval in accordance with this section. Construction and/or engineering plans may be submitted to the City without a landscape plan and/or a hardscape plan and the City agrees not to require the submittal of a landscape plan and/or a hardscape plan in conjunction with the submittal of construction or engineering plans. The City shall have 30 business days from its receipt of the first submittal of construction and/or engineering plans to approve or deny the plans or to provide comments back to the submitter of the plans. If any approved construction and/or engineering plans are amended or supplemented, the City shall have 15 business days from its receipt of such amended or supplemented plans to approve or deny the plans or to provide comments back to the submitter of the plans. Any written City approval or denial must be based on compliance with applicable City Regulations. If the City does not specifically approve or deny submitted plans within the above-described time periods, the plans shall be deemed approved. If any provision in this paragraph conflicts with any other provision in this Agreement, this paragraph controls.

(b) Contract Award. The contracts for construction of Authorized Improvements shall be let in the name of the Developer. The Developer's engineers shall prepare, or cause the preparation of, and provide all contract specifications and necessary related documents. The Developer shall administer the contracts. The costs of construction, which are estimated on **Exhibit C**, shall be paid by the Developer or caused to be paid by the Developer, or the Developer's assignee, and reimbursed from the proceeds of Bonds in accordance with the Bond

Indenture, or reimbursed by the collected Assessments levied pursuant to the terms of a reimbursement agreement.

(c) Construction Standards and Inspection. The Authorized Improvements will be installed within the public right-of-way or in easements granted to the City. The Authorized Improvements shall be constructed and inspected in accordance with applicable state law, City ordinances, building codes, and other development requirements, including those imposed by any other governing body or entity with jurisdiction over the Authorized Improvements.

(d) Competitive Bidding. This Agreement and construction of the Authorized Improvements, including the TIRZ Projects, are anticipated to be exempt from competitive bidding pursuant to Sections 252.022(a)(9) and 252.022(a)(11) of the Texas Local Government Code based upon current cost estimates. However, in the event that the actual costs for the Authorized Improvements do not meet the parameters for exemption from the competitive bid requirement, then either competitive bid or alternative delivery methods may be used by the City as allowed by law.

(e) Ownership. All of the Authorized Improvements shall be owned by the City upon acceptance of them by the City. The Developer agrees to take any action reasonably required by the City where applicable to transfer or otherwise dedicate easements for the Authorized Improvements to the City and the public.

(f) Construction of Coit Road. At the time during construction of a phase of development in which it becomes necessary to construct Coit Road, the City and the Developer will jointly agree on whether the Developer will construct two lanes of Coit Road adjacent to such phase or escrow the funds for construction of two lanes of Coit Road adjacent to such phase, in order to allow the most flexibility as to the final location of Coit Road. The amount required to be placed in escrow is the amount for constructing two lanes of Coit Road. If monies are escrowed to the City, then the City will construct the two lanes of Coit Road adjacent to such phase.

4.3 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance of part or all of the water or wastewater Authorized Improvements, the City shall maintain and operate the accepted water and wastewater infrastructure and provide water and/or wastewater service to the Property served by the accepted water and/or wastewater infrastructure.

(b) Upon inspection, approval, and acceptance of part or all of the roadway or storm water Authorized Improvements, the City shall maintain and operate the accepted roadways and storm water infrastructure.

(c) The Developer will construct and the HOA shall maintain and operate the open spaces, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, drainage areas, detention areas and any other common improvements or appurtenances not maintained and operated by the City.

ARTICLE V

ADDITIONAL OBLIGATIONS

5.1 Mandatory Homeowners Association. The Developer will create a mandatory homeowner association (“HOA”), which HOA shall be required to levy and collect from homeowners annual fees in an amount calculated to maintain the Amenity Center, open spaces, common areas, right-of-way irrigation systems, raised medians and other right-of-way landscaping, detention areas, drainage areas and screening walls within the PID. Common areas, including but not limited to all landscaped entrances to the PID and right-of-way landscaping, shall be maintained solely by the HOA. Maintenance of public rights-of-way by the HOA shall comply with City Regulations and shall be subject to oversight by the City.

5.2 County Road 102 (CR 102). The Parties agree with the approval of any adjacent homeowner north of CR 102, the City will abandon CR 102. The Developer will provide assistance to the City to receive consent of the homeowner for abandonment of CR 102 and will provide assistance to facilitate a method of ingress and egress to the homeowner’s property.

ARTICLE VI

PID BONDS

6.1 City Bond Issuance. The City intends to issue Bonds, in one or more series, solely for the purposes of financing the costs of the Authorized Improvements and related costs (including Administrative Expenses) and paying issuance costs and the cost of funding all reserves, accounts, and funds required by the applicable Bond Ordinance (including a capitalized interest account, a debt service reserve fund, and the project fund). The City and the Developer have determined and hereby agree that the estimated maximum aggregate principal amount of Bonds will be \$20,000,000.00. The City staff will, from time to time, submit to the City Council agenda items to approve the issuance of Bonds by the City (in one issue or in a series of issues over the years) in an amount up to, but not to exceed, the estimated maximum aggregate principal Bond amount of \$20,000,000.00. Notwithstanding the foregoing, the City’s obligation to approve the issuance of Bonds is subject to the City’s review and confirmation that the Assessments are reasonable relative to the market as determined by the City Council.

6.2 Costs for Non-Bank Qualified Bonds. If in any calendar year (including 2017) the City issues PID Bonds that would constitute a bank qualified debt issuance but for the issuance of the PID Bonds or other bonds supporting public improvements for non-City owned development projects, including either bonds authorized by the PID Act, then the Developer shall pay to the City a fee (the “PID Bond Fee”) to compensate the City for the interest savings the City would have achieved had the debt issued by the City been bank qualified provided that all other developers or owners benefitting from the City issuing debt are similarly burdened with an obligation to compensate the City. The City shall calculate the PID Bond Fee for all series of Bonds and notify Developer of the total amount due at least ten (10) business days prior to pricing the first series of Bonds. The Developer agrees to pay the estimate of the PID Bond Fee to the City on the later of (i) five (5) business days prior to pricing of any series of Bonds or other City debt, or (ii) five (5) business days after receiving notice from the City of the estimated amount of PID

Bond Fee due to the City. The City shall not be required to price or sell any series of Bonds until the Developer has paid the PID Bond Fee.

To the extent any developer(s) or owner(s) (including the Developer, as applicable) has (have) paid all or a part of a PID Bond Fee estimate for any particular calendar year, any such PID Bond Fee estimate paid subsequently by a developer or owner (including the Developer, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or owner(s) (including the Developer, as applicable) as necessary so as to put all developers and owners so paying for the same calendar year in the required payment proportion as set forth above, said reimbursement to be made by the City within ten (10) business days after its receipt of such subsequent payments of the estimated PID Bond Fee. The City will deposit all payments of a PID Bond Fee estimate received from a developer or owner (including the Developer, as applicable) into a segregated account until such time as (1) the City transfers the funds to a capital improvement project fund in conjunction with issuing City debt; and/or (2) the City refunds a portion of the PID Bond Fee estimate consistent with the pro rata formula above within 10 days of issuing Bonds. On or before January 15th of the following calendar year, the final PID Bond Fee shall be calculated. By January 31st of such year, any funds in excess of the final PID Bond Fee that remain in such segregated account on December 31st of the preceding calendar year shall be refunded to the developers or owners (including the Developer, as applicable) and any deficiencies in the estimated PID Bond Fee paid to the City by any developer or owner (including the Developer, as applicable) shall be remitted to the City by the respective developer or owner (including the Developer, as applicable).

ARTICLE VII

INSPECTION AND PERMITTING

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

If the City finds that such improvements have been completed in accordance with the final plats and specifications approved by the City (or any modifications thereof approved by the City), and in accordance with all other applicable laws and City Regulations, the City shall accept the same whereupon ownership of such improvements shall be transferred to the City and be operated and maintained by the City at its sole expense. The requirement for acceptance does not apply to recreational facilities and landscaping improvements that will be maintained by the HOA. Installation of Franchise Utilities may be a requirement for acceptance, except that the City shall release up to 50 percent of the building permits for the lots within a plat without the completion of such installation if the Developer indemnifies the City for any damage to the accepted improvements that result from the franchise utility provider installing such Franchise Utilities after

acceptance by the City. The City may withhold any of the remaining 50 percent of the building permits for the lots within a plat until the Franchise Utilities are installed. Installation of landscaping, hardscape, and amenity improvements shall not be a requirement for acceptance of a subdivision or the recording of the final approved plat in the property records of Collin County.

ARTICLE VIII

PAYMENT OF AUTHORIZED IMPROVEMENTS

8.1 Improvement Account of the Project Fund. On the date of issuance of any Bonds, the City shall establish the Improvement Account of the Project Fund in accordance with the applicable Bond Indenture. Any Improvement Account of the Project Fund shall be maintained as provided in the Bond Indenture and shall not be commingled with any other funds of the City. Any Improvement Account of the Project Fund shall be administered and controlled (including signatory authority) by the City and funds in the Improvement Account of the Project Fund shall be deposited and disbursed in accordance with the terms of the Bond Indenture. In the event of any conflict between the terms of this Agreement and the terms of the Bond Indenture relative to deposit and/or disbursement, the terms of the Bond Indenture shall control.

8.2 Cost Overrun. In advance of letting a contract for the Authorized Improvements, the City may confirm that the cost for construction of such Authorized Improvements is generally consistent with the estimated cost provided on **Exhibit C**, as amended from time to time in accordance with Section 4.1. If the total cost of the Authorized Improvements in the aggregate exceeds the total amount of monies on deposit in the Improvement Account of the Project Fund (a “Cost Overrun”), the Developer shall be solely responsible for the remainder of the costs of the Authorized Improvements, except as provided for in Section 8.3 below.

8.3 Cost Underrun. Upon the final acceptance by the City of an Authorized Improvement (or each segment or a portion thereof) and payment of all outstanding invoices by the Developer for such Authorized Improvement (or each segment or a portion thereof), if the Actual Cost of such Authorized Improvement is less than the Budgeted Cost (a “Cost Underrun”), any remaining Budgeted Cost will be available to pay Cost Overruns on any other Authorized Improvement.

8.4 Remainder of Funds in the Improvement Account of the Project Fund. If funds remain in the Improvement Account of the Project Fund created under the Bond Indenture after the completion of all Authorized Improvements and the payment of all Authorized Improvement Costs as provided for in a reimbursement agreement or the Bond Indenture, then such funds shall be used to redeem the Bonds as provided for in the Bond Indenture.

ARTICLE IX

TIRZ AND AGRICULTURAL EXEMPTION

9.1 Agricultural Exemption. The City acknowledges that some or all of the PID Property may now have or may in the future have an agricultural, timber, or wildlife management use tax classification, and the City may not request removal of any such tax classification until Bonds secured by the PID Property are issued to pay for the costs of the Authorized Improvements

and related costs, notwithstanding any waiver of such exemption for other political subdivisions or public entities. However, to the extent that the City might otherwise be required under Section 23.41 et seq. of the Texas Tax Code or other applicable law, including but not limited to Section 43.035 of the Texas Local Government Code, or offers to enter into a development agreement with a Landowner containing other such restrictions, this Agreement shall be deemed to have satisfied any such requirement.

9.2 Tax Increment Reinvestment Zone. As soon as practicable, the City intends to create and intends to operate and maintain the TIRZ over the PID Property to provide tax increment revenue for the construction or acquisition of capital improvements that are Authorized Improvements and qualify as projects under the TIF Act to serve the PID Property or to reimburse the Developer for any costs advanced or expended by the Developer related to the construction or acquisition of Authorized Improvements, including the Authorized Improvement Costs. The TIRZ shall provide thirty-four and two tenths percent (34.2%) of the *ad valorem* tax increment generated by the PID Property for a period of up to thirty-one (31) years or until the amount of TIRZ increment placed into the TIRZ Fund totals \$10,770,317.00, whichever comes first, which will be collected by the City in accordance with the TIRZ Project and Finance plan.

9.3 TIRZ Fund. In accordance with the TIRZ Project and Finance Plan, the tax increment obtained from the PID Property shall be placed into the TIRZ Fund, a separate fund which has been created by the City. It is anticipated that the monies in the TIRZ Fund shall: (1) pay or reimburse a party for the costs of certain Authorized Improvement projects; (2) be distributed in accordance with the TIRZ Project and Finance Plan to lower the Assessments of Assessed Property owners, on an annual basis; or (3) be allocated in some combination of 1 and 2.

ARTICLE X DEVELOPMENT

10.1 Full Compliance with City Standards.

(a) Development of the Property shall be subject to the City's subdivision regulations and uniform engineering design standards in effect on the Effective Date, except to the extent that the Concept plan, attached as **Exhibit D**, PD No. 43, and the Phase #1 Construction Plans may vary from those terms, then the Concept plan, PD No. 43, and the Phase #1 Construction Plans

shall control, and future amendments to the City's subdivision regulations and standards shall not apply to the Property, unless Developer elects to apply the future amendments.

(b) Any revision the Concept plan, if approved by the City, shall be considered an amendment to this Development Agreement, and shall replace the attached Concept Plan and become a part of this Development Agreement.

(c) The Amenity Center shall be developed per attached **Exhibit E**.

(d) The Developer will submit a revised General Development Plan for the Property, which may be approved by the City manager and upon approval, shall replace the existing General Development Plan for the Property.

(e) The Developer will revise the Concept Plan and General Development Plan for the shift of Coit Road, which revisions to the Concept Plan and General Development Plan may be approved by the City manager and upon approval, shall replace the existing Concept Plan attached to this Agreement and shall replace the General Development Plan.

10.2 Replat. The Developer may submit a replat for all or any portion of the Property. Any replat shall be in general conformance with the Concept plan.

10.3 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 Effective Date. The Developer does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code.

10.4 Property Acquisition. The Parties acknowledge that the Developer is responsible for the acquisition of certain off-site property rights and interests to allow certain public infrastructure to be constructed to serve the Property. Developer shall use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, needed to construct the off-site improvements. If, however, Developer is unable to obtain such third-party rights-of-way, consents, or easements within 90 days of commencing efforts to obtain the needed rights-of-way, consents, or easements, then, as a condition to requiring the Developer to construct off-site improvements, the City agrees to take reasonable steps to secure same through the use of the City's power of eminent domain. Developer shall fund all reasonable and necessary legal proceeding/litigation costs, compensation awards by courts or negotiated amounts for the condemned property interest, attorneys' fees, appraiser and expert witness fees, interest, court costs, mediation fees, deposition costs, copy charges, courier fees, postage and taxable court costs (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers that for any reason are not funded by the proceeds of Bonds, if Bonds are issued, or Assessments and shall 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. If 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 Authorized Improvements 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, Developer shall deposit additional funds as requested by the

City into the escrow account within 10 days after written Notice from the City. Any unused escrow funds will be refunded to Developer within 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.

10.5 Conflicts. In the event of any conflict between this Agreement and any City Regulation, this Agreement, including any exhibit or attachment, shall control.

ARTICLE XI **DEVELOPMENT PROCESS AND CHARGES**

11.1 Development, Review and Inspection Fees. Development of any portion of the Property shall be subject to payment to the City of the applicable fees according to the City's ordinances, including without limitation fees relating to platting, zoning requests, and any other charges and fees not expressly exempted or altered by the terms of this Agreement.

11.2 Capital Recovery Fees. The Developer is responsible for the construction of all on-site and off-site Authorized Improvements for water and wastewater facilities as well as Roadway Improvements and Drainage Improvements, to the extent such improvements are necessitated by and attributable to the development of the Property. The Parties agree that such improvements will include all of the capital improvements and facility expansions necessitated by and attributable to the Property; therefore, pursuant to Section 395.001(4) of the Texas Local Government Code, **no Impact Fees levied by the Town will apply to the Property**. Instead, the City agrees to (a) set roadway capital recovery fees at \$2,500.00 per single-family residential lot, (b) set water and wastewater capital recovery fees at \$2,000.00 per single-family residential lot, and (c) waive (i) payment of inspection fees related to the development of the Property, and (ii) the requirement for payment of any Impact Fees. All capital recovery fees applicable to individual lots will be due and payable by the Developer at the time building permits are issued for each single-family residential lot.

11.3 Technology Fees.

(a) The City waives, relinquishes, and releases any right it might have under a current or future City Regulation or state law to assess, levy, or collect fees for fiber optics in connection with the development of the Property. The Parties agree that as of the Effective Date of this Agreement, there is not a fiber service provider to serve the Property. Once a fiber service provider has been made available to serve the Property, the Developer agrees to work with such fiber service provider to serve the Property. As there is currently not a fiber service provider to serve the Property, the Developer's inability to work with a fiber service provider shall not constitute a default under this Agreement.

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

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

11.5 Infrastructure. All Public Infrastructure shall be designed, constructed and installed in compliance with the City's subdivision regulations in effect on the Effective Date, the City's uniform engineering design standards in effect on the Effective Date, and all other City Regulations that are applicable to the Property per the terms of this Agreement. Construction and/or installation of Public Infrastructure shall not begin until complete and accurate plans and specifications have been approved by the City. Each of such contracts shall require a two-year maintenance bond following completion, which bond shall run in favor of the Party responsible for maintenance of the completed Public Infrastructure. The Public Infrastructure will be installed within the public right-of-way or in easements granted to the City.

11.6 INDEMNIFICATION AND HOLD HARMLESS. 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 IMPROVEMENTS ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION OF THE PUBLIC IMPROVEMENTS; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE PUBLIC IMPROVEMENTS; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE PUBLIC IMPROVEMENTS OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE PUBLIC IMPROVEMENTS, 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.

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 JOINTLY AND SEVERALLY LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES.

THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST, AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.

ARTICLE XII **WATER AND WASTEWATER SERVICE**

12.1 The Water and Wastewater Facilities. The Developer shall have full responsibility for designing and constructing the on-site and off-site water and wastewater facilities (together with and including the cost of obtaining any and all easements in or fee simple title to land to provide for and to accommodate such water and wastewater facilities) that will serve the Property ("Water and Wastewater Facilities") and the cost thereof. The Developer shall be responsible for the construction, including the acquisition of any necessary easements (the size and extent of each such easements to be approved by the City) for the Water and Wastewater Facilities. The Developer must design and construct the Water and Wastewater Facilities, including but not limited to the water transmission and distribution system(s) necessary to provide continuous and adequate service to customers in the Property in compliance with all statutory and regulatory requirements, including design and construction criteria and specifications of the City, and in compliance with all applicable City standards.

12.2 Transfer of Retail Water CCN to City. Upon the request of the Developer to transfer the Marilee SUD CCN to the City, the Developer shall pay the reasonable costs associated with the transfer of the Marilee SUD CCN to the City that the City may incur from the date of the Developer's request. The Developer may request to make payment of such costs at the time of issuance of the first series of Bonds.

12.3 Retail Water and Wastewater Service to the Property.

(a) Retail water and wastewater service to serve the Property shall be provided by the City.

(b) Until the City can fully provide both retail water and wastewater service to the Property, the Parties agreed to intermediately provide both retail water and wastewater service to the Property pursuant the MOU attached as **Exhibit H**.

12.4 Roadway Improvements and Related Drainage Facilities and Drainage Improvements not Related to Roadways. The Developer shall have full responsibility for designing and constructing the on-site and off-site Roadway Improvements and related drainage facilities and Drainage Improvements (together with and including the cost of obtaining any and all easements in or fee simple title to land to provide for and to accommodate such Roadway Improvements and related drainage facilities and Drainage Improvements) that will serve the Property ("Roadway and Drainage Facilities") and the cost thereof. The Developer shall be responsible for the construction, including the acquisition of any necessary easements (the size and extent of each such easements to be approved by the City) for the Roadway and Drainage Facilities. The Developer must design and construct the Roadway and Drainage Facilities, including but not limited to the water transmission and distribution system(s) necessary to provide continuous and adequate service to customers in the Property in compliance with all statutory and regulatory requirements, including design and construction criteria and specifications of the City, and in compliance with all applicable City standards.

12.5 Administration of Construction of Public Infrastructure. The Parties agree that the Developer will be responsible to construct the Public Infrastructure. The Public Infrastructure and all other needed improvements will be considered a City project and the City will own all such Public Infrastructure and other needed improvements upon completion and acceptance.

12.6 Operation of the Water and Wastewater Facilities. If the City accepts the Water and Wastewater Facilities, the City shall operate the Water and Wastewater Facilities serving the Property and use the Water and Wastewater Facilities to provide service to all customers within the Property and as otherwise required by State law. If accepted by the City, the City shall at all times maintain the Water and Wastewater Facilities or cause the Water and Wastewater Facilities to be maintained, in good condition and working order in compliance with all applicable City Regulations and all applicable regulations, rules, policies, standards, and orders of any governmental entity with jurisdiction over same.

12.7 Operation of the Roadway and Drainage Facilities. If the City accepts the Roadway and Drainage Facilities, the City shall operate the Roadway and Drainage Facilities serving the Property and use the Roadway and Drainage Facilities to provide service to all customers within the Property and as otherwise required by State law. If accepted by the City, the City shall at all times maintain the Roadway and Drainage Facilities or cause the Roadway and Drainage Facilities to be maintained, in good condition and working order in compliance with all applicable City Regulations and all applicable regulations, rules, policies, standards, and orders of any governmental entity with jurisdiction over same.

ARTICLE XIII **TERM**

The term of this Agreement shall be for a period of thirty (30) years after the Effective Date and shall automatically be extended once for a fifteen (15) year period, unless either Party makes a written objection to the extension. The Parties may extend the term of this Agreement beyond the term of the automatic extension if they execute an agreement in writing.

ARTICLE XIV **EVENTS OF DEFAULT; REMEDIES**

14.1 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. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within 30 days after it is due.

14.2 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.

14.3 Cessation of Compliance. As a matter of law, a city by contract cannot bind its current or future city councils in the exercise of the council's legislative discretion or the performance of its legislative functions, which include the zoning of property, the establishment of PIDs and TIRZs, and the levying of assessments. Nonetheless, the Developer has spent a substantial sum to negotiate, implement, and comply with this Agreement and Developer expects and relies on the City to take appropriate actions to zone the Property, create the PID and TIRZ, and levy the Assessments that are described in this Agreement. If the current or a future City Council of the City does not zone the Property as described in this Agreement, does not establish or operate the PID or the TIRZ as described in this Agreement, or does not levy the Assessments described in this Agreement, then Developer shall have no further obligation to comply with any of the terms of this Agreement until such time as the City Council takes appropriate actions to have the City resume compliance with its obligations under this Agreement. If the City resumes its

compliance with its obligations under this Agreement, the Developer shall have up to 90 days to resume its compliance with this Agreement.

ARTICLE XV

ASSIGNMENT AND ENCUMBRANCE

15.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. The Developer and any Assignee have 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”) (a) without City consent, but with Notice to the City, if the Assignee is a lienholder or an affiliate or related entity of the Developer; or (b) with the City manager’s prior written consent (which consent shall not be unreasonably withheld if the Assignee demonstrates financial ability to perform), if to any other person or entity. Any receivables due under this Agreement, any construction funding agreement, any reimbursement agreement (pursuant to Section 372.023(d-1) of the Texas Local Government Code), or any TIRZ agreement may be assigned by the Developer without the consent of, but upon written Notice to the City in accordance with Section 15.5 of this Agreement and as allowed. The Developer may also collaterally assign the PID and or TIRZ receivables as collateral for any development loan, and the Developer may execute such documents and contracts as necessary to effectuate such loans or financings, without the consent, but with Notice, to the City. An Assignee shall be considered a “Party” for the purposes of this Agreement. 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. No assignment by the Developer shall release the Developer from any liability that resulted from an act or omission by the Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. The Developer shall maintain written records of all assignments made by the Developer to Assignee, including a copy of each executed assignment and the Assignee’s notice information as required by this Agreement, and, upon written request from the City, any Party or Assignee, shall provide a copy of such records to the requesting person or entity.

15.2 Encumbrance by City. The City shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement without the Developer’s prior written consent, which consent shall not be unreasonably withheld.

15.3 Assignees as Parties. An Assignee approved or authorized in accordance with this Agreement and for which Notice of assignment has been provided in accordance with Section 15.5 of this Agreement shall be considered a “Party” for the purposes of this Agreement. With the exception of an End Buyer of a lot within the Property, any person or entity upon becoming an owner of land within the District or upon obtaining an ownership interest in any part of the Property shall be deemed to be an owner 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. This

Agreement and the obligations and liabilities arising under this Agreement shall be released automatically as to each End Buyer of a lot; provided, however, that no such conveyance of a lot shall release Developer from its obligations hereunder. Any third party, including without limitation any title company, grantee or lienholder, shall be entitled to rely on the existence or non-existence of a recorded affidavit to establish whether such termination has occurred as to a lot.

15.4 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.

15.5 Notice of Assignment. Notwithstanding anything to the contrary in this Agreement, the following requirements shall apply in the event that the Developer sells, assigns, transfers, or otherwise conveys the Property or any part thereof and/or any of its rights or benefits under this Agreement:

- (a) within 30 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Developer must provide written Notice of same to the City;
- (b) the Notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;
- (c) the Notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance;
- (d) the Notice must be signed by a duly authorized person representing the Developer.

ARTICLE XVI

RECORDATION AND ESTOPPEL CERTIFICATES

16.1 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 Collin County. 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, 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 End-Buyer of a Fully Developed and Improved Lot except for land use and development regulations that apply to such lots.

16.2 Estoppel Certificates. From time to time upon written request of the Developer or any future owner, and upon the payment of a \$100.00 fee to the City, the City Manager, or his/her designee will, in his official capacity and to his reasonable knowledge and belief, execute a written

estoppel certificate identifying any obligations of an owner under this Agreement that are in default.

ARTICLE XVII
[RESERVED]

ARTICLE XVIII
ADDITIONAL PROVISIONS

18.1 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.

18.2 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 transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within 24 hours after such transmission) or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:	Attn: City Manager City of Celina 142 North Ohio Celina, TX 75009
With a copy to:	Attn: Julie Fort Messer, Rockefeller & Fort, PLLC 6351 Preston Road, Suite 350 Frisco, Texas 75034
And to:	Attn: Robert Dransfield Norton Rose Fulbright US LLP 2200 Ross Avenue, Suite 3600 Dallas, Texas 75201-7932
To the Developer:	Attn: Mehrdad Moayed CADG Celina 156, LLC 1800 Valley View Lane, Suite 300

Farmers Branch, Texas 75234

With a copy to:

Attn: J. Prabha Cinclair
Miklos Law, PLLC
1800 Valley View Lane, Suite 360
Farmers Branch, Texas 75234
E-mail: cinclair@mikloslegal.com

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.

18.3 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.

18.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

18.5 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.

18.6 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.

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

18.8 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 Collin County. Exclusive venue for any action to enforce or construe this Agreement shall be in the Collin County District Court.

18.9 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.

18.10 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.

18.11 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.

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

Exhibit A	Metes and Bounds of the Property
Exhibit A-1	Metes and Bounds of the PID Property
Exhibit B	Property Depiction
Exhibit B-1	PID Property Depiction
Exhibit C	Authorized Improvements with their Estimated Costs
Exhibit D	Concept Plan
Exhibit E	Amenity Center
Exhibit F	Home Buyer Disclosure Program
Exhibit G	Landowner Agreement
Exhibit H	Memorandum of Understanding

18.13 Home Buyer Disclosures. The Developer shall comply with the Home Buyer Disclosure Program and shall deed restrict the Property in a manner that notifies all owners of Property of the obligations set forth in the Home Buyer Disclosure Program. The Developer shall provide City evidence on a quarterly basis, or upon written request from the City, that the original purchaser of any finished lot within the PID has been provided the Home Buyer Disclosure Program.

18.14 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the City waives its

sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement. This is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

18.15 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three 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.

18.16 Entire Agreement. This Agreement, including its exhibits and documents executed in accordance with 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.

18.17 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and Developer expressly amending the terms of this Agreement.

18.18 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

[signatures on following pages]

EXECUTED by the City and Developer on the respective dates stated below.

Date: _____

CITY OF CELINA

By: _____
Chad Anderson, Mayor Pro Tem

ATTEST:

Vicki Faulkner, City Secretary

APPROVED AS TO FORM

Julie Fort, Attorney for City

STATE OF TEXAS §

§

COUNTY OF COLLIN §

This instrument was acknowledged before me on the __ day of _____, 2017 by _____ of the City of Celina, Texas on behalf of said City.

(SEAL)

Notary Public, State of Texas

Name printed or typed

Commission Expires: _____

Attachment: Chalk Hill Development Agreement (Chalk Hill Development Agreement)

DEVELOPER

CADG Celina 156, LLC,
a Texas limited liability company

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

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

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

By: _____
Name: Mehrdad Moayed
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 2017 by Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of CADG Holdings, LLC, as Sole Member of CADG Celina 156, LLC, a Texas limited liability company on behalf of said company.

Notary Public, State of Texas

Attachment: Chalk Hill Development Agreement (Chalk Hill Development Agreement)

EXHIBIT A
Property Metes and Bounds

Attachment: Chalk Hill Development Agreement (Chalk Hill Development Agreement)

EXHIBIT A-1
PID Property Metes and Bounds

Attachment: Chalk Hill Development Agreement (Chalk Hill Development Agreement)

EXHIBIT B
Property Depiction

Attachment: Chalk Hill Development Agreement (Chalk Hill Development Agreement)

EXHIBIT B-1
PID Property Depiction

Attachment: Chalk Hill Development Agreement (Chalk Hill Development Agreement)

EXHIBIT C
Authorized Improvements

EXHIBIT D
Concept plan

EXHIBIT E
Amenity Center

EXHIBIT F

HOME BUYER DISCLOSURE PROGRAM

The Administrator (as defined in the Service and Assessment Plan) for the _____ Public Improvement District (the “PID”) shall facilitate Notice to prospective homebuyers in accordance with the following minimum requirements:

1. Record notice of the PID in the appropriate land records for the Property.
2. Require builders to attach the Recorded Notice of the Authorization and Establishment of the PID and the final Assessment Roll for such Assessed Parcel (or if the Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 40-year payment for such Assessed Parcel) in an addendum to each residential homebuyer’s contract on brightly colored paper.
3. Collect a copy of the addendum signed by each buyer from builders and provide to the City.
4. Require signage indicating that the Property for sale is located in a special assessment district and require that such signage be located in conspicuous places in all model homes.
5. Prepare and provide to builders an overview of the existence and effect of the PID for those builders to include in each sales packet of information that it provides to prospective homebuyers.
6. Notify builders who estimate monthly ownership costs of the requirement that they must include special assessments in estimated Property taxes.
7. Notify Settlement Companies through the builders that they are required to include special taxes on HUD 1 forms and include in total estimated taxes for the purpose of setting up tax escrows.
8. Include notice of the PID in the homeowner association documents in conspicuous bold font.
9. The City will include announcements of the PID on the City’s web site.

The Developer and the Administrator shall regularly monitor the implementation of this disclosure program and shall take appropriate action to require these Notices to be provided when one of them discovers that any requirement is not being complied with.

**EXHIBIT G
LANDOWNER AGREEMENT**

Attachment: Chalk Hill Development Agreement (Chalk Hill Development Agreement)

LANDOWNER AGREEMENT

This **LANDOWNER AGREEMENT** (the "Agreement"), is entered into as of _____, among the City of Celina, Texas (the "City"), a home rule municipality of the State of Texas (the "State"), and _____, a Texas _____ (the "Landowner").

RECITALS:

WHEREAS, Landowner owns the Assessed Parcels described by a metes and bounds description attached as **Exhibit I** to this Agreement and which is incorporated herein for all purposes, comprising all of the non-exempt, privately-owned land described in **Exhibit I** (the "Landowner Parcel") which is coterminous with the Chalk Hill Public Improvement District (the "District") in the City; and

WHEREAS, the City Council has adopted an assessment ordinance for the Authorized Improvements (including all exhibits and attachments thereto, the "Assessment Ordinance") and the Service and Assessment Plan included as an exhibit to the Assessment Ordinance (the "Service and Assessment Plan") and which is incorporated herein for all purposes, and has levied an assessment on each Assessed Parcel in the District (as identified in the Service and Assessment Plan) that will be pledged as the security for the payment of bonds or other obligations (the "Bonds") to be issued for the purpose of paying the costs of constructing the Authorized Improvements that will benefit the Assessed Property (as defined in the Service and Assessment Plan); and

WHEREAS, the Covenants, Conditions and Restrictions attached to this Agreement as **Exhibit II** and which are incorporated herein for all purposes, include the statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended (the "PID Act"), to the purchaser.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations and benefits hereinafter set forth, the City and the Landowner hereby contract, covenant and agree as follows:

DEFINITIONS; APPROVAL OF AGREEMENTS

Definitions. Capitalized terms used but not defined herein (including each exhibit hereto) shall have the meanings ascribed to them in the Service and Assessment Plan.

Affirmation of Recitals. The findings set forth in the Recitals of this Agreement are hereby incorporated as the official findings of the City Council.

I.

AGREEMENTS OF LANDOWNER

A. Affirmation and Acceptance of Agreements and Findings of Benefit.
Landowner hereby ratifies, confirms, accepts, agrees to, and approves:

(i) the creation and boundaries of the District, and the boundaries of the Landowner's Parcel which are coterminous with the District, all as shown on **Exhibit I**, and the location and development of the Authorized Improvements on the Landowner Parcel and on the property within the District;

(ii) the determinations and findings as to the benefits by the City Council in the Service and Assessment Plan and the Assessment Ordinance;

(iii) the Assessment Ordinance and the Service and Assessment Plan.

B. Acceptance and Approval of Assessments and Lien on Property.

Landowner consents to, agrees to, acknowledges and accepts the following:

(i) each Assessment levied by the PID on the Landowner's Parcel within the District, as shown on the assessment roll attached as Appendix ___ to the Service and Assessment Plan (the "Assessment Roll");

(ii) the Authorized Improvements specially benefit the District, and the Landowner's Parcel, in an amount in excess of the Assessment levied on the Landowner's Parcel within the District, as such Assessment is shown on the Assessment Roll;

(iii) each Assessment is final, conclusive and binding upon Landowner and any subsequent owner of the Landowner's Parcel, regardless of whether such landowner may be required to prepay a portion of, or the entirety of, such Assessment upon the occurrence of a mandatory prepayment event as provided in the Service and Assessment Plan;

(iv) the obligation to pay the Assessment levied on the Landowner's Parcel owned by it when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance;

(v) each Assessment or reassessment, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Landowner's Parcel, superior to all other liens and monetary claims except liens or monetary claims for state, county, school district, or municipal ad valorem taxes, and is a personal liability of and charge against the owner of the Landowner's Parcel regardless of whether such owner is named;

(vi) the Assessment lien on the Landowner's Parcel is a lien and covenant that runs with the land and is effective from the date of the Assessment Ordinance and continues until the Assessment is paid and may be enforced by the governing body of the City in the same manner that an ad valorem tax lien against real property may be enforced by the City;

(vii) delinquent installments of the Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act;

(viii) the owner of a Landowner's Parcel may pay at any time the entire Assessment, with interest that has accrued on the Assessment, on any parcel in the Landowner's Parcel;

(ix) the Annual Installments of the Assessments (as defined in the Service and Assessment Plan and Assessment Roll) may be adjusted, decreased and extended; and, the assessed parties shall be obligated to pay their respective revised amounts of the annual installments, when due, and without the necessity of further action, assessments or reassessments by the City, the same as though they were expressly set forth herein; and

(x) Landowner has received, or hereby waives, all notices required to be provided to it under State law, including the PID Act, prior to the Effective Date (defined herein).

C. Mandatory Prepayment of Assessments. Landowner agrees and acknowledges that Landowner or subsequent landowners may have an obligation to prepay an Assessment upon the occurrence of a mandatory prepayment event, at the sole discretion of the City and as provided in the Service and Assessment Plan, as amended or updated.

D. Notice of Assessments. Landowner further agrees as follows:

(i) the Covenants, Conditions and Restrictions attached hereto as **Exhibit II** shall be terms, conditions and provisions running with the Landowner's Parcel and shall be recorded (the contents of which shall be consistent with the Assessment Ordinance and the Service and Assessment Plan as reasonably determined by the City), in the records of the County Clerk of Collin County, as a lien and encumbrance against such Landowner's Parcel, and Landowner hereby authorizes the City to so record such documents against the Landowner's Parcel owned by Landowner;

(ii) reference to the Covenants, Conditions and Restrictions attached hereto as **Exhibit II** shall be included on all recordable subdivision plats and such plats shall be recorded in the real property records of Collin County, Texas;

(iii) in the event of any subdivision, sale, transfer or other conveyance by the Landowner of the right, title or interest of the Landowner in the Landowner's Parcel or any part thereof, the Landowner's Parcel, or any such part thereof, shall continue to be bound by all of the terms, conditions and provisions of such Covenants, Conditions and Restrictions and any purchaser, transferee or other subsequent owner shall take such Landowner's Parcel subject to all of the terms, conditions and provisions of such Covenants, Conditions and Restrictions; and

(iv) Landowner shall comply with, and shall contractually obligate (and promptly provide written evidence of such contractual provisions to the City) any party who purchases any Landowner's Parcel owned by Landowner, or any portion thereof, for the purpose of constructing residential properties that are eligible for "homestead" designations under State law, to comply with, the Homebuyer Education Program described on **Exhibit III** to this Agreement. Such compliance obligation shall terminate as to each Lot (as defined in the Service and Assessment Plan) if, and when, (i) a final certificate of occupancy for a residential unit on such Lot is issued by the City, and (ii) there is a sale of a Lot to an individual homebuyer, it being the intent of the undersigned that the Homebuyer Education Program shall apply only to a commercial builder who is in

the business of constructing and/or selling residences to individual home buyers (a “Builder”) but not to subsequent sales of such residence and Lot by an individual home buyer after the initial sale by a Builder.

Notwithstanding the provisions of this Section, upon the Landowner’s request and the City’s consent, in the City’s sole and absolute discretion, the Covenants, Conditions and Restrictions may be included with other written restrictions running with the land on property within the District, provided they contain all the material provisions and provide the same material notice to prospective property owners as does the document attached as **Exhibit II**.

II. OWNERSHIP AND CONSTRUCTION OF AUTHORIZED IMPROVEMENTS

A. Ownership and Transfer of Authorized Improvements. Landowner acknowledges that all of the Authorized Improvements and the land (or easements, as applicable) needed therefor shall be owned by the City as constructed and/or conveyed to the City and Landowner will execute such conveyances and/or dedications of public rights of way and easements as may be reasonably required to evidence such ownership, as generally described on the current plats of the property within the District.

B. Grant of Easement and License, Construction of Authorized Improvements.

(i) Any subsequent owner of the Landowner’s Parcel shall, upon the request of the City or Developer, grant and convey to the City or Developer and its contractors, materialmen and workmen a temporary license and/or easement, as appropriate, to construct the Authorized Improvements on the property within the District, to stage on the property within the District construction trailers, building materials and equipment to be used in connection with such construction of the Authorized Improvements and for passage and use over and across parts of the property within the District as shall be reasonably necessary during the construction of the Authorized Improvements. Any subsequent owner of the Landowner’s Parcel may require that each contractor constructing the Authorized Improvements cause such owner of the Landowner’s Parcel to be indemnified and/or named as an additional insured under liability insurance reasonably acceptable to such owner of the Landowner’s Parcel. The right to use and enjoy any easement and license provided above shall continue until the construction of the Authorized Improvements is complete; provided, however, any such license or easement shall automatically terminate upon the recording of the final plat for the Landowner’s Parcel in the real property records of Collin County, Texas.

(ii) Landowner hereby agrees that any right or condition imposed by the Improvement Agreement, or other agreement, with respect to the Assessment has been satisfied, and that Landowner shall not have any rights or remedies against the City under the Improvement Agreement, or under any law or principles of equity concerning the Assessments, with respect to the formation of the District, approval of the Service and Assessment Plan and the City’s levy and collection of the Assessments.

III. COVENANTS AND WARRANTIES; MISCELLANEOUS

A. Special Covenants and Warranties of Landowner.

Landowner represents and warrants to the City as follows:

(i) Landowner is duly organized, validly existing and, as applicable, in good standing under the laws of the state of its organization and has the full right, power and authority to enter into this Agreement, and to perform all the obligations required to be performed by Landowner hereunder.

(ii) This Agreement has been duly and validly executed and delivered by, and on behalf of, Landowner and, assuming the due authorization, execution and delivery thereof by and on behalf of the City and the Landowner, constitutes a valid, binding and enforceable obligation of such party enforceable in accordance with its terms. This representation and warranty is qualified to the extent the enforceability of this Agreement may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting the rights of creditors in general.

(iii) Neither the execution and delivery hereof, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under, any instrument, note, mortgage, contract, judgment, order, award, decree or other agreement or restriction to which Landowner is a party, or by which Landowner or Landowner's Parcel is otherwise bound.

(iv) Landowner is, subject to all matters of record in the Collin County, Texas Real Property Records, the sole owner of the Landowner's Parcel.

(v) The Landowner's Parcel owned by Landowner is not subject to, or encumbered by, any covenant, lien, encumbrance or agreement which would prohibit (i) the creation of the District, (ii) the levy of the Assessments, or (iii) the construction of the Authorized Improvements on those portions of the property within the District which are to be owned by the City, as generally described on the current plats of the property within the District (or, if subject to any such prohibition, the approval or consent of all necessary parties thereto has been obtained).

(vi) Landowner covenants and agrees to execute any and all documents necessary, appropriate or incidental to the purposes of this Agreement, as long as such documents are consistent with this Agreement and do not create additional liability of any type to, or reduce the rights of, such Landowner by virtue of execution thereof.

B. Waiver of Claims Concerning Authorized Improvements. The Landowner, with full knowledge of the provisions, and the rights thereof pursuant to such provisions, of applicable law, waives any claims against the City and its successors, assigns and agents, pertaining to the installation of the Authorized Improvements.

C. Notices.

Any notice or other communication to be given to the City or Landowner under this Agreement shall be given by delivering the same in writing to:

To the City:	Attn: City Administrator City of Celina, Texas 107 S. Main Street Celina, Texas 76227
With a copy to:	Attn: Julie Fort Messer, Rockefeller & Fort, PLLC 6351 Preston Road, Suite 350 Frisco, Texas 75034
To the Developer:	Attn: Mehrdad Moayed CADG Celina 156, LLC 1800 Valley View Lane Suite 300 Farmers Branch, Texas 75234
With a copy to:	Attn: J. Prabha Cinclair Miklos Law, PLLC 1800 Valley View Lane, Suite 360 Farmers Branch, Texas 75234

Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the recipient as the address set forth herein.

Each recipient may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this provision shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for, or actually received by, the addressee.

D. Parties in Interest.

This Agreement is made solely for the benefit of the City and the Landowner and is not assignable, except, in the case of Landowner, in connection with the sale or disposition of all or substantially all of the parcels which constitute the Landowner's Parcel. However, the parties expressly agree and acknowledge that the City, the Landowner, each current owner of any parcel which constitutes the Landowner's Parcel, and the holders of bonds issued by the City to finance the costs of the Authorized Improvements and which are secured by a pledge of the Assessments or any part thereof, are express beneficiaries of this Agreement and shall be entitled to pursue any

and all remedies at law or in equity to enforce the obligations of the parties hereto. This Agreement shall be recorded in the real property records of Collin County, Texas.

E. Amendments.

This Agreement may be amended only by written instrument executed by the City and the Landowner. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the property within the District and recorded in the Real Property Records of Collin County, Texas.

F. Effective Date.

This Agreement shall become and be effective (the “Effective Date”) upon the date of final execution by the latter of the City and the Landowner and shall be valid and enforceable on said date and thereafter.

G. Estoppels.

Within 10 days after written request from a party hereto, the other party shall provide a written certification, indicating whether this Agreement remains in effect as to the Landowner’s Parcel, and whether any party is then in default hereunder.

H. Termination.

This Agreement shall terminate and be of no further force and effect as to the Landowner’s Parcel upon payment in full of the Assessment(s) against such Landowner’s Parcel.

[Signature pages to follow]

EXECUTED by the City and Landowner on the respective dates stated below.

Date: _____

CITY OF CELINA, TEXAS

By: _____
Mayor

[Signature Page Landowner Agreement]

LANDOWNER

a Texas _____,

By: _____

STATE OF TEXAS)
)
COUNTY OF _____)

 This instrument was acknowledged before me on the __ day of _____, 2017, by
_____ in his capacity of _____, known to be
the person whose name is subscribed to the foregoing instrument, and that he executed the same
on behalf of and as the act of _____.

Notary Public, State of Texas

My Commission Expires:

[Signature Page Landowner Agreement]

Attachment: Chalk Hill Development Agreement (Chalk Hill Development Agreement)

LANDOWNER AGREEMENT - EXHIBIT I
METES AND BOUNDS DESCRIPTION OF LANDOWNER'S PARCEL

Attachment: Chalk Hill Development Agreement (Chalk Hill Development Agreement)

LANDOWNER AGREEMENT - EXHIBIT II

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (as it may be amended from time to time, this "Declaration") is made as of _____ by _____ a Texas _____ (the "Landowner").

RECITALS:

- A. The Landowner holds record title to that portion of the real property located in Collin County, Texas, which is described in the attached Exhibit A (the "Landowner's Parcel").
- B. The City Council of the City of Celina (the "City Council") upon a petition requesting the establishment of a public improvement district covering the property within the District to be known as the Chalk Hill Public Improvement District (the "District") by the then owners of more than 50% of the appraised value of the taxable real property and owners of more than 50% of the area of all taxable real property within the area requested to be included in the District created such District, in accordance with the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act").
- C. The City Council has adopted an assessment ordinance to levy assessments for certain public improvements (including all exhibits and attachments thereto, the "Assessment Ordinance") and the Service and Assessment Plan included as an exhibit to the Assessment Ordinance (as amended from time to time, the "Service and Assessment Plan"), and has levied the assessments (as amended from time to time, the "Assessments") on property in the District.
- D. The statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended, to the purchaser, is incorporated into these Covenants, Conditions and Restrictions.

DECLARATIONS:

NOW, THEREFORE, the Landowner hereby declares that the Landowner's Parcel is and shall be subject to, and hereby imposes on the Landowner's Parcel, the following covenants, conditions and restrictions:

1. **Acceptance and Approval of Assessments and Lien on Property:**

- (a) Landowner accepts each Assessment levied on the Landowner's Parcel owned by such Landowner.
- (b) The Assessment (including any reassessment, the expense of collection, and reasonable attorney's fees, if incurred) is (a) a first and prior lien (the "Assessment Lien") against the property assessed, superior to all other liens or claims except for

liens or claims for state, county, school district or municipality ad valorem property taxes whether now or hereafter payable, and (b) a personal liability of and charge against the owners of the property to the extent of their ownership regardless of whether the owners are named. The Assessment Lien is effective from the date of the Assessment Ordinance until the Assessments are paid and may be enforced by the City in the same manner as an ad valorem property tax levied against real property that may be enforced by the City. The owner of any assessed property may pay, at any time, the entire Assessment levied against any such property. Foreclosure of an ad valorem property tax lien on property within the District will not extinguish the Assessment or any unpaid but not yet due annual installments of the Assessment, and will not accelerate the due date for any unpaid and not yet due annual installments of the Assessment.

It is the clear intention of all parties to these Declarations of Covenants, Conditions and Restrictions, that the Assessments, including any annual installments of the Assessments (as such annual installments may be adjusted, decreased or extended), are covenants that run with the Landowner's Parcel and specifically binds the Landowner, its successors and assigns.

In the event of delinquency in the payment of any annual installment of the Assessment, the City is empowered to order institution of an action in district court to foreclose the related Assessment Lien, to enforce personal liability against the owner of the real property for the Assessment, or both. In such action the real property subject to the delinquent Assessment may be sold at judicial foreclosure sale for the amount of such delinquent property taxes and Assessment, plus penalties, interest and costs of collection.

2. Landowner or any subsequent owner of the Landowner's Parcel waives:

- (a) any and all defects, irregularities, illegalities or deficiencies in the proceedings establishing the District and levying and collecting the Assessments or the annual installments of the Assessments;
- (b) any and all notices and time periods provided by the PID Act including, but not limited to, notice of the establishment of the District and notice of public hearings regarding the levy of Assessments by the City Council concerning the Assessments;
- (c) any and all defects, irregularities, illegalities or deficiencies in, or in the adoption of, the Assessment Ordinance by the City Council;
- (d) any and all actions and defenses against the adoption or amendment of the Service and Assessment Plan, the City's finding of a 'special benefit' pursuant to the PID Act and the Service and Assessment Plan, and the levy of the Assessments; and
- (e) any right to object to the legality of any of the Assessments or the Service and Assessment Plan or to any of the previous proceedings connected therewith which occurred prior to, or upon, the City Council's levy of the Assessments.

3. **Amendments:** This Declaration may be terminated or amended only by a document duly executed and acknowledged by the then-current owner(s) of the Landowner's Parcel and the City. No such termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the parties by whom approval is required as set forth above and recorded in the real Property Records of Collin County, Texas.
4. **Third Party Beneficiary:** The City is a third party beneficiary to this Declaration and may enforce the terms hereof.
5. **Notice to Subsequent Purchasers:** Upon the sale of a dwelling unit within the District, the purchaser of such property shall be provided a written notice that reads substantially similar to the following:

TEXAS PROPERTY CODE SECTION 5.014

NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENT TO THE CITY OF CELINA, COLLIN COUNTY, TEXAS CONCERNING THE PROPERTY AT [Street Address]

As the purchaser of this parcel of real property, you are obligated to pay an assessment to the City of Celina, Texas, for improvement projects undertaken by a public improvement district under Chapter 372 of the Texas Local Government Code, as amended. The assessment may be due in periodic installments.

The amount of the assessment against your property may be paid in full at any time together with interest to the date of payment. If you do not pay the assessment in full, it will be due and payable in annual installments (including interest and collection costs). More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the City of Celina, _____, Celina, Texas _____.

Your failure to pay the assessment or the annual installments could result in a lien and in the foreclosure of your property.

Signature of Purchaser(s) _____ Date: _____

The seller shall deliver this notice to the purchaser before the effective date of an executory contract binding the purchaser to purchase the property. The notice may be given separately, as part of the contract during negotiations, or as part of any other notice the seller delivers to the purchaser. If the notice is included as part of the executory contract or another notice, the title of the notice prescribed by this section, the references to the street address and date in the notice, and the purchaser's signature on the notice may be omitted.

EXECUTED by the undersigned on the date set forth below to be effective as of the date first above written.

LANDOWNER

a Texas _____,

By: _____

STATE OF TEXAS)
)
COUNTY OF _____)

 This instrument was acknowledged before me on the __ day of _____, 20____, by
_____ in his capacity as _____, known to be the
person whose name is subscribed to the foregoing instrument, and that he executed the same on
behalf of and as the act of _____.

Notary Public, State of Texas

My Commission Expires:

Attachment: Chalk Hill Development Agreement (Chalk Hill Development Agreement)

LANDOWNER AGREEMENT - EXHIBIT III
HOMEBUYER EDUCATION PROGRAM

As used in this Exhibit D, the recorded Notice of the Authorization and Establishment of the Chalk Hill Public Improvement District and the Covenants, Conditions and Restrictions in **Exhibit II** of this Agreement are referred to as the “Recorded Notices.”

1. Any Landowner who is a Builder shall attach the Recorded Notices and the final Assessment Roll for such Assessed Parcel (or if the Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 35 year payment for such Assessed Parcel) as an addendum to any residential homebuyer’s contract.
2. Any Landowner who is a Builder shall provide evidence of compliance with 1 above, signed by such residential homebuyer, to the City.
3. Any Landowner who is a Builder shall prominently display signage in its model homes, if any, substantially in the form of the Recorded Notices.
4. If prepared and provided by the City, any Landowner who is a Builder shall distribute informational brochures about the existence and effect of the District in prospective homebuyer sales packets.
5. Any Landowner who is a Builder shall include Assessments in estimated property taxes, if such Builder estimates monthly ownership costs for prospective homebuyers.

EXHIBIT H
Memorandum of Understanding

Attachment: Chalk Hill Development Agreement (Chalk Hill Development Agreement)

CITY OF CELINA, TEXAS

ORDINANCE 2010-26

AN ORDINANCE 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 156.890 ACRES OF LAND SITUATED IN THE W.W. SHAWVER SURVEY, ABSTRACT NO. 810 WILLIAM B, TUCKER SURVEY, ABSTRACT NO. 912, G.W. ESTES SURVEY, ABSTRACT NO. 299, AND THE W.H. RATTAN SURVEY, ABSTRACT NO. 753, COLLIN COUNTY, TEXAS AND BEING ALL OF THE SAME TRACTS OF LAND DESCRIBED IN A DEED TO MOSES HUBBARD OF RECORD IN VOLUME 125, PAGE 220, DEED RECORDS, COLLIN COUNTY, TEXAS, AND BEING A PART OF THAT SAME TRACT OF LAND DESCRIBED IN A DEED TO MOSES HUBBARD OF RECORD IN VOLUME 29, PAGE 487, DEED RECORDS, COLLIN COUNTY, TEXAS, AND MORE FULLY DESCRIBED IN EXHIBIT "A" AND SHOWN GRAPHICALLY IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN, TO BE ZONED "MU-2/PD43" MIXED USE REGIONAL DISTRICT; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT OF ZONING CLASSIFICATION; PROVIDING FOR ZONING DESIGNATION AND DEVELOPMENT STANDARDS; PROVIDING FOR REVISION OF ZONING MAP; PROVIDING FOR COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO PUBLIC HEALTH AND SAFETY; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a home rule municipality located in Collin County, and Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code, The Texas Constitution and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Title 7, Chapter 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning district classification has been requested for the property more specifically described in Exhibit "A" attached hereto; and incorporated herein; and

WHEREAS, the tracts comprising the property have been depicted in detail in Exhibit "B" attached hereto; and incorporated herein; and

WHEREAS, the development regulations set forth in Exhibit "C" attached hereto and incorporated herein define the base zoning districts and provide for certain modifications to such district regulations; 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 does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of Celina by Choice, The 2030 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1 **INCORPORATION OF PREMISES**

That 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 "MU-2/PD43" Mixed Use Regional District on the certain tract of land more particularly described in Exhibit "A" and shown on Exhibit "B".

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT STANDARDS**

4.01 That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, more particularly described in Exhibit "A", and depicted on Exhibit "B", attached hereto and incorporated herein, as "MU-2/PD43" Mixed Use Regional District.

4.02 This ordinance only regulates the uses allowed for the property identified above. All development and construction shall occur in accordance with the requirements of this Ordinance and all other applicable ordinances, rules, and regulations of the City.

SECTION 5 **REVISION OF ZONING MAP**

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6 **COMPLIANCE REQUIRED**

That the property described in Exhibit "A" and depicted on 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 CLAUSE**

7.01 Any person violating any of the provisions of this Ordinance shall be deemed guilty of a Class C misdemeanor upon conviction and shall be fined, except as otherwise provided herein, in a sum not to exceed two thousand dollars (\$2,000.00) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

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 the date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

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

SECTION 11 **PUBLICATION CLAUSE**

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

SECTION 12 **ENGROSSMENT AND ENROLLMENT**

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

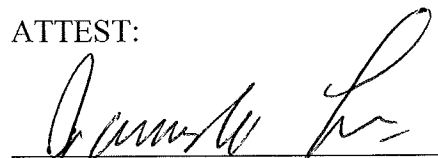
SECTION 13 **EFFECTIVE DATE**

This Ordinance shall be in full force and effect from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED

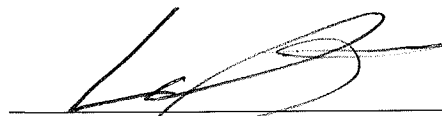
PASSED AND APPROVED by the City Council of the City of Celina, Texas, this
12 day of April, 2010.

ATTEST:

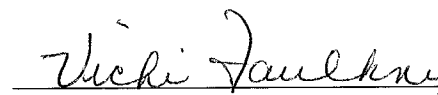


Jim Lewis, Mayor
City of Celina, Texas

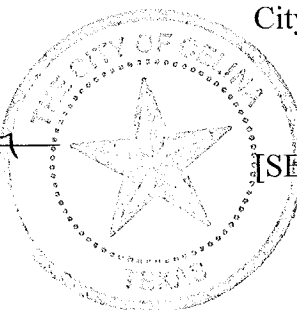
APPROVED AS TO FORM:



City Attorney
City of Celina, Texas



Vicki Faulkner, City Secretary
City of Celina, Texas



[SEAL]

EXHIBIT "A"

BEING A TRACT OF LAND SITUATED IN THE W.W. SHAWVER SURVEY, ABSTRACT NO. 810 WILLIAM B, TUCKER SURVEY, ABSTRACT NO. 912, G.W. ESTES SURVEY, ABSTRACT NO. 299, AND THE W.H. RATTAN SURVEY, ABSTRACT NO. 753, COLLIN COUNTY, TEXAS AND BEING ALL OF THE SAME TRACTS OF LAND DESCRIBED IN A DEED TO MOSES HUBBARD OF RECORD IN VOLUME 125, PAGE 220, DEED RECORDS, COLLIN COUNTY, TEXAS, AND BEING A PART OF THAT SAME TRACT OF LAND DESCRIBED IN A DEED TO MOSES HUBBARD OF RECORD IN VOLUME 29, PAGE 487, DEED RECORDS, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A "60d" NAIL SET FOR CORNER AT THE INTERSECTION OF THE CENTERLINE OF COLLIN COUNTY ROAD NO. 105 WITH THE EAST RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 289 (VARIABLE WIDTH RIGHT-OF-WAY);

THENCE IN A NORTHERLY DIRECTION ALONG THE EAST RIGHT-OF-WAY LINE OF SAID HIGHWAY THE FOLLOWING COURSES AND DISTANCES:

- 1) NORTH 13° 34' 43" EAST, A DISTANCE OF 102.94 FEET TO A "TXDOT" MONUMENT FOUND FOR CORNER;
- 2) NORTH 10° 43' 43" EAST, A DISTANCE OF 200.25 FEET TO A "TXDOT" MONUMENT FOUND FOR CORNER;
- 3) NORTH 02° 23' 43" EAST A DISTANCE OF 211.00 FEET TO AN ALUMINUM MONUMENT STAMPED "TEXAS DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MONUMENT" HEREINAFTER REFERRED TO AS "TXDOT" MONUMENT;
- 4) SOUTH 89° 02' 07" EAST, A DISTANCE OF 53.80 FEET TO A "TXDOT" MONUMENT FOUND FOR CORNER;
- 5) NORTH 01° 06' 34" EAST, A DISTANCE OF 99.76 FEET TO A "TXDOT" MONUMENT FOUND FOR CORNER;
- 6) NORTH 00° 04' 55" EAST, A DISTANCE OF 85.45 FEET TO A "TXDOT" MONUMENT FOUND FOR CORNER;
- 7) NORTH 06° 55' 00" EAST, A DISTANCE OF 300.04 FEET TO A "TXDOT" MONUMENT FOUND FOR CORNER;
- 8) NORTH 01° 05' 42" EAST, A DISTANCE OF 255.20 FEET TO A "TXDOT" MONUMENT FOUND FOR CORNER AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 11,534.16 A CENTRAL ANGLE OF 05° 42' 25" AND A CHORD WHICH BEARS NORTH 04° 46' 18" EAST, A DISTANCE OF 1148.37 FEET;
- 9) ALONG SAID CURVE AN ARC DISTANCE OF 1148.85 FEET TO A "TXDOT" MONUMENT FOUND FOR CORNER;
- 10) NORTH 39° 06' 35" EAST, A DISTANCE OF 38.89 FEET TO A "TXDOT" MONUMENT FOUND FOR CORNER;
- 11) NORTH 00° 04' 14" WEST, A DISTANCE OF 15.96 FEET TO A "60d" NAIL SET FOR CORNER AT THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A TRUSTEE'S DEED TO HUGH WELDON O'DELL OF RECORD IN VOLUME 967, PAGE 848, DEED RECORDS, COLLIN COUNTY, TEXAS;

THENCE SOUTH 88° 46' 42" EAST ALONG THE SOUTH LINE OF SAID O'DELL TRACT (PROJECTED THROUGH CUT-OUT), A DISTANCE OF 2540.31 FEET TO A 1/2" IRON ROD SET FOR CORNER AT THE SOUTHEAST CORNER THEREOF;

THENCE NORTH 00° 30' 48" EAST ALONG THE EAST LINE OF SAID O'DELL TRACT, A DISTANCE OF 640.81 FEET TO A 1/2" IRON ROD FOUND FOR CORNER AT THE SOUTHWEST CORNER OF A CALLED 29.287 ACRE TRACT OF LAND DESCRIBED IN A TRUSTEE'S DEED TO JEFFERY SCOTT TILLERSON OF RECORD IN VOLUME 2739, PAGE 871 DEED RECORDS, COLLIN COUNTY, TEXAS;

THENCE SOUTH 89° 13' 50" EAST ALONG THE SOUTH LINE OF SAID 29.287 ACRE TILLERSON TRACT, A DISTANCE OF 1391.00 FEET TO A 1/2" IRON ROD SET FOR CORNER IN THE WEST LINE OF A CALLED 43.952 ACRE TRACT OF LAND DESCRIBED IN A DEED TO DON MARSHALL

TILLERSON OF RECORD IN VOLUME 2739 , PAGE 874, DEED RECORDS, COLLIN COUNTY, TEXAS FROM WHICH A 1/2" IRON ROD FOUND FOR REFERENCE BEARS NORTH 89° 13' 50" WEST, A DISTANCE OF 1.20 FEET;

THENCE SOUTH 00° 26' 11" WEST ALONG THE WEST LINE OF SAID 43.952 ACRE TILLERSON TRACT AND THE WEST LINE OF A CALLED 11.377 ACRE TRACT OF LAND DESCRIBED IN A DEED TO DON M. TILLERSON ET UX OF RECORD IN VOLUME 1444, PAGE 175, DEED RECORDS, COLLIN COUNTY, TEXAS, RESPECTIVELY, A DISTANCE OF 1391.70 FEET TO A 1/2" IRON ROD FOUND FOR CORNER AT THE SOUTHWEST CORNER THEREOF NEAR THE CENTERLINE OF COLLIN COUNTY ROAD NO. 102, SAID POINT BEING AN ANGLE POINT IN A NORTH LINE OF A CALLED 120.955 ACRE TRACT OF LAND DESCRIBED IN A DEED TO STEWART DAWSON ET UX OF RECORD IN VOLUME 4730, PAGE 1837, DEED RECORDS, COLLIN COUNTY, TEXAS;

THENCE SOUTH 89° 42' 29" WEST ALONG AND NEAR THE CENTERLINE OF SAID COUNTY ROAD 102 AND THE NORTH LINE OF SAID 120.955 ACRE TRACT, A DISTANCE OF 551.59 FEET A 1/2" IRON ROD FOUND FOR CORNER AT AN ANGLE POINT;

THENCE NORTH 89° 54' 53" WEST CONTINUING ALONG AND NEAR THE CENTERLINE OF SAID COUNTY ROAD 102 AND THE NORTH LINE OF SAID 120.955 ACRE TRACT, A DISTANCE OF 1442.68 FEET TO A 1/2" IRON ROD FOUND FOR CORNER AT THE NORTHWEST CORNER THEREOF;

THENCE SOUTH 01° 05' 26" WEST ALONG THE WEST LINE OF SAID 120.955 ACRE TRACT, A DISTANCE OF 1156.18 FEET TO A 1/2" IRON ROD SET FOR CORNER NEAR THE CENTERLINE OF A COLLIN COUNTY PUBLIC ROAD;

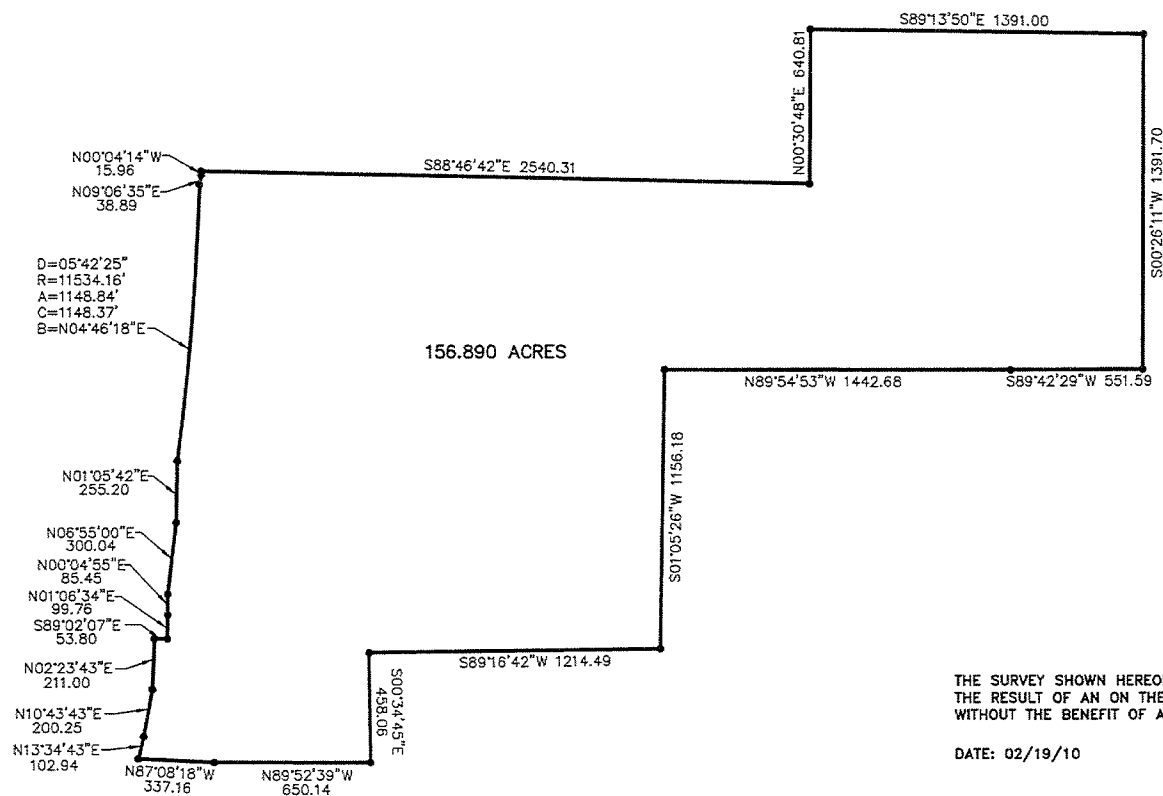
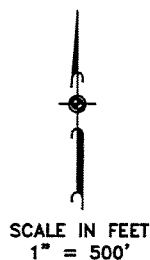
THENCE SOUTH 89° 16' 42" WEST ALONG AND NEAR THE CENTERLINE OF LAST MENTIONED ROAD, A DISTANCE OF 1214.49 FEET TO A 1/2" IRON ROD SET FOR CORNER;

THENCE SOUTH 00° 34' 45" EAST CONTINUING ALONG AND NEAR THE CENTERLINE OF SAID ROAD, A DISTANCE OF 458.06 FEET TO A 1/2" IRON ROD SET FOR CORNER AT THE INTERSECTION OF THE PROJECTED CENTERLINE OF SAID ROAD WITH THE PROJECTED CENTERLINE OF COLLIN COUNTY ROAD NO. 105;

THENCE NORTH 89° 52' 39" WEST ALONG AND NEAR THE CENTERLINE OF SAID COUNTY ROAD 105, A DISTANCE OF 650.14 FEET TO A "60d" NAIL SET FOR CORNER;

THENCE NORTH 87° 52' 39" WEST CONTINUING ALONG AND NEAR THE CENTERLINE OF SAID COUNTY ROAD 105 A DISTANCE OF 337.16 FEET TO THE PLACE OF BEGINNING AND CONTAINING 156.890 ACRES OF LAND.

EXHIBIT "B"



THE SURVEY SHOWN HEREON IS A GRAPHICAL REPRESENTATION ONLY, IT WAS NOT THE RESULT OF AN ON THE GROUND SURVEY. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT OR SUBSEQUENT RESEARCH.

DATE: 02/19/10

Johnny R. Lewis
JOHNNY R. LEWIS
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6026
2/19/10

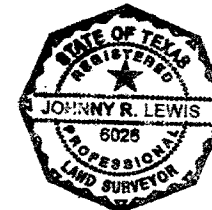


EXHIBIT “C”

PLANNED DEVELOPMENT DISTRICT

STATEMENT OF INTENT AND PURPOSE

Being located along S.H. 289 (Preston Road), this Planned Development Ordinance (PD) provides the ability to encourage and accommodate the development of a variety of uses, including commercial, retail, office, mixed use and residential uses within the City of Celina.

It is the intent of this PD to adopt the base zoning district MU-2 from Zoning Ordinance No. 2006-57 (Zoning Ordinance), together with the uses and development regulations as designated therein, subject to modifications as set forth herein. Any conflict between this PD and the Zoning Ordinance shall be resolved in favor of those regulations set forth in this PD, or as may be ascertained through the intent of this PD. Uses and development regulations specifically modified in this PD shall not be subject to amendment after the adoption of this PD (whether through the amendment of the Zoning Ordinance or otherwise), except through an amendment of this PD. Uses and development regulations which otherwise are not specifically modified in this PD shall be controlled by the Zoning Ordinance, as it may be amended from time to time.

This PD and all attachments supercede any existing zoning, use and development regulations for the tract of land identified in EXHIBIT “A”.

Authorized Uses

The permitted uses described in APPENDIX “A” shall be allowed within this PD. A majority of these permitted uses are generally shown on the concept plan attached hereto as EXHIBIT “D” and incorporated herein by reference. Commercial areas are primarily intended to supply the community with service related establishments, retail, office and light manufacturing. Neighborhood services areas are intended to provide retail, office/professional uses and neighborhood services. The Residential areas will accommodate residential uses, as well as provide commercial/retail service centers for the residents of the community.

EXHIBIT “C”**PLANNED DEVELOPMENT DISTRICT****1.0 PLANNED DEVELOPMENT STANDARDS**

- 1.1 General Description: This PD shall allow uses which conform to the Chart of Allowable Uses attached hereto as APPENDIX “A” and shall conform to the standards set forth in the MU-2, Mixed Use Regional District set forth in Section 160.068 of the Zoning Ordinance, as amended from time to time except as otherwise set forth herein. At the time of any development application, best efforts will be made to coordinate the proposed uses and existing adjacent uses (i.e. airstrips, farming, ranching, residential, and storm water management). If deed restrictions for the property identified in Exhibit “A” are adopted they shall include a statement acknowledging the existence of an airstrip to the south of the subject tract of land.

1.2 Mixed Use Regional District (MU-2):

Development standards for MU-2 uses are outlined within this text and shall be developed in accordance with the following criteria:

- 1.2.1 MU-Commercial: The following requirements shall pertain to all non-residential uses, as outlined in APPENDIX “A”. Deviations from these requirements may occur if approved pursuant to a Conditional Use Permit (CUP) or zoning amendment, utilizing procedures set forth in Sections 160.066 and 160.023 of the Zoning Ordinance.

a. Building and Area Requirements:

i. Height Regulations:

1. Main building(s) including parking garages - The maximum height of the building within the PD shall be two (2) stories, not to exceed forty-five (45) feet. Antennae and other architectural projections not used for occupancy may extend above this height limit.
2. Accessory building(s) other than parking garages – these buildings shall not exceed a maximum of one (1) story or twenty-five (25) feet in height.

- ii. Density: The permitted floor to area ratio of all non-residential uses within the PD shall be unlimited, provided that all applicable sections of the PD are fulfilled.

- iii. Building Size: There shall be no limitation for non-residential uses and/or buildings, except for a standalone single retail user. The

maximum permitted building footprint for a standalone single retail user shall be one hundred fifty thousand (150,000) feet, provided that all sections of the PD are fulfilled.

- iv. Front Yard: The minimum depth of the front yard shall be twenty (20) feet. When a lot has double frontage, the front yard requirement shall be applied to both streets.
- v. Exterior Side Yard: The side yard shall have a depth of not less than ten (10) feet.

A thirty-four (34) foot side yard shall be provided where fire lane access is required and where a vehicular access/fire lane easement is not available on the adjoining property.

A twenty-five (25) foot side yard is required when the property is located adjacent to property that is being used for single family residential uses.

- vi. Interior Side Yard: No interior side yard is required.
- vii. Exterior Rear Yard: The rear yard shall have a depth of not less than ten (10) feet.

A thirty-four (34) foot rear yard shall be provided where fire lane access is required and where a vehicular access/fire lane easement is not available on the adjoining property.

A twenty-five (25) foot rear yard is required when the property is located adjacent to property that is being used for single family residential uses.

- viii. Interior Rear Yard: No interior rear yard is required.
- ix. Minimum Lot Area: Ten thousand (10,000) square feet.
- x. Minimum Lot Width: None.
- xi. Minimum Lot Depth: None.
- xii. Building Coverage: In no case shall more than eighty (80) percent of the total lot area be covered by the combined area of the main buildings and accessory buildings. Parking structures and surface parking facilities shall be excluded from the coverage computation.
- xiii. Minimum Open Space Requirement: A minimum of twenty (20) percent of the total lot area, excluding rights-of-way for collector and larger sized streets, shall be devoted to open space. Open space may

include areas used for facilities such as walks, plazas, courts, recreational amenities, water features and other similar uses not specifically used for vehicle access and parking.

- 1.2.2 Residential Type “A” (RTA): RTA are single family detached units. These units may be located anywhere within this PD.

If RTA units are developed within the PD, they shall be developed in accordance with the following criteria:

- a. Building and Area Requirements:
- i. Minimum Floor Area – The minimum floor area per dwelling unit shall be one thousand two hundred (1,200) square feet.
 - ii. Lot Area – The minimum area of any lot shall be forty-five hundred (4,500) square feet.
 - iii. Lot Coverage – In no case shall more than sixty-five (65) percent of the total lot area be covered by the combined area of the main buildings and accessory buildings. Swimming pools, spas, decks, patios, driveways, walks and other paved areas shall not be included in determining maximum lot coverage.
 - iv. Lot Width – The minimum width of any lot shall be forty-five (45) feet measured at the front building line, except for lots at the terminus of a cul-de-sac, on a corner or along a curve may have a width of forty (40) feet at the front building line; provided all other requirements of this section are fulfilled.
 - v. Lot Depth – The minimum depth of any lot shall be one hundred (100) feet, except for lots at the terminus of a cul-de-sac, on a corner or along a curve may have a minimum lot depth, measured at mid-points on front and rear lot lines, of ninety (90) feet; provided all other requirements of this section are fulfilled.
 - vi. Front Yard – The minimum depth of the front yard shall be twenty (20) feet. Covered drives and porte-cocheres that are architecturally designed as an integral element of the main structure may extend up to five (5) feet from the established front building line into the front yard area.
 - vii. Side Yard – The minimum side yard for a “zero” lot option shall be one (1) foot on one side and nine (9) feet on the other side of the lot. The minimum side yard for a “center” lot option shall be five (5) feet on one side and five (5) feet on the other side of the lot. In no case shall any building separation be less than ten (10) feet. The side yard adjacent to a street shall be ten (10) feet.

- viii. Rear Yard – The minimum depth of the rear yard shall be ten (10) feet.
- ix. Front Entry Setback – The minimum garage setback for front entry driveways shall be twenty (20) feet.
- x. Maximum Building Height – Buildings shall be a maximum of two and one-half (2.5) stories, not to exceed thirty-six (36) feet in height. Chimneys, antennae and other architectural projections not used for human occupancy may extend above this height limit.
- xi. Minimum Open Space Requirement – none.

1.2.3 Residential Type “B” (RTB): RTB are attached residential duplex and/or townhome units. These units may be located anywhere within this PD.

If RTB units are developed within the PD, they shall be developed in accordance with the following criteria:

- a. Building and Area Requirements:
 - i. Minimum Floor Area – The minimum floor area per dwelling unit shall be eight hundred fifty (850) square feet.
 - ii. Lot Area: The minimum area of any lot shall be two thousand (2,000) square feet.
 - iii. Lot Coverage: In no case shall more than eighty (80) percent of the total lot area be covered by the combined area of the main buildings and accessory buildings. Swimming pools, spas, decks, patios, driveways, walks and other paved areas shall not be included in determining maximum lot coverage.
 - iv. Lot Width: The minimum width of any lot shall be twenty (20) feet.
 - v. Lot Depth: The minimum depth of any lot shall be ninety (90) feet.
 - vi. Front Yard: The minimum depth of the front yard shall be twenty (20) feet. Covered drives and porte-cocheres that are architecturally designed as an integral element of the main structure may extend up to five (5) feet from the established front building line into the front yard area.
 - vii. Side Yard: There will be no requirement for separation between units. All buildings shall have a minimum side yard of six (6) feet and shall maintain a minimum building separation of twelve (12)

feet. A side yard adjacent to a public street shall be a minimum of fifteen (15) feet.

viii. Rear Yard: All buildings shall have a minimum rear yard of five (5) feet.

ix. Parking Regulations and Garage Setbacks – There shall be a minimum of two (2) covered and enclosed parking spaces for each dwelling unit, located either in front or behind the dwelling unit and accessed from either a street or alley. The minimum garage setback for front entry driveways shall be twenty (20) feet. The minimum setback for rear entry driveways shall be five (5) feet.

x. Maximum Building Height: Buildings shall be a maximum of three (3) stories, not to exceed forty-five (45) feet in height. Chimneys, antennae and other architectural projections not used for human occupancy may extend above this height limit.

xi. Minimum Open Space Requirement: A minimum of twenty (20) percent of the total lot area, excluding rights-of-way for collector and larger sized streets, shall be devoted to open space. Open space may include areas used for facilities such as walks, plazas, courts, recreational amenities, water features and other similar uses not specifically used for vehicle access and parking.

b. Maximum Gross Area: The total platted areas for RTB units shall not exceed fifteen (15) percent of the total gross area of the PD as defined on the EXHIBIT “A”.

1.2.4 Residential Type “C” (RTC): RTC are multi-family units. These units shall be located within one-half mile of Preston Road. A maximum of twenty-four (24) units per gross acre of land shall be permitted.

If RTC units are developed within the PD, they shall be developed in accordance with the following criteria:

a. Building and Area Requirements:

i. Minimum Floor Area – The minimum floor area per dwelling unit shall be five hundred fifty (550) square feet for an efficiency unit, six hundred fifty (650) square feet for a one-bedroom or studio unit and seven hundred fifty (750) square feet for a unit with two bedrooms. Any unit greater than two bedrooms shall have an additional one hundred and fifty (150) square feet per each additional bedroom.

ii. Lot Area: The minimum area of any lot shall be seventy-five hundred (7,500) square feet.

- iii. Lot Coverage: In no case shall more than fifty (50) percent of the total lot area be covered by the combined area of the main buildings and accessory buildings. Swimming pools, spas, decks, patios, driveways, walks and other paved areas shall not be included in determining maximum lot coverage.
- iv. Lot Width: The minimum width of any lot shall not be less than one hundred (100) feet.
- v. Lot Depth: The minimum depth of any lot shall not be less than one hundred twenty (120) feet.
- vi. Front Yard: The minimum depth of the front yard shall be twenty-five (25) feet.
- vii. Side Yard: The minimum side yard on each side of the lot shall be eight (8) feet and shall maintain a minimum building separation of sixteen (16) feet. A side yard adjacent to a public street shall be a minimum of fifteen (15) feet, including corner lots.
- viii. Rear Yard: The minimum depth of the rear yard shall be fifteen (15) feet.
- ix. Building Height: Buildings shall be a maximum of three (3) stories, not to exceed forty-five (45) feet in height. Chimneys, antennae and other architectural projections not used for occupancy may extend above this height limit. Accessory buildings shall be a maximum of twenty-five (25) feet, including a detached garage.
- x. Required Parking: Parking requirements for RTC development areas shall be one and one-half (1.5) spaces per efficiency, one bedroom and studios units, two (2) spaces per two bedroom unit, two and one-half (2.5) spaces per three bedroom unit and one-half (0.5) space per each additional bedroom per unit. The required number of total spaces shall be no less than 1.8 spaces per dwelling unit overall.
- xi. Optional Covered Parking and Density Bonus:
 - An increase in density up to 26 units per gross acre of land is permitted when at least 50% of the required parking spaces are constructed as covered or enclosed spaces.
 - An increase in density up to 29 units per gross acre of land is permitted when 100% of the required parking spaces are constructed as covered or enclosed spaces.
- xii. Vertically Integrated RTC: RTC developments where a portion of the units are located over commercial, office or retail uses may vary from the above density, building and area requirements. These variances shall be allowed subject to review by the Planning and

Zoning Commission and approval, not to be unreasonable withheld, by the City Manager, or his designee, with full rights of appeal to the City Council. These developments shall not count toward overall maximum gross area cap within the PD.

- xiii. Minimum Open Space Requirement: A minimum of twenty (20) percent of the total lot area, excluding rights-of-way for collector and larger sized streets, shall be devoted to open space. Open space may include areas used for facilities such as walks, plazas, courts, recreational amenities, water features and other similar uses not specifically used for vehicle access and parking.
- b. Maximum Gross Area: The total platted areas for RTC units shall not exceed fifteen (15) percent of the total gross area of the PD as defined on the EXHIBIT "A".

2.0 GENERAL CONDITIONS FOR PD:

2.1 Amendment to the PD:

- A. At such time a request to amend the PD is submitted, only the person initiating the request shall be named as the "Applicant". All owners of property within the boundaries of the PD are not required to be applicants for amendments to the PD, unless the requested amendment(s) directly affect their property.
- B. The notification area shall be all properties within the PD described in EXHIBIT "A" and within two hundred (200) feet of said PD. The City, at its discretion, may reduce the notification area to properties within two hundred (200) feet of the property, as listed on the amending application and as defined by a separate boundary survey or exhibit, that will be specifically affected by the amendment request.

2.2 Conformance to All Applicable Articles of the Celina Zoning Ordinance: Except as amended herein, this PD shall conform to any and all applicable articles and sections of the Zoning Ordinance as it presently exist or may be amended.

2.3 Concept Plan: The Concept Plan attached hereto as EXHIBIT "D", and incorporated herein by reference, demonstrates potential locations and relationships of the uses permitted under this PD. For the purpose of this Concept Plan, any residential use would be compatible with those areas shown as Commercial or RTC. Because of the anticipated development dynamics created by Preston Road and surrounding properties, it is anticipated that the overall Concept Plan will change from time to time. Notwithstanding the provisions of Section 160.065(F)(2) of the Zoning Ordinance, amendments to the Concept Plan, which conform to the following criteria, shall be considered minor deviations and subject to approval by the City Manager or his/her designee, not to be unreasonably withheld with full rights of appeal to the City Council:

- a. Commercial uses predominantly abut and extend a distance no greater than one thousand feet from the Preston Road right-of-way (although residential uses shall not be entirely prohibited).
- b. RTC areas predominantly abut and extend a distance no greater than one-half mile from the Preston Road right-of-way (although other residential uses shall not be entirely prohibited).

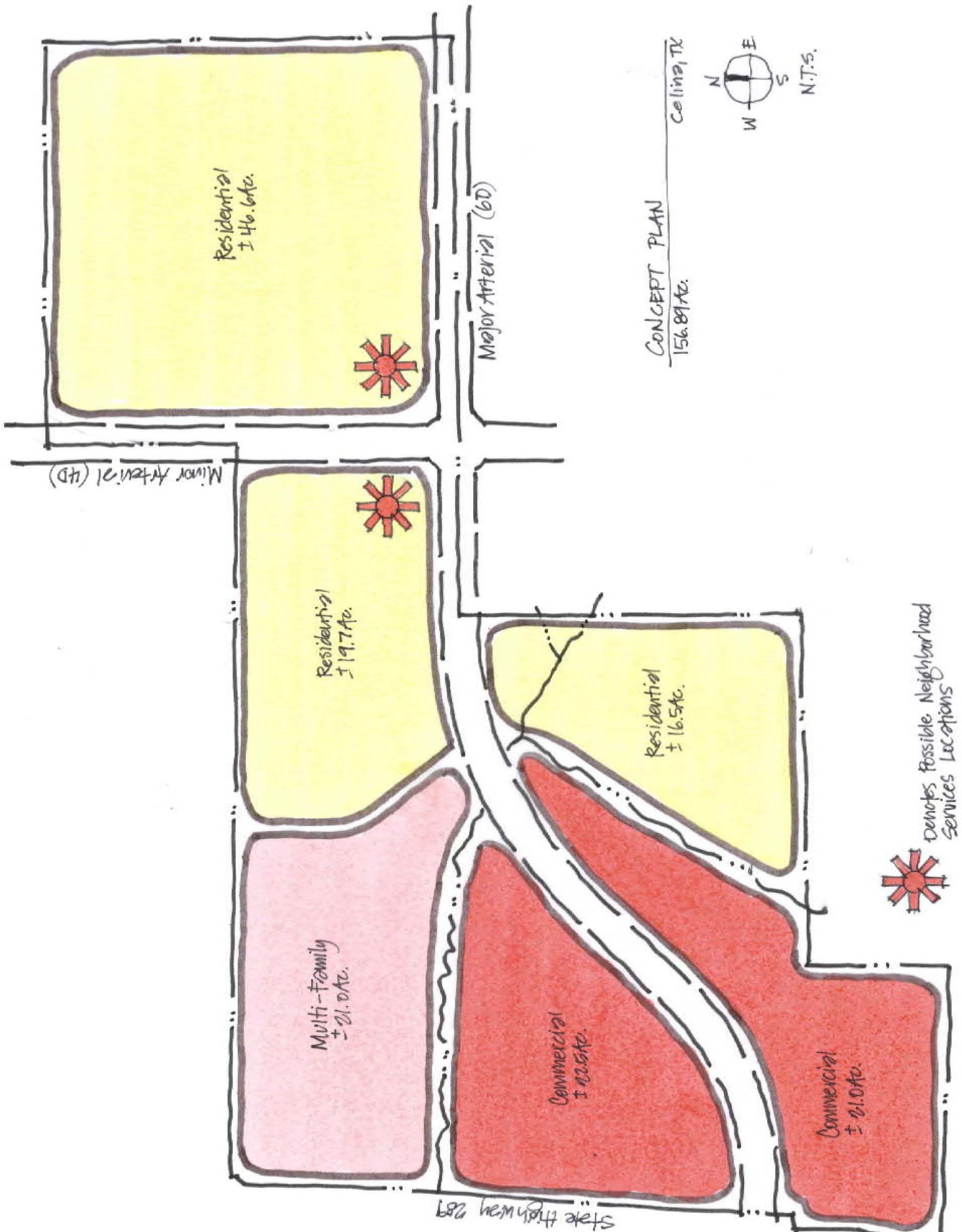
Revisions to the Concept Plan shall not be considered to be an amendment to the PD zoning requirements, provided that all other sections of the PD are met when the Concept Plan is revised.

- 2.4 Site Plans and Plats: Site plans shall be required for all non-residential and RTC developments within this PD and subject to review by the Planning and Zoning Commission and approval, not to be unreasonable withheld, by the City Manager, or his designee, with full rights of appeal to the City Council.
- 2.5 Off-Street Parking and Loading Requirements: Off-Street Parking and Loading Requirements shall conform to the provisions of Section 160.095 of the Zoning Ordinance, as they exist or as amended from time to time, except as set forth herein, unless modified by a CUP or zoning amendment.
 - A. Parking: On-street or off-street parking may be shared among residential and non-residential users and among users of different properties so long as a shared parking agreement is executed among the owners of the properties and is filed with the City. For mixed use or Vertically Integrated RTC structures, parking for each structure shall be computed separately for each type of use within that structure. No minimum distance requirement shall be imposed on off-street parking for RTC and non-residential uses; however, all current federal accessibility standards shall be met.
- 2.6 Landscape Requirements: Landscaping shall conform to the provisions set forth in Section 160.096 of the Zoning Ordinance, as they exist or as amended from time to time, except as set forth herein, unless modified by a CUP or zoning amendment.
- 2.7 Development Standards: Development Standards shall conform to the provisions set for in Sections 160.97 through 160.101 of the Zoning Ordinance, as they exist or as amended from time to time, except as set forth herein, unless modified by a CUP or zoning amendment.
- 2.8 Lapse of Development: Notwithstanding the provision of Section 160.065(J) of Zoning Ordinance, and application for approval of a site plan, subdivision plat or other development application (a "Development Application") on a portion of the PD shall be submitted for approval within seven (7) years of the effective date of this PD. If no Development Application is submitted for approval within such seven (7) year period defined above, the authority to submit Development Applications for property within this PD shall be suspended.

If the initial Development Application does not encompass all of the Property within this PD, Development Applications for subsequent projects or phases of development within this PD must be filed in intervals not to exceed two (2) years from the date of the last filed Development Application, or the authority to submit such Development Applications shall be suspended.

Suspension of the authority to submit a Development Application shall not void this PD, but shall subject it to review by the Planning and Zoning Commission and action by the City Council in accordance with the provisions of Section 160.065(J) of the Zoning Ordinance.

DRAFT



APPENDIX "A"
Chart of Allowable Uses

Uses	Mixed Use
AGRICULTURE	
Barn	P
Bulk Grain and/or Feed Storage	
Farms, General (Crops or Livestock/Ranch)	P
Hay, Grain, and/or Feed Sales	P
Orchard/Crop Propagation	P
Plant Nursery (Grown for Commercial Purposes)	
Stables (As a Business)	
Stables (Private, Accessory Use)	
Stables (Private, Principa Use)	
RESIDENTIAL	
Accessory Building/Structure (Non-residential)	P
Accessory Building/Structure (Residential)	P
Accessory Dwelling	
Caretaker's/Guard's Residence	
Community Home	C
Duplex/Two-Family	P
Dwelling Unit Above Ground Floor Business	P
Family Home Adult Care	
Family Home Child Care	
Four Family (Quadraplex)	
Home Occupation	
Living Quarters On-Site With a Business	P
Multi-Family (Apartments)	P
Private Street Subdivision	P
Rooming/Boarding House	C
Single-Family Detached	P
Single-Family Industrialized Home	P
Single-Family Townhouse (Attached)	P
Single-Family Zero Lot Line/Patio Homes	P
Three-Family (Triplex)	P
OFFICE	
Armed Services Recruiting Center	P
Bank/Credit Unions	P
Credit Agency	P
Insurance Agency Offices	P
Offices (Brokerage Services)	P
Offices (Health Services)	P
Offices (Legal Services)	P
Offices (Medical Office)	P
Offices (Professional and General Business)	P
Real Estate Offices	P
Savings and Loan	P
Security Monitoring Company (No Outside Storage)	P
Telemarketing Agency	P

P - Designates that the use is permitted in the zoning district indicated.

C - Designates that the use may be permitted in the zoning district indicated by a conditional use permit.

___ - Designates that the use is prohibited in the zoning district indicated.

PERSONAL & BUSINESS SERVICES	
Ambulance Service (Private)	C
Appliance Repair	P
Artist Studio	P
Automatic Teller Machines (ATM's)	P
Automobile Driving School	P
Barber Shop (Non-College)	P
Beauty Shop (Non-College)	P
Bed & Breakfast Inn	P
Communication Equipment (No outdoor sales or storage)	
Computer Sales	P
Dance/Drama/Music Schools (Performing Arts)	P
Extended Stay Hotels/Motels (Residence hotels)	P
Exterminator Service (No outdoor sales or storage)	C
Financial Services (Advice/Invest)	P
Funeral Home	C
Hotel/Motel	P
Kiosk (Providing A Service)	P
Laundry/Dry Cleaning (Drop Off/Pick Up)	P
Locksmith	P
Martial Arts School	P
Media Production Studio	P
Mini-Warehouse/Self Storage	P
Photocopying/Duplicating	P
Photography Studio	P
Plant Nursery (Grown for Commercial Purposes)	P
Security Quarters as Associated with a Business (Live-In)	C
Sexually Oriented Business	
Shoe Repair	P
Studio for Radio or Television (without tower)	P
Tailor Shop	P
Telephone/Cable Exchange	P
Tool Rental (Indoor Storage)	P
Tool Rental (Outdoor Storage)	
Travel Agency	P
RETAIL	
All Terrain Vehicle Dealer/Sales or Service	P
Antique Sale	P
Art Dealer/Gallery	P
Auto Supply Store for New & Rebuilt Parts (No Auto Repair)	P
Bakery (Retail)	P
Bike Sales and/or Repair	P
Book Store	P
Building Material Sales/Lumber	P
Cabinet Shop (Manufacturing)	P
Cafeteria	P
Check Cashing Service	C
Clothing & Accessories (New)	P
Confectionery Store (Retail)	P
Consignment Shop	P
Convenience Store (With beer and wine sales)	P
Convenience Store (With Gas Sales)	P
Convenience Store (Without Gas Sales)	P
Department Store	P
Draperies Shop/Blind Shop	P
Florist	P
Food or Grocery Store (With beer and wine sales)	P
Food or Grocery Store	P

Furniture Sales (Indoor)	P
Garden Shop (Inside Storage)	P
Gift/Toy Shop	P
Gravestone/Tombstone Sales	C
Handicraft/Artisans Shop	P
Hardware Store	P
Home Improvement Center	P
Jewelry Store	P
Lawnmower Sales and/or Repair	P
Major Appliance Sales (Indoor)	P
Market (Public)	C
Motorcycle Dealer (New and/or Repair)	P
Needlework Shop	P
Personal Services	P
Personal Watercraft Sales (New and/or Repair)	P
Pet Shop/Supplies	P
Pharmacy	P
Plant Nursery (Retail Sales Outdoors)	P
Recycling Kiosk	P
Restaurant (Drive-In Service)	P
Restaurant (With Drive-Through Service)	P
Restaurant (With No Drive-Through Service)	P
Restaurant with a private club designation	P
Restaurant with alcoholic beverage service	P
Security Systems Installation Company	P
Silk Screen Printing/Tee Shirt Shop	C
Sporting Goods	P
Stamps, Coin, & Other Collectables	P
Temporary Outdoor Retail Sales/Commercial Promotion	C
Upholstery Shop (Non-Auto)	P
Used Merchandise; Furniture, Antique Shop Store	C
Vacuum Cleaner Sales and Repair	P
Veterinarian (Indoor Kennels)	P
Woodworking Shop (Ornamental)	P
TRANSPORTATION & AUTO SERVICES	
Auto Body Repair	P
Auto Dealer (Primarily New)	P
Auto Financing & Leasing (Indoor)	P
Auto Glass Repair/Tinting	P
Auto Interior Shop/Upholstery	P
Auto Laundry or CarWash (Attended)	P
Auto Laundry or CarWash (Unattended)	P
Auto Muffler Shop	P
Auto Paint Shop	P
Auto Repair (Major)	P
Auto Repair (Minor)	P
Auto Repair as an Associated Use to Retail Sales	P
Auto Tire Repair/Sales (Indoor)	P
Auto Wrecker Service	
Automobile Accessory Installation (Minor)	P
Full Service Car Wash (Detail Shop)	P
Limousine/Taxi Service	C
Parking Lot Structure, Commercial (Auto)	C
Quick Lube/Oil Change/Minor Inspection	P
Rental Car/Sales	C
Tire Dealer, With or Without Open Storage	P

AMUSEMENT & RECREATION SERVICES	
Amusement Devices/Arcade (4 or More Devices)	P
Amusement Services (Indoors)	P
Amusement Services (Outdoors)	C
Billiard/Pool Facility (Three or More Tables)	P
Bingo Facility	P
Bowling Center	P
Broadcast Station (with Tower)	C
Country Club (Private)	P
Dance Hall/Dancing Facility	P
Day Camp for Children	P
Dinner Theatre	P
Exhibition Hall	P
Fair Ground/Exhibition Area	C
Golf Course (Miniature)	P
Golf Course (Public/Private)	P
Health Club (Physical Fitness)	P
Motion Picture Studio, Commercial Film	P
Motion Picture Theater (Indoors)	P
Museum	P
Park and/or Playground	P
Rodeo grounds	
Skating Rink	P
Tennis Court (Lighted)	P
Theater (Non-Motion Picture)	P
Travel Trailers/R.V.'s (Short Term Stays)	
Video Rental/Sales	P
INSTITUTIONAL & GOVERNMENTAL	
Antenna (Commercial)	C
Antenna (Non-Commercial)	P
Assisted Living Facility	P
Broadcast Towers (Commercial)	
Cellular/Wireless Communications Tower	C
Cemetery and/or Mausoleum	C
Child Day Care (Business)	P
Church/Place of Worship	P
Civic Club	P
Clinic or Office (Medical)	P
Community Center (Municipal)	P
Electrical Generating Plant	
Electrical Substation	
Electrical Transmission Line	
Emergency Care Clinic	P
Fire Station	P
Franchised Private Utility	P
Fraternal Organization	P
Governmental Building (Municipal, State or Federal)	P
Group Day Care Home	P
Heliport	
Helistop	P
Hospice	P
Hospital (Acute Care/Chronic Care)	P
Landfill	
Library (Public)	P
Mailing Service (Private)	P
Non-Profit Activities by Church	P
Nursing/Convalescent Home	P
Orphanage	P

Philanthropic Organization	P
Post Office (Governmental)	P
Rectory/Parsonage	P
Rehabilitation Care Institutions	C
Retirement Home/Home for the Aged	P
School, Business/Commercial Trade	P
School, Driving/Defensive Driving	P
School, K through 12 (Private)	P
School, K through 12 (Public)	P
Senior Center	P
Telephone and Exchange, Switching or Rely Station	P
Wastewater Treatment Plant (Public)	C
Water Treatment Plant (Public)	P
COMMERCIAL & WHOLESALE TRADE	
Book Binding	
Dry Cleaning Plant	
Feed & Grain Store	P
Food Processing	
Furniture Manufacture	
Heating & Air-Conditioning Sales/Services	P
Manufactured Home Sales	
Pawn Shop	P
Propane Sales (Retail)	P
Taxidermist	P
Transfer Station (Refuse/Pick-up)	
Veterinarian (Outdoor Kennels or Pens)	P
Warehouse/Office Warehouse	P
Welding Shop	
LIGHT MANUFACTURING	
Concrete or Asphalt Batching Plant (Temporary)	P
Concrete or Asphalt Batching Plant (Permanent)	
Contractor's Office/Sales (No Outside Storage)	P
Contractor's Temporary On-Site Construction Office	P
Electronic Assembly	C
Engine Motor Manufacturing/Re-Manufacturing	
Heavy Manufacturing	
Laboratory Equipment Manufacturing	
Light Manufacturing	C
Machine Shop	
Maintenance & Repair service for Buildings	C
Micro Brewery/Sales and Consumption (on site mfg.)	P
Open Storage/Outside Storage	
Plumbing Shop	
Research Lab (Non-Hazardous)	P
Sand/Gravel Sales (Storage)	C
Sign Manufacturing	C
Stone/Clay/Glass Manufacturing	



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Paul DeBuff, Assistant to the City Manager
 CC: Jason Laumer, City Manager
 Date: October 10, 2017
 Re:

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon a resolution of the City Council of the City of Celina, Texas, hereby authorizing the Mayor Pro Tem to execute a development agreement by and between the City of Celina and CADG Celina Outer Loop, LLC. The property is ±48.784 acres situated in the John Ragsdale Survey, Abstract No.734, City of Celina, Collin County, Texas and being a portion of those tracts of land conveyed to Lucas Celina 209,LTD, Collin County, Texas, and is generally located south of County Road 51, north of Punk Carter Parkway, east of Dallas Parkway, and west of Light Farms Way. (The Columns Development Agreement) (DeBuff)

Background Information:

Ordinance 2017-33 amended the City's Comprehensive Zoning Ordinance and zoning map by creating The Columns Planned Development District #84.

Board Review/Citizen Input:

N/A

Financial Considerations:

N/A

Legal Review:

The City's land use attorney has reviewed all documents regarding this development agreement.

Supporting Documents:

- Proposed Resolution
- Ordinance 2017-33: The Columns PD #84
- The Columns/CADG Celina Outer Loop, LLC Development Agreement

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS

ORDINANCE 2017- 33

THE COLUMNS PLANNED DEVELOPMENT #84

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 193.77 ACRE TRACT OF LAND LOCATED IN THE JOHN RAGSDALE SURVEY, ABSTRACT NO. 734, CITY OF CELINA, COLLIN COUNTY, TEXAS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT #84; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT OF ZONING CLASSIFICATION; PROVIDING FOR ZONING DESIGNATION AND DEVELOPMENT STANDARDS; PROVIDING FOR REVISION OF ZONING MAP; PROVIDING FOR COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO PUBLIC HEALTH AND SAFETY; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a home rule municipality located in Collin and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code, the Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Title 7 Chapter 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the tract comprising the property has been depicted in detail in Exhibit "B" attached hereto; and incorporated herein; and

WHEREAS, the concept plan and development regulations set forth in Exhibit "C" and Exhibit "D" attached hereto and incorporated herein define the base zoning districts and provide for certain modifications to such district regulations.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the 2030 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1 **INCORPORATION OF PREMISES**

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2 **FINDINGS**

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety and welfare.

SECTION 3 **AMENDMENT OF ZONING CLASSIFICATION**

That the zoning classification is hereby established as "PD" Planned Development District, #84 on a certain tract of land described in in Exhibit "A" and depicted in Exhibit "B".

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT STANDARDS**

4.01 That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, depicted in Exhibit "A" attached hereto and incorporated herein, as "PD" Planned Development District #84.

4.02 This ordinance only regulates the uses allowed for the property identified above. All development and construction shall occur in accordance with the requirements of this ordinance; the concept plan set forth in Exhibit "C"; the development standards set forth in Exhibit "D" and all other applicable ordinances, rules, and regulations of the City.

SECTION 5 **REVISION OF ZONING MAP**

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6 **COMPLIANCE REQUIRED**

That the property depicted on Exhibit "A" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7 **PENALTY**

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense.

7.02 If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8 **CUMULATIVE REPEALER CLAUSE**

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

SECTION 9 **SAVINGS CLAUSE**

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning regulation which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 10 **SEVERABILITY**

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

SECTION 11
PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12
ENGROSSMENT AND ENROLLMENT

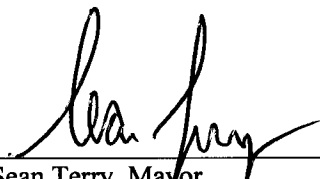
The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive Caption in the minutes of the City Council and by filing this Ordinance in the Ordinance records of the City.

SECTION 13
EFFECTIVE DATE

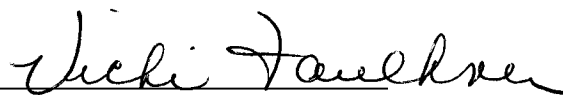
This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 11th day of July, 2017.


Sean Terry, Mayor
City of Celina, Texas

ATTEST:


Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]



APPROVED AS TO FORM:



City Attorney
City of Celina, Texas

City of Celina, Ordinance No. 2017- 33

Page 4

EXHIBIT "A"
LEGAL DESCRIPTION
193.77 ACRES

BEING a tract of land situated in the John Ragsdale Survey, Abstract No.734, City of Celina, Collin County, Texas and being part of those tracts of land conveyed to Lucas Celina 209, LTD, according to the documents filed of record in Document Number 20070109000040530 and Document Number 20071114001544500, Deed Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a point in the east line of Dallas Parkway at its intersection with the approximate centerline of Collin County Road Number 51 for the northwest corner of said Lucas Celina tract recorded in Document Number 20070109000040530, the southwest corner of that tract of land conveyed to Bobcat Trail, LTD according to the document filed of record in Document Number 20060922001372080, same being the northwest corner of the tract of land described herein;

THENCE North 89°32'21" East, generally with the center of said County Road, the south line of said Bobcat Trail tract, same being common with the north line of the tract of land described herein and passing at a distance of 573.18 feet, a point in said road for the southeast corner of said Bobcat Trail tract, same being the southwest corner of that tract of land conveyed to Martha Ann King & Peggy Sue Earthman according to the document filed of record in Document Number 92-0091304, Deed Records of Collin County, Texas, continuing with the south line of said King & Earthman tract, same being common with the north line of the tract of land described herein, for a total distance of 2638.19 feet to a point for the northeast corner of this tract, same being common with the northwest corner of that tract of land conveyed to LFC Land Company, LLC according to the document filed of record in Document Number 202120423000464780, Deed Records of Collin County, Texas, same being common with the most northerly northeast corner of the above mentioned Lucas tract recorded in Document Number 20071114001544500;

THENCE South 3°20'33" West, leaving said common corner and said County Road, with the common line of said Lucas tract and LFC Land Company tract, a distance of 51.76 feet to a point for a common corner of said tracts;

THENCE South 4°53'33" West, continuing with said common line, a distance of 1990.49 feet to a point for an interior "ell" corner of said LFC Land Company tract and the most northerly southeast corner of said Lucas tract, for a corner of this tract;

THENCE South 89°27'18" West, with the south line of said Lucas tract, same being common with the most southerly north line of said LFC Land Company tract, passing at a distance of 1249.34 feet the southwest corner of said Lucas tract, same being an exterior "ell" corner of the above mentioned Lucas Celina 209 tract recorded in Document Number 20070109000040530, and continuing for a total distance of 1571.86 feet to a point for a common corner of said tracts;

THENCE South 8°36'11" East, with the common line of said tracts, a distance of 1585.77 feet to a point for a corner at the beginning of a tangent curve to the right having a central angle of 36°57'20", a radius of 3644.80 feet, a chord bearing and distance of South 9°52'29" West, 2310.34 feet;

THENCE in a southwesterly direction, with said common line and curve to the right, passing at an arc distance of 888.71 feet the southwest corner of said LFC Land Company tract, same being the northwest corner of Light Farms Phase 1, an addition to the Town of Celina according to the plat filed of record in Volume 2013, Page 278, Plat Records of Collin County, Texas, continuing and passing at an arc distance of 1748.79 feet the most westerly southwest corner of said Phase 1, same being the common northwest corner of Light Farms Phase 2A, an addition to the Town of Celina, according to the plat filed of record in Volume 2014, Page 392, Plat Records of Collin County, Texas, continuing with said common line and curve for a total arc distance of 2350.88 feet to a point for corner in the north line of Lot 1, Block A, Water Tower Addition, an addition to the Town of Celina, according to the plat filed of record in Volume 2009, Page 424 Official Public Records of Collin County, Texas;

THENCE North 58°58'59" West, with the north line of said Water Tower Addition, same being common with a southerly line of the above mentioned Lucas tract recorded in Document Number 20070109000040530, a distance of 139.64 feet to a point for an interior "ell" corner of said Lucas tract, same being the northwest corner of said Water Tower Addition;

THENCE South 30°59'59" West, with the common line of said Water Tower Addition and Lucas tract, a distance of 435.60 feet to a point for the southwest corner of said Water Tower Addition and the most southerly southeast corner of said Lucas tract and this tract;

THENCE North 59°00'44" West, a distance of 622.16 feet to a point for the approximate center of future right-of-way of Dallas Parkway and for a corner of this tract;

THENCE with the approximate center of said future Dallas Parkway right-of-way the following six (6) courses and distances as follows:

North 28°30'48" East, a distance of 391.96 feet to a point for a corner at the beginning of a tangent curve to the left having a central angle of 37°07'00", a radius of 2864.80 feet, a chord bearing and distance of North 9°57'18" East, 1823.56 feet;

With said curve to the left, an arc distance of 1855.84 feet to a point for a corner of this tract;

North 8°36'12" West, a distance of 1881.48 feet to a point for a corner at the beginning of a tangent curve to the right having a central angle of 3°23'08", a radius of 5894.50 feet, a chord bearing and distance of North 6°54'38" West, 348.25 feet;

With said curve to the right, an arc distance of 348.31 feet to a point for a corner at the beginning of a reverse curve to the left having a central angle of 3°23'08", a radius of 5564.46 feet, a chord bearing and distance of North 6°54'38" West, 328.76 feet;

With said curve to the left, an arc distance of 328.80 feet to a point for a corner of this tract;

North 8°36'12" West, a distance of 1192.81 feet to a point for a corner of this tract;

THENCE North 89°32'21" West, leaving the approximate center of said future Dallas Parkway right-of-way, a distance of 181.83 feet to the **POINT OF BEGINNING** and containing 193.77 acres of land, more or less.

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.

THE COLUMNS – TRACT 1**LEGAL DESCRIPTION – 32.05 ACRES**

BEING a tract of land situated in the John Ragsdale Survey, Abstract No.734, City of Celina, Collin County, Texas and being a portion of that tract of land conveyed to CADG Celina Outer Loop, LLC, recorded in Document Number 20170428000546440, Deed Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a point in the north line of Light Farms Way, for the most southerly southeast corner of said CADG Celina Outer Loop tract:

THENCE North 59°00'44" West, with said north line, a distance of 622.16 feet to a point in the future centerline of Dallas Parkway, for the southwest corner of this tract;

THENCE North 28°30'48" East, with said future centerline, a distance of 391.96 feet to a point for a corner at the beginning of a non-tangent curve to the left having a central angle of 25°16'46", a radius of 2807.30 feet, a chord bearing and distance of North 16°07'53" East, 1228.59 feet;

THENCE in a northeasterly direction, continuing with said future centerline and curve to the left, an arc distance of 1238.61 feet to a point for the northwest corner of this tract;

THENCE North 85°05'28" East, leaving said future centerline, over and across said CADG Celina Outer Loop tract, a distance of 787.04 feet to a point in the east line of said CADG Celina Outer Loop tract, for the northeast corner of this tract and being the beginning of a non-tangent curve to the right having a central angle of 26°27'57", a radius of 3644.79 feet, a chord bearing and distance of South 15°07'11" West, 1668.66 feet;

THENCE in a southwesterly direction, with said east line and curve to the right, an arc distance of 1683.59 feet to a point for the most easterly southeast corner of this tract;

THENCE North 58°58'59" West, a distance of 139.64 feet to a point for an interior "ell" corner of said CADG Celina Outer Loop tract and this tract;

THENCE South 30°59'59" West, a distance of 435.58 feet to the **POINT OF BEGINNING** and containing 32.05 acres of land, more or less.

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.

THE COLUMNS – TRACT 2**LEGAL DESCRIPTION – 39.81 ACRES**

BEING a tract of land situated in the John Ragsdale Survey, Abstract No.734, City of Celina, Collin County, Texas and being a portion of that tract of land conveyed to CADG Celina Outer Loop, LLC, recorded in Document Number 20170428000546440, Deed Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a point in the east line of said CADG Celina Outer Loop tract, for the northeast corner of this tract from which the most westerly southeast corner of said CADG Celina Outer Loop tract bears North 8°36'11" West, a distance of 60.60 feet;

THENCE South 8°36'11" East, with said east line, a distance of 1525.17 feet to a point at the beginning of a tangent curve to the right having a central angle of 10°29'23", a radius of 3644.79 feet, a chord bearing and distance of South 3°21'29" East, 666.36 feet;

THENCE continuing with said east line, in a southeasterly direction and with said curve to the right, an arc distance of 667.29 feet to a point for the southeast corner of this tract;

THENCE South 85°05'28" West, over and across said CADG Celina Outer Loop tract, a distance of 787.04 feet to a point for the southwest corner of this tract and being in the future centerline of Dallas Parkway, said point being the beginning of a non-tangent curve to the left having a central angle of 11°50'15", a radius of 2989.06 feet, a chord bearing and distance of North 2°25'37" West, 616.45 feet;

THENCE a northwesterly direction, with said future centerline and curve to the left, an arc distance of 617.54 feet to a point for corner;

THENCE North 8°36'12" West, a distance of 1635.71 feet to a point for the northwest corner of this tract;

THENCE North 89°27'47" East, over and across said CADG Celina Outer Loop tract, a distance of 787.80 feet to the **POINT OF BEGINNING** and containing 39.81 acres of land, more or less.

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.

THE COLUMNS – TRACT 3**LEGAL DESCRIPTION – 53.96 ACRES**

BEING a tract of land situated in the John Ragsdale Survey, Abstract No.734, City of Celina, Collin County, Texas and being a portion of that tract of land conveyed to CADG Celina Outer Loop, LLC, recorded in Document Number 20170428000546440, Deed Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a point in the future centerline of Dallas Parkway at its intersection with the approximate centerline of Collin County Road Number 51 for the northwest corner of this tract, from which the northwest corner of said to CADG Celina Outer Loop tract bears North $89^{\circ}32'21''$ East, a distance of 181.83 feet;

THENCE North $89^{\circ}32'21''$ East, with the centerline of said County Road, a distance of 1324.90 feet to a point for a corner of this tract;

THENCE South $0^{\circ}31'31''$ East, a distance of 1975.41 feet to a point for a corner of this tract;

THENCE South $89^{\circ}27'47''$ West, a distance of 1064.49 feet to a point in the centerline of the above mentioned Dallas Parkway, for a corner of this tract;

THENCE with said future centerline the following courses and distances as follows:

North $8^{\circ}36'12''$ West, a distance of 124.58 feet to a corner of this tract at the beginning of a tangent curve to the right having a central angle of $3^{\circ}23'08''$, a radius of 5894.58 feet, a chord bearing and distance of North $6^{\circ}54'38''$ West, 348.25 feet;

In a northwesterly direction, with said curve to the right, an arc distance of 348.31 feet to a point for a corner of this tract at the beginning of a reverse curve to the left having a central angle of $3^{\circ}23'08''$, a radius of 5564.58 feet, a chord bearing and distance of North $6^{\circ}54'38''$ West, 328.76 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 328.80 feet to a point for a corner of this tract;

North $8^{\circ}36'12''$ West, a distance of 1192.81 feet to the **POINT OF BEGINNING** and containing 53.96 acres of land, more or less.

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.

THE COLUMNS – TRACT 4**LEGAL DESCRIPTION – 14.82 ACRES**

BEING a tract of land situated in the John Ragsdale Survey, Abstract No.734, City of Celina, Collin County, Texas and being a portion of that tract of land conveyed to CADG Celina Outer Loop, LLC, recorded in Document Number 20170428000546440, Deed Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a point in Collin County Road 51 for the northeast corner of said CADG Celina Outer Loop tract same being the northeast corner of this tract;

THENCE South 3°21'11" West, with the east line of said CADG Celina Outer Loop tract, a distance of 52.02 feet to a point for corner;

THENCE South 4°54'11" West, continuing with said east line, a distance of 387.12 feet to a point for the southeast corner of this tract;

THENCE South 89°32'22" West, leaving said east line, over and across said CADG Celina Outer Loop tract, a distance of 1455.43 feet to a point for the southwest corner of this tract;

THENCE North 0°31'31" West, continuing over and across said tract, a distance of 437.33 feet to a point in the above mentioned County Road for the northwest corner of this tract;

THENCE North 89°32'21" East, generally with said County Road, a distance of 1495.57 feet to the **POINT OF BEGINNING** and containing 14.82 acres of land, more or less.

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.

THE COLUMNS – TRACT 5**LEGAL DESCRIPTION – 53.13 ACRES**

BEING a tract of land situated in the John Ragsdale Survey, Abstract No.734, City of Celina, Collin County, Texas and being a portion of that tract of land conveyed to CADG Celina Outer Loop, LLC, recorded in Document Number 20170428000546440, Deed Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a point in the east line of said CADG Celina Outer Loop tract, said point being the northeast corner of this tract, from which the most easterly northeast corner of said CADG Celina Outer Loop tract, bears, North 4°54'11" East, 387.12 feet and North 3°21'11" East, 52.02 feet;

THENCE South 4°54'11" West, with said east line, a distance of 1603.37 feet to a point for the southeast corner of this tract;

THENCE South 89°27'47" West, with a southerly line of the above mentioned CADG Celina Outer Loop tract, a distance of 1571.92 feet to a point for the most westerly southeast corner of this tract;

THENCE South 8°36'11" East, a distance of 60.60 feet to a point for the most easterly southwest corner of this tract;

THENCE South 89°27'47" West, leaving the eastern line of said CADG Celina Outer Loop tract, over and across said tract, a distance of 787.80 feet to a point in the future centerline of Dallas Parkway, for the southwest corner of this tract;

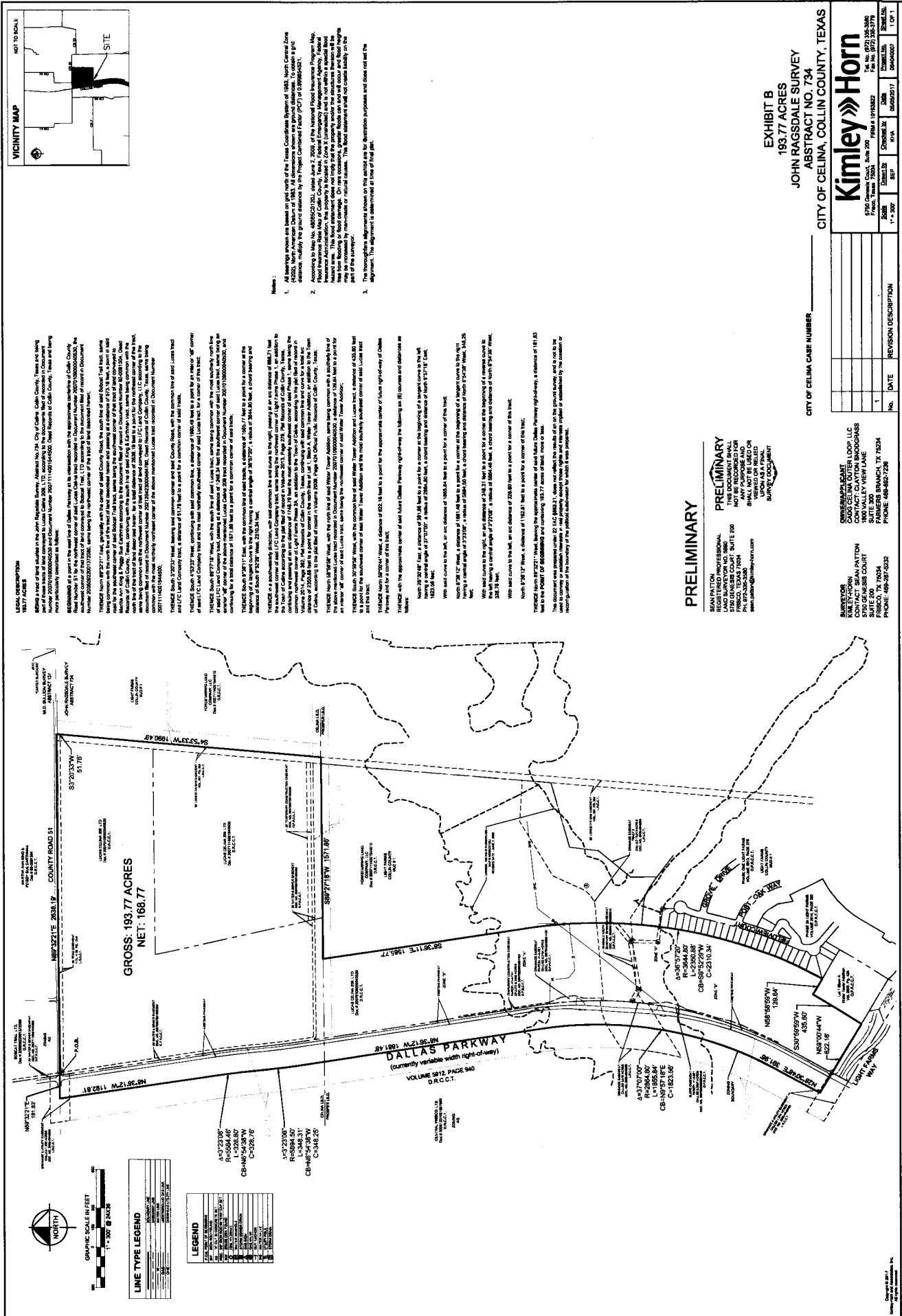
THENCE North 8°36'12" West, with said future centerline, a distance of 121.20 feet to a point for the most northerly southwest corner of this tract;

THENCE North 89°27'47" East, leaving said future centerline, over and across the above mentioned CADG Celina Outer Loop tract, a distance of 1064.49 feet to a point for an interior "ell" corner of this tract;

THENCE North 0°31'31" West, over and across said tract, a distance of 1538.09 feet to a point for the northwest corner of this tract;

THENCE North 89°32'22" East, continuing over and across said tract, a distance of 1455.43 feet to the **POINT OF BEGINNING** and containing 53.13 acres of land, more or less.

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.



Attachment: Ordinance 2017-33: The Columns PD #84 (The Columns Development Agreement)

EXHIBIT C

Development Regulations

Development within this Planned Development (PD) District must follow the regulations outlined below and meet the intent of the Concept Plan that is attached as Exhibits C, D, E, and F. Any significant changes to the land uses depicted on the Concept Plans shall require approval of the City of Celina Planning & Zoning Commission, as well as the City of Celina City Council as outlined in Sec. 14.03.031.

TRACT 1:

All Commercial and Retail Development within Tract 1 (see Exhibit D) shall meet the standards of the Retail and Office (RO) zoning district as established in the City of Celina Zoning Ordinance as they exist or may be amended, except as noted below.

(a) General purpose and description. This district is established to provide areas for retail sales and professional offices which may not be part of an overall larger development. These retail and office buildings will be freestanding buildings, fully contained on a single lot or tract of land. The retail and office district should be located along or at the intersection of major collectors or thoroughfares to accommodate higher traffic volumes.

(b) Permitted Uses by Right:

1. Armed Services Recruiting
2. Artist Studio
3. Auto Supply Store (new & rebuilt parts)
4. Bakery or Confectionary (retail)
5. Bank/Credit Union
6. Child Daycare (business)
7. Church/Place of Worship
8. Convenience Store
9. Convenience Store (with or without gas sales)
10. Food or Grocery Store
11. Franchised Private Utility
12. Gas Station
13. General Retail Store
14. Laundry/Dry Cleaning (drop off/pick up)
15. Medical Facilities
16. Offices (professional and general business)
17. Personal Services Shop
18. Pet and Animal Grooming Shop
19. Restaurant (drive-in service)
20. Restaurant (drive-through service)
21. Restaurant
22. Seasonal Business
23. Temporary Business
24. Veterinarian (indoor kennels)

(c) Permitted with a Conditional Use Permit:

1. Auto Laundry or Carwash
2. Auto Repair (minor)
3. Club, private (Class I & II)
4. Concrete or Asphalt Batching Plant (temporary)
5. Farmers Market (public)
6. Funeral Home (without crematorium)
7. Kiosk (providing a service, must have principal use)
8. Mini Warehouse/Self Storage
9. Nursery (retail sales outdoor)
10. Outdoor Display-Sales (shall be screened and may not exceed 15% of the total gross floor area of the entire structure)

(d) Prohibited Uses:

1. Check Cashing Services
2. Motorcycle Sales and Repair
3. Recycling Kiosk
4. Sexually Oriented Businesses

(e) Height regulations.

- (1) Main building(s). Maximum forty-five (45) feet.
- (2) Accessory buildings. Maximum one story or twenty-five (25) feet for accessory buildings.

(f) Area regulations.

- (1) Size of lots.
 - (A) Maximum lot size. No maximum lot size.
 - (B) Minimum lot size. No lot shall be less than 26,000 square feet.
- (2) Setbacks.
 - (A) Front Yard. A minimum building setback of twenty-five (25) feet shall be provided at the front of the lot. All yards adjacent to a public street shall be considered front yards.
 - (B) Side Yard. A minimum building setback of ten (10) feet shall be provided on the side of the lot. A minimum setback of fifteen (15) feet shall be provided on the side of the lot when adjacent to a residential lot or adjacent to public street. A minimum building setback of twenty-five (25) feet when adjacent to an SF-D zoning district.
 - (C) Rear Yard. A minimum building setback of twenty-five (25) feet shall be provided on the rear of the lot. A minimum building setback of twenty-five (25) feet when adjacent to an SF-D zoning district.
- (3) Minimum open space requirement. The minimum open space shall be 15% of the total tract area.

Open space may consist of any pervious areas including landscape reserves, publicly accessible detention/drainage facilities, natural open space areas including floodplain, and public or private parks and plazas. Any detention areas counted towards the open space requirement will be landscaped and improved with sidewalks and benches on a minimum of two (2) sides. Trees shall be provided at a rate of one (1) tree per 5,000 square feet of the required Open Space.

- (4) Maximum impervious surface. The maximum impervious surface for this tract shall be 85%. Open space/pervious surface provided by the overall tract must be managed by a Property Owner's Association (POA) to ensure it is preserved and maintained.
- (5) Building size for nonresidential structures. The building footprint area shall not exceed 250,000 square feet in size.
- (6) Connectivity: A minimum of two (2) fire lane and vehicular points of connection to adjacent roadways and a minimum of two (2) pedestrian points of connection to adjoining sidewalks, trails or developments shall be provided for the overall tract. Vehicular cross access shall be provided between lots within the tract.
- (g) Parking requirements. Refer to article 14.05, division 2.
- (h) Landscaping requirements. Refer to article 14.05, division 3.
- (i) Special district requirements.
 - (1) Open storage. Open storage is prohibited.
 - (2) Temporary facilities.
 - (a) There shall be no permanent use of temporary facilities or buildings.
 - (b) Temporary structures and kiosks for temporary and/or seasonal sales are permitted for a period not to exceed forty-five (45) consecutive days. Such sales may include, but are not limited to, Valentine's Day sales, Christmas tree sales, pumpkin sales, etc. Structures shall be located on a concrete paved surface. Structures may only occupy parking spaces if the parking spaces are in excess of the minimum required based on the City of Celina parking ratios.
 - (c) Shipping containers may be placed in the rear of anchor retail uses if they are entirely screened from view and located on a concrete pad. The screening must be provided by a masonry wall (brick or CMU) a minimum of eight (8) feet in height or the height of the container, whichever is greater. The wall must be composed of materials that match those used on the main structure. Use of shipping containers shall be limited to a continuous time-frame of two months.
 - (3) Outdoor Sales.
 - (a) Large retail centers may include departments on the exterior of the air-conditioned portion of the building that allows for sales of additional goods and services including but not limited to, plants and garden materials, equipment, tools, appliance, etc. When this option is utilized, the following standards must be met:

The structure must be built of permanent materials and connected to the main building. Screening shall provide 85% opacity and be constructed with dark grey metal mesh or other material as approved by the City of Celina. Nothing shall be stored higher than the screening.

TRACT 2:

All Mixed-Use development within Tract 2 (see Exhibit D) shall meet the standards in the Mixed Use Regional (MU-2) zoning district as established in the City of Celina Zoning Ordinance as they exist, or may be amended, except as noted below.

- (a) General purpose and description. This district is established to provide areas for mixed use development, encourage and promote well-planned, compact and viable commercial development, large scale office, or high density multi-family.
- (b) Permitted Uses by Right:
 - 1. Armed Services Recruiting
 - 2. Artist Studio
 - 3. Assisted Living Facility
 - 4. Bakery or Confectionary (retail)
 - 5. Bank/Credit Union
 - 6. Child Daycare (business)
 - 7. Convenience Store
 - 8. Convenience Store (with or without gas sales)
 - 9. Dwelling, Multi-Family (garden style)
 - 10. Dwelling, Multi-Family (urban style)
 - 11. Food or Grocery Store
 - 12. General Retail Store
 - 13. Laundry/Dry Cleaning (drop off/pick up)
 - 14. Offices (professional and general business)
 - 15. Personal Services Shop
 - 16. Restaurant (drive-in service)
 - 17. Restaurant (drive-through service)
 - 18. Restaurant
 - 19. Veterinarian (indoor kennels)
- (c) Permitted with a Conditional Use Permit:
 - 1. Auto Laundry or Carwash
 - 2. Auto Repair (minor)
 - 3. Funeral Home (without crematorium)
 - 4. Kiosk (providing a service, must have principal use)
 - 5. Nursery (retail sales outdoor)
 - 6. Outdoor Display-Sales (shall be screened and may not exceed 15% of the total gross floor area of the entire structure)

(d) Prohibited Uses

1. Dwelling, Single Family Detached
2. Check Cashing Services
3. Club, private (Class I & II)
4. Motorcycle Sales and Repair
5. Recycling Kiosk
6. Sexually Oriented Businesses

(e) Definitions

1. Garden Style Apartments – Multi-Family Dwellings that do not exceed three (3) stories in height. Garden Style Apartments are typically designed where surface parking is interior to the site and screened from public streets using landscape or hardscape.
2. Urban Style Apartments – Multi-Family Dwellings greater than three (3) stories in height. Urban Style Apartments are typically designed to either have structured parking or designed where surface parking is interior to the site and screened from public streets using landscape or hardscape. Access drives within Urban Style Apartment developments may have parallel parking on each side of the access drive, but the intent of this type of development is to prevent large visible parking areas.

(f) Development regulations.(1) Density:

- (A) Multiple-family units (Garden Style); maximum twenty-four (24) dwelling units per net acre;
- (B) Multiple-family units (Urban Style); maximum thirty-five (35) dwelling units per net acre;

(2) Land use mix limits: MU-2 zoning districts may include a mix of residential and nonresidential uses at the following rates:

- (A) Residential uses (stand-alone): No stand-alone residential use is allowed within this tract; and
- (B) Residential uses (integrated): No integrated residential use is allowed within this tract; and
- (C) Nonresidential uses (stand-alone): between 0% and 80% of the net developable acres; or
- (D) Multiple-family uses (stand-alone): Stand-alone Multiple-Family use may be up to 100% of the net developable acres.

(3) Open space:

- (A) Regardless of the type of development, a minimum of twenty (20) percent of the gross acreage of tract will be reserved as usable open space. Open Space may consist of any pervious areas including landscape reserves, landscape islands, publicly accessible detention/drainage facilities, natural open space areas including floodplain, and public or private parks and plazas. Any

detention areas counted towards the open space requirement will be landscaped with trees spaces at not greater than sixty-feet (60') centers and improved with five-foot (5') sidewalk and benches on a minimum of two (2) sides. A minimum of 1.5 acres of Open Space shall be provided outside the floodplain or detention areas. Open space must be maintained through a Property Owner's Association (POA). Trees shall be provided at a rate of one (1) tree per 5,000 square feet of the required Open Space.

- (4) Impervious surface: Maximum 80% of the gross area, including but not limited to, main buildings, accessory buildings, parking lots, roads, drives, alleys, and loading areas.
- (5) Connectivity: A minimum of two (2) fire lane and vehicular points of connection to adjacent roadways and a minimum of two (2) pedestrian points of connection to adjoining sidewalks, trails or developments shall be provided.

(g) Lot regulations

(1) Multiple-Family

(A) Lot Size: Minimum five (5) acres

(B) Height:

(i) Garden Style Multi-Family:

Number of Stories	Maximum Height
One (1, accessory structure)	Thirty (30) feet
Two (2)	Forty (40) feet
Three (3)	Fifty (50) feet

(ii) Urban Style Multi-Family:

Number of Stories	Maximum Height
Four (4)	Sixty-Five (65) feet
Five (5)	Eighty (80) feet
Six (6) or more	One Hundred thirty (130) feet

(C) Setbacks:

(i) Garden Style Multi-Family:

	Common Property Line Adjacent to Single Family Residential*	Common Property Line Adjacent to Non-Residential
Front Yard	Fifty (50) feet	Fifteen (15) feet
Side Yard	Fifty (50) feet	Fifteen (15) feet
Rear Yard	Fifty (50) feet	Fifteen (15) feet

* If a public road, public alley, fire lane, or open space separates a multi-family development from a single-family development or use, then half (1/2) the width of the public road, public

alley, or open space can be deducted from the required setback, but the setback cannot be any less than the standard for property adjacent to non-residential development or use.

(ii) Urban Style Multi-Family:

	Common Property Line Adjacent to Single Family Residential*	Common Property Line Adjacent to Non-Residential
Front Yard	Fifty (50) feet	Fifteen (15) feet
Side Yard	Fifty (50) feet	Fifteen (15) feet
Rear Yard	Fifty (50) feet	Fifteen (15) feet

* If a public road, public alley, fire lane, or open space separates a multi-family development from a single-family development or use, then half (1/2) the width of the public road, public alley, or open space can be deducted from the required setback, but the setback cannot be any less than the standard for property adjacent to non-residential development or use.

(D) Parking:

(i) Number per unit:

- a. 1.75 spaces per one-bedroom unit.
- b. 2 spaces per two-bedroom unit.
- c. 2.5 spaces per three-bedroom unit.
- d. 3 spaces per unit with four or more bedrooms.

(ii) Density bonus:

- a. An increase in density of five percent (5%) for the total units allowed per net acre is permitted when at least seventy-five percent (75%) of the parking spaces are constructed as a combination of structured parking, covered parking, or enclosed parking (garage).

(iii) Standards:

- a. A paved walkway shall connect the front door of each ground floor unit to a parking area.
- b. Boats, campers, trailers and other recreational vehicles shall be prohibited unless oversize parking areas are provided as a part of an approved site plan. This parking area shall not be used to meet the minimum parking requirements and shall not be visible from a public street.
- c. Parking is not allowed between the building and a public street.
- d. Buildings with enclosed garages, when adjacent to a public street, must face garage doors internally to the development. Garage doors may not face a public street.

- e. Parking areas shall comply with the landscaping requirements specified in Section 14.05.086.

(2) Nonresidential development

- (A) Lot size: Minimum ten thousand (10,000) square feet and one hundred (100) feet in width when measured at the front yard setback line.
- (B) Height: Primary structure shall not exceed one hundred and seventy-five (175) feet in height as measured to the peak.
- (C) Interior setbacks:
 - (i) Primary structure:
 - a. Front yard. A minimum building setback of twenty-five (25) foot, integral architectural elements of the main structure may extend up to five (5) feet into the front yard. A corner lot shall have two front yards.
 - b. Side yard. A minimum building setback of ten (10) feet; or when nonresidential uses are platted adjacent to other nonresidential uses and integrated into an overall shopping center site, creating lease spaces abutting one another, no side yard is required provided it complies with the city's building code. A minimum building setback of twenty-five (25) feet when adjacent to an SF-D zoning district.
 - c. Rear yard. A minimum building setback of fifteen (15) feet. A minimum building setback of twenty-five (25) feet when adjacent to an SF-D zoning district.

(h) Parking requirements. Refer to article 14.05, division 2.

- (1) For All Mixed-Use Developments, on-street or off-street parking may be shared among residential and non-residential users as well as among users of different properties so long as the shared parking agreement is executed among property owners.

(i) Landscaping requirements. Refer to article 14.05, division 3.

(j) Special district requirements.

- (1) Open storage. Open storage is prohibited.

(2) Temporary facilities

- (a) There shall be no permanent use of temporary facilities or buildings.
- (b) Temporary structures and kiosks for temporary and/or seasonal sales are permitted for a period not to exceed forty-five (45) consecutive days. Such sales may include, but are not limited to, Valentine's Day sales, Christmas tree sales, pumpkin sales, etc. Structures shall be located on a concrete paved

surface. Structures may only occupy parking spaces if the parking spaces are in excess of the minimum required based on the City of Celina parking ratios.

- (c) Shipping containers may be placed in the rear of anchor retail uses if they are entirely screened from view and located on a concrete pad. The screening must be provided by a masonry wall (brick or CMU) a minimum of eight (8) feet in height or the height of the container, whichever is greater. The wall must be composed of materials that match those used on the main structure. Use of shipping containers shall be limited to a continuous time-frame of two months.

(3) Outdoor Sales.

- (a) Large retail centers may include departments on the exterior of the air-conditioned portion of the building that allows for sales of additional goods and services including but not limited to, plants and garden materials, equipment, tools, appliance, etc. When this option is utilized, the following standards must be met:

The structure must be built of permanent materials and connected to the main building. Screening shall provide 85% opacity and be constructed with dark grey metal mesh or other material as approved by the City of Celina. Nothing shall be stored higher than the screening.

TRACT 3:

All Mixed-Use development within Tract 3 (see Exhibit D) shall meet the standards in the Mixed Use Regional (MU-2) zoning district as established in the City of Celina Zoning Ordinance as they exist, or may be amended, except as noted below.

- (a) General purpose and description. This district is established to provide areas for mixed use development, encourage and promote well-planned, compact and viable commercial development, with the opportunity for mid-rise residential, intense commercial, and large scale office.
- (b) Permitted Uses by Right:
 1. Armed Services Recruiting
 2. Artist Studio
 3. Assisted Living Facility
 4. Bakery or Confectionary (retail)
 5. Bank/Credit Union
 6. Child Daycare (business)
 7. Convenience Store
 8. Convenience Store (with or without gas sales)
 9. Dwelling, Multi-Family (mid-rise)
 10. Food or Grocery Store
 11. General Retail Store
 12. Laundry/Dry Cleaning (drop off/pick up)
 13. Offices (professional and general business)

14. Personal Services Shop
15. Restaurant (drive-in service)
16. Restaurant (drive-through service)
17. Restaurant
18. Veterinarian (indoor kennels)

(c) Permitted with a Conditional Use Permit:

1. Auto Laundry or Carwash
2. Auto Repair (minor)
3. Club, private (Class I & II)
4. Funeral Home (without crematorium)
5. Kiosk (providing a service, must have principal use)
6. Nursery (retail sales outdoor)
7. Outdoor Display-Sales (shall be screened and may not exceed 15% of the total gross floor area of the entire structure)

(d) Prohibited Uses:

1. Dwelling, Single Family Detached
2. Dwelling, Single Family Attached
3. Dwelling, Multi-Family (garden style or urban)
4. Check Cashing Services
5. Motorcycle Sales and Repair
6. Recycling Kiosk
7. Sexually Oriented Businesses

(e) Definitions:

1. Mid-Rise Multi-Family – Multi-Family Dwellings greater than six (6) stories in height with structures parking.

(f) Development regulations.

(1) Lot size:

- (A) Minimum size; one (1) acre.
- (B) Maximum of three (3) acres may be developed as Mid-Rise Multi-Family.

(2) Density:

- (A) Mid-Rise Multi-Family shall not have a maximum density, but shall have a minimum building height of six (6) stories;

(3) Land use mix limits: MU-2 zoning districts may include a mix of residential and nonresidential uses at the following rates:

- (A) Residential uses (stand-alone): No stand-alone detached residential use is allowed within this tract; and
- (B) Residential uses (integrated): Integrated residential shall only be allowed in conjunction with Mid-Rise Multi-Family as outlined below; and

- (C) Nonresidential uses (stand-alone): between 100% and 95% of the net developable acres; or
- (D) Multiple-family uses (stand-alone): Shall not exceed three (3) acres and shall be Mid-Rise Multi-Family.

(4) Perimeter setbacks:

- (A) Front yard. Fifteen (15) feet.
- (B) Side yard. Fifteen (15) feet.
- (C) Rear yard. Twenty-five (25) feet.
- (D) Any building that is located adjacent to (and not across any right-of-way from) any existing single-family detached zoning district shall be setback from the applicable perimeter property line a distance equal to two-thirds the height of the building, but not less than twenty-five (25) feet.

(5) Minimum open space requirement. The minimum open space shall be 10% of the total tract area.

Open space may consist of any pervious areas including landscape reserves, publicly accessible detention/drainage facilities, natural open space areas including floodplain, and public or private parks and plazas. Any detention areas counted towards the open space requirement will be landscaped and improved with sidewalks and benches on a minimum of two (2) sides. Trees shall be provided at a rate of one (1) tree per 5,000 square feet of the required Open Space.

- (6) Maximum impervious surface. The maximum impervious surface for this tract shall be 90%. Open space/pervious surface provided by the overall tract must be managed by a Property Owner's Association (POA) to ensure it is preserved and maintained.
- (7) Connectivity: A minimum of two (2) fire lane and vehicular points of connection to adjacent roadways and a minimum of two (2) pedestrian points of connection to adjoining sidewalks, trails or developments shall be provided. Vehicular cross access shall be provided between lots within the tract.

(d) Lot regulations

(1) Multiple-family

- (A) Lot Size: Maximum three (3) acres of the overall tract.
- (B) Height: Primary structure shall not have a height requirement, but shall be a minimum of six (6) stories.
- (C) Setbacks:
 - (i) Primary structure:
 - a. Front yard. Minimum fifteen (15) foot.
 - b. Side yard. Minimum ten (10) feet or per perimeter setbacks established for Tract 3 in (f)(4) on pages 15 & 16 above where

applicable. A minimum building setback of twenty-five (25) feet when adjacent to an SF-D zoning district.

- c. Rear yard. Minimum fifteen (15) feet or per perimeter setbacks above where applicable. A minimum building setback of twenty-five (25) feet when adjacent to an SF-D zoning district.

- (ii) Accessory structure – shall meet the setback requirements of the primary structure.

(2) Nonresidential development

- (A) Lot size: Minimum ten thousand (10,000) square feet and one hundred (100) feet in width when measured at the front yard setback line.

- (B) Height: Primary structure shall not have a height requirement.

- (C) Interior setbacks:

- (i) Primary structure:

- a. Front yard. Minimum fifteen (15) foot, integral architectural elements of the main structure may extend up to five (5) feet into the front yard.
- b. Side yard. Minimum ten (10) feet or per the perimeter setbacks established for Tract 3 in (f)(4) on pages 15 & 16 above where applicable; or when nonresidential uses are platted adjacent to other nonresidential uses and integrated into an overall shopping center site, creating lease spaces abutting one another, no side yard is required provided it complies with the city's building code. A minimum building setback of twenty-five (25) feet when adjacent to an SF-D zoning district.
- c. Rear yard. Minimum fifteen (15) feet or per the perimeter setbacks established for Tract 3 in (f)(4) on pages 15 & 16 above where applicable. A minimum building setback of twenty-five (25) feet when adjacent to an SF-D zoning district.

- (e) Parking requirements. Refer to article 14.05, division 2.

- (f) Landscaping requirements. Refer to article 14.05, division 3.

- (g) Special requirements.

- (1) Open storage. Open storage is prohibited.

- (2) Temporary facilities.

- (a) There shall be no permanent use of temporary facilities or buildings.
- (b) Temporary structures and kiosks for temporary and/or seasonal sales are permitted for a period not to exceed forty-five (45) consecutive days. Such sales may include, but are not limited to, Valentine's Day sales, Christmas tree sales, pumpkin sales, etc. Structures shall be located on a concrete paved

surface. Structures may only occupy parking spaces if the parking spaces are in excess of the minimum required based on the City of Celina parking ratios.

- (c) Shipping containers may be placed in the rear of anchor retail uses if they are entirely screened from view and located on a concrete pad. The screening must be provided by a masonry wall (brick or CMU) a minimum of eight (8) feet in height or the height of the container, whichever is greater. The wall must be composed of materials that match those used on the main structure. Use of shipping containers shall be limited to a continuous time-frame of two months.

(3) Outdoor Sales.

- (a) Large retail centers may include departments on the exterior of the air-conditioned portion of the building that allows for sales of additional goods and services including but not limited to, plants and garden materials, equipment, tools, appliance, etc. When this option is utilized, the following standards must be met:

The structure must be built of permanent materials and connected to the main building. Screening shall provide 85% opacity and be constructed with dark grey metal mesh or other material as approved by the City of Celina. Nothing shall be stored higher than the screening.

TRACT 4:

All Mixed-Use development within Tract 4 (see Exhibit D) shall meet the standards in the Mixed Use Regional (MU-2) zoning district as established in the City of Celina Zoning Ordinance as they exist, or may be amended, except as noted below.

- (a) General purpose and description. This district is established to provide areas for mixed use development, encourage and promote well-planned, compact and viable commercial development, large scale office, or high density multi-family.
- (b) Permitted Uses by Right:
 1. Armed Services Recruiting
 2. Artist Studio
 3. Assisted Living Facility
 4. Bakery or Confectionary (retail)
 5. Bank/Credit Union
 6. Child Daycare (business)
 7. Convenience Store
 8. Convenience Store (with or without gas sales)
 9. Dwelling, Multi-Family (garden style or urban style)
 10. Dwelling, Single Family Attached (townhome)
 11. Food or Grocery Store
 12. General Retail Store
 13. Laundry/Dry Cleaning (drop off/pick up)
 14. Offices (professional and general business)
 15. Personal Services Shop

16. Restaurant (drive-in service)
17. Restaurant (drive-through service)
18. Restaurant
19. Veterinarian (indoor kennels)

(c) Permitted with a Conditional Use Permit:

1. Auto Laundry or Carwash
2. Auto Repair (minor)
3. Funeral Home (without crematorium)
4. Kiosk (providing a service, must have principal use)
5. Nursery (retail sales outdoor)
6. Outdoor Display-Sales (shall be screened and may not exceed 15% of the total gross floor area of the entire structure)

(d) Prohibited Uses:

1. Dwelling, Single Family Detached
2. Check Cashing Services
3. Club, private (Class I & II)
4. Motorcycle Sales and Repair
5. Recycling Kiosk
6. Sexually Oriented Businesses

(e) Definitions

1. Garden Style Apartments – Multi-Family Dwellings that do not exceed three (3) stories in height. Garden Style Apartments are typically designed where surface parking is interior to the site and screened from public streets using landscape or hardscape.
2. Urban Style Apartments – Multi-Family Dwellings greater than three (3) stories in height. Urban Style Apartments are designed to either have structured parking or designed where surface parking is interior to the site and screened from public streets using landscape or hardscape. Access drives within Urban Style Apartment developments may have parallel parking on each side of the access drive, but the intent of this type of development is to prevent large visible parking areas.

(f) Development regulations.

(1) Density:

- (A) Multiple-family units (Garden Style); maximum twenty-four (24) dwelling units per net acre;
- (B) Multiple-family units (Urban Style); maximum thirty-five (35) dwelling units per net acre;
- (C) Single Family Attached (Townhomes); maximum of twelve (12) dwelling units per net acre;

- (2) Land use mix limits: MU-2 zoning districts may include a mix of residential and nonresidential uses at the following rates:
- (A) Residential uses (stand-alone): Stand-alone single-family attached residential use may be up to 100% of the net developable acres; and
 - (B) Residential uses (integrated): No integrated residential use is allowed within this tract; and
 - (C) Nonresidential uses (stand-alone): between 80% and 0% of the net developable acres; or
 - (D) Multiple-family uses (stand-alone): Stand-alone Multiple-Family use may be up to 100% of the net developable acres.
- (3) Open space:
- (A) Regardless of the type of development, a minimum of twenty (15) percent of the gross acreage of tract will be reserved as usable open space. Open Space may consist of any pervious areas including landscape reserves, landscape islands, publicly accessible detention/drainage facilities, natural open space areas including floodplain, and public or private parks and plazas. Any detention areas counted towards the open space requirement will be landscaped with trees spaces at not greater than sixty-feet (60') centers and improved with five-foot (5') sidewalk and benches on a minimum of two (2) sides. A minimum of 1.5 acres of Open Space shall be provided outside the floodplain or detention areas. Open space must be maintained through a Property Owner's Association (POA). Trees shall be provided at a rate of one (1) tree per 5,000 square feet of the required Open Space.
- (4) Impervious surface: Maximum 85% of the gross area, including but not limited to, main buildings, accessory buildings, parking lots, roads, drives, alleys, and loading areas.
- (5) Connectivity: A minimum of two (2) fire lane and vehicular points of connection to adjacent roadways and a minimum of two (2) pedestrian points of connection to adjoining sidewalks, trails or developments shall be provided. Vehicular cross access shall be provided between lots within the tract.
- (g) Lot regulations
- (1) Multiple-Family
 - (A) Lot Size: Minimum five (5) acres
 - (B) Height:

(i) Garden Style Multi-Family:

Number of Stories	Maximum Height
One (1)	Thirty (30) feet
Two (2)	Forty (40) feet
Three (3)	Fifty (50) feet

(ii) Urban Style Multi-Family:

Number of Stories	Maximum Height
Four (4)	Sixty-Five (65) feet
Five (5)	Eighty (80) feet
Six (6) or more	One Hundred thirty (130) feet

(C) Setbacks:

(i) Garden Style Multi-Family:

	Common Property Line Adjacent to Single Family Residential*	Common Property Line Adjacent to Non-Residential
Front Yard	Twenty-Five (25) feet	Fifteen (15) feet
Side Yard	Twenty-Five (25) feet	Fifteen (15) feet
Rear Yard	Twenty-Five (25) feet	Fifteen (15) feet

* If a public road, public alley, fire lane, or open space separates a multi-family development from a single-family development or use, then half (1/2) the width of the public road, public alley, or open space can be deducted from the required setback, but the setback cannot be any less than the standard for property adjacent to non-residential development or use.

(ii) Urban Style Multi-Family:

	Common Property Line Adjacent to Single Family Residential*	Common Property Line Adjacent to Non-Residential
Front Yard	Fifty (50) feet	Fifteen (15) feet
Side Yard	Fifty (50) feet	Fifteen (15) feet
Rear Yard	Fifty (50) feet	Fifteen (15) feet

* If a public road, public alley, fire lane, or open space separates a multi-family development from a single-family development or use, then half (1/2) the width of the public road, public alley, or open space can be deducted from the required setback, but the setback cannot be any less than the standard for property adjacent to non-residential development or use.

(D) Parking:

(i) Number per unit:

- a. 1.75 spaces per one-bedroom unit.
- b. 2 spaces per two-bedroom unit.
- c. 2.5 spaces per three-bedroom unit.
- d. 3 spaces per unit with four or more bedrooms.

(ii) Density bonus:

- a. An increase in density of five percent (5%) for the total units allowed per net acre is permitted when at least fifty percent (50%) of the parking spaces are constructed as a combination of structured parking, covered parking, or enclosed parking (garage).

(iii) Standards:

- a. A paved walkway shall connect the front door of each ground floor unit to a parking area.
- b. Boats, campers, trailers and other recreational vehicles shall be prohibited unless oversize parking areas are provided as a part of an approved site plan. This parking area shall not be used to meet the minimum parking requirements and shall not be visible from a public street.
- c. Parking is not allowed between the building and a public street.
- d. Buildings with enclosed garages, when adjacent to a public street, must face garage doors internally to the development. Garage doors may not face a public street.
- e. Parking areas shall comply with the landscaping requirements specified in Section 14.05.086.

(2) Nonresidential Development

- (A) Lot size: Minimum ten thousand (10,000) square feet and one hundred (100) feet in width when measured at the front yard setback line.
- (B) Height: Primary structure shall not exceed one hundred and seventy-five (175) feet in height as measured to the peak.
- (C) Interior setbacks:

(i) Primary structure:

- a. Front yard. A minimum building setback of twenty-five (25) foot, integral architectural elements of the main structure may extend up to five (5) feet into the front yard. A corner lot shall have two front yards.
- b. Side yard. A minimum building setback of ten (10) feet; or when nonresidential uses are platted adjacent to other nonresidential uses and integrated into an overall shopping center site, creating lease spaces abutting one another, no side yard is required provided it complies with the city's building code. A minimum building setback of twenty-five (25) feet when adjacent to an SF-D zoning district.

- c. Rear yard. A minimum building setback of fifteen (15) feet. A minimum building setback of twenty-five (25) feet when adjacent to an SF-D zoning district.

(3) Single Family Attached:

- (A) Lot size: Minimum two thousand (2,000) square feet and twenty (20) feet in width when measured at the front yard setback line.

- (B) Height: Primary structure shall not exceed forty-five (45) feet in height as measured to the peak.

(C) Interior setbacks:

(i) Primary structure:

- a. Front yard. A minimum building setback of fifteen (15) feet, integral architectural elements of the main structure may extend up to five (5) feet into the front yard. A garage door must be set back a minimum of twenty (20) feet.
- b. Side yard. For attached units there is no minimum interior side yard. A minimum building setback of five (5) feet is required for each side yard at the end of an attached unit so that there is a minimum of ten (10) feet total between structures. A minimum building setback of twenty-five (25) feet when adjacent to an SF-D zoning district.
- c. Rear yard. A minimum building setback of fifteen (15) feet. A garage door must be setback a minimum of eighteen (18) feet if alley access is provided. A minimum building setback of twenty-five (25) feet when adjacent to an SF-D zoning district.

- (ii) Accessory structure – shall meet the setback requirements of the primary structure.

(h) Parking requirements. Refer to article 14.05, division 2.

- (1) For All Mixed-Use Developments, on-street or off-street parking may be shared among residential and non-residential users as well as among users of different properties so long as the shared parking agreement is executed among property owners.

(i) Landscaping requirements. Refer to article 14.05, division 3.

(j) Special requirements.

- (1) Open storage. Open storage is prohibited.

(2) Temporary facilities.

- (a) There shall be no permanent use of temporary facilities or buildings.
- (b) Temporary structures and kiosks for temporary and/or seasonal sales are permitted for a period not to exceed forty-five (45) consecutive days. Such

sales may include, but are not limited to, Valentine's Day sales, Christmas tree sales, pumpkin sales, etc. Structures shall be located on a concrete paved surface. Structures may only occupy parking spaces if the parking spaces are in excess of the minimum required based on the City of Celina parking ratios.

- (c) Shipping containers may be placed in the rear of anchor retail uses if they are entirely screened from view. The screening must be provided by a masonry wall (brick or CMU) a minimum of eight (8) feet in height or the height of the container, whichever is greater. The wall must be composed of materials that match those used on the main structure.

(3) Outdoor Sales.

- (a) Large retail centers may include departments on the exterior of the air-conditioned portion of the building that allows for sales of additional goods and services including but not limited to, plants and garden materials, equipment, tools, appliance, etc. When this option is utilized, the following standards must be met:

The structure must be built of permanent materials and connected to the main building. Screening shall provide 85% opacity and be constructed with dark grey metal mesh or other material as approved by the City of Celina. Nothing shall be stored higher than the screening.

TRACT 5:

All Mixed-Use development within Tract 5 (see Exhibit D) shall meet the standards in the Mixed Use Regional (MU-2) zoning district as established in the City of Celina Zoning Ordinance as they exist or may be amended, except as noted below.

- (a) General purpose and description. This district is established to provide areas to allow for the development of detached single-family residential.
- (b) Permitted Uses by Right:
 - 1. Dwelling, Single Family Detached
- (c) Permitted with a Conditional Use Permit:
- (d) Prohibited Uses
 - 1. Armed Services Recruiting
 - 2. Artist Studio
 - 3. Assisted Living Facility
 - 4. Auto Laundry or Carwash
 - 5. Auto Repair (major or minor)
 - 6. Bakery or Confectionary (retail)
 - 7. Bank/Credit Union
 - 8. Check Cashing Services
 - 9. Child Daycare (business)
 - 10. Club, private (Class I & II)

11. Convenience Store
12. Convenience Store (with or without gas sales)
13. Dwelling, Multi-Family (garden style or urban style)
14. Dwelling, Single-Family Attached
15. Food or Grocery Store (with or without beer and wine sales)
16. Funeral Home (with or without crematorium)
17. General Retail Store
18. Kiosk (providing a service)
19. Laundry/Dry Cleaning (drop off/pick up)
20. Motorcycle Sales and Repair
21. Nursery (retail sales outdoor)
22. Offices (professional and general business)
23. Outdoor Display-Sales (shall be screened and may not exceed 15% of the total gross floor area of the entire structure)
24. Personal Services Shop
25. Recycling Kiosk
26. Restaurant (drive-in service)
27. Restaurant (drive-through service)
28. Restaurant
29. Sexually Oriented Business
30. Veterinarian (indoor kennels)

(e) Development regulations.

(1) Lot size:

- (A) Minimum size; four thousand (4,000) square feet.

(2) Density:

- (A) Single-family detached units; maximum eight (8) dwelling units per gross acre (du/ga);

(3) Land use mix limits: MU-2 zoning districts may include a mix of residential and nonresidential uses at the following rates:

- (A) Residential uses (stand-alone): Stand-alone Single Family detached residential use may be up to 100% of the net developable acres; and
- (B) Residential uses (integrated): No integrated residential use is allowed within this tract; and
- (C) Nonresidential uses (stand-alone): No stand-alone nonresidential use is allowed within this tract; or
- (D) Multiple-family uses (stand-alone): No stand-alone multiple-family use is allowed within this tract.

(4) Open space:

- (A) Single Family Use: A minimum of one (1) acre per one hundred (100) dwelling units will be reserved as usable open space. Open Space may consist of any

pervious areas including landscape reserves, publicly accessible detention/drainage facilities, natural open space areas including floodplain, and public or private parks and plazas. Any detention areas counted towards the open space requirement will be landscaped and improved with sidewalks and benches on a minimum of two (2) sides. Open space must be maintained through an HOA. Trees shall be provided at a rate of one (1) tree per 5,000 square feet of the required Open Space.

- (6) Impervious surface: Maximum 70% of the total gross area, including but not limited to, main buildings, accessory buildings, parking lots, roads, drives, and alleys.
- (7) Connectivity: A minimum of two (2) public roadway, fire lane and vehicular points of connection to adjacent roadways and a minimum of two (2) pedestrian points of connection to adjoining sidewalks, trails or developments shall be provided.

Public Alley: Alley ROW shall be a minimum of fifteen (15) feet in width with a minimum of twelve (12) feet of paving. Alley radii, intersections, flares, etc. shall meet City design requirements unless otherwise approved by the City Engineer.

(f) Lot regulations

(1) Single Family Detached:

- (A) Lot size: Minimum four thousand (4,000) square feet and twenty (40) feet in width when measured at the front yard setback line.
- (B) Height: Primary structure shall not exceed forty-five (45) feet in height as measured to the peak.
- (C) Interior setbacks:
 - (i) Primary structure:
 - a. Front yard. A minimum building setback of fifteen (15) feet, integral architectural elements of the main structure may extend up to five (5) feet into the front yard. A garage door must be set back a minimum of twenty (20) feet.
 - b. Side yard. A minimum building setback of five (5) feet; On a corner lot, the side adjacent to the public street shall have a minimum building setback of ten (10) feet.
 - c. Rear yard. A minimum building setback of fifteen (15) feet. A garage door must be setback a minimum of eighteen (18) feet if alley access is provided.

(g) Parking requirements. Refer to article 14.05, division 2.

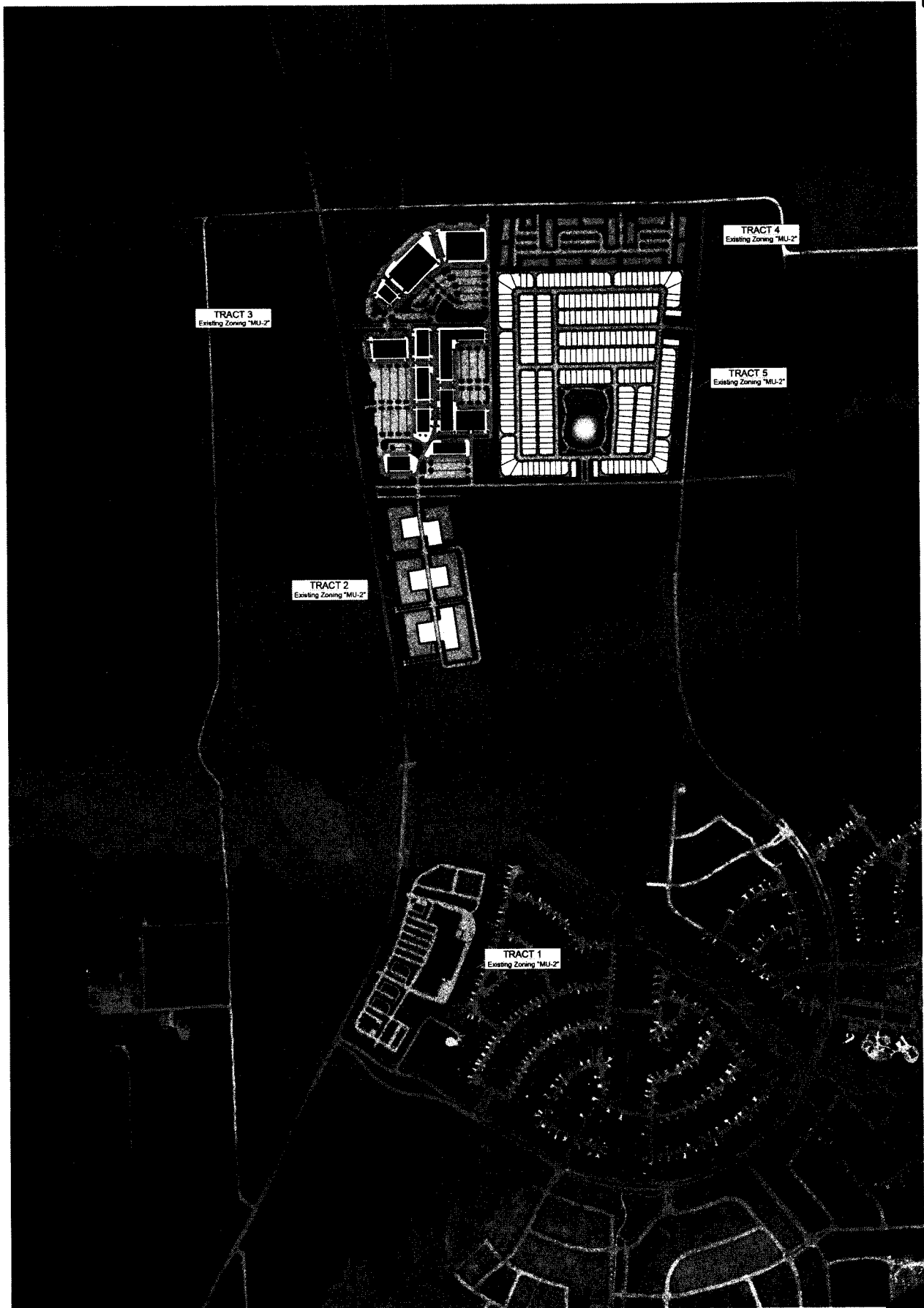
(h) Landscaping requirements. Refer to article 14.05, division 3 except as note below.

(1) Screening, Buffering, and Landscaping of future Punk Carter Blvd. and Light Farms Way:

- (A) Screening: A screening wall shall be provided adjacent to Punk Carter Blvd. and Light Farms Way. The purpose of the screening wall is to provide a visual

and protective barrier between the development and the thoroughfare. The screening wall shall be a minimum of six-foot (6') in height and maintained at the property line adjacent to the area to be screened by one or a combination of the following methods:

- (i) Solid masonry consisting of rock, stone, precast, or other material that is equivalent, visually and qualitatively;
 - (ii) Decorative metal, tubular steel, or wrought iron in conjunction with landscape that once mature will provide solid screening;
- (B) Buffering: A minimum landscape buffer of twenty (20) feet shall be provided.
- (C) Landscaping: The following landscaping requirements shall be met within the landscape buffer:
- (i) A minimum of one (1) three (3) inch caliper tree shall be provided for every fifty (50) linear feet of screening wall.
 - (ii) Where a masonry screen wall is provided, there shall be a minimum of 50% of the screen wall length that provides a bed of shrubs and ground cover. Landscape bed shall extend out from the wall a minimum of six (6) feet.
 - (iii) Where a decorative metal, tubular steel, or wrought iron fence is provided there shall be a bed of shrubs and ground cover that screen 100% of the screen wall length. Landscape bed shall extend out from the wall a minimum of six (6) feet. Landscaping shall provide solid screening within three (3) years of planting.



Attachment: Ordinance 2017-33: The Columns PD #84 (The Columns Development Agreement)

The Homeplace at the Columns

EXHIBIT D - CONCEPT PLAN

Waco, Texas
June 2017

Kimley»Horn

5760 Geneva Court
Suite 250
Frisco, Texas 75034
972-335-3500
State of Texas Registration No. F-928

CITY OF CELINA

RESOLUTION NO. 2017-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, HEREBY AUTHORIZING THE MAYOR PRO TEM OF THE CITY OF CELINA, TEXAS, TO EXECUTE A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF CELINA AND CADG CELINA OUTER LOOP, LLC, 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 and operating pursuant to the enabling legislation of the State of Texas and the Constitution of the State of Texas; and

WHEREAS, the City Council has been presented with a proposed Development Agreement by and between the City of Celina, Texas and CADG Celina Outer Loop, LLC for the development of certain real property located wholly within the extraterritorial jurisdiction of the City adjacent to the City's corporate limits (hereinafter "Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the Mayor Pro Tem shall be authorized to execute it on behalf of the City of Celina.

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

Section 1: That the Mayor Pro Tem of the City of Celina, Texas, is hereby authorized to execute on behalf of the City of Celina, Texas the Agreement attached hereto as Exhibit A.

Section 2: This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 10th day of October, 2017.

CHAD ANDERSON, Mayor Pro Tem

ATTEST:

Vicki Faulkner, City Secretary

APPROVED AS TO FORM:

Lance Vanzant, City Attorney

Attachment: The Columns DA Resolution (The Columns Development Agreement)

RESOLUTION _____

**DEVELOPMENT AGREEMENT, THE COLUMNS PUBLIC IMPROVEMENT
DISTRICT AGREEMENT AND TAX INCREMENT REINVESTMENT ZONE
AGREEMENT**

This Development Agreement, The Columns Public Improvement District Agreement and Tax Increment Reinvestment Zone Agreement (this “Agreement”) is entered into by and between **CADG Celina Outer Loop, LLC**, a Texas limited liability company, (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”).

ARTICLE I
RECITALS

WHEREAS, certain terms used herein are defined in Article II; 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, the Developer is the current owner of approximately 48.784 acres of real property (“Property”), which Property is described by metes and bounds on **Exhibit A** and depicted on **Exhibit B**; and

WHEREAS, the Property is located wholly within the city limits of the City and not within the extraterritorial jurisdiction or corporate limits of any other municipality; and

WHEREAS, the Property is located wholly in Collin County, Texas; and

WHEREAS, the Developer intends to construct and/or make financial contributions to certain on-site and off-site public improvements to serve the development of the Property (“Authorized Improvements”), which Authorized Improvements are generally identified in **Exhibit C**; and

WHEREAS, in consideration of the Developer’s agreements contained herein to accomplish the high-quality development of the Property envisioned by the Parties and to provide financing for the Authorized Improvements, the City intends to exercise its powers to create a PID in accordance with Chapter 372 of the Texas Local Government Code, as amended (the “PID Act”), and to create a TIRZ in accordance with Chapter 311 of the Texas Tax Code, as amended (the “TIF Act”), for the Property proposed to be developed with single-family homes; and

WHEREAS, this Agreement is intended to establish certain restrictions and expectations regarding the development of the Property, and to provide for the construction and funding of the Authorized Improvements, which provide a special benefit to the Property; and

WHEREAS, the Developer intends to acquire, design, construct and install the Authorized Improvements and to dedicate the majority of such Authorized Improvements to the City for use and maintenance, subject to approval of the plans and inspection of the Authorized Improvements in accordance with this Agreement and the City Regulations, and contingent upon the issuance of Bonds for partial or total financing such Authorized Improvements; and

WHEREAS, the Developer and the City estimate that the cost of the Authorized Improvements will not exceed \$14,000,000.00, which represents the maximum amount that will be financed and reimbursed to the Developer; and

WHEREAS, in consideration of the Developer's agreements contained herein, the City intends to provide or approve alternative financing arrangements that will enable the Developer, in accordance with the PID Act, to: (i) fund a specified portion of the costs of the Authorized Improvements using the proceeds of Bonds issued by the City; or (ii) obtain reimbursement for the specified portion of the costs of the Authorized Improvements, the source of which reimbursement will be installment payments from Assessments within the Property, provided that such reimbursements shall be subordinate to the payment of Bonds and Administrative Costs; and

WHEREAS, the City, subject to the consent and approval of the City Council, and in accordance with the terms of this Agreement and all requirements of applicable laws, intends, to the extent it has not prior to the Effective Date, to: (i) consider and act upon the creation of a PID encompassing the Property, in accordance with the PID Act; (ii) adopt a SAP; and (iii) adopt an Assessment Ordinance to pay for the estimated cost of the Authorized Improvements shown on **Exhibit C** and the costs associated with the administration of the PID; and

WHEREAS, prior to the closing of the first Bond issue: (i) the City Council shall have approved and adopted the PID Resolution, the SAP, and an Assessment Ordinance (collectively, the "PID Documents"); (ii) the Developer will create the Home Buyer Disclosure Program in the form as attached in **Exhibit F**; (iii) all owners of the Property shall have executed a Landowner Agreement; and (iv) the Developer shall have delivered a fully executed copy of Landowner Agreement(s) to the City Manager; and

WHEREAS, the Parties agree that the Authorized Improvements are also improvements that qualify as projects under the TIF Act, as amended; and

WHEREAS, as soon as is practicable and prior to the first bond issue, in consideration of the Developer's agreements contained herein, the Parties shall use best efforts to have agreed to the final form of the following documents (collectively, the "TIRZ Documents"), which will enable the Developer to be reimbursed for a specified portion of TIRZ eligible reimbursement costs: (i) the TIRZ project and finance plan; (ii) an ordinance creating the TIRZ (the "TIRZ Ordinance"); (iii) the ordinance approving the final TIRZ project and finance plan required by the TIF Act; and (iv) the TIRZ tax participation agreement; and

WHEREAS, prior to the authorization of the first bond issue, the City Council intends to have approved the TIRZ Ordinance and to have created a TIRZ to be coterminous with the boundaries of the PID; and

WHEREAS, in consideration of the Developer's agreements contained herein, the City intends to exercise its powers under the TIF Act to create the TIRZ and intends to adopt, approve, and execute the TIRZ Documents to dedicate thirty-four and two tenths percent (34.2%) of the City's collected *ad valorem* tax increment based on the City's tax rate in effect on the date of the establishment of the TIRZ to off-set or pay a portion of any Assessments levied on the Property for the costs of capital improvements that are Authorized Improvements and qualify as projects under the TIF Act for a period of up to thirty-one (31) years or until the amount of TIRZ increment placed into the TIRZ Fund totals \$6,403,309.00, whichever comes first, paid in accordance with the TIRZ Project and Finance Plan and SAP; and

WHEREAS, all of the City's Administrative Expenses associated with the PID will be funded by the annual levy of Assessments on the Property, and the City will not be responsible for payment of such costs; and

WHEREAS, all of the City's Administrative Expenses associated with the TIRZ will be paid in accordance with Chapter 311 of the Texas Tax Code, as amended, and the City will not be responsible for payment of such costs; and

WHEREAS, to the extent funds must be advanced to pay for any costs associated with the creation of the PID Documents and the TIRZ Documents, the Developer shall be responsible for advancing such funds, and the City will not be responsible for the payment of such costs; and

WHEREAS, the City shall provide water and wastewater service to the Property; and

WHEREAS, the Parties intend for this Agreement to establish certain restrictions and impose certain commitments in connection with the development of the Property; and

WHEREAS, the Parties intend that the Property will be developed in accordance with an agreed concept plan ("Concept Plan"), as shown on **Exhibit D**, and the Planned Development District No. 84 adopted by the City Council on July 11, 2017 by Ordinance No. 2017-33 ("PD No. 84"); and

WHEREAS, the City Council zoned the Property PD No. 84, and the City intends PD No. 84 to be consistent with the Concept Plan and other applicable provisions of this Agreement; and

WHEREAS, the Developer is responsible for the construction of all on-site and off-site Authorized Improvements for water and wastewater facilities as well as Roadway Improvements necessary to serve the development of the Property and, in light of these Developer obligations, the City intends to (i) set roadway capital recovery fees at \$2,500.00 per single-family residential lot, (ii) set water and wastewater capital recovery fees at \$2,000.00 per single-family residential lot, and (iii) waive (a) payment of inspection fees related to the development of the Property, and (b) the requirement for payment of any Impact Fees; and

WHEREAS, the Parties agree upon a fixed payment for the Technology Fees to be collected upon the issuance of a single-family residential lot's building permit in the amount of \$500.00 per lot; and

WHEREAS, the Parties agree upon a fixed payment for the Park Fees, which includes recreation and open space, to be collected upon the issuance of a single-family residential lot's building permit in the amount of \$1,500.00 per lot, in lieu of any dedications of land; and

WHEREAS, the managed growth described in this Agreement will drive infrastructure investment and job creation, both of which will, in turn, have a multiplier effect that increases both the City's tax base and utility revenues; and

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and the City's intent to create and utilize the PID and TIRZ to reimburse the Developer for the costs of Authorized Improvements, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE II **GENERAL TERMS AND DEFINITIONS**

The recitals to this Agreement are incorporated herein for all purposes.

Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Administrative Expenses shall include, without limitation, expenses incurred in the establishment, administration, and operation of the PID and TIRZ including, but not limited to, the costs of (i) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, (ii) creating and organizing the PID and TIRZ and preparing the Assessment Roll, (iii) computing, levying, collecting and transmitting the Assessments or the installments thereof, (iv) maintaining the record of installments, payments and reallocations and/or cancellations of the Assessments, (v) investing or depositing the Assessments or other monies, (vi) complying with the PID Act, and (vii) administering the construction of the Public Improvements.

Administrator means an employee or designee of the City who shall have the responsibilities provided in the SAP or any other agreement or document approved by the City related to the duties and responsibilities for the administration of the PID.

Amenity Features means the amenities required under this Agreement to be constructed by the Developer and maintained by the HOA in accordance with the minimum standards as set forth in **Exhibit E**.

Assessments means the special assessment levied against certain properties in the PID to pay for the Authorized Improvement Costs.

Assessment Company means an assessment company or entity mutually acceptable to the City and the Developer.

Assessment Ordinance means the ordinance approved by the City Council that levies Assessments on the Property in accordance with the PID Act to pay for the costs of the Authorized Improvements set forth in the SAP as well as the costs associated with the issuance of the Bonds, which provide a special benefit to the Property.

Assessed Property means the Property that will be assessed, upon approval of the City Council, in an amount not to exceed the benefit it receives from the construction of the Authorized Improvements.

Assessment Revenues means the monies collected from the Assessments which are payable in periodic installments as provided in the Assessment Ordinance, including interest, expenses or penalties on Assessments, prepayments, foreclosure proceeds, and proceeds from a guarantor, if any, of Assessments.

Assessment Roll means the assessment roll attached to the SAP or any other assessment roll in an amendment or supplement to the SAP or in an annual updated to the SAP, showing the total amount of the Assessment against each parcel assessed under the SAP.

Authorized Improvements means those public improvements, constructed and installed by or on behalf of the City or PID, as described in the SAP (including any amendments or supplements), **Exhibit C**, and Section 372.003 of the PID Act.

Authorized Improvement Costs means the design, engineering, construction, and inspection costs of the Authorized Improvements.

Bond(s) means the assessment revenue bonds issued by the City through the PID to finance the Authorized Improvements that are constructed for the benefit of the PID.

Bond Indenture means a trust indenture by and between the issuer of Bonds and a trustee bank under which Bonds are issued and funds disbursed.

Bond Ordinance means an ordinance adopted by the City Council that authorizes and approves the issuance and sale of Bonds.

Budgeted Cost means with respect to any given Authorized Improvement, the estimated cost of such improvement as set forth in **Exhibit C**.

City Council means the city council of the City.

City Regulation means any ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement.

Concept Plan means the concept plan as set forth in **Exhibit D**.

Construction, Funding, and Acquisition Agreement or CFA means The Columns Construction, Funding, and Acquisition Agreement.

Developer means **CADG Celina Outer Loop, LLC**, a Texas limited liability company, which is also the owner of the Property.

End Buyer means any developer, homebuilder, builder, tenant, user, or occupant/owner of a Fully Developed and Improved Lot, including without limitation a builder who acquires a lot with the intent to construct a single-family residence on the lot.

Franchise Utilities means electric and gas utilities.

Fully Developed and Improved Lot means any lot, regardless of proposed use, which is served by the Authorized Improvements and for which a final plat has been approved by the City and recorded in the real property records of Collin County.

HOA means the homeowner's association to be created by the Developer.

Home Buyer Disclosure Program means the disclosure program, administered by the Assessment Company, as set forth in a document in the form of **Exhibit F**, that establishes a mechanism to disclose to each End Buyer the terms and conditions under which their lot is burdened by the PID.

Impact Fees means as defined in Chapter 395 of the Texas Local Government Code.

Landowner(s) means the Developer and additional owners of the Property.

Landowner Agreement means an agreement of all of the owners and the Developer of the Property consenting to the form and terms of the PID Documents in a form substantially similar to **Exhibit G**, as approved by the City.

Notice means the notice required or contemplated by this Agreement (or otherwise given in connection with this Agreement).

Other Fees means all platting, zoning, building permit, construction review, and inspection fees relating to the Authorized Improvements in each case assessed, imposed and/or collected by the City in accordance with ordinances adopted by the City or hereinafter adopted and/or amended.

Park Fees mean the fees paid in lieu of a donation of property to be used as a park, which fees are assessed, imposed, and/ or collected by the City in accordance with Section 11.4.

PID means a public improvement district created by the City for the benefit of the Property in accordance with Chapter 372 of the Texas Local Government Code, to be known as The Columns Public Improvement District.

PID Resolution means the resolution creating the PID.

Property means the real property described by metes and bounds in **Exhibit A** and depicted on **Exhibit B**.

Public Infrastructure means water, sewer, drainage, roadway, and other public infrastructure necessary to serve the full development of the Property more particularly described in **Exhibit C**.

SAP means a PID service and assessment plan adopted by City Council to assess allocated costs of improvements against Property located within the boundaries of the PID, and which has terms, provisions and findings approved and agreed to by the Developer and the City in accordance with the PID Act.

Road Improvements means roadway and related drainage facilities needed to serve the Property and to be constructed by the City or on behalf of the City, PID or TIRZ by the Developer.

Technology Fees mean the fees charged for telephone, cable, internet, or similar utility connections in accordance with Section 11.3.

TIRZ means a Tax Increment Reinvestment Zone encompassing the Property.

TIF Act means Chapter 311 of the Texas Tax Code, as amended.

TIRZ Documents means the TIRZ project and finance plan, the TIRZ Ordinance, this Agreement, and the TIRZ tax participation agreement.

TIRZ Fund means the fund set up by the City when the TIRZ is created, in order to receive the TIRZ funds in accordance with this Agreement, the TIRZ Documents and state law.

TIRZ Ordinance means the City ordinance creating the TIRZ.

TIRZ Projects means those projects, the same as the Authorized Improvements, as described in **Exhibit C**, to be undertaken by the PID as well as the TIRZ.

TIRZ Project and Finance Plan means the project and finance plan for the TIRZ.

ARTICLE III **PUBLIC IMPROVEMENT DISTRICT**

3.1 Creation. A petition to create a PID encompassing the Property has been submitted to the City. The City shall schedule a public hearing to consider the creation of a public improvement district in accordance with the PID Act. The PID will be created, at the City's discretion, after the public hearing.

3.2 Levy of Assessments. Concurrently with the approval of the creation of the proposed PID, the Developer, the City and the Assessment Company shall prepare a SAP

providing for the levy of the Assessments on the Property. Promptly following preparation and approval of a SAP acceptable to the Developer and the City and subject to the City Council making findings that the Authorized Improvements confer a special benefit on the Property, the City Council shall consider an Assessment Ordinance. Concurrently with the Assessment Ordinance, the City shall consider the approval and execution of a CFA and a reimbursement agreement. The City shall use its best efforts to initiate and approve all necessary documents and ordinances required to effectuate this Agreement, to create the PID, and to levy the Assessments. The Developer shall develop the Property consistent with the terms of this Agreement. Nothing contained in this Agreement, however, shall be construed as creating a contractual obligation that controls, waives, or supplants the City Council's legislative discretion.

3.3 Acceptance of Assessments and Recordation of Covenants Running with the Land.

Concurrently with the levy of the Assessment, the Developer shall: (i) approve and accept in writing the levy of the Assessment(s) on all land owned or controlled by the Developer; (ii) approve and accept in writing the Home Buyer Disclosure Program; and (iii) cause to be recorded against the Property covenants running with the land that will bind any and all current and successor Developer or developers and owners of any of the Property to pay the Assessment and any subsequent Assessments, with applicable interest and penalties thereon, as and when due and payable hereunder and to take their title to their property in the Property subject to and expressly accepting and assuming the terms and provisions of such Assessments and the liens created thereby.

ARTICLE IV **AUTHORIZED IMPROVEMENTS**

4.1 Authorized Improvements. The costs of Authorized Improvements listed on **Exhibit C** are estimates that are subject to change, shall be updated by the Developer and City consistent with the SAP, the PID Act and the TIRZ Act, and shall reflect the Authorized Improvements on each approved final plat(s) for the Property as each final plat of the Property is approved by City. The Developer may include an updated **Exhibit C** with each final plat submitted for the Property, which shall be submitted to the City Council for consideration and approval concurrently with the submission of each such final plat. Upon approval by City Council of an updated **Exhibit C**, this Agreement shall be deemed amended to include such approved updated **Exhibit C**. The Authorized Improvement Costs and the timetable for installation of the Authorized Improvements will be reviewed annually by the Parties in an annual update of the SAP adopted and approved by the City.

4.2 Construction, Ownership, and Transfer of Authorized Improvements.

(a) Construction Plans. The Developer shall prepare, or cause to be prepared, plans and specifications for each of the Authorized Improvements and have them submitted to the City for approval in accordance with this section. Construction and/or engineering plans may be submitted to the City without a landscape plan and/or a hardscape plan and the City agrees not to require the submittal of a landscape plan and/or a hardscape plan in conjunction with the submittal of construction or engineering plans. The City shall have 30 business days from its receipt of the first submittal of construction and/or engineering plans to approve or deny the plans or to provide

comments back to the submitter of the plans. If any approved construction and/or engineering plans are amended or supplemented, the City shall have 15 business days from its receipt of such amended or supplemented plans to approve or deny the plans or to provide comments back to the submitter of the plans. Any written City approval or denial must be based on compliance with applicable City Regulations. If the City does not specifically approve or deny submitted plans within the above-described time periods, the plans shall be deemed approved. If any provision in this paragraph conflicts with any other provision in this Agreement, this paragraph controls.

(b) Contract Award. The contracts for construction of Authorized Improvements shall be let in the name of the Developer. The Developer's engineers shall prepare, or cause the preparation of, and provide all contract specifications and necessary related documents. The Developer shall administer the contracts. The costs of construction, which are estimated on **Exhibit C**, shall be paid by the Developer, or caused to be paid by the Developer or its assignee, and reimbursed from the proceeds of Bonds in accordance with the Bond Indenture, or reimbursed by the collected Assessments levied pursuant to the terms of a reimbursement agreement.

(c) Construction Standards and Inspection. The Authorized Improvements will be installed within the public right-of-way or in easements granted to the City. The Authorized Improvements shall be constructed and inspected in accordance with applicable state law, City ordinances, building codes, and other development requirements, including those imposed by any other governing body or entity with jurisdiction over the Authorized Improvements.

(d) Competitive Bidding. This Agreement and construction of the Authorized Improvements, including the TIRZ Projects, are anticipated to be exempt from competitive bidding pursuant to Sections 252.022(a)(9) and 252.022(a)(11) of the Texas Local Government Code based upon current cost estimates. However, in the event that the actual costs for the Authorized Improvements do not meet the parameters for exemption from the competitive bid requirement, then either competitive bid or alternative delivery methods may be used by the City as allowed by law.

(e) Ownership. All of the Authorized Improvements shall be owned by the City upon acceptance of them by the City. The Developer agrees to take any action reasonably required by the City where applicable to transfer or otherwise dedicate easements for the Authorized Improvements to the City and the public.

4.3 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance of part or all of the water or sewer Authorized Improvements, the City shall maintain and operate the accepted water and sewer infrastructure and provide water and/or sewer service to the Property served by the accepted water and/or sewer infrastructure.

(b) Upon inspection, approval, and acceptance of part or all of the roadways or storm water Authorized Improvements, the City shall maintain and operate the accepted roadways and storm water infrastructure.

(c) The Developer will construct and the HOA shall maintain and operate the open spaces, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, drainage areas, detention areas and any other common improvements or appurtenances not maintained and operated by the City.

ARTICLE V

ADDITIONAL DEVELOPER OBLIGATIONS

5.1 Mandatory Homeowners Association. The Developer will create a mandatory homeowner association (“HOA”), which HOA shall be required to levy and collect from homeowners’ annual fees in an amount calculated to maintain the Amenity Features, open spaces, common areas, right-of-way irrigation systems, raised medians and other right-of-way landscaping, detention areas, drainage areas and screening walls within the PID. Common areas, including but not limited to all landscaped entrances to the PID and right-of-way landscaping, shall be maintained solely by the HOA. Maintenance of public rights-of-way by the HOA shall comply with City Regulations and shall be subject to oversight by the City.

ARTICLE VI

PID BONDS

6.1 City Bond Issuance. The City intends to issue Bonds, in one or more series, solely for the purposes of financing the costs of the Authorized Improvements and related costs (including Administrative Expenses) and paying issuance costs and the cost of funding all reserves, accounts, and funds required by the applicable Bond Ordinance (including a capitalized interest account, a debt service reserve fund, and the project fund). The City and the Developer have determined and hereby agree that the estimated maximum aggregate principal amount of Bonds will be \$14,000,000.00. The City staff will, from time to time, submit to the City Council agenda items to approve the issuance of Bonds by the City (in one issue or in a series of issues over the years) in an amount up to, but not to exceed, the estimated maximum aggregate principal Bond amount of \$14,000,000.00. Notwithstanding the foregoing, the City’s obligation to approve the issuance of Bonds is subject to the City’s review and confirmation that the Assessments are reasonable relative to the market as determined by the City Council.

6.2 Costs for Non-Bank Qualified Bonds. If in any calendar year (including 2017) the City issues PID Bonds that would constitute a bank qualified debt issuance but for the issuance of the PID Bonds or other bonds supporting public improvements for non-City owned development projects, including either bonds authorized by the PID Act, then the Developer shall pay to the City a fee (the “PID Bond Fee”) to compensate the City for the interest savings the City would have achieved had the debt issued by the City been bank qualified, provided that all other developers or owners benefitting from the City issuing debt are similarly burdened with an obligation to compensate the City. The City shall calculate the PID Bond Fee for all series of PID Bonds and notify Developer of the total amount due at least ten (10) business days prior to pricing the first series of Bonds. The Developer agrees to pay the estimate of the PID Bond Fee to the City on the later of (i) five (5) business days prior to pricing of any series of Bonds or other City debt,

or (ii) five (5) business days after receiving notice from the City of the estimated amount of PID Bond Fee due to the City. The City shall not be required to price or sell any series of Bonds until the Developer has paid the PID Bond Fee.

To the extent any developer(s) or owner(s) (including the Developer, as applicable) has (have) paid all or a part of a PID Bond Fee estimate for any particular calendar year, any such PID Bond Fee estimate paid subsequently by a developer or owner (including the Developer, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or owner(s) (including the Developer, as applicable) as necessary so as to put all developers and owners so paying for the same calendar year in the required payment proportion as set forth above, said reimbursement to be made by the City within ten (10) business days after its receipt of such subsequent payments of the estimated PID Bond Fee. The City will deposit all payments of a PID Bond Fee estimate received from a developer or owner (including the Developer, as applicable) into a segregated account until such time as (i) the City transfers the funds to a capital improvement project fund in conjunction with issuing City debt; and/or (ii) the City refunds a portion of the PID Bond Fee estimate consistent with the pro rata formula above within 10 days of issuing Bonds. On or before January 15th of the following calendar year, the final PID Bond Fee shall be calculated. By January 31st of such year, any funds in excess of the final PID Bond Fee that remain in such segregated account on December 31st of the preceding calendar year shall be refunded to the developers or owners (including the Developer, as applicable) and any deficiencies in the estimated PID Bond Fee paid to the City by any developer or owner (including the Developer, as applicable) shall be remitted to the City by the respective developer or owner (including the Developer, as applicable).

ARTICLE VII

INSPECTION AND PERMITTING

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

If the City finds that such improvements have been completed in accordance with the final plats and specifications approved by the City (or any modifications thereof approved by the City), and in accordance with all other applicable laws and City Regulations, the City shall accept the same whereupon ownership of such improvements shall be transferred to the City and be operated and maintained by the City at its sole expense. The requirement for acceptance does not apply to recreational facilities and landscaping improvements that will be maintained by the HOA. Installation of Franchise Utilities may be a requirement for acceptance, except that the City shall release up to 50 percent of the building permits of the lots within a plat without the completion of such installation if the Developer indemnifies the City for any damage to the accepted

improvements that result from the franchise utility provider installing such Franchise Utilities after acceptance by the City. The City may withhold any of the remaining 50 percent of the lots within a plat until the Franchise Utilities are installed. Installation of landscaping, hardscape, and amenity improvements shall not be a requirement for acceptance of a subdivision or the recording of the final approved plat in the property records of Collin County.

ARTICLE VIII

PAYMENT OF AUTHORIZED IMPROVEMENTS

8.1 Improvement Account of the Project Fund. On the date of issuance of any Bonds, the City shall establish the Improvement Account of the Project Fund in accordance with the applicable Bond Indenture. Any Improvement Account of the Project Fund shall be maintained as provided in the Bond Indenture and shall not be commingled with any other funds of the City. Any Improvement Account of the Project Fund shall be administered and controlled (including signatory authority) by the City and funds in the Improvement Account of the Project Fund shall be deposited and disbursed in accordance with the terms of the Bond Indenture. In the event of any conflict between the terms of this Agreement and the terms of the Bond Indenture relative to deposit and/or disbursement, the terms of the Bond Indenture shall control.

8.2 Cost Overrun. In advance of letting a contract for the Authorized Improvements, the City may confirm that the cost for construction of such Authorized Improvements is generally consistent with the estimated cost provided on **Exhibit C**, as amended from time to time in accordance with Section 4.1. If the total cost of the Authorized Improvements in the aggregate exceeds the total amount of monies on deposit in the Improvement Account of the Project Fund (a “Cost Overrun”), the Developer shall be solely responsible for the remainder of the costs of the Authorized Improvements, except as provided for in Section 8.3 below.

8.3 Cost Underrun. Upon the final acceptance by the City of an Authorized Improvement (or each segment or a portion thereof) and payment of all outstanding invoices by the Developer for such Authorized Improvement (or each segment or a portion thereof), if the Actual Cost of such Authorized Improvement is less than the Budgeted Cost (a “Cost Underrun”), any remaining Budgeted Cost will be available to pay Cost Overruns on any other Authorized Improvement.

8.4 Remainder of Funds in the Improvement Account of the Project Fund. If funds remain in the Improvement Account of the Project Fund created under the Bond Indenture after the completion of all Authorized Improvements and the payment of all Authorized Improvement Costs as provided for in a reimbursement agreement or the Bond Indenture, then such funds shall be used to redeem the Bonds as provided for in the Bond Indenture.

ARTICLE IX

TIRZ AND AGRICULTURAL EXEMPTION

9.1 Agricultural Exemption. The City acknowledges that some or all of the Property may now have or may in the future have an agricultural, timber, or wildlife management use tax classification, and the City may not request removal of any such tax classification until Bonds

secured by the Property are issued to pay for the costs of the Authorized Improvements and related costs, notwithstanding any waiver of such exemption for other political subdivisions or public entities. However, to the extent that the City might otherwise be required under Section 23.41 et seq. of the Texas Tax Code or other applicable law, including but not limited to Section 43.035 of the Texas Local Government Code, or offers to enter into a development agreement with a Landowner containing other such restrictions, this Agreement shall be deemed to have satisfied any such requirement.

9.2 Tax Increment Reinvestment Zone. As soon as practicable, the City intends to create and intends to operate and maintain the TIRZ over the Property to provide tax increment revenue for the construction or acquisition of capital improvements that are Authorized Improvements and qualify as projects under the TIF Act to serve the Property or to reimburse the Developer for any costs advanced or expended by the Developer related to the construction or acquisition of Authorized Improvements, including the Authorized Improvement Costs. The TIRZ shall provide thirty-four and two tenths percent (34.2%) of the *ad valorem* tax increment generated by the Property for a period of up to thirty-one (31) years or until the amount of TIRZ increment placed into the TIRZ Fund totals \$6,403,309.00, whichever comes first, which will be collected by the City in accordance with the TIRZ Project and Finance plan.

9.3 TIRZ Fund. In accordance with the TIRZ Project and Finance Plan, the tax increment obtained from the Property shall be placed into the TIRZ Fund, a separate fund which has been created by the City. It is anticipated that the monies in the TIRZ Fund shall: (i) pay or reimburse a party for the costs of certain Authorized Improvement projects; (ii) be distributed in accordance with the TIRZ Project and Finance Plan to lower the Assessments of Assessed Property owners, on an annual basis; or (iii) be allocated in some combination of 1 and 2.

ARTICLE X DEVELOPMENT

10.1 Full Compliance with City Standards.

(a) Development of the Property shall be subject to the City's subdivision regulations and uniform engineering design standards in effect on the Effective Date, except to the extent that PD No. 84 may vary from those terms, then PD No. 84 controls, and future amendments to the City's subdivision regulations and standards shall not apply to the Property, unless Developer elects to apply the future amendments.

(b) Any revision to the Concept Plan, if approved by the City, shall be considered an amendment to this Development Agreement, and shall replace the attached Concept Plan and become a part of this Development Agreement.

(c) The Amenity Features, trails, open space, and landscaping shall be developed per the attached **Exhibit E**.

10.2 Replat. The Developer may submit a replat for all or any portion of the Property. Any replat shall be in general conformance with the Concept Plan.

10.3 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 Effective Date. The Developer does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code.

10.4 Property Acquisition. The Parties acknowledge that the Developer is responsible for the acquisition of certain off-site property rights and interests to allow certain public infrastructure to be constructed to serve the Property. Developer shall use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, needed to construct the off-site improvements. If, however, Developer is unable to obtain such third-party rights-of-way, consents, or easements within 90 days of commencing efforts to obtain the needed rights-of-way, consents, or easements, then, as a condition to requiring the Developer to construct off-site improvements, the City agrees to take reasonable steps to secure same through the use of the City’s power of eminent domain. Developer shall fund all reasonable and necessary legal proceeding/litigation costs, compensation awards by courts or negotiated amounts for the condemned property interest, attorneys’ fees, appraiser and expert witness fees, interest, court costs, mediation fees, deposition costs, copy charges, courier fees, postage and taxable court costs (collectively, “Eminent Domain Fees”) paid or incurred by the City in the exercise of its eminent domain powers that for any reason are not funded by the proceeds of Bonds, if Bonds are issued, or Assessments and shall 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. If 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 Authorized Improvements 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, Developer shall deposit additional funds as requested by the City into the escrow account within 10 days after written Notice from the City. Any unused escrow funds will be refunded to Developer within 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.

10.5 Zoning of Property. Currently, the Property is zoned PD No. 84 per Ordinance No. 2017-33. Through this Agreement, the Developer expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this Agreement. The City will not require the Developer to submit a formal zoning application in order to proceed with zoning the Property as contemplated by this Section.

10.6 Conflicts. In the event of any conflict between this Agreement and any City Regulation, this Agreement, including any exhibit or attachment, shall control.

ARTICLE XI

DEVELOPMENT PROCESS AND CHARGES

11.1 Development, Review and Inspection Fees. Development of any portion of the Property shall be subject to payment to the City of the applicable fees according to the City’s

ordinances, including without limitation fees relating to platting, zoning requests, and any other charges and fees not expressly exempted or altered by the terms of this Agreement.

11.2 Capital Recovery Fees. The Developer is responsible for the construction of all on-site and off-site Authorized Improvements for water and wastewater facilities as well as Roadway Improvements and Drainage Improvements, to the extent such improvements are necessitated by and attributable to the development of the Property. The Parties agree that such improvements will include all of the capital improvements and facility expansions necessitated by and attributable to the Property; therefore, pursuant to Section 395.001(4) of the Texas Local Government Code, **no Impact Fees levied by the Town will apply to the Property.** Instead, the City agrees to (i) set roadway capital recovery fees at \$2,500.00 per single-family residential lot, (ii) set water and wastewater capital recovery fees at \$2,000.00 per single-family residential lot, and (iii) waive (a) payment of inspection fees related to the development of the Property, and (b) the requirement for payment of any Impact Fees. All capital recovery fees applicable to individual lots will be due and payable by the Developer at the time building permits are issued for each single-family residential lot.

11.3 Technology Fees.

(i) The City waives, relinquishes, and releases any right it might have under a current or future City Regulation or state law to assess, levy, or collect fees for fiber optics in connection with the development of the Property. The Parties agree that as of the Effective Date of this Agreement, there is not a fiber service provider to serve the Property. Once a fiber service provider has been made available to serve the Property, the Developer agrees to work with such fiber service provider to serve the Property. As there is currently not a fiber service provider to serve the Property, the Developer's inability to work with a fiber service provider shall not constitute a default under this Agreement.

(ii) The Parties agree upon a fixed payment for the Technology Fees to be collected upon the issuance of a single-family residential lot's building permit in the amount of \$500.00 per lot.

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

11.5 Infrastructure. All Public Infrastructure shall be designed, constructed and installed in compliance with the City's subdivision regulations in effect on the Effective Date, the City's uniform engineering design standards in effect on the Effective Date, and all other City Regulations that are applicable to the Property per the terms of this Agreement. Construction and/or installation of Public Infrastructure shall not begin until complete and accurate plans and specifications have been approved by the City. Each of such contracts shall require a two-year maintenance bond following completion, which bond shall run in favor of the Party responsible for maintenance of the completed Public Infrastructure. The Public Infrastructure will be installed within the public right-of-way or in easements granted to the City.

11.6 INDEMNIFICATION AND HOLD HARMLESS. 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 IMPROVEMENTS ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION OF THE PUBLIC IMPROVEMENTS; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE PUBLIC IMPROVEMENTS; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE PUBLIC IMPROVEMENTS OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE PUBLIC IMPROVEMENTS, 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.

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 JOINTLY AND SEVERALLY LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES.

THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST, AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.

ARTICLE XII **WATER AND SEWER SERVICE**

12.1 The Water and Wastewater Facilities. The Developer shall have full responsibility for designing and constructing the on-site and off-site water and sewer facilities (together with and including the cost of obtaining any and all easements in or fee simple title to land to provide for and to accommodate such water and wastewater facilities) that will serve the Property ("Water and Wastewater Facilities") and the cost thereof. The Developer shall be responsible for the construction, including the acquisition of any necessary easements (the size and extent of each such easements to be approved by the City) for the Water and Wastewater Facilities. The Developer must design and construct the Water and Wastewater Facilities, including but not limited to the water transmission and distribution system(s) necessary to provide continuous and adequate service to customers in the Property in compliance with all statutory and regulatory requirements, including design and construction criteria and specifications of the City, and in compliance with all applicable City standards.

12.2 The Roadway Improvements and Related Drainage Facilities. The Developer shall have full responsibility for designing and constructing the on-site and off-site Roadway Improvements and related drainage facilities (together with and including the cost of obtaining any and all easements in or fee simple title to land to provide for and to accommodate such Roadway Improvements and related drainage facilities) that will serve the Property ("Roadway Facilities") and the cost thereof. The Developer shall be responsible for the construction, including the acquisition of any necessary easements (the size and extent of each such easements to be approved by the City) for the Roadway Facilities. The Developer must design and construct the Roadway Facilities, including but not limited to the water transmission and distribution system(s) necessary to provide continuous and adequate service to customers in the Property in compliance with all statutory and regulatory requirements, including design and construction criteria and specifications of the City, and in compliance with all applicable City standards.

12.3 Administration of Construction of Public Infrastructure. The Parties agree that the Developer will be responsible to construct the Public Infrastructure. The Public Infrastructure and all other needed improvements will be considered a City project and the City will own all such Public Infrastructure and other needed improvements upon completion and acceptance.

12.4 Operation of the Facilities and Roadway Facilities. If the City accepts the Facilities and Roadway Facilities, the City shall operate the Facilities and Roadway Facilities serving the Property and use the Facilities and Roadway Facilities to provide service to all customers within the Property and as otherwise required by State law. If accepted by the City, the City shall at all times maintain the Facilities and Roadway Facilities, or cause the Facilities and Roadway Facilities to be maintained, in good condition and working order in compliance with all applicable City Regulations and all applicable regulations, rules, policies, standards, and orders of any governmental entity with jurisdiction over same.

ARTICLE XIII **TERM**

The term of this Agreement shall be for a period of thirty (30) years after the Effective Date and shall automatically be extended once for a fifteen (15) year period, unless either Party makes a written objection to the extension. The Parties may extend the term of this Agreement beyond the term of the automatic extension if they execute an agreement in writing.

ARTICLE XIV **EVENTS OF DEFAULT; REMEDIES**

14.1 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. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within 30 days after it is due.

14.2 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.

14.3 Cessation of Compliance. As a matter of law, a city by contract cannot bind its current or future city councils in the exercise of the council's legislative discretion or the performance of its legislative functions, which include the zoning of property, the establishment of PIDs and TIRZs, and the levying of assessments. Nonetheless, the Developer has spent a substantial sum to negotiate, implement, and comply with this Agreement and Developer expects and relies on the City to take appropriate actions to zone the Property, create the PID and TIRZ, and levy the Assessments that are described in this Agreement. If the current or a future City

Council of the City does not zone the Property as described in this Agreement, does not establish or operate the PID or the TIRZ as described in this Agreement, or does not levy the Assessments described in this Agreement, then Developer shall have no further obligation to comply with any of the terms of this Agreement until such time as the City Council takes appropriate actions to have the City resume compliance with its obligations under this Agreement. If the City resumes its compliance with its obligations under this Agreement, the Developer shall have up to 90 days to resume its compliance with this Agreement.

ARTICLE XV

ASSIGNMENT AND ENCUMBRANCE

15.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. The Developer and any Assignee have 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”) (i) without City consent, but with Notice to the City, if the Assignee is a lienholder or an affiliate or related entity of the Developer; or (ii) with the City manager’s prior written consent (which consent shall not be unreasonably withheld if the Assignee demonstrates financial ability to perform), if to any other person or entity. Any receivables due under this Agreement, any construction funding agreement, any reimbursement agreement (pursuant to Section 372.023(d-1) of the Texas Local Government Code), or any TIRZ agreement may be assigned by the Developer without the consent of, but upon written Notice to the City in accordance with Section 15.5 of this Agreement and as allowed. The Developer may also collaterally assign the PID and or TIRZ receivables as collateral for any development loan, and the Developer may execute such documents and contracts as necessary to effectuate such loans or financings, without the consent, but with Notice, to the City. An Assignee shall be considered a “Party” for the purposes of this Agreement. 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. No assignment by the Developer shall release the Developer from any liability that resulted from an act or omission by the Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. The Developer shall maintain written records of all assignments made by the Developer to Assignee, including a copy of each executed assignment and the Assignee’s notice information as required by this Agreement, and, upon written request from the City, any Party or Assignee, shall provide a copy of such records to the requesting person or entity.

15.2 Encumbrance by City. The City shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement without the Developer’s prior written consent, which consent shall not be unreasonably withheld.

15.3 Assignees as Parties. An Assignee approved or authorized in accordance with this Agreement and for which Notice of assignment has been provided in accordance with Section 15.5 of this Agreement shall be considered a “Party” for the purposes of this Agreement. With the exception of an End Buyer of a lot within the Property, any person or entity upon becoming an

owner of land within the District or upon obtaining an ownership interest in any part of the Property shall be deemed to be an owner 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. This Agreement and the obligations and liabilities arising under this Agreement shall be released automatically as to each End Buyer of a lot; provided, however, that no such conveyance of a lot shall release Developer from its obligations hereunder. Any third party, including without limitation any title company, grantee or lienholder, shall be entitled to rely on the existence or nonexistence of a recorded affidavit to establish whether such termination has occurred as to a lot.

15.4 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.

15.5 Notice of Assignment of this Agreement. Notwithstanding anything to the contrary in this Agreement, the following requirements shall apply in the event that the Developer sells, assigns, transfers, or otherwise conveys any of its rights or benefits under this Agreement:

- (i) within 30 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Developer must provide written Notice of same to the City;
- (ii) the Notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;
- (iii) the Notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance;
- (iv) the Notice must be signed by a duly authorized person representing the Developer.

ARTICLE XVI **RECORDATION AND ESTOPPEL CERTIFICATES**

16.1 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 Collin County. 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, 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 End-Buyer of a Fully Developed and Improved Lot except for land use and development regulations that apply to such lots.

16.2 Estoppel Certificates. From time to time upon written request of the Developer or any future owner, and upon the payment of a \$100.00 fee to the City, the City Manager, or his/her

designee will, in his official capacity and to his reasonable knowledge and belief, execute a written estoppel certificate identifying any obligations of an owner under this Agreement that are in default.

ARTICLE XVII **ADDITIONAL PROVISIONS**

17.1 Recitals. The recitals contained in this Agreement: (i) are true and correct as of the Effective Date; (ii) form the basis upon which the Parties negotiated and entered into this Agreement; (iii) are legislative findings of the City Council of the City; and (iv) 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.

17.2 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 transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within 24 hours after such transmission) or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:	Attn: City Manager City of Celina 142 North Ohio Celina, TX 75009
With a copy to:	Attn: Julie Fort Messer, Rockefeller & Fort, PLLC 6351 Preston Road, Suite 350 Frisco, Texas 75034
And to:	Attn: Robert Dransfield Norton Rose Fulbright US LLP 2200 Ross Avenue, Suite 3600 Dallas, Texas 75201-7932
To the Developer:	Attn: Mehrdad Moayed CADG Celina Outer Loop, LLC 1800 Valley View Lane, Suite 300 Farmers Branch, Texas 75234
With a copy to:	Attn: J. Prabha Cinclair Miklos Law, PLLC

1800 Valley View Lane, Suite 360
Farmers Branch, Texas 75234
E-mail: cinclair@mikloslegal.com

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.

17.3 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.

17.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

17.5 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.

17.6 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.

17.7 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (i) such unenforceable provision shall be deleted from this Agreement; (ii) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (iii) 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.

17.8 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 Collin County. Exclusive venue for any action to enforce or construe this Agreement shall be in the Collin County District Court.

17.9 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.

17.10 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.

17.11 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.

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

Exhibit A	Metes and Bounds of the Property
Exhibit B	Property Depiction
Exhibit C	Authorized Improvements with their Estimated Costs
Exhibit D	Concept Plan
Exhibit E	Amenity Features
Exhibit F	Home Buyer Disclosure Program
Exhibit G	Landowner Agreement

17.13 Home Buyer Disclosures. The Developer shall comply with the Home Buyer Disclosure Program and shall deed restrict the Property in a manner that notifies all owners of Property of the obligations set forth in the Home Buyer Disclosure Program. The Developer shall provide City evidence on a quarterly basis, or upon written request from the City, that the original purchaser of any finished lot within the PID has been provided the Home Buyer Disclosure Program.

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

17.15 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure

shall be temporarily suspended. Within three 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.

17.16 Entire Agreement. This Agreement, including its exhibits and documents executed in accordance with 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.

17.17 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and Developer expressly amending the terms of this Agreement.

17.18 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

[signatures on following pages]

EXECUTED by the City and Developer on the respective dates stated below.

Date: _____

CITY OF CELINA

By: _____
Chad Anderson, Mayor Pro Tem

ATTEST:

Vicki Faulkner, City Secretary

APPROVED AS TO FORM

Julie Fort, Attorney for the City

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2017 by _____ of the City of Celina, Texas on behalf of said City.

(SEAL)

Notary Public, State of Texas

Name printed or typed

Commission Expires: _____

Attachment: The Columns/CADG Celina Outer Loop, LLC Development Agreement (The Columns Development Agreement)

DEVELOPER

CADG Celina Outer Loop, LLC,
a Texas limited liability company

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

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

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

By: _____
Name: Mehrdad Moayedi
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 2017 by Mehrdad Moayedi, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of CADG Holdings, LLC, as Sole Member of CADG Celina Outer Loop, LLC, a Texas limited liability company on behalf of said company.

Notary Public, State of Texas

EXHIBIT A
Property Metes and Bounds

48.784 ACRES

BEING a tract of land situated in the John Ragsdale Survey, Abstract No.734, City of Celina, Collin County, Texas and being a portion of those tracts of land conveyed to Lucas Celina 209, LTD, according to the documents recorded in Document Number 20070109000040530 and Document Number 20071114001544500, Deed Records Collin County, Texas, said tract of land being more particularly described as follows:

BEGINNING at a point in the east line of said Lucas Celina 209 tract recorded in Document Number 20071114001544500, same being common with the west line of that tract of land conveyed to LFC Land Company, LLC, according to the document filed of record in Document Number 20120423000464780, Deed Records Collin County, Texas, said point being the northeast corner of this tract, from which the most easterly northeast corner of said Lucas Celina 209 tract, same being the northwest corner of said LFC Land Company tract bears, North 4°54'11" East, 387.12 feet and North 3°21'11" East, 52.02 feet;

THENCE South 4°54'11" West, with said common line, a distance of 1543.09 feet to a point for the southeast corner of this tract;

THENCE South 89°27'47" West, leaving said common line, a distance of 1309.44 feet to a point for the southwest corner of this tract;

THENCE North 0°31'31" West, over and across both Lucas Celina 209 tracts, a distance of 1538.09 feet to a point for the northwest corner of this tract;

THENCE North 89°32'22" East, over and across the above mentioned Lucas Celina 209 tract recorded in Document Number 20070109000040530, a distance of 1455.43 feet to the POINT OF BEGINNING and containing 48.784 acres or 2,125,033 square feet of land, more or less.

EXHIBIT B
Property Depiction

Attachment: The Columns/CADG Celina Outer Loop, LLC Development Agreement (The Columns Development Agreement)

EXHIBIT C
Authorized Improvements

Attachment: The Columns/CADG Celina Outer Loop, LLC Development Agreement (The Columns Development Agreement)

EXHIBIT D
Concept Plan

Attachment: The Columns/CADG Celina Outer Loop, LLC Development Agreement (The Columns Development Agreement)

EXHIBIT E
Amenity Features

Attachment: The Columns/CADG Celina Outer Loop, LLC Development Agreement (The Columns Development Agreement)

EXHIBIT F HOME BUYER DISCLOSURE PROGRAM

The Administrator (as defined in the Service and Assessment Plan) for the _____ Public Improvement District (the “PID”) shall facilitate Notice to prospective homebuyers in accordance with the following minimum requirements:

1. Record notice of the PID in the appropriate land records for the Property.
2. Require builders to attach the Recorded Notice of the Authorization and Establishment of the PID and the final Assessment Roll for such Assessed Parcel (or if the Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 40-year payment for such Assessed Parcel) in an addendum to each residential homebuyer’s contract on brightly colored paper.
3. Collect a copy of the addendum signed by each buyer from builders and provide to the City.
4. Require signage indicating that the Property for sale is located in a special assessment district and require that such signage be located in conspicuous places in all model homes.
5. Prepare and provide to builders an overview of the existence and effect of the PID for those builders to include in each sales packet of information that it provides to prospective homebuyers.
6. Notify builders who estimate monthly ownership costs of the requirement that they must include special assessments in estimated Property taxes.
7. Notify Settlement Companies through the builders that they are required to include special taxes on HUD 1 forms and include in total estimated taxes for the purpose of setting up tax escrows.
8. Include notice of the PID in the homeowner association documents in conspicuous bold font.
9. The City will include announcements of the PID on the City’s web site.

The Developer and the Administrator shall regularly monitor the implementation of this disclosure program and shall take appropriate action to require these Notices to be provided when one of them discovers that any requirement is not being complied with.

EXHIBIT G
Landowner Agreement

Attachment: The Columns/CADG Celina Outer Loop, LLC Development Agreement (The Columns Development Agreement)

LANDOWNER AGREEMENT

This **LANDOWNER AGREEMENT** (the “Agreement”), is entered into as of _____, among the City of Celina, Texas (the “City”), a general law municipality of the State of Texas (the “State”), and _____, a Texas _____ (the “Landowner”).

RECITALS:

WHEREAS, Landowner owns the Assessed Parcels described by a metes and bounds description attached as **Exhibit I** to this Agreement and which is incorporated herein for all purposes, comprising all of the non-exempt, privately-owned land described in **Exhibit I** (the “Landowner Parcel”) which is coterminous with The Columns Public Improvement District (the “District”) in the City; and

WHEREAS, the City Council has adopted an assessment ordinance for the Authorized Improvements (including all exhibits and attachments thereto, the “Assessment Ordinance”) and the Service and Assessment Plan included as an **Exhibit B** to the Assessment Ordinance (the “Service and Assessment Plan”) and which is incorporated herein for all purposes, and has levied an assessment on each Assessed Parcel in the District (as identified in the Service and Assessment Plan) that will be pledged for the payment of certain infrastructure improvements and to pay the costs of constructing the Authorized Improvements that will benefit the Assessed Property (as defined in the Service and Assessment Plan); and

WHEREAS, the Covenants, Conditions and Restrictions attached to this Agreement as **Exhibit II** and which are incorporated herein for all purposes, include the statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended (the “PID Act”), to the purchaser.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations and benefits hereinafter set forth, the City and the Landowner hereby contract, covenant and agree as follows:

DEFINITIONS; APPROVAL OF AGREEMENTS

Definitions. Capitalized terms used but not defined herein (including each exhibit hereto) shall have the meanings ascribed to them in the Service and Assessment Plan.

Affirmation of Recitals. The findings set forth in the Recitals of this Agreement are hereby incorporated as the official findings of the City Council.

I.

AGREEMENTS OF LANDOWNER

A. Affirmation and Acceptance of Agreements and Findings of Benefit. Landowner hereby ratifies, confirms, accepts, agrees to, and approves:

(i) the creation and boundaries of the District, and the boundaries of the Landowner's Parcel which are coterminous with the District, all as shown on Exhibit I, and the location and development of the Authorized Improvements on the Landowner Parcel and on the property within the District;

(ii) the determinations and findings as to the benefits by the City Council in the Service and Assessment Plan and the Assessment Ordinance;

(iii) the Assessment Ordinance and the Service and Assessment Plan.

B. Acceptance and Approval of Assessments and Lien on Property. Landowner consents to, agrees to, acknowledges and accepts the following:

(i) each Assessment levied by the PID on the Landowner's Parcel within the District, as shown on the assessment roll attached as Appendix __ to the Service and Assessment Plan (the "Assessment Roll");

(ii) the Authorized Improvements specially benefit the District, and the Landowner's Parcel, in an amount in excess of the Assessment levied on the Landowner's Parcel within the District, as such Assessment is shown on the Assessment Roll;

(iii) each Assessment is final, conclusive and binding upon Landowner and any subsequent owner of the Landowner's Parcel, regardless of whether such landowner may be required to prepay a portion of, or the entirety of, such Assessment upon the occurrence of a mandatory prepayment event as provided in the Service and Assessment Plan;

(iv) the obligation to pay the Assessment levied on the Landowner's Parcel owned by it when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance;

(v) each Assessment or reassessment, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Landowner's Parcel, superior to all other liens and monetary claims except liens or monetary claims for state, county, school district, or municipal ad valorem taxes, and is a personal liability of and charge against the owner of the Landowner's Parcel regardless of whether such owner is named;

(vi) the Assessment lien on the Landowner's Parcel is a lien and covenant that runs with the land and is effective from the date of the Assessment Ordinance and continues until the Assessment is paid and may be enforced by the governing body of the City in the same manner that an ad valorem tax lien against real property may be enforced by the City;

(vii) delinquent installments of the Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act;

(viii) the owner of a Landowner's Parcel may pay at any time the entire Assessment, with interest that has accrued on the Assessment, on any parcel in the Landowner's Parcel;

(ix) the Annual Installments of the Assessments (as defined in the Service and Assessment Plan and Assessment Roll) may be adjusted, decreased and extended; and, the assessed parties shall be obligated to pay their respective revised amounts of the annual installments, when due, and without the necessity of further action, assessments or reassessments by the City, the same as though they were expressly set forth herein; and

(x) Landowner has received, or hereby waives, all notices required to be provided to it under Texas law, including the PID Act, prior to the Effective Date (defined herein).

C. Mandatory Prepayment of Assessments. Landowner agrees and acknowledges that Landowner or subsequent landowners may have an obligation to prepay an Assessment upon the occurrence of a mandatory prepayment event, at the sole discretion of the City and as provided in the Service and Assessment Plan, as amended or updated.

D. Notice of Assessments. Landowner further agrees as follows:

(i) the Covenants, Conditions and Restrictions attached hereto as **Exhibit II** shall be terms, conditions and provisions running with the Landowner's Parcel and shall be recorded (the contents of which shall be consistent with the Assessment Ordinance and the Service and Assessment Plan as reasonably determined by the City), in the records of

the County Clerk of Collin County, as a lien and encumbrance against such Landowner's Parcel, and Landowner hereby authorizes the City to so record such documents against the Landowner's Parcel owned by Landowner;

(ii) reference to the Covenants, Conditions and Restrictions attached hereto as **Exhibit II** shall be included on all recordable subdivision plats and such plats shall be recorded in the real property records of Collin County, Texas;

(iii) in the event of any subdivision, sale, transfer or other conveyance by the Landowner of the right, title or interest of the Landowner in the Landowner's Parcel or any part thereof, the Landowner's Parcel, or any such part thereof, shall continue to be bound by all of the terms, conditions and provisions of such Covenants, Conditions and Restrictions and any purchaser, transferee or other subsequent owner shall take such Landowner's Parcel subject to all of the terms, conditions and provisions of such Covenants, Conditions and Restrictions; and

(iv) Landowner shall comply with, and shall contractually obligate (and promptly provide written evidence of such contractual provisions to the City) any party who purchases any Landowner's Parcel owned by Landowner, or any portion thereof, for the purpose of constructing residential properties that are eligible for "homestead" designations under State law, to comply with, the Homebuyer Education Program described on **Exhibit III** to this Agreement. Such compliance obligation shall terminate as to each Lot (as defined in the Service and Assessment Plan) if, and when, (i) a final certificate of occupancy for a residential unit on such Lot is issued by the City, and (ii) there is a sale of a Lot to an individual homebuyer, it being the intent of the undersigned that the Homebuyer Education Program shall apply only to a commercial builder who is in the business of constructing and/or selling residences to individual home buyers (a "Builder") but not to subsequent sales of such residence and Lot by an individual home buyer after the initial sale by a Builder.

Notwithstanding the provisions of this Section, upon the Landowner's request and the City's consent, in the City's sole and absolute discretion, the Covenants, Conditions and Restrictions may be included with other written restrictions running with the land on property within the District, provided they contain all the material provisions and provide the same material notice to prospective property owners as does the document attached as **Exhibit II**

II. OWNERSHIP AND CONSTRUCTION OF AUTHORIZED IMPROVEMENTS

A. Ownership and Transfer of Authorized Improvements. Landowner acknowledges that all of the Authorized Improvements and the land (or easements, as applicable) needed therefor shall be owned by the City as constructed and/or conveyed to the City and Landowner will execute such conveyances and/or dedications of public rights of way and easements as may be reasonably required to evidence such ownership, as generally described on the current plats of the property within the District.

B. Grant of Easement and License, Construction of Authorized Improvements.

(i) Any subsequent owner of the Landowner's Parcel shall, upon the request of the City or Developer, grant and convey to the City or Developer and its contractors, materialmen and workmen a temporary license and/or easement, as appropriate, to construct the Authorized Improvements on the property within the District, to stage on the property within the District construction trailers, building materials and equipment to be used in connection with such construction of the Authorized Improvements and for passage and use over and across parts of the property within the District as shall be reasonably necessary during the construction of the Authorized Improvements. Any subsequent owner of the Landowner's Parcel may require that each contractor constructing the Authorized Improvements cause such owner of the Landowner's Parcel to be indemnified and/or named as an additional insured under liability insurance reasonably acceptable to such owner of the Landowner's Parcel. The right to use and enjoy any easement and license provided above shall continue until the construction of the Authorized Improvements is complete; provided, however, any such license or easement shall automatically terminate upon the recording of the final plat for the Landowner's Parcel in the real property records of Collin County, Texas.

(ii) Landowner hereby agrees that any right or condition imposed by the Improvement Agreement, or other agreement, with respect to the Assessment has been satisfied, and that Landowner shall not have any rights or remedies against the City under the Improvement Agreement, or under any law or principles of equity concerning the Assessments, with respect to the formation of the District, approval of the Service and Assessment Plan and the City's levy and collection of the Assessments.

III.

COVENANTS AND WARRANTIES; MISCELLANEOUS

A. Special Covenants and Warranties of Landowner.

Landowner represents and warrants to the City as follows:

(i) Landowner is duly organized, validly existing and, as applicable, in good standing under the laws of the state of its organization and has the full right, power and authority to enter into this Agreement, and to perform all the obligations required to be performed by Landowner hereunder.

(ii) This Agreement has been duly and validly executed and delivered by, and on behalf of, Landowner and, assuming the due authorization, execution and delivery thereof by and on behalf of the City and the Landowner, constitutes a valid, binding and enforceable obligation of such party enforceable in accordance with its terms. This representation and warranty is qualified to the extent the enforceability of this Agreement may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting the rights of creditors in general.

(iii) Neither the execution and delivery hereof, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under, any instrument, note, mortgage, contract, judgment, order, award, decree or other agreement or restriction to which Landowner is a party, or by which Landowner or Landowner's Parcel is otherwise bound.

(iv) Landowner is, subject to all matters of record in the Collin County, Texas Real Property Records, the sole owner of the Landowner's Parcel.

(v) The Landowner's Parcel owned by Landowner is not subject to, or encumbered by, any covenant, lien, encumbrance or agreement which would prohibit (i) the creation of the District, (ii) the levy of the Assessments, or (iii) the construction of the Authorized Improvements on those portions of the property within the District which are to be owned by the City, as generally described on the current plats of the property within the District (or, if subject to any such prohibition, the approval or consent of all necessary parties thereto has been obtained).

(vi) Landowner covenants and agrees to execute any and all documents necessary, appropriate or incidental to the purposes of this Agreement, as long as such documents are consistent with this Agreement and do not create additional liability of any type to, or reduce the rights of, such Landowner by virtue of execution thereof.

B. Waiver of Claims Concerning Authorized Improvements. The Landowner, with full knowledge of the provisions, and the rights thereof pursuant to such provisions, of applicable law, waives any claims against the City and its successors, assigns and agents, pertaining to the installation of the Authorized Improvements.

C. Notices.

Any notice or other communication to be given to the City or Landowner under this Agreement shall be given by delivering the same in writing to:

To the City:

Attn: City Manager
City of Celina
142 North Ohio

Celina, TX 75009

With a copy to:

Attn: Julie Fort
Messer, Rockefeller & Fort, PLLC
6351 Preston Road, Suite 350
Frisco, Texas 75034

And to:

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

To the Developer:

Attn: Mehrdad Moayed
CADG Celina Outer Loop, LLC
1800 Valley View Lane, Suite 300
Farmers Branch, Texas 75234

With a copy to:

Attn: J. Prabha Cinclair
Miklos Law, PLLC
1800 Valley View Lane, Suite 360
Farmers Branch, Texas 75234
E-mail: cinclair@mikloslegal.com

Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the recipient as the address set forth herein.

Each recipient may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this provision shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for, or actually received by, the addressee.

D. Parties in Interest.

This Agreement is made solely for the benefit of the City and the Landowner and is not assignable, except, in the case of Landowner, in connection with the sale or disposition of all or substantially all of the parcels which constitute the Landowner's Parcel. However, the parties expressly agree and acknowledge that the City, the Landowner, each current owner of any parcel which constitutes the Landowner's Parcel, and the holders of or trustee for any bonds secured by PID Assessment revenues of the City or any part thereof to finance the costs of the Authorized Improvements, are express beneficiaries of this Agreement and shall be entitled to pursue any and

all remedies at law or in equity to enforce the obligations of the parties hereto. This Agreement shall be recorded in the real property records of Collin County, Texas.

E. Amendments.

This Agreement may be amended only by written instrument executed by the City and the Landowner. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the property within the District and recorded in the Real Property Records of Collin County, Texas.

F. Effective Date.

This Agreement shall become and be effective (the "Effective Date") upon the date of final execution by the latter of the City and the Landowner and shall be valid and enforceable on said date and thereafter.

G. Estoppels.

Within 10 days after written request from a party hereto, the other party shall provide a written certification, indicating whether this Agreement remains in effect as to the Landowner's Parcel, and whether any party is then in default hereunder.

H. Termination.

This Agreement shall terminate and be of no further force and effect as to the Landowner's Parcel upon payment in full of the Assessment(s) against such Landowner's Parcel.

[Signature pages to follow]

EXECUTED by the City and Landowner on the respective dates stated below.

Date: _____

CITY OF CELINA, TEXAS

By: _____
Mayor Pro Tem

[Signature Page Landowner Agreement]

Attachment: The Columns/CADG Celina Outer Loop, LLC Development Agreement (The Columns Development Agreement)

LANDOWNER

a Texas _____,

By: _____
_____,
its manager

STATE OF TEXAS)

)

COUNTY OF _____)

This instrument was acknowledged before me on the ___ day of _____, 20____, by _____ in his capacity as Manager of _____, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of Manager of _____.

Notary Public, State of Texas

My Commission Expires:

[Signature Page Landowner Agreement]

Attachment: The Columns/CADG Celina Outer Loop, LLC Development Agreement (The Columns Development Agreement)

LANDOWNER AGREEMENT - EXHIBIT I
METES AND BOUNDS DESCRIPTION OF LANDOWNER'S PARCEL

Attachment: The Columns/CADG Celina Outer Loop, LLC Development Agreement (The Columns Development Agreement)

LANDOWNER AGREEMENT - EXHIBIT II

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (as it may be amended from time to time, this "Declaration") is made as of _____ by _____ a Texas _____ (the "Landowner").

RECITALS:

- A. The Landowner holds record title to that portion of the real property located in Collin County, Texas, which is described in the attached **Exhibit I** (the "Landowner's Parcel").
- B. The City Council of the City of Celina (the "City Council") upon a petition requesting the establishment of a public improvement district covering the property within the District to be known as The Columns Public Improvement District (the "District") by the then current owners of 100% of the appraised value of the taxable real property and 100% of the area of all taxable real property within the area requested to be included in the District created such District, in accordance with the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act").
- C. The City Council has adopted an assessment ordinance to levy assessments for certain public improvements (including all exhibits and attachments thereto, the "Assessment Ordinance") and the Service and Assessment Plan included as an exhibit to the Assessment Ordinance (as amended from time to time, the "Service and Assessment Plan"), and has levied the assessments (as amended from time to time, the "Assessments") on property in the District.
- D. The statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended, to the purchaser, is incorporated into these Covenants, Conditions and Restrictions.

DECLARATIONS:

NOW, THEREFORE, the Landowner hereby declares that the Landowner's Parcel is and shall be subject to, and hereby imposes on the Landowner's Parcel, the following covenants, conditions and restrictions:

1. **Acceptance and Approval of Assessments and Lien on Property:**

- (a) Landowner accepts each Assessment levied on the Landowner's Parcel owned by such Landowner.

- (b) The Assessment (including any reassessment, the expense of collection, and reasonable attorney's fees, if incurred) is (a) a first and prior lien (the "Assessment Lien") against the property assessed, superior to all other liens or claims except for liens or claims for state, county, school district or municipality ad valorem property taxes whether now or hereafter payable, and (b) a personal liability of and charge against the owners of the property to the extent of their ownership regardless of whether the owners are named. The Assessment Lien is effective from the date of the Assessment Ordinance until the Assessments are paid and may be enforced by the City in the same manner as an ad valorem property tax levied against real property that may be enforced by the City. The owner of any assessed property may pay, at any time, the entire Assessment levied against any such property. Foreclosure of an ad valorem property tax lien on property within the District will not extinguish the Assessment or any unpaid but not yet due annual installments of the Assessment, and will not accelerate the due date for any unpaid and not yet due annual installments of the Assessment.

It is the clear intention of all parties to these Declarations of Covenants, Conditions and Restrictions, that the Assessments, including any annual installments of the Assessments (as such annual installments may be adjusted, decreased or extended), are covenants that run with the Landowner's Parcel and specifically binds the Landowner, its successors and assigns.

In the event of delinquency in the payment of any annual installment of the Assessment, the City is empowered to order institution of an action in district court to foreclose the related Assessment Lien, to enforce personal liability against the owner of the real property for the Assessment, or both. In such action the real property subject to the delinquent Assessment may be sold at judicial foreclosure sale for the amount of such delinquent property taxes and Assessment, plus penalties, interest and costs of collection.

2. Landowner or any subsequent owner of the Landowner's Parcel waives:

- (a) any and all defects, irregularities, illegalities or deficiencies in the proceedings establishing the District and levying and collecting the Assessments or the annual installments of the Assessments;
- (b) any and all notices and time periods provided by the PID Act including, but not limited to, notice of the establishment of the District and notice of public hearings regarding the levy of Assessments by the City Council concerning the Assessments;
- (c) any and all defects, irregularities, illegalities or deficiencies in, or in the adoption of, the Assessment Ordinance by the City Council;
- (d) any and all actions and defenses against the adoption or amendment of the Service and Assessment Plan, the City's finding of a 'special benefit' pursuant to the PID Act and the Service and Assessment Plan, and the levy of the Assessments; and

- (e) any right to object to the legality of any of the Assessments or the Service and Assessment Plan or to any of the previous proceedings connected therewith which occurred prior to, or upon, the City Council's levy of the Assessments.
3. **Amendments:** This Declaration may be terminated or amended only by a document duly executed and acknowledged by the then-current owner(s) of the Landowner's Parcel and the City. No such termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the parties by whom approval is required as set forth above and recorded in the real Property Records of Collin County, Texas.
 4. **Third Party Beneficiary:** The City is a third party beneficiary to this Declaration and may enforce the terms hereof.
 5. **Notice to Subsequent Purchasers:** Upon the sale of a dwelling unit within the District, the purchaser of such property shall be provided a written notice that reads substantially similar to the following:

TEXAS PROPERTY CODE SECTION 5.014

NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENT TO THE CITY OF CELINA, COLLIN COUNTY, TEXAS CONCERNING THE PROPERTY AT [Street Address]

As the purchaser of this parcel of real property, you are obligated to pay an assessment to the City of Celina, Texas, for improvement projects undertaken by a public improvement district under Chapter 372 of the Texas Local Government Code, as amended. The assessment may be due in periodic installments.

The amount of the assessment against your property may be paid in full at any time together with interest to the date of payment. If you do not pay the assessment in full, it will be due and payable in annual installments (including interest and collection costs). More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the City of Celina, 142 N. Ohio St., Celina, TX, 75009.

Your failure to pay the assessment or the annual installments could result in a lien and in the foreclosure of your property.

Signature of Purchaser(s) _____ Date: _____

The seller shall deliver this notice to the purchaser before the effective date of an executory contract binding the purchaser to purchase the property. The notice may be given separately, as part of the contract during negotiations, or as part of any other notice the seller delivers to the purchaser. If the notice is included as part of the executory contract or another notice, the title of the notice prescribed by this section, the references to the street address and date in the notice, and the purchaser's signature on the notice may be omitted.

EXECUTED by the undersigned on the date set forth below to be effective as of the date first above written.

LANDOWNER

a Texas _____,

By: _____
_____,
its manager

STATE OF TEXAS)

)

COUNTY OF _____)

This instrument was acknowledged before me on the __ day of _____, 20____, by _____ in his capacity as Manager of _____, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of Manager of _____.

Notary Public, State of Texas

My Commission Expires:

LANDOWNER AGREEMENT - EXHIBIT III

HOMEBUYER EDUCATION PROGRAM

As used in this **Exhibit III**, the recorded Notice of the Authorization and Establishment of The Columns Public Improvement District and the Covenants, Conditions and Restrictions in **Exhibit II** of this Agreement are referred to as the “Recorded Notices.”

1. Any Landowner who is a Builder shall attach the Recorded Notices and the final Assessment Roll for such Assessed Parcel (or if the Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 30 year payment for such Assessed Parcel) as an addendum to any residential homebuyer’s contract.
2. Any Landowner who is a Builder shall provide evidence of compliance with 1 above, signed by such residential homebuyer, to the City.
3. Any Landowner who is a Builder shall prominently display signage in its model homes, if any, substantially in the form of the Recorded Notices.
4. If prepared and provided by the City, any Landowner who is a Builder shall distribute informational brochures about the existence and effect of the District in prospective homebuyer sales packets.
5. Any Landowner who is a Builder shall include Assessments in estimated property taxes, if such Builder estimates monthly ownership costs for prospective homebuyers.



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Paul DeBuff, Assistant to the City Manager
CC: Jason Laumer, City Manager
Date: October 10, 2017
Re: Resolution Creating a Public Improvement District for Chalk Hills

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and take action upon a resolution authorizing and creating the Chalk Hill Public Improvement District (PID) in accordance with Chapter 372 of the Texas Local Government Code; a ± 97 acre tract of land generally located east of Preston Road, north of County Road 105, and south of County Road 102. (Chalk Hill) (DeBuff)

Background Information:

City Council accepted a petition to create a Public Improvement District (PID) for ± 97 acres of land (Chalk Hill) on September 12, 2017. The proposed resolution authorizes the creation of the Chalk Hills Public Improvement District PID and provides for items associated with the PID.

Public Notice:

A notice of the public hearing was published in the Celina Record on September 15, 2017.

Supporting Documents:

- Resolution Authorizing the Creation of the Chalk Hill PID

Legal Review:

The proposed resolution was written and reviewed by the City's land use attorney.

Board/Committee Recommendation:

N/A

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CELINA, TEXAS AUTHORIZING AND CREATING THE CHALK HILL 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; and

WHEREAS, on *August 28, 2017*, *CADG Celina 156, LLC, a Texas limited liability company*, the owner 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 corporate limits of 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 City; and

WHEREAS, the Petition requested the creation of the Chalk Hill Public Improvement District (the “District”), which District is located within the city limits of Celina and more particularly depicted in **Exhibit B** and described by metes and bounds in **Exhibit A** (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*, a newspaper of general circulation in Celina, and mailing notice of the hearing, all as required by and in conformity with

Attachment: Resolution Creating the Chalk Hills PID (Resolution Creating Chalk Hill PID)

the Act, the City Council, conducted a public hearing on the advisability of the improvements and services on *October 10, 2017*; and

WHEREAS, the City Council of Celina closed the public hearing on the advisability of the improvements and services on *October 10, 2017*; and

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 *October 10, 2017*, 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 Celina 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 (the “Authorized Improvements”) that are necessary for the development of the Property, which Authorized Improvements will include: landscaping, entryway features, water, wastewater, sidewalks, streets, roadways, off-street parking, drainage system improvements, trails, parks and open space; special supplemental services for the improvement and promotion of the District; and payment of expenses incurred in the establishment, administration, and operation of the District.

These Authorized Improvements shall promote the interests of Celina and confer a special benefit upon the Property.

(c) **Estimated Costs of the Authorized Improvements and Apportionment of Costs –**

The estimated total costs of the Authorized Improvements is \$20,000,000.00, 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, and possible tax increment reinvestment zone revenue. 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.

(d) **Boundaries of the District.** The District is proposed to include approximately 97 acres of land generally located east of Preston Road, north of County Road 105, and south of County Road 102, 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.

(e) **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 in full 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).

(f) **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.

(g) **Advisory Board.** The District shall be managed without the creation of an advisory body.

Section 4. The Chalk Hill 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. Notice of this Resolution authorizing the District shall be given by publishing such notice once in the *Celina Record*, a newspaper of general circulation in Celina. Effective upon the publication of such notice, such authorization shall take effect and the District shall be established.

Section 6. This Resolution shall take effect immediately from and after its passage and publication as required by law.

PASSED, APPROVED AND ADOPTED on the 10th day of October, 2017.

ATTEST:

Chad Anderson, Mayor Pro Tem

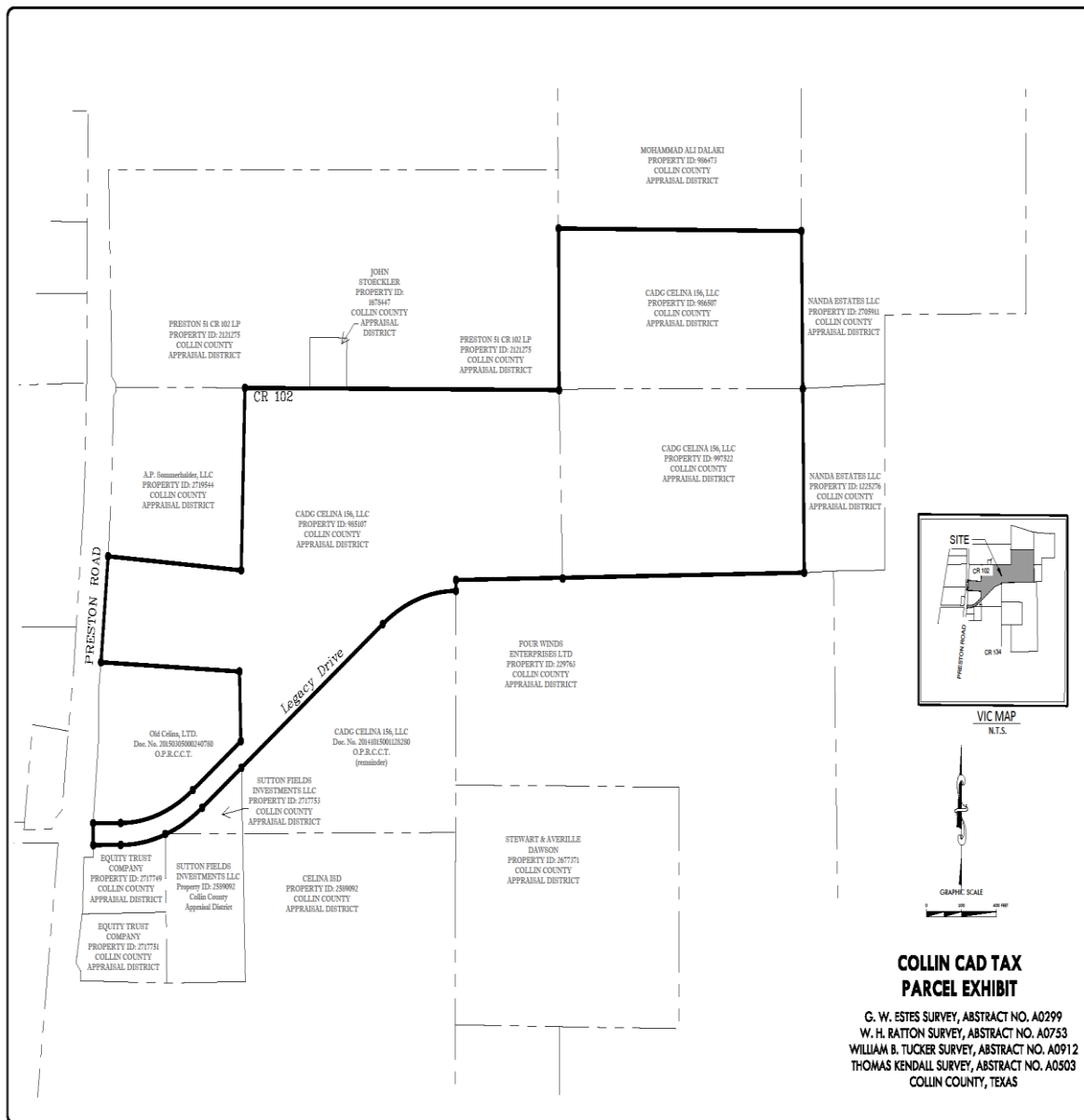
Vicki Faulkner, City Secretary

SEAL

Attachment: Resolution Creating the Chalk Hills PID (Resolution Creating Chalk Hill PID)

EXHIBIT A

PROPERTY DEPICTION



Attachment: Resolution Creating the Chalk Hills PID (Resolution Creating Chalk Hill PID)

EXHIBIT B

PROPERTY METES AND BOUNDS DESCRIPTION

LEGAL DESCRIPTION

96.777 ACRE TRACT

G. Eastes Survey, Abstract No. 299
W. Shawver Survey, Abstract No. 810
W. Tucker Survey, Abstract No. 912
W. Rattan Survey, Abstract No. 753
City of Celina, Collin County, Texas

PROPERTY DESCRIPTION:

BEING a 96.777 acre tract of land situated in the George W. Eastes Survey, Abstract Number 299, the William W. Shawver Survey, Abstract Number 810, the William B. Tucker Survey, Abstract Number 912, and the Wade H. Rattan Survey, Abstract Number 753, City of Celina, Collin County, Texas, and being a part of that certain tract of land described by deed to CADG CELINA 156, LLC, recorded under Document Number 20141015001128280, Official Public Records of Collin County, Texas, being a part of that certain tract of land described by deed to Sutton Field Investments, LLC, recorded under Document Number 20150305000240910, Official Public Records of Collin County, Texas, being a part of that certain tract of land described by deed to Equity Trust Company, Custodian F/B/O Sherese Glendenning IRA, recorded under Document Number 20150305000240770 of the Official Public Records of Collin County, Texas, being a part of that certain tract of land described by deed to Old Celina, LTD., recorded under Document Number 20150305000240780 of the Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found for the most northwest corner of a tract of land described to A.P. Sommerhalder, LLC, by deed recorded in document number 20150625000764600, Deed Records, Collin County, Texas, and the southwest corner of that certain tract of land described by deed to Preston 51 CR 102, LP, recorded under Document Number 20071120001569950 of the Official Public Records of Collin County, Texas, and being in the east line of State Highway No. 289, also known as Preston Road, having a variable width right-of-way, and being within County Road 102;

THENCE South 89 degrees 43 minutes 35 seconds East, within said County Road 102 and with the north line of said A. P. Sommerhalder tract and the south line of said Preston 51 CR 102 tract, a distance of 737.08 feet to a 1/2 inch iron rod with a yellow cap stamped "ARTHUR SURVEYING COMPANY" (ASC) set for corner, being the POINT OF BEGINNING;

THENCE South 89 degrees 43 minutes 35 seconds East, continuing within said County Road 102, a distance of 1803.23 feet to a 1/2 inch iron rod found for the southeast corner of said Preston 51 CR 102, LP tract, same being an inner ell corner of said CADG Celina 156, LLC tract;

THENCE North 00 degrees 26 minutes 05 seconds West, with the east line of said Preston 51 CR 102, LP tract and the northernmost west line of said CADG Celina 156, LLC tract, a distance of 640.81 feet to a 1/2 inch iron rod found for the southwest corner of that same tract of land described to Mohammad Ali Dalaki, by deed recorded in Document Number 20141119001266880, Official Public Records, Collin County, Texas, same being the northernmost northwest corner of said CADG Celina 156, LLC tract;

THENCE North 89 degrees 49 minutes 17 Seconds East, with the south line of said Dalaki tract and the north line of said CADG Celina 156, LLC tract, a distance of 1391.00 feet to a point for the southeast corner of said Dalaki tract and the northeast corner of said CADG Celina 156, LLC tract, said point lying on the west line of that same tract of land described to Nanda Estates, LLC, by deed recorded in Document Number 201407090000706790, Official Public Records, Collin County, Texas, from which a 1/2 inch iron rod found for reference bears South 74 degrees 10 minutes 03 seconds West, a distance of 1.21 feet;

THENCE South 00 degrees 30 minutes 42 seconds East, with the west line of said Nada Estates, LLC tract and the easternmost line of said CADG Celina 156, LLC tract, a distance of 1391.70 feet to a 5/8 inch iron rod found for the easternmost southeast corner thereof, same being the southwest corner of said Nada Estates, LLC tract, and lying on the north line of that same tract of land described to Four Winds Enterprises, Ltd., by deed recorded in Volume 5476, Page 8080, Official Public Records, Collin County, Texas;

THENCE South 88 degrees 45 minutes 36 seconds West, with the north line of said Four Winds Enterprises, Ltd. tract, and the easternmost south line of said CADG Celina 156, LLC tract, a distance of 551.59 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner;

PROPERTY DESCRIPTION (continued):

THENCE South 89 degrees 08 minutes 14 seconds West, continuing with the north line of said Four Winds Enterprises, Ltd. tract, and the easternmost south line of said CADG Celina 156, LLC tract, a distance of 1442.68 feet to a 1/2 inch iron rod found for the northwest corner of said Four Winds Enterprises, Ltd. tract and an inner ell corner of said CADG Celina 156, LLC tract;

THENCE South 00 degrees 08 minutes 33 seconds West, with the west line of said Four Winds Enterprises, Ltd. tract, and the southernmost east line of said CADG Celina 156, LLC tract, a distance of 45.11 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner in the west line of said Four Winds Enterprises, Ltd., and at the beginning of a curve to the left having a radius of 708.00 feet, with a delta angle of 36 degrees 15 minutes 41 seconds, whose chord bears South 72 degrees 00 minutes 02 seconds West, a distance of 440.64 feet;

THENCE within said CADG Celina 156 tract and with said curve, an arc length of 448.08 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner;

THENCE South 53 degrees 52 minutes 12 seconds West, continuing within said CADG Celina 156 tract and within said Sutton Field Investments tract, a distance of 1279.50 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner, being at the beginning of a curve to the right having a radius of 795.00 feet, with a delta angle of 35 degrees 55 minutes 01 second, whose chord bears South 71 degrees 49 minutes 42 seconds West, a distance of 490.24 feet;

THENCE continuing within said Sutton Field Investments tract and within said Equity Trust Company tract, and with said curve, an arc length of 498.36 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner;

THENCE South 89 degrees 47 minutes 13 seconds West, continuing within said Equity Trust tract, a distance of 132.49 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner;

THENCE South 44 degrees 58 minutes 27 seconds West, continuing within said Equity Trust tract, a distance of 35.47 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner in the east line of said Preston Road;

THENCE North 00 degrees 09 minutes 41 seconds East, with the east line of said Preston Road, a distance of 75.08 feet to a Texas Department of Transportation Monument (TxDot Mon.) found for corner;

THENCE North 00 degrees 51 minutes 58 seconds West, continuing with the east line of said Preston Road, a distance of 64.93 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner;

THENCE South 45 degrees 32 minutes 22 seconds East, within said Old Celina tract, a distance of 35.56 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner;

THENCE North 89 degrees 47 minutes 13 seconds East, continuing within said Old Celina tract, a distance of 132.61 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner, being at the beginning of a curve to the left having a radius of 705.00 feet, with a delta angle of 35 degrees 55 minutes 01 second, whose chord bears North 71 degrees 49 minutes 42 seconds East, a distance of 434.74 feet;

THENCE continuing within said Old Celina tract and with said curve, an arc length of 441.94 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner;

THENCE North 53 degrees 52 minutes 12 seconds East, continuing within said Old Celina tract and within said CADG Celina 156 tract, a distance of 340.14 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner;

THENCE North 01 degrees 31 minutes 38 seconds West, continuing within said CADG Celina 156 tract, a distance of 294.31 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner;

THENCE North 87 degrees 49 minutes 58 seconds West, continuing within said CADG Celina 156 tract, a distance of 793.07 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner in the east line of said Preston Road, lying in a curve to the left having a radius of 11546.01 feet, with a delta angle of 02 degrees 10 minutes 12 seconds, whose chord bears North 05 degrees 22 minutes 06 seconds East, a distance of 437.28 feet;

PROPERTY DESCRIPTION (continued):

THENCE continuing with the east line of said Preston Road and with said curve, an arc length of 437.31 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for the westernmost northwest corner of said CADG Celina 156 tract and the southwest corner of said A.P. Sommerhalder, LLC tract;

THENCE South 85 degrees 39 minutes 30 seconds East, with the westernmost north line of said CADG Celina 156 tract and the south line of said A.P. Sommerhalder, LLC. tract, a distance of 763.61 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for the southeast corner of said A.P.Sommerhalder, LLC. tract and an interior corner of said CADG Celina 156 tract;

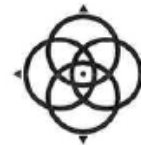
THENCE North 01 degrees 37 minutes 07 seconds West, with the northernmost west line of said CADG Celina 156 tract and the east line of said A.P. Sommerhalder, LLC. tract, a distance of 749.79 feet to the POINT OF BEGINNING, and containing 96.777 acres of land, more or less, and being subject to any and all easements that may affect.



RPLS No. 6443

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Attachment: Resolution Creating the Chalk Hills PID (Resolution Creating Chalk Hill PID)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Senior Planner
CC: Jason Laumer, City Manager
Date: October 10, 2017
Re: <Insert Subject/RE Here>

Action Requested:

Consider and act upon an Ordinance amending the City's Code of Ordinances, Appendix A, Fee Schedule. (Rodriguez)

Background Information:

Staff is proposing changes to our fee schedule. The intent of this change is to increase the cost to rent lighted ball fields by \$20 to cover the Cities actual costs incurred.

Additionally, staff is proposing the establishment of a \$10 dollar garage sale permit fee to cover the City's administrative costs.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Legal Review:

The City Attorney has reviewed the proposed ordinance.

Supporting Documents:

- Proposed ordinance

Staff Recommendation:

Staff recommends approval as presented.

CITY OF CELINA, TEXAS

ORDINANCE 2017-____

FEE SCHEDULE ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CITY'S CODE OF ORDINANCES, APPENDIX A: FEE SCHEDULE, PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTY, PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a home rule municipality located in Collin County and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code, the Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, the City has enacted a schedule of fees in order to recover costs attributable to inspection, review, other services provided by the City; and

WHEREAS, the City has determined it is in the public interest to raise its fee schedule to make said fees consistent with the cities actual costs.

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

SECTION 1**INCORPORATION OF PREMISES**

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2**FINDINGS**

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety and welfare

Attachment: fee schedule ordinance (Oct 2017) (Fee Schedule Update)

SECTION 3 **AMENDMENTS**

3.01 That the Celina Code of Ordinances, Appendix A: Fee Schedule; Article A1.000: Miscellaneous Fees; Section A1.008 Parks and Recreation; Subsection (b) Additional facility costs, shall be amended to read as follows:

“(b) Additional facility costs.

- (1) Lighting (per field/per hour): \$40.00.
- (2) Game preparation (baseball/softball): \$30.00 per field per setup.
- (3) Game preparation (multiuse fields): Costs contingent upon dimensions and markings required.
- (4) Baseball/softball field maintenance (per event): \$200.00.
- (5) Parks and recreation staff: \$25.00 (hourly, per employee).
 - (A) After 11:00 p.m., it is mandatory to have one parks representative on site.
 - (B) At the discretion of the director, more than one parks representative may be required.
- (6) Repair of damaged facilities to be paid for at actual cost of labor and materials.
- (7) Parks department reserves exclusive right to sale of concession items and use of concession stand unless agreed upon otherwise in rental agreement contract.”

3.02 That the Celina Code of Ordinances, Appendix A: Fee Schedule; Article A1.000: Miscellaneous Fees; shall be amended to add section A1.010 Garage Sales to read as follows:

“(a) Permit required

- (1) All Garage sales as allowed by article 4.04 of the Celina Code of Ordinances shall obtain a permit.
- (2) Garage sale permits shall be \$10 per event held.”

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

Attachment: fee schedule ordinance (Oct 2017) (Fee Schedule Update)

SECTION 4

CUMULATIVE REPEALER CLAUSE

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

SECTION 5

SAVINGS CLAUSE

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting fees which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 6

SEVERABILITY

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

SECTION 7

PENALTY

Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs and continues.

If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8

PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date Clause of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 9
ENGROSSMENT AND ENROLLMENT

The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive Caption in the minutes of the City Council and by filing this Ordinance in the Ordinance records of the City.

SECTION 10
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this ____ day of _____, 2017.

 Sean Terry, Mayor
 City of Celina, Texas

ATTEST:

 Vicki Faulkner, City Secretary
 City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

 City Attorney
 City of Celina, Texas

Attachment: fee schedule ordinance (Oct 2017) (Fee Schedule Update)



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Paul DeBuff, Assistant to the City Manager
CC: Jason Laumer, City Manager
Date: October 10, 2017
Re: <Insert Subject/RE Here>

Action Requested:

Consider and act to authorize the City Manager to negotiate and execute a Professional Services Agreement for Building Inspection and Plan Review with Bureau Veritas North America, Inc. (Building Inspection and Plan Review Services) (DeBuff)

Background Information:

The proposed item is to authorize the City Manager to negotiate and execute a Professional Services Agreement for supplemental building inspections and plan review services, to be used as needed.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Fee chart included in attachment.

Legal Review:

The city attorney has reviewed the proposed resolution.

Supporting Documents:

Professional Services Agreement attached.

Staff Recommendation:

Staff Recommends Approval



STANDARD PROFESSIONAL SERVICES AGREEMENT

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

RECITALS

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

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

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

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

AGREEMENT

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

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

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

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

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

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

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

10. **Consequential and Punitive Damages.** Neither BVNA nor Client shall be liable under any circumstances for

loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party. **Insurance.** Without limiting Client's right to indemnification, BVNA, at BVNA's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance Policies with insurers possessing a Best's rating of no less than A:VII:

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

BVNA shall name Client as additional insured and other parties that it deems appropriate to be additionally insured under BVNA's Commercial General Liability policy and Automobile Liability policy, if requested to do so by Client. The Client, on its own behalf and on the behalf of any others that are named as additionally insured at Client's request, agrees that providing such insurance or the additional insured endorsement shall in no way be construed as an assumption by BVNA of any liability for the negligence or willful misconduct or any wrongful behavior on the part of Client or others that are named additionally insured. Prior to commencement of any work, BVNA shall deliver to the Client insurance certificates confirming the existence of the insurance required herein. **Compliance with Laws.** BVNA shall use the standard of care in its profession to comply with all applicable Federal, State and local laws, codes, ordinance and regulations in effect as of the date services provided.

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

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

13. **Releases.** All lien releases will be limited to payment issues; no additional terms and conditions may be added to a release of lien.

14. a. **Termination for Convenience.** Either party may terminate the Services under this Agreement other than by reason of default, at any time, by sending written notice thereof thirty (30) days in advance of the termination date. Upon such termination, Client shall pay BVNA for the Services performed to and including the date of termination. In addition, Client shall pay BVNA for any materials, supplies or equipment which are in transit or under commitment..

b. **Termination for Cause.** BVNA may suspend or terminate the Services under this Agreement for cause upon thirty (30) days written notice to Client in the event Client fails to substantially perform Client's obligations under this Agreement. Such failure by Client shall include, but is not limited to, the failure to make payments to BVNA in accordance with the requirements of this Agreement. Client may suspend or terminate the Services under this Agreement for cause upon thirty (30) days written notice to BVNA in the event BVNA fails to substantially perform BVNA's obligations under this Agreement. Such failure shall include, but is not limited to, BVNA's failure to perform the Services under this Agreement in accordance with the standard of care set forth in this Agreement. Upon receipt of written notice, the receiving party shall have thirty (30) days to cure the failure. In the event either party terminates this Agreement for cause and it is later determined or agreed that the non-terminating party had not failed to substantially perform its obligations under the Agreement, the termination shall be treated as a termination for convenience.

c. **Termination by Client.** If the Client terminates this agreement without cause, the Client shall have two options concerning work and assignments that are in-progress. The Client shall select from: (1) Allowing BVNA the opportunity to complete all work and assignments in-progress that may be completed by another provider after the effective date of BVNA's termination; or (2) Providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements regarding all work and assignments that remain in-progress upon BVNA's termination effective date. In the event that Client is silent on termination or does not make an affirmative selection, option (2) providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements will be the default and active selection.

d. **Termination by BVNA.** If BVNA terminates without cause, BVNA will provide client with a thirty (30) day transition period from the notice of termination to allow Client sufficient time to secure a new Service Provider. During this transition period, BVNA and Client's responsibilities under this agreement will remain in full force and effect. At the end of the thirty (30) day transition period BVNA will cease all activities. In the event Client shall request BVNA to continue to provide any Services beyond the expiration of the transition period, including any extensions, then BVNA and Client may negotiate in good faith terms of any such extension, including the pricing of Services

15. **Force Majeure.** A delay in, or failure of, performance of either party hereto shall not constitute a default hereunder or give rise to any claim for damage if and to the extent such delay or failure is caused by (an) occurrence(s) beyond the reasonable control of the party affected, including, but not limited to, act(s) of God, or the public enemy, expropriation or confiscation of facilities or compliance with any order or request of governmental authority or person(s) purporting to act therefore affecting to a degree not presently existing the supply, availability, or use of engineering personnel or equipment, act(s) of war, public disorder(s), insurrection(s), rebellion(s), or sabotage, flood(s), riot(s), strike(s), or any cause(s), whether or not of the class or kind of those specifically named above, not within the reasonable control of the party affected, and which, by the exercise of reasonable diligence, said party is unable to prevent. A party who is prevented from performing for any reason shall immediately notify the other party in writing of the cause of such non-performance and the anticipated extent of the delay.

16. **Audit.** Client shall have the right during the course of the Work and until one (1) year after acceptance of the Services to audit BVNA's books and records relating to the costs to be reimbursed pursuant to Article 3. BVNA shall, during the progress of the Services, provide Client with evidence of payment for and records of receipt of materials, supplies and equipment as they become available and are presented for payment, together with such other data as Client may reasonably request.

17. **Remedies.** The obligations and remedies provided herein are exclusive and in lieu of any other rights or remedies available at law or in equity.

18. **Waiver.** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

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

If to Client:

Jason Laumar

With cc to:

J. Lance Vanzant
Hayes, Berry, White & Vanzant, LLP
512 W. Hickory, Suite 100
Denton, Texas 76201

If to BVNA:

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

With cc to:

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

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

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

22. Expert Witnesses.

BVNA's employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to

pay BVNA's legal expenses, administrative costs and fees pursuant to BVNA's then current fee schedule for BVNA to respond to any subpoena.

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

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

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

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

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

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

CLIENT

By: _____

Print Name: _____

Title: _____

Date: _____

BVNA

By: _____

Print Name: _____

Title: _____

Date: _____

DTQRR: _____

Date: _____

Attachment A - Scope of Services
Attachment B – Fee Schedule

Attachment: Bureau Veritas City of Celina_PSA Clean (Approve Bureau Veritas Inspections Prof Svc Agreement)

ATTACHMENT A SCOPE OF SERVICES

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

Plan Review

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

Inspections

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

CLIENT INITIALS: _____

BVNA INITIALS: _____

ATTACHMENT B
FEE SCHEDULE

Commercial and Multi-Family construction plan review

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

Single Family Residential construction plan review and inspection
Commercial and Multi-Family construction inspection

Valuation	Fee
\$1. ⁰⁰ to \$10,000. ⁰⁰	\$76. ⁹²
\$10,001. ⁰⁰ to \$25,000. ⁰⁰	\$108.75 for the first \$10,000. ⁰⁰ plus \$8.40 for each additional \$1000. ⁰⁰
\$25,001. ⁰⁰ to \$50,000. ⁰⁰	\$234.75 for the first \$25,000. ⁰⁰ plus \$6.06 for each additional \$1000. ⁰⁰
\$50,001. ⁰⁰ to \$100,000. ⁰⁰	\$386.25 for the first \$50,000. ⁰⁰ plus \$4.20 for each additional \$1000. ⁰⁰
\$100,001. ⁰⁰ to \$500,000. ⁰⁰	\$596.25 for the first \$100,000. ⁰⁰ plus \$3.36 for each additional \$1000. ⁰⁰
\$500,001. ⁰⁰ to \$1,000,000. ⁰⁰	\$1,940.25 for the first \$500,000. ⁰⁰ plus \$2.85 for each additional \$1000. ⁰⁰
\$1,000,001. ⁰⁰ and up	\$3,365.25 for the first \$1,000,000. ⁰⁰ plus \$1.89 for each additional \$1000. ⁰⁰

☐ All fees billed upon issuance of the permit by the jurisdiction

Back-up inspections

☐ Backup inspections will be performed during times of inspector absence due to illness, vacation or training at the listed rates. All other project activity will utilize the tables above.

Single Family Residential	\$76.92 per address/building
Commercial and non-Single Family Residential	\$125.00 per address/building/unit

CLIENT INITIALS: _____

BVNA INITIALS: _____

ATTACHMENT B (Cont.)
FEE SCHEDULE

The construction valuation is determined by the greater of the declared valuation of the project or the valuation calculated using the International Code Council Building Valuation Data table, first update of each calendar year and using a regional modifier of 85%.

Example:

Square Foot Construction Costs

Group (2012 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
B Business	179.29	172.7 1	166.9 6	158.7 0	144.6 3	139.2 0	152.4 3	126.9 3	121.3 2

The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

New Building

Group B occupancy
 Type VB construction
 10,000 square feet total building area
 Declared construction valuation \$1,100,000.

Calculated construction valuation - 10,000 square feet X \$121.32 per square foot X 0.85= \$1,031,220.

The calculated construction valuation is greater than the declared construction valuation so \$1,031,220 is used to calculate the Bureau Veritas fee for the project.

* Note: BVNA fees do not include any taxes, licensing or other fees imposed by governmental or outside agencies.

CLIENT INITIALS: _____

BVNA INITIALS: _____

Attachment: Bureau Veritas City of Celina_PSA Clean (Approve Bureau Veritas Inspections Prof Svc Agreement)



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jason Laumer, City Manager
CC: Jason Laumer, City Manager
Date: October 10, 2017
Re:

Action Requested:

Consider and act upon a resolution setting a public hearing on November 14, 2017 at 5:00 p.m. under section 311.003 of the Texas Tax Code for the creation of a Tax Increment Reinvestment Zone within the City of Celina, Texas for The Columns, Being a ±48.784 acre tract of land generally located east of Dallas Parkway and south of County Road 51. (The Columns) (DeBuff)

Background Information:

The proposed resolution is to set a public hearing for the proposed Tax Increment Reinvestment Zone for The Columns.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City's Land Use Attorney has drafted the proposed resolution.

Supporting Documents:

- Proposed Resolution

Staff Recommendation:

Staff recommends approval

CITY OF CELINA, TEXAS

RESOLUTION NO. _____

A RESOLUTION SETTING A PUBLIC HEARING UNDER SECTION 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.

WHEREAS, the City of Celina, Texas (the “City”), is authorized under Chapter 311 of the Texas Tax Code, as amended (the “Act”), to create a tax increment reinvestment zone within its city limits;

WHEREAS, the City Council of the City (the “City Council”) wishes to hold a public hearing in accordance with Section 311.003 of the Act regarding the establishment of a tax increment reinvestment zone in the City (the “Zone”) with the boundaries being described in the metes and bounds attached as **Exhibit A**; and

WHEREAS, in order to hold a public hearing for the creation of the Zone, notice must be given in a newspaper of general circulation in the City no later than the 7th day before the date of the hearing in accordance with Section 311.003 of the Act; and

WHEREAS, the City Council has determined to hold a public hearing on November 14, 2017 on the creation of the Zone.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL:

Section 1. That a public hearing is hereby called for November 14, 2017, at 5:00 p.m. at City Council Chambers, 112 N. Colorado Street, Celina, Texas 75009, for the purpose of hearing any interested person speak for or against the inclusion of property in the proposed Zone, the creation of the Zone, its boundaries, or the concept of tax increment financing with respect to the creation of the Zone.

Section 2. At such time and place the City Council will hear testimony regarding the creation of the Zone and will provide a reasonable opportunity for the owner of any property within the proposed Zone to protest the inclusion of their property within the Zone. Upon closing the public hearing, the City Council may consider the adoption of an ordinance authorizing the creation of the Zone.

Section 3. Attached hereto as **Exhibit B** is a form of the Notice of Public Hearing, the form and substance of which is hereby adopted and approved.

Attachment: TIRZ Creation Hearing Resolution The Columns (The Columns TIRZ PH Resolution)

Section 4. The City Secretary is hereby authorized and directed to cause said notice to be published in substantially the form attached hereto in a newspaper of general circulation in the City on or before November 7, 2017.

Section 5. Before the November 14, 2017 hearing concerning the Zone, the City shall prepare a preliminary reinvestment zone financing plan.

Section 6. This resolution shall be in full force and effect from and after its passage and it is accordingly so resolved.

PASSED AND APPROVED ON THIS 10TH DAY OF OCTOBER, 2017.

ATTEST:

Chad Anderson, Mayor Pro Tem

Vicki Faulkner, City Secretary

Attachment: TIRZ Creation Hearing Resolution The Columns (The Columns TIRZ PH Resolution)

EXHIBIT A

Metes and Bounds for the Zone

48.784 ACRES

BEING a tract of land situated in the John Ragsdale Survey, Abstract No.734, City of Celina, Collin County, Texas and being a portion of those tracts of land conveyed to Lucas Celina 209, LTD, according to the documents recorded in Document Number 20070109000040530 and Document Number 20071114001544500, Deed Records Collin County, Texas, said tract of land being more particularly described as follows:

BEGINNING at a point in the east line of said Lucas Celina 209 tract recorded in Document Number 20071114001544500, same being common with the west line of that tract of land conveyed to LFC Land Company, LLC, according to the document filed of record in Document Number 20120423000464780, Deed Records Collin County, Texas, said point being the northeast corner of this tract, from which the most easterly northeast corner of said Lucas Celina 209 tract, same being the northwest corner of said LFC Land Company tract bears, North 4°54'11" East, 387.12 feet and North 3°21'11" East, 52.02 feet;

THENCE South 4°54'11" West, with said common line, a distance of 1543.09 feet to a point for the southeast corner of this tract;

THENCE South 89°27'47" West, leaving said common line, a distance of 1309.44 feet to a point for the southwest corner of this tract;

THENCE North 0°31'31" West, over and across both Lucas Celina 209 tracts, a distance of 1538.09 feet to a point for the northwest corner of this tract;

THENCE North 89°32'22" East, over and across the above mentioned Lucas Celina 209 tract recorded in Document Number 20070109000040530, a distance of 1455.43 feet to the POINT OF BEGINNING and containing 48.784 acres or 2,125,033 square feet of land, more or less.

Attachment: TIRZ Creation Hearing Resolution The Columns (The Columns TIRZ PH Resolution)

EXHIBIT B**City of Celina City Council
Notice of Public Hearing
On Creation of Reinvestment Zone**

THE CELINA CITY COUNCIL WILL HOLD A PUBLIC HEARING ON TUESDAY NOVEMBER 14, 2017 AT 5:00 P.M. IN THE CELINA COUNCIL CHAMBERS LOCATED AT 112 N. COLORADO ST, CELINA, TEXAS 75009, ON THE CREATION OF A REINVESTMENT ZONE AND ITS BENEFITS TO THE CITY OF CELINA AND TO PROVIDE A REASONABLE OPPORTUNITY FOR ANY OWNER OF PROPERTY WITHIN THE PROPOSED REINVESTMENT ZONE TO PROTEST THE INCLUSION OF THEIR PROPERTY WITHIN THE PROPOSED REINVESTMENT ZONE, WHICH PROPOSED ZONE CONSISTS OF APPROXIMATELY 48.784 ACRES GENERALLY LOCATED EAST OF DALLAS PARKWAY AND SOUTH OF COUNTY ROAD 51, AS MORE PARTICULARLY DESCRIBED BY A METES AND BOUNDS DESCRIPTION AVAILABLE AT CELINA CITY HALL AND AVAILABLE FOR PUBLIC INSPECTION. AT THE PUBLIC HEARING, ANY INTERESTED PERSON MAY SPEAK FOR OR AGAINST THE INCLUSION OF PROPERTY WITHIN THE ZONE, THE CREATION OF THE REINVESTMENT ZONE, ITS BOUNDARIES, OR THE CONCEPT OF TAX INCREMENT FINANCING. FOLLOWING THE PUBLIC HEARING, CELINA CITY COUNCIL WILL CONSIDER ADOPTION OF AN ORDINANCE CREATING THE REINVESTMENT ZONE.

Attachment: TIRZ Creation Hearing Resolution The Columns (The Columns TIRZ PH Resolution)



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Jason Laumer, City Manager
 CC: Jason Laumer, City Manager
 Date: October 10, 2017
 Re:

Action Requested:

Consider and act upon a resolution of the City Council of Celina, Texas, setting a public hearing under sec. 372.009 of the Texas Local Government Code for the creation of The Columns Public Improvement District within the City of Celina, Texas; and authorizing the issuance of notice by the City Secretary of Celina, Texas regarding the public hearing. (The Columns) (DeBuff)

Background Information:

This resolution is authorizing Staff to schedule the public hearing and provide the necessary newspaper and property owner notifications for the potential creation of a Public Improvement District for the Columns development at the November 2017 meeting. The approval of this resolution does not create the PID, but simply provides for the public hearing to proceed on the noticed date.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Review:

This document has been review by the City's Legal Team and City Staff.

Supporting Documents:

- The Columns PID - Resolution Setting Hearing
- The Columns PID Petition - Filed 9-29-17
- The Columns PID Legal Description

Staff Recommendation:

Staff Recommends approval.

Staff Recommendation:

Staff Recommends approval

CITY OF CELINA, TEXAS

RESOLUTION NO. _____

A RESOLUTION SETTING A PUBLIC HEARING UNDER SEC. 372.009 OF THE TEXAS LOCAL GOVERNMENT CODE FOR THE CREATION OF THE COLUMNS PUBLIC IMPROVEMENT DISTRICT WITHIN THE CITY OF CELINA, TEXAS; AND AUTHORIZING THE ISSUANCE OF NOTICE BY THE CITY SECRETARY OF CELINA, TEXAS REGARDING THE PUBLIC HEARING.

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 its corporate limits; and

WHEREAS, on September 29, 2017, *CADG Celina Outer Loop, LLC, a Texas limited liability company*, the owner 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 corporate limits of the City, submitted and filed with the City Secretary of Celina (the "City Secretary") a petition ("Petition"), attached as **Exhibit A**, requesting the establishment of The Columns Public Improvement District for 48.784 acres of property within the City (the "District"); and

WHEREAS, the City Council of Celina, Texas (the "City Council") will hold a public hearing in accordance with Section 372.009 of the Act regarding the advisability of establishing the District, the nature of the improvements contemplated, the estimated costs of the improvements, the boundaries of the District, the method of assessment, and the apportionment, if any, of the costs; and

WHEREAS, in order to hold a public hearing for the creation of a public improvement district, notice must be given in a newspaper of general circulation in the municipality before the 15th day before the date of the hearing, and written notice must be mailed to the current address of each owner, as reflected on the tax rolls, of property that would be subject to assessment under the proposed public improvement district; and

WHEREAS, both newspaper notice and mailed notice must contain the information required for notice as provided for in Section 372.009 of the Act; and

WHEREAS, the City Council has determined to hold a public hearing on *November 14, 2017* on the creation of a public improvement district; and

Resolution _____
Page 1 of 6

WHEREAS, the City Council finds that the passage of this Resolution is in the best interest of the citizens of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL:

Section 1: All of the above recitals are hereby found to be true and correct factual determinations of the City and are hereby approved and incorporated by reference as though fully set forth herein.

Section 2: City Staff reviewed the Petition and determined that the same complied with the requirements of the Act and the City Council accepts the Petition.

Section 3: That a public hearing is hereby called for *November 14, 2017, at 5:00 p.m. at Celina Council Chambers, 112 N Colorado Street, Celina, TX 75009*, for the purpose of hearing public testimony with respect to the advisability of establishing the District, the nature of the improvements contemplated, the estimated costs of the improvements, the boundaries of the District, the method of assessment, and the apportionment, if any, of the costs.

Section 4: At such time and place the City Council will hear testimony regarding the creation of the proposed public improvement district and consider the adoption of a resolution authorizing the creation of the public improvement district.

Section 5: Attached hereto as **Exhibit A** is the Petition for the Creation of a Public Improvement District within the City for The Columns Public Improvement District, which includes a metes and bounds description for the District.

Section 6: Attached here to as **Exhibit B** is a form of the Notice of Public Hearing (the “Notice”) the form and substance of which is here by adopted and approved.

Section 7: The City Secretary is hereby authorized and directed to cause said Notice to be published in substantially the form attached hereto, in a newspaper of general circulation in the City, and to notify any affected landowners within the boundaries of the proposed public improvement district as required by law. The City Secretary shall provide notice on or before October 27, 2017, which is before the 15th day before the *November 14, 2017* hearing.

Section 8: If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the City Council hereby determines that it would have adopted this Resolution without the invalid provision.

Section 9: This Resolution shall be in full force and effect from and after its passage, and it is accordingly so resolved.

PASSED AND APPROVED ON THIS 10TH DAY OF OCTOBER, 2017.

ATTEST:

Chad Anderson, Mayor Pro Tem

Vicki Faulkner, City Secretary

APPROVED AS TO FORM:

_____,
Julie Fort, Attorney for the City

Attachment: The Columns PID - Resolution Setting Hearing (Resolution for Public Hearing to create The Columns PID)

EXHIBIT A

Petition for the Creation of a Public Improvement District

Attachment: The Columns PID - Resolution Setting Hearing (Resolution for Public Hearing to create The Columns PID)

EXHIBIT B

CITY OF CELINA, TEXAS
NOTICE OF PUBLIC HEARING REGARDING THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT

Pursuant to Section 372.009(c) and (d) of the Texas Local Government Code, as amended (the "Act"), notice is hereby given that the City Council of the City of Celina, Texas ("City"), will hold a public hearing to accept public comments and discuss the petition (the "Petition"), filed by **CADG Celina Outer Loop, LLC, a Texas limited liability company** (the "Petitioner"), requesting that the City create The Columns Public Improvement District (the "District") to include property owned by the Petitioner.

Time and Place of the Hearing. The public hearing will start at 5:00 p.m. November 14, 2017 at Celina Council Chambers, 112 N Colorado St, Celina, TX 75009.

General Nature of the Proposed Authorized Improvements. The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the district; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (vii) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (vii) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in establishment, administration and operation of the District is not to exceed \$14,000,000.

Proposed District Boundaries. The District is proposed to include approximately 48.784 acres of land generally located *East of Dallas Parkway and South of County Road 51*, located within the City and as more particularly described by a metes and bounds description available at Celina City Hall and available for public inspection.

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. All assessments may be paid in full at any time (including interest and principal), and certain assessments may be paid in annual installments (including interest and principal). 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 assessment, and must continue for a period necessary to retire the indebtedness of those Authorized Improvements (including interest).

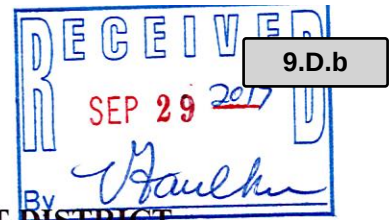
Proposed Apportionment of Cost between the District and the City. The City will not be obligated to provide any funds to finance the Authorized Improvements, except for assessments levied on real property within the

Resolution _____
Page 5 of 6

Attachment: The Columns PID - Resolution Setting Hearing (Resolution for Public Hearing to create The Columns PID)

District and possible tax reinvestment zone revenue, if created. No municipal property in the District shall be assessed. All of the costs of the Authorized Improvements will be paid from assessments and from other sources of funds, if any, available to the Petitioner.

During the public hearing, any interested person may speak for or against the establishment of the District and the advisability of the improvements to be made for the benefit of the property within the District.



**PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT
WITHIN THE CITY OF CELINA, TEXAS FOR THE COLUMNS PUBLIC
IMPROVEMENT DISTRICT**

This petition ("Petition") is submitted and filed with the City Secretary of the City of Celina, Texas ("City"), by CADG Celina Outer Loop, LLC, a Texas limited liability company, owner of a majority of the real property (the "Petitioner") located within the proposed boundaries of the District, as hereinafter defined. Acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), the Petitioner requests that the City create a public improvement district (the "District"), to include property located within the city limits of the City (the "Property"), more particularly described by a metes and bounds description in **Exhibit A** and depicted in **Exhibit B**. In support of this Petition, the Petitioner would present the following:

Section 1. General Nature of the Authorized Improvements. The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the District; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (vii) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (vii) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

Section 2. Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire, and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment, administration, and operation of the District is \$14,000,000.00. The City will pay none of the costs of the proposed improvements from funds other than such assessments. The remaining costs of the proposed improvements will be paid from sources other than the City or assessments of property owners.

Section 3. Boundaries of the Proposed District. The District is proposed to include the Property.

Section 4. 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. All assessments may be paid in full at any time (including interest and principal), and certain assessments may be paid in annual installments (including interest and principal). 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 assessment, and must continue for a period necessary to retire the indebtedness of those Authorized Improvements (including interest).

Section 5. Proposed Apportionment of Costs between the District and the City. The City will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the District, and possible tax increment reinvestment zone revenue. No municipal property in the public improvement district shall be assessed. The Petitioner may also pay certain costs of the improvements from other funds available to the Petitioner.

Section 6. Management of the District. The Petitioner proposes that the District 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.

Section 7. The Petitioner Requests Establishment of the District. The person signing this Petition requests the establishment of the District, is duly authorized, and has the corporate authority to execute and deliver the Petition.

Section 8. Advisory Board. The Petitioner proposes that the District be established and managed without the creation of an advisory board. If an advisory board is created, the Petitioner requests that a representative of the Petitioner be appointed to the advisory board.

Section 9. Landowner(s). This Petition has been signed by (1) the owners of 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 owners 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.

This Petition is hereby filed with the City Secretary of the City, or other officer performing the functions of the municipal secretary, in support of the creation of the District by the City Council of the City as herein provided. The undersigned request that the City Council of the City call a public hearing on the advisability of the Authorized Improvements, give notice thereof as provided by law and grant all matters requested in this Petition and grant such other relief, in law or in equity, to which Petitioner may show itself to be entitled.

EXHIBIT A**Metes and Bounds****48.784 ACRES**

BEING a tract of land situated in the John Ragsdale Survey, Abstract No.734, City of Celina, Collin County, Texas and being a portion of those tracts of land conveyed to Lucas Celina 209, LTD, according to the documents recorded in Document Number 20070109000040530 and Document Number 20071114001544500, Deed Records Collin County, Texas, said tract of land being more particularly described as follows:

BEGINNING at a point in the east line of said Lucas Celina 209 tract recorded in Document Number 20071114001544500, same being common with the west line of that tract of land conveyed to LFC Land Company, LLC, according to the document filed of record in Document Number 20120423000464780, Deed Records Collin County, Texas, said point being the northeast corner of this tract, from which the most easterly northeast corner of said Lucas Celina 209 tract, same being the northwest corner of said LFC Land Company tract bears, North 4°54'11" East, 387.12 feet and North 3°21'11" East, 52.02 feet;

THENCE South 4°54'11" West, with said common line, a distance of 1543.09 feet to a point for the southeast corner of this tract;

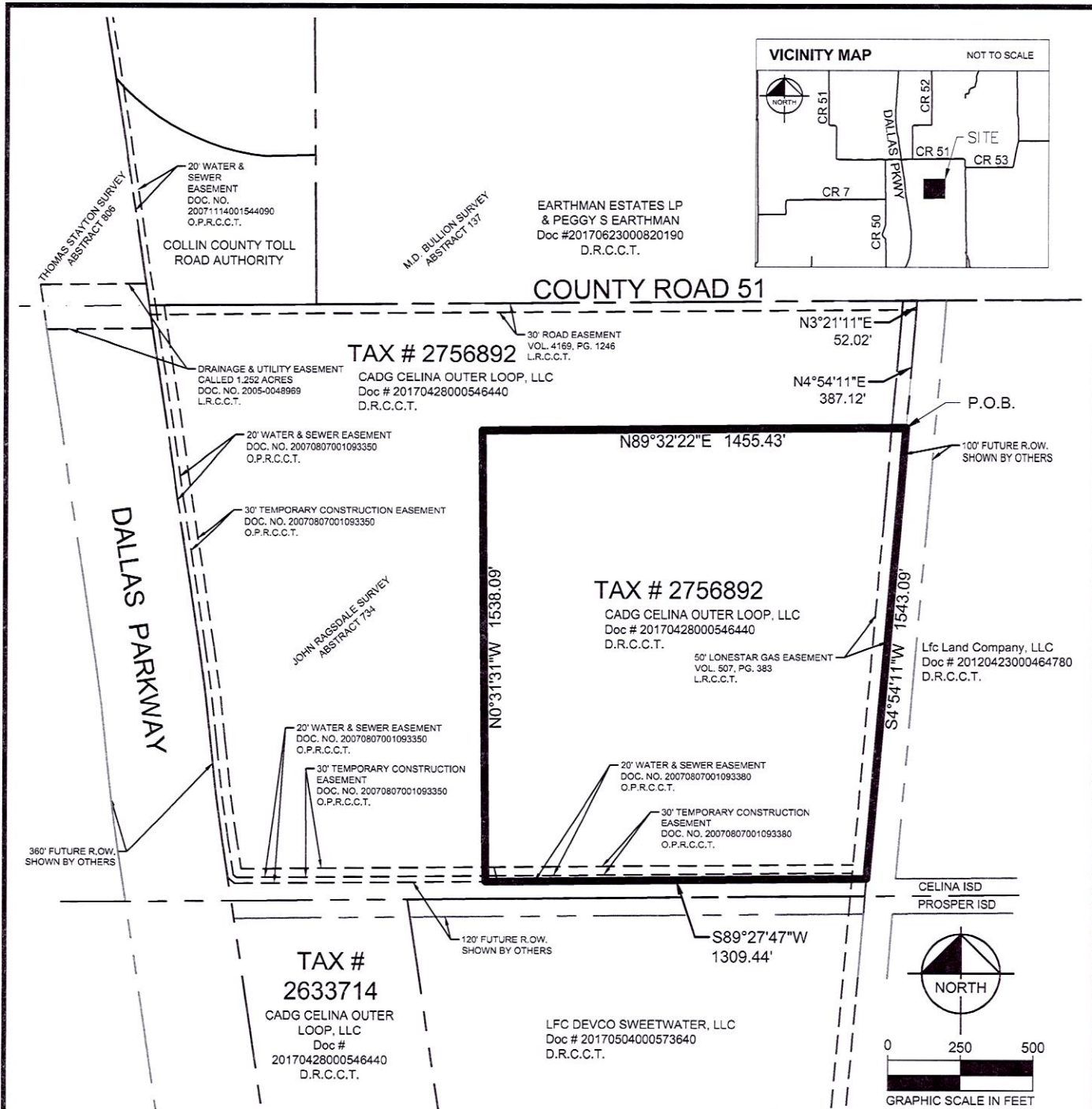
THENCE South 89°27'47" West, leaving said common line, a distance of 1309.44 feet to a point for the southwest corner of this tract;

THENCE North 0°31'31" West, over and across both Lucas Celina 209 tracts, a distance of 1538.09 feet to a point for the northwest corner of this tract;

THENCE North 89°32'22" East, over and across the above mentioned Lucas Celina 209 tract recorded in Document Number 20070109000040530, a distance of 1455.43 feet to the POINT OF BEGINNING and containing 48.784 acres or 2,125,033 square feet of land, more or less.

EXHIBIT B
Property Depiction

Attachment: Columns PID Petition - Filed 9-29-17 (Resolution for Public Hearing to create The Columns PID)



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.

**THE COLUMNS PUBLIC
IMPROVEMENT DISTRICT
COLLIN CAD TAX PARCEL EXHIBIT**

**JOHN RAGSDALE SURVEY,
ABSTRACT NO. 734
CITY OF CELINA
COLLIN COUNTY, TEXAS**

Kimley»Horn

5750 Genesis Court, Suite 200
Frisco, Texas 75034

FIRM # 10193822

Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale

1" = 500'

Drawn by

SEP

Checked by

KHA

Date

Sept. 28, 2017

Project No.

064040007

Sheet No.

2 OF 2

RESPECTFULLY SUBMITTED, on this the 29th day of Sept, 2017.

OWNER

CADG Celina Outer Loop, LLC,
a Texas limited liability company

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

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

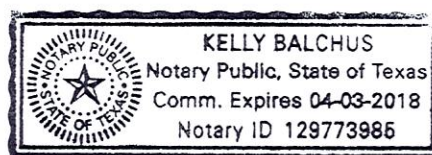
By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By:
Name: Mehrdad Moayed
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 29th day of September, 2017 by Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of CADG Holdings, LLC, as Sole Member of CADG Celina Outer Loop, LLC, a Texas limited liability company on behalf of said company.

Notary Public, State of Texas



Attachment: Columns PID Petition - Filed 9-29-17 (Resolution for Public Hearing to create The Columns PID)

THE COLUMNS PUBLIC IMPROVEMENT DISTRICT

LEGAL DESCRIPTION

48.784 ACRES

BEING a tract of land situated in the John Ragsdale Survey, Abstract No.734, City of Celina, Collin County, Texas and being a portion of those tracts of land conveyed to Lucas Celina 209, LTD, according to the documents recorded in Document Number 20070109000040530 and Document Number 20071114001544500, Deed Records Collin County, Texas, said tract of land being more particularly described as follows:

BEGINNING at a point in the east line of said Lucas Celina 209 tract recorded in Document Number 20071114001544500, same being common with the west line of that tract of land conveyed to LFC Land Company, LLC, according to the document filed of record in Document Number 20120423000464780, Deed Records Collin County, Texas, said point being the northeast corner of this tract, from which the most easterly northeast corner of said Lucas Celina 209 tract, same being the northwest corner of said LFC Land Company tract bears, North 4°54'11" East, 387.12 feet and North 3°21'11" East, 52.02 feet;

THENCE South 4°54'11" West, with said common line, a distance of 1543.09 feet to a point for the southeast corner of this tract;

THENCE South 89°27'47" West, leaving said common line, a distance of 1309.44 feet to a point for the southwest corner of this tract;

THENCE North 0°31'31" West, over and across both Lucas Celina 209 tracts, a distance of 1538.09 feet to a point for the northwest corner of this tract;

THENCE North 89°32'22" East, over and across the above mentioned Lucas Celina 209 tract recorded in Document Number 20070109000040530, a distance of 1455.43 feet to the **POINT OF BEGINNING** and containing 48.784 acres or 2,125,033 square feet of land, more or less.



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jason Laumer, City Manager
CC: Jason Laumer, City Manager
Date: October 10, 2017
Re:

Action Requested:

Consider and act upon a resolution setting a public hearing on November 14, 2017 at 5:00 p.m. under section 311.003 of the Texas Tax Code for the creation of a Tax Increment Reinvestment Zone within the City of Celina, Texas for Chalk Hill, Being a ±97 acre tract of land generally located north of County Road 105, east of Preston Road, south of County Road 102. (Chalk Hill) (DeBuff)

Background Information:

The proposed resolution is to set a public hearing for the proposed Tax Increment Reinvestment Zone for Chalk Hill.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City's Land Use Attorney has drafted the proposed resolution.

Supporting Documents:

- Proposed Resolution

Staff Recommendation:

Staff recommends approval

CITY OF CELINA, TEXAS

RESOLUTION NO. _____

A RESOLUTION SETTING A PUBLIC HEARING UNDER SECTION 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.

WHEREAS, the City of Celina, Texas (the “City”), is authorized under Chapter 311 of the Texas Tax Code, as amended (the “Act”), to create a tax increment reinvestment zone within its city limits;

WHEREAS, the City Council of the City (the “City Council”) wishes to hold a public hearing in accordance with Section 311.003 of the Act regarding the establishment of a tax increment reinvestment zone in the City (the “Zone”) with the boundaries being described in the metes and bounds attached as **Exhibit A**; and

WHEREAS, in order to hold a public hearing for the creation of the Zone, notice must be given in a newspaper of general circulation in the City no later than the 7th day before the date of the hearing in accordance with Section 311.003 of the Act; and

WHEREAS, the City Council has determined to hold a public hearing on November 14, 2017 on the creation of the Zone.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL:

Section 1. That a public hearing is hereby called for November 14, 2017, at 5:00 p.m. at City Council Chambers, 112 N. Colorado Street, Celina, Texas 75009, for the purpose of hearing any interested person speak for or against the inclusion of property in the proposed Zone, the creation of the Zone, its boundaries, or the concept of tax increment financing with respect to the creation of the Zone.

Section 2. At such time and place the City Council will hear testimony regarding the creation of the Zone and will provide a reasonable opportunity for the owner of any property within the proposed Zone to protest the inclusion of their property within the Zone. Upon closing the public hearing, the City Council may consider the adoption of an ordinance authorizing the creation of the Zone.

Section 3. Attached hereto as **Exhibit B** is a form of the Notice of Public Hearing, the form and substance of which is hereby adopted and approved.

Section 4. The City Secretary is hereby authorized and directed to cause said notice to be published in substantially the form attached hereto in a newspaper of general circulation in the City on or before November 7, 2017.

Section 5. Before the November 14, 2017 hearing concerning the Zone, the City shall prepare a preliminary reinvestment zone financing plan.

Section 6. This resolution shall be in full force and effect from and after its passage and it is accordingly so resolved.

PASSED AND APPROVED ON THIS 10TH DAY OF OCTOBER, 2017.

ATTEST:

Chad Anderson, Mayor Pro Tem

Vicki Faulkner, City Secretary

Attachment: TIRZ Creation Hearing Resolution Chalk Hill (Resolution for Public Hearing to create Chalk Hill TIRZ)

EXHIBIT A

Metes and Bounds for the Zone

Attachment: TIRZ Creation Hearing Resolution Chalk Hill (Resolution for Public Hearing to create Chalk Hill TIRZ)

LEGAL DESCRIPTION

96.777 ACRE TRACT

G. Eastes Survey, Abstract No. 299
 W. Shawver Survey, Abstract No. 810
 W. Tucker Survey, Abstract No. 912
 W. Rattan Survey, Abstract No. 753
City of Celina, Collin County, Texas

PROPERTY DESCRIPTION:

BEING a 96.777 acre tract of land situated in the George W. Eastes Survey, Abstract Number 299, the William W. Shawver Survey, Abstract Number 810, the William B. Tucker Survey, Abstract Number 912, and the Wade H. Rattan Survey, Abstract Number 753, City of Celina, Collin County, Texas, and being a part of that certain tract of land described by deed to CADG CELINA 156, LLC, recorded under Document Number 20141015001128280, Official Public Records of Collin County, Texas, being a part of that certain tract of land described by deed to Sutton Field Investments, LLC, recorded under Document Number 20150305000240910, Official Public Records of Collin County, Texas, being a part of that certain tract of land described by deed to Equity Trust Company, Custodian F/B/O Sherese Glendenning IRA, recorded under Document Number 20150305000240770 of the Official Public Records of Collin County, Texas, being a part of that certain tract of land described by deed to Old Celina, LTD., recorded under Document Number 20150305000240780 of the Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found for the most northwest corner of a tract of land described to A.P. Sommerhalder, LLC, by deed recorded in document number 20150625000764600, Deed Records, Collin County, Texas, and the southwest corner of that certain tract of land described by deed to Preston 51 CR 102, LP, recorded under Document Number 20071120001569950 of the Official Public Records of Collin County, Texas, and being in the east line of State Highway No. 289, also known as Preston Road, having a variable width right-of-way, and being within County Road 102;

THENCE South 89 degrees 43 minutes 35 seconds East, within said County Road 102 and with the north line of said A. P. Sommerhalder tract and the south line of said Preston 51 CR 102 tract, a distance of 737.08 feet to a 1/2 inch iron rod with a yellow cap stamped "ARTHUR SURVEYING COMPANY" (ASC) set for corner, being the POINT OF BEGINNING;

THENCE South 89 degrees 43 minutes 35 seconds East, continuing within said County Road 102, a distance of 1803.23 feet to a 1/2 inch iron rod found for the southeast corner of said Preston 51 CR 102, LP tract, same being an inner ell corner of said CADG Celina 156, LLC tract;

THENCE North 00 degrees 26 minutes 05 seconds West, with the east line of said Preston 51 CR 102, LP tract and the northernmost west line of said CADG Celina 156, LLC tract, a distance of 640.81 feet to a 1/2 inch iron rod found for the southwest corner of that same tract of land described to Mohammad Ali Dalaki, by deed recorded in Document Number 20141119001266880, Official Public Records, Collin County, Texas, same being the northernmost northwest corner of said CADG Celina 156, LLC tract;

THENCE North 89 degrees 49 minutes 17 Seconds East, with the south line of said Dalaki tract and the north line of said CADG Celina 156, LLC tract, a distance of 1391.00 feet to a point for the southeast corner of said Dalaki tract and the northeast corner of said CADG Celina 156, LLC tract, said point lying on the west line of that same tract of land described to Nanda Estates, LLC, by deed recorded in Document Number 201407090000706790, Official Public Records, Collin County, Texas, from which a 1/2 inch iron rod found for reference bears South 74 degrees 10 minutes 03 seconds West, a distance of 1.21 feet;

THENCE South 00 degrees 30 minutes 42 seconds East, with the west line of said Nada Estates, LLC tract and the easternmost line of said CADG Celina 156, LLC tract, a distance of 1391.70 feet to a 5/8 inch iron rod found for the easternmost southeast corner thereof, same being the southwest corner of said Nada Estates, LLC tract, and lying on the north line of that same tract of land described to Four Winds Enterprises, Ltd., by deed recorded in Volume 5476, Page 8080, Official Public Records, Collin County, Texas;

THENCE South 88 degrees 45 minutes 36 seconds West, with the north line of said Four Winds Enterprises, Ltd. tract, and the easternmost south line of said CADG Celina 156, LLC tract, a distance of 551.59 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner;

PROPERTY DESCRIPTION (continued):

THENCE South 89 degrees 08 minutes 14 seconds West, continuing with the north line of said Four Winds Enterprises, Ltd. tract, and the easternmost south line of said CADG Celina 156, LLC tract, a distance of 1442.68 feet to a 1/2 inch iron rod found for the northwest corner of said Four Winds Enterprises, Ltd. tract and an inner ell corner of said CADG Celina 156, LLC tract;

THENCE South 00 degrees 08 minutes 33 seconds West, with the west line of said Four Winds Enterprises, Ltd. tract, and the southernmost east line of said CADG Celina 156, LLC tract, a distance of 45.11 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner in the west line of said Four Winds Enterprises, Ltd., and at the beginning of a curve to the left having a radius of 708.00 feet, with a delta angle of 36 degrees 15 minutes 41 seconds, whose chord bears South 72 degrees 00 minutes 02 seconds West, a distance of 440.64 feet;

THENCE within said CADG Celina 156 tract and with said curve, an arc length of 448.08 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner;

THENCE South 53 degrees 52 minutes 12 seconds West, continuing within said CADG Celina 156 tract and within said Sutton Field Investments tract, a distance of 1279.50 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner, being at the beginning of a curve to the right having a radius of 795.00 feet, with a delta angle of 35 degrees 55 minutes 01 second, whose chord bears South 71 degrees 49 minutes 42 seconds West, a distance of 490.24 feet;

THENCE continuing within said Sutton Field Investments tract and within said Equity Trust Company tract, and with said curve, an arc length of 498.36 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner;

THENCE South 89 degrees 47 minutes 13 seconds West, continuing within said Equity Trust tract, a distance of 132.49 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner;

THENCE South 44 degrees 58 minutes 27 seconds West, continuing within said Equity Trust tract, a distance of 35.47 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner in the east line of said Preston Road;

THENCE North 00 degrees 09 minutes 41 seconds East, with the east line of said Preston Road, a distance of 75.08 feet to a Texas Department of Transportation Monument (TxDot Mon.) found for corner;

THENCE North 00 degrees 51 minutes 58 seconds West, continuing with the east line of said Preston Road, a distance of 64.93 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner;

THENCE South 45 degrees 32 minutes 22 seconds East, within said Old Celina tract, a distance of 35.56 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner;

THENCE North 89 degrees 47 minutes 13 seconds East, continuing within said Old Celina tract, a distance of 132.61 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner, being at the beginning of a curve to the left having a radius of 705.00 feet, with a delta angle of 35 degrees 55 minutes 01 second, whose chord bears North 71 degrees 49 minutes 42 seconds East, a distance of 434.74 feet;

THENCE continuing within said Old Celina tract and with said curve, an arc length of 441.94 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner;

THENCE North 53 degrees 52 minutes 12 seconds East, continuing within said Old Celina tract and within said CADG Celina 156 tract, a distance of 340.14 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner;

THENCE North 01 degrees 31 minutes 38 seconds West, continuing within said CADG Celina 156 tract, a distance of 294.31 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner;

THENCE North 87 degrees 49 minutes 58 seconds West, continuing within said CADG Celina 156 tract, a distance of 793.07 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner in the east line of said Preston Road, lying in a curve to the left having a radius of 11546.01 feet, with a delta angle of 02 degrees 10 minutes 12 seconds, whose chord bears North 05 degrees 22 minutes 06 seconds East, a distance of 437.28 feet;

PROPERTY DESCRIPTION (continued):

THENCE continuing with the east line of said Preston Road and with said curve, an arc length of 437.31 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for the westernmost northwest corner of said CADG Celina 156 tract and the southwest corner of said A.P. Sommerhalder, LLC tract;

THENCE South 85 degrees 39 minutes 30 seconds East, with the westernmost north line of said CADG Celina 156 tract and the south line of said A.P. Sommerhalder, LLC. tract, a distance of 763.61 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for the southeast corner of said A.P.Sommerhalder, LLC. tract and an interior corner of said CADG Celina 156 tract;

THENCE North 01 degrees 37 minutes 07 seconds West, with the northernmost west line of said CADG Celina 156 tract and the east line of said A.P. Sommerhalder, LLC. tract, a distance of 749.79 feet to the POINT OF BEGINNING, and containing 96.777 acres of land, more or less, and being subject to any and all easements that may affect.



RPLS No. 6443

Page 3 of 3

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Attachment: TIRZ Creation Hearing Resolution Chalk Hill (Resolution for Public Hearing to create Chalk Hill TIRZ)

EXHIBIT B

City of Celina City Council
Notice of Public Hearing
On Creation of Reinvestment Zone

THE CELINA CITY COUNCIL WILL HOLD A PUBLIC HEARING ON TUESDAY NOVEMBER 14, 2017 AT 5:00 P.M. IN THE CELINA COUNCIL CHAMBERS LOCATED AT 112 N. COLORADO ST, CELINA, TEXAS 75009, ON THE CREATION OF A REINVESTMENT ZONE AND ITS BENEFITS TO THE CITY OF CELINA AND TO PROVIDE A REASONABLE OPPORTUNITY FOR ANY OWNER OF PROPERTY WITHIN THE PROPOSED REINVESTMENT ZONE TO PROTEST THE INCLUSION OF THEIR PROPERTY WITHIN THE PROPOSED REINVESTMENT ZONE, WHICH PROPOSED ZONE CONSISTS OF APPROXIMATELY 97 ACRES GENERALLY LOCATED NORTH OF COUNTY ROAD 105, EAST OF PRESTON ROAD, SOUTH OF COUNTY ROAD 102, AS MORE PARTICULARLY DESCRIBED BY A METES AND BOUNDS DESCRIPTION AVAILABLE AT CELINA CITY HALL AND AVAILABLE FOR PUBLIC INSPECTION. AT THE PUBLIC HEARING, ANY INTERESTED PERSON MAY SPEAK FOR OR AGAINST THE INCLUSION OF PROPERTY WITHIN THE ZONE, THE CREATION OF THE REINVESTMENT ZONE, ITS BOUNDARIES, OR THE CONCEPT OF TAX INCREMENT FINANCING. FOLLOWING THE PUBLIC HEARING, CELINA CITY COUNCIL WILL CONSIDER ADOPTION OF AN ORDINANCE CREATING THE REINVESTMENT ZONE.

Attachment: TIRZ Creation Hearing Resolution Chalk Hill (Resolution for Public Hearing to create Chalk Hill TIRZ)



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jason Laumer, City Manager
CC: Jason Laumer, City Manager
Date: October 10, 2017
Re:

Action Requested:

Consider and act upon an ordinance approving the Ownsby Farms Tax Increment Reinvestment Zone Number Seven, City of Celina, Texas Final Project and Finance Plan. (Ownsby Farms) (DeBuff)

Background Information:

The proposed ordinance approves the list of projects for the development and the associated finance plan.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

The City's Financial Advisor has approved the proposed ordinance.

Legal Review:

The City's Land Use Attorney has approved the proposed ordinance.

Supporting Documents:

- Proposed Ordinance
- TIRZ #7 Board resolution approving FPDF
- Ordinance No. 2016-64 establishing TIRZ #7
- Final Project and Finance Plan (FPDF)

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING THE FINAL REINVESTMENT ZONE PROJECT PLAN AND FINANCING PLAN FOR REINVESTMENT ZONE NUMBER SEVEN, CITY OF CELINA, TEXAS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (hereinafter referred to as the “City”), pursuant to Chapter 311 of the Texas Tax Code, as amended (hereinafter referred to as the “Act”), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, pursuant to and as required by Section 311.003(b) of the Act, the governing body of the City (hereinafter referred to as the “City Council”) prepared a *Preliminary Reinvestment Zone Project Plan and Financing Plan for Reinvestment Zone Number Seven, City of Celina, Texas*, dated August 31, 2016, approved by Ordinance No. 2016-64 adopted September 13, 2016, for a proposed tax increment reinvestment zone containing the real property located 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 September 2, 2016, which date is not later than the seventh (7th) day before the public hearing held on September 13, 2016; and

WHEREAS, at the public hearing on September 13, 2016, interested persons were allowed to speak for or against the creation of the zone, the boundaries of the zone, and the concept of tax increment financing, and owners of property in the proposed zone were given a reasonable opportunity to protest the inclusion of their property in the zone; and

WHEREAS, after the public hearing on September 13, 2016, the City Council approved Ordinance No. 2016-64, establishing Reinvestment Zone Number Seven, City of Celina (herein after referred to as the “Zone”); and

WHEREAS, in compliance with the Act, the Board of Directors for the Zone has prepared, adopted, and recommends the City Council approve the Final Reinvestment Zone Project Plan and Financing Plan, a copy of which is attached hereto as **Exhibit A** (hereinafter referred to as the “Final Project and Financing Plan”); and

WHEREAS, pursuant to Section 311.011(b) of the Act, the recommended final reinvestment zone project plan includes, (1) a description and map showing existing uses and conditions of real property in the zone and proposed uses of that property, (2) any proposed changes of zoning ordinances, the master plan of the municipality, building codes, other municipal ordinances, and subdivision rules and regulations, if any, of the county, (3) a list of estimated

nonproject costs, and (4) a statement of a method of relocating persons to be displaced, if any, as a result of implementing the plan; and

WHEREAS, pursuant to Section 311.011(c) of the Act, the recommended final financing plan includes (1) a detailed list describing the estimated project costs of the zone, including administrative expenses, (2) a statement listing the proposed kind, number, and location of all public works or public improvements to be financed by the zone, (3) a finding that the plan is economically feasible and an economic study, (4) the estimated amount of bond indebtedness to be incurred, (5) the estimated time when related costs or monetary obligations are to be incurred, (6) a description of the methods of financing all estimated project costs and the expected sources of revenue to finance or pay project costs, including the percentage of tax increment to be derived from the property taxes of each taxing unit anticipated to contribute tax increment to the zone that levies taxes on real property in the zone, (7) the current total appraised value of taxable real property in the zone, (8) the estimated captured appraised valued of the zone during each year of its existence, and (9) the duration of the zone; and

WHEREAS, the City Council hereby finds and determines that the adoption of this Ordinance, approving the Final Project and Financing Plan, a copy of which is attached hereto as **Exhibit A**, is in the best interests of the citizens of the City.

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

SECTION 1. FINDINGS. Each and every one of the recitals, findings, and determinations contained in the preamble to this Ordinance is incorporated into the body of this Ordinance as if fully set forth herein and are hereby found and declared to be true and correct legislative findings and are adopted as part of this Ordinance for all purposes.

SECTION 2. SUFFICIENCY. The Final Project and Financing Plan conforms with and satisfies all requirements set forth in Sections 311.011 of the Act. Specifically, the final reinvestment zone project plan includes, but is not limited to, (1) a description and map showing existing uses and conditions of real property in the zone and proposed uses of that property, (2) any proposed changes of zoning ordinances, the master plan of the municipality, building codes, other municipal ordinances, and subdivision rules and regulations, if any, of the county, (3) a list of estimated nonproject costs, and (4) a statement of a method of relocating persons to be displaced, if any, as a result of implementing the plan. The final financing plan includes, but is not limited to, (1) a detailed list describing the estimated project costs of the zone, including administrative expenses, (2) a statement listing the proposed kind, number, and location of all public works or public improvements to be financed by the zone, (3) a finding that the plan is economically feasible and an economic study, (4) the estimated amount of bond indebtedness to be incurred, (5) the estimated time when related costs or monetary obligations are to be incurred, (6) a description of the methods of financing all estimated project costs and the expected sources of revenue to finance or pay project costs, including the percentage of tax increment to be derived from the property taxes of each taxing unit anticipated to contribute tax increment to the zone that levies taxes on real property in the zone, (7) the current total appraised value of taxable real property in the zone, (8) the

estimated captured appraised valued of the zone during each year of its existence, and (9) the duration of the zone.

SECTION 3. FEASIBILITY. The City Council, pursuant to Section 311,011 of the Act, finds that the Final Project and Financing Plan is feasible.

SECTION 4. APPROVING FINAL PROJECT AND FINANCING PLAN. The Board of Directors for the Zone have prepared and adopted this Final Project and Financing Plan, and have submitted it to this City Council for approval. The City Council hereby approves the Final Project and Financing Plan, a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes.

SECTION 5. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or the application thereto to any persons or circumstances, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THIS THE 10TH DAY OF OCTOBER, 2017.

Chad Anderson, Mayor Pro-Tem

ATTEST:

Vicki Faulkner, City Secretary

APPROVED AS TO FORM:

Julie Fort, City Attorney for the City

Exhibit A
Final Reinvestment Zone Plan and Financing Plan

Attachment: Ord Approving Final Project and Financing Plan_TIRZ No. 7 (Ordinance of CC approving TIRZ #7 (Ownsby Farms) Project &

Ordinance Approving Plan for TIRZ No. 7 (Ownsby)

CITY OF CELINA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS FOR REINVESTMENT ZONE NUMBER SEVEN, CITY OF CELINA, TEXAS APPROVING AND RECOMMENDING THE FINAL REINVESTMENT ZONE PROJECT PLAN AND FINANCING PLAN TO THE CITY COUNCIL.

WHEREAS, the City of Celina, Texas (hereinafter referred to as the “City”), pursuant to Chapter 311 of the Texas Tax Code, as amended (hereinafter referred to as the “Act”), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, at the public hearing on September 13, 2016, interested persons were allowed to speak for or against the creation of the zone, the boundaries of the zone, and the concept of tax increment financing, and owners of property in the proposed zone were given a reasonable opportunity to protest the inclusion of their property in the zone; and

WHEREAS, after the public hearing on September 13, 2016, the City Council approved Ordinance No. 2016-64, establishing Reinvestment Zone Number Seven, City of Celina, Texas (the “Zone”); and

WHEREAS, on October 10, 2017, the Board of Directors for Reinvestment Zone Number Seven, City of Celina, Texas (the “Board”), met to consider and recommend to the City Council of the City the *Final Reinvestment Zone Project Plan and Financing Plan for the Zone*, a copy of which is attached hereto as **Exhibit A** (herein after referred to as the “Final Project and Finance Plan”), should be adopted by City Council ordinance as the reinvestment zone project plan and financing plan for the Zone in accordance with Section 311.011 of the Act; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS FOR REINVESTMENT ZONE NUMBER SIXSEVEN, CITY OF CELINA, THAT:

SECTION 1. FINDINGS. Each and every one of the recitals, findings, and determinations contained in the preamble to this Resolution is incorporated into the body of this Resolution as if fully set forth herein and are hereby found and declared to be true and correct legislative findings and are adopted as part of this Resolution for all purposes.

SECTION 2. SUFFICIENCY. The Final Project and Financing Plan has been prepared by the Board and conforms with and satisfies all requirements set forth in Sections 311.011 of the Act. Specifically, the final reinvestment zone project plan includes, but is not limited to, (1) a description and map showing existing uses and conditions of real property in the zone and proposed uses of that property, (2) any proposed changes of zoning ordinances, the master plan of the municipality, building codes, other municipal ordinances, and subdivision rules and regulations, if any, of the county, (3) a list of estimated nonproject costs, and (4) a statement of a method of relocating

persons to be displaced, if any, as a result of implementing the plan. The final financing plan includes, but is not limited to, (1) a detailed list describing the estimated project costs of the zone, including administrative expenses, (2) a statement listing the proposed kind, number, and location of all public works or public improvements to be financed by the zone, (3) a finding that the plan is economically feasible and an economic study, (4) the estimated amount of bond indebtedness to be incurred, (5) the estimated time when related costs or monetary obligations are to be incurred, (6) a description of the methods of financing all estimated project costs and the expected sources of revenue to finance or pay project costs, including the percentage of tax increment to be derived from the property taxes of each taxing unit anticipated to contribute tax increment to the zone that levies taxes on real property in the zone, (7) the current total appraised value of taxable real property in the zone, (8) the estimated captured appraised value of the zone during each year of its existence, and (9) the duration of the zone.

SECTION 3. FEASIBILITY. The Board finds that the Final Project and Finance Plan is feasible.

SECTION 4. RECOMMENDING FINAL PROJECT AND FINANCING PLAN. The Board hereby recommends to the City Council the Final Project and Financing Plan, a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes. The Board has prepared and adopted this Final Project and Financing Plan, and hereby recommend to the City Council that they approve the Final Project and Financing Plan as the reinvestment zone project plan and financing plan for the Zone.

SECTION 5. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Resolution, or the application thereto to any persons or circumstances, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the Board hereby declares it would have passed such remaining portions of this Resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED BY THE BOARD OF DIRECTORS FOR REINVESTMENT ZONE NUMBER SEVEN, CITY OF CELINA, THIS THE 10TH DAY OF OCTOBER, 2017.

Board Chair Person

ATTEST:

Vicki Faulkner, City Secretary

APPROVED AS TO FORM:

Julie Fort, Attorney for City of Celina, Texas

Exhibit A
Final Reinvestment Zone Project Plan and Financing Plan

Attachment: Board Resolution Adopting Final Project and Finance Plan_TIRZ No. 7 (Ordinance of CC approving TIRZ #7 (Ownsby Farms)

CITY OF CELINA, TEXAS

ORDINANCE NO. 2016-64

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, DESIGNATING A CONTIGUOUS GEOGRAPHIC AREA WITHIN THE CITY AS A REINVESTMENT ZONE PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, TO BE KNOWN AS REINVESTMENT ZONE NUMBER SEVEN, CITY OF CELINA (OWNSBY FARMS); 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 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 geographic area that is in the City limits of the municipality to be a reinvestment zone if the governing body determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future; and

WHEREAS, the 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 the general locator map attached hereto as *Exhibit B* (the “Zone”); and

WHEREAS, pursuant to and as required by the Act, the City has prepared a *Reinvestment Zone Number Seven, City of Celina, Preliminary Project and Financing Plan*, dated August 31, 2016, 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 September 2, 2016, which date is before the seventh (7th) day before the public hearing held on September 13, 2016; and

WHEREAS, at the public hearing on September 13, 2016, interested persons were allowed to speak for or against the creation of the Zone, the boundaries of the Zone, and the concept of tax increment financing, and owners of property in the proposed Zone were given a reasonable opportunity to protest the inclusion of their property in the Zone; and

WHEREAS, evidence was received and presented at the public hearing on September 13,

2016 in favor of the creation of 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 September 13, 2016; 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:

- 1. It is a geographic area located wholly within the City limits; 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 30 percent or less of the property in the proposed reinvestment zone, excluding property dedicated to public use, is currently used for residential purposes; and
- (e) That the total appraised value of all taxable real property in the proposed reinvestment zone according to the most recent appraisal rolls of the City, together with the total appraised value of taxable real property in all other existing reinvestment zones within the City, according to the most recent appraisal rolls of the City, does not exceed 50 percent of the current total appraised value of taxable real property in the City and in the industrial districts created by the City, if any; and
- (f) That the improvements in the proposed reinvestment zone will significantly enhance the value of all taxable real property in the proposed reinvestment zone and will be of general benefit to the City; and
- (g) That the development or redevelopment of the property in the proposed reinvestment zone will not occur solely through private investment in the reasonably foreseeable future.

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 Seven, 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 member 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.
- (c) The Board shall make recommendations to the City Council concerning the administration, management, and operation of the Zone. The Board shall prepare and adopt a final project plan and reinvestment zone financing plan for the Zone and submit such plans to the City Council for its approval. The Board shall consider amendments to the final project and reinvestments financing plans on its own initiative or upon submission by the City Council, but amendments recommended by the Board shall not take effect unless and until adopted by the City Council.

- (d) Directors shall not receive any salary or other compensation for their services as directors.
- (e) 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.
- (f) 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 the Mayor Pro-Tem to serve as chairman of the Board during the time the initial Board is serving. Each year the City Council shall appoint one member of the board to serve as chairperson for a term of one year that begins on January 1 of the following year. If City Council does not appoint a chairman during the year, 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-chair to preside in the absence of the chair or when there is a vacancy in the office of chairperson. 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, 2047; (ii) at an earlier time designated by subsequent ordinance; (iii) at such time, subsequent to the issuance of tax increment bonds, if any, that all project costs, tax increment bonds, notes and other obligations of the Zone, and the interest thereon, have been paid in full, in accordance with Section 311.017 of the Act; or (iv) at such time that the obligation, if any, to support any indebtedness of the Ownsby Farms Public Improvement District has been satisfied.

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 of all real property taxable by the City or other taxing unit participating in the Zone, and located in the Zone determined as of January 1, 2016, 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 **00.2232 cents per \$100 valuation** 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"). That 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.

That there is hereby created and established a “Tax Increment Fund” for the Zone which may be divided into such subaccounts as may be authorized by subsequent ordinance, into which all tax increments of the City, as such increments are described in the final project plan and reinvestment zone financing plan and may include administration costs, less any of the amounts not required to be paid into the Tax Increment Fund pursuant to the Act, are to be deposited. The Tax Increment Fund and any subaccounts are to be maintained in an account 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 such fund or subaccount from which money will be disbursed to pay project costs, plus interest, for the Zone.

SECTION 8. SEVERABILITY CLAUSE.

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

SECTION 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.

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 13th DAY OF SEPTEMBER, 2016.


Chad Anderson, Mayor Pro-Tem

ATTEST:


Vicki Faulkner, City Secretary



*Exhibit A**Metes and Bounds Description of the Zone*

(113.548 Acres)

BEING A CERTAIN TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY NO. 14, ABSTRACT NUMBER 167, COLLIN COUNTY, TEXAS AND BEING A PART OF THAT TRACT OF LAND (TRACTS 2 AND 3) DESCRIBED BY DEED TO OWNSBY 1880 FARMS, LTD., RECORDED IN VOLUME 4332, PAGE 1047 OF OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A 60D NAIL FOUND AT THE SOUTHWEST CORNER OF SAID TRACT 3, AND BEING THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED BY DEED TO KEERAN FAMILY PARTNERSHIP, LTD., RECORDED IN VOLUME 4957, PAGE 2455 OF SAID OFFICIAL PUBLIC RECORDS, AND BEING IN THE EAST LINE OF THAT TRACT OF LAND DESCRIBED BY DEED TO FORESTAR/RPG LAND COMPANY LLC, RECORDED IN INSTRUMENT NUMBER 20070221000239380 SAID OFFICIAL PUBLIC RECORDS;

THENCE N 00°28'06"W, 2685.49 FEET WITH WEST LINE OF SAID TRACT 2 AND 3 AND THE EAST LINE OF SAID FORESTAR/RPG TRACT, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON", SET, FROM WHICH A 1/2 INCH IRON ROD, FOUND AT AN ELL CORNER, BEARS N00°28'06"W, 1372.52 FEET;

THENCE S 89°59'53"E, 1578.03 FEET, DEPARTING SAID COMMON LINE, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON", SET;

THENCE S 00°32'58"E, AT 1550.00 FEET, A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON", SET AS WITNESS, IN ALL 1621.17 FEET TO THE CENTERLINE OF A TRIBUTARY OF DOE BRANCH;

THENCE GENERALLY ALONG SAID CENTERLINE THE FOLLOWING BEARINGS AND DISTANCES:

S 47°14'14"E, 632.14 FEET;

S 88°43'41"E, 330.75 FEET;

S 64°15'48"E, 259.39 FEET TO THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 289, ALSO KNOWN AS PRESTON ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY);

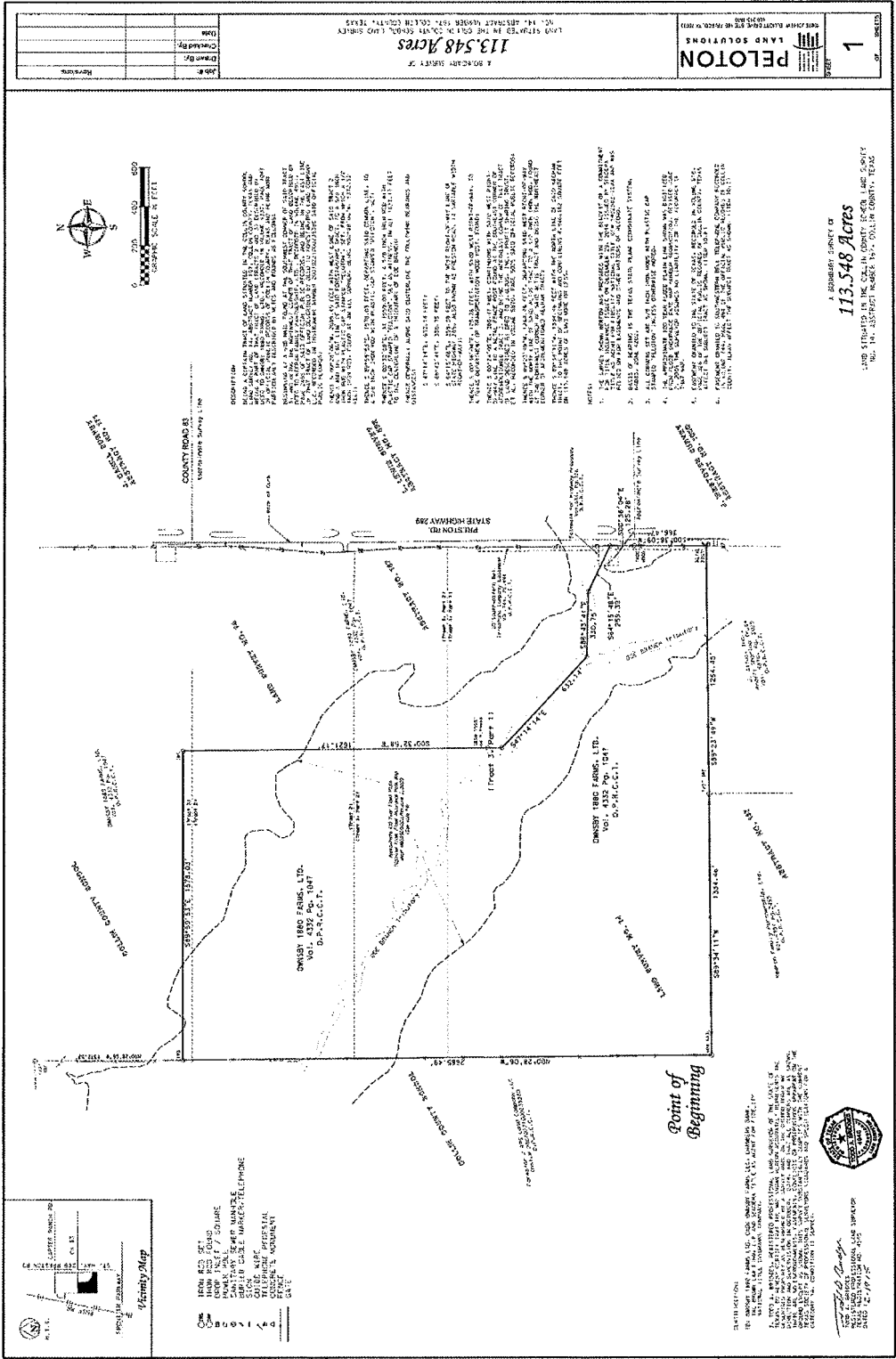
THENCE S 00°36'04"E, 125.28 FEET, WITH SAID WEST RIGHT-OF-WAY, TO A TEXAS DEPARTMENT OF TRANSPORTATION WOOD POST, FOUND;

THENCE S 00°24'05"E, 366.47 FEET, CONTINUING WITH SAID WEST RIGHT-OF-WAY LINE TO A METAL FENCE POST FOUND AT THE SOUTHEAST CORNER OF AFOREMENTIONED TRACT 3, AND BEING THE NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED BY DEED TO J.ALTUS, INC., PROFIT SHARING TRUST, ET AL, RECORDED IN VOLUME 5870, PAGE 5025 SAID OFFICIAL PUBLIC RECORDS;

THENCE S 89°23'49"W, 1264.45 FEET, DEPARTING SAID WEST RIGHT-OF-WAY WITH THE NORTH LINE OF SAID ALTUS TRACT TO A 1/2 INCH IRON ROD, FOUND AT THE NORTHWEST CORNER OF SAID ALTUS TRACT AND BEING THE NORTHEAST CORNER OF AFOREMENTIONED KEERAN TRACT;

THENCE S 89°34'11"W, 1334.46 FEET WITH THE NORTH LINE OF SAID KEERAN TRACT, TO THE POINT OF BEGINNING AND CONTAINING 4,946,162 SQUARE FEET OR 113.548 ACRES OF LAND MORE OR LESS.

Exhibit B



*Exhibit C**Preliminary Project Plan and Finance Plan*

*REINVESTMENT ZONE NUMBER SEVEN,
CITY OF CELINA
PRELIMINARY PROJECT AND FINANCING PLAN
(the "Preliminary Plan")*

August 31, 2016

City of Celina TIRZ Number Seven

City of Celina Tax Increment Reinvestment Zone #7



DRAFT

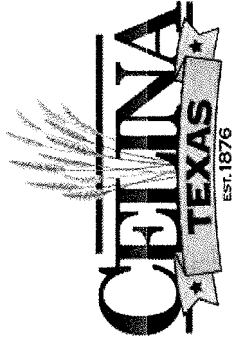
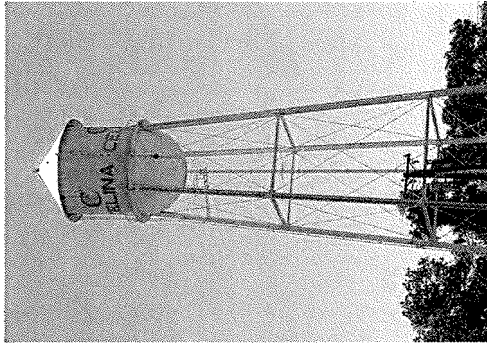
1	Introduction.....	1
2	Legal Boundary	2
3	Current Conditions	4
4	Project Plan	7
5	Anticipated Development	8
6	Financial Feasibility Analysis	9
7	Terms and Conditions	18
8	Exhibit A.....	19



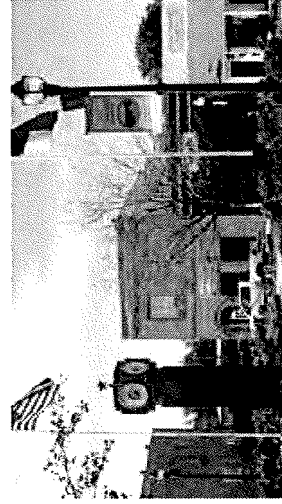
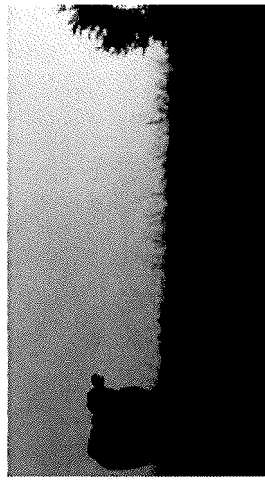
DISCLAIMER

Our conclusions and recommendations are based on current market conditions and the expected performance of the national, and/or local economy and real estate market. Given that economic conditions can change and real estate markets are cyclical, it is critical to monitor the economy and real estate market continuously, and to revisit key project assumptions periodically to ensure that they are still justified.

The future is difficult to predict, particularly given that the economy and housing markets can be cyclical, as well as subject to changing consumer and market psychology. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the differences may be material.



Every year hundreds of families are discovering the wholesome, country lifestyle; the excellent school system, and the warm, friendly community of Celina. Many retail and commercial businesses are considering Celina for their next location and development is moving fast. With a trade population of approximately 69,000 and an ideal location just north of Frisco, Texas, in the coveted 'Golden Corridor', Celina is Open for Business!



Creating a Reinvestment Zone

Pursuant to Section 311.005 of the Texas Tax Code, to be designated a reinvestment zone, an area must:

Sec. 311.011. PROJECT AND FINANCING PLANS.

(b) The project plan must include:

(1) a description and map showing existing uses and conditions of real property in the zone and proposed uses of that property;

(2) proposed changes of zoning ordinances, the master plan of the municipality, building codes, other municipal ordinances, and subdivision rules and regulations, if any, of the county, if applicable;

(3) a list of estimated nonproject costs; and

(4) a statement of a method of relocating persons to be displaced, if any, as a result of implementing the plan.

(c) The reinvestment zone financing plan must include:

(1) a detailed list describing the estimated project costs of the zone, including administrative expenses;

(2) a statement listing the proposed kind, number, and location of all public works or public improvements to be financed by the zone;

(3) a finding that the plan is economically feasible and an economic feasibility study;

(4) the estimated amount of bonded indebtedness to be incurred;

(5) the estimated time when related costs or monetary obligations are to be incurred;

(6) a description of the methods of financing all estimated project costs and the expected sources of revenue to finance or pay project costs, including the percentage of tax increment to be derived from the property taxes of each taxing unit anticipated to contribute tax increment to the zone that levies taxes on real property in the zone;

(7) the current total appraised value of taxable real property in the zone;

(8) the estimated captured appraised value of the zone during each year of its existence; and

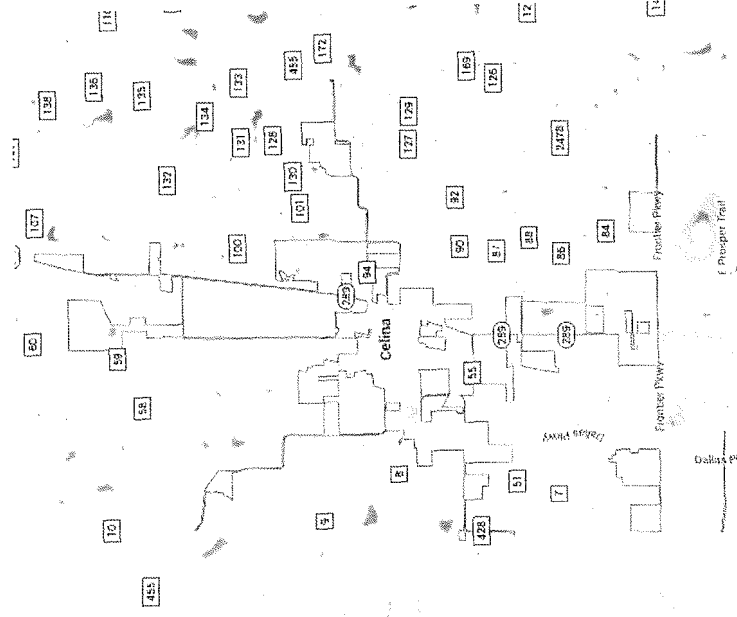
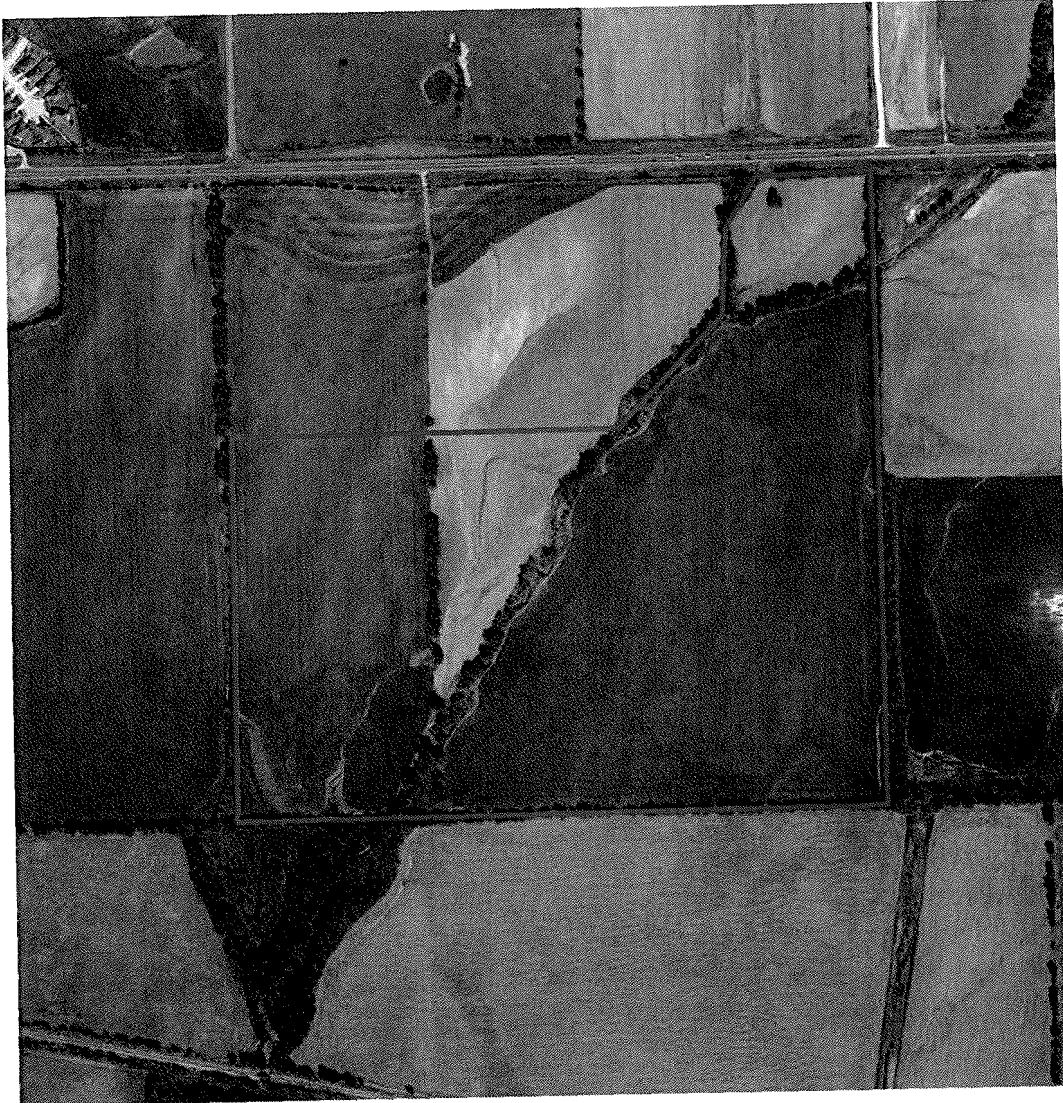
(9) the duration of the zone.

Tax Increment Reinvestment Zone Number Seven, City of Celina

The City of Celina Tax Increment Reinvestment Zone Number Seven (TIRZ #7) is approximately 113 acres and is located near the intersection of Preston Road and CR-83.

The goal of the TIRZ is to facilitate development and encourage private investment while maintaining the high development standards within the City. The TIRZ will support these developments through the contribution of 0.2232 per \$100 of the City's real property increment generated within the zone.

Without the implementation of the TIRZ, the delineated property would continue to impair the sound growth of the municipality.



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BEING A CERTAIN TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY NO. 14, ABSTRACT NUMBER 167, COLLIN COUNTY, TEXAS AND BEING A PART OF THAT TRACT OF LAND (TRACTS 2 AND 3) DESCRIBED BY DEED TO OWNSBY 1880 FARMS, LTD., RECORDED IN VOLUME 4332, PAGE 1047 OF OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Legal Description

THENCE N 00°28'06"W, 2685.49 FEET WITH WEST LINE OF SAID TRACT 2 AND 3, AND BEING THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED BY DEED TO KEERAN FAMILY PARTNERSHIP, LTD., RECORDED IN VOLUME 4957, PAGE 2455 OF SAID OFFICIAL PUBLIC RECORDS;

THENCE N 00°28'06"W, 1372.52 FEET; CORNER, BEARS N00°28'06"W, 1372.52 FEET; THENCE S 89°59'53"E, 1578.03 FEET, DEPARTING SAID COMMON LINE, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON", SET AS WITNESS, IN ALL 1621.17 FEET TO THE CENTERLINE OF A TRIBUTARY OF DOE BRANCH; THENCE S 00°32'58"E, AT 1550.00 FEET, A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON", SET; BEING A CERTAIN TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY NO. 14, ABSTRACT NUMBER 167, COLLIN COUNTY, TEXAS AND BEING A PART OF THAT TRACT OF LAND (TRACTS 2 AND 3) DESCRIBED BY DEED TO OWNSBY 1880 FARMS, LTD., RECORDED IN VOLUME 4332, PAGE 1047 OF OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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THENCE N 00°28'06"W, 2685.49 FEET WITH WEST LINE OF SAID TRACT 2 AND 3, AND BEING THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED BY DEED TO KEERAN FAMILY PARTNERSHIP, LTD., RECORDED IN VOLUME 4957, PAGE 2455 OF SAID OFFICIAL PUBLIC RECORDS;

TIRZ Legal Boundary

THENCE N 00°28'06"W, 2685.49 FEET WITH WEST LINE OF SAID TRACT 2 AND 3, AND BEING THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED BY DEED TO KEERAN FAMILY PARTNERSHIP, LTD., RECORDED IN VOLUME 4957, PAGE 2455 OF SAID OFFICIAL PUBLIC RECORDS;

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Legal Description

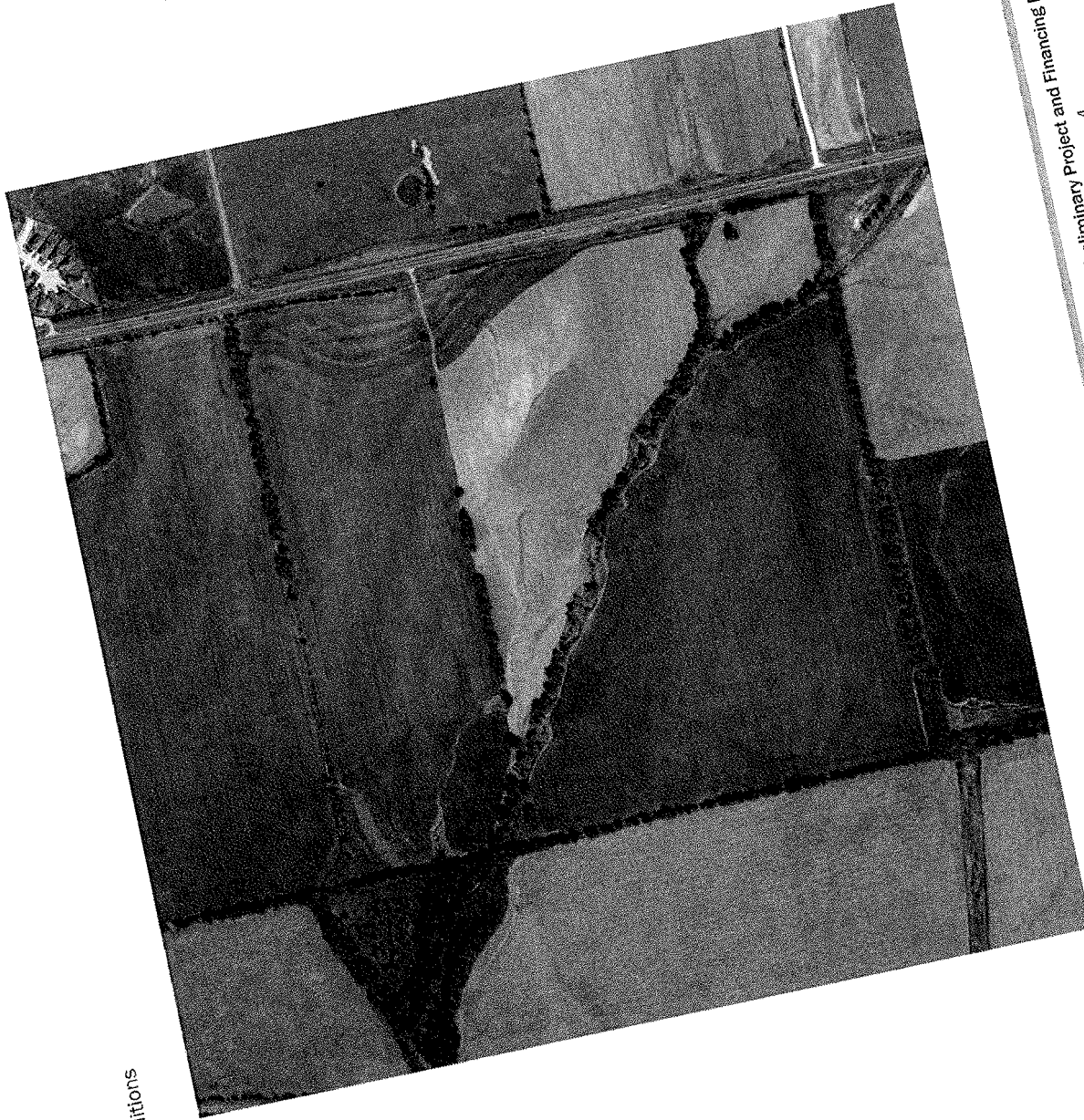
THENCE N 00°28'06"W, 2685.49 FEET WITH WEST LINE OF SAID TRACT 2 AND 3, AND BEING THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED BY DEED TO KEERAN FAMILY PARTNERSHIP, LTD., RECORDED IN VOLUME 4957, PAGE 2455 OF SAID OFFICIAL PUBLIC RECORDS;

Preliminary Project and Financing Plan



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Current Conditions



Land Use
The land within the TIRZ is currently vacant.
Method of Relocating Persons to be Displaced
It is not anticipated that any persons will be displaced or need to be relocated as result of implementing the TIRZ.

Preliminary Project and Financing Plan

4



Current Conditions

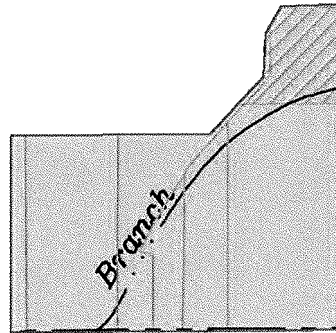
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Zoning

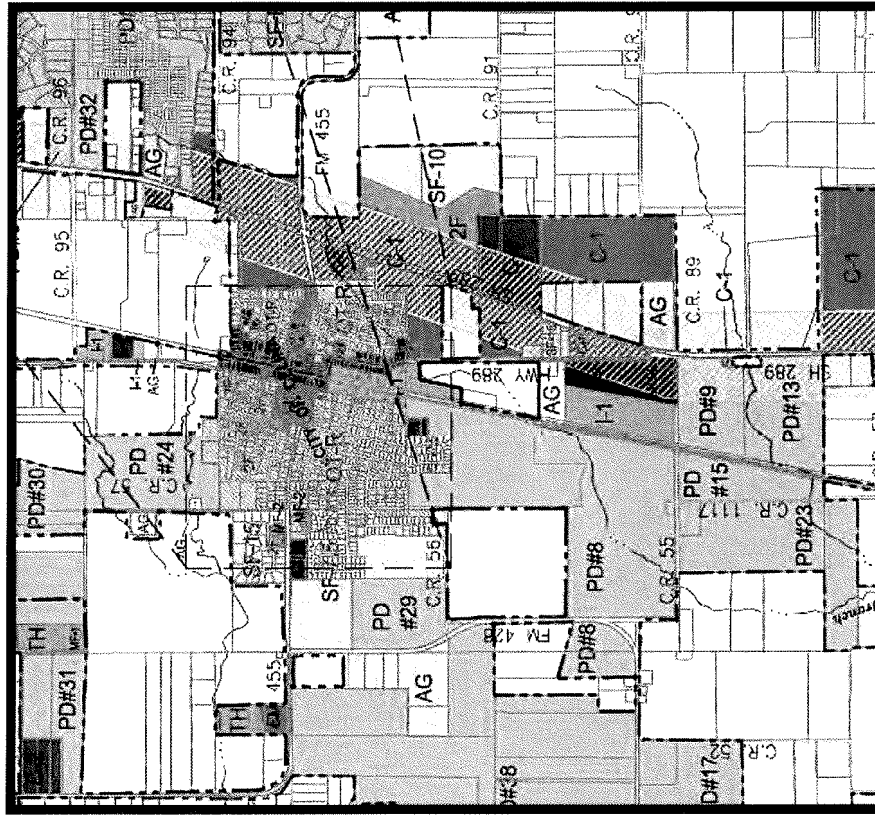
The proposed TIRZ is zoned PD- Planned Development partially overlayed by the Preston Road Overlay District. It is not anticipated that there will be any changes to the zoning ordinance, the master plan of the municipality, building codes or other municipal ordinances as a result of the implementation of the TIRZ.

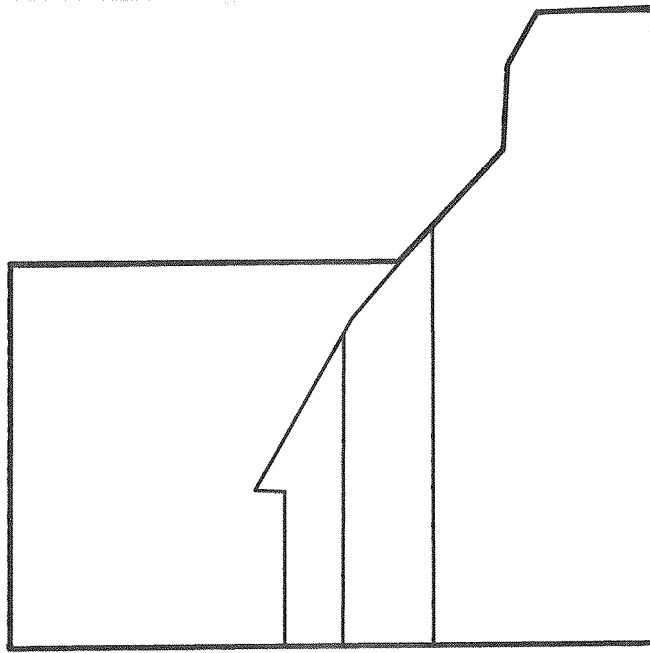
Zoning District Legend	
	AG - Agriculture District
	SF-E - Single-Family Estate Residential District
	SF-15 - Single-Family Residential District
	SF-10 - Single-Family Residential District
	SF-9 - Single-Family Residential District
	SF-7.5 - Single-Family Residential District
	OT-R - Old Town Residential District
	PH - Patio Home Residential District
	TH - Townhouse Residential District
	2F - Two-Family Residential District
	MF-1 - Multiple-Family Residential Medium Density District
	MF-2 - Multiple-Family Residential High Density District
	MH - Manufactured Home Park District
	HD - Historic Downtown District
	ONS - Office and Neighborhood Services District
	MU-1 - Mixed Use Suburban District
	MU-2 - Mixed Use Regional District
	RO - Retail and Office District
	C-1 - Retail District
	C-2 - General Commercial District
	B-1 - Rail Center Business District
	B-2 - Employment Center Business District
	B-3 - Technology Center Business District
	B-4 - Business Center District
	I-1 - Light Industrial District
	I-2 - Heavy Industrial District
	PD - Planned Development
	Preston Road Overlay District (PRO)
	Special District / Development Agreement
	Chapter 43 - Pre-Annexation Agreement

TIRZ #7



CENTRAL CELINA ZONING MAP





CE-43

Current Ownership Information

There are 4 different parcels within TIRZ #7 that all have the same owner. The TIRZ has a preliminary 2016 taxable base value of \$19. For a full list of parcels included within the TIRZ see Exhibit A.

Project Plan

Chapter 311 of the Texas Tax Code

Sec. 311.002.

(1) "Project costs" means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. "Project costs" include:

(A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;

(B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;

(C) real property assembly costs;

(D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;

(E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;

(F) relocation costs;

(G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;

(H) interest before and during construction and for one year after completion of construction, whether or not capitalized;

(I) the cost of operating the reinvestment zone and project facilities;

(J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;

(K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and

(L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

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Project Costs of the Zone

There are a number of improvements within Tax Increment Reinvestment Zone #7 that will be financed by in part by incremental real property tax generated within the TIRZ.

Project Costs	\$	2,464,980
Capitalized Interest	\$	431,202
Reserve Fund	\$	359,335
Issuance Cost	\$	337,832
TOTAL PAR DEBT	\$	3,593,349
Par Debt	\$	3,593,349
Amortization Costs (Interest)	\$	4,374,701
GRAND TOTAL	\$	7,968,050

The costs illustrated in the table above are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item.



Anticipated Development

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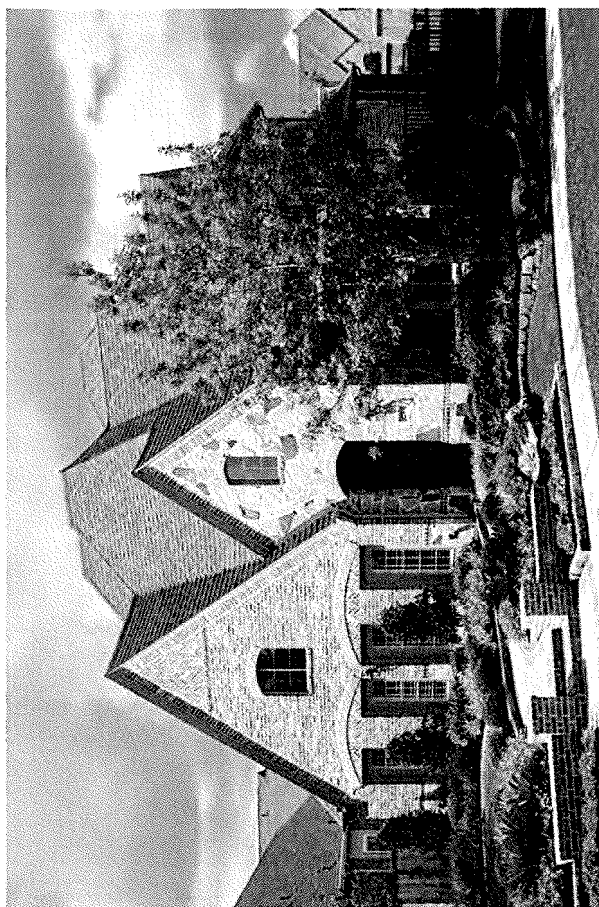
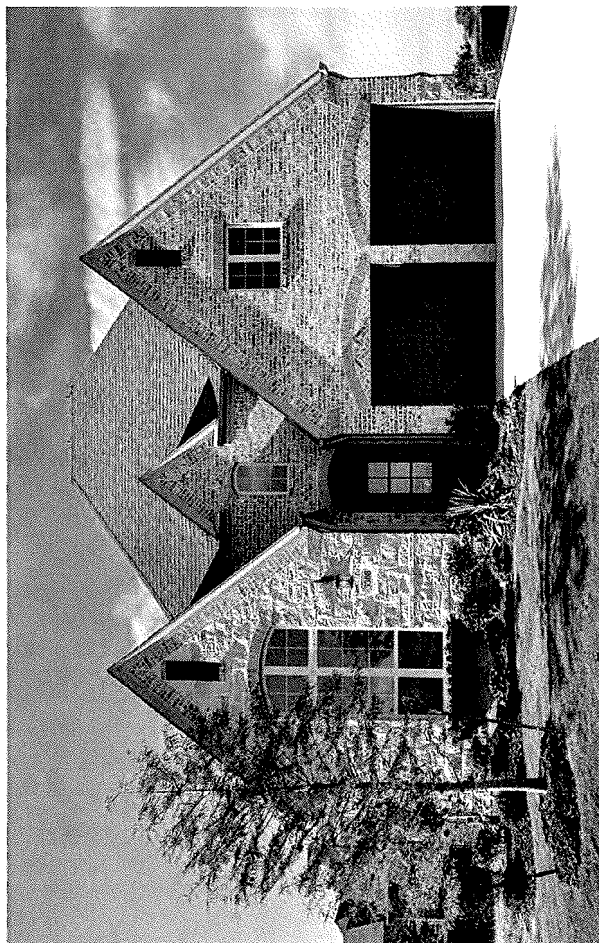
Anticipated Development

There are several projects consisting of single-family residences anticipated to be developed within TIRZ #7. The table below provides an overview of potential developments that we believe will occur during the life of the TIRZ along with estimated project completion dates and anticipated stabilization years.

Anticipated Revenue Summary

Based upon the assumptions below, the anticipated gross revenue of TIRZ #7 over its 31 year life is \$7,968,050.

Tract Name	Type	Acres	Lots	Delivery Year	Stabilization Year	Taxable Value PSF/Unit	Incremental Value	Sales PSF	Total Sales
Ownsby Farms									
1 50' x 120' Lots	SFR	TBD	265	2018	2022	\$299,000	\$79,235,000		
1 60' x 120' Lots	SFR	TBD	107	2018	2022	\$327,500	\$35,042,500		
Total			372				\$111,612,500		



DAVID PETTIT
Economic Development

Preliminary Project and Financing Plan

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Financial Feasibility Analysis

Method of Financing

To fund the public improvements outlined on the previous pages, it is anticipated that the City of Celina will contribute 0.2232 per \$100 of its real property increment.

City of Celina TIRZ #7 Participation Overview

REAL PROPERTY TAX		PARTICIPATION
CITY OF CELINA	0.64500000	34.60%
COLLIN COUNTY	0.23500000	0%
COLLIN COLLEGE	0.08196000	0%
CELINA ISD	1.64000000	0%
	2.60196000	0.2232000

PERSONAL PROPERTY TAX		PARTICIPATION
CITY OF CELINA	0.64500000	0%
COLLIN COUNTY	0.23500000	0%
COLLIN COLLEGE	0.08196000	0%
CELINA ISD	1.64000000	0%
	2.60196000	0.0000000

Sales Tax Rate	0.02000000	0.00%	0.00000000
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Debt Service

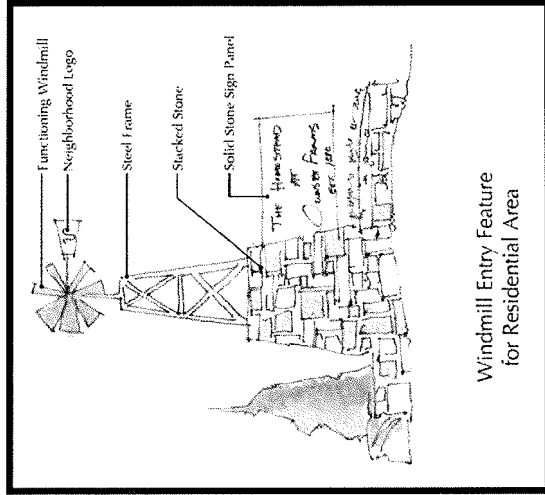
It is not anticipated at this time that the TIRZ will incur any bonded indebtedness.

Economic Feasibility Study

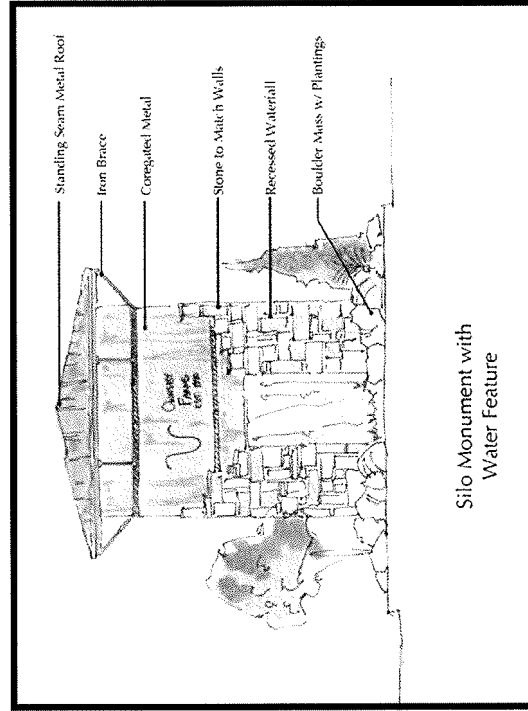
A taxable value analysis was developed as part of the preliminary project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TIRZ would receive based on the previously outlined developments. A summary overview of the anticipated development square footages, the anticipated sales per square foot and the anticipated taxable value per square foot can be found on the previous page.

The taxable value analysis shows the estimated captured appraised value of the zone during each year of its existence and the net benefits of the zone to each of the local taxing jurisdictions. Utilizing the information outlined in this feasibility study, we have found that the TIRZ is economically feasible and will provide the City with economic benefits that would not occur without its implementation.

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Windmill Entry Feature
for Residential Area



Silo Monument with
Water Feature

Financial Feasibility Analysis

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ESTIMATE OF GENERAL IMPACT OF PROPOSED ZONE PROPERTY VALUES AND TAX REVENUES

TAXABLE BASE YEAR GROWTH 1.50%
DISCOUNT RATE 6.00%

REAL PROPERTY TAX		
CITY OF CELINA	0.6450000	34.60%
COLLIN COUNTY	0.2350000	0%
COLLIN COLLEGE	0.0819600	0%
CELINA ISD	1.6400000	0%
	2.6019600	0.2232000

BUSINESS PROPERTY TAX		
CITY OF CELINA	0.6450000	0%
COLLIN COUNTY	0.2350000	0%
COLLIN COLLEGE	0.0819600	0%
CELINA ISD	1.6400000	0%
	2.6019600	0.0000000

SALES TAX		
	0.0200000	0.00%
		0.0000000

REVENUE YEAR	BASE YEAR 2016	0 2016	1 2017	2 2018	3 2019	4 2020	5 2021	6 2022	7 2023	8 2024	9 2025	10 2026	11 2027	12 2028	13 2029	14 2030	15 2031
BASE YEAR																	
CITY OF CELINA	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189
COLLIN COUNTY	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189
COLLIN COLLEGE	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189
CELINA ISD	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189
TAXABLE VALUE																	
CITY OF CELINA	19,189	19,477	19,769	20,066	20,367	20,672	20,982	21,297	21,616	21,941	22,270	22,604	22,943	23,287	23,636	23,991	
COLLIN COUNTY	19,189	19,477	19,769	20,066	20,367	20,672	20,982	21,297	21,616	21,941	22,270	22,604	22,943	23,287	23,636	23,991	
COLLIN COLLEGE	19,189	19,477	19,769	20,066	20,367	20,672	20,982	21,297	21,616	21,941	22,270	22,604	22,943	23,287	23,636	23,991	
CELINA ISD	19,189	19,477	19,769	20,066	20,367	20,672	20,982	21,297	21,616	21,941	22,270	22,604	22,943	23,287	23,636	23,991	
TAXABLE VALUE INCREMENT																	
CITY OF CELINA	0	288	580	877	1,178	1,483	1,793	2,108	2,427	2,752	3,081	3,415	3,754	4,098	4,447	4,802	
COLLIN COUNTY	0	288	580	877	1,178	1,483	1,793	2,108	2,427	2,752	3,081	3,415	3,754	4,098	4,447	4,802	
COLLIN COLLEGE	0	288	580	877	1,178	1,483	1,793	2,108	2,427	2,752	3,081	3,415	3,754	4,098	4,447	4,802	
CELINA ISD	0	288	580	877	1,178	1,483	1,793	2,108	2,427	2,752	3,081	3,415	3,754	4,098	4,447	4,802	

REVENUE A																	
TAXABLE VALUE GROWTH																	
CITY OF CELINA	0	1	1	2	3	3	4	5	5	6	7	8	8	9	10	11	
COLLIN COUNTY	0	1	1	2	3	3	4	5	5	6	7	8	8	9	10	11	
COLLIN COLLEGE	0	1	1	2	3	3	4	5	5	6	7	8	8	9	10	11	
CELINA ISD	0	1	1	2	3	3	4	5	5	6	7	8	8	9	10	11	
	0	3	5	8	11	13	16	19	22	25	28	30	34	37	40	43	

#1: OWNSBY FARMS																	
REAL PROPERTY TAX	0	0	0	5,713,875	28,655,083	69,082,034	104,401,515	117,395,288	119,156,217	120,943,560	122,757,714	124,599,079	126,468,065	128,365,086	130,290,563	132,244,921	
CITY OF CELINA	0	0	0	12,753	63,958	154,191	233,024	262,026	265,957	269,946	273,995	278,105	282,277	286,511	290,809	295,171	
COLLIN COUNTY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
COLLIN COLLEGE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
CELINA ISD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	0	0	0	12,753	63,958	154,191	233,024	262,026	265,957	269,946	273,995	278,105	282,277	286,511	290,809	295,171	

REVENUE A, 1	0	3	5	12,761	63,969	154,204	233,040	262,045	265,978	269,971	274,023	278,136	282,310	286,547	290,848	295,214	
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Running Total	0	3	8	12,769	76,738	230,942	463,982	726,027	992,006	1,261,976	1,535,999	1,814,135	2,096,445	2,382,992	2,673,840	2,969,054	
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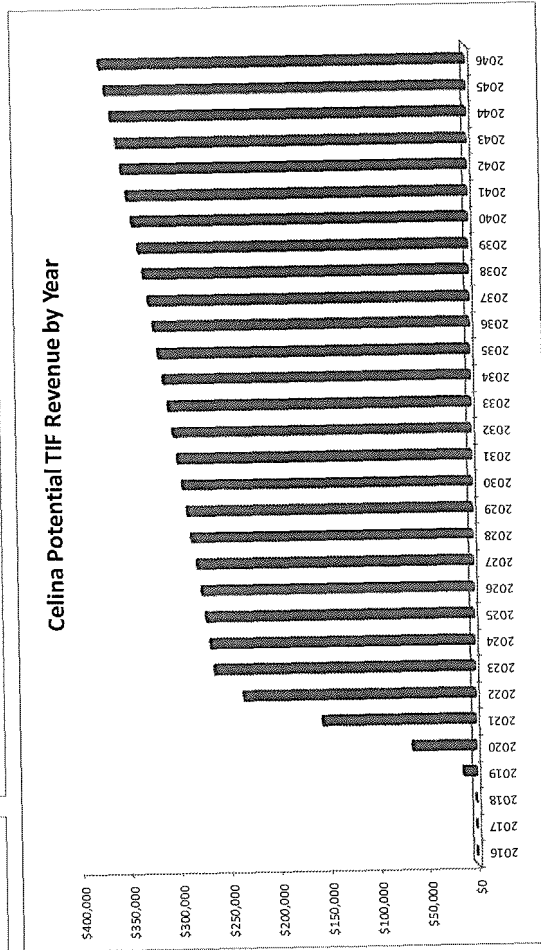
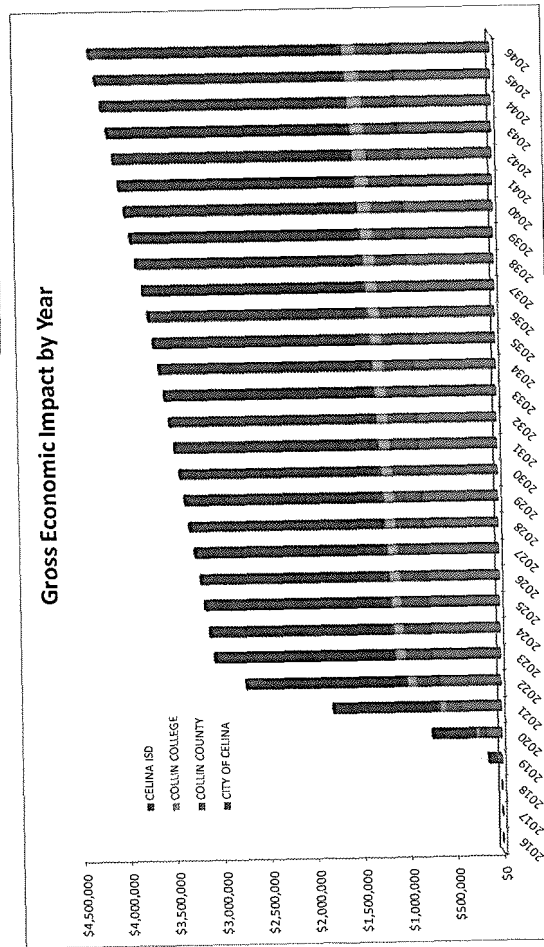
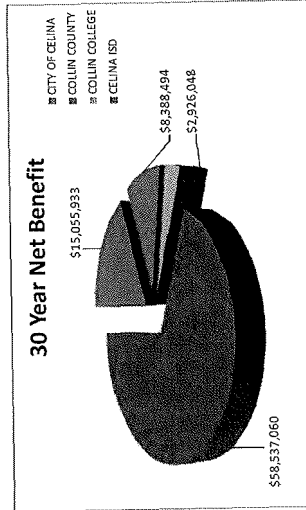
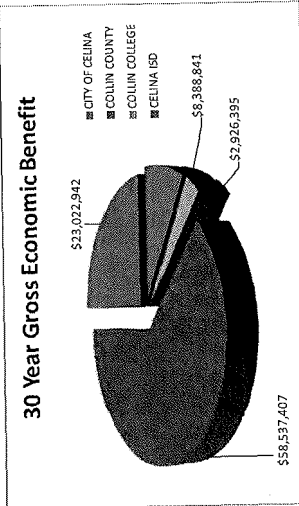
GROSS	7,968,050																
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	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	
CITY OF CELINA	0	1	1	12,755	63,961	154,194	233,028	262,031	265,962	269,952	274,002	278,113	282,285	286,520	290,818	295,181	
COLLIN COUNTY	114	1	1	2	3	3	4	5	5	6	7	8	8	9	10	11	
COLLIN COLLEGE	114	1	1	2	3	3	4	5	5	6	7	8	8	9	10	11	
CELINA ISD	114	1	1	2	3	3	4	5	5	6	7	8	8	9	10	11	
	341	0	3	5	12,761	63,969	154,204	233,040	262,045	265,978	269,971	274,023	278,136	282,310	286,547	290,848	295,214

	16 2032	17 2033	18 2034	19 2035	20 2036	21 2037	22 2038	23 2039	24 2040	25 2041	26 2042	27 2043	28 2044	29 2045	30 2046	TOTALS
134,228,995	138,242,024	135,285,954	140,359,939	142,465,338	144,602,318	146,771,353	148,972,923	151,207,517	153,475,930	155,777,764	158,114,431	160,486,147	162,893,440	165,336,841		
289,598	304,092	308,654	313,283	317,983	322,752	327,594	332,508	337,495	342,558	347,696	352,911	358,205	363,578	369,032		CITY OF CELINA COLLIN COUNTY COLLIN COLLEGE CELINA ISD
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
299,598	304,092	308,654	313,283	317,983	322,752	327,594	332,508	337,495	342,558	347,696	352,911	358,205	363,578	369,032		CITY OF CELINA COLLIN COUNTY COLLIN COLLEGE CELINA ISD
299,644	304,142	308,706	313,339	318,042	322,815	327,660	332,578	337,569	342,635	347,777	352,966	358,294	363,671	369,128		
3,268,998	3,272,840	3,881,546	4,194,895	4,512,928	4,835,743	5,163,403	5,495,980	5,832,549	6,176,184	6,521,961	6,876,557	7,235,251	7,598,921	7,968,050		
2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046		
299,610	304,105	308,667	313,297	317,997	322,768	327,610	332,525	337,514	342,577	347,716	352,933	358,227	363,601	369,055		CITY OF CELINA COLLIN COUNTY COLLIN COLLEGE CELINA ISD
12	12	13	14	15	16	17	17	18	19	20	21	22	23	24		
12	12	13	14	15	16	17	17	18	19	20	21	22	23	24		
12	12	13	14	15	16	17	17	18	19	20	21	22	23	24		
299,644	304,142	308,706	313,339	318,042	322,815	327,660	332,578	337,569	342,635	347,777	352,966	358,294	363,671	369,128		

TIF Revenue Summary

Taxing Jurisdictions	Total Taxes Generated	Participation	Net Benefit
CITY OF CELINA	\$23,022,942	\$7,987,009	\$15,055,933
COLLIN COUNTY	\$8,388,841	\$347	\$8,388,494
COLLIN COLLEGE	\$2,926,395	\$347	\$2,926,048
CELINA ISD	\$58,537,407	\$347	\$58,537,060
Total	\$92,875,585	\$7,988,050	\$84,907,535



Financial Feasibility Analysis

ESTIMATE OF GENERAL IMPACT OF PROPOSED ZONE PROPERTY VALUES AND TAX REVENUES

[illegible]



DAVID PETTIT

Economic Development

Preliminary Project and Financing Plan

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	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	TOTALS
2022	2022	2023	2024	2025	2026	2027	2028	2029	2040	2041	2042	2043	2044	2045	2046	
15,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	
15,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	
15,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	
15,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	
24,351	24,716	25,087	25,453	25,819	26,185	26,551	26,917	27,283	27,649	28,015	28,381	28,747	29,113	29,479	29,845	
24,351	24,716	25,087	25,453	25,819	26,185	26,551	26,917	27,283	27,649	28,015	28,381	28,747	29,113	29,479	29,845	
5,162	5,527	5,898	6,274	6,656	7,043	7,437	7,836	8,242	8,653	9,071	9,495	9,925	10,362	10,805	11,254	
5,162	5,527	5,898	6,274	6,656	7,043	7,437	7,836	8,242	8,653	9,071	9,495	9,925	10,362	10,805	11,254	
5,162	5,527	5,898	6,274	6,656	7,043	7,437	7,836	8,242	8,653	9,071	9,495	9,925	10,362	10,805	11,254	
33	36	38	40	43	45	48	51	53	56	59	61	64	67	70	70	
33	36	38	40	43	45	48	51	53	56	59	61	64	67	70	70	
33	36	38	40	43	45	48	51	53	56	59	61	64	67	70	70	
133	143	152	162	172	182	192	202	213	223	234	245	256	267	279	279	4,011
134,229,595	136,242,024	138,255,454	140,268,884	142,282,314	144,295,744	146,309,174	148,322,604	150,336,034	152,349,464	154,362,894	156,376,324	158,389,754	160,403,184	162,416,614	164,430,044	165,336,841
865,774	878,761	891,748	904,735	917,722	930,709	943,696	956,683	969,670	982,657	995,644	1,008,631	1,021,618	1,034,605	1,047,592	1,060,579	23,021,939
315,437	320,169	324,901	329,633	334,365	339,097	343,829	348,561	353,293	358,025	362,757	367,489	372,221	376,953	381,685	386,417	23,021,939
2,201,349	2,234,389	2,267,429	2,300,469	2,333,509	2,366,549	2,399,589	2,432,629	2,465,669	2,498,709	2,531,749	2,564,789	2,597,829	2,630,869	2,663,909	2,696,949	58,536,404
3,492,574	3,544,953	3,597,332	3,649,711	3,702,090	3,754,469	3,806,848	3,859,227	3,911,606	3,963,985	4,016,364	4,068,743	4,121,122	4,173,501	4,225,880	4,278,259	92,871,574
3,492,708	3,545,106	3,597,504	3,649,902	3,702,300	3,754,698	3,807,096	3,859,494	3,911,892	3,964,290	4,016,688	4,069,086	4,121,484	4,173,882	4,226,280	4,278,678	92,875,585
38,101,632	41,646,737	45,191,842	48,736,947	52,282,052	55,827,157	59,372,262	62,917,367	66,462,472	70,007,577	73,552,682	77,097,787	80,642,892	84,187,997	87,733,102	91,278,207	92,875,585
2022	2023	2024	2025	2026	2027	2028	2029	2030	2040	2041	2042	2043	2044	2045	2046	
655,508	678,797	691,891	704,985	718,079	731,173	744,267	757,361	770,455	783,549	796,643	809,737	822,831	835,925	849,019	862,113	23,022,942
315,437	320,169	324,901	329,633	334,365	339,097	343,829	348,561	353,293	358,025	362,757	367,489	372,221	376,953	381,685	386,417	23,022,942
110,047	111,700	113,353	115,006	116,659	118,312	119,965	121,618	123,271	124,924	126,577	128,230	129,883	131,536	133,189	134,842	2,906,395
2,201,592	2,234,405	2,267,218	2,300,031	2,332,844	2,365,657	2,398,470	2,431,283	2,464,096	2,496,909	2,529,722	2,562,535	2,595,348	2,628,161	2,660,974	2,693,787	58,537,407
3,492,708	3,545,106	3,597,504	3,649,902	3,702,300	3,754,698	3,807,096	3,859,494	3,911,892	3,964,290	4,016,688	4,069,086	4,121,484	4,173,882	4,226,280	4,278,678	92,875,585

CITY OF CELINA
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COLLIN COUNTY
COLLIN COLLEGE
CELINA ISD

30 YEAR - OWNSBY FARMS: INPUT & OUTPUT

► INPUT

INFLATION RATE		1.50%
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DISCOUNT RATE		6.00%
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REAL PROPERTY TAX		PARTICIPATION
CITY OF CELINA	0.64500000	34.60%
CITY OF CELINA	0.23500000	0%
COLLIN COUNTY	0.08196000	0%
COLLIN COLLEGE	1.64000000	0%
CELINA ISD	2.60196000	0%
		0.2232000

PERSONAL PROPERTY TAX		PARTICIPATION
CITY OF CELINA	0.64500000	0%
COLLIN COUNTY	0.23500000	0%
COLLIN COLLEGE	0.08196000	0%
CELINA ISD	1.64000000	0%
		0.0000000

Sales Tax Rate	0.02000000	0.02%	0.00000000
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Tract	TYPE	COMPLETION YEAR	STABILIZED YEAR	# UNITS	REAL PROPERTY PER UNIT	TAX VALUE
50' x 120' Lots	SFR	2018	2022	285	\$ 299,000.00	\$ 79,235,000
60' x 120' Lots	SFR	2018	2022	107	\$ 327,500.00	\$ 35,042,500
				372		114,277,500

► OUTPUT

TOTAL TAX REVENUE	TOTAL	REAL PROPERTY
CITY OF CELINA	\$ 23,021,939	\$ 23,021,939
COLLIN COUNTY	\$ 2,925,392	\$ 2,925,392
COLLIN COLLEGE	\$ 2,925,392	\$ 2,925,392
CELINA ISD	\$ 58,536,404	\$ 58,536,404
	\$ 87,409,128	\$ 87,409,128
	100.0%	100.0%

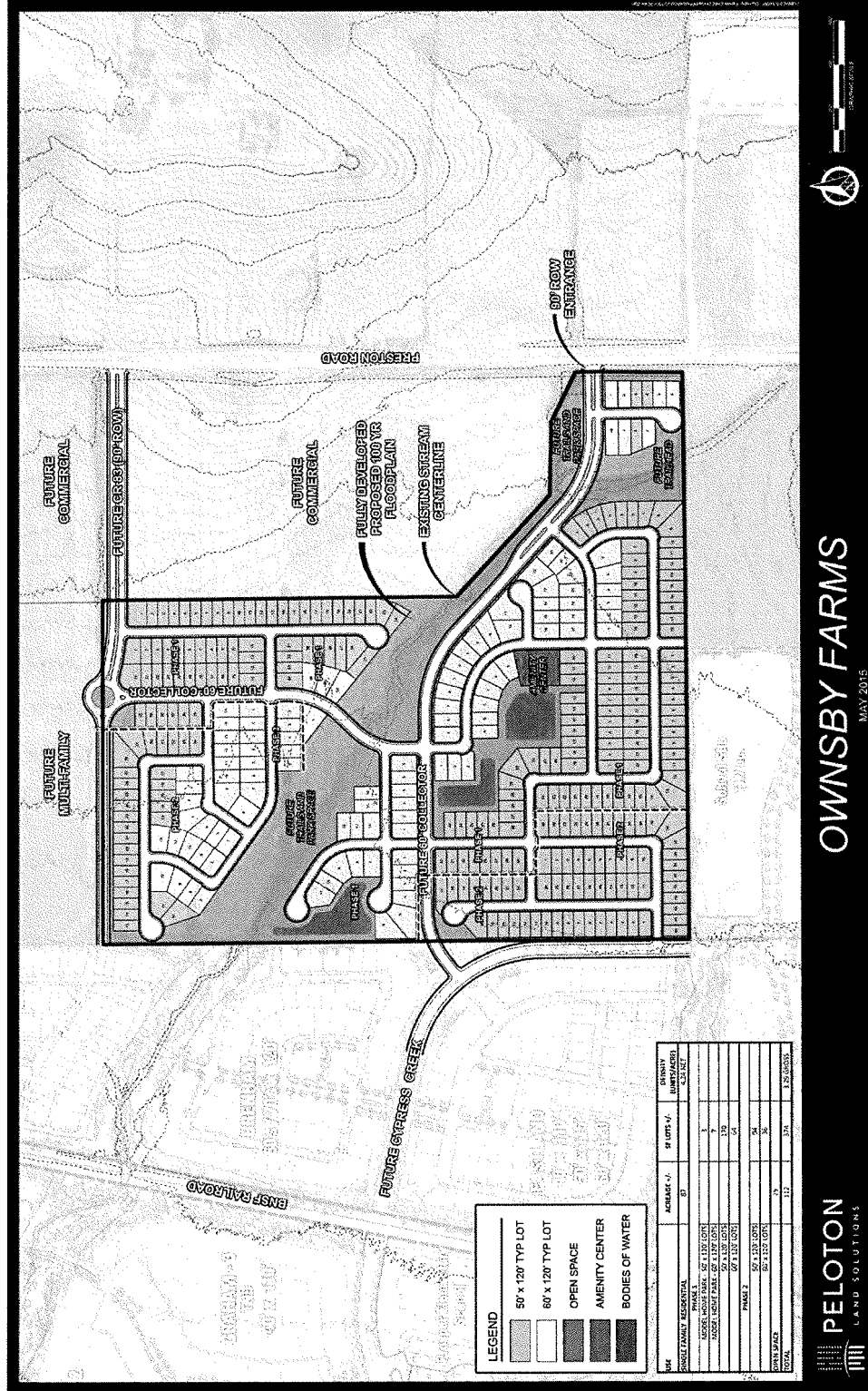
TOTAL PARTICIPATION	TOTAL	REAL PROPERTY
CITY OF CELINA	\$ 7,966,662	\$ 7,966,662
COLLIN COUNTY	\$ -	\$ -
COLLIN COLLEGE	\$ -	\$ -
CELINA ISD	\$ 7,966,662	\$ 7,966,662
	\$ 7,966,662	\$ 7,966,662
	100.0%	100.0%

NET BENEFIT	TOTAL	REAL PROPERTY
CITY OF CELINA	\$ 15,055,279	\$ 15,055,279
COLLIN COUNTY	\$ 2,925,392	\$ 2,925,392
COLLIN COLLEGE	\$ 2,925,392	\$ 2,925,392
CELINA ISD	\$ 58,536,404	\$ 58,536,404
	\$ 79,442,466	\$ 79,442,466
	100.0%	100.0%

TAX REVENUE PROJECTIONS & COST-BENEFIT ANALYSIS

Calendar Year	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
TOTAL TAX REVENUE																
Home Sale Schedule																
50' x 120' Lots	265	13	53	93	80	27										
60' x 120' Lots	107	5	21	37	32	11										
	372															
Taxable Value - Real Property																
50' x 120' Lots	0	0	0	3,961,750	15,847,000	27,732,250	23,770,500	7,923,500	0	0	0	0	0	0	0	0
60' x 120' Lots	0	0	0	1,752,225	7,008,500	12,284,875	10,512,750	3,504,250	0	0	0	0	0	0	0	0
Cumulative Taxable Value	0	0	0	5,713,975	28,655,083	69,082,034	104,401,515	117,395,288	119,156,217	120,943,560	122,757,714	124,599,079	126,468,065	128,365,086	130,290,553	132,244,921
REAL PROPERTY																
	-	-	-	5,713,975	28,655,083	69,082,034	104,401,515	117,395,288	119,156,217	120,943,560	122,757,714	124,599,079	126,468,065	128,365,086	130,290,553	132,244,921
CITY OF CELINA	-	-	-	36,854	184,825	445,579	673,390	757,200	768,558	780,086	791,787	803,664	815,719	827,955	840,374	852,980
COLLIN COUNTY	-	-	-	13,428	67,339	162,343	245,344	275,879	280,017	284,217	288,481	292,808	297,200	301,658	306,183	310,776
COLLIN COLLEGE	-	-	-	4,683	23,486	56,620	85,587	96,217	97,660	99,125	100,612	102,121	103,653	105,208	106,786	108,388
CELINA SD	-	-	-	93,708	469,943	1,132,945	1,712,185	1,925,283	1,954,162	1,983,474	2,013,227	2,043,425	2,074,076	2,105,187	2,136,765	2,168,817
Total	-	-	-	148,673	745,594	1,797,487	2,716,486	3,054,578	3,100,397	3,146,903	3,194,107	3,242,018	3,290,648	3,340,008	3,390,108	3,440,960
SUMMARY																
CITY OF CELINA	-	-	-	36,854	184,825	445,579	673,390	757,200	768,558	780,086	791,787	803,664	815,719	827,955	840,374	852,980
COLLIN COUNTY	-	-	-	13,428	67,339	162,343	245,344	275,879	280,017	284,217	288,481	292,808	297,200	301,658	306,183	310,776
COLLIN COLLEGE	-	-	-	4,683	23,486	56,620	85,587	96,217	97,660	99,125	100,612	102,121	103,653	105,208	106,786	108,388
CELINA SD	-	-	-	93,708	469,943	1,132,945	1,712,185	1,925,283	1,954,162	1,983,474	2,013,227	2,043,425	2,074,076	2,105,187	2,136,765	2,168,817
Total	-	-	-	148,673	745,594	1,797,487	2,716,486	3,054,578	3,100,397	3,146,903	3,194,107	3,242,018	3,290,648	3,340,008	3,390,108	3,440,960
PARTICIPATION																
REAL PROPERTY																
	-	-	-	5,713,975	28,655,083	69,082,034	104,401,515	117,395,288	119,156,217	120,943,560	122,757,714	124,599,079	126,468,065	128,365,086	130,290,553	132,244,921
CITY OF CELINA	-	-	-	12,753	63,958	154,191	233,024	282,026	285,957	289,946	293,965	298,105	282,277	286,511	290,809	295,171
COLLIN COUNTY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
COLLIN COLLEGE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CELINA SD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	-	-	-	12,753	63,958	154,191	233,024	282,026	285,957	289,946	293,965	298,105	282,277	286,511	290,809	295,171
SUMMARY																
CITY OF CELINA	-	-	-	12,753	63,958	154,191	233,024	282,026	285,957	289,946	293,965	298,105	282,277	286,511	290,809	295,171
COLLIN COUNTY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
COLLIN COLLEGE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CELINA SD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	-	-	-	12,753	63,958	154,191	233,024	282,026	285,957	289,946	293,965	298,105	282,277	286,511	290,809	295,171
TOTAL TAX REVENUE - PARTICIPATION = NET BENEFIT																
SUMMARY																
CITY OF CELINA	-	-	-	24,101	120,887	291,388	440,366	485,173	502,801	510,140	517,792	525,559	533,442	541,444	549,566	557,809
COLLIN COUNTY	-	-	-	13,428	67,339	162,343	245,344	275,879	280,017	284,217	288,481	292,808	297,200	301,658	306,183	310,776
COLLIN COLLEGE	-	-	-	4,683	23,486	56,620	85,587	96,217	97,660	99,125	100,612	102,121	103,653	105,208	106,786	108,388
CELINA SD	-	-	-	93,708	469,943	1,132,945	1,712,185	1,925,283	1,954,162	1,983,474	2,013,227	2,043,425	2,074,076	2,105,187	2,136,765	2,168,817
Total	-	-	-	155,919	681,836	1,645,296	2,483,661	2,792,552	2,883,440	2,976,957	3,070,111	3,163,913	3,258,372	3,353,497	3,449,300	3,545,789

	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	134,228,595	136,242,024	138,285,654	140,359,939	142,465,338	144,602,318	146,771,353	148,972,923	151,207,517	153,475,630	155,777,764	158,114,431	160,486,147	162,893,440	165,336,841	
	134,228,595	136,242,024	138,285,654	140,359,939	142,465,338	144,602,318	146,771,353	148,972,923	151,207,517	153,475,630	155,777,764	158,114,431	160,486,147	162,893,440	165,336,841	
	885,774	878,761	891,942	905,322	918,901	932,685	946,675	960,875	975,288	989,918	1,004,767	1,019,838	1,035,136	1,050,663	1,066,423	GROSS
	315,437	320,169	324,971	329,846	334,794	339,815	344,913	350,086	355,338	360,668	366,078	371,569	377,142	382,800	388,542	23,021,939
	110,014	111,684	113,339	115,039	116,765	118,516	120,294	122,098	123,930	125,789	127,675	129,591	131,534	133,507	135,510	8,387,838
	2,201,349	2,234,366	2,267,885	2,301,903	2,336,432	2,371,478	2,407,050	2,443,156	2,479,803	2,517,000	2,554,755	2,593,077	2,631,973	2,671,452	2,711,524	2,925,392
	3,492,574	3,544,963	3,598,137	3,652,109	3,706,891	3,762,494	3,818,932	3,876,216	3,934,259	3,993,375	4,053,275	4,114,074	4,175,785	4,238,422	4,301,998	58,536,404
																92,871,572
																GROSS
	895,774	878,761	891,942	905,322	918,901	932,685	946,675	960,875	975,288	989,918	1,004,767	1,019,838	1,035,136	1,050,663	1,066,423	23,021,939
	315,437	320,169	324,971	329,846	334,794	339,815	344,913	350,086	355,338	360,668	366,078	371,569	377,142	382,800	388,542	8,387,838
	110,014	111,684	113,339	115,039	116,765	118,516	120,294	122,098	123,930	125,789	127,675	129,591	131,534	133,507	135,510	2,925,392
	2,201,349	2,234,366	2,267,885	2,301,903	2,336,432	2,371,478	2,407,050	2,443,156	2,479,803	2,517,000	2,554,755	2,593,077	2,631,973	2,671,452	2,711,524	58,536,404
	3,492,574	3,544,963	3,598,137	3,652,109	3,706,891	3,762,494	3,818,932	3,876,216	3,934,259	3,993,375	4,053,275	4,114,074	4,175,785	4,238,422	4,301,998	92,871,572
																GROSS
	134,228,595	136,242,024	138,285,654	140,359,939	142,465,338	144,602,318	146,771,353	148,972,923	151,207,517	153,475,630	155,777,764	158,114,431	160,486,147	162,893,440	165,336,841	
																GROSS
	299,598	304,092	308,654	313,283	317,983	322,752	327,594	332,508	337,495	342,558	347,696	352,911	358,205	363,578	368,032	7,966,662
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	299,598	304,092	308,654	313,283	317,983	322,752	327,594	332,508	337,495	342,558	347,696	352,911	358,205	363,578	368,032	7,966,662
																GROSS
	299,598	304,092	308,654	313,283	317,983	322,752	327,594	332,508	337,495	342,558	347,696	352,911	358,205	363,578	368,032	7,966,662
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	299,598	304,092	308,654	313,283	317,983	322,752	327,594	332,508	337,495	342,558	347,696	352,911	358,205	363,578	368,032	7,966,662
																GROSS
	596,176	574,589	583,289	592,038	600,819	609,933	619,092	628,358	637,703	647,360	657,071	666,927	676,931	687,085	697,391	15,055,278
	315,437	320,169	324,971	329,846	334,794	339,815	344,913	350,086	355,338	360,668	366,078	371,569	377,142	382,800	388,542	8,387,838
	110,014	111,684	113,339	115,039	116,765	118,516	120,294	122,098	123,930	125,789	127,675	129,591	131,534	133,507	135,510	2,925,392
	2,201,349	2,234,366	2,267,885	2,301,903	2,336,432	2,371,478	2,407,050	2,443,156	2,479,803	2,517,000	2,554,755	2,593,077	2,631,973	2,671,452	2,711,524	58,536,404
	3,492,574	3,544,963	3,598,137	3,652,109	3,706,891	3,762,494	3,818,932	3,876,216	3,934,259	3,993,375	4,053,275	4,114,074	4,175,785	4,238,422	4,301,998	92,871,572



Projects Cost Estimates:

All project costs listed in the project plan shall be considered estimates and shall not be considered a cap on expenditures.

Length of TIRZ #7 in Years:

The TIRZ has a 31-year term and is scheduled to end on December 31, 2047.

Powers and Duties of Board of Directors:

The Board shall have all powers granted to it by Chapter 311 of the Texas Tax Code, including powers of a municipality under Chapter 380, Local Government Code. The Board shall not be authorized to:

- issue bonds;
- impose taxes or fees;
- exercise the power of eminent domain; or
- give final approval to the Zone's project and financing plan.

DRAFT

Account Number	Geoid	Owner	Owner Address	Legal Description	Situs	Acres	Exemption?	Land	Ag	Improvement	Total
962872	R-6167-003-0460-1	CADG OWNSBY FARMS LLC	1800 Valley View Ln Ste 300 Dallas, TX 75234-8945	ABSTRACT A0167 COLLIN COUNTY SCHOOL LAND #14 SURVEY, BLOCK 3, TRACT 46, ACRES 10.7000	Preston Rd S Celina, TX 75009	10.70	N	\$ 530,506	\$ 528,698	\$ -	\$ 1,808
962907	R-6167-003-0490-1	CADG OWNSBY FARMS LLC	1801 Valley View Ln Ste 300 Dallas, TX 75234-8945	ABSTRACT A0167 COLLIN COUNTY SCHOOL LAND #14 SURVEY, BLOCK 3, TRACT 49, ACRES 7.0000	Preston Rd S Celina, TX 75010	7.00	N	\$ 347,060	\$ 345,877	\$ -	\$ 1,183
962916	R-6167-003-0500-1	CADG OWNSBY FARMS LLC	1801 Valley View Ln Ste 300 Dallas, TX 75234-8945	ABSTRACT A0167 COLLIN COUNTY SCHOOL LAND #14 SURVEY, BLOCK 3, TRACT 50, ACRES 55.0860	Preston Rd S Celina, TX 75011	55.09	N	\$2,731,164	\$2,721,854	\$ -	\$ 9,310
2717764	R-6167-003-0860-1	CADG OWNSBY FARMS LLC	1801 Valley View Ln Ste 300 Dallas, TX 75234-8945	Abs A0167 Collin County School Land #14 Survey, Sheet 3, Tract 86, 40.762 Acres	Preston Rd S Celina, TX 75012	40.76	N	\$2,020,980	\$2,014,092	\$ -	\$ 6,888
						113.55		\$5,629,710	\$5,610,521		\$19,189

City of Celina TIRZ Number Seven

City of Celina Tax Increment Reinvestment Zone #7



Attachment: PFP TIRZ 7 Ownsby Farms (Ordinance of CC approving TIRZ #7 (Ownsby Farms) Project & Financing Plan)

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4

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8

Introduction.....

Legal Boundary

Current Conditions

Project Plan

Anticipated Development

Financial Feasibility Analysis.....

Terms and Conditions.....

Exhibit A.....

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4

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DISCLAIMER

Our conclusions and recommendations are based on current market conditions and the expected performance of the national, and/or local economy and real estate market. Given that economic conditions can change and real estate markets are cyclical, it is critical to monitor the economy and real estate market continuously, and revisit key project assumptions periodically to ensure that they are still justified.

The future is difficult to predict, particularly given that the economy and housing markets can be cyclical, as well as subject to changing consumer and market psychology. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the differences may be material.

Creating a Reinvestment Zone

Pursuant to Section 311.005 of the Texas Tax Code, to be designated a reinvestment zone, an area must:

Sec. 311.011. PROJECT AND FINANCING PLANS.

(b) The project plan must include:

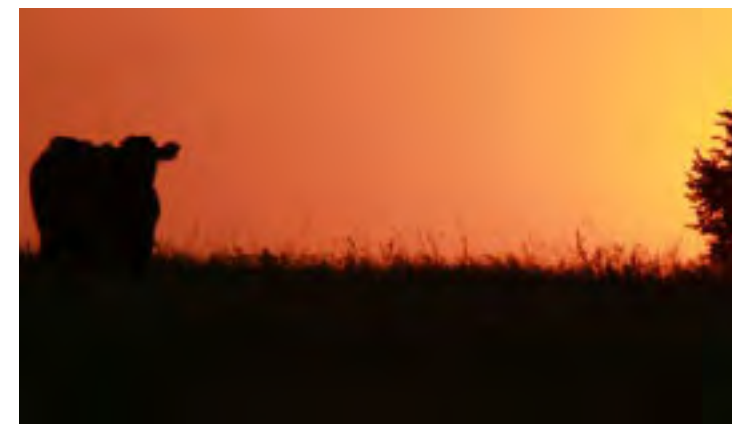
- (1) a description and map showing existing uses and conditions of real property in the zone and proposed uses of that property;
- (2) proposed changes of zoning ordinances, the master plan of the municipality, building codes, other municipal ordinances, and subdivision rules and regulations, if any, of the county, if applicable;
- (3) a list of estimated nonproject costs; and
- (4) a statement of a method of relocating persons to be displaced, if any, as a result of implementing the plan.

(c) The reinvestment zone financing plan must include:

- (1) a detailed list describing the estimated project costs of the zone, including administrative expenses;
- (2) a statement listing the proposed kind, number, and location of all public works or public improvements to be financed by the zone;
- (3) a finding that the plan is economically feasible and an economic feasibility study;
- (4) the estimated amount of bonded indebtedness to be incurred;
- (5) the estimated time when related costs or monetary obligations are to be incurred;
- (6) a description of the methods of financing all estimated project costs and the expected sources of revenue to finance or pay project costs, including the percentage of tax increment to be derived from the property taxes of each taxing unit anticipated to contribute tax increment to the zone that levies taxes on real property in the zone;
- (7) the current total appraised value of taxable real property in the zone;
- (8) the estimated captured appraised value of the zone during each year of its existence; and
- (9) the duration of the zone.



Every year hundreds of families are discovering the wholesome, country lifestyle; the excellent school system, and the warm, friendly community of Celina. Many retail and commercial businesses are considering Celina for their next location and development is moving fast. With a trade population of approximately 69,000 and an ideal location just north of Frisco, Texas, in the coveted 'Golden Corridor', Celina is Open for Business!



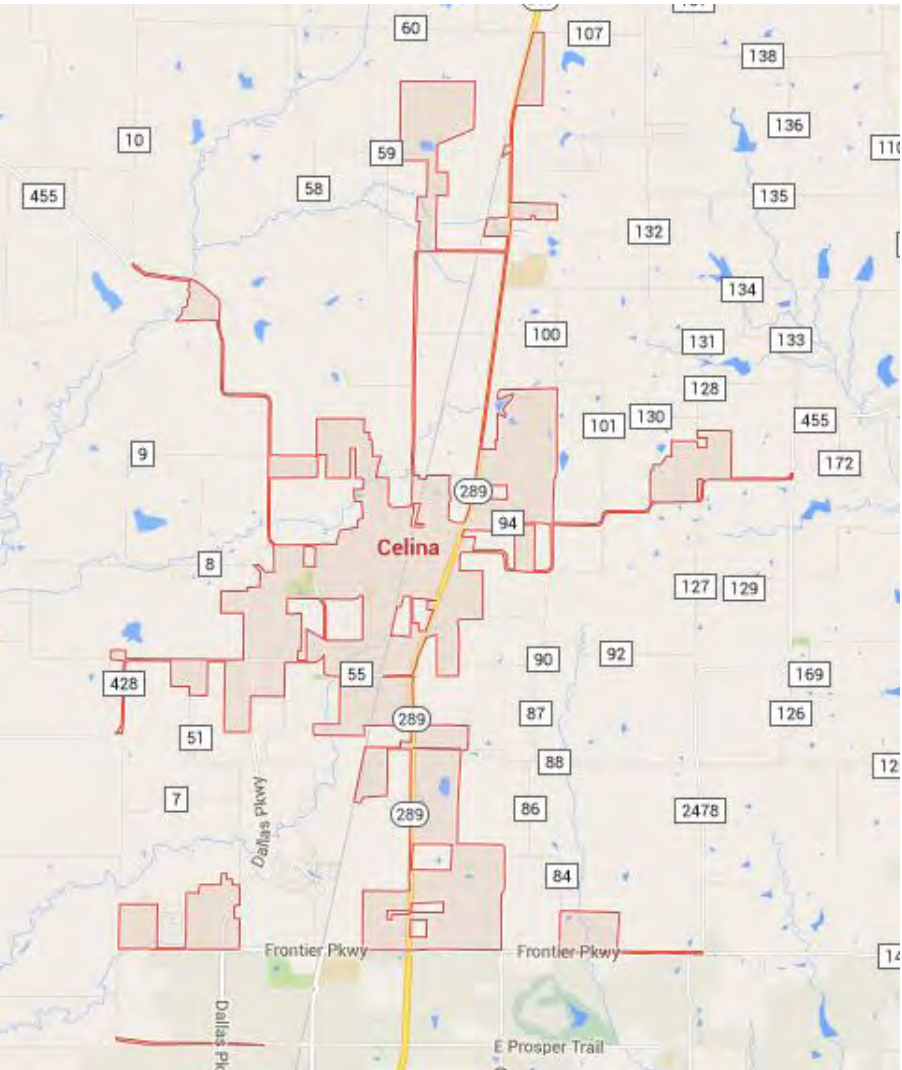


Tax Increment Reinvestment Zone Number Seven, City of Celina

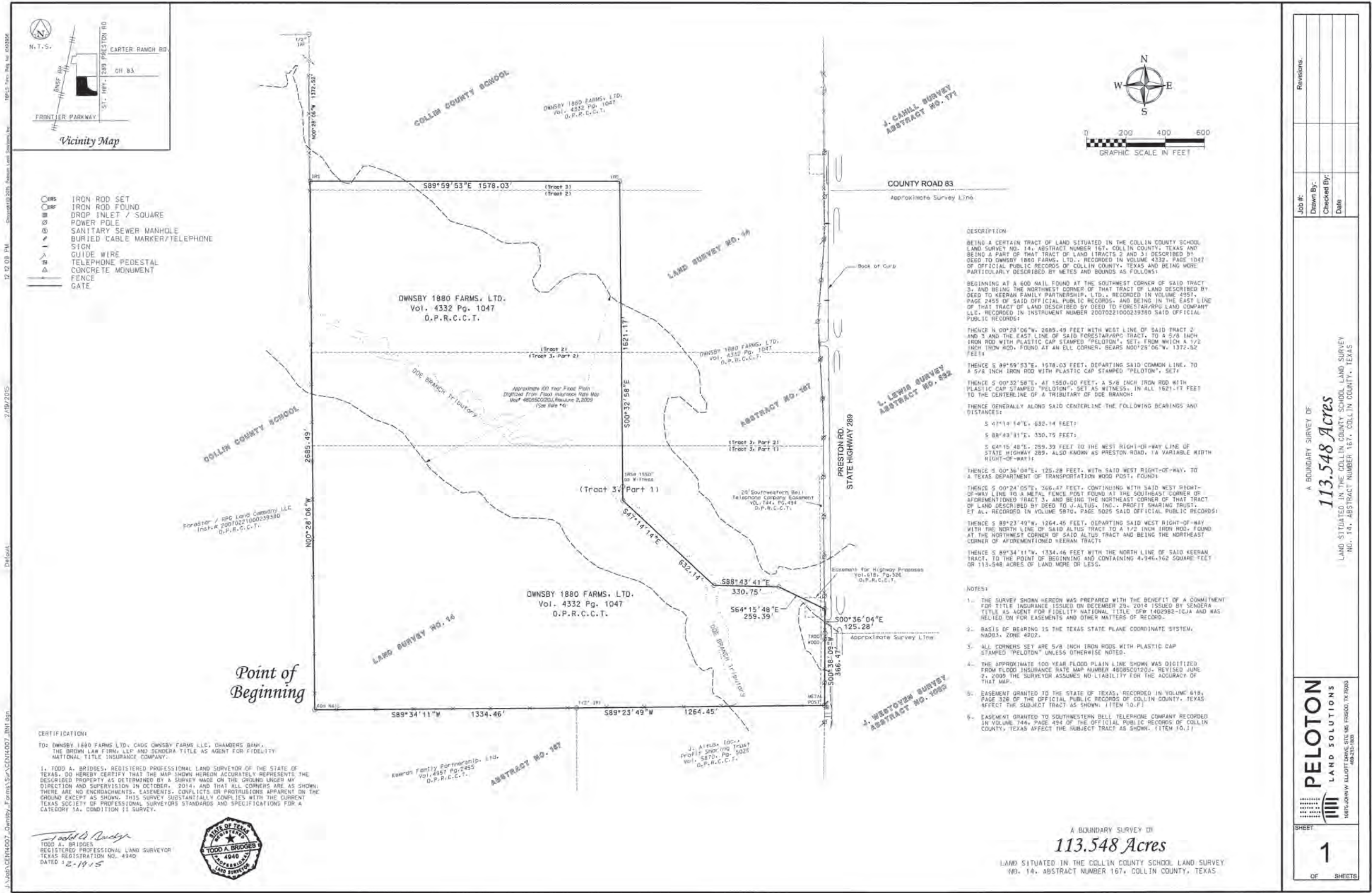
The City of Celina Tax Increment Reinvestment Zone Number Seven (TIRZ #7) is approximately 113 acres and is located near the intersection of Preston Road and CR-83.

The goal of the TIRZ is to facilitate development and encourage private investment while maintaining the high development standards within the City. The TIRZ will support these developments through the contribution of 34.60% of the City’s real property increment generated within the zone. The source of the City’s contribution shall come first from the City’s Debt Service Interest and Sinking (I&S) tax rate and if necessary then from the City’s Maintenance and Operations (M&O) tax rate.

Without the implementation of the TIRZ, the delineated property would continue to impair the sound growth of the municipality.



Legal TIRZ Boundary Map



Legal Description

BEING A CERTAIN TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY NO. 14, ABSTRACT NUMBER 167, COLLIN COUNTY, TEXAS AND BEING A PART OF THAT TRACT OF LAND (TRACTS 2 AND 3) DESCRIBED BY DEED TO OWNSBY 1880 FARMS, LTD., RECORDED IN VOLUME 4332, PAGE 1047 OF OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A 60D NAIL FOUND AT THE SOUTHWEST CORNER OF SAID TRACT 3, AND BEING THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED BY DEED TO KEERAN FAMILY PARTNERSHIP, LTD., RECORDED IN VOLUME 4957, PAGE 2455 OF SAID OFFICIAL PUBLIC RECORDS, AND BEING IN THE EAST LINE OF THAT TRACT OF LAND DESCRIBED BY DEED TO FORESTAR/RPG LAND COMPANY LLC, RECORDED IN INSTRUMENT NUMBER 20070221000239380 SAID OFFICIAL PUBLIC RECORDS;

THENCE N 00°28’06”W, 2685.49 FEET WITH WEST LINE OF SAID TRACT 2 AND 3 AND THE EAST LINE OF SAID FORESTAR/RPG TRACT, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED “PELTON”, SET, FROM WHICH A ½ INCH IRON ROD, FOUND AT AN ELL CORNER, BEARS N00°28’06”W, 1372.52 FEET;

THENCE S 89°59’53”E, 1578.03 FEET, DEPARTING SAID COMMON LINE, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED “PELTON”, SET;

THENCE S 00°32’58”E, AT 1550.00 FEET, A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED “PELTON”, SET AS WITNESS, IN ALL 1621.17 FEET TO THE CENTERLINE OF A TRIBUTARY OF DOE BRANCH;

THENCE GENERALLY ALONG SAID CENTERLINE THE FOLLOWING BEARINGS AND DISTANCES:

S 47°14’14”E, 632.14 FEET;

S 88°43’41”E, 330.75 FEET;

S 64°15’48”E, 259.39 FEET TO THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 289, ALSO KNOWN AS PRESTON ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE S 00°36’04”E, 125.28 FEET, WITH SAID WEST RIGHT-OF-WAY, TO A TEXAS DEPARTMENT OF TRANSPORTATION WOOD POST, FOUND;

THENCE S 00°24’05”E, 366.47 FEET, CONTINUING WITH SAID WEST RIGHT-OF-WAY LINE TO A METAL FENCE POST FOUND AT THE SOUTHEAST CORNER OF AFOREMENTIONED TRACT 3, AND BEING THE NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED BY DEED TO J.ALTUS, INC., PROFIT SHARING TRUST, ET AL, RECORDED IN VOLUME 5870, PAGE 5025 SAID OFFICIAL PUBLIC RECORDS;

THENCE S 89°23’49”W, 1264.45 FEET, DEPARTING SAID WEST RIGHT-OF-WAY WITH THE NORTH LINE OF SAID ALTUS TRACT TO A 1/2 INCH IRON ROD, FOUND AT THE NORTHWEST CORNER OF SAID ALTUS TRACT AND BEING THE NORTHEAST CORNER OF AFOREMENTIONED KEERAN TRACT;

THENCE S 89°34’11”W, 1334.46 FEET WITH THE NORTH LINE OF SAID KEERAN TRACT, TO THE POINT OF BEGINNING AND CONTAINING 4,946,162 SQUARE FEET OR 113.548 ACRES OF LAND MORE OR LESS.



Land Use

The land within the TIRZ is currently vacant.

Method of Relocating Persons to be Displaced

It is not anticipated that any persons will be displaced or need to be relocated as result of implementing the TIRZ.

Zoning

The proposed TIRZ is zoned PD- Planned Development partially overlayed by the Preston Road Overlay District. It is not anticipated that there will be any changes to the zoning ordinance, the master plan of the municipality, building codes or other municipal ordinances as a result of the implementation of the TIRZ.

Zoning District Legend

AG - Agriculture District

SF-E - Single-Family Estate Residential District

SF-15 - Single-Family Residential District

SF-10 - Single-Family Residential District

SF-9 - Single-Family Residential District

SF-7.5 - Single-Family Residential District

OT-R - Old Town Residential District

PH - Patio Home Residential District

TH - Townhouse Residential District

2F - Two-Family Residential District

MF-1 - Multiple-Family Residential Medium Density District

MF-2 - Multiple-Family Residential High Density District

MH - Manufactured Home Park District

HD - Historic Downtown District

ONS - Office and Neighborhood Services District

MU-1 - Mixed Use Suburban District

MU-2 - Mixed Use Regional District

RO - Retail and Office District

C-1 - Retail District

C-2 - General Commercial District

B-1 - Rail Center Business District

B-2 - Employment Center Business District

B-3 - Technology Center Business District

B-4 - Business Center District

I-1 - Light Industrial District

I-2 - Heavy Industrial District

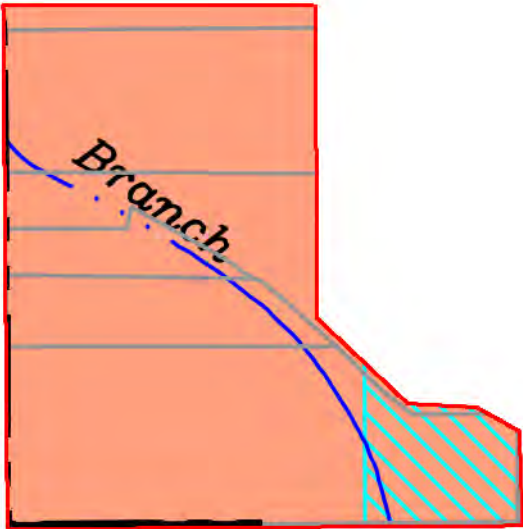
PD - Planned Development

Preston Road Overlay District (PRO)

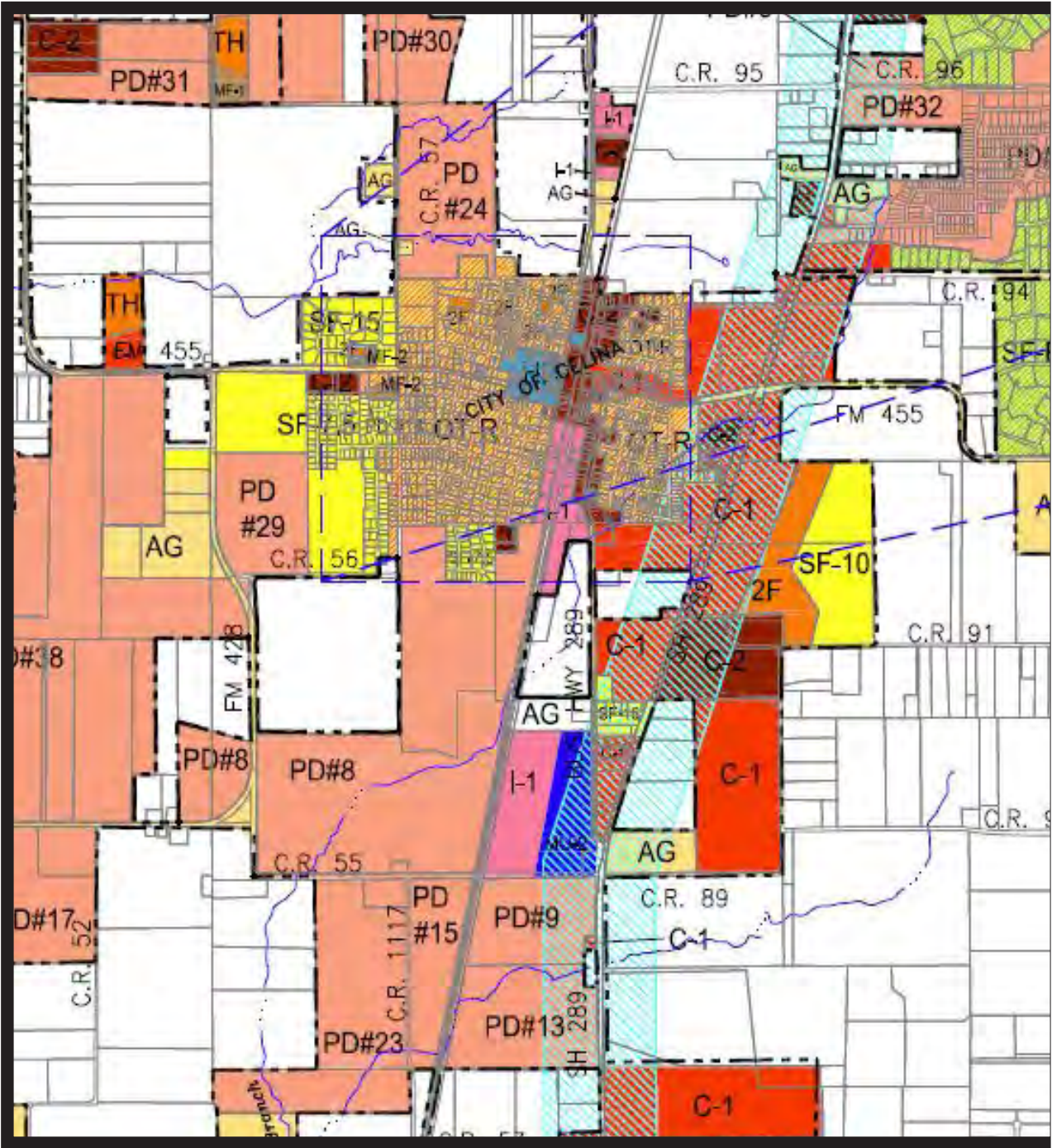
Special District / Development Agreement

Chapter 43 - Pre-Annexation Agreement

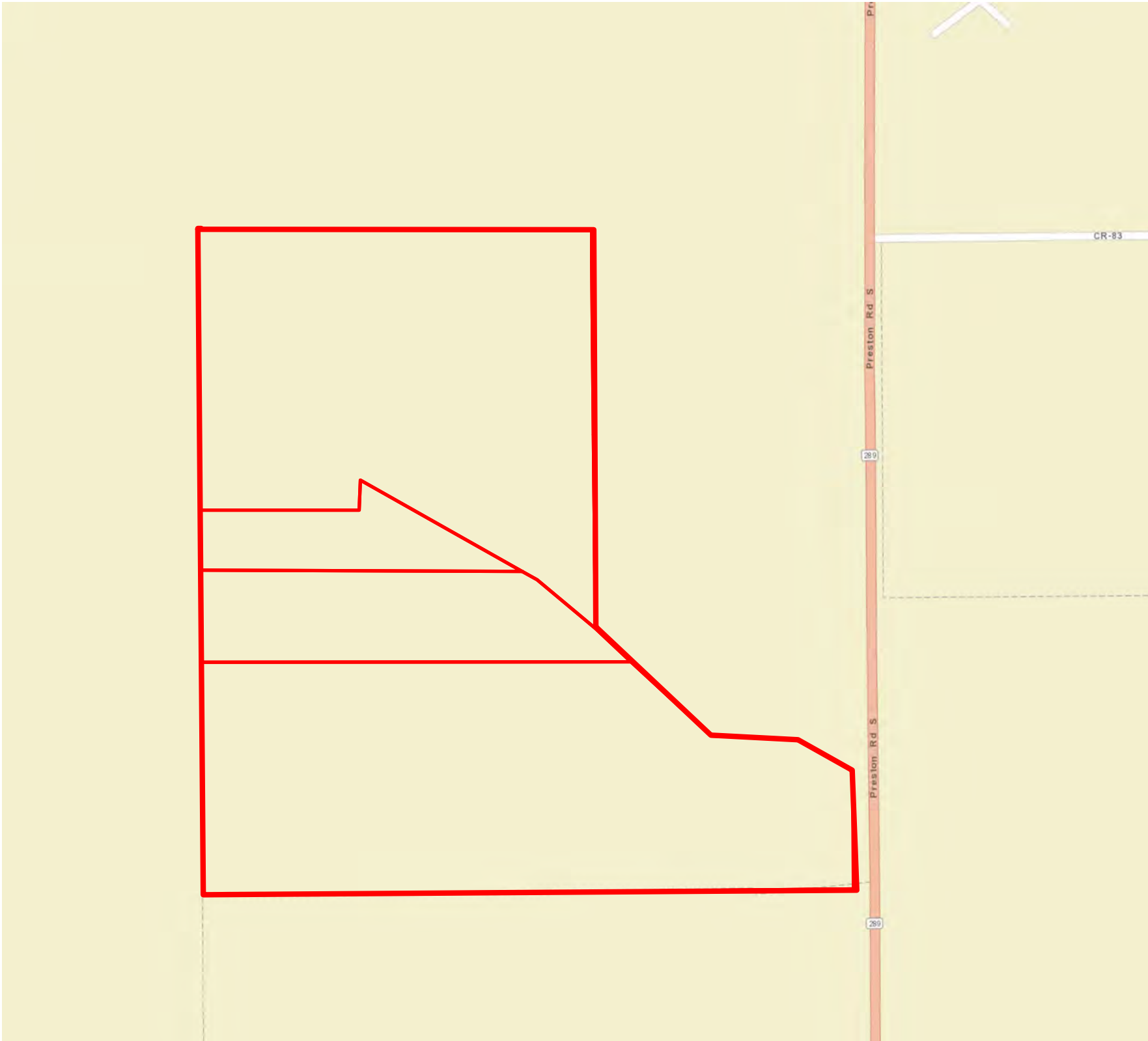
TIRZ #7



CENTRAL CELINA ZONING MAP



Attachment: PEP TIRZ 7 Ownsby Farms (Ordinance of CC approving TIRZ #7 (Ownsby Farms) Project & Financing Plan)



Current Ownership Information

There are 4 different parcels within TIRZ #7 that all have the same owner.

The TIRZ has a preliminary 2016 taxable base value of \$19,189.

For a full list of parcels included within the TIRZ see Exhibit A.

Chapter 311 of the Texas Tax Code

Sec. 311.002.

(1) “Project costs” means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. “Project costs” include:

(A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;

(B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;

(C) real property assembly costs;

(D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;

(E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;

(F) relocation costs;

(G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;

(H) interest before and during construction and for one year after completion of construction, whether or not capitalized;

(I) the cost of operating the reinvestment zone and project facilities;

(J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;

(K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and

(L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

Project Costs of the Zone

There are a number of improvements within Tax Increment Reinvestment Zone #7 that will be financed by in part by incremental real property tax generated within the TIRZ.

Project Costs	\$ 2,464,980
Capitalized Interest	\$ 431,202
Reserve Fund	\$ 359,335
Issuance Cost	\$ 337,832
TOTAL PAR DEBT	\$ 3,593,349
Par Debt	\$ 3,593,349
Amorization Costs (Interest)	\$ 4,374,701
GRAND TOTAL	\$ 7,968,050

The costs illustrated in the table above are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item.



Attachment: PFP TIRZ 7 Ownsby Farms (Ordinance of CC approving TIRZ #7 (Ownsby Farms) Project & Financing Plan)

Anticipated Development

There are several projects consisting of single-family residences anticipated to be developed within TIRZ #7. The table below provides an overview of potential developments that we believe will occur during the life of the TIRZ along with estimated project completion dates and anticipated stabilization years.

Anticipated Revenue Summary

Based upon the assumptions below, the anticipated gross revenue of TIRZ #7 over its 31 year life is \$7,968,050.

Tract	Name	Type	Acres	Lots	Delivery Year	Stabilization Year	Taxable Value PSF/Unit	Incremental Value	Sales PSF	Total Sales
Ownsby Farms										
1	50' x 120' Lots	SFR	TBD	265	2018	2022	\$299,000	\$79,235,000		
1	60' x 120' Lots	SFR	TBD	107	2018	2022	\$327,500	\$35,042,500		
	Total			372				\$111,612,500		



Attachment: PFP TIRZ 7 Ownsby Farms (Ordinance of CC approving TIRZ #7 (Ownsby Farms) Project & Financing Plan)

Method of Financing

To fund the public improvements outlined on the previous pages, it is anticipated that the City of Celina will contribute 34.60% of its real property increment.

City of Celina TIRZ #7 Participation Overview

REAL PROPERTY TAX		PARTICIPATION	
CITY OF CELINA	0.64500000	34.60%	0.2232000
COLLIN COUNTY	0.19224600	0%	0.0000000
COLLIN COLLEGE	0.07981000	0%	0.0000000
CELINA ISD	1.64000000	0%	0.0000000
	2.55705600		0.2232000

PERSONAL PROPERTY TAX		PARTICIPATION	
CITY OF CELINA	0.64500000	0%	0.0000000
COLLIN COUNTY	0.19224600	0%	0.0000000
COLLIN COLLEGE	0.07981000	0%	0.0000000
CELINA ISD	1.64000000	0%	0.0000000
	2.55705600		0.0000000

Sales Tax Rate	0.0200000	0.00%	0.0000000
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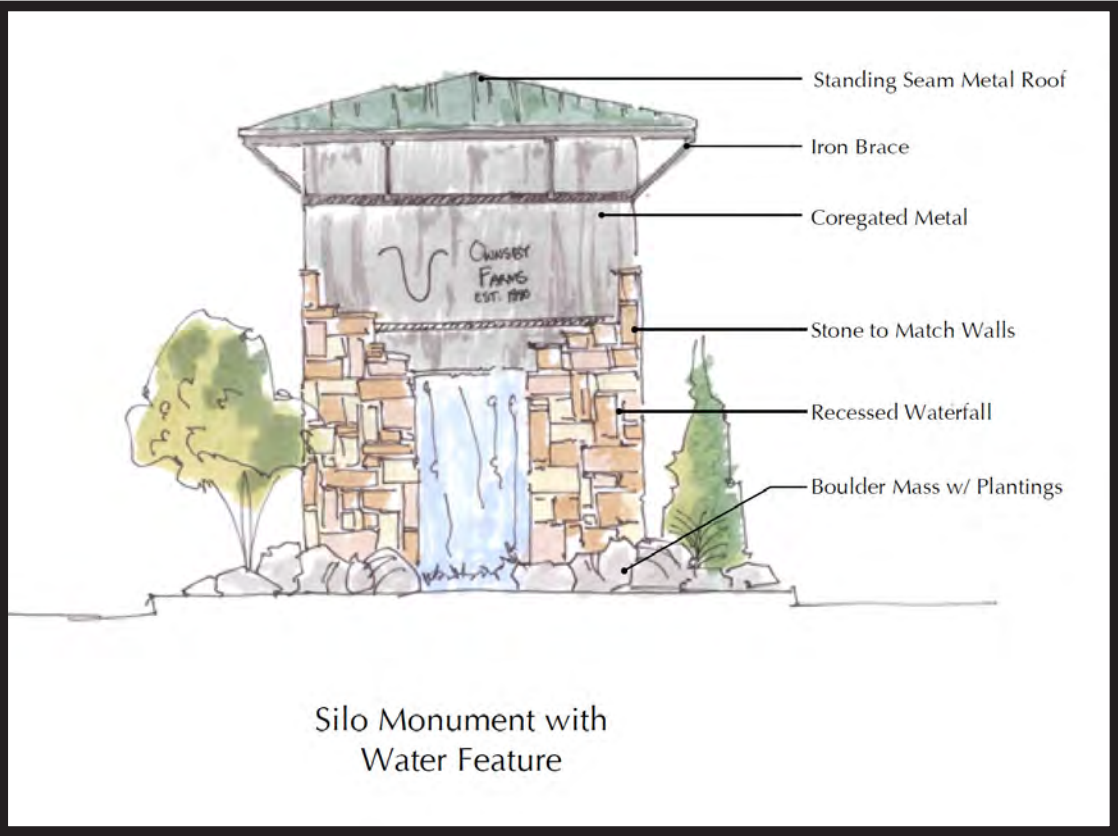
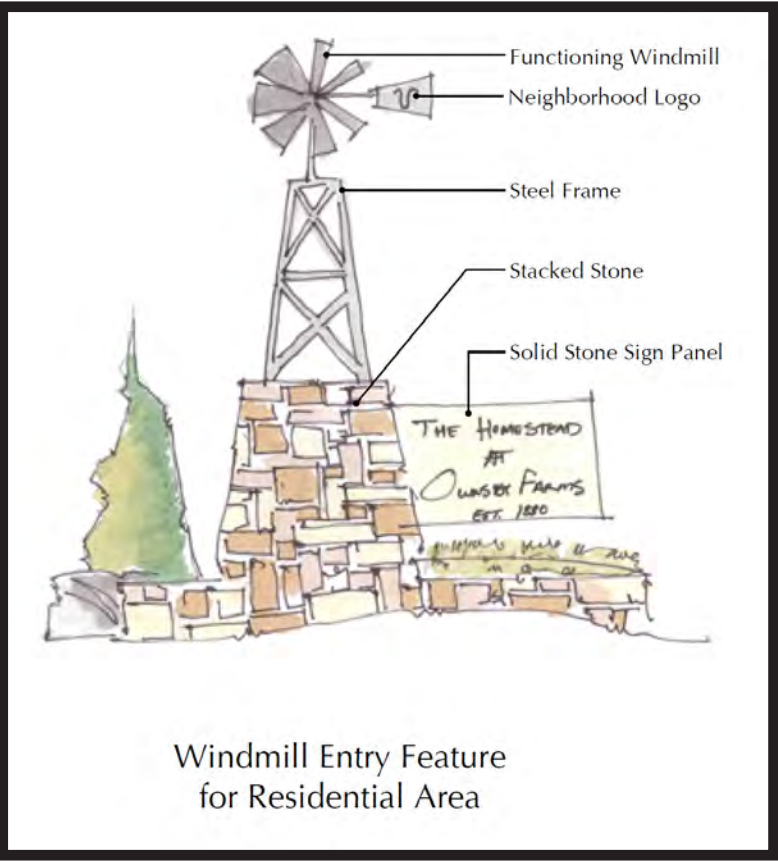
Debt Service

It is not anticipated at this time that the TIRZ will incur any bonded indebtedness.

Economic Feasibility Study

A taxable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TIRZ would receive based on the previously outlined developments. A summary overview of the anticipated development square footages, the anticipated sales per square foot and the anticipated taxable value per square foot can be found on the previous page.

The taxable value analysis shows the estimated captured appraised value of the zone during each year of its existence and the net benefits of the zone to each of the local taxing jurisdictions. Utilizing the information outlined in this feasibility study, we have found that the TIRZ is economically feasible and will provide the City with economic benefits that would not occur without its implementation.



TAX REVENUE PROJECTIONS & COST-BENEFIT ANALYSIS

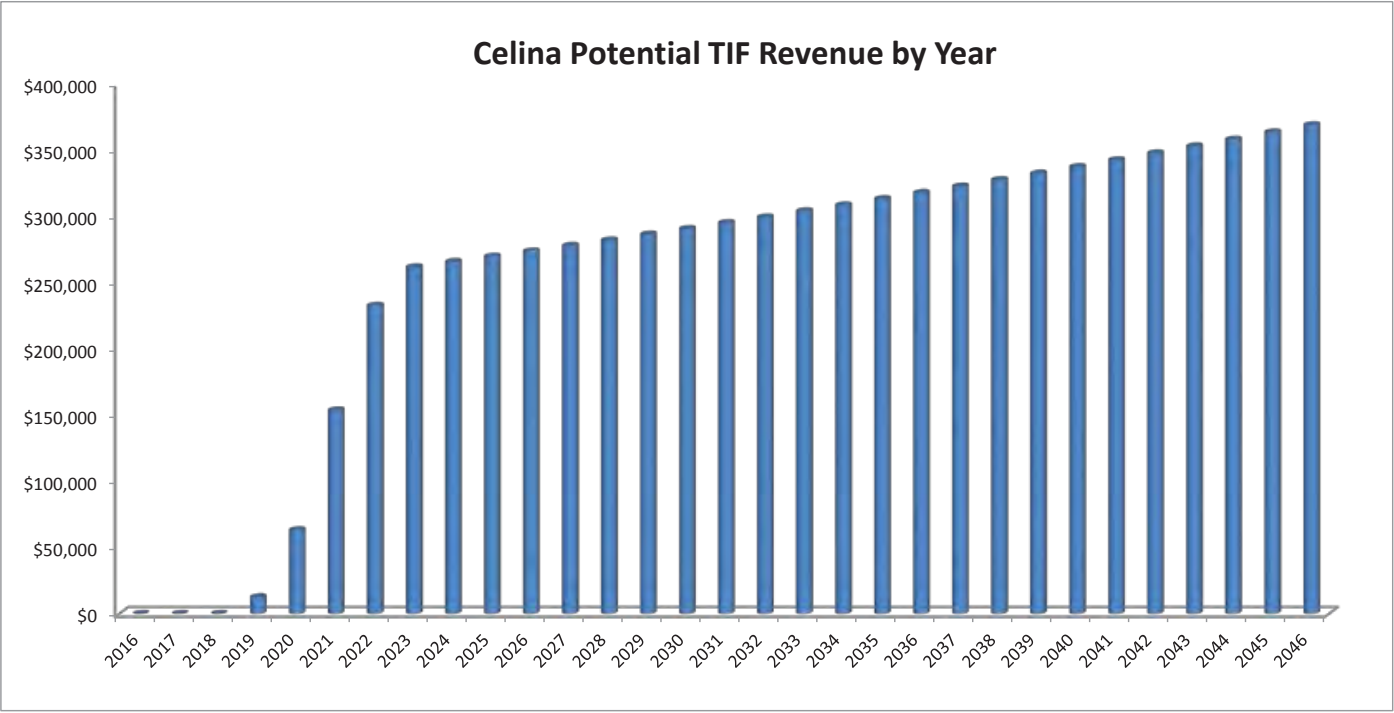
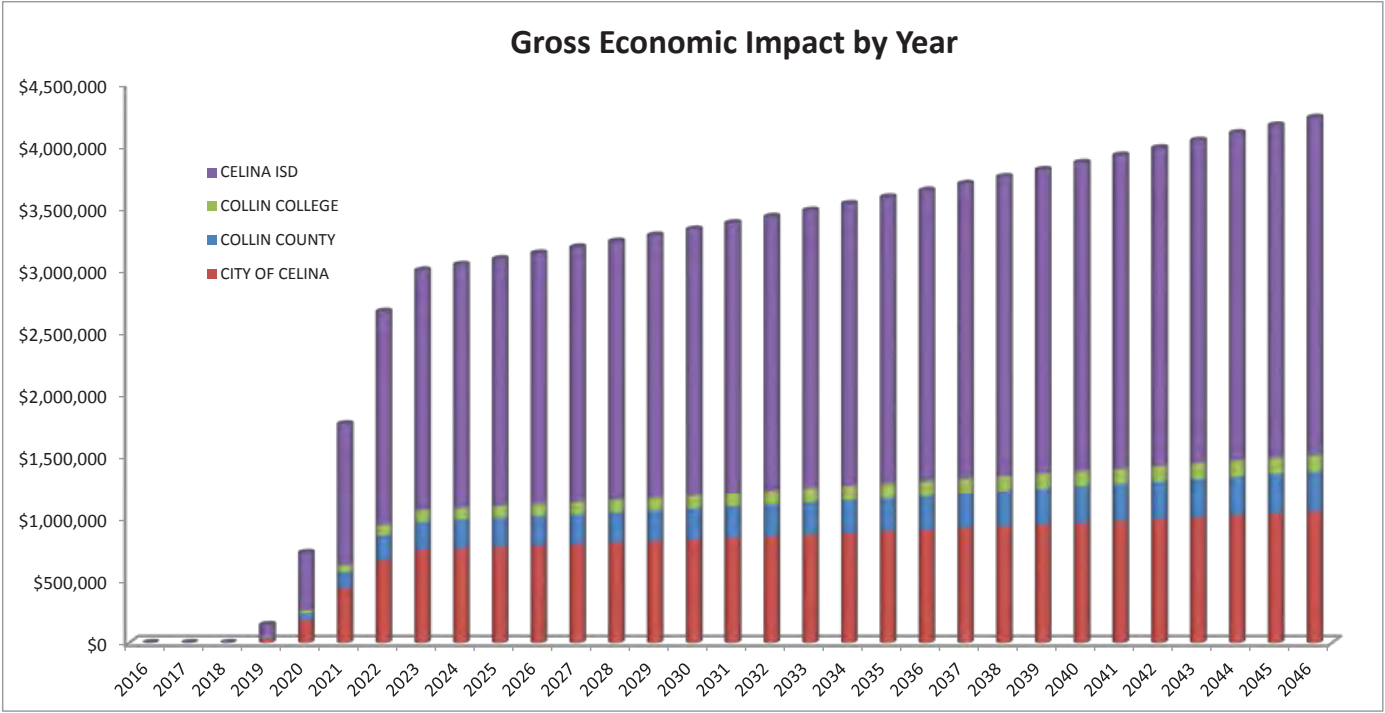
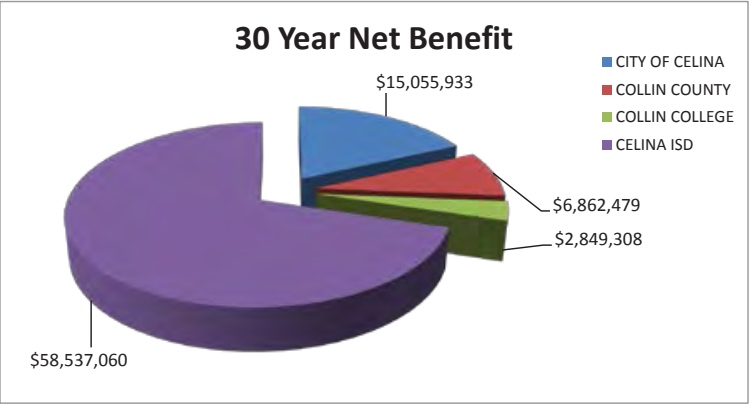
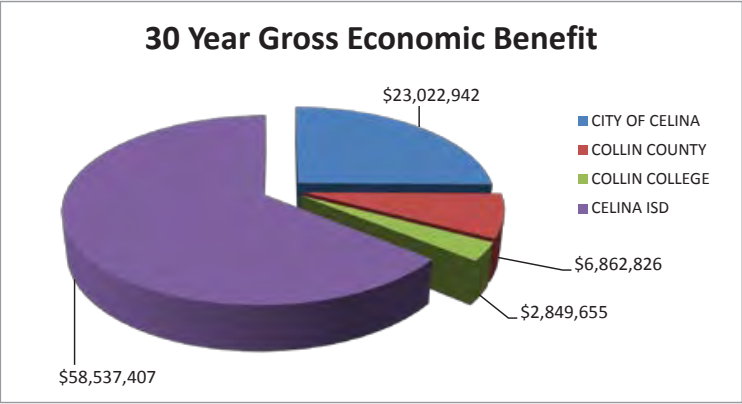
Calendar Year		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
TOTAL TAX REVENUE																		
		2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Home Sale Schedule	Total																	
50' x 120' Lots	265			13	53	93	80	27										
60' x 120' Lots	107			5	21	37	32	11										
	372																	
Taxable Value - Real Property																		
50' x 120' Lots	0	0	0	3,961,750	15,847,000	27,732,250	23,770,500	7,923,500	0	0	0	0	0	0	0	0	0	0
60' x 120' Lots	0	0	0	1,752,125	7,008,500	12,264,875	10,512,750	3,504,250	0	0	0	0	0	0	0	0	0	0
Cumulative Taxable Value	0	0	0	5,713,875	28,655,083	69,082,034	104,401,515	117,395,288	119,156,217	120,943,560	122,757,714	124,599,079	126,468,065	128,365,086	130,290,563	132,244,921	134,228,595	
REAL PROPERTY	Taxable Value	-	-	-	5,713,875	28,655,083	69,082,034	104,401,515	117,395,288	119,156,217	120,943,560	122,757,714	124,599,079	126,468,065	128,365,086	130,290,563	132,244,921	134,228,595
CITY OF CELINA	-	-	-	36,854	184,825	445,579	673,390	757,200	768,558	780,086	791,787	803,664	815,719	827,955	840,374	852,980	865,774	
COLLIN COUNTY	-	-	-	13,428	67,339	162,343	245,344	275,879	280,017	284,217	288,481	292,808	297,200	301,658	306,183	310,776	315,437	
COLLIN COLLEGE	-	-	-	4,683	23,486	56,620	85,567	96,217	97,660	99,125	100,612	102,121	103,653	105,208	106,786	108,388	110,014	
CELINA ISD	-	-	-	93,708	469,943	1,132,945	1,712,185	1,925,283	1,954,162	1,983,474	2,013,227	2,043,425	2,074,076	2,105,187	2,136,765	2,168,817	2,201,349	
Total	-	-	-	148,673	745,594	1,797,487	2,716,486	3,054,578	3,100,397	3,146,903	3,194,107	3,242,018	3,290,648	3,340,008	3,390,108	3,440,960	3,492,574	
SUMMARY																		
CITY OF CELINA	-	-	-	36,854	184,825	445,579	673,390	757,200	768,558	780,086	791,787	803,664	815,719	827,955	840,374	852,980	865,774	
COLLIN COUNTY	-	-	-	13,428	67,339	162,343	245,344	275,879	280,017	284,217	288,481	292,808	297,200	301,658	306,183	310,776	315,437	
COLLIN COLLEGE	-	-	-	4,683	23,486	56,620	85,567	96,217	97,660	99,125	100,612	102,121	103,653	105,208	106,786	108,388	110,014	
CELINA ISD	-	-	-	93,708	469,943	1,132,945	1,712,185	1,925,283	1,954,162	1,983,474	2,013,227	2,043,425	2,074,076	2,105,187	2,136,765	2,168,817	2,201,349	
Total	-	-	-	148,673	745,594	1,797,487	2,716,486	3,054,578	3,100,397	3,146,903	3,194,107	3,242,018	3,290,648	3,340,008	3,390,108	3,440,960	3,492,574	
PARTICIPATION																		
REAL PROPERTY	Taxable Value	-	-	-	5,713,875	28,655,083	69,082,034	104,401,515	117,395,288	119,156,217	120,943,560	122,757,714	124,599,079	126,468,065	128,365,086	130,290,563	132,244,921	134,228,595
CITY OF CELINA	-	-	-	12,753	63,958	154,191	233,024	262,026	265,957	269,946	273,995	278,105	282,277	286,511	290,809	295,171	299,598	
COLLIN COUNTY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
COLLIN COLLEGE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
CELINA ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total	-	-	-	12,753	63,958	154,191	233,024	262,026	265,957	269,946	273,995	278,105	282,277	286,511	290,809	295,171	299,598	
SUMMARY																		
CITY OF CELINA	-	-	-	12,753	63,958	154,191	233,024	262,026	265,957	269,946	273,995	278,105	282,277	286,511	290,809	295,171	299,598	
COLLIN COUNTY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
COLLIN COLLEGE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
CELINA ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total	-	-	-	12,753	63,958	154,191	233,024	262,026	265,957	269,946	273,995	278,105	282,277	286,511	290,809	295,171	299,598	
TOTAL TAX REVENUE - PARTICIPATION = NET BENEFIT																		
SUMMARY																		
CITY OF CELINA	-	-	-	24,101	120,867	291,388	440,366	495,173	502,601	510,140	517,792	525,559	533,442	541,444	549,566	557,809	566,176	
COLLIN COUNTY	-	-	-	13,428	67,339	162,343	245,344	275,879	280,017	284,217	288,481	292,808	297,200	301,658	306,183	310,776	315,437	
COLLIN COLLEGE	-	-	-	4,683	23,486	56,620	85,567	96,217	97,660	99,125	100,612	102,121	103,653	105,208	106,786	108,388	110,014	
CELINA ISD	-	-	-	93,708	469,943	1,132,945	1,712,185	1,925,283	1,954,162	1,983,474	2,013,227	2,043,425	2,074,076	2,105,187	2,136,765	2,168,817	2,201,349	
Total	-	-	-	135,919	681,636	1,643,296	2,483,461	2,792,552	2,834,440	2,876,957	2,920,111	2,963,913	3,008,372	3,053,497	3,099,300	3,145,789	3,192,976	

Attachment: PFP TIRZ 7 Ownsby Farms (Ordinance of CC approving TIRZ #7 (Ownsby Farms) Project & Financing Plan)

Attachment: PFP TIRZ 7 Ownsby Farms (Ordinance of CC approving TIRZ #7 (Ownsby Farms) Project & Financing Plan)

TIF Revenue Summary

Taxing Jurisdictions	Total Taxes Generated	Participation	Net Benefit
CITY OF CELINA	\$23,022,942	\$7,967,009	\$15,055,933
COLLIN COUNTY	\$6,862,826	\$347	\$6,862,479
COLLIN COLLEGE	\$2,849,655	\$347	\$2,849,308
CELINA ISD	\$58,537,407	\$347	\$58,537,060
Total	\$91,272,830	\$7,968,050	\$83,304,780



► *INPUT*

INFLATION RATE	1.50%
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DISCOUNT RATE	6.00%
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REAL PROPERTY TAX		PARTICIPATION	
CITY OF CELINA	0.64500000	34.60%	0.2232000
COLLIN COUNTY	0.23500000	0%	0.0000000
COLLIN COLLEGE	0.08196000	0%	0.0000000
CELINA ISD	1.64000000	0%	0.0000000
	2.60196000		0.2232000

PERSONAL PROPERTY TAX		PARTICIPATION	
CITY OF CELINA	0.64500000	0%	0.0000000
COLLIN COUNTY	0.23500000	0%	0.0000000
COLLIN COLLEGE	0.08196000	0%	0.0000000
CELINA ISD	1.64000000	0%	0.0000000
	2.60196000		0.0000000

Sales Tax Rate	0.0200000	0.00%	0.0000000
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Tract		TYPE	COMPLETION YEAR	STABILIZED YEAR	# UNITS	REAL PROPERTY	
						PER UNIT	TAX VALUE
1	50' x 120' Lots	SFR	2018	2022	265	\$ 299,000.00	\$ 79,235,000
1	60' x 120' Lots	SFR	2018	2022	107	\$ 327,500.00	\$ 35,042,500
TOTAL					372	114,277,500	

► *OUTPUT*

TOTAL TAX REVENUE		TOTAL	REAL PROPERTY	
CITY OF CELINA	26.3%	\$ 23,021,939	=	\$ 23,021,939
COLLIN COUNTY	3.3%	\$ 2,925,392	=	\$ 2,925,392
COLLIN COLLEGE	3.3%	\$ 2,925,392	=	\$ 2,925,392
CELINA ISD	67.0%	\$ 58,536,404	=	\$ 58,536,404
	100.0%	87,409,128		\$ 87,409,128
		100.0%		100.0%

TOTAL PARTICIPATION		TOTAL	REAL PROPERTY	
CITY OF CELINA	100.0%	\$ 7,966,662	=	\$ 7,966,662
COLLIN COUNTY	0.0%	\$ -	=	\$ -
COLLIN COLLEGE	0.0%	\$ -	=	\$ -
CELINA ISD	0.0%	\$ -	=	\$ -
	100.0%	\$ 7,966,662		\$ 7,966,662
		100.0%		100.0%

NET BENEFIT		TOTAL	REAL PROPERTY	
CITY OF CELINA	19.0%	\$ 15,055,278	=	\$ 15,055,278
COLLIN COUNTY	3.7%	\$ 2,925,392	=	\$ 2,925,392
COLLIN COLLEGE	3.7%	\$ 2,925,392	=	\$ 2,925,392
CELINA ISD	73.7%	\$ 58,536,404	=	\$ 58,536,404
	100.0%	\$ 79,442,466		\$ 79,442,466
				100.0%

ESTIMATE OF GENERAL IMPACT OF PROPOSED ZONE PROPERTY VALUES AND TAX REVENUES

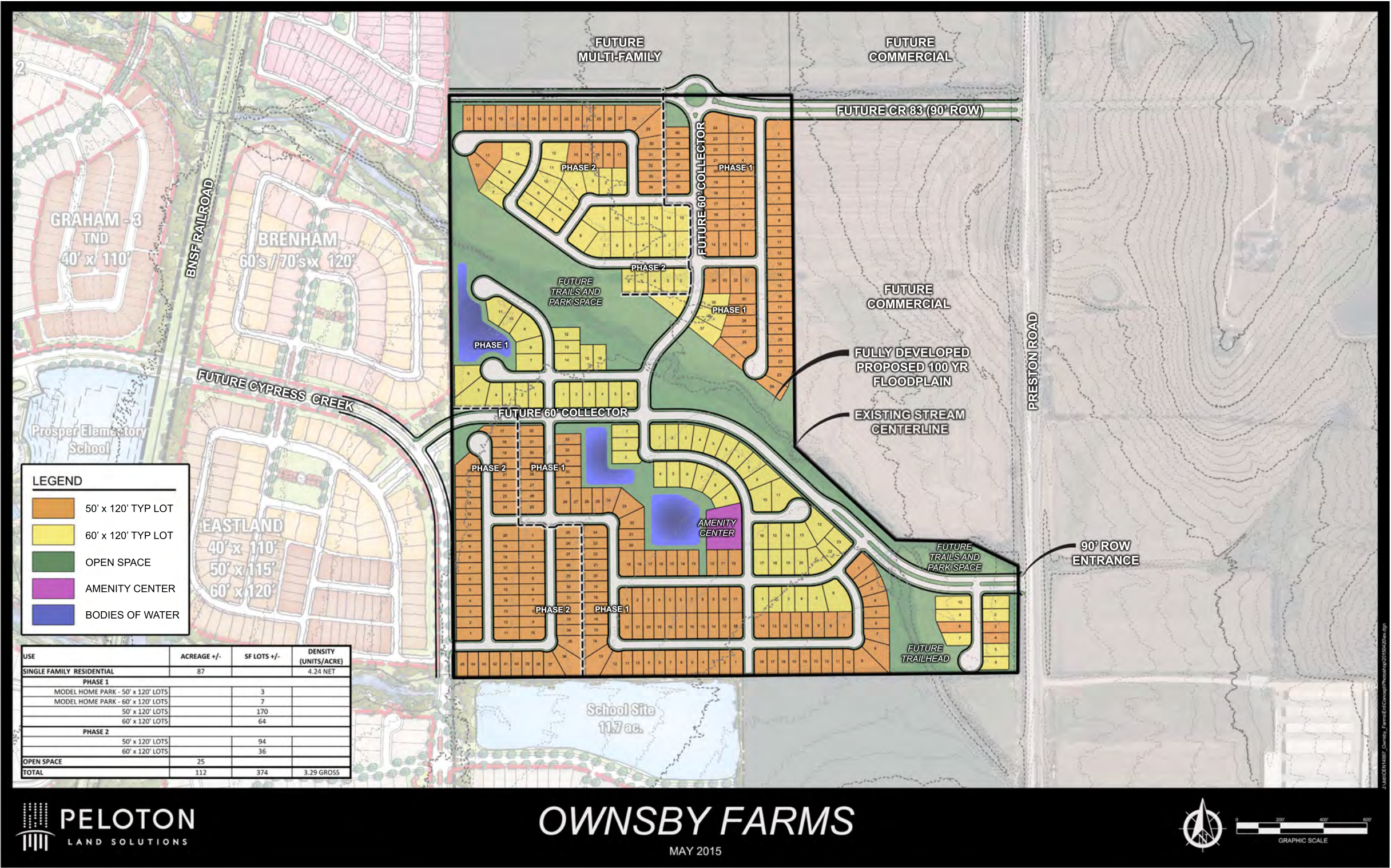
TAXABLE BASE YEAR GROWTH				1.50%															
DISCOUNT RATE				6.00%															
CITY OF CELINA COLLIN COUNTY COLLIN COLLEGE CELINA ISD	REAL PROPERTY TAX			CITY OF CELINA COLLIN COUNTY COLLIN COLLEGE CELINA ISD	BUSINESS PROPERTY TAX			SALES TAX											
	0.6450000	34.60%	0.2232000		0.6450000	0%	0.0000000	0.02000000	0.00%	0.00000000									
	0.1922460	0%	0.0000000		0.1922460	0%	0.0000000												
	0.0798100	0%	0.0000000		0.0798100	0%	0.0000000												
	1.6400000	0%	0.0000000		1.6400000	0%	0.0000000												
2.5570560			0.2232000			2.5570560			0.0000000										
REVENUE YEAR	BASE YEAR 2016	0 2016	1 2017	2 2018	3 2019	4 2020	5 2021	6 2022	7 2023	8 2024	9 2025	10 2026	11 2027	12 2028	13 2029	14 2030	15 2031	16 2032	17 2033
BASE YEAR																			
	CITY OF CELINA	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189
	COLLIN COUNTY	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189
	COLLIN COLLEGE	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189
	CELINA ISD	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189
TAXABLE VALUE																			
	CITY OF CELINA	19,189	19,477	19,769	20,066	20,367	20,672	20,982	21,297	21,616	21,941	22,270	22,604	22,943	23,287	23,636	23,991	24,351	24,716
	COLLIN COUNTY	19,189	19,477	19,769	20,066	20,367	20,672	20,982	21,297	21,616	21,941	22,270	22,604	22,943	23,287	23,636	23,991	24,351	24,716
	COLLIN COLLEGE	19,189	19,477	19,769	20,066	20,367	20,672	20,982	21,297	21,616	21,941	22,270	22,604	22,943	23,287	23,636	23,991	24,351	24,716
	CELINA ISD	19,189	19,477	19,769	20,066	20,367	20,672	20,982	21,297	21,616	21,941	22,270	22,604	22,943	23,287	23,636	23,991	24,351	24,716
TAXABLE VALUE INCREMENT																			
	CITY OF CELINA	0	288	580	877	1,178	1,483	1,793	2,108	2,427	2,752	3,081	3,415	3,754	4,098	4,447	4,802	5,162	5,527
	COLLIN COUNTY	0	288	580	877	1,178	1,483	1,793	2,108	2,427	2,752	3,081	3,415	3,754	4,098	4,447	4,802	5,162	5,527
	COLLIN COLLEGE	0	288	580	877	1,178	1,483	1,793	2,108	2,427	2,752	3,081	3,415	3,754	4,098	4,447	4,802	5,162	5,527
	CELINA ISD	0	288	580	877	1,178	1,483	1,793	2,108	2,427	2,752	3,081	3,415	3,754	4,098	4,447	4,802	5,162	5,527
REVENUE A																			
TAXABLE VALUE GROWTH																			
	CITY OF CELINA	0	1	1	2	3	3	4	5	5	6	7	8	8	9	10	11	12	12
	COLLIN COUNTY	0	1	1	2	3	3	4	5	5	6	7	8	8	9	10	11	12	12
	COLLIN COLLEGE	0	1	1	2	3	3	4	5	5	6	7	8	8	9	10	11	12	12
	CELINA ISD	0	1	1	2	3	3	4	5	5	6	7	8	8	9	10	11	12	12
		0	3	5	8	11	13	16	19	22	25	28	30	34	37	40	43	46	49
#1: OWNSBY FARMS																			
REAL PROPERTY TAX		0	0	0	5,713,875	28,655,083	69,082,034	104,401,515	117,395,288	119,156,217	120,943,560	122,757,714	124,599,079	126,468,065	128,365,086	130,290,563	132,244,921	134,228,595	136,242,024
	CITY OF CELINA	0	0	0	12,753	63,958	154,191	233,024	262,026	265,957	269,946	273,995	278,105	282,277	286,511	290,809	295,171	299,598	304,092
	COLLIN COUNTY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	COLLIN COLLEGE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	CELINA ISD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		0	0	0	12,753	63,958	154,191	233,024	262,026	265,957	269,946	273,995	278,105	282,277	286,511	290,809	295,171	299,598	304,092
REVENUE A, 1		0	3	5	12,761	63,969	154,204	233,040	262,045	265,978	269,971	274,023	278,136	282,310	286,547	290,848	295,214	299,644	304,142
Running Total		0	3	8	12,769	76,738	230,942	463,982	726,027	992,006	1,261,976	1,535,999	1,814,135	2,096,445	2,382,992	2,673,840	2,969,054	3,268,698	3,572,840
GROSS		7,968,050																	
		2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
	CITY OF CELINA	0	1	1	12,755	63,961	154,194	233,028	262,031	265,962	269,952	274,002	278,113	282,285	286,520	290,818	295,181	299,610	304,105
	COLLIN COUNTY	114	0	1	2	3	3	4	5	5	6	7	8	8	9	10	11	12	12
	COLLIN COLLEGE	114	0	1	2	3	3	4	5	5	6	7	8	8	9	10	11	12	12
	CELINA ISD	114	0	1	2	3	3	4	5	5	6	7	8	8	9	10	11	12	12
		341	0	3	12,761	63,969	154,204	233,040	262,045	265,978	269,971	274,023	278,136	282,310	286,547	290,848	295,214	299,644	304,142

REVENUE YEAR		18	19	20	21	22	23	24	25	26	27	28	29	30	TOTALS	
		2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046		
BASE YEAR																
	CITY OF CELINA	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189		
	COLLIN COUNTY	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189		
	COLLIN COLLEGE	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189		
	CELINA ISD	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189		
TAXABLE VALUE																
	CITY OF CELINA	25,087	25,463	25,845	26,232	26,626	27,025	27,431	27,842	28,260	28,684	29,114	29,551	29,994		
	COLLIN COUNTY	25,087	25,463	25,845	26,232	26,626	27,025	27,431	27,842	28,260	28,684	29,114	29,551	29,994		
	COLLIN COLLEGE	25,087	25,463	25,845	26,232	26,626	27,025	27,431	27,842	28,260	28,684	29,114	29,551	29,994		
	CELINA ISD	25,087	25,463	25,845	26,232	26,626	27,025	27,431	27,842	28,260	28,684	29,114	29,551	29,994		
TAXABLE VALUE INCREMENT																
	CITY OF CELINA	5,898	6,274	6,656	7,043	7,437	7,836	8,242	8,653	9,071	9,495	9,925	10,362	10,805		
	COLLIN COUNTY	5,898	6,274	6,656	7,043	7,437	7,836	8,242	8,653	9,071	9,495	9,925	10,362	10,805		
	COLLIN COLLEGE	5,898	6,274	6,656	7,043	7,437	7,836	8,242	8,653	9,071	9,495	9,925	10,362	10,805		
	CELINA ISD	5,898	6,274	6,656	7,043	7,437	7,836	8,242	8,653	9,071	9,495	9,925	10,362	10,805		
REVENUE A																
TAXABLE VALUE GROWTH																
	CITY OF CELINA	13	14	15	16	17	17	18	19	20	21	22	23	24	347	CITY OF CELINA
	COLLIN COUNTY	13	14	15	16	17	17	18	19	20	21	22	23	24	347	COLLIN COUNTY
	COLLIN COLLEGE	13	14	15	16	17	17	18	19	20	21	22	23	24	347	COLLIN COLLEGE
	CELINA ISD	13	14	15	16	17	17	18	19	20	21	22	23	24	347	CELINA ISD
		53	56	59	63	66	70	74	77	81	85	89	93	96	1,388	
#1: OWNSBY FARMS																
	REAL PROPERTY TAX	138,285,654	140,359,939	142,465,338	144,602,318	146,771,353	148,972,923	151,207,517	153,475,630	155,777,764	158,114,431	160,486,147	162,893,440	165,336,841		
	CITY OF CELINA	308,654	313,283	317,983	322,752	327,594	332,508	337,495	342,558	347,696	352,911	358,205	363,578	369,032	7,966,662	CITY OF CELINA
	COLLIN COUNTY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	COLLIN COUNTY
	COLLIN COLLEGE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	COLLIN COLLEGE
	CELINA ISD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	CELINA ISD
		308,654	313,283	317,983	322,752	327,594	332,508	337,495	342,558	347,696	352,911	358,205	363,578	369,032	7,966,662	
REVENUE A, 1		308,706	313,339	318,042	322,815	327,660	332,578	337,569	342,635	347,777	352,996	358,294	363,671	369,128	7,968,050	
Running Total		3,881,546	4,194,885	4,512,928	4,835,743	5,163,403	5,495,980	5,833,549	6,176,184	6,523,961	6,876,957	7,235,251	7,598,921	7,968,050		
GROSS																
		2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046		
	CITY OF CELINA	308,667	313,297	317,997	322,768	327,610	332,525	337,514	342,577	347,716	352,933	358,227	363,601	369,056	7,967,009	CITY OF CELINA
	COLLIN COUNTY	13	14	15	16	17	17	18	19	20	21	22	23	24	347	COLLIN COUNTY
	COLLIN COLLEGE	13	14	15	16	17	17	18	19	20	21	22	23	24	347	COLLIN COLLEGE
	CELINA ISD	13	14	15	16	17	17	18	19	20	21	22	23	24	347	CELINA ISD
		308,706	313,339	318,042	322,815	327,660	332,578	337,569	342,635	347,777	352,996	358,294	363,671	369,128	7,968,050	

ESTIMATE OF GENERAL IMPACT OF PROPOSED ZONE PROPERTY VALUES AND TAX REVENUES

		TAXABLE BASE YEAR GROWTH				1.50%				DISCOUNT RATE				6.00%														
		REAL PROPERTY TAX						BUSINESS PROPERTY TAX						SALES TAX														
CITY OF CELINA		0.6450000	100%	0.6450000	CITY OF CELINA		0.6450000	100%	0.6450000	CITY OF CELINA		0.6450000	100%	0.6450000	0.0200000		100.00%	0.0200000										
COLLIN COUNTY		0.1922460	100%	0.1922460	COLLIN COUNTY		0.1922460	100%	0.1922460	COLLIN COUNTY		0.1922460	100%	0.1922460														
COLLIN COLLEGE		0.0798100	100%	0.0798100	COLLIN COLLEGE		0.0798100	100%	0.0798100	COLLIN COLLEGE		0.0798100	100%	0.0798100														
CELINA ISD		1.6400000	100%	1.6400000	CELINA ISD		1.6400000	100%	1.6400000	CELINA ISD		1.6400000	100%	1.6400000														
		2.5570560			2.5570560			2.5570560			2.5570560																	
REVENUE YEAR		BASE YEAR	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17								
		2016	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033								
BASE YEAR																												
CITY OF CELINA		19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189								
COLLIN COUNTY		19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189								
COLLIN COLLEGE		19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189								
CELINA ISD		19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189								
TAXABLE VALUE																												
CITY OF CELINA		19,189	19,477	19,769	20,066	20,367	20,672	20,982	21,297	21,616	21,941	22,270	22,604	22,943	23,287	23,636	23,991	24,351	24,716	24,716								
COLLIN COUNTY		19,189	19,477	19,769	20,066	20,367	20,672	20,982	21,297	21,616	21,941	22,270	22,604	22,943	23,287	23,636	23,991	24,351	24,716	24,716								
COLLIN COLLEGE		19,189	19,477	19,769	20,066	20,367	20,672	20,982	21,297	21,616	21,941	22,270	22,604	22,943	23,287	23,636	23,991	24,351	24,716	24,716								
CELINA ISD		19,189	19,477	19,769	20,066	20,367	20,672	20,982	21,297	21,616	21,941	22,270	22,604	22,943	23,287	23,636	23,991	24,351	24,716	24,716								
TAXABLE VALUE INCREMENT																												
CITY OF CELINA		0	288	580	877	1,178	1,483	1,793	2,108	2,427	2,752	3,081	3,415	3,754	4,098	4,447	4,802	5,162	5,527	5,527								
COLLIN COUNTY		0	288	580	877	1,178	1,483	1,793	2,108	2,427	2,752	3,081	3,415	3,754	4,098	4,447	4,802	5,162	5,527	5,527								
COLLIN COLLEGE		0	288	580	877	1,178	1,483	1,793	2,108	2,427	2,752	3,081	3,415	3,754	4,098	4,447	4,802	5,162	5,527	5,527								
CELINA ISD		0	288	580	877	1,178	1,483	1,793	2,108	2,427	2,752	3,081	3,415	3,754	4,098	4,447	4,802	5,162	5,527	5,527								
REVENUE A																												
TAXABLE VALUE GROWTH																												
CITY OF CELINA		0	2	4	6	8	10	12	14	16	18	20	22	24	26	29	31	33	36	36								
COLLIN COUNTY		0	2	4	6	8	10	12	14	16	18	20	22	24	26	29	31	33	36	36								
COLLIN COLLEGE		0	2	4	6	8	10	12	14	16	18	20	22	24	26	29	31	33	36	36								
CELINA ISD		0	2	4	6	8	10	12	14	16	18	20	22	24	26	29	31	33	36	36								
		0	7	15	23	30	38	46	54	63	71	79	88	97	106	115	124	133	143	143								
#1: OWNSBY FARMS																												
REAL PROPERTY TAX		0	0	0	5,713,875	28,655,083	69,082,034	104,401,515	117,395,288	119,156,217	120,943,560	122,757,714	124,599,079	126,468,065	128,365,086	130,290,563	132,244,921	134,228,595	136,242,024	136,242,024								
CITY OF CELINA		0	0	0	36,854	184,825	445,579	673,390	757,200	768,558	780,086	791,787	803,664	815,719	827,955	840,374	852,980	865,774	878,761	878,761								
COLLIN COUNTY		0	0	0	10,985	55,088	132,807	200,708	225,688	229,073	232,509	235,997	239,537	243,130	246,777	250,478	254,236	258,049	261,920	261,920								
COLLIN COLLEGE		0	0	0	4,560	22,870	55,134	83,323	93,693	95,099	96,525	97,973	99,443	100,934	102,448	103,985	105,545	107,128	108,735	108,735								
CELINA ISD		0	0	0	93,708	469,943	1,132,945	1,712,185	1,925,283	1,954,162	1,983,474	2,013,227	2,043,425	2,074,076	2,105,187	2,136,765	2,168,817	2,201,349	2,234,369	2,234,369								
		0	0	0	146,107	732,727	1,766,466	2,669,605	3,001,863	3,046,891	3,092,595	3,138,983	3,186,068	3,233,859	3,282,367	3,331,603	3,381,577	3,432,300	3,483,785	3,483,785								
REVENUE A, 1		0	7	15	146,130	732,757	1,766,505	2,669,651	3,001,918	3,046,954	3,092,666	3,139,063	3,186,156	3,233,956	3,282,473	3,331,717	3,381,701	3,432,434	3,483,927	3,483,927								
Running Total		0	7	22	146,152	878,909	2,645,413	5,315,065	8,316,983	11,363,936	14,456,602	17,595,665	20,781,821	24,015,777	27,298,250	30,629,968	34,011,668	37,444,102	40,928,029	40,928,029								
GROSS		91,272,830																										
		2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2033								
CITY OF CELINA		8,659,474	0	2	4	36,860	184,833	445,589	673,401	757,213	768,573	780,104	791,807	803,686	815,743	827,981	840,403	853,011	865,808	878,797								
COLLIN COUNTY		2,581,237	0	2	4	10,990	55,096	132,817	200,719	225,701	229,089	232,527	236,017	239,559	243,154	246,803	250,507	254,267	258,082	261,955								
COLLIN COLLEGE		1,071,780	0	2	4	4,566	22,877	55,144	83,334	93,707	95,114	96,543	97,993	99,465	100,958	102,475	104,014	105,576	107,161	108,770								
CELINA ISD		22,017,382	0	2	4	93,713	469,951	1,132,955	1,712,196	1,925,296	1,954,178	1,983,492	2,013,246	2,043,447	2,074,100	2,105,214	2,136,794	2,168,848	2,201,382	2,234,405								
		34,329,873	0	7	15	146,130	732,757	1,766,505	2,669,651	3,001,918	3,046,954	3,092,666	3,139,063	3,186,156	3,233,956	3,282,473	3,331,717	3,381,701	3,432,434	3,483,927								

REVENUE YEAR		18	19	20	21	22	23	24	25	26	27	28	29	30	TOTALS	
		2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046		
BASE YEAR																
	CITY OF CELINA	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189		
	COLLIN COUNTY	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189		
	COLLIN COLLEGE	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189		
	CELINA ISD	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189	19,189		
TAXABLE VALUE																
	CITY OF CELINA	25,087	25,463	25,845	26,232	26,626	27,025	27,431	27,842	28,260	28,684	29,114	29,551	29,994		
	COLLIN COUNTY	25,087	25,463	25,845	26,232	26,626	27,025	27,431	27,842	28,260	28,684	29,114	29,551	29,994		
	COLLIN COLLEGE	25,087	25,463	25,845	26,232	26,626	27,025	27,431	27,842	28,260	28,684	29,114	29,551	29,994		
	CELINA ISD	25,087	25,463	25,845	26,232	26,626	27,025	27,431	27,842	28,260	28,684	29,114	29,551	29,994		
TAXABLE VALUE INCREMENT																
	CITY OF CELINA	5,898	6,274	6,656	7,043	7,437	7,836	8,242	8,653	9,071	9,495	9,925	10,362	10,805		
	COLLIN COUNTY	5,898	6,274	6,656	7,043	7,437	7,836	8,242	8,653	9,071	9,495	9,925	10,362	10,805		
	COLLIN COLLEGE	5,898	6,274	6,656	7,043	7,437	7,836	8,242	8,653	9,071	9,495	9,925	10,362	10,805		
	CELINA ISD	5,898	6,274	6,656	7,043	7,437	7,836	8,242	8,653	9,071	9,495	9,925	10,362	10,805		
REVENUE A																
TAXABLE VALUE GROWTH																
	CITY OF CELINA	38	40	43	45	48	51	53	56	59	61	64	67	70	1,003	CITY OF CELINA
	COLLIN COUNTY	38	40	43	45	48	51	53	56	59	61	64	67	70	1,003	COLLIN COUNTY
	COLLIN COLLEGE	38	40	43	45	48	51	53	56	59	61	64	67	70	1,003	COLLIN COLLEGE
	CELINA ISD	38	40	43	45	48	51	53	56	59	61	64	67	70	1,003	CELINA ISD
		152	162	172	182	192	202	213	223	234	245	256	267	279	4,011	
#1: OWNSBY FARMS																
	REAL PROPERTY TAX	138,285,654	140,359,939	142,465,338	144,602,318	146,771,353	148,972,923	151,207,517	153,475,630	155,777,764	158,114,431	160,486,147	162,893,440	165,336,841		
	CITY OF CELINA	891,942	905,322	918,901	932,685	946,675	960,875	975,288	989,918	1,004,767	1,019,838	1,035,136	1,050,663	1,066,423	23,021,939	CITY OF CELINA
	COLLIN COUNTY	265,849	269,836	273,884	277,992	282,162	286,394	290,690	295,051	299,477	303,969	308,528	313,156	317,853	6,861,823	COLLIN COUNTY
	COLLIN COLLEGE	110,366	112,021	113,702	115,407	117,138	118,895	120,679	122,489	124,326	126,191	128,084	130,005	131,955	2,848,653	COLLIN COLLEGE
	CELINA ISD	2,267,885	2,301,903	2,336,432	2,371,478	2,407,050	2,443,156	2,479,803	2,517,000	2,554,755	2,593,077	2,631,973	2,671,452	2,711,524	58,536,404	CELINA ISD
		3,536,042	3,589,082	3,642,918	3,697,562	3,753,026	3,809,321	3,866,461	3,924,458	3,983,325	4,043,075	4,103,721	4,165,276	4,227,756	91,268,819	
REVENUE A, 1		3,536,194	3,589,244	3,643,090	3,697,744	3,753,218	3,809,523	3,866,674	3,924,681	3,983,559	4,043,320	4,103,977	4,165,544	4,228,034	91,272,830	
Running Total		44,464,223	48,053,467	51,696,557	55,394,301	59,147,519	62,957,042	66,823,715	70,748,397	74,731,955	78,775,275	82,879,251	87,044,795	91,272,830		
GROSS																
		2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046		
	CITY OF CELINA	891,981	905,362	918,944	932,730	946,723	960,926	975,342	989,974	1,004,825	1,019,899	1,035,200	1,050,730	1,066,492	23,022,942	CITY OF CELINA
	COLLIN COUNTY	265,887	269,877	273,927	278,038	282,210	286,445	290,744	295,107	299,535	304,030	308,592	313,223	317,923	6,862,826	COLLIN COUNTY
	COLLIN COLLEGE	110,404	112,062	113,745	115,453	117,186	118,946	120,732	122,545	124,385	126,252	128,148	130,072	132,025	2,849,655	COLLIN COLLEGE
	CELINA ISD	2,267,923	2,301,943	2,336,474	2,371,523	2,407,098	2,443,206	2,479,856	2,517,056	2,554,814	2,593,138	2,632,037	2,671,519	2,711,594	58,537,407	CELINA ISD
		3,536,194	3,589,244	3,643,090	3,697,744	3,753,218	3,809,523	3,866,674	3,924,681	3,983,559	4,043,320	4,103,977	4,165,544	4,228,034	91,272,830	



Projects Cost Estimates:

All project costs listed in the project plan shall be considered estimates and shall not be considered a cap on expenditures.

Length of TIRZ #7 in Years:

The TIRZ has a 31-year term and is scheduled to end on December 31, 2047.

Powers and Duties of Board of Directors:

The Board shall have all powers granted to it by Chapter 311 of the Texas Tax Code, including powers of a municipality under Chapter 380, Local Government Code. The Board shall not be authorized to:

- issue bonds;
- impose taxes or fees;
- exercise the power of eminent domain;
- or
- give final approval to the Zone’s project and financing plan.

Account Number	GeoID	Owner	Owner Address	Legal Description	Situs	Acres	Exemption?	Land	Ag	Improvement	Total
962872	R-6167-003-0460-1	CADG OWNSBY FARMS LLC	1800 Valley View Ln Ste 300 Dallas, TX 75234-8945	ABSTRACT A0167 COLLIN COUNTY SCHOOL LAND #14 SURVEY, BLOCK 3, TRACT 46, ACRES 10.7000	Preston Rd S Celina, TX 75009	10.70	N	\$ 530,506	\$ 528,698	\$ -	\$ 1,808
962907	R-6167-003-0490-1	CADG OWNSBY FARMS LLC	1801 Valley View Ln Ste 300 Dallas, TX 75234-8945	ABSTRACT A0167 COLLIN COUNTY SCHOOL LAND #14 SURVEY, BLOCK 3, TRACT 49, ACRES 7.0000	Preston Rd S Celina, TX 75010	7.00	N	\$ 347,060	\$ 345,877	\$ -	\$ 1,183
962916	R-6167-003-0500-1	CADG OWNSBY FARMS LLC	1801 Valley View Ln Ste 300 Dallas, TX 75234-8945	ABSTRACT A0167 COLLIN COUNTY SCHOOL LAND #14 SURVEY, BLOCK 3, TRACT 50, ACRES 55.0860	Preston Rd S Celina, TX 75011	55.09	N	\$ 2,731,164	\$ 2,721,854	\$ -	\$ 9,310
2717764	R-6167-003-0860-1	CADG OWNSBY FARMS LLC	1801 Valley View Ln Ste 300 Dallas, TX 75234-8945	Abs A0167 Collin County School Land #14 Survey, Sheet 3, Tract 86, 40.762 Acres	Preston Rd S Celina, TX 75012	40.76	N	\$ 2,020,980	\$ 2,014,092	\$ -	\$ 6,888
						113.55		\$ 5,629,710	\$ 5,610,521		\$ 19,189

Attachment: PFP TIRZ 7 Ownsby Farms (Ordinance of CC approving TIRZ #7 (Ownsby Farms) Project & Financing Plan)



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jason Laumer, City Manager
CC: Jason Laumer, City Manager
Date: October 10, 2017
Re: <Insert Subject/RE Here>

Action Requested:

Consider and act upon an ordinance approving the Sutton Fields Tax Increment Reinvestment Zone Number Eight, City of Celina, Texas and Final Project and Finance Plan. (Sutton Fields) (DeBuff)

Background Information:

The proposed ordinance approves the list of projects for the development and the associated finance plan.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

The City's Financial Advisor has approved the proposed ordinance.

Legal Review:

The City's Land Use Attorney has approved the proposed ordinance.

Supporting Documents:

- Proposed Ordinance
- Sutton Fields Development Agreement
- TIRZ #8 Final Project and Finance Plan (FPFP)
- TIRZ #8 Board resolution approving FPFP

Staff Recommendation:

Staff Recommends Approval

CITY OF CELINA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING THE FINAL REINVESTMENT ZONE PROJECT PLAN AND FINANCING PLAN FOR REINVESTMENT ZONE NUMBER EIGHT, CITY OF CELINA, TEXAS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (hereinafter referred to as the “City”), pursuant to Chapter 311 of the Texas Tax Code, as amended (hereinafter referred to as the “Act”), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, pursuant to and as required by Section 311.003(b) of the Act, the governing body of the City (hereinafter referred to as the “City Council”) prepared a *Reinvestment Zone Number Eight, City of Celina, Texas, Preliminary Project and Finance Plan* dated September 12, 2017, for a proposed tax increment reinvestment zone containing the real property located 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 August 1, 2017, which date is not later than the seventh (7th) day before the public hearing opened on August 8, 2017 and was continued to and reconvened on September 12, 2017; and

WHEREAS, at the public hearing which opened on August 8, 2017, continued to September 12, 2017, and reconvened on September 12, 2017, interested persons were allowed to speak for or against the creation of the zone, the boundaries of the zone, and the concept of tax increment financing, and owners of property in the proposed zone were given a reasonable opportunity to protest the inclusion of their property in the zone; and

WHEREAS, after the public hearing closed on September 12, 2017, the City Council approved Ordinance No. 2017-49, establishing Reinvestment Zone Number Eight, City of Celina (herein after referred to as the “Zone”); and

WHEREAS, in compliance with the Act, the Board of Directors for the Zone has prepared, adopted, and recommends the City Council approve the Final Reinvestment Zone Project Plan and Financing Plan, a copy of which is attached hereto as **Exhibit A** (hereinafter referred to as the “Final Project and Financing Plan”); and

WHEREAS, pursuant to Section 311.011(b) of the Act, a final reinvestment zone project plan must include, (1) a description and map showing existing uses and conditions of real property in the zone and proposed uses of that property, (2) any proposed changes of zoning ordinances, the master plan of the municipality, building codes, other municipal ordinances, and subdivision rules and regulations, if any, of the county, (3) a list of estimated nonproject costs, and (4) a

statement of a method of relocating persons to be displaced, if any, as a result of implementing the plan; and

WHEREAS, pursuant to Section 311.011(c) of the Act, a final financing plan must include (1) a detailed list describing the estimated project costs of the zone, including administrative expenses, (2) a statement listing the proposed kind, number, and location of all public works or public improvements to be financed by the zone, (3) a finding that the plan is economically feasible and an economic study, (4) the estimated amount of bond indebtedness to be incurred, (5) the estimated time when related costs or monetary obligations are to be incurred, (6) a description of the methods of financing all estimated project costs and the expected sources of revenue to finance or pay project costs, including the percentage of tax increment to be derived from the property taxes of each taxing unit anticipated to contribute tax increment to the zone that levies taxes on real property in the zone, (7) the current total appraised value of taxable real property in the zone, (8) the estimated captured appraised value of the zone during each year of its existence, and (9) the duration of the zone; and

WHEREAS, the City Council hereby finds and determines that the adoption of this Ordinance, approving the Final Project and Financing Plan, a copy of which is attached hereto as **Exhibit A**, is in the best interests of the citizens of the City;

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

SECTION 1. FINDINGS. Each and every one of the recitals, findings, and determinations contained in the preamble to this Ordinance is incorporated into the body of this Ordinance as if fully set forth herein and are hereby found and declared to be true and correct legislative findings and are adopted as part of this Ordinance for all purposes.

SECTION 2. SUFFICIENCY. The Final Project and Financing Plan conforms with and satisfies all requirements set forth in Sections 311.011 of the Act. Specifically, the final reinvestment zone project plan includes, but is not limited to, (1) a description and map showing existing uses and conditions of real property in the zone and proposed uses of that property, (2) any proposed changes of zoning ordinances, the master plan of the municipality, building codes, other municipal ordinances, and subdivision rules and regulations, if any, of the county, (3) a list of estimated nonproject costs, and (4) a statement of a method of relocating persons to be displaced, if any, as a result of implementing the plan. The final financing plan includes, but is not limited to, (1) a detailed list describing the estimated project costs of the zone, including administrative expenses, (2) a statement listing the proposed kind, number, and location of all public works or public improvements to be financed by the zone, (3) a finding that the plan is economically feasible and an economic study, (4) the estimated amount of bond indebtedness to be incurred, (5) the estimated time when related costs or monetary obligations are to be incurred, (6) a description of the methods of financing all estimated project costs and the expected sources of revenue to finance or pay project costs, including the percentage of tax increment to be derived from the property taxes of each taxing unit anticipated to contribute tax increment to the zone that levies taxes on real property in the zone, (7) the current total appraised value of taxable real property in the zone, (8) the

estimated captured appraised valued of the zone during each year of its existence, and (9) the duration of the zone.

SECTION 3. FEASIBILITY. The City Council, pursuant to Section 311,011 of the Act, finds that the Final Project and Financing Plan is feasible.

SECTION 4. APPROVING FINAL PROJECT AND FINANCING PLAN. The City Council hereby approves the Final Project and Financing Plan, a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes. The Board of Directors for the Zone have prepared and adopted this Final Project and Financing Plan, and have submitted it to this City Council for approval.

SECTION 5. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or the application thereto to any persons or circumstances, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THIS THE 10TH DAY OF OCTOBER, 2017.

Chad Anderson, Mayor Pro-Tem

ATTEST:

Vicki Faulkner, City Secretary

APPROVED AS TO FORM:

Julie Fort, City Attorney for the City

Exhibit A
Final Reinvestment Zone Plan and Financing Plan

AMENDED AND RESTATED SUTTON FIELDS FACILITIES AND DEVELOPMENT AGREEMENT

This Amended and Restated Sutton Fields Facilities and Development Agreement (this “Agreement”) is entered into between the **CITY OF CELINA, TEXAS**, (the “City”), and **CADG Sutton Fields, LLC**, a Texas limited liability company (the “Developer”) (the City and the Developer individually, a “Party” and collectively, the “Parties”) to be effective June 13, 2017 (the “Effective Date”).

ARTICLE I RECITALS

WHEREAS, this Agreement amends and restates that particular Sutton Fields Facilities and Development Agreement between the City and the Developer dated November 2, 2015 (the “Original Agreement”); and

WHEREAS, certain terms used herein are defined in Article II; and

WHEREAS, the City is a home-rule municipality of the State of Texas; and

WHEREAS, the Developer is the entity that shall develop approximately 622.779 acres of real property located wholly within the city limits of the City, and which property is described by metes and bounds on Exhibit A and depicted on Exhibit B attached to this Agreement (“Property”); and

WHEREAS, all 622.779 acres of the Property is located in Denton County, Texas (the “County”); and

WHEREAS, approximately 494.883 acres of the Property (“Tract A”) was located within the city limits of the City on the effective date of the Original Agreement and approximately 127.883 acres of the Property (“Tract B”) was annexed into the City after the effective date of the Original Agreement, with such tracts now being wholly within the City limits and being depicted on Exhibit E; and

WHEREAS, CADG Sutton Fields II, LLC, an affiliate of Developer, purchased Tract B from Denton County 128, LLC, for the purpose of development, under that certain land real estate acquisition contract “Contract of Sale – Denton County 127 Acres” which closed on November 3, 2015; and

WHEREAS, pursuant to that certain Assignment of Sutton Fields Facilities and Development Agreement and Reimbursement Rights, dated November 4, 2015, CADG Sutton Fields II, LLC, assigned, transferred, and conveyed to the Developer, certain rights, obligations, interests, and reimbursements; and

WHEREAS, Tract B was annexed into the City limits on November 5, 2015; and

WHEREAS, on September 3, 2015, CADG Sutton Fields, LLC, a Texas limited liability company; owner of a majority of the real property (the “Petitioner”) petitioned the City for creation of a PID; and

WHEREAS, on October 13, 2015, after proper notice to all property owners in the proposed public improvement district, and a public hearing, the City created the Sutton Fields II Public Improvement District (the “PID”); 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 Parties now desire for the Property to receive water and sewer service from MSUD; and

WHEREAS, MSUD, the City, and the Developer entered into that certain Facilities Agreement (the “Facilities Agreement”) anticipated to be effective on or about June 13, 2017, wherein the Parties agreed that MSUD will provide retail water and sewer service to the Property; and

WHEREAS, MSUD wishes to provide retail water and sewer service to the Property; and

WHEREAS, the City and the Developer desire to amend and restate the Original Agreement to allow MSUD to provide retail water and sewer service to the Property; and

WHEREAS, the Developer plans to develop the Property as a residential development; and

WHEREAS, the Developer desires and intends to construct and/or make financial contributions to certain on-site and off-site public improvements to serve the development of the Property (“Authorized Improvements”), which Authorized Improvements are generally identified in Exhibit C; and

WHEREAS, it is the intent of the Parties that Tract A will be developed in accordance with City of Celina zoning Ordinance No. 2015-18 PD-52;

WHEREAS, it is the intent of the Parties that Tract B will be developed in accordance with City of Celina zoning Ordinance No. 2016-05 PD-62; and

WHEREAS, the Parties have determined that the financing of all or a portion of the costs of the Authorized Improvements necessary for the development of the Property, can be achieved

by means of Chapter 372, Texas Local Government Code, as amended, entitled the Public Improvement District Assessment Act ("PID Act"), as further described in Articles IV and VI;

WHEREAS, the Parties entered that certain Sutton Fields II Public Improvement District Neighborhood Improvement Area #1 Reimbursement Agreement, effective November 10, 2015 (the "Reimbursement Agreement"), to pay and reimburse the Developer for cost of Neighborhood Improvement Area #1 Improvements (as defined in the Reimbursement Agreement) paid from the Developer Improvement Account of the Project Fund (as defined in the Reimbursement Agreement), plus interest; and

WHEREAS, the Parties agree that due to the change in water and sewer service providers, an amount of \$2,225,000.00 for Authorized Improvement costs incurred in the construction of the Neighborhood Improvement Area #1 Improvements (as defined in the Reimbursement Agreement) is no longer needed and there is no obligation of the City to reimburse the Developer for any such costs; and

WHEREAS, the Parties agree that portions of the Authorized Improvements are also improvements that qualify as projects pursuant to the TIRZ Act, as listed in Exhibit D; and

WHEREAS, the Parties have determined that the financing of a portion of the costs of the Authorized Improvements can be achieved pursuant to the TIRZ Act of Chapter 311, Texas Tax Code, as amended, entitled the Tax Increment Financing Act , as further described in Article IX;

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 No. 4 Final Project and Reinvestment Zone Finance Plan adopted on November 10, 2015 (the "TIRZ Plan") shall be amended to reduce the City's participation rate, and to amend the TIRZ Projects and their costs; and

WHEREAS, the City agrees to create a TIRZ to encompass Neighborhood Improvement Areas #2-5 of the Property as described by a metes and bounds and depicted on Exhibit I to this Agreement; and

WHEREAS, the Service and Assessment Plan adopted on November 10, 2015, shall be updated to reflect this Agreement; and

WHEREAS, as Tract B was within the City's ETJ on the Effective Date, the Parties had the authority to enter into the Original Agreement pursuant to Section 212.171 *et seq* of the Texas Local Government Code; and

WHEREAS, the Parties intend that this Agreement is a development agreement as provided for by state law in Section 212.171 *et seq* of the Texas Local Government Code as it pertains to Tract B of Property; 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; and

WHEREAS, such managed growth and voluntary annexation will drive infrastructure investment and job creation, both of which will, in turn, have a multiplier effect that increases both the City's tax base and utility revenues.

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement and the agreement by the City to create and utilize the PID and TIRZ for the costs of Authorized Improvements, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed, the Parties agree as follows:

ARTICLE II **DEFINITIONS**

Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth. Other terms have the definitions indicated throughout this Agreement.

Administrative Expenses shall include, without limitation, expenses incurred in the establishment, administration, and operation of the PID and TIRZ.

Administrator means Municap, Inc., or any PID administrator hired by the City, who shall have the responsibilities provided in the Service and Assessment Plan, an Indenture, or any other agreement or document approved by the City related to the duties and responsibilities for the administration of the PID.

Agreement means this Amended and Restated Sutton Fields Facilities and Development Agreement.

Amenity Center shall mean the parcel required under this aAgreement to be constructed by the Developer and maintained by the HOA as shown in **Exhibit E**.

Assessment Company means an assessment firm acceptable to the City.

Assessment Ordinance means the ordinance approved by the City Council which levies assessments on the Property in accordance with the PID Act to pay for the costs of the Authorized Improvements set forth in the Service and Assessment Plan as well as the costs associated with the issuance of the PID Bonds, which provide a special benefit to the Property.

Assessment Roll means the Assessment Roll attached 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 updated to the Service and Assessment Plan, showing the total amount of the Assessment against each parcel assessed under the Service and Assessment Plan related to the Authorized Improvements.

Assessments means the assessment levied by the City Council pursuant to the Assessment Ordinance, which amounts are estimated on **Exhibit F**.

Authorized Improvements means water, sewer, drainage, and roadway facilities needed to serve the Property and to be constructed by or on behalf of the City, PID or TIRZ, including Road Improvements and Utility Improvements, as identified on **Exhibits C and D**.

Authorized Improvement Costs means the design, engineering, construction and inspection costs of the Authorized Improvements.

Bond Indenture means an indenture under which PID Bonds are issued.

Bond Ordinance means and refers to an ordinance the City Council may adopt that authorizes and approves the issuance and sale to a financial institution approved by the City of PID Bonds and provides for their security and payment, either under the terms of said ordinance or a related trust indenture.

Bond Security means Assessments levied against the Property by the City.

Budgeted Cost means with respect to any given Authorized Improvement, the estimated cost of such improvement as set forth in **Exhibit C**.

City means the City of Celina, a home-rule municipality located in Collin County and Denton County, Texas.

City Council means the City Council of the City.

City Regulation shall have the meaning set forth in Section 10.5.

Developer means the entity(ies) responsible for developing the Property in accordance with this Agreement.

Effective Date means the date upon which all of the Parties have approved and duly executed this Agreement.

End Buyer means any developer, builder, tenant, user, or occupant/owner of a Fully Developed and Improved Lot, including without limitation a builder who acquires a lot with the intent to construct a single-family residence on the lot.

Fully Developed and Improved Lot means any lot, regardless of proposed use, which is served by the Authorized Improvements and for which a final plat has been approved by the City and recorded in the real property records of the applicable county.

HOA means the Sutton Fields Homeowner's Association.

Home Buyer Disclosure Program means the disclosure program, administered by the Assessment Company as set forth in a document in the form of **Exhibit G**, that establishes a mechanism to disclose to each End Buyer the terms and conditions under which their lot is burdened by the PID.

Improvement Account of the Project Fund means the construction fund account into which Bond Proceeds are deposited and created under any Bond Indenture.

Landowner(s) means the Developer and additional owners of the Property.

Landowner Agreement means the agreement of all of the owners of the Property consenting to the form and terms of the PID Documents in a form substantially similar to **Exhibit H**, as approved by the City.

Neighborhood Improvement Area #1 shall include 515 lots and have the meaning set forth in the Service and Assessment Plan.

Neighborhood Improvement Area #1 Assessed Property shall have the meaning set forth in the Service and Assessment Plan.

Neighborhood Improvement Area #1 Bonds shall have the meaning set forth in the Service and Assessment Plan.

Neighborhood Improvement Area #2-5 shall have the meaning set forth in the Service and Assessment Plan.

Neighborhood Improvement Area #2-5 Assessed Property shall have the meaning set forth in the Service and Assessment Plan.

Neighborhood Improvement Area #2-5 Bonds shall mean bonds issued to fund Authorized Improvements (or a portion thereof) in Neighborhood Improvement Area #2-5. In connection with the Neighborhood Improvement Area #2-5 Bonds, Assessments will be levied only on parcels located within the particular neighborhood improvement area in question.

Notice means any notice required or contemplated by this Agreement (or otherwise given in connection with this Agreement).

Original Agreement shall have the meaning set forth in the recitals.

Party or Parties shall have the meaning in the introductory paragraph of this Agreement.

PID means a public improvement district created by the City for the benefit of the Property pursuant to the PID Act, known as the Sutton Fields II Public Improvement District.

PID Act means Chapter 372, Texas Local Government Code, as amended.

PID Bonds means the assessment revenue bonds or other obligations secured solely by the Bond Security.

PID Resolution means Resolution No. 2015-51R creating the PID.

Project Fund shall have the meaning set forth in the Bond Indenture.

Property means the real property described by metes and bounds in **Exhibit A** and depicted on **Exhibit B** attached hereto.

Road Improvements means roadway and related drainage facilities needed to serve the Property and to be constructed by the City or on behalf of the City, PID or TIRZ by the Developer.

Service and Assessment Plan means the PID Service and Assessment Plan, to be adopted by the City Council for the purpose of assessing allocated costs against property located within the boundaries of the PID having terms, provisions and findings approved and agreed to by the Developer and City, as required by this Agreement.

TIRZ means a Tax Increment Reinvestment Zone or zones created by the City pursuant to the TIRZ Act.

TIRZ Act means Chapter 311 of the Texas Tax Code, as amended.

TIRZ Board(s) means the board of directors of the TIRZ(s) established in accordance with the TIRZ Act.

TIRZ Documents mean the TIRZ project and finance plans, the TIRZ Ordinances, this Agreement, and the TIRZ tax participation agreements.

TIRZ Fund(s) means the fund(s) set up by the City when the TIRZ(s) are created, in order to receive the TIRZ funds in accordance with this Agreement, state law and the TIRZ Documents.

TIRZ No. 4 means the *Reinvestment Zone Number Four, City of Celina, Texas* created by City Council on November 5, 2015.

TIRZ Ordinance(s) means the ordinance(s) adopting the TIRZ(s).

TIRZ Projects mean those projects as described in **Exhibit D**, to be undertaken by the TIRZ(s).

Utility Improvements mean water and sewer facilities needed to serve the Property and to be constructed by the City or on behalf of the City, PID or TIRZ by the Developer.

ARTICLE III **PUBLIC IMPROVEMENT DISTRICT**

3.1 Creation. The PID petition was delivered to the City on September 3, 2015. The public hearing for the creation of a public improvement district for the Property occurred on October 13, 2015. The City, after proper public notice and public hearing, created the Sutton Fields II Public Improvement District on October 13, 2015.

3.2 Levy of Assessments. The City and the Assessment Company will prepare and the City will approve the Service and Assessment Plan providing for the levy of the Assessments on the Property. Promptly following preparation and approval of a Service and Assessment Plan

acceptable to the Developer and the City and subject to the City Council making findings that the Authorized Improvements confer a special benefit on the Property, the City Council shall consider an Assessment Ordinance. The City shall use its best efforts to initiate and approve all necessary documents and ordinances required to effectuate this Agreement, to create the PID, and to levy the Assessments. The Developer shall prepare the Service and Assessment Plan and develop the Property consistent with the terms of this Agreement. Nothing contained in this Agreement, however, shall be construed as creating a contractual obligation that controls, waives, or supplants the City Council's legislative discretion or functions.

3.3 Acceptance of Assessments and Recordation of Covenants Running with the Land. Concurrently with the levy of the Assessment, the Developer shall approve and accept in writing the levy of the Assessment and the Home Buyer Disclosure Program and shall cause to be recorded against all of the Property covenants running with the land that will bind any and all current and successor Developers and owners of the Property to pay the Assessment and any subsequent Assessments, with applicable interest and penalties thereon, as and when due and payable hereunder and that the purchasers of such land take their title subject to and expressly assume the terms and provisions of such Assessments and the liens created thereby.

ARTICLE IV **PUBLIC IMPROVEMENTS**

4.1 Authorized Improvements. The costs of Authorized Improvements listed on **Exhibit C** are estimates that are subject to change, shall be updated by the Developer and City consistent with the Service and Assessment Plan, the PID Act and the TIRZ Act, and shall reflect those public improvements on each approved final plat(s) for the Property as each final plat for each phase of the Property is approved by the City Council. The Authorized Improvement Costs and the timetable for installation of the Authorized Improvements will be reviewed annually by the Parties in an annual update of the Service and Assessment Plan adopted and approved by the City.

4.2 Construction, Ownership, and Transfer of Authorized Improvements.

(a) Construction Plans. The Developer shall prepare, or ensure the preparation of, plans and specifications for each of the Authorized Improvements and have them submitted to the City for approval in accordance with this section. The City shall have 30 business days from its receipt of construction and/or engineering plans, or any amendment to previously approved plans, to approve or deny the plans, which approval or denial shall be based on compliance with applicable rules, ordinances and regulations, or to provide comments back to the submitter of the plans.

(b) Contract Award. The Developer's engineers shall prepare, or ensure the preparation of, and provide all contract specifications and necessary related documents. All such documents shall be reviewed and approved, in writing, by the City prior to Developer selecting the contractor. The City shall have the right to examine and approve the contractor selected by the Developer prior to Developer executing a contract or change order with the contractor, which approval shall not be unreasonably delayed or withheld. The costs of construction, which are estimated on **Exhibit C**, shall be paid from the proceeds of PID Bonds in accordance with the Bond Indenture.

(c) Construction Standards and Inspection. The Authorized Improvements shall be constructed and inspected in accordance with applicable state law, City ordinances, building codes, the Bond Ordinance and other development requirements, including those imposed by any other governing body or entity with jurisdiction over the Authorized Improvements.

(d) Competitive Bidding. This Agreement and construction of the Authorized Improvements, including the TIRZ Projects, are anticipated to be exempt from competitive bidding pursuant to Texas Local Government Code Section 252.022(a)(9) and 252.022(a)(11) based upon current cost estimates. However, in the event that the actual costs for the Authorized Improvements do not meet the parameters for exemption from the competitive bid requirement, then either competitive bid or alternative delivery methods may be utilized by the City as allowed by law.

(e) Ownership of Water and Sewer Infrastructure. All of the water and sewer Authorized Improvements will be owned by MSUD upon acceptance of them by MSUD. The Developer agrees to take any action reasonably required by the City or MSUD to transfer or otherwise dedicate or ensure the dedication of easements for the water and sewer Authorized Improvements to MSUD and the public.

(f) Ownership of Non-Water and Non-Sewer Infrastructure. All of the non-water and non-sewer Authorized Improvements will be owned by the City upon acceptance of them by the City, or the HOA as applicable. The Developer agrees to take any action reasonably required by the City to transfer or otherwise dedicate or ensure the dedication of easements and/or right-of-way for the non-water and non-sewer Authorized Improvements to the City and the public.

4.3 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance of the water and sewer Authorized Improvements or any portion thereof, MSUD shall maintain and operate the accepted water and sewer infrastructure and provide water and sewer service to the Property.

(b) Upon inspection, approval, and acceptance of the roadway and storm water Authorized Improvements or any portion thereof, the City shall maintain and operate the roadways and storm water infrastructure listed in Exhibit C or any accepted portion thereof.

(c) The HOA shall maintain and operate the open spaces, community amenity center, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, drainage areas, detention areas and any other common improvements or appurtenances not maintained and operated by the City.

ARTICLE V ADDITIONAL OBLIGATIONS

5.1 Mandatory Homeowners Association. The Developer will create, in a manner acceptable to the City, a mandatory homeowner association (“HOA”), which HOA, whether one or more, shall be required to levy and collect from home owners annual fees in an amount calculated to maintain the open spaces, common areas, hike and bike trails located in common

areas, which will be open to the public, the Amenity Center,, right-of-way irrigation systems, raised medians and other right-of-way landscaping, detention areas, drainage areas and screening walls within the PID. Common areas including but not limited to all landscaped entrances to the PID and right-of-way landscaping shall be maintained solely by the HOA. Maintenance of public rights-of-way by the HOA shall comply with City Regulations and shall be subject to oversight by the City. The hike and bike trails shall be constructed and maintained in accordance with City Regulations and/or as approved by the City.

5.2 Park Fee. The Developer advanced an amount of \$2,000,000 as a Park Fee to the City at the closing of the PID Bonds for Neighborhood Improvement Area #1 and Neighborhood Improvement Areas #2-5, which amount is not a credit towards, and does not reduce, any park fees that may be owed under City ordinances.

5.3 Right(s) of Way, Municipal Site and Open Space. It is agreed that certain right(s) of way, a 15 acre municipal site and public open space to be sold to the City shall have a fair market value in excess of \$4,500,000 for approximately ninety acres. The City, at the closing of the first bond issuance, paid the Developer \$4,500,000 for the acquisition of certain right(s)-of-way (“ROW”), the 15 acre municipal site and open space located in Tract B concurrently with the closing of the PID Bonds for Neighborhood Improvement Area #1.

ARTICLE VI **PID BONDS**

6.1 PID Bond Issuance. The City intends to issue PID Bonds, in one or more series, solely for the purpose of financing the costs of the Authorized Improvements and related costs (including Administrative Expenses) and paying issuance costs and the cost of funding all reserves, accounts, and funds required by the applicable Bond Ordinance. The City shall not close the first PID Bond issue until the City Manager receives from Developer fully executed Landowner Agreements by the Developer and the Affiliate. The City and the Developer have determined and hereby agree that the estimated maximum aggregate principal amount of the Bonds will be \$85,000,000.00. The City staff will, from time to time, submit to the City Council agenda items to issue PID Bonds (in one issue or in a series of issues over the years) in an amount up to, but not to exceed, the estimated maximum initial aggregate principal amount of \$85,000,000.00 with up to a 30 year maturity. Notwithstanding the foregoing, the City’s obligation to issue PID Bonds is subject to the City’s review and approval of the Bond Security, and confirmation that the Assessments are reasonable relative to the market as determined by the City Council.

6.2 Bond Funds Deposited. Once any PID Bonds have been issued and the monies collected from the sale of any PID Bonds, those monies shall be applied in the following order of priority:

First, to pay the costs of issuance, including all reasonable costs and expenses of the City (including administrative expenses incurred prior to closing of the PID Bonds) not previously reimbursed by the Developer, and any fees and expenses of the bond trustee, bond counsel, and counsel to the trustee;

Second, to pay the costs of funding all reserves, accounts and funds required by the Bond Ordinance, including, but not limited to capitalize interest; and

Third, as a deposit into the Improvement Account of the Project Fund created under the Bond Indenture.

The Bond Indenture shall provide that after payments are made as set out above, the amounts on deposit in the Improvement Account of the Project Fund shall be applied first to pay for the other Authorized Improvements to the extent permitted by applicable law. Additionally, funding and reimbursement priorities may be set forth in a construction funding agreement. A construction funding agreement will be approved by the Parties before PID Bonds are issued.

6.3 Costs for Non-Bank Qualified Bonds. If in any calendar year (including 2015) the City issues bonds or other debt obligations that would constitute a bank qualified debt issuance but for the issuance of the PID Bonds or other bonds supporting public improvements for non-City owned development projects, including either bonds authorized by the TIRZ Act or bonds authorized by the PID Act, then the Developer shall pay to the City a fee (the “PID Bond Fee”) to compensate the City for the interest savings the City would have achieved had the debt issued by the City been bank qualified, provided that all other developers or owners benefitting from the City issuing debt are similarly burdened with an obligation to compensate the City. The PID Bond Fee of the Developer and all other developers or owners on whose behalf the City issues debt, will be calculated as follows:

The net present value (calculated based on the Internal Revenue Service bond yield as used to calculate the present value of debt savings for refunding bonds) of the interest rate savings that would have accrued to the City had it been able to issue bank qualified debt multiplied by a fraction, the numerator of which is the amount of debt issued by the City for any particular owner or developer (including the Developer, as applicable) and the denominator of which is the total debt issued by the City for the benefit of all owners or developers (including the Developer, as applicable).

To the extent any developer(s) or owner(s) (including the Developer, as applicable) has (have) paid the PID Bond Fee for any particular calendar year, any such PID Bond Fee paid subsequently by a developer or owner (including the Developer, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or owner(s) (including the Developer, as applicable) as necessary so as to put all developers and owners so paying for the same calendar year in the required payment proportion as set forth above, said reimbursement to be made by the City within ten (10) business days after its receipt of such subsequent payments of the PID Bond Fee.

If in any calendar year the City issues PID Bonds on its own account that exceed the amount that would otherwise qualify the City for the issuance of bank qualified debt, or if the City fails to charge the PID Bond Fee to any other developer or owner on whose behalf the City has issued debt, then no PID Bond Fee shall be due under this provision and if any PID Bond Fee had already been paid to the City under this provision, then such PID Bond Fee shall be reimbursed promptly to the Owner.

6.4 INDEMNIFICATION and HOLD HARMLESS. THE DEVELOPER 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 IMPROVEMENTS ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER’S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION OF THE PUBLIC IMPROVEMENTS; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE PUBLIC IMPROVEMENTS; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER’S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE PUBLIC IMPROVEMENTS OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE PUBLIC IMPROVEMENTS, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE SOLE OR PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE “CLAIMS”). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OF ANY INDEMNIFIED PARTY. DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE.

IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER’S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER’S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAIL TO RETAIN

COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND DEVELOPER SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES.

THIS SECTION 6.4 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST, AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.

6.5 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 IMPOSED BY THIS AGREEMENT.

(a) THE DEVELOPER ACKNOWLEDGES AND AGREES THAT:

(i) THE AUTHORIZED IMPROVEMENTS 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) ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE AMOUNT OF THE DEVELOPER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC IMPROVEMENTS IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE DEVELOPER'S ANTICIPATED IMPROVEMENTS AND DEVELOPER'S DEVELOPMENT PLACES ON THE CITY'S INFRASTRUCTURE.

(iii) ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE DEVELOPER HEREBY AGREES AND ACKNOWLEDGES, WITHOUT WAIVING CLAIMS RELATED SOLELY TO EXACTIONS NOT CONTEMPLATED BY THIS AGREEMENT, 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. ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, 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 AUTHORIZED IMPROVEMENTS.

(b) THIS SECTION 6.5 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE VII

INSPECTION AND PERMITTING

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

ARTICLE VIII

PAYMENT OF AUTHORIZED IMPROVEMENTS

8.1 Improvement Account of the Project Fund. On the date of issuance of any PID Bonds, the City shall establish the Improvement Account of the Project Fund in accordance with the applicable Bond Indenture. Any Improvement Account of the Project Fund shall be maintained as provided in the Bond Indenture and shall not be commingled with any other funds of the City. Any Improvement Account of the Project Fund shall be administered and controlled (including signatory authority) by the City and funds in the Improvement Account of the Project Fund shall be deposited and disbursed in accordance with the terms of the Bond Indenture. In the event of any conflict between the terms of this Agreement and the terms of the Bond Indenture relative to deposit and/or disbursement, the terms of the Bond Indenture shall control.

8.2 Cost Overrun. In advance of letting a contract for the Authorized Improvements, the Developer shall confirm that the cost for construction of such Authorized Improvements is generally consistent with the estimated cost provided on **Exhibit C**, as amended from time to time in accordance with Section 4.1. If the total cost of the Authorized Improvements in the aggregate exceeds the total amount of monies on deposit in the Improvement Account of the Project Fund, the Developer shall be solely responsible for the remainder of the costs of the Authorized Improvements and making additional deposits into the account of the Project Fund into which Developer funds received at closing are deposited.

8.3 Cost Underrun. Upon the final acceptance by City or MSUD of an original Authorized Improvement and payment of all outstanding invoices by Developer for such Authorized Improvement, if the Actual Cost of such Authorized Improvement is less than the Budgeted Cost, any remaining Budgeted Cost may be available to pay cost overruns, as described in Section 8.2, on any other Authorized Improvement.

8.4 Remainder of Funds in the Improvement Account of the Project Fund. If funds remain in the Improvement Account of the Project Fund after the completion of all Authorized Improvements and, the payment of all Authorized Improvements Costs, then such funds shall

thereafter be the exclusive property of the City and shall be used by the City for the purpose of paying or retiring the PID Bonds as provided in the Bond Indenture.

ARTICLE IX **TIRZ AND AGRICULTURAL EXEMPTION**

9.1 Agricultural Exemption. The City acknowledges that the Property may now have or may in the future have an agricultural, timber, or wildlife management use tax classification, and the City may not request removal of any such tax classification until PID Bonds are issued, notwithstanding any waiver of such exemption for other political subdivisions or public entities. However, to the extent that the City might otherwise be required under Texas Tax Code § 23.41 et seq. for other applicable law, including but not limited to Texas Local Government Code § 43.035 or offers to enter into a development agreement with a landowner granting immunity from annexation and/or containing other such restrictions this Agreement shall be deemed to have satisfied any such requirement.

9.2 Tax Increment Reinvestment Zone. The City will, on its own initiative and in compliance with the TIRZ Act, create one or more TIRZ(s) that will encompass the entire Property to offset PID Bonds on a parcel-by-parcel basis.

9.3 TIRZ No.4. The City Council approved the creation of TIRZ No. 4 on November 5, 2015. Per the TIRZ Plan, as amended, the City will contribute 13.22% of the City's ad valorem tax increment to fund improvements contained in the TIRZ project and finance plan.

9.4 Later TIRZ(s). Upon the request of the Developer, but not required to be by a petition described in Texas Tax Code Section 311.005(a)(4), the City may create a TIRZ to encompass the Neighborhood Improvement Areas #2-5 Assessed Property, as shown on Exhibit I, and provide for contribution of 7.76% of the City's ad valorem tax increment to fund improvements contained in the future TIRZ project and finance plan.

9.5 TIRZ Fund(s). On an annual basis, any remaining TIRZ Fund(s) balances, after paying all items required in the TIRZ project and finance plans will be released to the City's general fund.

ARTICLE X **ANNEXATION AND POST-ANNEXATION MATTERS**

10.1 Annexation. Tract B was annexed into the City limits on November 5, 2015.

10.2 Development of Tract A and Tract B. Tract A shall be developed in accordance with City of Celina zoning Ordinance No. 2015-18 PD-52. Tract B shall be developed in accordance with City of Celina zoning Ordinance No. 2016-05 PD-62.

10.3 Zoning of Property. Tract A is zoned by City of Celina zoning Ordinance No. 2015-18 PD-52. Tract B is zoned by City of Celina zoning Ordinance No. 2016-05 PD-62.

10.4 Phasing. The Parties acknowledge that the Property may be developed in phases.

10.5 Conflicts. In the event of any direct conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline, or other City adopted or City enforced requirement, whether existing on the Effective Date or hereinafter adopted (“City Regulation”), this Agreement, the City Regulation shall control for Tract A and Tract B.

10.6 Eminent Domain. Developer agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the Authorized Improvements. If, however, Developer is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of commencing efforts to obtain the needed easements and right of way, 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. Developer shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, compensation awards or negotiated amounts for the condemned property interest, 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 that for any reason are not funded by the proceeds of the PID Bond and shall 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 Authorized Improvements 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, Developer shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. Any unused escrow funds will be refunded to 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.

ARTICLE XI

TERM AND SUBSEQUENT ACKNOWLEDGEMENT

The term of this Agreement shall be fifteen (15) years after the Effective Date of the Original Agreement with an automatic extension of fifteen (15) years unless either Party makes a written objection (the “Term”) and the Term may be extended by mutual agreement by both Parties.

ARTICLE XII

EVENTS OF DEFAULT; REMEDIES

12.1 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 thirty (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. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within twenty (20) business days after it is due.

12.2 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.

ARTICLE XIII **ASSIGNMENT; ENCUMBRANCE**

13.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The obligations, requirements, or covenants to develop the Property in this Agreement shall be able to be assigned to any affiliate or related entity of the Developer, or any lien holder on the Property, without the prior written consent of the City and shall be considered an “Assignee”. The obligations, requirements or covenants to the development of the Property shall not be assigned by Developer to a non-affiliate or non-related entity of the Developer without the prior written consent of the City Manager of the City, which consent shall not be unreasonably withheld if the assignee demonstrates financial ability to perform. Any assignee approved by the City Manager of the City pursuant to the immediately preceding sentence shall be considered an “Assignee”. Any receivables due under this Agreement, any construction funding agreement, or any reimbursement agreement may be assigned by the Developer upon written notice to the City pursuant to Section 13.5 of this Agreement. An Assignee shall be considered a “Party” for the purposes of this Agreement.

13.2 Encumbrance by City. The City shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement without the Developer’s prior written consent.

13.3 Assignees as Parties. An Assignee approved or authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with Section 13.5 of 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 or upon obtaining an ownership interest in any part of the Property shall be deemed to be an owner 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. This Agreement and the obligations and liabilities arising under this Agreement shall be released automatically as to each End Buyer of a lot; provided, however, that no such conveyance of a lot shall release Developer from its obligations hereunder. Any third party, including without limitation any title company, grantee or lienholder, shall be entitled to rely on the existence or non-existence of a recorded affidavit to establish whether such termination has occurred as to a lot.

13.4 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.

13.5 Notice of Assignment. Notwithstanding anything to the contrary in this Agreement, the following requirements shall apply in the event that the Developer sells, assigns, transfers, or otherwise conveys the Property or any part thereof and/or any of its rights or benefits under this Agreement:

- (a) within thirty (30) days after the effective date of any such sale, assignment, transfer, or other conveyance, the Developer must provide written notice of same to the City;
- (b) the notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;
- (c) the notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer or other conveyance;
- (d) the notice must be signed by a duly authorized person representing the Developer and include a copy of an instrument whereby a duly authorized representative of the person or entity acquiring any rights or benefits as a result of the sale, assignment, transfer or other conveyance acknowledges and accepts such assignment and agrees to be bound by the terms of this Agreement.

ARTICLE XIV **RECORDATION AND ESTOPPEL CERTIFICATES**

14.1 Binding Obligations. This Agreement and all amendments thereto and assignments hereof shall be recorded in the deed record of Denton County. This Agreement binds and constitutes a covenant running with the Property and, upon the Effective Date, is binding upon the Developer and the City, and forms a part of any other requirements for development within the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property.

14.2 Estoppel Certificates. From time to time upon written request of the Developer or any future owner, and upon the payment of a \$1,500.00 fee to the City, the City Manager, or his/her designee will, in his official capacity and to his reasonable knowledge and belief, execute a written estoppel certificate identifying any obligations of an owner under this Agreement that are in default.

ARTICLE XV **ADDITIONAL PROVISIONS**

15.1 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.

15.2 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 transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within 24 hours after such transmission) or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:	Attn: City Manager City of Celina, Texas 142 N. Ohio Celina, Texas 75009
With a copy to:	Attn: Julie Fort Messer, Rockefeller, & Fort, PLLC 6371 Preston Road, Suite 200 Frisco, Texas 75034
And to:	Attn: Bond Counsel Robert Dransfield Norton Rose Fulbright US LLP 2200 Ross Avenue, Suite 3600 Dallas, Texas 75201-7932
To the Developer:	Attn: Mehrdad Moayed CADG Sutton Fields, LLC 1800 Valley View Lane, Suite 300 Farmers Branch, Texas 75234
With a copy to:	Attn: Clayton Snodgrass CADG Sutton Fields, LLC 1800 Valley View Lane, Suite 300 Farmers Branch, Texas 75234 Email: clayton@centurionamercian.com
And a copy to:	Attn: J. Prabha Cinclair Miklos Law, PLLC 1800 Valley View Lane, Suite 360 Farmers Branch, Texas 75234 Email: cinclair@mikloslegal.com

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.

15.3 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.

15.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

15.5 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 each 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.

15.6 Severability. 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, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

15.7 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 Denton County. Exclusive venue for any action to enforce or construe this Agreement shall be in the Denton County District Court.

15.8 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.

15.9 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.

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

Exhibit A	Metes and Bounds of the Property
Exhibit B	Depiction of the Property
Exhibit C	Authorized Improvements with their Estimated Costs
Exhibit D	Authorized Improvements that qualify as TIRZ Improvements
Exhibit E	Depiction of Tract A and Tract B
Exhibit F	PID Assessment Ordinance with Service and Assessment Plan
Exhibit G	Home Buyer Disclosure Program
Exhibit H	Landowner Agreement
Exhibit I	Metes and Bounds of Requested TIRZ including Neighborhood Improvement Areas #2-5

15.11 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of their respective governmental powers, immunities, or rights except as provided in this Section 15.11. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement.

15.12 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure, 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 the 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.

15.13 Complete Agreement. This Agreement embodies the entire Agreement between the Parties and cannot be varied or terminated except as set forth in this Agreement, or by written agreement of the City and Developer expressly amending the terms of this Agreement.

15.14 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

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

[signatures on following pages]

CITY OF CELINA

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

APPROVED AS TO FORM

 Name: Julie Fort
 Title: Attorney for the City

STATE OF TEXAS §
 §
 COUNTY OF DENTON §

This instrument was acknowledged before me on the __ day of _____, 2017 by _____ of the City of Celina, Texas on behalf of said City.

(SEAL)

 Notary Public, State of Texas

 Name printed or typed

Commission Expires:_____

DEVELOPER:

CADG Sutton Fields, LLC,
a Texas limited liability company

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

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

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

By: _____
Name: Mehrdad Moayed
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 2017 by Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of CADG Holdings, LLC, as Sole Member of CADG Sutton Fields, LLC, a Texas limited liability company on behalf of said company.

Notary Public, State of Texas

AFFILIATE:

CADG Sutton Fields II, LLC,
a Texas limited liability company

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

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

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

By: _____
Name: Mehrdad Moayed
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 2017 by Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of CADG Holdings, LLC, as Sole Member of CADG Sutton Fields II, LLC, a Texas limited liability company on behalf of said company.

Notary Public, State of Texas

Exhibit A
METES AND BOUNDS DESCRIPTION OF THE PROPERTY

LEGAL DESCRIPTION 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 1/2 inch iron rod found for corner, said iron rod being the northwest corner of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2007-53939 RPRDCT, and a southwest corner of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340 RPRDCT;

THENCE North 01°22'30" East, continuing with the east right-of-way line of FM No. 1385, a distance of 204.07 feet to a 1/2 inch iron rod found for corner, said iron rod being the northwest corner of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340 RPRDCT, and the southwest corner of the aforementioned tract of land described in deed to Tarsan Corporation recorded in Document No. 2002-108524, RPRDCT;

THENCE North 01°32'20" East, continuing with the east right-of-way line of FM No. 1385, a distance of 455.39 feet to a 1/2 inch iron rod found for corner;

THENCE North 01°55'54" East, continuing with the east right-of-way line of FM No. 1385, a distance of 446.59 feet to a 1/2 inch iron rod found for corner at the intersection of the east right-of-way line of FM No. 1385, and the approximate center of Crutchfield Road (undedicated public road), the northwest corner of said Tarsan Corporation tract, and the southwest corner of said Denton County 128 Development LLC tract;

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;

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 point 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 point 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 point 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 point 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 point 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 point 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 point 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 point 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 a point for corner located 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 point 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 point 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 point 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 point for corner located on said most easterly east line of said 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 31.07 feet to a point 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 630.84 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 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. Cospers and Jackie Cospers recorded in Volume 626, Page 706, RPRDCT, passing at a distance of 27.73 feet a 5/8 inch iron rod in concrete found, continuing in all, a distance of 267.98 feet to a 5/8 inch iron rod with plastic cap marked “PETITT-RPLS 4087” set for corner, from which a 5/8 inch iron rod in concrete found bears South 00°17’53” West, a distance of 2.99 feet;

THENCE South 89°25’59” West, with a south line of the Kim Family Living Trust tract, and the north line of the Cospers tract, a distance of 824.19 feet to a 1/2 inch iron rod found for corner;

THENCE South 00°39’57” East, with the west line of the Cospers tract, and an easterly line of the Kim Family Living Trust tract, passing at a distance of 244.64 feet a 1/2 inch iron rod found, continuing in all, a distance of 265.80 feet to a 1/2 inch iron rod found for corner at a southeast corner of Kim Family Living Trust tract, and also being located in the aforementioned approximate center of Parvin Road;

THENCE South 89°09’41” West, with the south line of the Kim Family Living Trust tract, and the approximate center of Parvin Road, passing at a distance of 411.81 feet a 1/2 inch iron rod found at the northeast corner of that certain tract of land described in deed to Swisher Partners, L.P. recorded in Document No. 2004-7927, RPRDCT, continuing in all, a distance of 462.41 feet to a 1/2 inch iron rod found for corner at the southeast corner of that certain tract of land described in deed to the City of Celina, Texas recorded in Document No. 2008-62468, RPRDCT;

THENCE North 00°41’57” West, with the east line of said City of Celina, Texas tract, a distance of 60.00 feet to a 5/8 inch iron rod with plastic cap marked “PETITT-RPLS 4087” set for corner;

THENCE South 89°18'56" West, with a north line of the City of Celina, Texas tract, and Parvin Road, a distance of

1107.30 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 00°41'04" West, leaving said north line of Parvin Road, a distance of 843.46 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 89°18'56" West, a distance of 815.06 feet to a 5/8 inch iron rod with plastic cap marked "PETITT- RPLS 4087" set for corner, said iron rod being located on an easterly line of said City of Celina, Texas tract, and the aforementioned east right-of-way line of FM No. 1385;

THENCE North 01°32'26" East, with said east right-of-way line of FM No. 1385 according to City of Celina, Texas tract deed, a distance of 350.05 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 89°22'47" East, leaving the east right-of-way line of FM No. 1385, and with the north line of the aforementioned tract of land described in deed to Frisco Industrial Partners recorded in Document No. 2008-66233, RPRDCT, and the south line of that certain tract of land described in deed to Anna Liz Hong recorded in Document No. 2014-15601, RPRDCT, a distance of 1908.52 feet to a 5/8 inch iron rod with plastic cap marked "PETITT- RPLS 4087" set for corner;

THENCE North 00°41'47" West, with the east line of said Anna Liz Hong tract, and the most westerly line of the aforementioned Kim Family Living Trust tract, a distance of 1546.84 feet to an old wood corner post found for corner, from which a 5/8 inch iron rod found bears South 16°28'53" West, a distance of 1.57 feet;

THENCE North 00°24'23" West, with the west line of the aforementioned Mike A. Myers Investment Holdings,

L.P. tract recorded in Document No. 2005-33384, RPRDCT, passing at a distance of 479.75 feet a 5/8 inch iron rod found at the southeast corner of that certain tract of land described in deed to Lee A. Brown recorded in Document No. 2003-122624, RPRDCT, continuing with said west line of the Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT, and the east line of said Lee A. Brown tract, in all, a total distance of 951.64 feet to a 5/8 inch iron rod found for corner at the southeast corner of the aforementioned Countryview Addition;

THENCE North 00°07'02" West, continuing with the west line of the Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT, and the east line of said Countryview Addition, a distance of 588.61 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner, from which a 1/2 inch iron rod found bears South

89°26'31" West, a distance of 1.51 feet;

THENCE South 89°18'14" West, with the south line of the aforementioned Mike A. Myers Investment Holdings,

L.P. tract recorded in Document No. 2005-93340, RPRDCT, a distance of 1301.63 feet to a 1/2 inch iron rod found for corner at the most southerly southwest corner of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340 RPRDCT, and the southeast corner of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2007-53939 RPRDCT;

THENCE South 89°15'45" West, with the south line of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2007-53939 RPRDCT, a distance of 522.72 feet to the POINT OF BEGINNING of herein described tract of land containing an area of 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.

Exhibit B DEPICTION OF THE PROPERTY

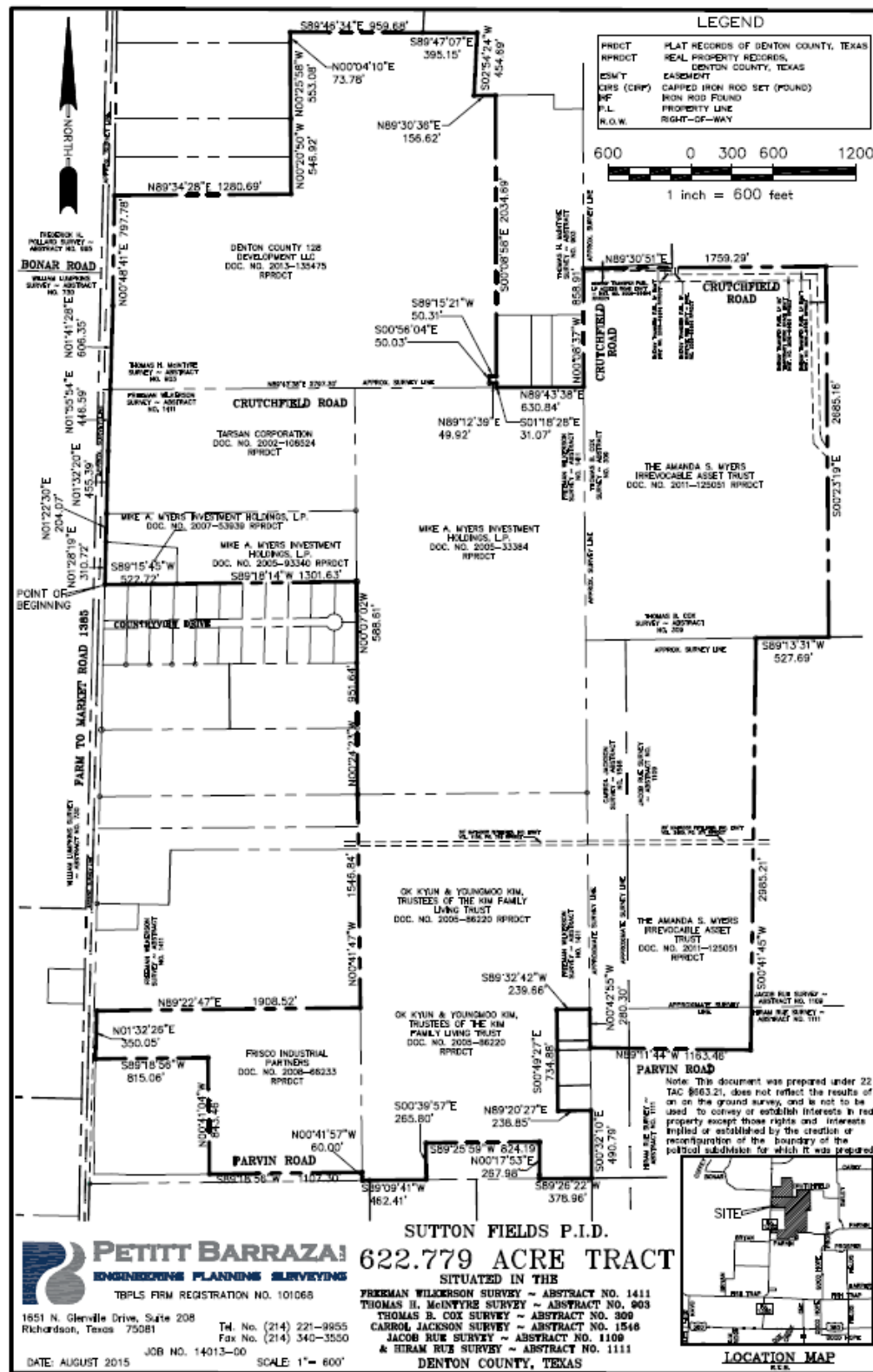


Exhibit C

AUTHORIZED IMPROVEMENTS WITH THEIR ESTIMATED COSTS

THIS ESTIMATE HAS BEEN COMPLETED ON LIMITED INFORMATION AND SHOULD BE USED FOR PROJECT EVALUATION. PRIOR TO MAKING FINANCIAL COMMITMENTS BASED ON THIS ESTIMATE, THESE NUMBERS SHOULD BE VERIFIED BY PETITT BARRAZA LLC.

PROJECT NAME:	SUTTON FIELDS	ACREAGE:	622.779	NO. OF LOTS:	2294
SUMMARY:	Full Development	CREATED:	9/21/2015	BY:	CDH
CITY:	Celina	REVISED:	9/23/2015	CHECKED:	AB
JOB NUMBER:	14013-00	REVISED:	10/7/2015	ROADWAY LF:	118,825
UTIL. PROVIDER:	City	REVISED:	6/7/2017	FILE NAME:	Concept 25

	DIRECT HARD COST	DEVELOPER HARD COST	DIRECT SOFT COST	DEVELOPER SOFT COST	TOTAL COST	BY LOT
TOTAL DEVELOPMENT COSTS	\$ 54,801,666	\$ 30,560,976	\$ 7,935,900	\$ 2,385,905	\$ 95,679,446	\$ 41,709

ON-SITE IMPROVEMENTS SUMMARY	PID DIRECT HARD COST	DEVELOPER HARD COST	PID SOFT COST	DEVELOPER SOFT COST	TOTAL COST	BY LOT
A. SITE PREPARATION	\$ 5,900,096	\$ -	\$ 596,875	\$ -	\$ 6,496,971	\$ 2,832
A1. LOT PREPARATION	\$ -	\$ 6,652,600	\$ -	\$ 821,570	\$ 7,474,170	\$ 3,258
B. WATER SYSTEM	\$ 4,616,139	\$ -	\$ 647,657	\$ -	\$ 5,263,796	\$ 2,295
C. SANITARY SEWER SYSTEM	\$ 5,179,033	\$ -	\$ 767,562	\$ -	\$ 5,946,595	\$ 2,592
D. STORM DRAINAGE SYSTEM	\$ 6,882,000	\$ -	\$ 1,082,120	\$ -	\$ 7,964,120	\$ 3,472
E. ROADWAY IMPROVEMENTS	\$ 13,679,657	\$ -	\$ 1,498,633	\$ -	\$ 15,178,290	\$ 6,617
F. PERFORMANCE & MAINTENANCE BONDS			\$ 5,000			
G. RETAINING WALLS	\$ -	\$ 2,991,376	\$ -	\$ 589,029	\$ 3,580,405	\$ 1,561
H. FRANCHISE UTILITIES	\$ -	\$ 4,588,000	\$ -	\$ -	\$ 4,588,000	\$ 2,000
I. DEVELOPER'S CITY DEVELOPMENT FEES	\$ -		\$ -	\$ 975,306	\$ 975,306	\$ 425
TOTAL ON-SITE COSTS	\$ 36,256,926	\$ 14,231,976	\$ 4,597,846	\$ 2,385,905	\$ 57,467,652	\$ 25,051

Exhibit D
AUTHORIZED IMPROVEMENTS THAT QUALIFY AS TIRZ IMPROVEMENTS

Project Costs

Description	Total Cost
Municipal site	\$1,000,000
Park Contribution	\$2,000,000
Roadway Improvements- Crutchfield	\$795,377
Bond issuance costs	\$1,174,331
Total Project Costs	\$4,969,708

Projects Costs for TIRZ #4	35.5%	\$1,764,868
Projects Costs for TIRZ #8	64.5%	\$3,204,840
Total Project Costs		<u>\$4,969,708</u>

**Exhibit E
DEPICTION OF TRACT A AND TRACT B**

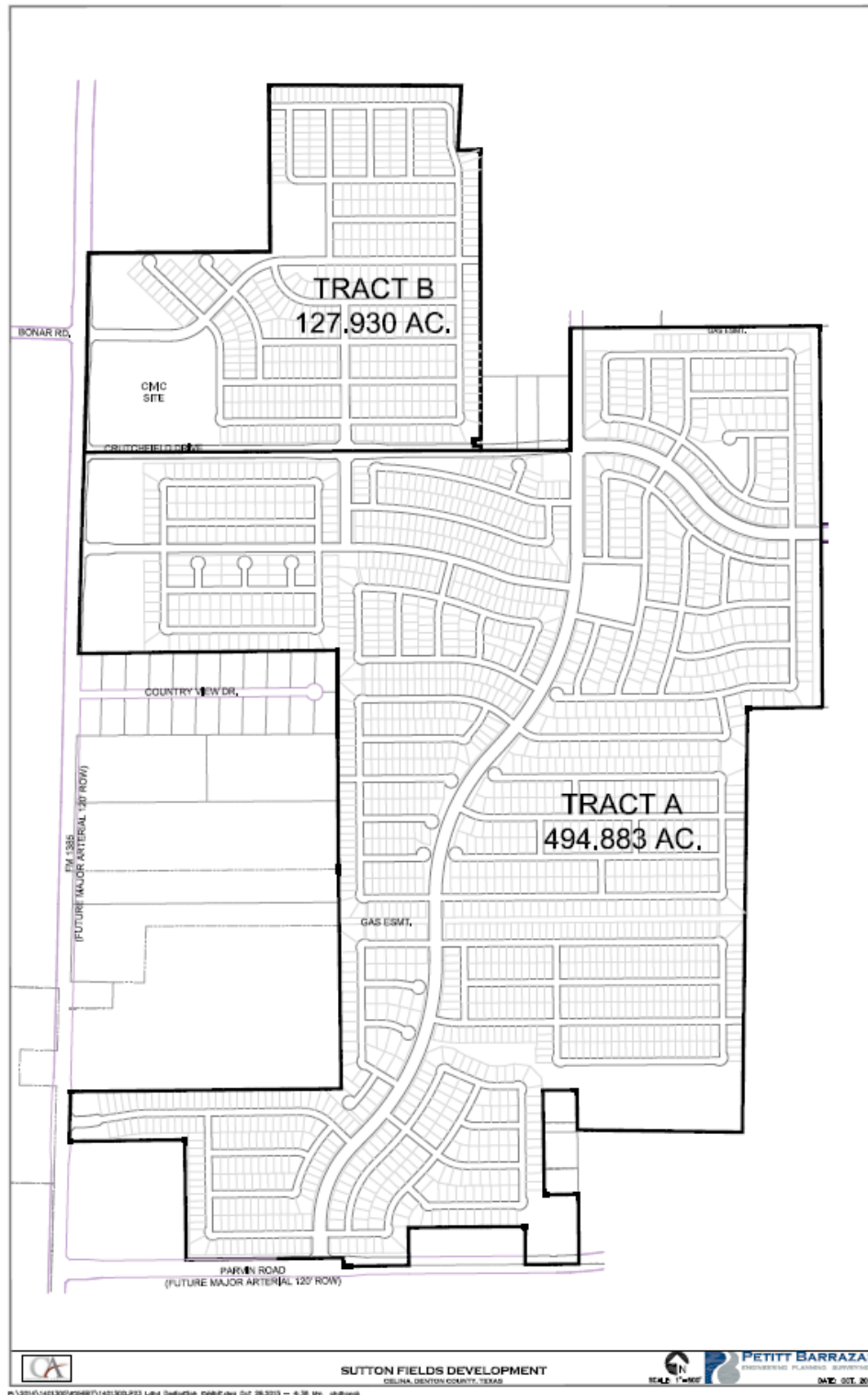


Exhibit F
PID ASSESSMENT ORDINANCE WITH SERVICE AND ASSESSMENT PLAN
ORDINANCE NO. 2017-30

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING AN AMENDMENT TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR PUBLIC IMPROVEMENTS FOR SUTTON FIELDS II PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING AN EFFECTIVE DATE.

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, the City Council, pursuant to Section 372. 016(b) of the PID Act, published notice of the Levy and Assessment Hearing on October 23, 2015 in The Celina Record, a newspaper of general circulation in the City; 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 Service and Assessment Plan and Assessment Roll and the levy of assessments on property in the District; and

WHEREAS, on November 10, 2015, the City Council convened the Levy and Assessment Hearing and adopted Ordinance Nos. 2015-55 and 2015-57, authorizing the issuance of bonds secured by the assessments levied pursuant to the Assessment Ordinance; and

WHEREAS, the City Council now desires to proceed with an amendment to the above-referenced Service and Assessment Plan; and

WHEREAS, the City Council finds the passage of this Ordinance to be in the best interest for the citizens of Celina.

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

SECTION 1: That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2: That the amended Sutton Fields II Service and Assessment Plan attached hereto as Exhibit A is hereby accepted and approved.

SECTION 3: If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Ordinance without the invalid provision

SECTION 4: That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5: That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punishable by a fine not to exceed the sum of the amount authorized by applicable law for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 6: It is hereby declared to be the intention of the City Council of the City of Celina, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the City Council of the City of Celina without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 7: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

PASSED AND APPROVED ON THIS 13 DAY OF June 2017.

ATTEST:


Chad Anderson, Mayor


Vicki Faulkner, City Secretary

APPROVED AS TO FORM:


Lance Vanzant, City Attorney



Exhibit A

Sutton Fields II

Public Improvement District

AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

June 13, 2017

AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

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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 Roll 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”) anticipated to be effective on or about 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

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 “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 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 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 will be amended to reduce the City’s participation rate; and

WHEREAS, the City agrees to create a TIRZ to encompass the Neighborhood Improvement Areas #2-5 Assessed Property; and

NOW THEREFORE, the Original SAP is amended and restated as follows:

Section 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 of Celina, and within the Extraterritorial Jurisdiction (the “ETJ”) of the City of Celina, Texas.

Certain development standards have been established for the property within the PID pursuant to the terms and conditions of that certain Development Agreement dated October 27, 2015 (“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 of public improvement districts within the State of Texas. The Sutton Fields II Service and Assessment Plan was prepared pursuant to 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 cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements. The plan shall be reviewed and updated annually for the purpose of determining the annual budget for improvements.” The service plan for the PID is described in more detail in **Section VI**.

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 is included as **Appendix A** and **Appendix B** of this Service and Assessment Plan. The Assessments as shown on the proposed Assessment 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 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, taxes (property and franchise) (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 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 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 A** and **Appendix B**, 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 Order 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 A** and **Appendix B**, 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 Roll in an amendment or supplement to this Service and Assessment Plan.

“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 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 and (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.

“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 CADG Sutton Fields, LLC, a Texas limited liability corporation and CADG Sutton Fields II, LLC, a Texas limited liability corporation.

“Future Neighborhood Improvement Area” means Neighborhood Improvement Areas that may be fully developed after Neighborhood Improvement Area #1, as such areas are generally depicted in **Table II-C**. The Future Neighborhood Improvement Areas are subject to adjustment and are shown for example only.

“Future Neighborhood Improvement Area Improvements” means those Authorized Improvements associated with any Future Neighborhood Improvement Area.

“Future Neighborhood Improvement Area Bonds” mean bonds issued to fund Authorized Improvements (or a portion thereof) in a Future Neighborhood Improvement Area. In connection with the Future Neighborhood Improvement Area Bonds, Assessments will be levied only on Parcels located within the Future Neighborhood Improvement Area in question.

“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 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 to be developed within the PID 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 A**, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of 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 are to be financed with Neighborhood Improvement Area #1 Bonds.

“Neighborhood Improvement Area #1 Initial Parcel” means the portion of all Parcels located within Neighborhood Improvement Area #1, which as of May 1, 2017 includes the following tax map identification numbers assigned by the Denton County Appraisal District: 52680, 52751, 52810, 52744, 52760, 52721.

“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 B**, 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 Areas #2-5 Initial Parcel” means the portion of all Parcels located within Neighborhood Improvement Areas #2-5, which as of May 1, 2017 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 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.

“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.E.2.**

“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, and the Future Improvement Area 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.

“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.

“Sutton Fields II” or “Project” means the approximately 622 acres of land located in this City and the ETJ of Celina, Texas. The project is contained within the area depicted on **Table II-A.**

“TIRZ No. 4” means the Tax Increment Reinvestment Zone No. 4, City of Celina, Texas.

“TIRZ Credit” means, for each Parcel, the prorated amount of TIRZ Revenues calculated pursuant to **Section V.N** of this Service and Assessment Plan.

“TIRZ Ordinance” means an ordinance adopted by the City Council authorizing the use of TIRZ Revenues for project costs under the Tax Increment Financing Act, Texas Tax Code, Chapter 311, as amended, relating to the Authorized Improvements as provided for in the Tax Increment Reinvestment Zone No. 4 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. ___ tax increment fund pursuant to the TIRZ Ordinance to reduce an Annual Installment, as calculated each year by the Administrator in collaboration with the City, in accordance with **Section 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.

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Section II

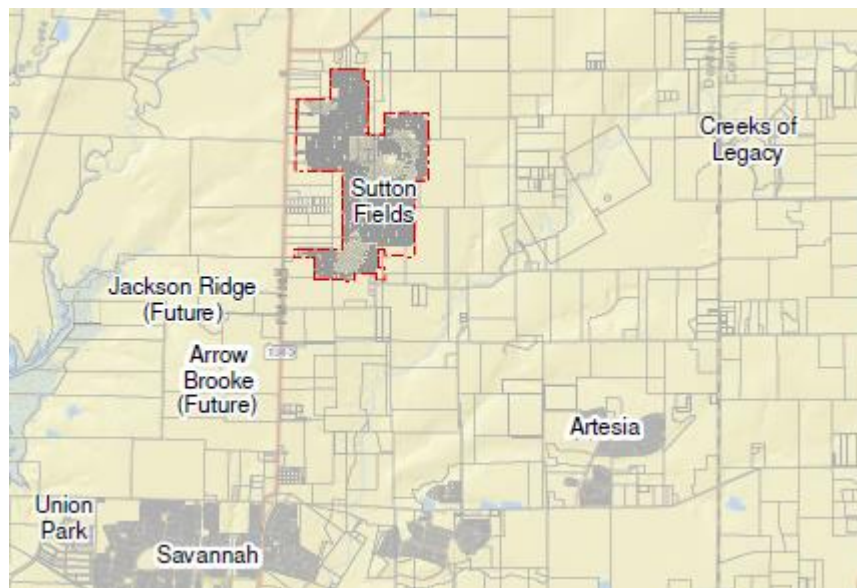
PROPERTY INCLUDED IN THE PID

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 within the extraterritorial jurisdiction of the City and contains approximately 622 acres planned for the development of approximately 2,294 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 Parcels within the PID are included in **Appendix C**.

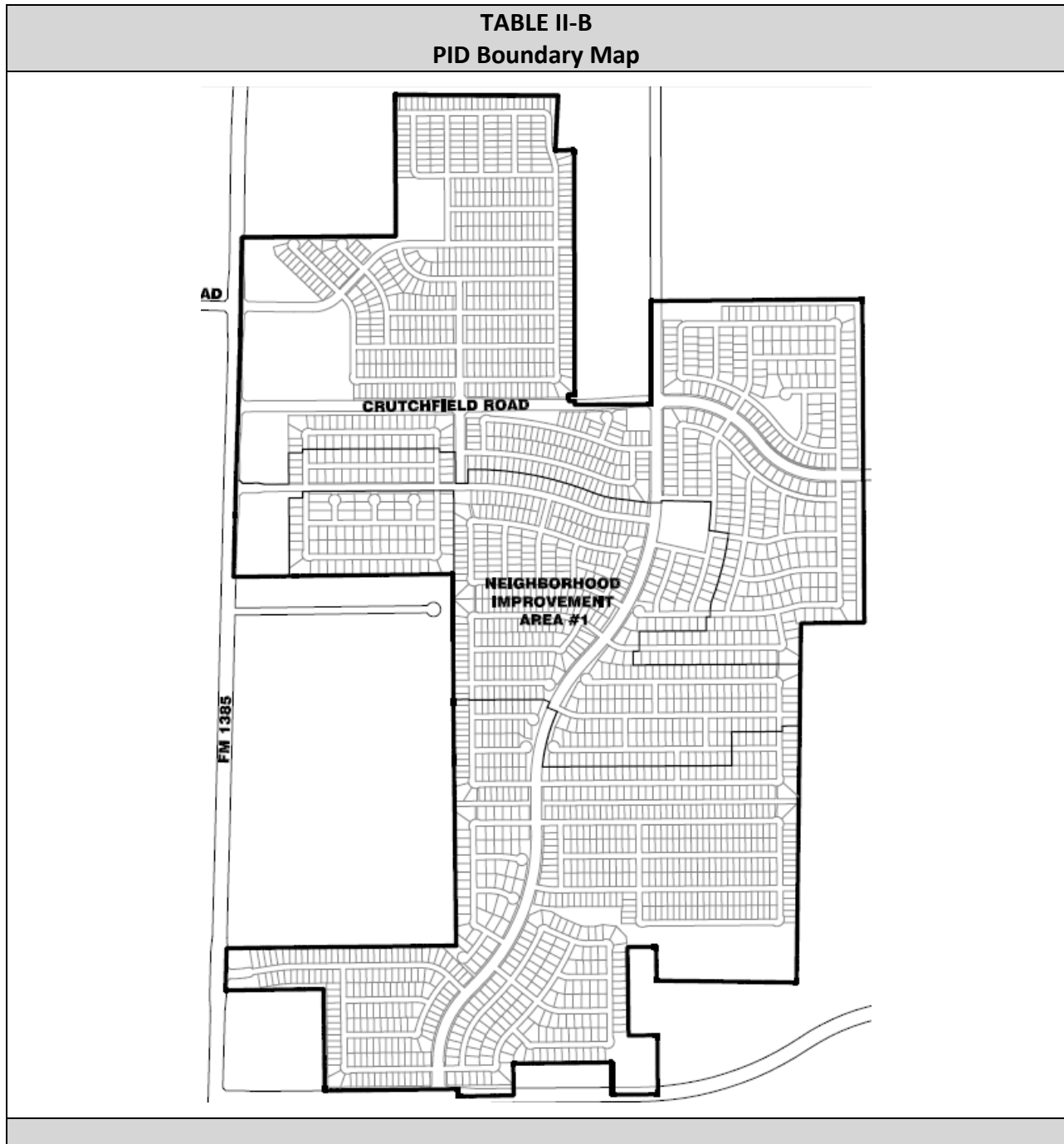
TABLE II-A
PID Boundary Map



B. Property Located in Neighborhood Improvement Area #1

The Neighborhood Improvement Area #1 contains approximately 130 acres. Neighborhood Improvement Area #1 is expected to be developed into approximately 515 single family residential lots.

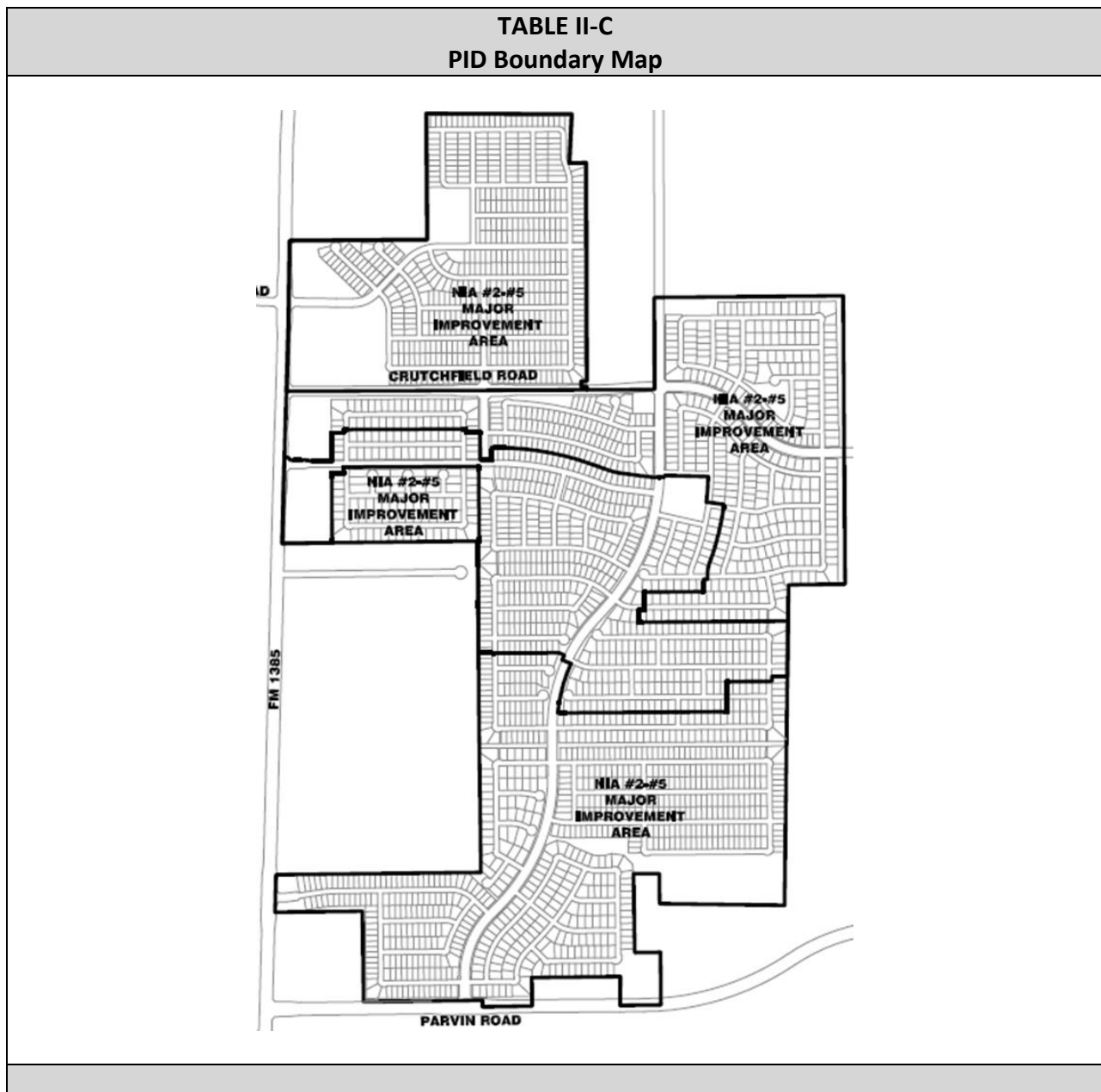
A map of the property within the PID and Neighborhood Improvement Area #1 is shown in **Table II-B.**



C. Property Located in Neighborhood Improvement Areas #2-5

Neighborhood Improvement Areas #2-5 contain approximately 493 acres. Neighborhood Improvement Areas #2-5 are expected to be developed in separate Future Neighborhood Improvement Areas containing, in total, approximately 1,779 single family residential lots. As Future Neighborhood Improvement Areas continue to be developed and Future Neighborhood Improvement Area Bonds are issued, the Assessment Plan will be amended to incorporate any applicable new information and a new table that depicts the impact of the applicable Future Neighborhood Improvement Area being developed.

A map of the property within the Neighborhood Improvement Areas #2-5 is shown in **Table II-C**.



Section III

DESCRIPTION OF THE PUBLIC IMPROVEMENTS

A. Authorized Improvement Overview

Section 372.003 of the PID Act identifies the authorized improvements that a City may choose to undertake with the establishment of a PID.

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.
- (b) The Authorized Improvements identified in the PID Act include:
 - i. landscaping;
 - ii. erection of fountains, distinctive lighting, and signs;
 - iii. acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;
 - iv. construction or improvement of pedestrian mall;
 - v. acquisition and installment of pieces of art;
 - vi. acquisition, construction or improvement of libraries;
 - vii. acquisition, construction or improvement of off-street parking facilities;
 - viii. acquisition, construction or improvement of rerouting of mass transportation facilities;
 - ix. acquisition, construction or improvement of water, wastewater, or drainage facilities or improvements;
 - x. the establishment or improvement of parks;
 - xi. projects similar to those listed in Subdivisions (i)-(x)
 - xii. acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;
 - xiii. special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development recreation and cultural enhancement;
 - xiv. payment of expenses incurred in the establishment, administration and operation of the district; and
 - xv. development, rehabilitation, or expansion of affordable housing.

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, and Section III.D** herein for the benefit of the Property within the PID.

B. Descriptions and Costs of the 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 will be designed and constructed in accordance with Mustang Special Utility District (MSUD) standards and specifications and will be owned and operated by MSUD. These lines will 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 will be designed and constructed in accordance with MSUD standards and specifications and will be owned and operated by MSUD. These lines will 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 drain pipes. 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 will be constructed to City standards and specifications and will be owned and operated by the City.

- *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 will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City. These projects will provide access to community roadways and state highways.

C. Descriptions and Costs of the Major 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 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.

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 will be constructed according to City standards and specifications and will be owned and operated by the City. The portion of these costs allocated to Neighborhood Improvement Areas #2-5 is \$215,582.

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 will maintain and operate the underground storm drainage system and a Homeowners’ Association will maintain and operate the detention ponds.

Paving

- *Road A*
 - 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 will provide access from FM 1385 into the Sutton Fields Amenity Center and rest of the development.

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.
- *Road F*
 - 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 will be constructed according to City standards.

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 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 will be constructed according to City standards.

- *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 will be constructed according to City standards.
- *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 will be constructed according to City standards.
- *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 will be constructed to TX DOT, Denton County and City standards. These Improvements will benefit the entire project.

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 will continue to provide water and wastewater services to the

properties in the PID, as a result, CCNs are no longer required for the PID.

Offsite Water

- *Water Distribution System*
 - The City is a customer of the Upper Trinity Regional Water District (UTRWD) and will receive 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 proposed off-site improvements will 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 will also be constructed as part of the water distribution system. All of the proposed improvements will benefit the Development. Additional waterline improvements will 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 will be constructed to City standards and specifications and all improvements will be owned and operated by the City. These Improvements will benefit Neighborhood Improvement Areas #1-4.

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.
- *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.

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.

Offsite Sewer

- *Sanitary Sewer*
 - The City is a customer city of the Upper Trinity Regional Water District (UTRWD) and will receive 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 will be constructed in accordance with City of Celina and TCEQ regulations. The gravity interceptor line will be designed to maintain the 3.0 fps minimum velocity. The line will be designed and constructed in accordance with the City's standards and specifications and will be 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 #2-4 is \$909,377.

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 is being 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 will connect 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.

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 shall pay a certain amount for the acquisition of the right-of-way, open space

and civic site land comprising approximately 71.3 acres.

TABLE III-A			
Estimated Costs of Major Improvements and Neighborhood Area #1 Improvements			
	<u>Hard Costs</u>	<u>Soft Costs</u>	<u>Total Costs</u>
MAJOR IMPROVEMENTS			
Detention Ponds	\$1,451,898	\$261,342	\$1,713,240
Paving Road A - Fenwick	\$1,489,264	\$268,068	\$1,757,332
Paving Road F - Sutton Fields	\$1,126,284	\$202,731	\$1,329,016
Paving - FM 1385	\$401,140	\$72,205	\$473,345
Crutchfield Road	\$861,119	\$155,001	\$1,016,121
Boleyn Paving - Road B	\$222,703	\$40,087	\$262,789
ROW, open space land acquisition and park contribution	\$6,500,000	\$0	\$6,500,000
Offsite water improvements	\$860,759	\$154,937	\$1,015,695
Offsite sewer improvements	\$2,378,990	\$428,218	\$2,807,208
Professional consulting, legal fees and additional debt service reserve funding	\$0	\$620,000	\$620,000
	\$15,292,158	\$2,202,588	\$17,494,746
NEIGHBORHOOD IMPROVEMENT AREA #1 IMPROVEMENTS			
Water distribution improvements	\$1,321,380	\$162,699	\$1,484,079
Sewer collection improvements	\$1,152,965	\$174,878	\$1,327,844
Storm sewer collection improvements	\$2,280,820	\$282,781	\$2,563,601
Roadway improvements including site preparation	\$3,205,063	\$422,853	\$3,627,916
	\$7,960,229	\$1,043,211	\$9,003,440
TOTAL AUTHORIZED IMPROVEMENTS	\$23,252,386	\$3,245,800	\$26,498,186
Note: Costs provided by Petitt Barraza, LLC. The amounts shown may be revised in Annual Service Plan Updates.			

The costs of the Authorized 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 Authorized Improvements specified in an Annual Service Plan Update or as otherwise approved by the City Council.

D. Descriptions and Costs of Future Neighborhood Improvement Area Improvements

Future Neighborhood Improvement Area Bonds may be issued in the future to fund Future Neighborhood Improvement Area Improvements, subject to the approval of the City Council. Should that occur, then in association with issuing Future Neighborhood Improvement Area Bonds, this Service and Assessment Plan will be amended to identify the Future Neighborhood Improvement Area Improvements as well as revising **Table III-A**.

Section IV

FUTURE PID BONDS TEST

A. Future Neighborhood Improvement Area Bonds

The City has reserved the right to issue Future Neighborhood Improvement Area Bonds for any purpose permitted by the Act, including those described above, and in accordance with the conditions set forth below:

1. At least seventy five percent (75%) of the residential lots within the particular Future Neighborhood Improvement Area of the PID for which Authorized Improvements are financed by the Future Neighborhood Improvement Area Bonds must be under contract with merchant builders unaffiliated with the Developer.
2. The ratio of the appraised value of all of the land in the particular Future Neighborhood Improvement Area of the PID, based on an independent appraisal and assuming completion of the improvements within such phase to be financed with the proceeds of the Future Neighborhood Improvement Area Bonds to be issued, to the principal amount of the Future Neighborhood Improvement Area Bonds to be issued must be at least 3.0:1;
3. Construction contracts for at least 50% of the costs of the Authorized Improvements in such Future Neighborhood Improvement Area to be paid with proceeds of the applicable series of Future Neighborhood Improvement Area Bonds must be executed and ready to proceed; and
4. Construction of residences in all previously financed Neighborhood Improvement Areas taken as a whole must be at least twenty five percent (25%) complete or underway.

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Section 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 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 Area Bonds and the Neighborhood Improvement Areas #2-5 Major Improvement Bonds issued in 2015 and the Additional Neighborhood Improvement Area #1 Bonds, if issued, Future Neighborhood Improvement Area Bonds are to be issued over the upcoming decade as the four subsequent phases (phases #2, #3, #4 and #5, each corresponding to a Future Neighborhood Improvement Area) of the development are gradually constructed.

The purpose of this gradual issuance of PID Bonds as the Future Neighborhood Improvement Areas are developed 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.

At this time it is impossible to determine with absolute certainty the amount of special benefit each Parcel within Future Neighborhood Improvement Areas will receive from internal subdivision Authorized Improvements that will benefit each individual Future Neighborhood Improvement Area and that are to be financed with Future Neighborhood Improvement Area Bonds. Therefore, at this time Parcels within Neighborhood Improvement Areas #2-5 will only be assessed for the special benefits conferred upon the Parcel because of the Major Improvements.

In connection with the levying of additional Assessments on Future Neighborhood Improvement Area Assessed Property, this Service and Assessment Plan will be updated to reflect the special benefit each Parcel within a Future Neighborhood Improvement Area receives from the specific Authorized Improvements. Prior to Levying an additional Assessment on a Parcel located within Future Neighborhood Improvement Areas, 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 Major Improvements and Neighborhood Improvement Area #1 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 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 Major Improvements and Neighborhood Improvement Area #1 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**. The costs detailed in **Table V-A** are subject to revision through the Annual Service Plan Updates.

C. 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. The Actual Costs of the Major Improvements are shown in **Table V-A**. The costs detailed in **Table V-A** are subject to revision through the Annual Service Plan Updates.

D. Allocation of Costs of 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. The costs relating to issuing Neighborhood Improvement Area #2-5 Major Improvement Bonds is allocated 100% to Neighborhood Improvement Areas 2-5. Any costs associated with a Future Neighborhood Improvement Area Bond will be allocated 100% to that Future Neighborhood Improvement Area.

E. Allocation of Actual Costs of Future Neighborhood Improvement Area Improvements

As Future Neighborhood Improvement Areas continue to be developed and Future Neighborhood Improvement Area Bonds are issued, the Assessment Plan will be amended to reflect allocation of the cost of Authorized Improvements benefitting the Future Neighborhood Improvement Area.

F. 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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TABLE V-A
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	\$1,484,079	100%	\$1,484,079	0%	\$0
Sewer	\$1,327,844	100%	\$1,327,844	0%	\$0
Storm Sewer	\$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		\$-
SUBTOTAL - MAJOR IMPROVEMENTS + NEIGHBORHOOD AREA #1 IMPROVEMENTS	C=A+B \$26,078,186		\$12,644,097		\$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	\$2,398,125	0%	\$0	100%	\$2,398,125
Cost of Issuance	\$1,179,750	0%	\$0	100%	\$1,179,750
Underwriter's Discount	\$437,266	0%	\$0	100%	\$437,266
D	\$5,445,266		\$0		\$5,445,266
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 Table III-A for details.
(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 NIAs #2-5 Actual Cost, but the cost overruns are not permitted in the NIA #1 Actual Cost and will be covered by the Developer.

G. 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 Town Council, acting in its legislative capacity based on information provided by the Owner and its engineer and reviewed by the Town staff and by third-party consultants retained by the Town, has found and determined:

1. 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 will be 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 A; and
- d) The Assessed Property receives a direct and special benefit from the Authorized improvements, and this benefit is equal to or greater than the amount of the Assessments, as shown on Table V-B.

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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 Counsel	\$300,434
	\$16,242,238
ASSESSMENTS	
Assessments securing Neighborhood Improvement Area #1 Bonds	\$11,560,000
EXCESS BENEFIT	\$4,682,238
(a) See Table V-A for details.	
(b) Includes cost of issuance plus developer's counsel, SAP consultant, and appraisal costs.	

2. Neighborhood Improvement Areas #2-5

- a) The Neighborhood Improvement Areas #2-5 Improvement costs allocated to Neighborhood Improvement Areas #2-5 equals \$19,299,494; and
- b) The Neighborhood Improvement Area #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 will be 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 B**; and
- d) The Assessed Property receives a direct and special benefit from the Authorized improvements, and this benefit is equal to or greater than the amount of the Assessments, as shown on **Table V-C**.

TABLE V-C	
Neighborhood Improvement Areas #2-5 Special Benefit and Assessment	
SPECIAL BENEFIT	
Neighborhood Improvement Areas #2-5 Improvements (a)	\$13,854,089
Reserve Fund	\$1,430,125
Capitalized Interest	\$1,179,750
Cost of Issuance (b)	\$437,266
Underwriter's Discount/Underwriter Counsel	\$437,266
	\$19,299,494
ASSESSMENTS	
Assessments securing Neighborhood Improvement Area #1 Bonds	\$16,825,000
EXCESS BENEFIT	\$2,474,494
(a) See Table V-A for details.	
(b) Includes cost of issuance plus developer's counsel, SAP consultant, and appraisal costs.	

At the time the City Council approved the SAP, the Developer owned 100% of the Assessed Property. 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.

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.

H. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the City Council for approval, updates to the Assessment Roll 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.

I. Future Neighborhood Improvement Area Assessment Roll

As Future Neighborhood Improvement Areas are developed, this Service and Assessment Plan will be updated to determine the Assessment for each Parcel located within Future Neighborhood Improvement Areas (e.g., an Appendix will be added as the Assessment Roll for Neighborhood Improvement Area #2, etc.).

J. Assessments and Annual Installments

The Assessments for the PID Bonds will be levied on each Parcel or Lot according to the Assessment Roll. The Annual Installments for the PID Bonds will be collected on the dates and in the amounts shown on the Assessment Roll, subject to any revisions made during an Annual Service Plan Update.

K. 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.

L. Excess 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 "Excess Interest Rate"). 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. 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.

M. 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 PID Bonds are actually redeemed ("the **Prepayment Reserve**"). To the extent funds are

available under the applicable Indenture, the Prepayment Reserve shall be funded each year until it reaches 1.5% of the par amount of the PID Bonds, but in no event will the annual collections be more than 0.20% higher than the actual interest rate paid on the PID 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 PID Bond 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 PID 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 PID Bonds, the City and the Developer can allocate the Prepayment Reserve Component of the Excess Interest Rate collected during that year to the Delinquency Reserve or to pay Administrative Expenses as set forth in the Indenture.

N. Delinquency Reserve

A portion of the funds generated by the Excess Interest Rate will be allocated to offset any possible delinquent payments. To the extent funds are available under the applicable Trust Indenture, this additional reserve (the "**Delinquency Reserve**") shall be funded each year up to 4.0% of the par amount of the PID 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 PID Bonds. If in a given year the additional reserve is fully funded at 4.0% of the par amount of the PID Bonds, the City and the Developer shall allocate the Delinquency Reserve component of the Excess Interest Rate collected to the redemption of PID Bonds as set forth in the Indenture.

O. TIRZ Credit

The City has agreed to use TIRZ Revenues generated from property within the PID to offset a portion of the Annual Installment on Neighborhood Improvement Area #1 Assessed Property (the "TIRZ Credit"). The Annual Installment for each Parcel shall be calculated by taking into consideration any TIRZ Credit applicable to the Parcel.

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Section VI

SERVICE PLAN

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 12 months for the Neighborhood Improvement Area #1 Improvements to be constructed and approximately 12 months for the Neighborhood Improvement Areas #2-5 Improvements to be constructed. 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.”

The projected Annual Installments for the Neighborhood Improvement Area #1 Bonds and the Neighborhood Improvement Areas #2-5 Major Improvement Bonds are shown on **Appendix A and Appendix B**, 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 estimated Actual Costs for Neighborhood Improvement Areas #2-5 Major Improvements plus costs related to the issuance of the Neighborhood Improvement Areas #2-5 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**.

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**TABLE VI-A
Sources and Uses of Funds**

	Neighborhood Improvement Area #1	Neighborhood Improvement Area #2-5
SOURCES OF FUNDS		
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
	\$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 (d)	\$871,556	\$1,179,750
Underwriter's Discount	\$300,434	\$437,266
	\$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. (d) Includes cost of issuance plus developer's counsel, SAP consultant, and appraisal costs.		

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Section 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 A**, 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.C** below:

B. Amount of Assessments and Annual Installments for Parcels Located Within the Neighborhood Improvement Areas #2-5

The Assessment and Annual Installments 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 B**, 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. 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.

The TIRZ Credit for each Parcel in Neighborhood Improvement Area #1 in any given year shall be determined by the TIRZ Revenues collected in the preceding year (i.e., TIRZ Revenues collected in 2016 shall be used to calculate the TIRZ Credit applicable to Annual Installments to be collected in 2017).

D. Amount of Assessments and Annual Installments for Parcels Located Within Future Neighborhood Improvement Areas

As Future Neighborhood Improvement Areas are developed, this Service and Assessment Plan will be amended to determine the Assessment and Annual Installments for each Assessed Property located within Future Neighborhood Improvement Areas (e.g., an Appendix will be added as the Assessment Roll for Neighborhood Improvement Areas #2, etc.). The Assessments shall not exceed the benefit received by the Assessed Property.

E. Reallocation of Assessments for Parcels Located Within Neighborhood Improvement Area #1 and Neighborhood Improvement Areas #2-5

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.

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.

F. 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.

G. 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.
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.

H. 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.

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 Roll have been calculated assuming 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%. The Reimbursement Obligation does not accrue any interest. The Annual Installments may not exceed the amounts shown on the Assessment Roll except pursuant to any amendment or update to the SAP.

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.

I. 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 an updated Assessment Roll and a calculation of the Annual Installment for each Assessed Property. Administrative Expenses shall be allocated among Assessed Properties in proportion to the amount of the Annual Installments for the Assessed Property. Each Annual Installment shall be reduced by any credits applied under the 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 a Assessment, shall be assessed annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year.

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Section 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 Roll (including the Annual Installments) and to have waived any objection to the calculation. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Property owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Property owner, such change or modification shall be presented to the City 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 Roll may be appealed to the City Council. Any amendments made to the Assessment Roll pursuant to calculation errors shall be made pursuant to the PID Act.

B. Termination of Assessments

Each 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 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 initial levy of Assessments on November 10, 2015.

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.

Appendix A

Neighborhood Improvement Area #1 Assessment Roll

Neighborhood Improvement Area #1 Assessment Roll	
Parcel	Special Assessment
Neighborhood Improvement Area #1 Initial Parcel	\$11,560,000

Neighborhood Improvement Area #1 Initial Parcel Annual Installments									
Year (a)	Principal	Interest (b)	Net Debt Service	Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (e)
9/1/2016	\$0	\$609,951	\$609,951	\$30,000	\$23,120	\$34,680	\$0	(\$609,951)	\$87,800
9/1/2017	\$0	\$838,100	\$838,100	\$30,600	\$23,120	\$34,680	\$0	(\$838,100)	\$88,400
9/1/2018	\$140,000	\$838,100	\$978,100	\$61,212	\$23,120	\$34,680	\$0	\$0	\$1,097,112
9/1/2019	\$150,000	\$827,950	\$977,950	\$62,436	\$22,840	\$34,260	\$0	\$0	\$1,097,486
9/1/2020	\$160,000	\$817,075	\$977,075	\$63,685	\$22,540	\$33,810	\$0	\$0	\$1,097,110
9/1/2021	\$170,000	\$805,475	\$975,475	\$64,959	\$22,220	\$33,330	\$0	\$0	\$1,095,984
9/1/2022	\$180,000	\$793,150	\$973,150	\$66,258	\$21,880	\$32,820	\$0	\$0	\$1,094,108
9/1/2023	\$195,000	\$780,100	\$975,100	\$67,583	\$2,560	\$51,240	\$0	\$0	\$1,096,483
9/1/2024	\$210,000	\$765,963	\$975,963	\$68,935	\$0	\$52,825	\$0	\$0	\$1,097,723
9/1/2025	\$225,000	\$750,738	\$975,738	\$70,313	\$0	\$51,775	\$0	\$0	\$1,097,826
9/1/2026	\$240,000	\$734,425	\$974,425	\$71,720	\$0	\$11,100	\$0	\$0	\$1,057,245
9/1/2027	\$260,000	\$717,025	\$977,025	\$73,154	\$0	\$0	\$0	\$0	\$1,050,179
9/1/2028	\$275,000	\$698,175	\$973,175	\$74,617	\$0	\$0	\$0	\$0	\$1,047,792
9/1/2029	\$295,000	\$678,238	\$973,238	\$76,109	\$0	\$0	\$0	\$0	\$1,049,347
9/1/2030	\$320,000	\$656,850	\$976,850	\$77,632	\$0	\$0	\$0	\$0	\$1,054,482
9/1/2031	\$340,000	\$633,650	\$973,650	\$79,184	\$0	\$0	\$0	\$0	\$1,052,834
9/1/2032	\$365,000	\$609,000	\$974,000	\$80,768	\$0	\$0	\$0	\$0	\$1,054,768
9/1/2033	\$395,000	\$582,538	\$977,538	\$82,383	\$0	\$0	\$0	\$0	\$1,059,921
9/1/2034	\$420,000	\$553,900	\$973,900	\$84,031	\$0	\$0	\$0	\$0	\$1,057,931
9/1/2035	\$450,000	\$523,450	\$973,450	\$85,712	\$0	\$0	\$0	\$0	\$1,059,162
9/1/2036	\$485,000	\$490,825	\$975,825	\$87,426	\$0	\$0	\$0	\$0	\$1,063,251
9/1/2037	\$520,000	\$455,663	\$975,663	\$89,174	\$0	\$0	\$0	\$0	\$1,064,837
9/1/2038	\$555,000	\$417,963	\$972,963	\$90,958	\$0	\$0	\$0	\$0	\$1,063,921
9/1/2039	\$600,000	\$377,725	\$977,725	\$92,777	\$0	\$0	\$0	\$0	\$1,070,502
9/1/2040	\$640,000	\$334,225	\$974,225	\$94,633	\$0	\$0	\$0	\$0	\$1,068,858
9/1/2041	\$685,000	\$287,825	\$972,825	\$96,525	\$0	\$0	\$0	\$0	\$1,069,350
9/1/2042	\$735,000	\$238,163	\$973,163	\$98,456	\$0	\$0	\$0	\$0	\$1,071,619
9/1/2043	\$790,000	\$184,875	\$974,875	\$100,425	\$0	\$0	\$0	\$0	\$1,075,300
9/1/2044	\$850,000	\$127,600	\$977,600	\$102,433	\$0	\$0	\$0	\$0	\$1,080,033
9/1/2045	\$910,000	\$65,975	\$975,975	\$104,482	\$0	\$0	(\$978,100)		\$102,357
Totals	\$11,560,000	\$17,194,688	\$28,754,688	\$2,328,580	\$161,400	\$405,200	(\$978,100)	(\$1,448,051)	\$29,223,718
(a) The 9/1/XX dates represent the fiscal year end for the bonds, and the installments are due on the immediately prior January 31 st .									
(b) Interest rate is 7.25%									

(c) Preliminary estimate, will be updated in Annual Service Plan Updates.

Appendix B

Neighborhood Improvement Areas #2-5 Assessment Roll

Neighborhood Improvement Areas #2-5 Assessment Roll	
Parcel	Special Assessment
Neighborhood Improvement Areas #2-5 Initial Parcel	\$16,825,000

Neighborhood Improvement Areas #2-5 Initial Parcel Annual Installments

Year (a)	PID BONDS			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Transfer to DSRF	Less: DSRF Credit	Less: Capitalized	Annual PID Installments
	Principal Payments	Interest Expense (b)	Net Debt Service							
9/1/16	\$1,010,201	\$1,010,201	\$1,010,201	\$30,000	\$0	\$0	\$84,125	\$0	\$1,010,201	\$114,125
9/1/17	\$1,388,063	\$1,388,063	\$1,388,063	\$30,600	\$0	\$0	\$84,125	\$0	\$1,388,063	\$114,725
9/1/18	\$1,388,063	\$1,388,063	\$1,388,063	\$31,212	\$0	\$0	\$84,125	\$0	\$1,388,063	\$150,340
9/1/19	\$295,000	\$1,388,063	\$1,683,063	\$31,836	\$3,650	\$50,475	\$0	\$0	\$1,683,063	\$179,024
9/1/20	\$320,000	\$1,363,725	\$1,683,725	\$32,473	\$3,060	\$49,590	\$0	\$0	\$1,683,725	\$179,848
9/1/21	\$345,000	\$1,337,325	\$1,682,325	\$33,122	\$2,420	\$48,630	\$0	\$0	\$1,682,325	\$179,647
9/1/22	\$375,000	\$1,308,863	\$1,683,863	\$33,785	\$1,730	\$47,595	\$0	\$0	\$1,683,863	\$179,972
9/1/23	\$405,000	\$1,277,925	\$1,682,925	\$34,461	\$980	\$46,470	\$0	\$0	\$1,682,925	\$179,836
9/1/24	\$435,000	\$1,244,513	\$1,679,513	\$35,150	\$170	\$45,255	\$0	\$0	\$1,679,513	\$179,087
9/1/25	\$475,000	\$1,208,625	\$1,683,625	\$35,853	\$29,300	\$43,950	\$0	\$0	\$1,683,625	\$179,728
9/1/26	\$510,000	\$1,169,438	\$1,679,438	\$36,570	\$28,350	\$42,525	\$0	\$0	\$1,679,438	\$178,882
9/1/27	\$555,000	\$1,127,363	\$1,682,363	\$37,301	\$2,715	\$41,610	\$0	\$0	\$1,682,363	\$178,989
9/1/28	\$600,000	\$1,081,575	\$1,681,575	\$38,047	\$0	\$41,550	\$0	\$0	\$1,681,575	\$178,172
9/1/29	\$650,000	\$1,032,075	\$1,682,075	\$38,808	\$0	\$42,550	\$0	\$0	\$1,682,075	\$178,433
9/1/30	\$705,000	\$978,450	\$1,683,450	\$39,584	\$0	\$43,300	\$0	\$0	\$1,683,450	\$178,334
9/1/31	\$760,000	\$920,288	\$1,680,288	\$40,376	\$0	\$44,500	\$0	\$0	\$1,680,288	\$176,164
9/1/32	\$825,000	\$857,588	\$1,682,588	\$41,184	\$0	\$45,500	\$0	\$0	\$1,682,588	\$173,771
9/1/33	\$890,000	\$789,525	\$1,679,525	\$42,007	\$0	\$46,500	\$0	\$0	\$1,679,525	\$171,532
9/1/34	\$965,000	\$716,100	\$1,681,100	\$42,847	\$0	\$47,500	\$0	\$0	\$1,681,100	\$172,947
9/1/35	\$1,045,000	\$636,488	\$1,681,488	\$43,704	\$0	\$48,500	\$0	\$0	\$1,681,488	\$172,192
9/1/36	\$1,130,000	\$550,275	\$1,680,275	\$44,578	\$0	\$49,500	\$0	\$0	\$1,680,275	\$172,453
9/1/37	\$1,225,000	\$457,050	\$1,682,050	\$45,470	\$0	\$50,500	\$0	\$0	\$1,682,050	\$172,520
9/1/38	\$1,325,000	\$355,988	\$1,680,988	\$46,379	\$0	\$51,500	\$0	\$0	\$1,680,988	\$172,367
9/1/39	\$1,435,000	\$246,675	\$1,681,675	\$47,307	\$0	\$52,500	\$0	\$0	\$1,681,675	\$172,982
9/1/40	\$1,555,000	\$128,288	\$1,683,288	\$48,253	\$0	\$53,500	\$0	\$1,683,863	\$1,683,863	\$174,678
Total	\$16,825,000	\$23,962,526	\$40,787,526	\$960,909	\$252,375	\$673,000	\$252,375	\$1,683,863	\$2,398,264	\$38,844,058

(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.

Appendix C:

Legal Descriptions 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;

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 1/2 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 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 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. Cospers and Jackie Cospers recorded in Volume 626, Page 706, RPRDCT, passing at a distance of 27.73 feet a 5/8 inch iron rod in concrete found, continuing in all, a distance of 267.98 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner, from which a 5/8 inch iron rod in concrete found bears South 00°17'53" West, a distance of 2.99 feet;
 THENCE South 89°25'59" West, with a south line of the Kim Family Living Trust tract, and the north line of the Cospers tract, a distance of 824.19 feet to a 1/2 inch iron rod found for corner;
 THENCE South 00°39'57" East, with the west line of the Cospers tract, and an easterly line of the Kim Family Living Trust tract, passing at a distance of 244.64 feet a 1/2 inch iron rod found, continuing in all, a distance of 265.80 feet to a 1/2 inch iron rod found for corner at a southeast corner of Kim Family Living Trust tract, and also being located in the aforementioned approximate center of Parvin Road;
 THENCE South 89°09'41" West, with the south line of the Kim Family Living Trust tract, and the approximate center of Parvin Road, passing at a distance of 411.81 feet a 1/2 inch iron rod found at the northeast corner of that certain tract of land described in deed to Swisher Partners, L.P. recorded in Document No. 2004-7927, RPRDCT, continuing in all, a distance of 462.41 feet to a 1/2 inch iron rod found for corner at the southeast corner of that certain tract of land described in deed to the City of Celina, Texas recorded in Document No. 2008-62468, RPRDCT;

THENCE North 00°41'57" West, with the east line of said City of Celina, Texas tract, a distance of 60.00 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner; THENCE South 89°18'56" West, with a north line of the City of Celina, Texas tract, and Parvin Road, a distance of 1107.30 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 00°41'04" West, leaving said north line of Parvin Road, a distance of 843.46 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 89°18'56" West, a distance of 815.06 feet to a 5/8 inch iron rod with plastic cap marked "PETITRPLS 4087" set for corner, said iron rod being located on an easterly line of said City of Celina, Texas tract, and the aforementioned east right-of-way line of FM No. 1385;

THENCE North 01°32'26" East, with said east right-of-way line of FM No. 1385 according to City of Celina, Texas tract deed, a distance of 350.05 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 89°22'47" East, leaving the east right-of-way line of FM No. 1385, and with the north line of the aforementioned tract of land described in deed to Frisco Industrial Partners recorded in Document No. 2008-66233, RPRDCT, and the south line of that certain tract of land described in deed to Anna Liz Hong recorded in Document No. 2014-15601, RPRDCT, a distance of 1908.52 feet to a 5/8 inch iron rod with plastic cap marked "PETITRPLS 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.

Appendix D:

Concept Plan

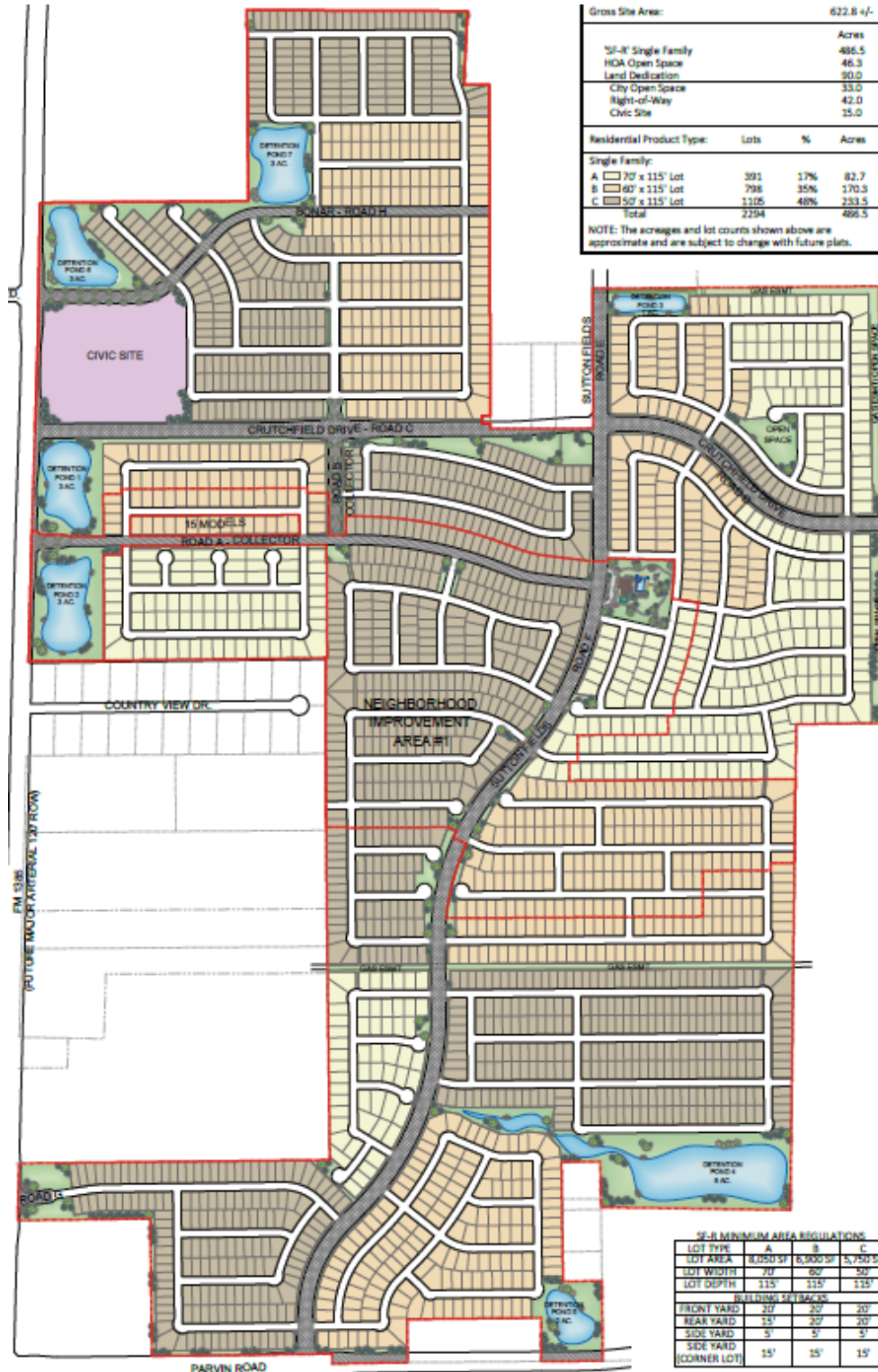


Exhibit G
HOME BUYER DISCLOSURE PROGRAM

The Administrator (as defined in the Service and Assessment Plan) for the Sutton Fields II Public Improvement District (the “PID”) shall facilitate notice to prospective homebuyers in accordance the following notices. Administrator shall monitor the enforcement of the following minimum requirements:

1. Record notice of the PID in the appropriate land records for the property.
2. Require builders to include notice of the PID in addendum to contract on brightly colored paper.
3. Collect a copy of the addendum signed by each buyer from builders and provide to the City.
4. Require signage indicating that the property for sale is located in a special assessment district and require that such signage be located in conspicuous places in all model homes.
5. Prepare and provide to builders an overview of the PID for those builders to include in each sales packets.
6. Notify builders who estimate monthly ownership costs of the requirement that they must include special taxes in estimated property taxes.
7. Notify Settlement Companies through the builders that they are required to include special taxes on HUD 1 forms and include in total estimated taxes for the purpose of setting up tax escrows.
8. Include notice of the PID in the homeowner association documents in conspicuous bold font.
9. The City will include announcements of the PID on the City’s web site.
10. The disclosure program shall be monitored by the Developer and Administrator.

Exhibit H LANDOWNER AGREEMENT

This **LANDOWNER AGREEMENT** (the "Agreement"), is entered into as of _____, among the City of Celina, Texas (the "City"), a home rule municipality of the State of Texas (the "State"), and _____, a Texas _____ (the "Landowner").

RECITALS:

WHEREAS, Landowner owns the Assessed Parcels described by a metes and bounds description attached as **Exhibit A** to this Agreement and which is incorporated herein for all purposes, comprising all of the non-exempt, privately-owned land described in **Exhibit A** (the "Landowner Parcel") which is coterminous with the Sutton Fields II Public Improvement District (the "District") in the City; and

WHEREAS, the City Council has adopted an assessment ordinance for the Authorized Improvements (including all exhibits and attachments thereto, the "Assessment Ordinance") and the Service and Assessment Plan included as an exhibit to the Assessment Ordinance (the "Service and Assessment Plan") and which is incorporated herein for all purposes, and has levied an assessment on each Assessed Parcel in the District (as identified in the Service and Assessment Plan) that will be pledged as the security for the payment of bonds or other obligations (the "Bonds") to be issued for the purpose of paying the costs of constructing the Authorized Improvements that will benefit the Assessed Property (as defined in the Service and Assessment Plan); and

WHEREAS, the Covenants, Conditions and Restrictions attached to this Agreement as **Exhibit C** and which are incorporated herein for all purposes, include the statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended (the "PID Act"), to the purchaser.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations and benefits hereinafter set forth, the City and the Landowner hereby contract, covenant and agree as follows:

DEFINITIONS; APPROVAL OF AGREEMENTS

Definitions. Capitalized terms used but not defined herein (including each exhibit hereto) shall have the meanings ascribed to them in the Service and Assessment Plan.

Affirmation of Recitals. The findings set forth in the Recitals of this Agreement are hereby incorporated as the official findings of the City Council.

I.

AGREEMENTS OF LANDOWNER

A. Affirmation and Acceptance of Agreements and Findings of Benefit. Landowner hereby ratifies, confirms, accepts, agrees to, and approves:

(i) the creation and boundaries of the District, and the boundaries of the Landowner's Parcel which are coterminous with the District, all as shown on **Exhibit A**, and the location and development of the Authorized Improvements on the Landowner Parcel and on the property within the District;

(ii) the determinations and findings as to the benefits by the City Council in the Service and Assessment Plan and the Assessment Ordinance;

(iii) the Assessment Ordinance and the Service and Assessment Plan.

B. Acceptance and Approval of Assessments and Lien on Property. Landowner consents to, agrees to, acknowledges and accepts the following:

(i) each Assessment levied by the PID on the Landowner's Parcel within the District, as shown on the assessment roll attached as Appendix __ to the Service and Assessment Plan (the "Assessment Roll");

(ii) the Authorized Improvements specially benefit the District, and the Landowner's Parcel, in an amount in excess of the Assessment levied on the Landowner's Parcel within the District, as such Assessment is shown on the Assessment Roll;

(iii) each Assessment is final, conclusive and binding upon Landowner and any subsequent owner of the Landowner's Parcel, regardless of whether such landowner may be required to prepay a portion of, or the entirety of, such Assessment upon the occurrence of a mandatory prepayment event as provided in the Service and Assessment Plan;

(iv) the obligation to pay the Assessment levied on the Landowner's Parcel owned by it when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance;

(v) each Assessment or reassessment, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Landowner's Parcel, superior to all other liens and monetary claims except liens or monetary claims for state, county, school district, or municipal ad valorem taxes, and is a personal liability of and charge against the owner of the Landowner's Parcel regardless of whether such owner is named;

(vi) the Assessment lien on the Landowner's Parcel is a lien and covenant that runs with the land and is effective from the date of the Assessment Ordinance and continues until the Assessment is paid and may be enforced by the governing body of the City in the same manner that an ad valorem tax lien against real property may be enforced by the City;

(vii) delinquent installments of the Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act;

(viii) the owner of an Landowner's Parcel may pay at any time the entire Assessment, with interest that has accrued on the Assessment, on any parcel in the Landowner's Parcel;

(ix) the Annual Installments of the Assessments (as defined in the Service and Assessment Plan and Assessment Roll) may be adjusted, decreased and extended; and, the assessed parties shall be obligated to pay their respective revised amounts of the annual installments, when due, and without the necessity of further action, assessments or reassessments by the City, the same as though they were expressly set forth herein; and

(x) Landowner has received, or hereby waives, all notices required to be provided to it under State law, including the PID Act, prior to the Effective Date (defined herein).

C. Mandatory Prepayment of Assessments. Landowner agrees and acknowledges that Landowner or subsequent landowners may have an obligation to prepay an Assessment upon the occurrence of a mandatory prepayment event, at the sole discretion of the City and as provided in the Service and Assessment Plan, as amended or updated.

D. Notice of Assessments. Landowner further agrees as follows:

(i) the Covenants, Conditions and Restrictions attached hereto as Exhibit C shall be terms, conditions and provisions running with the Landowner's Parcel and shall be recorded (the contents of which shall be consistent with the Assessment Ordinance and the Service and Assessment Plan as reasonably determined by the City), in the records of the County Clerk of Denton County, as a lien and encumbrance against such Landowner's Parcel, and Landowner hereby authorizes the City to so record such documents against the Landowner's Parcel owned by Landowner;

(ii) reference to the Covenants, Conditions and Restrictions attached hereto as Exhibit C shall be included on all recordable subdivision plats and such plats shall be recorded in the real property records of Denton County, Texas;

(iii) in the event of any subdivision, sale, transfer or other conveyance by the Landowner of the right, title or interest of the Landowner in the Landowner's Parcel or any part thereof, the Landowner's Parcel, or any such part thereof, shall continue to be bound by all of the terms, conditions and provisions of such Covenants, Conditions and Restrictions and any purchaser, transferee or other subsequent owner shall take such Landowner's Parcel subject to all of the terms, conditions and provisions of such Covenants, Conditions and Restrictions; and

(iv) Landowner shall comply with, and shall contractually obligate (and promptly provide written evidence of such contractual provisions to the City) any party who purchases any Landowner's Parcel owned by Landowner, or any portion thereof, for the purpose of constructing residential properties that are eligible for "homestead" designations under State law, to comply with, the Homebuyer Education Program described on Exhibit D to this Agreement. Such compliance obligation shall

terminate as to each Lot (as defined in the Service and Assessment Plan) if, and when, (i) a final certificate of occupancy for a residential unit on such Lot is issued by the City, and (ii) there is a sale of a Lot to an individual homebuyer, it being the intent of the undersigned that the Homebuyer Education Program shall apply only to a commercial builder who is in the business of constructing and/or selling residences to individual home buyers (a “Builder”) but not to subsequent sales of such residence and Lot by an individual home buyer after the initial sale by a Builder.

Notwithstanding the provisions of this Section, upon the Landowner’s request and the City’s consent, in the City’s sole and absolute discretion, the Covenants, Conditions and Restrictions may be included with other written restrictions running with the land on property within the District, provided they contain all the material provisions and provide the same material notice to prospective property owners as does the document attached as Exhibit C.

II. OWNERSHIP AND CONSTRUCTION OF AUTHORIZED IMPROVEMENTS

A. Ownership and Transfer of Authorized Improvements. Landowner acknowledges that all of the Authorized Improvements and the land (or easements, as applicable) needed therefor shall be owned by the City as constructed and/or conveyed to the City and Landowner will execute such conveyances and/or dedications of public rights of way and easements as may be reasonably required to evidence such ownership, as generally described on the current plats of the property within the District.

B. Grant of Easement and License, Construction of Authorized Improvements.

(i) Any subsequent owner of the Landowner’s Parcel shall, upon the request of the City or Developer, grant and convey to the City or Developer and its contractors, materialmen and workmen a temporary license and/or easement, as appropriate, to construct the Authorized Improvements on the property within the District, to stage on the property within the District construction trailers, building materials and equipment to be used in connection with such construction of the Authorized Improvements and for passage and use over and across parts of the property within the District as shall be reasonably necessary during the construction of the Authorized Improvements. Any subsequent owner of the Landowner’s Parcel may require that each contractor constructing the Authorized Improvements cause such owner of the Landowner’s Parcel to be indemnified and/or named as an additional insured under liability insurance reasonably acceptable to such owner of the Landowner’s Parcel. The right to use and enjoy any easement and license provided above shall continue until the construction of the Authorized Improvements is complete; provided, however, any such license or easement shall automatically terminate upon the recording of the final plat for the Landowner’s Parcel in the real property records of Denton County, Texas.

(ii) Landowner hereby agrees that any right or condition imposed by the Improvement Agreement, or other agreement, with respect to the Assessment has been satisfied, and that Landowner shall not have any rights or remedies against the City under the Improvement Agreement, or under any law or principles of equity concerning the Assessments, with respect to the formation of the District, approval of the Service and Assessment Plan and the City's levy and collection of the Assessments.

III.

COVENANTS AND WARRANTIES; MISCELLANEOUS

A. Special Covenants and Warranties of Landowner.

Landowner represents and warrants to the City as follows:

(i) Landowner is duly organized, validly existing and, as applicable, in good standing under the laws of the state of its organization and has the full right, power and authority to enter into this Agreement, and to perform all the obligations required to be performed by Landowner hereunder.

(ii) This Agreement has been duly and validly executed and delivered by, and on behalf of, Landowner and, assuming the due authorization, execution and delivery thereof by and on behalf of the City and the Landowner, constitutes a valid, binding and enforceable obligation of such party enforceable in accordance with its terms. This representation and warranty is qualified to the extent the enforceability of this Agreement may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting the rights of creditors in general.

(iii) Neither the execution and delivery hereof, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under, any instrument, note, mortgage, contract, judgment, order, award, decree or other agreement or restriction to which Landowner is a party, or by which Landowner or Landowner's Parcel is otherwise bound.

(iv) Landowner is, subject to all matters of record in the Denton County, Texas Real Property Records, the sole owner of the Landowner's Parcel.

(v) The Landowner's Parcel owned by Landowner is not subject to, or encumbered by, any covenant, lien, encumbrance or agreement which would prohibit (i) the creation of the District, (ii) the levy of the Assessments, or (iii) the construction of the Authorized Improvements on those portions of the property within the District which are to be owned by the City, as generally described on the current plats of the property within the District (or, if subject to any such prohibition, the approval or consent of all necessary parties thereto has been obtained).

(vi) Landowner covenants and agrees to execute any and all documents necessary, appropriate or incidental to the purposes of this Agreement, as long as such documents are consistent with this Agreement and do not create additional liability of any type to, or reduce the rights of, such Landowner by virtue of execution thereof.

B. Waiver of Claims Concerning Authorized Improvements. The Landowner, with full knowledge of the provisions, and the rights thereof pursuant to such provisions, of applicable law, waives any claims against the City and its successors, assigns and agents, pertaining to the installation of the Authorized Improvements.

C. Notices.

Any notice or other communication to be given to the City or Landowner under this Agreement shall be given by delivering the same in writing to:

To the City: Attn: City Administrator
City of Celina, Texas
107 S. Main Street
Celina, Texas 76227

With a copy to: Attn: Julie Fort
Messer, Rockefeller & Fort, PLLC
6371 Preston Road, Suite 200
Frisco, Texas 75034

To the Developer: CADG Sutton Fields, LLC
1800 Valley View Lane
Suite 300
Farmers Branch, Texas 75234

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

Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the recipient as the address set forth herein.

Each recipient may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this provision shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication

so delivered in person shall be deemed to be given when receipted for, or actually received by, the addressee.

D. Parties in Interest.

This Agreement is made solely for the benefit of the City and the Landowner and is not assignable, except, in the case of Landowner, in connection with the sale or disposition of all or substantially all of the parcels which constitute the Landowner's Parcel. However, the parties expressly agree and acknowledge that the City, the Landowner, each current owner of any parcel which constitutes the Landowner's Parcel, and the holders of bonds issued by the City to finance the costs of the Authorized Improvements and which are secured by a pledge of the Assessments or any part thereof, are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the parties hereto. This Agreement shall be recorded in the real property records of Denton County, Texas.

E. Amendments.

This Agreement may be amended only by written instrument executed by the City and the Landowner. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the property within the District and recorded in the Real Property Records of Denton County, Texas.

F. Effective Date.

This Agreement shall become and be effective (the "Effective Date") upon the date of final execution by the latter of the City and the Landowner and shall be valid and enforceable on said date and thereafter.

G. Estoppels.

Within 10 days after written request from a party hereto, the other party shall provide a written certification, indicating whether this Agreement remains in effect as to the Landowner's Parcel, and whether any party is then in default hereunder.

H. Termination.

This Agreement shall terminate and be of no further force and effect as to the Landowner's Parcel upon payment in full of the Assessment(s) against such Landowner's Parcel.

[Signature pages to follow]

EXECUTED by the City and Landowner on the respective dates stated below.

Date: _____

CITY OF CELINA, TEXAS

By: _____
Mayor Pro Tem

[Signature Page Landowner Agreement]

LANDOWNER

a Texas _____,

By: _____

STATE OF TEXAS)
)
COUNTY OF _____)

This instrument was acknowledged before me on the __ day of _____, 2015, by _____ in his capacity of _____, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of _____.

Notary Public, State of Texas

My Commission Expires:

[Signature Page Landowner Agreement]

LANDOWNER AGREEMENT - EXHIBIT A
METES AND BOUNDS DESCRIPTION OF LANDOWNER'S PARCEL

LANDOWNER AGREEMENT - EXHIBIT B

SERVICE AND ASSESSMENT PLAN CONTAINED IN ORIGINAL DOCUMENT LANDOWNER AGREEMENT - EXHIBIT C

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (as it may be amended from time to time, this "Declaration") is made as of _____ by _____ a Texas _____ (the "Landowner").

RECITALS:

- A. The Landowner holds record title to that portion of the real property located in Denton County, Texas, which is described in the attached Exhibit A (the "Landowner's Parcel").
- B. The City Council of the City of Celina (the "City Council") upon a petition requesting the establishment of a public improvement district covering the property within the District to be known as the Sutton Fields II Public Improvement District (the "District") by the then owners of more than 50% of the appraised value of the taxable real property and owners of more than 50% of the area of all taxable real property within the area requested to be included in the District created such District, in accordance with the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act").
- C. The City Council has adopted an assessment ordinance to levy assessments for certain public improvements (including all exhibits and attachments thereto, the "Assessment Ordinance") and the Service and Assessment Plan included as an exhibit to the Assessment Ordinance (as amended from time to time, the "Service and Assessment Plan"), and has levied the assessments (as amended from time to time, the "Assessments") on property in the District.
- D. The statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended, to the purchaser, is incorporated into these Covenants, Conditions and Restrictions.

DECLARATIONS:

NOW, THEREFORE, the Landowner hereby declares that the Landowner's Parcel is and shall be subject to, and hereby imposes on the Landowner's Parcel, the following covenants, conditions and restrictions:

1. **Acceptance and Approval of Assessments and Lien on Property:**

- (a) Landowner accepts each Assessment levied on the Landowner's Parcel owned by such Landowner.
- (b) The Assessment (including any reassessment, the expense of collection, and reasonable attorney's fees, if incurred) is (a) a first and prior lien (the "Assessment")

Lien”) against the property assessed, superior to all other liens or claims except for liens or claims for state, county, school district or municipality ad valorem property taxes whether now or hereafter payable, and (b) a personal liability of and charge against the owners of the property to the extent of their ownership regardless of whether the owners are named. The Assessment Lien is effective from the date of the Assessment Ordinance until the Assessments are paid and may be enforced by the City in the same manner as an ad valorem property tax levied against real property that may be enforced by the City. The owner of any assessed property may pay, at any time, the entire Assessment levied against any such property. Foreclosure of an ad valorem property tax lien on property within the District will not extinguish the Assessment or any unpaid but not yet due annual installments of the Assessment, and will not accelerate the due date for any unpaid and not yet due annual installments of the Assessment.

It is the clear intention of all parties to these Declarations of Covenants, Conditions and Restrictions, that the Assessments, including any annual installments of the Assessments (as such annual installments may be adjusted, decreased or extended), are covenants that run with the Landowner’s Parcel and specifically binds the Landowner, its successors and assigns.

In the event of delinquency in the payment of any annual installment of the Assessment, the City is empowered to order institution of an action in district court to foreclose the related Assessment Lien, to enforce personal liability against the owner of the real property for the Assessment, or both. In such action the real property subject to the delinquent Assessment may be sold at judicial foreclosure sale for the amount of such delinquent property taxes and Assessment, plus penalties, interest and costs of collection.

2. Landowner or any subsequent owner of the Landowner’s Parcel waives:

- (a) any and all defects, irregularities, illegalities or deficiencies in the proceedings establishing the District and levying and collecting the Assessments or the annual installments of the Assessments;
- (b) any and all notices and time periods provided by the PID Act including, but not limited to, notice of the establishment of the District and notice of public hearings regarding the levy of Assessments by the City Council concerning the Assessments;
- (c) any and all defects, irregularities, illegalities or deficiencies in, or in the adoption of, the Assessment Ordinance by the City Council;
- (d) any and all actions and defenses against the adoption or amendment of the Service and Assessment Plan, the City’s finding of a ‘special benefit’ pursuant to the PID Act and the Service and Assessment Plan, and the levy of the Assessments; and
- (e) any right to object to the legality of any of the Assessments or the Service and Assessment Plan or to any of the previous proceedings connected therewith which occurred prior to, or upon, the City Council’s levy of the Assessments.

3. **Amendments:** This Declaration may be terminated or amended only by a document duly executed and acknowledged by the then-current owner(s) of the Landowner's Parcel and the City. No such termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the parties by whom approval is required as set forth above and recorded in the real Property Records of Denton County, Texas.
4. **Third Party Beneficiary:** The City is a third party beneficiary to this Declaration and may enforce the terms hereof.
5. **Notice to Subsequent Purchasers:** Upon the sale of a dwelling unit within the District, the purchaser of such property shall be provided a written notice that reads substantially similar to the following:

TEXAS PROPERTY CODE SECTION 5.014

NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENT TO THE CITY OF CELINA, DENTON COUNTY, TEXAS CONCERNING THE PROPERTY AT [Street Address]

As the purchaser of this parcel of real property, you are obligated to pay an assessment to the City of Celina, Texas, for improvement projects undertaken by a public improvement district under Chapter 372 of the Texas Local Government Code, as amended. The assessment may be due in periodic installments.

The amount of the assessment against your property may be paid in full at any time together with interest to the date of payment. If you do not pay the assessment in full, it will be due and payable in annual installments (including interest and collection costs). More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the City of Celina, _____, Celina, Texas _____.

Your failure to pay the assessment or the annual installments could result in a lien and in the foreclosure of your property.

Signature of Purchaser(s) _____ Date: _____

The seller shall deliver this notice to the purchaser before the effective date of an executory contract binding the purchaser to purchase the property. The notice may be given separately, as part of the contract during negotiations, or as part of any other notice the seller delivers to the purchaser. If the notice is included as part of the executory contract or another notice, the title of the notice prescribed by this section, the references to the street address and date in the notice, and the purchaser's signature on the notice may be omitted.

EXECUTED by the undersigned on the date set forth below to be effective as of the date first above written.

LANDOWNER

a Texas _____,

By: _____

STATE OF TEXAS)
)
COUNTY OF _____)

This instrument was acknowledged before me on the ___ day of _____, 20____, by _____ in his capacity as _____, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of _____.

Notary Public, State of Texas

My Commission Expires:

LANDOWNER AGREEMENT - EXHIBIT D
HOMEBUYER EDUCATION PROGRAM

As used in this Exhibit D, the recorded Notice of the Authorization and Establishment of the Sutton Fields II Public Improvement District and the Covenants, Conditions and Restrictions in Exhibit C of this Agreement are referred to as the “Recorded Notices.”

1. Any Landowner who is a Builder shall attach the Recorded Notices and the final Assessment Roll for such Assessed Parcel (or if the Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 35 year payment for such Assessed Parcel) as an addendum to any residential homebuyer’s contract.
2. Any Landowner who is a Builder shall provide evidence of compliance with 1 above, signed by such residential homebuyer, to the City.
3. Any Landowner who is a Builder shall prominently display signage in its model homes, if any, substantially in the form of the Recorded Notices.
4. If prepared and provided by the City, any Landowner who is a Builder shall distribute informational brochures about the existence and effect of the District in prospective homebuyer sales packets.
5. Any Landowner who is a Builder shall include Assessments in estimated property taxes, if such Builder estimates monthly ownership costs for prospective homebuyers.

Exhibit I
METES AND BOUNDS OF REQUESTED TIRZ
INCLUDING NEIGHBORHOOD IMPROVEMENTS AREAS #2-5
493.439 ACRE TRACT

**BEING THAT CERTAIN 493.439 ACRE TRACT OF LAND DESCRIBED BY METES
AND BOUNDS AS FOLLOWS:**

LEGAL DESCRIPTION - 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 1/2 inch iron rod found for corner, said iron rod being the northwest corner of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2007-53939 RPRDCT, and a southwest corner of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340 RPRDCT;

THENCE North 01°22'30" East, continuing with the east right-of-way line of FM No. 1385, a distance of 204.07 feet to a 1/2 inch iron rod found for corner, said iron rod being the northwest corner of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340 RPRDCT, and the southwest corner of the aforementioned tract of land described in deed to Tarsan Corporation recorded in Document No. 2002-108524, RPRDCT;

THENCE North 01°32'20" East, continuing with the east right-of-way line of FM No. 1385, a distance of 455.39 feet to a 1/2 inch iron rod found for corner;

THENCE North 01°55'54" East, continuing with the east right-of-way line of FM No. 1385, a distance of 446.59 feet to a 1/2 inch iron rod found for corner at the intersection of the east right-

of-way line of FM No. 1385, and the approximate center of Crutchfield Road (undedicated public road), 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;

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 1/2 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 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 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. Cospers and Jackie Cospers recorded in Volume 626, Page 706, RPRDCT, passing at a distance of 27.73 feet a 5/8 inch iron rod in concrete found, continuing in all, a distance of 267.98 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner, from which a 5/8 inch iron rod in concrete found bears South 00°17'53" West, a distance of 2.99 feet;

THENCE South 89°25'59" West, with a south line of the Kim Family Living Trust tract, and the north line of the Cospers tract, a distance of 824.19 feet to a 1/2 inch iron rod found for corner;

THENCE South 00°39'57" East, with the west line of the Cospers tract, and an easterly line of the Kim Family Living Trust tract, passing at a distance of 244.64 feet a 1/2 inch iron rod found, continuing in all, a distance of 265.80 feet to a 1/2 inch iron rod found for corner at a southeast corner of Kim Family Living Trust tract, and also being located in the aforementioned approximate center of Parvin Road;

THENCE South 89°09'41" West, with the south line of the Kim Family Living Trust tract, and the approximate center of Parvin Road, passing at a distance of 411.81 feet a 1/2 inch iron rod found at the northeast corner of that certain tract of land described in deed to Swisher Partners, L.P. recorded in Document No. 2004-7927, RPRDCT, continuing in all, a distance of 462.41 feet to a 1/2 inch iron rod found for corner at the southeast corner of that certain tract of land described in deed to the City of Celina, Texas recorded in Document No. 2008-62468, RPRDCT;

THENCE North 00°41'57" West, with the east line of said City of Celina, Texas tract, a distance of 60.00 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 89°18'56" West, with a north line of the City of Celina, Texas tract, and Parvin Road, a distance of 1107.30 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 00°41'04" West, leaving said north line of Parvin Road, a distance of 843.46 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 89°18'56" West, a distance of 815.06 feet to a 5/8 inch iron rod with plastic cap marked "PETITT- RPLS 4087" set for corner, said iron rod being located on an easterly line of said City of Celina, Texas tract, and the aforementioned east right-of-way line of FM No. 1385;

THENCE North 01°32'26" East, with said east right-of-way line of FM No. 1385 according to City of Celina, Texas tract deed, a distance of 350.05 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 89°22'47" East, leaving the east right-of-way line of FM No. 1385, and with the north line of the aforementioned tract of land described in deed to Frisco Industrial Partners recorded in Document No. 2008-66233, RPRDCT, and the south line of that certain tract of land described in deed to Anna Liz Hong recorded in Document No. 2014-15601, RPRDCT, a distance of 1908.52 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for

corner;

THENCE North 00°41'47" West, with the east line of said Anna Liz Hong tract, and the most westerly line of the aforementioned Kim Family Living Trust tract, a distance of 1546.84 feet to an old wood corner post found for corner, from which a 5/8 inch iron rod found bears South 16°28'53" West, a distance of 1.57 feet;

THENCE North 00°24'23" West, with the west line of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT, passing at a distance of 479.75 feet a 5/8 inch iron rod found at the southeast corner of that certain tract of land described in deed to Lee A. Brown recorded in Document No. 2003- 122624, RPRDCT, continuing with said west line of the Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT, and the east line of said Lee A. Brown tract, in all, a total distance of 951.64 feet to a 5/8 inch iron rod found for corner at the southeast corner of the aforementioned Countryview Addition;

THENCE North 00°07'02" West, continuing with the west line of the Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT, and the east line of said Countryview Addition, a distance of 588.61 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner, from which a 1/2 inch iron rod found bears South 89°26'31" West, a distance of 1.51 feet;

THENCE South 89°18'14" West, with the south line of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340, RPRDCT, a distance of 1301.63 feet to a 1/2 inch iron rod found for corner at the most southerly southwest corner of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340 RPRDCT, and the southeast corner of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2007-53939 RPRDCT;

THENCE South 89°15'45" West, with the south line of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2007-53939 RPRDCT, a distance of 522.72 feet to the POINT OF BEGINNING of herein described tract of land containing an area of 622.779 acres of land, more or less.

SAVE AND EXCEPT THE FOLLOWING DESCRIBED TRACT OF LAND:

LEGAL DESCRIPTION – 129.34 ACRE TRACT

BEING that certain tract of land situated in the Freeman Wilkerson Survey, Abstract No. 1411, the Thomas B. Cox Survey, Abstract No. 309, the Carrol Jackson Survey, Abstract No. 1546, and the Jacob Rue Survey, Abstract No. 1109, in Denton County, Texas, and being part of that certain tract of land described in deed to Tarsan Corporation recorded in Document No. 2002-108524, of the Real Property Records of Denton County, Texas (RPRDCT), being part 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, part of that certain tract of land described in deed to The Amanda S. Myers Irrevocable Asset Trust recorded in Document No. 2011- 125051, 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 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 310.73 feet to a 1/2 inch iron rod found for corner, said iron rod being the northwest corner of the aforementioned Mike A. Myers Investment Holdings, L.P. tract, recorded in Document No. 2007-53939 RPRDCT, and a southwest corner of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340 RPRDCT;

THENCE North 01°22'30" East, continuing with the east right-of-way line of FM No. 1385, a distance of 204.07 feet to a 1/2 inch iron rod found for corner, said iron rod being the northwest corner of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340 RPRDCT, and the southwest corner of the aforementioned tract of land described in deed to Tarsan Corporation recorded in Document No. 2002-108524, RPRDCT;

THENCE North 01°32'20" East, continuing with the east right-of-way line of FM No. 1385, a distance of 288.55 feet to a point for corner;

THENCE leaving the east right-of-way line of FM No. 1385, the following bearings and distances to points for corner: South 88°27'40" East, a distance of 30.00 feet;

South 44°23'08" East, a distance of 34.78 feet;

North 89°41'24" East, a distance of 133.33 feet; South 79°00'00" East, a distance of 50.99 feet; North 89°41'24" East, a distance of 201.87 feet; North 00°18'36" West, a distance of 260.00 feet; North 89°41'24" East, a distance of 115.01 feet; North 00°18'36" West, a distance of 30.03 feet; North 89°43'38" East, a distance of 1139.90 feet; South 00°18'36" East, a distance of 289.29 feet; North 89°41'24" East, a distance of 209.80 feet; North 00°18'36" West, a distance of 117.53 feet; North 89°41'24" East, a distance of 75.00 feet; South 88°19'36" East, a distance of 53.07 feet; South 88°47'56" East, a distance of 52.10 feet; South 86°46'41" East, a distance of 53.14 feet; South 85°37'03" East, a distance of 52.58 feet; South 84°41'22" East, a distance of 52.33 feet; South 83°46'24" East, a distance of 51.94 feet; South 82°36'46" East, a distance of 53.09 feet; South 81°16'00" East, a distance of 51.64 feet; South 80°09'14" East, a distance of 52.01 feet; South 79°30'19" East, a distance of 52.38 feet; South 77°54'04" East, a distance of 54.04 feet; South 76°36'04" East, a distance of 50.78 feet; South 76°01'58" East, a distance of 51.81 feet; South 74°30'07" East, a distance of 52.51 feet; South 73°33'41" East, a distance of 52.39 feet; South 72°13'09" East, a distance of 52.58 feet; South 71°19'16" East, a distance of 52.45 feet; South 70°13'27" East, a distance of 51.48 feet; South 69°30'53" East, a distance of 50.91 feet; South 69°02'36" East, a distance of 50.00 feet; South 71°09'40" East, a distance of 50.07 feet; South 75°38'05" East, a distance of 50.17 feet; South 81°08'40" East, a distance of 50.08 feet; South 82°56'19" East, a distance of 55.00 feet; South 83°00'05" East, a distance of 253.99 feet;

And South 87°23'54" East, a distance of 90.00 feet, said point being the beginning of a non-tangent curve to the left;

THENCE with said curve to the left having a central angle of 00°25'00", a radius of 1985.00 feet, a chord which bears North 02°23'36" East, a chord distance of 14.43 feet, for an arc distance of 14.44 feet to the end of said curve, a point for corner;

THENCE South 88°40'51" East, a distance of 410.04 feet to a point for corner, said point being the beginning of a non-tangent curve to the right;

THENCE with said curve to the right having a central angle of 05°33'46", a radius of 2395.00 feet, a chord which bears South 04°49'06" West, a chord distance of 232.44 feet, for an arc distance of 232.53 feet to the end of said curve, a point for corner;

THENCE the following bearings and distances to points for corner: South 82°24'01" East, a distance of 50.00 feet;

South 82°59'10" East, a distance of 115.06 feet;

South 08°38'01" West, a distance of 91.90 feet; South 10°31'15" West, a distance of 79.58 feet; South 12°18'08" West, a distance of 79.58 feet; South 14°05'00" West, a distance of 79.58 feet; South 15°53'29" West, a distance of 81.97 feet; South 17°38'39" West, a distance of 76.00 feet; South 13°54'11" West, a distance of 61.67 feet; South 06°55'46" West, a distance of 45.36 feet; South 00°55'40" West, a distance of 55.53 feet; South 00°23'16" East, a distance of 50.00 feet; South 89°36'44" West, a distance of 45.87 feet; South 00°23'16" East, a distance of 115.00 feet; South 89°36'44" West, a distance of 552.07 feet; South 00°23'16" East, a distance of 165.00 feet; South 89°36'44" West, a distance of 41.70 feet; South 00°23'16" East, a distance of 121.55 feet;

And North 89°18'13" East, a distance of 1367.16 feet, said point being located on a line described in Boundary Line Agreement recorded in Instrument No. 2005-122140, RPRDT;

THENCE South 00°41'45" West, with said line described in Boundary Line Agreement, a distance of 445.13 feet to a point for corner;

THENCE leaving said line described in Boundary Line Agreement, the following bearings and distances to points for corner:

South 89°18'13" West, a distance of 130.62 feet; South 00°41'47" East, a distance of 115.00 feet; South 89°18'13" West, a distance of 420.00 feet; South 00°41'47" East, a distance of 280.00 feet;

And South 89°18'13" West, a distance of 1596.20 feet, said point being the beginning of a non-tangent curve to the right;

THENCE with said curve to the right having a central angle of 20°05'53", a radius of 1355.00 feet, a chord which bears North 14°43'52" East, a chord distance of 472.87 feet, for an arc distance of 475.30 feet to the end of said curve, a point for corner;

THENCE North 65°13'12" West, a distance of 90.00 feet to a point for corner, said point being

the beginning of a non- tangent curve to the right;

THENCE with said curve to the right having a central angle of 01°50'33", a radius of 1445.00 feet, a chord which bears North 25°42'04" East, a chord distance of 46.46 feet, for an arc distance of 46.47 feet to the end of said curve, a point for corner;

THENCE the following bearings and distances to points for corner: North 63°22'39" West, a distance of 51.93 feet;

South 89°18'13" West, a distance of 618.59 feet; North 00°41'47" West, a distance of 5.00 feet

And South 89°18'13" West, a distance of 129.75 feet, said point being located on the west line of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT;

THENCE North 00°24'23" West, 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 that certain tract of land described in deed to Lee A. Brown recorded in Document No. 2003-122624, RPRDCT, a distance of 452.70 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 point (located in tree) for corner, from which a 1/2 inch iron rod found bears South 89°26'31" West, a distance of 1.51 feet;

THENCE North 89°39'05" East, leaving 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 9.96 feet to a point for corner;

THENCE the following bearings and distances to points for corner: North 00°18'36" West, a distance of 694.32 feet;

South 89°41'24" West, a distance of 1254.90 feet;

South 00°18'36" East, a distance of 54.57 feet; South 89°41'24" West, a distance of 115.02 feet;

And South 00°18'36" East, a distance of 648.96 feet, said point being located on the south line 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 464.36 feet to the

POINT OF BEGINNING of herein described tract of land containing an area of 129.34 acres of land, more or less.

LEAVING A NET AREA OF 493.439 ACRES OF LAND, MORE OR LESS.

*REINVESTMENT ZONE NUMBER EIGHT
CITY OF CELINA
FINAL PROJECT PLAN AND FINANCE PLAN*

(the “Final Plan”)

October 10, 2017

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 as a tax increment reinvestment zone to promote development or redevelopment of the area if the governing body of the City (the "City Council") determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future, that the zone is feasible, and that creation of the zone is in the best interest of the City and the property in the zone. The purpose of the zone is to facilitate such development or redevelopment by financing the costs of public works, public improvements, programs, and other projects benefiting the zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

1.2 Eligibility Requirements. An area is eligible under the Act when designated as a tax increment reinvestment zone as it is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City. The City cannot, however, designate a zone if more than 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.

1.3 The Zone. By City Council action on September 12, 2017, the City created a tax increment reinvestment zone to be known as "Reinvestment Zone Number Eight, City of Celina" (the "Zone") that includes approximately 493.439 acres depicted on Exhibit A and described on Exhibit B (the "Property"). The Property is currently zoned as PD-52 and PD-62. 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, the County, 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, the County, and to all of the region quality developments.

1.4 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 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 proposed zone, the boundaries of the proposed zone, and the concept of tax increment financing, and at which hearing the owner of the Property (the "Owner") was given a reasonable opportunity to

protest the inclusion of the Property in the proposed zone. The requirement of the Act for a preliminary reinvestment zone financing plan was satisfied by the preliminary plan dated September 12, 2017 (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.

1.5 Creation of the Zone. Upon the closing of the above-referenced public hearing, the City Council adopted Ordinance No. 2017-49 on September 12, 2017 in accordance with the Act creating the Zone (the "Creation Ordinance") 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").

1.6 Board Recommendations. After the creation of the Zone, the Board, during its October 10, 2017, meeting, reviewed and approved and recommended to the City Council: (a) this *Final Project and Finance Plan for Reinvestment Zone Number Eight, City of Celina* (as amended, the "Final Plan") pursuant to which the City will contribute a portion of its ad valorem tax increment (the "City 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 into the TIRZ Fund to pay such costs.

1.7 Council Action. The City Council, taking into consideration the recommendations of the Board, considered and approved the Final Plan on October 10, 2017.

2. DESCRIPTIONS AND MAPS.

2.1 Existing Uses and Conditions. The Property in the Zone is non- contiguous, is currently located in the City's corporate limits and is zoned as PD-52 and PD-62. The Property is underdeveloped, 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.

2.2 Proposed Uses. The Property is zoned consistent with the Zoning Ordinance and the uses permitted by Planned Development PD-52 and PD-62. A map of the Property and description of the proposed uses of the Property are shown on Exhibit C.

2.3 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 H.

3. PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES, AND REGULATIONS. Development of the Property will involve only those changes established by the City of Celina Zoning Ordinance, as amended.

4. RELOCATION OF DISPLACED PERSONS. No persons will be displaced or relocated due to the creation of the Zone or implementation of the Final Plan.

5. ESTIMATED NON-PROJECT COSTS. Non-project costs are private funds that will be spent to develop in the Zone but will not be financed by the Zone. There are significant non-project costs funded by the Sutton Fields II Public Improvement District and private developer dollars, and estimated at 99.2 million for the Zone.

6. PROPOSED PUBLIC IMPROVEMENTS.

6.1 Categories of Public Improvements. The categories of public works and public improvements (the "Public Improvements") that are proposed to be financed by the Zone are as follows: roadways, City park dedication, municipal site and other public improvements, including associated real estate acquisitions. All Public Improvements shall be designed and constructed in accordance with all applicable City standards and shall be reviewed, inspected, approved, and accepted by the City.

6.2 Locations of Public Improvements. The estimated locations of some of the proposed Public Improvements ("Public Improvements") to be funded by the City as defined Section 6.1, are shown in **Exhibit D**. These locations are provided for informational purposes only and may be revised by City Staff without amending the Final Plan. The remaining Public Improvements are funded by Sutton Fields II Public Improvement District and private developer dollars, as further described in the Service and Assessment Plan for the Sutton Fields Public Improvement District.

7. PROJECT COSTS.

7.1 Estimated Project Costs. The total project costs for the Zone (the "Project Costs") include the Administrative Costs defined below and the costs of the Initial Public Improvements and are estimated to be \$3,204,840 in 2017 Dollars, as set forth in **Exhibit E**. 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 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 (hereinafter defined) before any other Project Costs are paid.

7.2 Estimated Time When Costs Are To Be Incurred. 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.

8. ECONOMIC FEASIBILITY. For purposes of the Final 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 G. This evaluation focuses only on "direct" financial benefits (i.e., tax revenues from new development in the Zone) of the Initial Public Improvements funded by the City and does not take into consideration the "multiplier effect" that will result from new development that occurs as a result, or new development outside the Zone. As illustrated in the Feasibility Study, during the term of the Zone, new development that occurs in the Zone which would not have occurred but for the Public Improvements constructed within the Zone and will generate approximately \$93,312,500 million in total new real property tax revenue. The taxing units that will participate in and benefit from new development within the Zone will retain approximately \$86,108,361 million as follows:

City of Celina net additional property tax revenue: \$86,108,361 million

These projections assume an annual property value inflation factor of 1.97%.

Based on the foregoing, the feasibility of the Zone has been demonstrated. A portion of the new tax revenue generated for all taxing units by new development within the Zone will be retained by those taxing units. The remainder of the new tax revenue generated by new development within the Zone will be available to pay actual Project Costs until the term of the Zone expires or until the Zone is otherwise terminated as hereinafter provided. Upon expiration or termination of the Zone, 100% of all tax revenue generated within the Zone will be retained by the respective taxing units.

9. ESTIMATED BONDED INDEBTEDNESS. No bonded indebtedness issued by the City is contemplated.

10. TOTAL APPRAISED VALUE. The current preliminary total appraised value of taxable real property in the Zone is \$1,244,861 million based on the allocation 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 will be \$751,227,970 million.

12. 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 2017, the tax increment base of the Property will be \$1,244,861.

13. METHOD OF FINANCING. The City will, in the future, pay (using the TIRZ funds) the Project Costs and will construct or cause to be constructed the Public Improvements. The Final Plan shall obligate the City to pay from the TIRZ Fund all actual Project Costs, which shall be reviewed and approved by the City. Funds deposited into the TIRZ Fund shall always first be applied to pay the Administrative Costs. After the Administrative Costs have been paid, funds in the TIRZ Fund shall next be used to pay 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

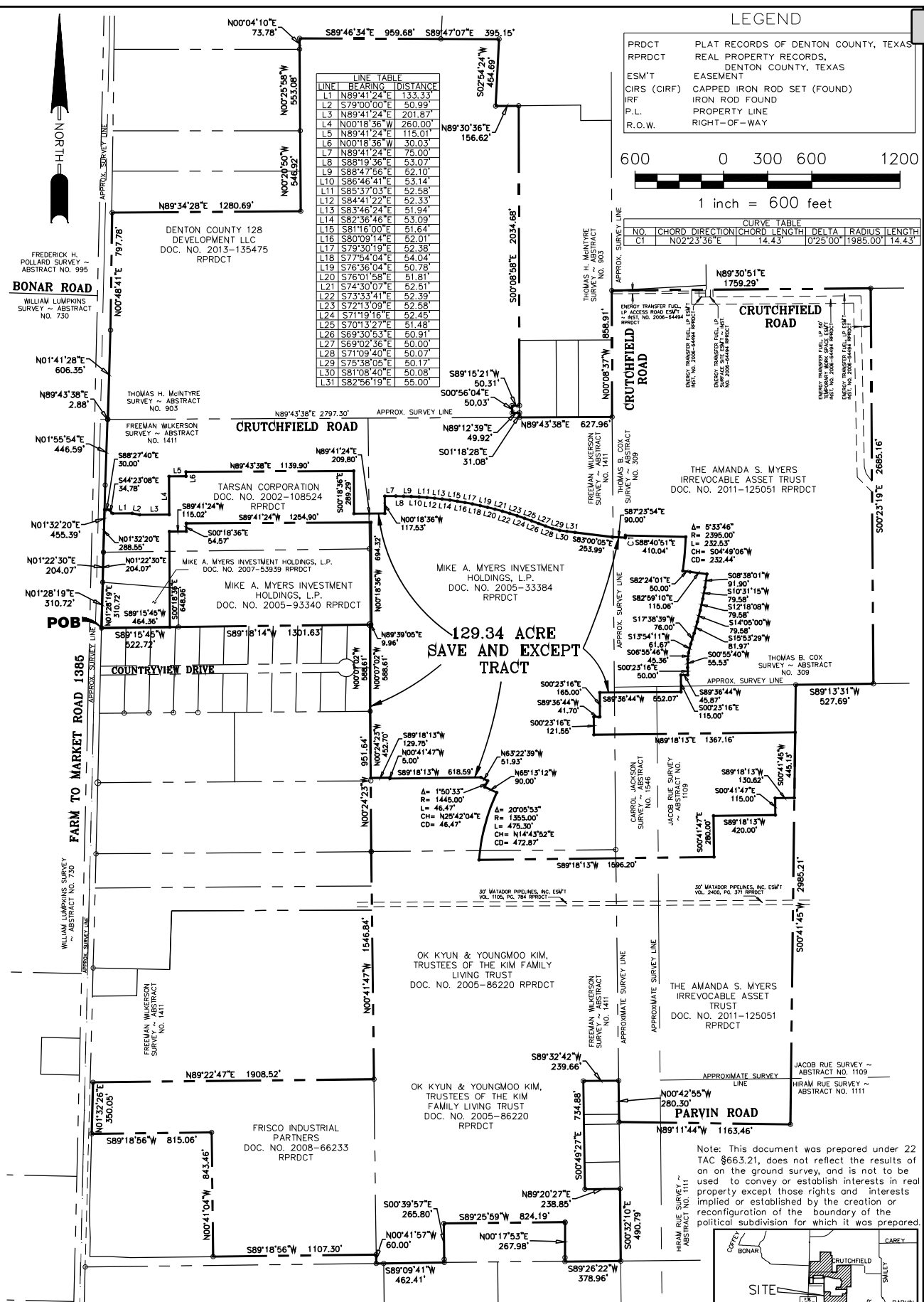
the governing body, and the TIRZ Fund shall only be used to pay the Project Costs. The Final Plan shall obligate the City to deposit into the TIRZ Fund each year for the duration of the Zone a portion of the City Tax Increment calculated as a millage rate per \$100 of captured appraised value in the Zone that equals 7.76% of the City's real property tax rate in TIRZ years one through twenty-five (1-25).

15. DURATION OF THE ZONE; TERMINATION. The stated term of the Zone shall be 27 years and commence on January 1, 2017, and shall continue until December 31, 2044, unless otherwise terminated in accordance with this section or the provisions of the Creation Ordinance. 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.

16. LIST OF EXHIBITS. Unless otherwise stated, all references to "Exhibits" contained in this Final Plan shall mean and refer to the following exhibits, all of which are attached to and made a part of this Final Plan for all purposes.

Exhibit A	Map of the Property and TIRZ Zone
Exhibit B	Metes and Bounds Description of Property in the Zone
Exhibit C	Map and Description of Proposed Uses of the Property
Exhibit D	Map of Public Improvements
Exhibit E	Project Costs
Exhibit F	PD-52 and PD-62
Exhibit G	Projected Absorption, Incremental Values and Incremental Taxes
Exhibit H	List of Parcels in the Zone

Exhibit A
Map of the Property and TIRZ Zone



PETITT BARRAZA
ENGINEERING PLANNING SURVEYING
TBPE FIRM REGISTRATION NO. 1488
TBPLS FIRM REGISTRATION NO. 101068

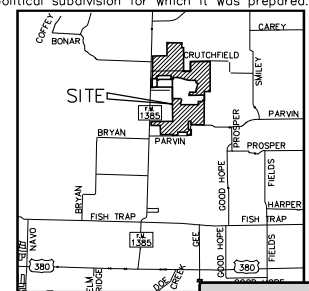
1651 N. Glenville Drive, Suite 212
Richardson, Texas 75081
Tel. No. (214) 221-9955
Fax No. (214) 340-3550

DATE: MARCH 2017

JOB NO. 14013-00

SCALE: 1" = 600'

EXHIBIT "A"
SUTTON FIELDS
493.439 NET ACRE TRACT
SITUATED IN THE
FREEMAN WILKERSON SURVEY ~ ABSTRACT NO. 1411
THOMAS H. MCINTYRE SURVEY ~ ABSTRACT NO. 903
THOMAS B. COX SURVEY ~ ABSTRACT NO. 309
CARROLL JACKSON SURVEY ~ ABSTRACT NO. 1546
JACOB RUE SURVEY ~ ABSTRACT NO. 1109
& HIRAM RUE SURVEY ~ ABSTRACT NO. 1111
DENTON COUNTY, TEXAS



LOCATION

Packet Pg. 543

Exhibit B

Metes and Bounds Description of Property in the Zone

EXHIBIT A**493.439 ACRE TRACT****BEING THAT CERTAIN 493.439 ACRE TRACT OF LAND DESCRIBED BY METES AND BOUNDS AS FOLLOWS:****LEGAL DESCRIPTION - 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 1/2 inch iron rod found for corner, said iron rod being the northwest corner of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2007-53939 RPRDCT, and a southwest corner of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340 RPRDCT;

THENCE North 01°22'30" East, continuing with the east right-of-way line of FM No. 1385, a distance of 204.07 feet to a 1/2 inch iron rod found for corner, said iron rod being the northwest corner of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340 RPRDCT, and the southwest corner of the aforementioned tract of land described in deed to Tarsan Corporation recorded in Document No. 2002-108524, RPRDCT;

THENCE North 01°32'20" East, continuing with the east right-of-way line of FM No. 1385, a distance of 455.39 feet to a 1/2 inch iron rod found for corner;

THENCE North 01°55'54" East, continuing with the east right-of-way line of FM No. 1385, a distance of 446.59 feet to a 1/2 inch iron rod found for corner at the intersection of the east right-of-way line of FM No. 1385, and the approximate center of Crutchfield Road (undedicated public road), 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;

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 1/2 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 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 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. Cospers and Jackie Cospers recorded in Volume 626, Page 706, RPRDCT, passing at a distance of 27.73 feet a 5/8 inch iron rod in concrete found, continuing in all, a distance of 267.98 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner, from which a 5/8 inch iron rod in concrete found bears South 00°17'53" West, a distance of 2.99 feet;

THENCE South 89°25'59" West, with a south line of the Kim Family Living Trust tract, and the north line of the Cospers tract, a distance of 824.19 feet to a 1/2 inch iron rod found for corner;

THENCE South 00°39'57" East, with the west line of the Cospers tract, and an easterly line of the Kim Family Living Trust tract, passing at a distance of 244.64 feet a 1/2 inch iron rod found, continuing in all, a distance of 265.80 feet to a 1/2 inch iron rod found for corner at a southeast corner of Kim Family Living Trust tract, and also being located in the aforementioned approximate center of Parvin Road;

THENCE South 89°09'41" West, with the south line of the Kim Family Living Trust tract, and the approximate center of Parvin Road, passing at a distance of 411.81 feet a 1/2 inch iron rod found at the northeast corner of that certain tract of land described in deed to Swisher Partners, L.P. recorded in Document No. 2004-7927, RPRDCT, continuing in all, a distance of 462.41 feet to a 1/2 inch iron rod found for corner at the southeast corner of that certain tract of land described in deed to the City of Celina, Texas recorded in Document No. 2008-62468, RPRDCT;

THENCE North 00°41'57" West, with the east line of said City of Celina, Texas tract, a distance of 60.00 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 89°18'56" West, with a north line of the City of Celina, Texas tract, and Parvin Road, a distance of 1107.30 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 00°41'04" West, leaving said north line of Parvin Road, a distance of 843.46 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 89°18'56" West, a distance of 815.06 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner, said iron rod being located on an easterly line of said City of Celina, Texas tract, and the aforementioned east right-of-way line of FM No. 1385;

THENCE North 01°32'26" East, with said east right-of-way line of FM No. 1385 according to City of Celina, Texas tract deed, a distance of 350.05 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 89°22'47" East, leaving the east right-of-way line of FM No. 1385, and with the north line of the aforementioned tract of land described in deed to Frisco Industrial Partners recorded in Document No. 2008-66233, RPRDCT, and the south line of that certain tract of land described in deed to Anna Liz Hong recorded in Document No. 2014-15601, RPRDCT, a distance of 1908.52 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 00°41'47" West, with the east line of said Anna Liz Hong tract, and the most westerly line of the aforementioned Kim Family Living Trust tract, a distance of 1546.84 feet to an old wood corner post found for corner, from which a 5/8 inch iron rod found bears South 16°28'53" West, a distance of 1.57 feet;

THENCE North 00°24'23" West, with the west line of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT, passing at a distance of 479.75 feet a 5/8 inch iron rod found at the southeast corner of that certain tract of land described in deed to Lee A. Brown recorded in Document No. 2003-122624, RPRDCT, continuing with said west line of the Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT, and the east line of said Lee A. Brown tract, in all, a total distance of 951.64 feet to a 5/8 inch iron rod found for corner at the southeast corner of the aforementioned Countryview Addition;

THENCE North 00°07'02" West, continuing with the west line of the Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT, and the east line of said Countryview Addition, a distance of 588.61 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner, from which a 1/2 inch iron rod found bears South 89°26'31" West, a distance of 1.51 feet;

THENCE South 89°18'14" West, with the south line of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340, RPRDCT, a distance of 1301.63 feet to a 1/2 inch iron rod found for corner at the most southerly southwest corner of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340 RPRDCT, and the southeast corner of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2007-53939 RPRDCT;

THENCE South 89°15'45" West, with the south line of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2007-53939 RPRDCT, a distance of 522.72 feet to the POINT OF BEGINNING of herein described tract of land containing an area of 622.779 acres of land, more or less.

SAVE AND EXCEPT THE FOLLOWING DESCRIBED TRACT OF LAND:

LEGAL DESCRIPTION – 129.34 ACRE TRACT

BEING that certain tract of land situated in the Freeman Wilkerson Survey, Abstract No. 1411, the Thomas B. Cox Survey, Abstract No. 309, the Carrol Jackson Survey, Abstract No. 1546, and the Jacob Rue Survey, Abstract No. 1109, in Denton County, Texas, and being part of that certain tract of land described in deed to Tarsan Corporation recorded in Document No. 2002-108524, of the Real Property Records of Denton County, Texas (RPRDCT), being part 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, part of that certain tract of land described in deed to The Amanda S. Myers Irrevocable Asset Trust recorded in Document No. 2011-125051, 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 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 310.73 feet to a 1/2 inch iron rod found for corner, said iron rod being the northwest corner of the aforementioned Mike A. Myers Investment

Holdings, L.P. tract, recorded in Document No. 2007-53939 RPRDCT, and a southwest corner of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340 RPRDCT;

THENCE North 01°22'30" East, continuing with the east right-of-way line of FM No. 1385, a distance of 204.07 feet to a 1/2 inch iron rod found for corner, said iron rod being the northwest corner of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340 RPRDCT, and the southwest corner of the aforementioned tract of land described in deed to Tarsan Corporation recorded in Document No. 2002-108524, RPRDCT;

THENCE North 01°32'20" East, continuing with the east right-of-way line of FM No. 1385, a distance of 288.55 feet to a point for corner;

THENCE leaving the east right-of-way line of FM No. 1385, the following bearings and distances to points for corner:

South 88°27'40" East, a distance of 30.00 feet;
 South 44°23'08" East, a distance of 34.78 feet;
 North 89°41'24" East, a distance of 133.33 feet;
 South 79°00'00" East, a distance of 50.99 feet;
 North 89°41'24" East, a distance of 201.87 feet;
 North 00°18'36" West, a distance of 260.00 feet;
 North 89°41'24" East, a distance of 115.01 feet;
 North 00°18'36" West, a distance of 30.03 feet;
 North 89°43'38" East, a distance of 1139.90 feet;
 South 00°18'36" East, a distance of 289.29 feet;
 North 89°41'24" East, a distance of 209.80 feet;
 North 00°18'36" West, a distance of 117.53 feet;
 North 89°41'24" East, a distance of 75.00 feet;
 South 88°19'36" East, a distance of 53.07 feet;
 South 88°47'56" East, a distance of 52.10 feet;
 South 86°46'41" East, a distance of 53.14 feet;
 South 85°37'03" East, a distance of 52.58 feet;
 South 84°41'22" East, a distance of 52.33 feet;
 South 83°46'24" East, a distance of 51.94 feet;
 South 82°36'46" East, a distance of 53.09 feet;
 South 81°16'00" East, a distance of 51.64 feet;
 South 80°09'14" East, a distance of 52.01 feet;
 South 79°30'19" East, a distance of 52.38 feet;
 South 77°54'04" East, a distance of 54.04 feet;
 South 76°36'04" East, a distance of 50.78 feet;
 South 76°01'58" East, a distance of 51.81 feet;
 South 74°30'07" East, a distance of 52.51 feet;
 South 73°33'41" East, a distance of 52.39 feet;
 South 72°13'09" East, a distance of 52.58 feet;
 South 71°19'16" East, a distance of 52.45 feet;
 South 70°13'27" East, a distance of 51.48 feet;
 South 69°30'53" East, a distance of 50.91 feet;
 South 69°02'36" East, a distance of 50.00 feet;
 South 71°09'40" East, a distance of 50.07 feet;
 South 75°38'05" East, a distance of 50.17 feet;
 South 81°08'40" East, a distance of 50.08 feet;
 South 82°56'19" East, a distance of 55.00 feet;
 South 83°00'05" East, a distance of 253.99 feet;
 And South 87°23'54" East, a distance of 90.00 feet, said point being the beginning of a non-tangent curve to the left;

THENCE with said curve to the left having a central angle of $00^{\circ}25'00''$, a radius of 1985.00 feet, a chord which bears North $02^{\circ}23'36''$ East, a chord distance of 14.43 feet, for an arc distance of 14.44 feet to the end of said curve, a point for corner;

THENCE South $88^{\circ}40'51''$ East, a distance of 410.04 feet to a point for corner, said point being the beginning of a non-tangent curve to the right;

THENCE with said curve to the right having a central angle of $05^{\circ}33'46''$, a radius of 2395.00 feet, a chord which bears South $04^{\circ}49'06''$ West, a chord distance of 232.44 feet, for an arc distance of 232.53 feet to the end of said curve, a point for corner;

THENCE the following bearings and distances to points for corner:

South $82^{\circ}24'01''$ East, a distance of 50.00 feet;
 South $82^{\circ}59'10''$ East, a distance of 115.06 feet;
 South $08^{\circ}38'01''$ West, a distance of 91.90 feet;
 South $10^{\circ}31'15''$ West, a distance of 79.58 feet;
 South $12^{\circ}18'08''$ West, a distance of 79.58 feet;
 South $14^{\circ}05'00''$ West, a distance of 79.58 feet;
 South $15^{\circ}53'29''$ West, a distance of 81.97 feet;
 South $17^{\circ}38'39''$ West, a distance of 76.00 feet;
 South $13^{\circ}54'11''$ West, a distance of 61.67 feet;
 South $06^{\circ}55'46''$ West, a distance of 45.36 feet;
 South $00^{\circ}55'40''$ West, a distance of 55.53 feet;
 South $00^{\circ}23'16''$ East, a distance of 50.00 feet;
 South $89^{\circ}36'44''$ West, a distance of 45.87 feet;
 South $00^{\circ}23'16''$ East, a distance of 115.00 feet;
 South $89^{\circ}36'44''$ West, a distance of 552.07 feet;
 South $00^{\circ}23'16''$ East, a distance of 165.00 feet;
 South $89^{\circ}36'44''$ West, a distance of 41.70 feet;
 South $00^{\circ}23'16''$ East, a distance of 121.55 feet;
 And North $89^{\circ}18'13''$ East, a distance of 1367.16 feet, said point being located on
 a line described in Boundary Line Agreement recorded in Instrument No. 2005-122140, RPRDT;

THENCE South $00^{\circ}41'45''$ West, with said line described in Boundary Line Agreement, a distance of 445.13 feet to a point for corner;

THENCE leaving said line described in Boundary Line Agreement, the following bearings and distances to points for corner:

South $89^{\circ}18'13''$ West, a distance of 130.62 feet;
 South $00^{\circ}41'47''$ East, a distance of 115.00 feet;
 South $89^{\circ}18'13''$ West, a distance of 420.00 feet;
 South $00^{\circ}41'47''$ East, a distance of 280.00 feet;
 And South $89^{\circ}18'13''$ West, a distance of 1596.20 feet, said point being the beginning of a non-tangent curve to the right;

THENCE with said curve to the right having a central angle of $20^{\circ}05'53''$, a radius of 1355.00 feet, a chord which bears North $14^{\circ}43'52''$ East, a chord distance of 472.87 feet, for an arc distance of 475.30 feet to the end of said curve, a point for corner;

THENCE North $65^{\circ}13'12''$ West, a distance of 90.00 feet to a point for corner, said point being the beginning of a non-tangent curve to the right;

THENCE with said curve to the right having a central angle of 01°50'33", a radius of 1445.00 feet, a chord which bears North 25°42'04" East, a chord distance of 46.46 feet, for an arc distance of 46.47 feet to the end of said curve, a point for corner;

THENCE the following bearings and distances to points for corner:

North 63°22'39" West, a distance of 51.93 feet;
 South 89°18'13" West, a distance of 618.59 feet;
 North 00°41'47" West, a distance of 5.00 feet
 And South 89°18'13" West, a distance of 129.75 feet, said point being located on the west line of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT;

THENCE North 00°24'23" West, 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 that certain tract of land described in deed to Lee A. Brown recorded in Document No. 2003-122624, RPRDCT, a distance of 452.70 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 point (located in tree) for corner, from which a 1/2 inch iron rod found bears South 89°26'31" West, a distance of 1.51 feet;

THENCE North 89°39'05" East, leaving 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 9.96 feet to a point for corner;

THENCE the following bearings and distances to points for corner:

North 00°18'36" West, a distance of 694.32 feet;
 South 89°41'24" West, a distance of 1254.90 feet;
 South 00°18'36" East, a distance of 54.57 feet;
 South 89°41'24" West, a distance of 115.02 feet;
 And South 00°18'36" East, a distance of 648.96 feet, said point being located on the south line 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 464.36 feet to the POINT OF BEGINNING of herein described tract of land containing an area of 129.34 acres of land, more or less.

LEAVING A NET AREA OF 493.439 ACRES OF LAND, MORE OR LESS.

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.

Exhibit C

Map and Description of Proposed Uses of the Property



TIRZ 8 Area:

	70's	60's	50's	Models	Total	Acres
TIRZ 8	351	603	825	0	1779	493.439

Attachment: TIRZ No. 8 Final Project Plan and Finance Plan (Ordinance of CC approving TIRZ #8 (Sutton Fields) Project & Financing Plan)



TIRZ NO. 8 AREA
SUTTON FIELDS DEVELOPMENT
CELINA, DENTON COUNTY, TEXAS

SCALE: 1"=600'



PETITT BARRAZA
ENGINEERING PLANNING SURVEYING

DATE: JULY 2017

Exhibit D
Map of Public Improvements

Exhibit D
INCLUDING DEPICTION OF MUNICIPAL SITE



Exhibit E
Project Costs

Description	Total Cost
Municipal site	\$1,000,000
Park Contribution	\$2,000,000
Roadway Improvements- Crutchfield	\$795,377
Bond issuance costs	\$1,174,331
Total Project Costs	\$4,969,708

Projects Costs for TIRZ #4	35.5%	\$1,764,868
Projects Costs for TIRZ #8	64.5%	\$3,204,840
Total Project Costs		\$4,969,708

Exhibit F
PD-52 and PD-62

CITY OF CELINA, TEXAS

ORDINANCE 2015-18
SUTTON FIELDS PD-52

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 510.80 ACRE TRACT OF LAND LOCATED IN THE F. WILKERSON SURVEY, ABSTRACT NUMBER 1411, H. RUE SURVEY, ABSTRACT NUMBER 1111, T. COX SURVEY, ABSTRACT NUMBER 309, J. RUE SURVEY, ABSTRACT NUMBER 1109, AND THE C. JACKSON SURVEY, ABSTRACT NUMBER 1546, DENTON COUNTY, TEXAS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT #52; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT OF ZONING CLASSIFICATION; PROVIDING FOR ZONING DESIGNATION AND DEVELOPMENT STANDARDS; PROVIDING FOR REVISION OF ZONING MAP; PROVIDING FOR COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO PUBLIC HEALTH AND SAFETY; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a home rule municipality located in Collin, and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code, The Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Title 7 Chapter 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the tract comprising the property has been depicted in detail in Exhibit "B" attached hereto; and incorporated herein; and

WHEREAS, the concept plan and development regulations set forth in Exhibit "C" and Exhibit "D" attached hereto and incorporated herein define the base zoning districts and provide for certain modifications to such district regulations.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the 2030 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1 **INCORPORATION OF PREMISES**

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2 **FINDINGS**

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety and welfare.

SECTION 3 **AMENDMENT OF ZONING CLASSIFICATION**

That the zoning classification is hereby established as "PD" Planned Development District, #23 on a certain tract of land described in in Exhibit "A" and depicted in Exhibit "B".

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT STANDARDS**

4.01 That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, depicted in Exhibit "A" attached hereto and incorporated herein, as "PD" Planned Development District #23.

4.02 This ordinance only regulates the uses allowed for the property identified above. All development and construction shall occur in accordance with the requirements of this ordinance; the development standards set forth in Exhibit "C"; the concept plan set forth in Exhibit "D" and all other applicable ordinances, rules, and regulations of the City.

SECTION 5 **REVISION OF ZONING MAP**

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6 **COMPLIANCE REQUIRED**

That the property depicted on Exhibit "A" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7 **PENALTY**

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense.

7.02 If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8 **CUMULATIVE REPEALER CLAUSE**

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

SECTION 9 **SAVINGS CLAUSE**

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning regulation which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 10 **SEVERABILITY**

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

SECTION 11
PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, Penalty and Effective Date Clause of this Ordinance as required by Section 52.011 of the Local Government Code.

SECTION 12
ENGROSSMENT AND ENROLLMENT

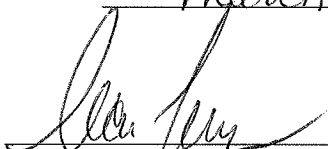
The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive caption in the minutes of the City Council and by filing this Ordinance in the Ordinance records of the City.

SECTION 13
EFFECTIVE DATE

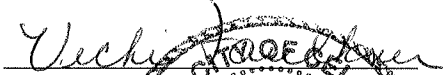
This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 17 day of March, 2015.


Sean Terry, Mayor
City of Celina, Texas

ATTEST:


Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

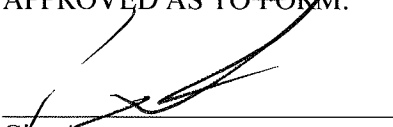

City Attorney
City of Celina, Texas

EXHIBIT "A"
DESCRIPTION
510.80 ACRES

Being a 510.80 acre tract of land located in the F. Wilkerson Survey, Abstract Number 1411, H. Rue Survey, Abstract Number 1111, T. Cox Survey, Abstract Number 309, J. Rue Survey, Abstract Number 1109, and the C. Jackson Survey, Abstract Number 1546, Denton County, Texas, said tract being all of the following tracts of land; a called 36.740 acre tract of land described in a deed to Tarsan Corporation, recorded as Document Number 2002-108524 of the Real Property Records of Denton County Texas (RPRDCT), a called 111.925 acre tract of land described in a deed to Mike A. Myers Holdings, L.P., recorded as Document Number 2005-33384 of the said RPRDCT, a called 190.449 acre tract of land described in a deed to Amanda A. Myers Irrevocable Asset Trust, recorded as Document Number 2011-125051 of the said RPRDCT, a called 97.547 acre tract of land described in a deed to Ok Kyun Kim and Youngmoo Kim, Trustees of the Kim Family Living Trust, recorded as Document Number 2005-86220 of the said RPRDCT, a called 52.775 acre tract of land described in a deed to Frisco Industrial Partners, recorded as Document Number 2008-66233, a called 18.0152 acre tract of land to Mike A. Myers Investment Holdings, L.P., recorded as Document Number 2005-93340 of the said RPRDCT, and a called 3.415 acre tract of land to Mike A. Myers Investment Holdings, L.P., recorded as Document Number 2007-53939 of the said RPRDCT, and being more particularly described by metes and bounds as follows;

BEGINNING at a point for the northwest corner of said Tarsan Corporation in the east Right-of-Way line of Farm to Market Road 1385 (called 80 foot Right-of-Way), said point is also the southwest corner of a tract of land described in a deed to Denton County 128 Development, L.L.C., recorded as Document Number 2013-135475;

THENCE South 88 Degrees 16 Minutes 38 Seconds East, the basis of all bearings hereto, with the north line of said Tarsan tract, for a distance of 1770.62 feet to a point for the northwest corner of said Mike A. Myers called 111.925 acre tract of land;

THENCE South 88 Degrees 17 Minutes 12 Seconds East, with the north line of said Mike A. Myers tract for a distance of 1660.51 feet to a point for the northeast corner of said Mike A. Myers tract in the west line of a said Amanda A. Myers tract;

THENCE North 01 Degree 59 Minutes 06 Seconds East, with the west line of said Amanda A. Myers tract for a distance of 858.60 to a point for the northwest corner of said Amanda A. Myers Tract;

THENCE South 88 Degrees 21 Minutes 42 Seconds East, with the north line of said Amanda A. Myers tract for a distance of 1759.25 feet to a point for the northeast corner of said Amanda A. Myers tract;

THENCE the following bearings and distances with the easterly line of said Amanda A. Myers tract:

South 01 Degree 44 Minutes 39 Seconds West, for a distance of 2685.00 feet to a point for corner;

North 88 Degrees 38 Minutes 13 Seconds West, for a distance of 527.67 feet to a point for corner;

South 02 Degrees 49 Minutes 30 Seconds West, for a distance of 2985.51 feet to a point for the southwest corner of said Amanda A. Myers tract;

THENCE North 87 Degrees 03 Minutes 51 Seconds West, with the south line of said Amanda A. Myers tract for a distance of 1163.45 feet to a point for the southwest corner of said Amanda A. Myers tract;

THENCE North 01 Degree 25 Minutes 02 Seconds East, with the west line of said Amanda A. Myers tract, and the east line of a called 1.25 acre tract of land described in a deed to Donald K. Estep and wife Sonja K. Estep, recorded as Document Number 2001-99806 of the said RPRDCT, for a distance of 280.54 feet to a point for the northeast corner of said Estep tract;

THENCE North 88 Degrees 36 Minutes 00 Seconds West, with the north line of said Estep tract for a distance of 237.50 feet to a point for the northwest corner of said Estep Tract;

THENCE South 01 Degree 25 Minutes 00 Seconds West, with the west line of said Estep tract and the easterly line of said Kim Family Trust tract for a distance of 733.64 feet to a point for the southwest corner of a called 1.00 acre tract of land described in a deed to David P. Brewer and Carolyn J. Brewer, recorded as Document Number 2012-34990;

THENCE South 88 Degrees 36 Minutes 00 Seconds East, with the south line of said Brewer tract for a distance of 237.50 to a point for corner located in the approximate centerline of Parvin Road (an undedicated road and in the west line of a tract of land described in a deed to Jo Lynn Carey Ninemire and Mark Carlton Carey, recorded as Document Number 2014-16824 of said RPRDCT;

THENCE South 01 Degree 25 Minutes 00 Seconds West, with the easterly line of said Kim Family Trust tract, the west line of said Carey tract, and the approximate centerline of said Parvin Road for a distance of 490.70 feet to a point for the southeast corner of said Kim Family Trust tract;

THENCE North 88 Degrees 29 Minutes 00 Seconds West, with the southerly line of said Kim Family trust tract and the approximate centerline of said Parvin Road for a distance of 378.71 feet to a point for the southeast corner of a called 5.00 acre tract of land described in a deed to John M. Cosper and wife Jackie Cosper, recorded in Volume 785, Page 507 of said RPRDCT;

THENCE North 01 Degree 25 Minutes 00 Seconds East, with the east line of said Cosper tract for a distance of 268.61 feet to a point for the northeast corner of said Cosper tract;

THENCE North 88 Degrees 29 Minutes 00 Seconds West, with the north line of said Cosper tract for a distance of 820.00 feet to a point for the northwest corner of said Cosper tract;

THENCE South 01 Degree 25 Minutes 00 Seconds West, with the west line of said Cosper tract for a distance of 268.61 to a point for the southwest corner of said Cosper tract located in the approximate center line of said Parvin Road;

THENCE North 88 Degrees 29 Minutes 00 Seconds West, with the approximate centerline of said Parvin Road and the southerly line of said Kim Family Trust tract for a distance of 462.05 feet to a point for the southwest corner of said Kim Family Trust tract;

THENCE North 01 Degree 24 Minutes 00 Seconds East, with the west line of said Kim Family Trust tract for a distance of 59.95 feet to a point for the southeast corner of said Frisco Industrial Partners tract;

THENCE North 88 Degrees 34 Minutes 07 Seconds West, with the southerly line of said Frisco Industrial Partners tract for a distance of 1667.80 feet to a point for corner;

THENCE North 84 Degrees 45 Minutes 22 Seconds West, continuing with said southerly line for a distance of 150.33 feet to a point for corner;

THENCE North 88 Degrees 34 Minutes 13 Seconds West, continuing with said southerly line for a distance of 127.23 feet to a point for the southwest corner of said Frisco Industrial Partners tract located in the east Right-of-Way Line of said F.M. 1385;

THENCE North 03 Degrees 39 Minutes 17 Seconds East, with the East Right-of-Way line of said F.M. 1385 and the westerly line of said Frisco Industrial Partners tract for a distance of 127.23 feet to a point for corner;

THENCE North 00 Degrees 09 Minutes 33 Seconds West, continuing with the East Right-of-Way line of said F.M. 1385 and the westerly line of said Frisco Industrial Partners tract for a distance of 150.33 feet to a point for corner;

THENCE North 03 Degrees 39 Minutes 17 Seconds East, continuing with the East Right-of-Way line of said F.M. 1385 and the westerly line of said Frisco Industrial Partners tract for a distance of 906.47 feet to a point for the northwest corner of said Frisco Industrial Partners tract;

THENCE South 88 Degrees 30 Minutes 32 Seconds East, with the north line of said Frisco Industrial Partners tract and the south line of a called 44.562 acre tract of land described in a deed to Anna Liz Hong, recorded as Document Number 2014-15601 of said RPRDCT, for a distance of 1908.45 feet to a point for the northeast corner of said Frisco Industrial Partners tract;

THENCE North 01 Degree 24 Minutes 00 Seconds East, with the westerly line of said Kim Family Trust tract for a distance of 1546.15 feet to a point for the northwest corner of said Kim Family Trust tract and the southwest corner of said Mike A. Myers 111.925 acre tract;

THENCE North 01 Degree 42 Minutes 10 Seconds East, with the west line of said Mike A. Myers 111.925 acre tract for a distance of 951.61 feet to a point for the southeast corner of Lot

12 of the Country View Addition, an Addition to Denton County, Texas recorded in Cabinet F, Page 267 of the Plat Records of Denton County Texas (PRDCT);

THENCE North 01 Degree 57 Minutes 30 Seconds East, with the east line of said Country View Addition for a distance of 588.24 to a point for the northeast corner of Lot 11 of said Country View Addition and the southwest corner of said Mike A. Myers called 18.0152 acre tract;

THENCE North 88 Degrees 47 Minutes 12 Seconds West, with the south line of said Mike A. Myers called 18.0152 acre tract and the north line of said Country View Addition, for a distance of 1297.98 feet to a point for the southeast corner of said Mike A. Myers called 3.415 acre tract;

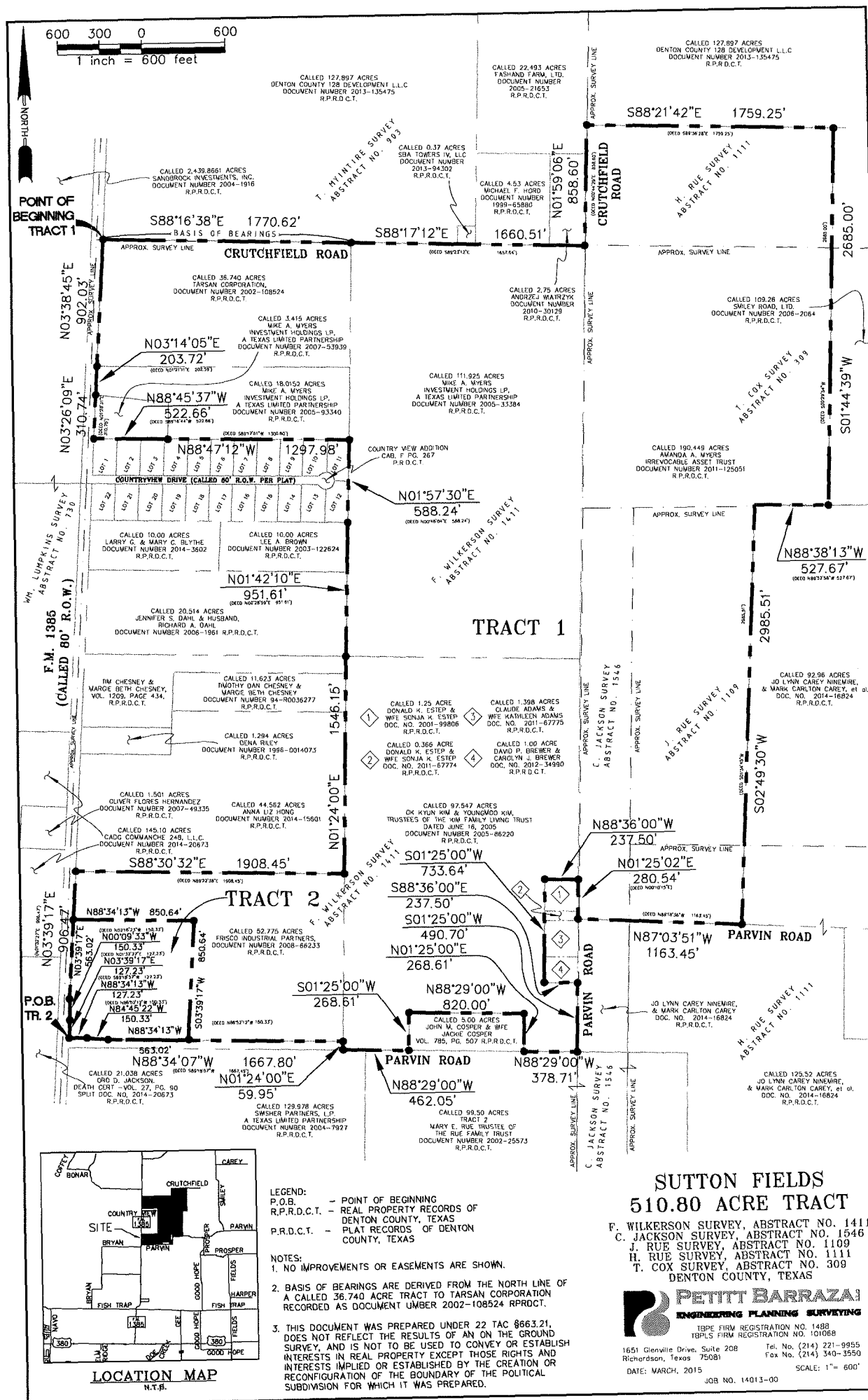
THENCE North 88 Degrees 45 Minutes 37 Seconds West, with the south line of said Mike A. Myers called 3.415 acre tract and the north line of said Country View Addition, for a distance of 522.66 feet to a point for the southwest corner of said Mike A. Myers called 3.415 acre tract located in the east Right-of-Way line of said F.M. 1385, said point also being the northwest corner of said Country View Addition;

THENCE North 03 Degrees 26 Minutes 09 Seconds East, with the west line of said Mike A. Myers called 3.415 acre tract and the east Right-of-Way line of said F.M. 1385, for a distance of 310.74 feet to a point for the northwest corner of said Mike A. Myers called 3.415 acre tract and a westerly corner of said Mike A. Myers called 18.0152 acre;

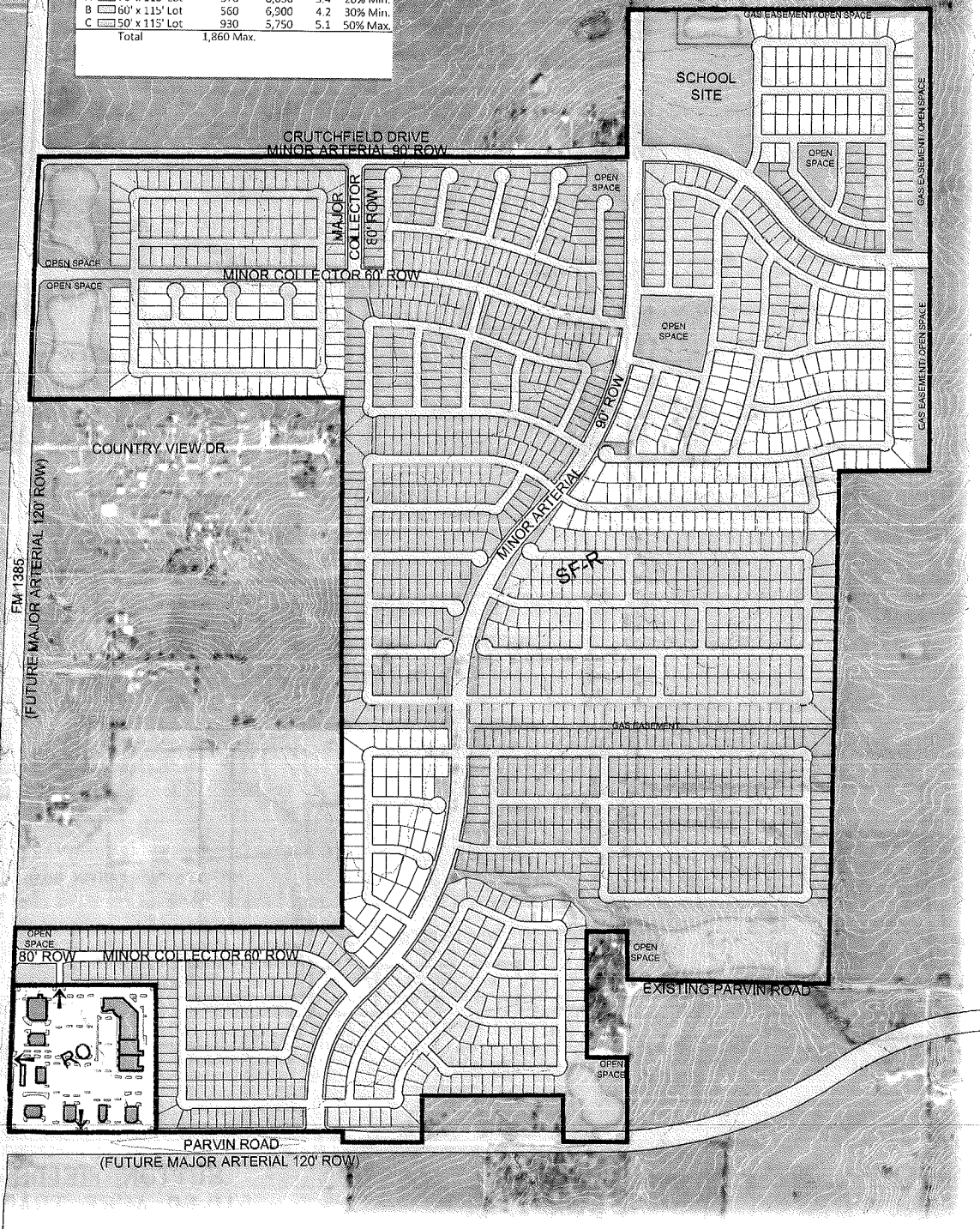
THENCE North 03 Degrees 14 Minutes 05 Seconds East, continuing with the east Right-of-Way line of said F.M. 1385 and with the westerly line of said Mike A. Myers called 18.0152 acre tract for a distance of 203.72 feet to a point for the northwest corner of said Mike A. Myers called 18.0152 acre tract and the southwest corner of said Tarsan tract;

THENCE North 03 Degrees 38 Minutes 45 Seconds East continuing with the east Right-of-Way line of said F.M. 1385 and with the west line of said Tarsan tract for a distance of 902.03 feet to the **POINT OF BEGINNING** and containing 510.80 acres more or less.

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.



data summary			
Gross Site Area:	510		
	SF	Acres	Gross %
'SF-R' Single Family	17,249,760	396	78%
Open Space	2,395,800	53	11%
Right of Way	1,437,490	33	6%
'RO' Retail and Office	696,960	16	3%
School Site	435,600	10	2%
Residential Product Type:	Max. Lots	Min. SF	Density %
Single Family:			
A 70' x 115' Lot	370	8,050	3.4 20% Min.
B 80' x 115' Lot	560	6,500	4.2 30% Min.
C 50' x 115' Lot	930	5,750	5.1 50% Max.
Total	1,860 Max.		



NOTE: The acreages shown above are approximate. Minor Collectors with 60' ROW shall have 44' back-to-back pavement. Lots fronting Minor Collectors with 60' ROW shall have a minimum front yard setback of 25'. The geometry for ingress/egress points along FM 1385 shall be coordinated with the Director of Engineering at time of the submittal and review of the General Development Plan and platting.

EXHIBIT C

SUTTON FIELDS SINGLE-FAMILY DEVELOPMENT
FRISCO INDUSTRIAL PARTNERS RETAIL DEVELOPMENT
CELINA, DENTON COUNTY, TEXAS



PETITT BARRAZA

DATE: JANUARY, 2015

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EXHIBIT D

Planned Development Regulations

For a 494 acre tract of land out of the Freeman Wilkerson Survey, Abstract No. 1411 in the City of Celina, City of Celina ETJ and Denton County, Texas.

1.0 Purpose

The purpose of this PD is to create a community by connecting a group of neighborhoods linked together by enhanced open space areas that encourage and promote outdoor activity among the residents. The Open Space areas shall consist of existing trees, proposed lakes, ornamental trees and shade trees. In addition, this planned development shall have unified and consistent design elements and provide an integrated development that follows the Comprehensive Plan dated April, 2013 and compliments the City of Celina.

2.0 Definitions

Definitions used herein shall be the same as those found in Section 14.01.007 of the Zoning Ordinance and Section 10.03.009 of the Subdivision Ordinance as exists or may be amended for the City of Celina, Texas.

3.0 General Regulations

3.1 All regulations for the District not redefined by this amendment shall conform to the regulations set forth in the City of Celina Zoning Ordinance and the Subdivision Ordinance as they exist or may be amended.

3.2 Any significant changes to the land uses as depicted on the on the Concept Plan (Exhibit C) shall require approval by the City of Celina Planning and Zoning Commission, as well as, the City of Celina City Council through a PD a PD amendment. Following are the changes to the Conceptual Site Plan that are allowed within the PD without an amendment to this PD.

- Street pattern, building location and individual uses as proposed, may be adjusted so long as the general character within each base zoning district in the PD is adhered to and the general location of the land uses remains as shown in Exhibit C.

3.3 A property owners association shall be established and shall be the owner and responsible for the maintenance of all open space areas.

3.4 All single-family detached and attached residences can be front-entry and have garage access from a dedicated public street and shall be subject to setbacks outlined in section 5.0 Area Regulations of this PD.

3.5 The Concept Plan depicts two principal districts, a "SF-R", Single-Family Residential District and "RO", Retail and Office District.

4.0 Use Regulations

4.1 The permitted uses within the planned development are outlined below.

- (A) SF-R Single-Family Residential District: The permitted uses shall be SF-R Single-Family Residential District Uses, referred to herein, and the associated uses defined in sections 14.03.008 of the City of Celina Zoning Ordinance or as amended herein. The following regulations shall also be applicable:

- (1) Additional Permitted Uses:

- Agricultural Uses – Agricultural uses whose products are grown primarily for home consumption, such as domestic gardening, berry or bush crops, tree crops, flower gardening, orchards, and aviaries
- Community Facility Uses
 - Public and private parks
 - Recreational and open space including but not limited to playgrounds, parkways, greenbelts, ponds and lakes, botanical gardens, pedestrian paths, bicycle paths, equestrian bridle trails, nature centers, bird and wildlife sanctuaries
 - Amenity centers
- Temporary structure for storage of building materials and equipment used for initial residential construction, when on the same or adjoining lot, for a period not to exceed the duration of the construction. This shall include temporary trailers for construction and sales activity. Building material storage will be allowed adjacent to temporary trailers or in a lot designated for storage
- School, pre-k through 12 (public or private)

(2) Prohibited Uses:

- Manufactured and/or modular homes
- Accessory dwelling

(B) RO Retail and Office District: The permitted uses shall be RO Retail and Office District Uses, referred to herein, and the associated uses defined in sections 14.03.007 of the City of Celina Zoning Ordinance or as amended herein. The following regulations shall also be applicable:

(1) Permitted (P) or conditional (C) uses:

Armed services recruiting center	P
General retail store	P
Artist studio	P
Kiosk (providing a service)	C
Auto laundry or carwash	C
Laundry/dry cleaning (drop off/pick up)	P
Auto supply store for new & rebuilt parts	P
Motorcycle sales and repair	C
Bakery or confectionery (retail)	P
Nursing/convalescent home	P
Bank/credit unions	P
Offices (professional and general business)	P

Child day care (business)	P
Parking lot structure, commercial (auto)	P
Church/place of worship	P
Personal services shop	P
Concrete or asphalt batching plant (temporary)	P
Pet and animal grooming shop without outdoor kennels	P
Convenience store (with or without gas sales)	P
Restaurant (with drive-through service)	P
Farmers market (public)	P
Restaurant (with no drive-through service)	P
Food or grocery store	P
Retirement home/home for the aged	P
Theater or playhouse (indoor)	P
Funeral home without crematorium	P
Veterinarian (indoor kennels)	P
Garden shop (inside storage)	P

(2) Prohibited uses:

Check cashing service
Recycling kiosk
Sexually oriented business
Accessory dwelling

(3) Height regulations:

- a) Main building(s). Maximum forty-five (45) feet.
- b) Accessory buildings. Maximum one story or twenty-five (25) feet for accessory buildings.

(4) Area regulations:

- a) Size of lots.
 - (i) Maximum lot size. Eighteen (18) acres
 - (ii) Size of yards.
 - Minimum front yard: twenty-five (25) feet; all yards adjacent to a street shall be considered front yards.
 - Minimum side yard: Eight (8) feet; fifteen (15) feet when adjacent to a residential lot.
 - Minimum rear yard: fifteen (15) feet

- Any building that is located adjacent to (and not across any right-of-way from) any existing single-family detached zoning district shall be setback from the applicable perimeter property line a distance equal to the height of the building, but not less than twenty-five (25) feet.
 - b) Minimum open space requirement. 15% of the total lot area.
 - c) Maximum impervious surface. 80% of the total lot area, including main buildings, accessory buildings, parking lots, drive lanes, fire lanes, and loading areas.
 - d) Building size for nonresidential structures. The building footprint area shall not exceed 85,000 square feet in size.
 - e) Connectivity: A minimum of two (2) vehicular points of connection to adjacent roadways and a minimum of two (2) pedestrian points of connection to adjoining sidewalks, trails or developments shall be provided.
- (5) Parking requirements: Refer to article 14.05, division 2. The following regulations shall also be applicable:
- a) Parking/Loading Requirements
 - (iii) A minimum stacking length of eighty (80) feet measured from the street right-of-way to the first intersection aisle or paving stall shall be required for access from FM 1385 and Parvin Road. Deceleration lanes are required for all ingress/egress from FM 1385 and Parvin Road.
- (6) Landscaping requirements: Refer to article 14.05, division 3.
- (7) Special district requirements:
- a) Building facade review. Building facade (elevation) plans shall be submitted for commission review and approval by the city council along with the site plan. Facade plans shall clearly show how the building(s) will look, especially as viewed from the major thoroughfare upon which the property faces or sides, and will portray a reasonably accurate depiction of the anticipated materials and colors to be used
 - b) Open storage: Open storage and outdoor displays are prohibited.
 - c) Temporary facilities: There shall be no permanent use of temporary facilities or buildings.
 - d) Other regulations: Refer to article 14.05, development standards and use regulations.

5.0 Area Regulations

5.1 General Area regulations:

- 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.

5.2 The following amended area regulations shall apply:

Lot Type A:

Minimum Lot Area: The minimum lot area shall be eight thousand fifty (8,050) square feet.

Minimum Lot Width: The minimum lot width shall be seventy (70) 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 fifteen (15) feet for front entry lots and the minimum depth of the rear yard shall be twenty (20) feet for rear entry lots.

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; garage access may also be accomplished utilizing "swing-in" driveways.

Lot Type B:

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 C:

Minimum Lot Area: The minimum lot area shall be five thousand seven hundred fifty (5,750) square feet.

Minimum Lot Width: The minimum lot width shall be fifty (50) feet.

Minimum Lot Depth: The minimum lot depth shall be one hundred-fifteen (115) feet.

Minimum Front Yard: The minimum depth of the front yard shall be twenty (20) feet. Covered Front Porches may extend over the front building setback line up to five feet (5'), but the garage door must remain at or behind the front facade in all instances.

Minimum Rear Yard: The minimum depth of the rear yard shall be twenty (20) feet.

Minimum Side Yard: The minimum side yard shall be five (5) feet and the minimum side yard for a corner lot shall be fifteen (15) feet.

Impervious surface: Maximum sixty percent (60%) of the total lot area shall be covered by the main house and accessory structures.

Garage Orientation: May face the street.

5.3 The maximum number of lots permitted within the District shall not exceed 1,860 lots. The percentage of lots per Lot Type is as follows:

- Lot Type A: 20% Minimum
- Lot Type B: 30% Minimum
- Lot Type C: 50% Maximum

6.0 Parking Regulations

6.1 Residential: The off-street residential parking requirement is two (2) enclosed vehicle spaces for each dwelling unit that shall be located behind the front building line.

7.0 Landscape & Irrigation Regulations

7.1 Residential: The landscape and irrigation requirements for all residential uses shall conform to City of Celina Development Standards and Use Regulations described in Section 14.05.087 of the City of Celina Zoning Ordinance, as exists or may be amended.

7.2 Non-Residential: The landscape and requirements for all non-residential uses shall conform to City of Celina Development Standards and Use Regulations described in Section 14.05.086 of the City of Celina Zoning Ordinance, as exists or may be amended.

7.3.1 Tree species shall comply with the City of Celina Zoning Ordinance Chapter 14.05 Appendix E and the following:

- Tree
 - Caddo Maple
 - Golden Raintree
- Other Shrubs
 - Knockout Rose
 - Purple Pixie Loropetalum
 - Golden Dot Euonymus
 - Red Yucca
 - Smoke Tree
 - Butterfly Bush

- Coral Drift Rose
- Pink Skull Cap
- Ground Cover
 - Little Bluestem
 - Weeping Love Grass
 - Mexican Feather

8.0 Open Space Regulations

8.1 General:

- a) Open Space may consist of any pervious areas including landscape reserves, publically accessible detention/ drainage facilities and easements, natural open space areas including floodplain, and public or private parks and plazas. Any detention areas counted towards the open space requirement will be landscaped and amenitized on a minimum of three (3) sides. All proposed (wet) lakes shall be equipped with a water fountain or aerator devices. Open space must be maintained through a property ownership association. Open space requirements shall be as listed below:
- b) Open Space Requirements
 - (1) Single Family Open Space Requirements
 - a. A minimum of eighteen (18) acres or one (1) acre per 75 dwelling units, whichever is higher, must be provided for all single family developments.
 - (2) Retail and Office Open Space Requirements
 - a. A minimum of fifteen (15) percent of the total lot area must be provided for retail and office developments.

9.0 Screening Regulations

9.1 Non-Residential: The screening requirement for all non-residential uses shall be a six (6) foot solid masonry wall and conform to City of Celina Development Standards and Use Regulations described in Section 14.05.122 of the City of Celina Zoning Ordinance, as exists or may be amended.

9.2 Residential: The screening requirement for all residential uses shall be a six (6) foot solid masonry wall for lots backing or siding to a Major Arterial, Minor Arterial, Major Collector, and Minor Collector and conform to City of Celina Development Standards and Use Regulations described in Section 14.05.123 of the City of Celina Zoning Ordinance, as exists or may be amended.

9.3 Whenever an off-street parking or vehicular use area abuts a public right-of-way, except a public alley, a perimeter landscape area of at least 15 feet in depth shall be maintained between the abutting right-of-way and the off-street parking or vehicular use area. An appropriate landscape screen or barrier shall be installed in this area and the remaining area shall provide for grass, turf, shrubbery, seasonal color, and trees.

10.0 Sub-division Regulations

9.1 Development shall meet the standards as required in the City of Celina

Subdivision Ordinance except as follows:

1. Minor Arterial Thoroughfare – All Minor Arterial Thoroughfares shall be a four (4) lane divided roadway within a ninety (90) foot right-of-way that will be dedicated to the City; The Developer/District will be responsible for the construction of two (2) twelve (12) foot lanes in both directions and the construction of required turn lanes at each of the median openings that are related to the residential development. Intersections at other Arterials shall flare to provide additional ten (10) feet of ROW for right turn lanes.
2. Major Collector: – Major collectors shall be a four (4) lane divided roadway within an eight (80) foot right-of-way that will be dedicated to the City.
3. Minor Collector: – Minor collectors shall be an un-divided roadway within a sixty (60) foot right-of-way that will be dedicated to the City.
4. FM 1385 & Parvin: – It is anticipated that right-of-way dedications along FM 1385 and Parvin Road may be required in the future for a midblock right-of-way width of one-hundred twenty (120) feet. Intersections shall flare to provide additional ten (10) feet of ROW for right turn lanes.

Sanitary Sewer Mains

1. Pipe Embedment – the embedment for sewer mains less than fifteen (15) inch shall generally be class B+, and the embedment for sewer mains fifteen (15) inch and greater shall generally be class H, unless otherwise noted by the engineer of record.

CITY OF CELINA, TEXAS

ORDINANCE 2016-05
SUTTON FIELDS 128 ZONING - PD-62

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 AN APPROXIMATELY 127.897 ACRE TRACT OF LAND LOCATED IN THE THOMAS MCINTYRE SURVEY, ABSTRACT NUMBER 903, DENTON COUNTY, TEXAS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBITS "B" ATTACHED HERETO AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT NUMBER 62; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT OF ZONING CLASSIFICATION; PROVIDING FOR ZONING DESIGNATION AND DEVELOPMENT STANDARDS; PROVIDING FOR REVISION OF ZONING MAP; PROVIDING FOR COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO PUBLIC HEALTH AND SAFETY; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a home rule municipality located in Denton County, Texas created in accordance with the provisions of the Texas Local Government Code, The Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Title 7 Chapter 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the tract comprising the property has been depicted in detail in Exhibit "B" attached hereto; and incorporated herein; and

WHEREAS, the concept plan and development regulations set forth in Exhibit "C" and Exhibit "D" attached hereto and incorporated herein define the base zoning districts and provide for certain modifications to such district regulations.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the 2030 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1 **INCORPORATION OF PREMISES**

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2 **FINDINGS**

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety and welfare.

SECTION 3 **AMENDMENT OF ZONING CLASSIFICATION**

That the zoning classification is hereby established as “PD” Planned Development District No. 62 on a certain tract of land described in in Exhibit “A” and depicted in Exhibit “B.”

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT STANDARDS**

4.01 That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City’s Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, depicted in Exhibit “A” attached hereto and incorporated herein, as “PD” Planned Development District No. 62.

4.02 This ordinance only regulates the uses allowed for the property identified above. All development and construction shall occur in accordance with the requirements of this ordinance; the concept plan set forth in Exhibit “C”; the development standards set forth in Exhibit “D” and all other applicable ordinances, rules, and regulations of the City.

SECTION 5 **REVISION OF ZONING MAP**

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6 **COMPLIANCE REQUIRED**

That the property depicted on Exhibit "A" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7 **PENALTY**

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense.

7.02 If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8 **CUMULATIVE REPEALER CLAUSE**

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

SECTION 9 **SAVINGS CLAUSE**

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning regulation which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 10 **SEVERABILITY**

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

SECTION 11 **PUBLICATION CLAUSE**

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12
ENGROSSMENT AND ENROLLMENT

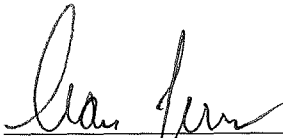
The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive Caption in the minutes of the City Council and by filing this Ordinance in the Ordinance records of the City.

SECTION 13
EFFECTIVE DATE

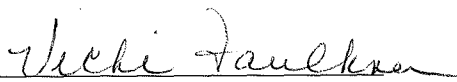
This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 9th day of February, 2016.


Sean Terry, Mayor
City of Celina, Texas

ATTEST:


Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:


City Attorney
City of Celina, Texas

EXHIBIT A

SUTTON FIELDS PD-62 LEGAL DESCRIPTION

BEING a tract of land situated in the Thomas H. McIntyre Survey, Abstract Number 903, Denton County, Texas, and being all of that called 127.897 acre tract of land described in a special warranty deed from Affordable Housing Communities, Ltd. to Denton County 128 Development, LLC as recorded in Document Number 2013-135475, Denton County Deed Records, and being further described as follows:

BEGINNING at a one-half inch iron rod found at the southwest corner of said 127.897 acre tract of land, said point being the intersection of the centerline of Crutchfield Road with the east right-of-way line of Farm to Market Highway Number 1385;

THENCE along the west line of said 127.897 acre tract of land and along the east right-of-way line of Farm to Market Highway Number 1385 as follows:
 North 01 degrees 41 minutes 04 seconds East, 606.35 feet to a one-half inch iron rod found for corner;
 North 00 degrees 48 minutes 17 seconds East, 191.78 feet to a one-half inch iron rod found at the most southerly northwest corner of said 127.897 acre tract of land, said point being the southwest corner of a called 8.000 acre tract of land described in a general warranty deed from First Texoma National Bank to Munish Gupta and wife Arusha Gupta as recorded in Document Number 2013-84112, Denton County Deed Records;

THENCE along the northerly lines of said 127.897 acre tract of land as follows:
 North 89 degrees 34 minutes 04 seconds East, 1280.69 feet to a one-half inch iron rod found at the southeast corner of said 8.000 acre tract of land;
 North 00 degrees 21 minutes 14 seconds West, 546.42 feet to a five-eighths inch iron rod found at the southeast corner of a called 16.000 acre tract of land described in a special warranty deed from Sabrina Hamner to Jeff Hamner as recorded in Volume 2156, Page 762, Denton County Deed Records;
 North 00 degrees 26 minutes 22 seconds West, 553.08 feet to a three-eighths inch iron rod found at the northeast corner of said 16.000 acre tract of land;
 North 00 degrees 03 minutes 46 seconds East, 73.78 feet to a one-half inch iron rod found at the most northerly northwest corner of said 127.897 acre tract of land, said point being the southwest corner of a called 38.223 acre tract of land described in a warranty deed from Michael Aubry Myrick and wife, Cheryl Morrison Myrick to Blue Angus Ranch, LP as recorded in Document Number 2007-107216, Denton County Deed Records;
 South 89 degrees 47 minutes 13 seconds East, 454.44 feet to a three-eighths inch iron rod found at the southeast corner of said 38.223 acre tract of land, said point being in the west line of a called 131.286 acre tract of land described in a special warranty deed from Ronald P. Berlin and spouse, Gail M. Berlin and Anne E. Berlin, a single person to Fashard Farm Ltd, as recorded in Document Number 2004-135532, Denton County Deed Records;
 South 89 degrees 47 minutes 19 seconds East, 395.54 feet along a westerly line of said 131.286 acre tract of land to a one-half inch iron rod found at the northeast corner of said 127.897 acre tract of land;

THENCE along the easterly lines of said 127.897 acre tract of land as follows:
 South 02 degrees 59 minutes 33 seconds West, 454.75 feet along a westerly line of said 131.286 acre tract of land to a one-half inch iron rod found for corner;
 North 89 degrees 26 minutes 46 seconds East, 156.88 feet along a westerly line of said 131.286 acre tract of land to a one-half inch iron rod found at the northwest corner of a called 22.443 acre tract of land described in a special warranty deed from Ellis Land Company, Inc. to Fashard Farm, Ltd. as recorded in Document Number 2005-21653, Denton County Deed Records;
 South 00 degrees 09 minutes 23 seconds East, 2034.87 feet to a one-half inch rod found at the northeast corner of a called 0.057 acre tract of land described in a warranty deed from SBA 2012 TC Land II, LLC to SBA Towers IV, LLC as recorded in Document Number 2013-94302, Denton County Deed Records;
 South 89 degrees 15 minutes 27 seconds West, 50.04 feet to a one-half inch iron rod found at the northwest corner of said 0.057 acre tract of land;
 South 00 degrees 56 minutes 28 seconds East, 50.03 feet to a one-half inch iron rod found at the southwest corner of said 0.057 acre tract of land;
 North 89 degrees 12 minutes 15 seconds East, 49.42 feet to a one-half inch iron rod found at the southeast corner of said 0.057 acre tract of land;
 South 01 degrees 18 minutes 52 seconds East, 31.07 feet to a one-half inch iron rod found at the southeast corner of said 127.897 acre tract of land, said point being the southwest corner of a called 4.53 acre tract of land described in a warranty deed from Ellis Land Company, Inc. to Jan M. Pallinoda and Margaret Pallinoda as recorded in Volume 4370, Page 2471, Denton County Deed Records; said point being in the centerline of Crutchfield Road;

THENCE South 89 degrees 43 minutes 14 seconds West, 2791.30 feet along the south line of said 127.897 acre tract of land and along the centerline of Crutchfield Road to the POINT OF BEGINNING and containing 5570.736 square feet or 127.887 acres of land.

**EXHIBIT B
SUTTON FIELDS PD-62 ZONING MAP**

Abstract 0903A T. MCINTIRE Survey, TR 8, 127.688 ACRES

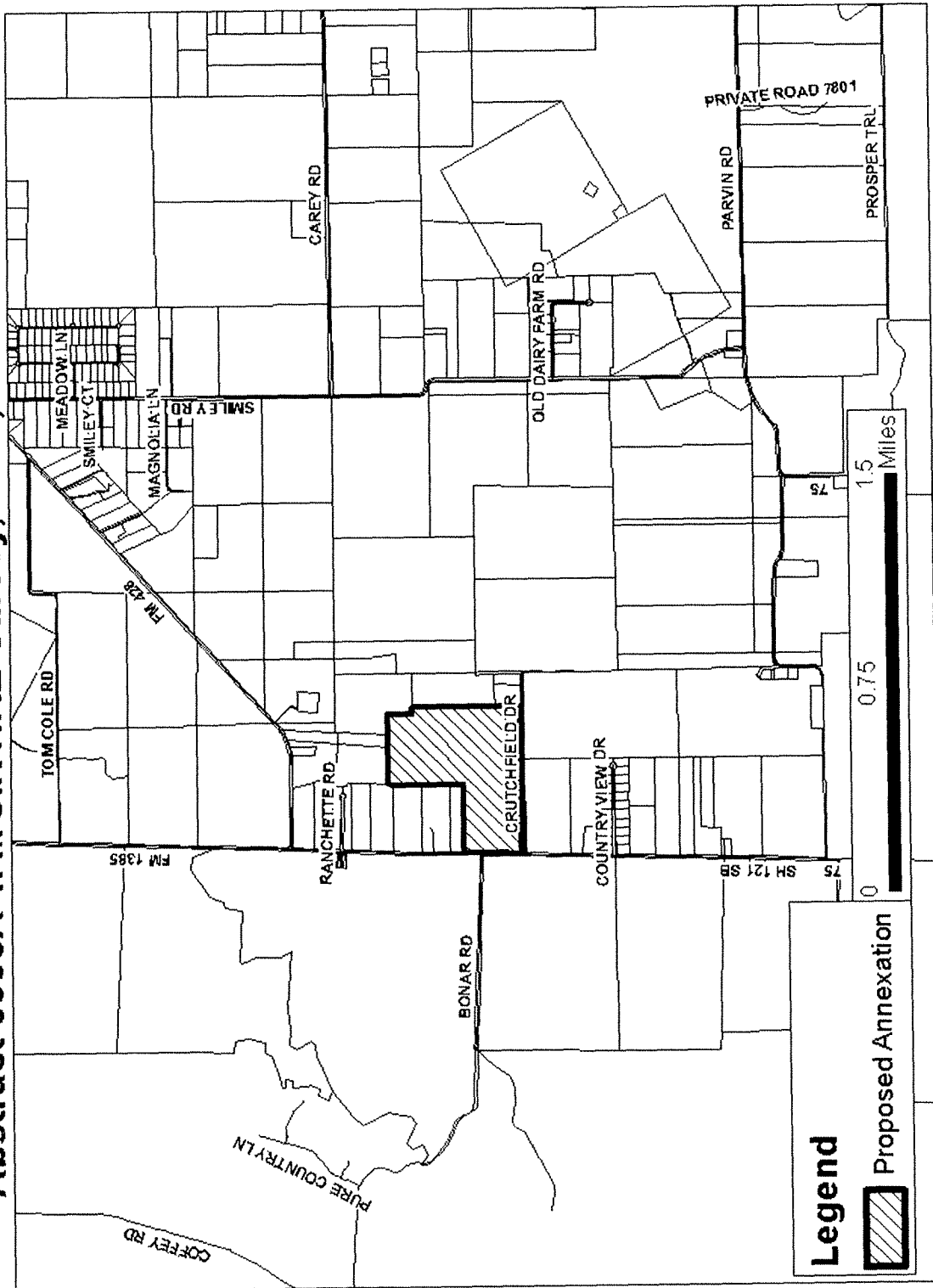
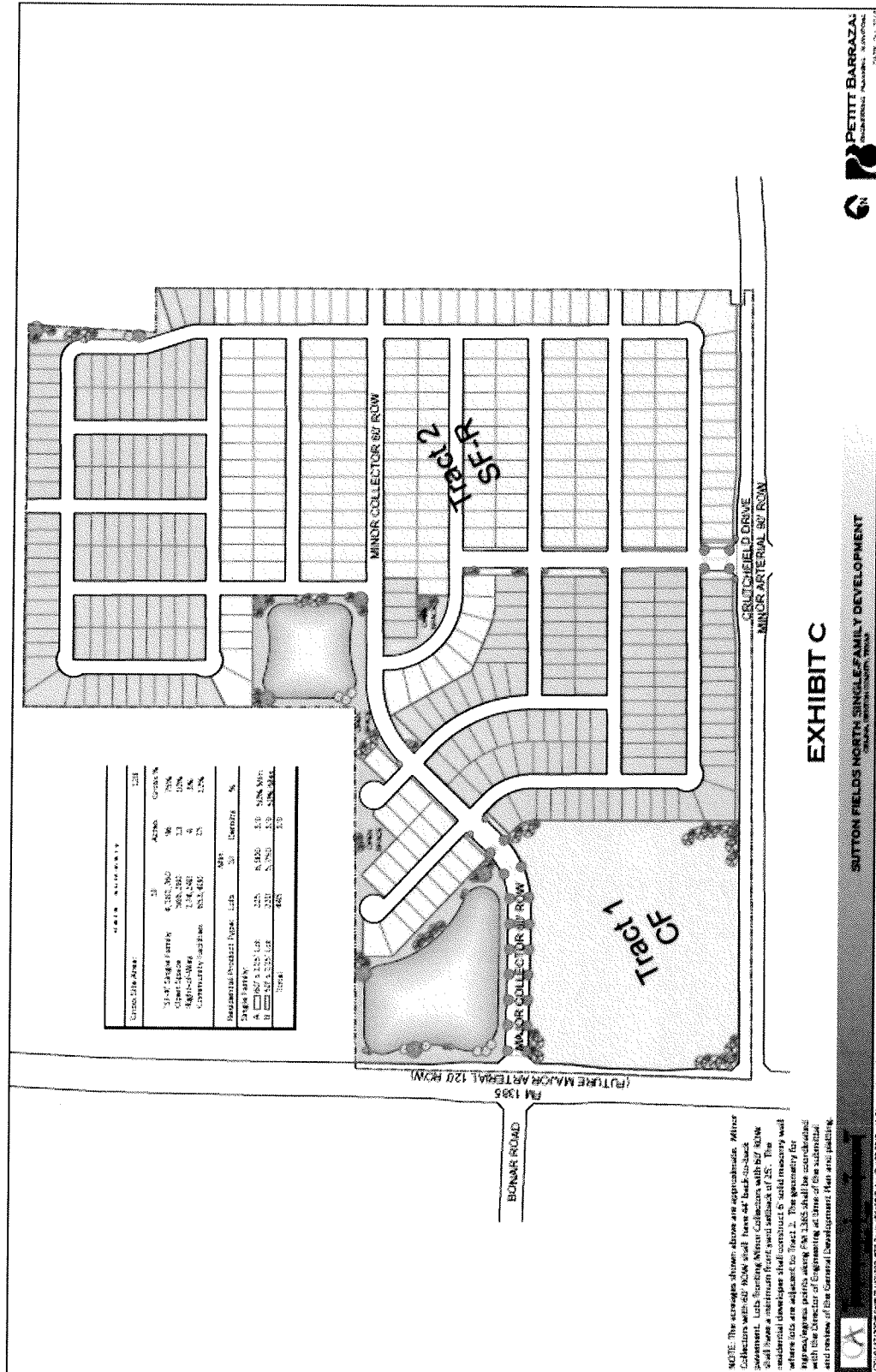


EXHIBIT C SUTTON FIELDS PD-62 CONCEPT PLAN



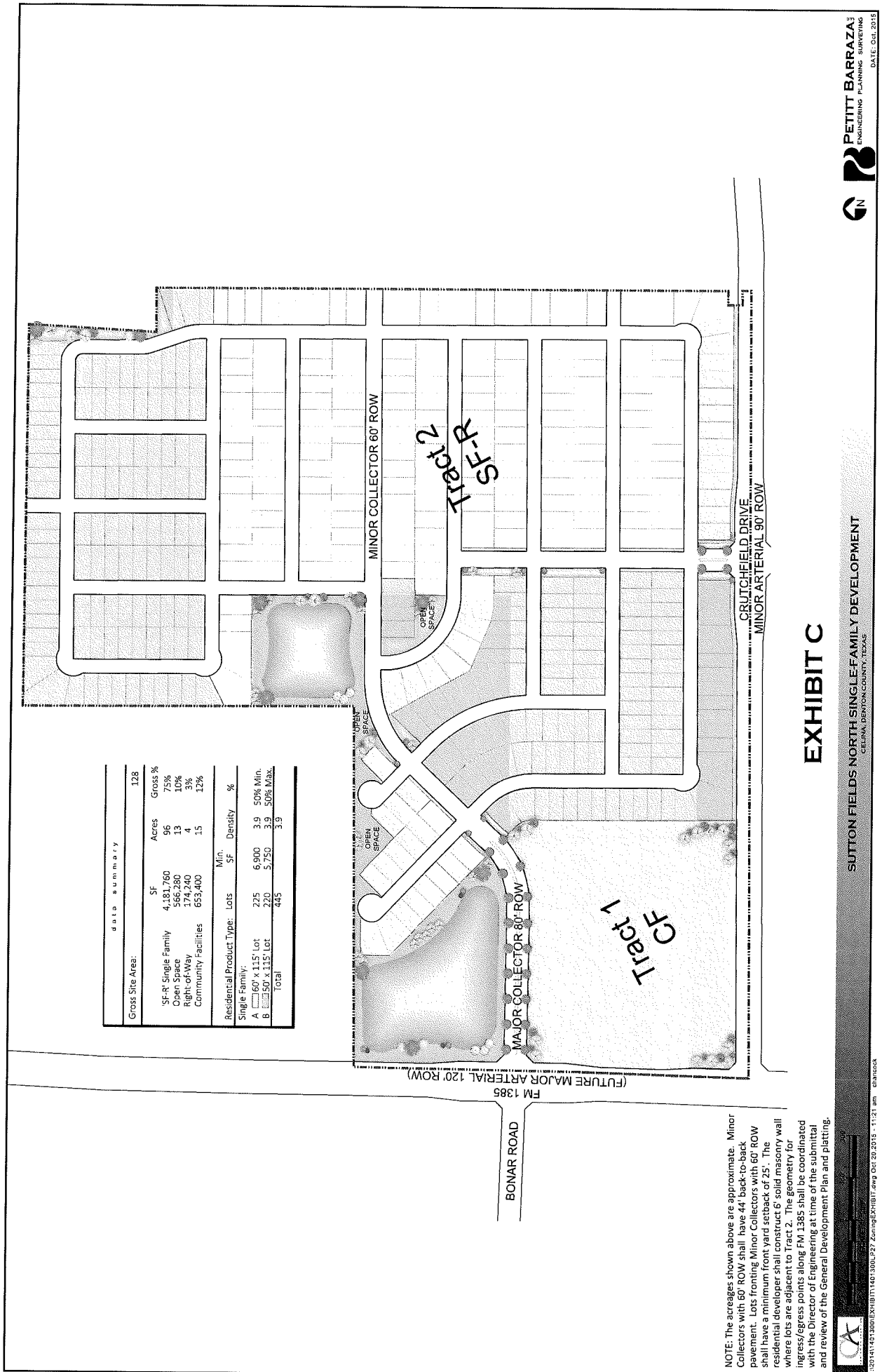


EXHIBIT D

SUTTON FIELDS PD-62 DEVELOPMENT REGULATIONS

1.0 Purpose

The purpose of this PD is to create a community by connecting a group of neighborhoods linked together by enhanced open space areas that encourage and promote outdoor activity among the residents. The Open Space areas shall consist of existing trees, proposed lakes, ornamental trees and shade trees. In addition, this planned development shall have unified and consistent design elements and provide an integrated development that follows the Comprehensive Plan dated April, 2013 and compliments the City of Celina.

2.0 Definitions

Definitions used herein shall be the same as those found in Section 14.01.007 of the Zoning Ordinance and Section 10.03.009 of the Subdivision Ordinance as exists or may be amended for the City of Celina, Texas.

3.0 General Regulations

3.1 All regulations for the District not redefined by this amendment shall conform to the regulations set forth in the City of Celina Zoning Ordinance and the Subdivision Ordinance as they exist or may be amended.

3.2 Any significant changes to the land uses as depicted on the on the Concept Plan (Exhibit C) shall require approval by the City of Celina Planning and Zoning Commission as well as the City of Celina City Council through a PD amendment. The following are the changes to the Conceptual Site Plan that are allowed within the PD without an amendment to this PD.

- Street patterns,
- Building locations and individual uses as proposed, may be adjusted so long as the general character within each base zoning district in the PD is adhered to and the general location of the land uses remains as shown in Exhibit C.

3.3 A property owners association shall be established and shall be responsible for the maintenance of all open space areas.

3.4 The Concept Plan depicts two principal districts, a "SF-R," Single-Family Residential District and "CF," Community Facilities District.

3.5 All single-family detached homes may be front-entry and have garage access from a dedicated public street and shall be subject to setbacks outlined in Section 6.0 Area Regulations of this PD.

3.6 Single-family homes shall back or side to the CF tract and the single family developer shall provide a six (6) foot tall solid masonry fence adjacent to the CF tract.

4.0 Use Regulations

4.1 The permitted uses within the planned development are outlined below.

- (A) SF-R Single-Family Residential District: The permitted uses shall be SF-R Single-Family Residential District Uses, referred to herein, and the associated uses defined in sections 14.03.008 of the City of Celina Zoning Ordinance or as amended herein. The following regulations shall also be applicable:

(1) Additional Permitted Uses:

- Agricultural Uses – Agricultural uses whose products are grown primarily for home consumption, such as domestic gardening, berry or bush crops, tree crops, flower gardening, orchards, and aviaries
- Community Facility Uses
 - Public and private parks
 - Recreational and open space including but not limited to playgrounds, parkways, greenbelts, ponds and lakes, botanical gardens, pedestrian paths, bicycle paths, equestrian bridle trails, nature centers, bird and wildlife sanctuaries
 - Amenity centers
- Temporary structure for storage of building materials and equipment used for initial residential construction, when on the same or adjoining lot, for a period not to exceed the duration of the construction. This shall include temporary trailers for construction and sales activity. Building material storage will be allowed adjacent to temporary trailers or in a lot designated for storage
- School, pre-k through 12 (public or private)
-

(2) Prohibited Uses:

- Manufactured and/or modular homes
- Accessory dwelling

5.0 Area Regulations: CF Community Facilities District (Tract 2)

5.1 The permitted uses shall be CF Community Facilities District Uses, referred to herein, and the associated uses defined in sections 14.03.007 of the City of Celina Zoning Ordinance or as amended herein. The following regulations shall also be applicable:

(1) Permitted (P) or conditional (C) uses:

Cellular/wireless communications tower	P
Cemetery and/or mausoleum	P
Clinic or office (medical)	P
Community center (municipal)	P
Community college (public or private)	P
Electrical generating plant	P
Electrical substation	P
Emergency care clinic	P
Franchised private utility	P
Governmental building (municipal, state or federal)	P
Hospital (acute care/chronic care)	P
Landfill	P
Library (public)	P
Outdoor Warning Device	P
Post office (governmental)	P

School, business/commercial trade	P
School, pre-k through 12 (public or private)	P
University (public or private)	P
Wastewater treatment plant (public)	P
Water treatment plant (public)	P

(2) Prohibited uses:

Check cashing service
 Recycling kiosk
 Sexually oriented business
 Accessory dwelling

(3) Area regulations:

a) Size of lots.

(i) Size of yards.

- Minimum front yard: Twenty-five (25) feet
- Minimum side yard: Fifteen (15) feet.
- Minimum rear yard: Twenty-five (25) feet
- Any building that is located adjacent to (and not across any right-of-way from) any existing single-family detached zoning district shall be setback from the applicable perimeter property line a distance equal to the height of the building, but not less than twenty-five (25) feet.

b) Maximum impervious surface. 75% of the total lot area, including main buildings, accessory buildings, parking lots, drive lanes, fire lanes, and loading areas.

c) Building size for nonresidential structures. The building footprint area shall not exceed 85,000 square feet in size.

d) Connectivity: No vehicular connectivity to other tracts is required.

e) Concept Plans are not required for the CF-Community Facilities tract.

6.0 Area Regulations: SF-R Single-Family Residential (Tract 1)

6.1 General Area regulations:

- 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.

6.2 The following amended area regulations shall apply:

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 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 twenty (20) foot building line in all instances.

Minimum Rear Yard: The minimum depth of the rear yard shall be twenty (20) feet.

Minimum Side Yard: The minimum side yard shall be five (5) feet and the minimum side yard for a corner lot shall be fifteen (15) feet.

Impervious surface: Maximum sixty percent (60%) of the total lot area shall be covered by the main house and accessory structures.

Garage Orientation: May face the street.

Lot Type B:

Minimum Lot Area: The minimum lot area shall be five thousand seven hundred fifty (5,750) square feet.

Minimum Lot Width: The minimum lot width shall be fifty (50) feet.

Minimum Lot Depth: The minimum lot depth shall be 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 twenty (20) foot building line 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.

6.3 The maximum number of lots permitted within the District shall not exceed 450 lots. The percentage of lots per Lot Type is as follows:

Lot Type A: 50% Minimum

Lot Type B: 50% Maximum

7.0 Parking Regulations

7.1 Residential: The off-street residential parking requirement is two (2) enclosed vehicle spaces for each dwelling unit that shall be located behind the front building line.

8.0 Landscape & Irrigation Regulations

8.1 Residential: The landscape and irrigation requirements for all residential uses shall conform to City of Celina Development Standards and Use Regulations described in Section 14.05.087 of the City of Celina Zoning Ordinance, as exists or may be amended.

8.2 Non-Residential: The landscape and requirements for all non-residential uses shall conform to City of Celina Development Standards and Use Regulations described in Section 14.05.086 of the City of Celina Zoning Ordinance, as exists or may be amended.

8.3.1 Tree species shall comply with the City of Celina Zoning Ordinance Chapter 14.05 Appendix E and the following:

- Tree
 - Caddo Maple
 - Golden Raintree
- Other Shrubs
 - Knockout Rose
 - Purple Pixie Loropetalum

- Golden Dot Euonymus
- Red Yucca
- Smoke Tree
- Butterfly Bush
- Coral Drift Rose
- Pink Skull Cap
- Ground Cover
 - Little Bluestem
 - Weeping Love Grass
 - Mexican Feather

9.0 Open Space Regulations

9.1 General:

- a) Open Space may consist of any pervious areas including landscape reserves, publically accessible detention/ drainage facilities and easements, natural open space areas including floodplain, and public or private parks and plazas. Any detention areas counted towards the open space requirement will be landscaped and amenitized on a minimum of three (3) sides. All proposed (wet) lakes shall be equipped with a water fountain or aerator devices. Open space must be maintained through a property ownership association. Open space requirements shall be as listed below:
- b) Open Space Requirements
 - (1) Single Family Open Space Requirements
 - a. A minimum of six (6) acres or one (1) acre per 75 dwelling units, whichever is higher, must be provided for all single family developments.

10.0 Screening Regulations

- 10.1 Non-Residential: The screening requirement for all non-residential uses shall be a six (6) foot solid masonry wall and conform to City of Celina Development Standards and Use Regulations described in Section 14.05.122 of the City of Celina Zoning Ordinance, as exists or may be amended.
- 10.2 Residential: The screening requirement for all residential uses shall be a six (6) foot solid masonry wall for lots backing or siding to a Major Arterial, Minor Arterial, Major Collector, and Minor Collector and conform to City of Celina Development Standards and Use Regulations described in Section 14.05.123 of the City of Celina Zoning Ordinance, as exists or may be amended.
- 10.3 Whenever an off-street parking or vehicular use area abuts a public right-of-way, except a public alley, a perimeter landscape area of at least 15 feet in depth shall be maintained between the abutting right-of-way and the off-street parking or vehicular use area. An appropriate landscape screen or barrier shall be installed in this area and the remaining area shall provide for grass, turf, shrubbery, seasonal color, and trees.

11.0 Sub-division Regulations

- 11.1 Development shall meet the standards as required by the City of Celina Subdivision Ordinance except as follows:
 1. Minor Arterial Thoroughfare – All Minor Arterial Thoroughfares shall be a four (4) lane divided roadway within a ninety (90) foot right-of-way that will be dedicated to the City;

The Developer/District will be responsible for the construction of two (2) twelve (12) foot lanes in both directions and the construction of required turn lanes at each of the median openings that are related to the residential development. Intersections at other Arterials shall flare to provide additional ten (10) feet of ROW for right turn lanes.

2. Major Collector: – Major collectors shall be a four (4) lane divided roadway within an eight (80) foot right-of-way that will be dedicated to the City.
3. Minor Collector: – Minor collectors shall be an un-divided roadway within a sixty (60) foot right-of-way that will be dedicated to the City.
4. FM 1385: – It is anticipated that right-of-way dedications along FM 1385 and Parvin Road may be required in the future for a midblock right-of-way width of one-hundred twenty (120) feet. Intersections shall flare to provide additional ten (10) feet of ROW for right turn lanes.
5. Detention. Any and all detention from the CF-Community Facilities site shall be provided on Tract 1 along with the detention from the SF-R acreage.

11.2 Sanitary Sewer Mains:

1. Pipe Embedment – the embedment for sewer mains less than fifteen (15) inch shall generally be class B+, and the embedment for sewer mains fifteen (15) inch and greater shall generally be class H, unless otherwise noted by the engineer of record.

Exhibit G
Projected Absorption, Incremental Values and Incremental Taxes

TAX INCREMENT REINVESTMENT ZONE No. 8
CITY OF CELINA, TX

Schedule III: Projected Absorption - Future Phases

Assessment Year	Debt Service Year	Bond Year Ending	Lot Type 1 (70' Lot)		Lot Type 2 (60' Lot)		Lot Type 3 (50' Lot)		Total	
			Annual ¹	Cumulative	Annual ¹	Cumulative	Annual ¹	Cumulative	Annual	Cumulative
1-Jan-17	3	1-Oct-17	0	0	0	0	0	0	0	0
1-Jan-18	4	1-Oct-18	0	0	0	0	0	0	0	0
1-Jan-19	5	1-Oct-19	0	0	0	0	0	0	0	0
1-Jan-20	6	1-Oct-20	12	12	55	55	85	85	152	152
1-Jan-21	7	1-Oct-21	40	52	100	155	140	225	280	432
1-Jan-22	8	1-Oct-22	40	92	115	270	165	390	320	752
1-Jan-23	9	1-Oct-23	56	148	105	375	140	530	301	1,053
1-Jan-24	10	1-Oct-24	56	204	100	475	140	670	296	1,349
1-Jan-25	11	1-Oct-25	56	260	100	575	140	810	296	1,645
1-Jan-26	12	1-Oct-26	64	324	31	606	6	816	101	1,746
1-Jan-27	13	1-Oct-27	28	352		606		816	28	1,774
1-Jan-28	14	1-Oct-28		352		606		816		1,774
1-Jan-29	15	1-Oct-29		352		606		816		1,774
1-Jan-30	16	1-Oct-30		352		606		816		1,774
1-Jan-31	17	1-Oct-31		352		606		816		1,774
1-Jan-32	18	1-Oct-32		352		606		816		1,774
1-Jan-33	19	1-Oct-33		352		606		816		1,774
1-Jan-34	20	1-Oct-34		352		606		816		1,774
1-Jan-35	21	1-Oct-35		352		606		816		1,774
1-Jan-36	22	1-Oct-36		352		606		816		1,774
1-Jan-37	23	1-Oct-37		352		606		816		1,774
1-Jan-38	24	1-Oct-38		352		606		816		1,774
1-Jan-39	25	1-Oct-39		352		606		816		1,774
1-Jan-40	26	1-Oct-40		352		606		816		1,774
1-Jan-41	27	1-Oct-41		352		606		816		1,774
1-Jan-42	28	1-Oct-42		352		606		816		1,774
1-Jan-43	29	1-Oct-43		352		606		816		1,774
1-Jan-44	30	1-Oct-44		352		606		816		1,774
1-Jan-45	31	1-Oct-45		352		606		816		1,774
1-Jan-46	32	1-Oct-46		352		606		816		1,774
1-Jan-47	33	1-Oct-47		352		606		816		1,774
1-Jan-48	34	1-Oct-48		352		606		816		1,774
1-Jan-49	35	1-Oct-49		352		606		816		1,774
Total			352		606		816		1,774	

MuniCap, Inc.

C:\Users\abdiy_000\Dropbox (MuniCap)\MuniCap Team Folder\Abdi MuniCap\Texas\Celina\Sutton Fields\TIRZ Plan Amendments\TIRZ 4- Proj No 1.1-Ph 2-5.1.xlsx\Sch III

1 - The projected absorption numbers are provided by the Developer. In addition, there is no time lag contemplated between phases.

26-Jul-17

**TAX INCREMENT REINVESTMENT ZONE No. 8
CITY OF CELINA, TX**

Schedule __: Projected Assessed Value - Future Phases -

CAGR - 5Yr 1.97%

Assessment Year	Debt Service Year	Bond Year Ending	Inflation Factor ¹	Lot Type 1 (70' Lot)			Lot Type 2 (60' Lot)			Lot Type 3 (50' Lot)			Total		
				Units	Value Per	Market	Units	Value Per	Market	Units	Value Per	Market	Estimated Market Value	Estimated Assessment Rate	Estimate Assessed Value
					Unit ²	Value		Unit ²	Value		Unit ²	Value			
1-Jan-17	3	1-Oct-17	100.0%	0	\$367,500	\$0	0	\$327,897	\$0	0	\$299,000	\$0	\$0	100%	\$0
1-Jan-18	4	1-Oct-18	102.0%	0	\$374,723	\$0	0	\$334,342	\$0	0	\$304,876	\$0	\$0	100%	\$0
1-Jan-19	5	1-Oct-19	104.0%	0	\$382,087	\$0	0	\$340,913	\$0	0	\$310,868	\$0	\$0	100%	\$0
1-Jan-20	6	1-Oct-20	106.0%	12	\$389,597	\$4,675,162	55	\$347,613	\$19,118,721	85	\$316,978	\$26,943,141	\$50,737,024	100%	\$50,737,024
1-Jan-21	7	1-Oct-21	108.1%	52	\$397,254	\$20,657,203	155	\$354,445	\$54,938,973	225	\$323,208	\$72,721,785	\$148,317,961	100%	\$148,317,961
1-Jan-22	8	1-Oct-22	110.2%	92	\$405,061	\$37,265,650	270	\$361,411	\$97,581,011	390	\$329,560	\$128,528,465	\$263,375,126	100%	\$263,375,126
1-Jan-23	9	1-Oct-23	112.4%	148	\$413,022	\$61,127,311	375	\$368,514	\$138,192,833	530	\$336,037	\$178,099,742	\$377,419,886	100%	\$377,419,886
1-Jan-24	10	1-Oct-24	114.6%	204	\$421,140	\$85,912,518	475	\$375,757	\$178,484,525	670	\$342,642	\$229,569,892	\$493,966,935	100%	\$493,966,935
1-Jan-25	11	1-Oct-25	116.8%	260	\$429,417	\$111,648,357	575	\$383,142	\$220,306,600	810	\$349,376	\$282,994,406	\$614,949,363	100%	\$614,949,363
1-Jan-26	12	1-Oct-26	119.1%	324	\$437,856	\$141,865,470	606	\$390,672	\$236,747,278	816	\$356,242	\$290,693,751	\$669,306,499	100%	\$669,306,499
1-Jan-27	13	1-Oct-27	121.5%	352	\$446,462	\$157,154,587	606	\$398,350	\$241,400,241	816	\$363,244	\$296,406,963	\$694,961,791	100%	\$694,961,791
1-Jan-28	14	1-Oct-28	123.9%	352	\$455,237	\$160,243,258	606	\$406,179	\$246,144,652	816	\$370,383	\$302,232,461	\$708,620,371	100%	\$708,620,371
1-Jan-29	15	1-Oct-29	126.3%	352	\$464,184	\$163,392,633	606	\$414,162	\$250,982,309	816	\$377,662	\$308,172,451	\$722,547,393	100%	\$722,547,393
1-Jan-30	16	1-Oct-30	128.8%	352	\$473,307	\$166,603,905	606	\$422,302	\$255,915,043	816	\$385,085	\$314,229,184	\$736,748,133	100%	\$736,748,133
1-Jan-31	17	1-Oct-31	131.3%	352	\$482,609	\$169,878,291	606	\$430,602	\$260,944,724	816	\$392,653	\$320,404,955	\$751,227,970	100%	\$751,227,970
1-Jan-32	18	1-Oct-32	131.3%	352	\$482,609	\$169,878,291	606	\$430,602	\$260,944,724	816	\$392,653	\$320,404,955	\$751,227,970	100%	\$751,227,970
1-Jan-33	19	1-Oct-33	131.3%	352	\$482,609	\$169,878,291	606	\$430,602	\$260,944,724	816	\$392,653	\$320,404,955	\$751,227,970	100%	\$751,227,970
1-Jan-34	20	1-Oct-34	131.3%	352	\$482,609	\$169,878,291	606	\$430,602	\$260,944,724	816	\$392,653	\$320,404,955	\$751,227,970	100%	\$751,227,970
1-Jan-35	21	1-Oct-35	131.3%	352	\$482,609	\$169,878,291	606	\$430,602	\$260,944,724	816	\$392,653	\$320,404,955	\$751,227,970	100%	\$751,227,970
1-Jan-36	22	1-Oct-36	131.3%	352	\$482,609	\$169,878,291	606	\$430,602	\$260,944,724	816	\$392,653	\$320,404,955	\$751,227,970	100%	\$751,227,970
1-Jan-37	23	1-Oct-37	131.3%	352	\$482,609	\$169,878,291	606	\$430,602	\$260,944,724	816	\$392,653	\$320,404,955	\$751,227,970	100%	\$751,227,970
1-Jan-38	24	1-Oct-38	131.3%	352	\$482,609	\$169,878,291	606	\$430,602	\$260,944,724	816	\$392,653	\$320,404,955	\$751,227,970	100%	\$751,227,970
1-Jan-39	25	1-Oct-39	131.3%	352	\$482,609	\$169,878,291	606	\$430,602	\$260,944,724	816	\$392,653	\$320,404,955	\$751,227,970	100%	\$751,227,970
1-Jan-40	26	1-Oct-40	131.3%	352	\$482,609	\$169,878,291	606	\$430,602	\$260,944,724	816	\$392,653	\$320,404,955	\$751,227,970	100%	\$751,227,970
1-Jan-41	27	1-Oct-41	131.3%	352	\$482,609	\$169,878,291	606	\$430,602	\$260,944,724	816	\$392,653	\$320,404,955	\$751,227,970	100%	\$751,227,970
1-Jan-42	28	1-Oct-42	131.3%	352	\$482,609	\$169,878,291	606	\$430,602	\$260,944,724	816	\$392,653	\$320,404,955	\$751,227,970	100%	\$751,227,970
1-Jan-43	29	1-Oct-43	131.3%	352	\$482,609	\$169,878,291	606	\$430,602	\$260,944,724	816	\$392,653	\$320,404,955	\$751,227,970	100%	\$751,227,970
1-Jan-44	30	1-Oct-44	131.3%	352	\$482,609	\$169,878,291	606	\$430,602	\$260,944,724	816	\$392,653	\$320,404,955	\$751,227,970	100%	\$751,227,970
1-Jan-45	31	1-Oct-45	131.3%	352	\$482,609	\$169,878,291	606	\$430,602	\$260,944,724	816	\$392,653	\$320,404,955	\$751,227,970	100%	\$751,227,970
1-Jan-46	32	1-Oct-46	131.3%	352	\$482,609	\$169,878,291	606	\$430,602	\$260,944,724	816	\$392,653	\$320,404,955	\$751,227,970	100%	\$751,227,970
1-Jan-47	33	1-Oct-47	131.3%	352	\$482,609	\$169,878,291	606	\$430,602	\$260,944,724	816	\$392,653	\$320,404,955	\$751,227,970	100%	\$751,227,970
1-Jan-48	34	1-Oct-48	131.3%	352	\$482,609	\$169,878,291	606	\$430,602	\$260,944,724	816	\$392,653	\$320,404,955	\$751,227,970	100%	\$751,227,970
1-Jan-49	35	1-Oct-49	131.3%	352	\$482,609	\$169,878,291	606	\$430,602	\$260,944,724	816	\$392,653	\$320,404,955	\$751,227,970	100%	\$751,227,970

MuniCap, Inc.

¹ The property values are projected to grow by approximately 1.97% per year based on the 5-yr CAGR calculated based on the total net taxable property values reported in the Denton CAD certified rolls for tax years 2009 through 2013.

² Estimated home sales prices per unit are based on information provided by the Developer.

TAX INCREMENT REINVESTMENT ZONE No. 8
CITY OF CELINA, TX

Schedule __: Projected Incremental Real Property Tax - Future Phases

Assessment Year	Debt Service Year	Bond Year Ending	Inflation Factor	Estimated Assessed Value	Base Year Value ¹	Estimated Incremental Assessed Value	City of Celina Tax Rate	Estimated Real Propert Tax ²	Base Year Tax ³	Estimated Incremental Real Property Tax	PID Allocation Percentage ⁴	Estim Incremen al Propert Avail:
1-Jan-17	3	1-Oct-17	100.0%	\$1,244,861	(\$1,244,861)	\$0	\$0.6450	\$8,029	(\$8,029)	\$0	7.72%	\$0
1-Jan-18	4	1-Oct-18	102.0%	\$1,244,861	(\$1,244,861)	\$0	\$0.6450	\$8,029	(\$8,029)	\$0	7.72%	\$0
1-Jan-19	5	1-Oct-19	104.0%	\$1,244,861	(\$1,244,861)	\$0	\$0.6450	\$8,029	(\$8,029)	\$0	7.72%	\$0
1-Jan-20	6	1-Oct-20	106.0%	\$50,737,024	(\$1,244,861)	\$49,492,163	\$0.6450	\$327,254	(\$8,029)	\$319,224	7.72%	\$24,6
1-Jan-21	7	1-Oct-21	108.1%	\$148,317,961	(\$1,244,861)	\$147,073,100	\$0.6450	\$956,651	(\$8,029)	\$948,621	7.72%	\$73,2
1-Jan-22	8	1-Oct-22	110.2%	\$263,375,126	(\$1,244,861)	\$262,130,265	\$0.6450	\$1,698,770	(\$8,029)	\$1,690,740	7.72%	\$130,
1-Jan-23	9	1-Oct-23	112.4%	\$377,419,886	(\$1,244,861)	\$376,175,025	\$0.6450	\$2,434,358	(\$8,029)	\$2,426,329	7.72%	\$187,
1-Jan-24	10	1-Oct-24	114.6%	\$493,966,935	(\$1,244,861)	\$492,722,074	\$0.6450	\$3,186,087	(\$8,029)	\$3,178,057	7.72%	\$245,
1-Jan-25	11	1-Oct-25	116.8%	\$614,949,363	(\$1,244,861)	\$613,704,502	\$0.6450	\$3,966,423	(\$8,029)	\$3,958,394	7.72%	\$305,
1-Jan-26	12	1-Oct-26	119.1%	\$669,306,499	(\$1,244,861)	\$668,061,638	\$0.6450	\$4,317,027	(\$8,029)	\$4,308,998	7.72%	\$332,
1-Jan-27	13	1-Oct-27	121.5%	\$694,961,791	(\$1,244,861)	\$693,716,929	\$0.6450	\$4,482,504	(\$8,029)	\$4,474,474	7.72%	\$345,
1-Jan-28	14	1-Oct-28	123.9%	\$708,620,371	(\$1,244,861)	\$707,375,510	\$0.6450	\$4,570,601	(\$8,029)	\$4,562,572	7.72%	\$352,
1-Jan-29	15	1-Oct-29	126.3%	\$722,547,393	(\$1,244,861)	\$721,302,532	\$0.6450	\$4,660,431	(\$8,029)	\$4,652,401	7.72%	\$359,
1-Jan-30	16	1-Oct-30	128.8%	\$736,748,133	(\$1,244,861)	\$735,503,271	\$0.6450	\$4,752,025	(\$8,029)	\$4,743,996	7.72%	\$366,
1-Jan-31	17	1-Oct-31	131.3%	\$751,227,970	(\$1,244,861)	\$749,983,109	\$0.6450	\$4,845,420	(\$8,029)	\$4,837,391	7.72%	\$373,
1-Jan-32	18	1-Oct-32	131.3%	\$751,227,970	(\$1,244,861)	\$749,983,109	\$0.6450	\$4,845,420	(\$8,029)	\$4,837,391	7.72%	\$373,
1-Jan-33	19	1-Oct-33	131.3%	\$751,227,970	(\$1,244,861)	\$749,983,109	\$0.6450	\$4,845,420	(\$8,029)	\$4,837,391	7.72%	\$373,
1-Jan-34	20	1-Oct-34	131.3%	\$751,227,970	(\$1,244,861)	\$749,983,109	\$0.6450	\$4,845,420	(\$8,029)	\$4,837,391	7.72%	\$373,
1-Jan-35	21	1-Oct-35	131.3%	\$751,227,970	(\$1,244,861)	\$749,983,109	\$0.6450	\$4,845,420	(\$8,029)	\$4,837,391	7.72%	\$373,
1-Jan-36	22	1-Oct-36	131.3%	\$751,227,970	(\$1,244,861)	\$749,983,109	\$0.6450	\$4,845,420	(\$8,029)	\$4,837,391	7.72%	\$373,
1-Jan-37	23	1-Oct-37	131.3%	\$751,227,970	(\$1,244,861)	\$749,983,109	\$0.6450	\$4,845,420	(\$8,029)	\$4,837,391	7.72%	\$373,
1-Jan-38	24	1-Oct-38	131.3%	\$751,227,970	(\$1,244,861)	\$749,983,109	\$0.6450	\$4,845,420	(\$8,029)	\$4,837,391	7.72%	\$373,
1-Jan-39	25	1-Oct-39	131.3%	\$751,227,970	(\$1,244,861)	\$749,983,109	\$0.6450	\$4,845,420	(\$8,029)	\$4,837,391	7.72%	\$373,
1-Jan-40	26	1-Oct-40	131.3%	\$751,227,970	(\$1,244,861)	\$749,983,109	\$0.6450	\$4,845,420	(\$8,029)	\$4,837,391	7.72%	\$373,
1-Jan-41	27	1-Oct-41	131.3%	\$751,227,970	(\$1,244,861)	\$749,983,109	\$0.6450	\$4,845,420	(\$8,029)	\$4,837,391	7.72%	\$373,
1-Jan-42	28	1-Oct-42	131.3%	\$751,227,970	(\$1,244,861)	\$749,983,109	\$0.6450	\$4,845,420	(\$8,029)	\$4,837,391	7.72%	\$373,
								\$93,521,264		\$93,312,500		\$7,204
<i>MuniCap, Inc.</i>									<i>Net Increments retained</i>	\$86,108,361		

¹ The base year value represents the total 2016 market values shown in the property records of Denton CAD and Collin CAD for the 11 parcels in the TIRZ.

² The estimated real property taxes are calculated using the 2016 City tax rate and assuming the tax rate will remain the same over the life of the TIRZ

³ The base year taxes are estimated based on the total 2017 preliminary assessed values shown in the property records of Denton CAD for the 11 parcels in the TIRZ and the 2016 City tax rate.

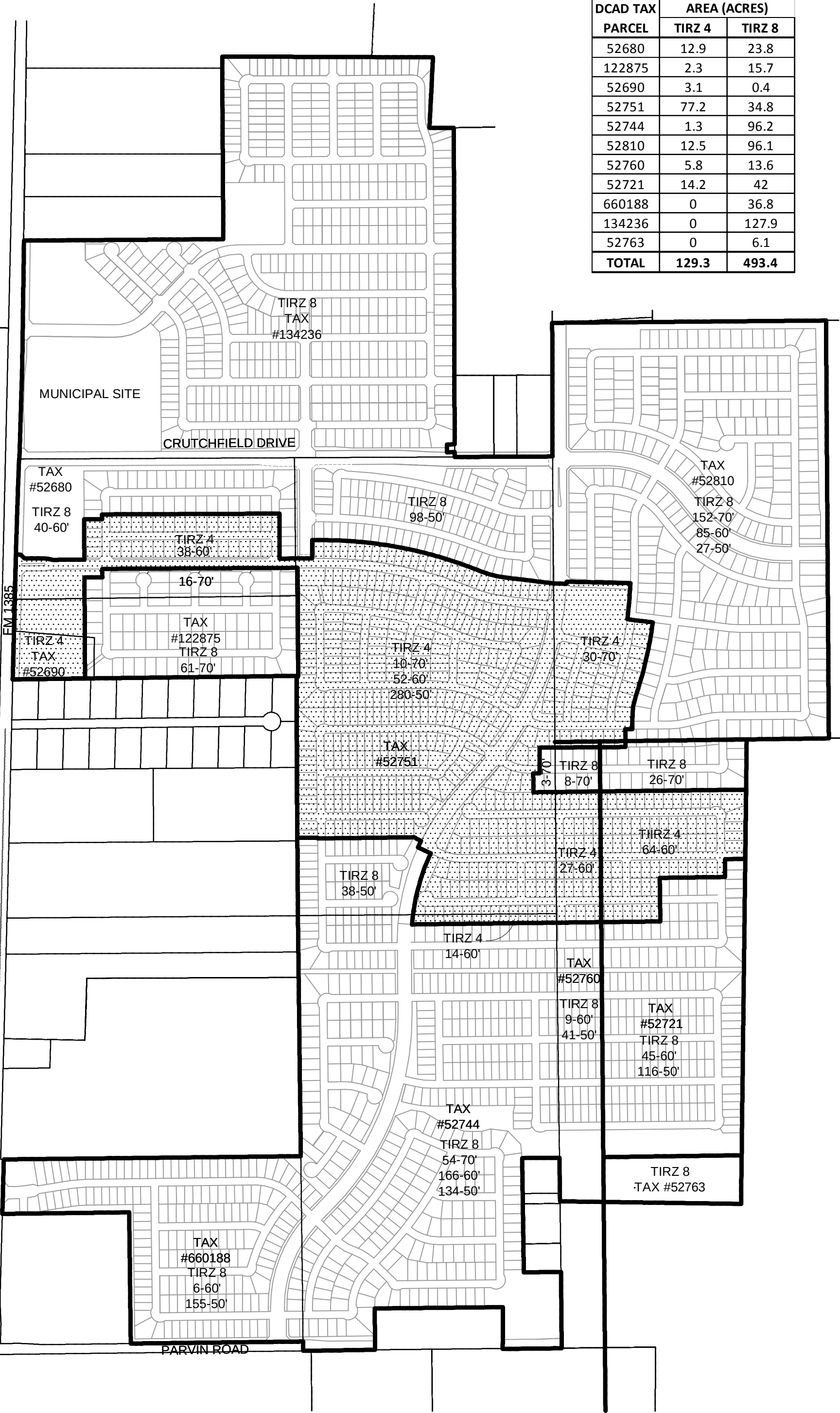
⁴ The projections assume that 7.76 percent of the projected incremental real property tax revenue will be committed to the PID for the payment of bond debt service.

Exhibit H
List of Parcels in the Zone

TIRZ #8 - List fo Parcels

Parcel ID	Year	Legal Description	2017 Appraised Value	2017 Assessed Value	2017 Market Value	Total Acreage per Engineer	NIA 1	NIA 2-5	2017 Prorate Assessed Valu (NIA #2-5) - TI #8 Base Year Value
52680	2017	A1411A WILKERSON, TR 2, 36.74 ACRES	\$1,677,291	\$1,677,291	\$1,677,291	36.7	12.90	23.8	\$1,087,725.1
52690	2017	A1411A WILKERSON, TR 4, 3.42 ACRES, OLD DCAD TR #1A(1)	\$701	\$701	\$156,133	3.5	3.10	0.4	\$80.1
52721	2017	A1109A J. RUE, TR 3, 57.41 ACRES, OLD DCAD TR #1	\$11,769	\$11,769	\$2,620,939	56.2	14.20	42.0	\$8,795.1
52744	2017	A1411A WILKERSON, TR 12, 97.51 ACRES, OLD DCAD TR #2 & 2A(4)	\$61,394	\$61,394	\$4,452,065	97.5	1.30	96.2	\$60,575.1
52751	2017	A1411A WILKERSON, TR 1, 111.925 ACRES, OLD DCAD TR #1	\$23,149	\$23,149	\$5,109,916	112	77.20	34.8	\$7,192.1
52760	2017	A1546A C. JACKSON, TR 1, 18.31 ACRES, OLD DCAD TR #1	\$1,648	\$1,648	\$835,906	19.4	5.80	13.6	\$1,155.1
52763	2017	A1111A H. RUE, TR 2, 6.75 ACRES, OLD DCAD TR #1	\$1,384	\$1,384	\$308,158	6.1	0.00	6.1	\$1,384.1
52810	2017	A0309A T. COX, TR 7, 106.0 ACRES, OLD DCAD TR #4	\$67,729	\$67,729	\$4,839,769	108.6	12.50	96.1	\$59,933.1
122875	2017	A1411A WILKERSON, TR 3, 18.0 ACRES, OLD DCAD TR #1B(1)	\$3,690	\$3,690	\$821,754	18	2.30	15.7	\$3,218.1
134236	2017	A0903A T. MCINTIRE, TR 8, 127.688 ACRES, OLD DCAD TR #2B	\$11,492	\$11,492	\$5,829,340	127.9	0.00	127.9	\$11,492.1
660188	2017	A1411A WILKERSON, TR 11A(1A), 36.77 ACRES	\$3,309	\$3,309	\$1,678,661	36.8	0.00	36.8	\$3,309.1
		Total	\$1,863,556	\$1,863,556	\$28,329,932	\$623	129.30	493.4	\$1,244,81

DCAD TAX PARCEL	AREA (ACRES)	
	TIRZ 4	TIRZ 8
52680	12.9	23.8
122875	2.3	15.7
52690	3.1	0.4
52751	77.2	34.8
52744	1.3	96.2
52810	12.5	96.1
52760	5.8	13.6
52721	14.2	42
660188	0	36.8
134236	0	127.9
52763	0	6.1
TOTAL	129.3	493.4



Attachment: TIRZ No. 8 Final Project Plan and Finance Plan (Ordinance of CC approving TIRZ #8 (Sutton Fields) Project & Financing Plan)

CITY OF CELINA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS FOR REINVESTMENT ZONE NUMBER EIGHT, CITY OF CELINA, TEXAS APPROVING AND RECOMMENDING THE FINAL REINVESTMENT ZONE PROJECT PLAN AND FINANCING PLAN TO THE CITY COUNCIL.

WHEREAS, the City of Celina, Texas (hereinafter referred to as the “City”), pursuant to Chapter 311 of the Texas Tax Code, as amended (hereinafter referred to as the “Act”), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, at the public hearing opened on August 8, 2017, continued to September 12, 2017, and reconvened on September 12, 2017, interested persons were allowed to speak for or against the creation of the zone, the boundaries of the zone, and the concept of tax increment financing, and owners of property in the proposed zone were given a reasonable opportunity to protest the inclusion of their property in the zone; and

WHEREAS, after the public hearing closed on September 12, 2017, the City Council approved Ordinance No. 2017-49, establishing Reinvestment Zone Number Eight, City of Celina, Texas (the “Zone”); and

WHEREAS, on October 10, 2017, the Board of Directors for Reinvestment Zone Number Eight, City of Celina, Texas (the “Board”), met to consider and recommend to the City Council of the City the *Final Reinvestment Zone Project Plan and Financing Plan for the Zone*, a copy of which is attached hereto as **Exhibit A** (herein after referred to as the “Final Project and Finance Plan”), should be adopted by City Council ordinance as the reinvestment zone project plan and financing plan for the Zone in accordance with Section 311.011 of the Act; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS FOR REINVESTMENT ZONE NUMBER EIGHT, CITY OF CELINA, THAT:

SECTION 1. FINDINGS. Each and every one of the recitals, findings, and determinations contained in the preamble to this Resolution is incorporated into the body of this Resolution as if fully set forth herein and are hereby found and declared to be true and correct legislative findings and are adopted as part of this Resolution for all purposes.

SECTION 2. SUFFICIENCY. The Final Project and Financing Plan has been prepared by the Board and conforms with and satisfies all requirements set forth in Sections 311.011 of the Act. Specifically, the final reinvestment zone project plan includes, but is not limited to, (1) a description and map showing existing uses and conditions of real property in the zone and proposed uses of that property, (2) any proposed changes of zoning ordinances, the master plan of the municipality, building codes, other municipal ordinances, and subdivision rules and regulations, if any, of the

county, (3) a list of estimated nonproject costs, and (4) a statement of a method of relocating persons to be displaced, if any, as a result of implementing the plan. The final financing plan includes, but is not limited to, (1) a detailed list describing the estimated project costs of the zone, including administrative expenses, (2) a statement listing the proposed kind, number, and location of all public works or public improvements to be financed by the zone, (3) a finding that the plan is economically feasible and an economic study, (4) the estimated amount of bond indebtedness to be incurred, (5) the estimated time when related costs or monetary obligations are to be incurred, (6) a description of the methods of financing all estimated project costs and the expected sources of revenue to finance or pay project costs, including the percentage of tax increment to be derived from the property taxes of each taxing unit anticipated to contribute tax increment to the zone that levies taxes on real property in the zone, (7) the current total appraised value of taxable real property in the zone, (8) the estimated captured appraised valued of the zone during each year of its existence, and (9) the duration of the zone.

SECTION 3. FEASIBILITY. The Board finds that the Final Project and Finance Plan is feasible.

SECTION 4. RECOMMENDING FINAL PROJECT AND FINANCING PLAN. The Board hereby recommends to the City Council the Final Project and Financing Plan, a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes. The Board has prepared and adopted this Final Project and Financing Plan, and hereby recommend to the City Council that they approve the Final Project and Financing Plan as the reinvestment zone project plan and financing plan for the Zone.

SECTION 5. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Resolution, or the application thereto to any persons or circumstances, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the Board hereby declares it would have passed such remaining portions of this Resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED BY THE BOARD OF DIRECTORS FOR REINVESTMENT ZONE NUMBER EIGHT, CITY OF CELINA, THIS THE 10TH DAY OF OCTOBER, 2017.

Board Chair Person

ATTEST:

Vicki Faulkner, City Secretary

APPROVED AS TO FORM:

Julie Fort, Attorney for City of Celina, Texas

Exhibit A
Final Reinvestment Zone Project Plan and Financing Plan