NOTICE OF
CITY COUNCIL REGULAR MEETING
FIRST UNITED METHODIST CHURCH 112 N. COLORADO ST, CELINA, TX 75009
TUESDAY, SEPTEMBER 8, 2015 AT 5:00 PM

AGENDA

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Certificate of Excellence in Planning. Liebman

B. Engineering Update, Stormwater Utility Fees. Johnson

C. Budget/Tax Rate Presentation. Toutounchian

III. EXECUTIVE SESSION:

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

A. Cary T. Carroll vs. City of Celina

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

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

V. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. Lieutenant Tony Griggs Recognition

B. Library Card Sign-Up Month Proclamation

C. Constitution Week Proclamation

D. Childhood Cancer Awareness Month 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 - Aug 11, 2015 5:00 PM

2. City Council - Public Hearing and Special Meeting - Aug 25, 2015 6:00 PM

B. Consider and act upon a resolution of the City Council of the City of Celina, Texas, hereby authorizing the City Manager of the City of Celina, Texas, to execute a License, Indemnification and Hold Harmless Agreement by and between the City of Celina and Old Celina LTD., Rex Glendenning, Sherese Glendenning, Clay Glendenning, Alex Snodgrass, and Madison Glendenning for setting up and launching a fireworks display for Celina and its guests, patrons and invitees. Montgomery

C. Consider and act upon a resolution of the City Council of The City of Celina, Texas, authorizing the Texas Coalition for Affordable Power, INC. (TCAP) to negotiate an electric supply agreement for three years for deliveries of electricity effective January 1, 2018; authorizing TCAP to act as an agent on behalf of the City to enter into a contract for electricity; authorizing City Manager to execute an electric supply agreement for deliveries of electricity effective January 1, 2018 and committing to budget for energy purchases in 2018 through 2020 and to honor the City's commitments to purchase power for its electrical needs in 2018 though 2020 through TCAP (Foreman)

D. Consider and act to authorize the City Manager to sign a Chapter 43 Pre-Annexation agreement between the City of Celina and 9.8 Partners Ltd. Liebman

E. Consider and act to authorize the City Manager to sign a Chapter 43 Pre-Annexation agreement between the City of Celina and Light Brothers Partnership.

F. Consider and act to authorize the City Manager to execute an agreement with NTTA and Collin County for Dallas North Tollway ROW utility crossings.

G. Consider and act upon a petition for annexation and set public two hearing dates on October 13, 2015 at 6:05 p.m. and October 13, 2015 at 6:05 p.m. for a 1.60 acre tract of land situated in the L.M. Boyd Survey, Abstract No. 48, Tract 2-1; and a 3.26 acre tract of land situated in the L.M. Boyd Survey, Abstract No. 48, Tract 2 the properties are generally located east Of SH289 (Preston Road), west of CR 97, south of CR 104 and north of CR 100, within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas. (Littell Outparcels) Liebman

VIII. **PUBLIC HEARING/ACTION:**

A. The Celina City Council will conduct a public hearing to consider testimony and receive public input regarding the proposed FY2015/2016 City Budget. Toutounchian

B. The Celina City Council will conduct a public hearing to consider testimony and take action regarding the amended and restated Development Agreement by and between the City of Celina, Texas and Hillwood Communities for Wells South. The property is a ±403.34 acre tract of land generally north of FM 1461 (Frontier Parkway), east of CR 83 (Coit Road) and south and west of CR 84, within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas. The property is generally located on the north side of FM 1461 (Frontier Parkway), east of CR 83 and south and west of CR 84. (Wells South) (Liebman)

C. The Celina City Council will conduct a public hearing to consider testimony and take action regarding a Development Agreement by and between the City of Celina, Texas and the Cambridge Company for The Parks at Wilson Creek. The property is a ±669 acre tract of land located within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas. The property is located north and south of the future alignment of Carl Darnall Parkway (formerly Sunset Boulevard), east of the future alignment of Coit Road, and north of the future alignment of the Collin County Outer Loop. (Parks at Wilson Creek) (Liebman)

D. The Celina City Council will conduct a public hearing to provide reasonable opportunity for any owner of property within the proposed tax increment reinvestment zone to protest or support the inclusion of their property within the proposed reinvestment zone, which consists of a ±403.34 acre tract of land. The property is generally located at the northeast corner of FM 1461 (Frontier Parkway) and CR 83. (Wells South) (Liebman)

E. The Celina City Council will conduct a public hearing to provide reasonable opportunity for any owner of property within the proposed Tax Increment Reinvestment Zone to protest or support the inclusion of their property within the proposed reinvestment zone, which consists of a ±113.548 acre tract of land. The property is generally located west of SH 289 (Preston Road), north of Frontier Parkway (CR 5), south and east of CR 53. (Ownsby Farms) (Liebman)

F. The Celina City Council will conduct a public hearing to provide reasonable opportunity for any owner of property within the proposed tax increment reinvestment zone to protest or support the inclusion of their property within the proposed reinvestment zone, which consists of a ±494.883 acre tract of land. The property is generally located at the northeast corner of Parvin Road and FM1385. (Sutton Fields) (Liebman)

IX. ACTION ITEM:

A. Consider and act upon a resolution of the City of Celina, Texas ratifying and approving the fiscal year 2015/2016 budget for the Celina Economic Development Corporation. (Toutounchian)

B. Consider and act upon a resolution of The City of Celina, Texas ratifying and approving the fiscal year 2015-2016 budget for the Celina Community Development Corporation; and providing an effective date. Toutounchian

C. Consider and act upon an ordinance of the City of Celina, Texas, adopting and approving the budget for the Fiscal Year beginning October 1, 2015, and ending September 30, 2016, and making appropriations for each department, project and account; providing for expenditures of funds; providing for filing of documents. Roll Call Vote Toutounchian

D. Consider and act upon ratification of a property tax rate increase reflected in the FY2015 budget. Roll Call Vote

E. 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, 2015 and ending September 30, 2016, 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 11.22 percent and will raise taxes for maintenance and operations on a $100,000 home by approximately $0.77; directing the assessment thereof to provide revenues for the payment of current operation and maintenance expenses and indebtedness of the city; providing for due and delinquent dates together with penalties and interest; providing for collection by the Collin and Denton county tax assessor/collector. Roll Call Vote Toutounchian

F. Consider and take action on a Final Plat for Clear Creek Parkway and Doe Branch Boulevard, being ±14.097 acres situated in the William Davenport survey, Abstract No. 262, and the F.D. Gary survey Abstract No. 361 The property is generally located north of Frontier Parkway, west of the Dallas North Tollway east of the Denton/Collin County Line, and South of County Road 7. (Creeks of Legacy)

G. Consider and take action on a Final Plat for Creeks of Legacy Model Home Park, being ±2.712 acres situated in the William Davenport survey, Abstract No. 262, and the F.D. Gary survey Abstract No. 361, and containing nine (9) residential lots. The property is generally located north of Frontier Parkway, west of the Dallas North Tollway east of the Denton/Collin County Line, and South of County Road 7. (Creeks of Legacy)

H. Consider and take action on a Final Plat for Creeks of Legacy Phase 1B, being ±14.097 acres situated in the William Davenport survey, Abstract No. 262, and the F.D. Gary survey Abstract No. 361, and containing 115 residential lots and 5 open space lots. The property is generally located north of Frontier Parkway, west of the Dallas North Tollway east of the Denton/Collin County Line, and South of County Road 7. (Creeks of Legacy)

I. Consider and Act upon a resolution of the City Council of the City of Celina, Texas, hereby authorizing the City Manager to execute an agreement between the City of Celina, Texas and JP Morgan Chase regarding Purchasing Cards for City Departments with a limit not to exceed $200,000 annually. (Toutounchian)

J. Consider and act upon a resolution of the City Council of the City of Celina, Texas, setting a date, time and place (Tuesday October 13, 2015 at 6:00 PM & Tuesday October 13, 2015 at 6:05 PM) for public hearings on the proposed annexations of .589 Acres situated in the Thomas Stayton Survey, Abstract 0805, tract 3; , 1.07 Acres situated in the Collin County School Land #15 Survey, Abstract 0170, Blk 2, Tract 1; and 3.5 acres situated in the Collin County School Land #14 Survey, Abstract 0167, Blk 1, Tract 2.

K. The Celina City Council will consider testimony and take action regarding an amendment to the City's Code of Ordinances Chapter 12: Traffic and Vehicles; Article 14.03: Operation of Vehicles; Division 1: Generally; Section 12.03.001 Golf Carts. (Liebman)

L. Consider and act to authorize staff to move forward with the development of a draft stormwater utility ordinance and fee resolution for Council consideration of adoption, subsequent to a Public Hearing for each. Direct staff to publish three (3) times in a paper of local community circulation, beginning at least 30 days prior to the Public Hearings, the draft ordinance and fee resolution. Prepare for implementation of the stormwater utility fee on or after January 1, 2016, pending Council approval.

M. Consider and act upon a resolution accepting a petition from CADG Sutton Fields, LLC, a Texas limited liability company, seeking to dissolve the existing Sutton Fields Public Improvement District (PID), calling for a public hearing and directing the statutory notices to be given. The property, Sutton Fields, is 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. The Property Is Generally Located At The Northeast Corner Of Parvin Road and FM1385. (Sutton Fields) (Liebman)

N. Consider and act upon a resolution accepting a petition from CADG Sutton Fields, LLC, a Texas limited liability company, seeking to create a new Sutton Fields Public Improvement District II, calling for a public hearing on October 13, 2015 and directing the statutory notices to be given. The current ±510.80 acre tract of land, Sutton Fields, will incorporate an additional ±128 acre tract of land into the new PID boundary. The tracts of land are located in the F. Wilkerson Survey, Abstract Number 1411, the H. Rue Survey, Abstract Number 1111, the J. Rue Survey, Abstract Number 1109, the T. Cox Survey, Abstract Number 309, the C. Jackson Survey, Abstract Number 1546, Denton County, Texas and the Thomas H. McIntyre Survey, Abstract Number 903, Denton County, Texas. The property is generally located on the east side of FM 1385, north of Parvin Road and south of FM 428. (Sutton Fields II PID) (Liebman)

O. Consider and take action on a Construction Plat for Carter Ranch Phase IIC-2, being ±26.536 acres situated in the Shelby Glass Survey, Abstract No. 346, and containing seventy (70) residential lots and five (5) common area lots. The property is generally located south of County Road 88, east of Preston Road "SH 289" west of County Road 86, and north of Cripple Creek Drive. (Carter Ranch)

P. Consider and act upon a sixth amendment to the Amended and Restated Development Agreement with Light Farms regarding sex offender residency restrictions.

Q. Consider and institute the annexation of certain territory contiguous to and adjoining the City of Celina, Texas, to wit: being an approximately 127.897 acre tract of land located in the Thomas H. McIntyre Survey, Abstract Number 903, Denton County, Texas; such tract is generally located on the east side of FM 1385, north and west of Crutchfield Road and south of FM 428. (Denton County) (Liebman)

R. Consider and act to institute the annexation of certain territory contiguous to and adjoining the City of Celina, Texas, to wit: being an approximately ±400.5 acre tract of land W. Wilhite Survey, Abstract No. 1002 and the Jonathan Westoven Survey, Abstract No. 1030, Collin County, Texas, being all of a called 18.531 acre tract of land described in a Special Warranty Deed to The George White Limited Partnership recorded in Volume 5834, page 478, all of a called 127.069 acre tract of land and a called 26.99 acre tract of land described in a Special Warranty Deed to The George White Limited Partnership recorded in Volume 5834, page 461, and all of a called 214.659 acre tract of land described in Special Warranty Deeds to The George White Limited Partnership recorded in Volume 5834, page 483, Volume 5834, Page 488, Volume 5834, Page 493, Volume 5834, Page 498, Volume 5834, Page 503 and Volume 5946, Page 693, all of the Official Public Records of Real Property of Collin County, Texas; such tract is generally located north of FM 1461 (Frontier Parkway), south and west of CR 84, and east of CR 83 (Coit Road), within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas. (Wells South) (Liebman)

X. <u>ADJOURNMENT</u>:

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 Date Notice Removed

City Secretary, City of Celina, TX

NOTICE OF
CITY COUNCIL REGULAR MEETING
FIRST UNITED METHODIST CHURCH 112 N. COLORADO ST, CELINA, TX 75009
TUESDAY, AUGUST 11, 2015 AT 5:00 PM

MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

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

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

II. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Eagle Scout Project-landscape of historical marker (Matt Anderson)

B. Kiosk Sign Program for home builders (Wilson)

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

D. Information Regarding Municipal Development Districts (Foreman)

E. 2015 Celina Citizen Survey Results (Montgomery)

F. National Night Out 2015 October 6th (Griggs)

G. Focused Advocacy 2015 Legislative Update (Brandon Aghamalian)

H. Tax Rate Hearings Aug 25 and Sep 1, and Budget Hearing Sep 8 Schedule (Toutounchian)

III. EXECUTIVE SESSION:

The City Council convened into closed session at 6:00 p.m. with City Manager Mike Foreman and City Attorney Lance Vanzant.

Minutes Acceptance: Minutes of Aug 11, 2015 5:00 PM (Minutes Approval)

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

A. Wells South Development Regulations

B. Property located east of SH289, south of CR106, north of CR102 and west of CR 132

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

The City Council reconvened into open session at 6:30 p.m. Councilman Nabors moved to authorize the City Manager to negotiate and sign a contract for property discussed in executive session. Mayor Pro Tem Roberts seconded. Motion carried. 6-yes;0-no.

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

Mayor Terry led the pledges of allegiance. Corbett Howard gave the invocation.

V. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. 2015 National Farmers Market Week Proclamation

B. Staff Recognition: Vickie Cox 10 Years of Service

C. Mayor's Community Leadership Award

Mayor Terry awarded the Mayor's Community Leadership Award to Melissa Cromwell, Chamber of Commerce President and Melessa Barbknecht, a Family and Consumer Sciences Teacher at Celina High School for their work with students in Celina High School's student organization Family, Career and Community Leaders of America.

VI. OPEN FORUM:

Jon Wojan of 2699 Twelve Oaks spoke regarding the Wells South Development. He believes a medium density development next to estate properties is an abrupt change. He encouraged the council to consider the current residents.

Ann Dover of 3621 Preston Hills spoke regarding the Wells South Development. She said she enjoys the large lots and would like to reiterate what Mr. Wojan said and suggest one acre lots on the perimeter of this development with the smaller lots on the interior.

VII. CONSENT AGENDA:

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

A. Minutes Approval:

1. City Council - Regular Meeting - Jul 14, 2015 5:00 PM

Minutes Acceptance: Minutes of Aug 11, 2015 5:00 PM (Minutes Approval)

2. City Council - Work Session - Jul 25, 2015 7:30 AM

3. City Council - Public Hearing and Special Meeting - Jul 29, 2015 5:00 PM

4. Consider and act to authorize the Mayor to execute a contract with Kodiak Trenching and Boring in the amount of $2,837,172 for the construction of Phase 1 of the Southeast Sector Sewer Line. Johnson

5. Consider and act to authorize the Mayor to execute a contract with Kodiak Trenching and Boring in the amount of $2,691,010 for the construction of Phase 2 of the Southeast Sector Sewer Line. Johnson

6. Consider and Act upon the rejection of all bids for the Request for Proposals: Internet and Fiber Optic Services 2014 (Montgomery)

7. Consider and act upon an Interlocal Cooperation Agreement by and between The City of Celina, Texas and the City of Frisco, Texas, for Household Hazardous Waste Disposal and Reuse Program. (Montgomery)

8. Consider and act upon an ordinance adopting the annexation of a ±16.85 acre tract of land located in the Collin County School Land Survey, Abstract Number 167, Block 1, Tract 85 Collin County, Texas. The property is generally located north and east of Oklahoma Street (Business 289), west of Preston Road (SH289) and south of Ash Street. (Eland Energy Tract) (Liebman)

VIII. PUBLIC HEARING/ACTION:

A. The Celina City Council will conduct a public hearing to provide reasonable opportunity for any owner of property within the proposed tax increment reinvestment zone to protest the inclusion of their property within the proposed reinvestment zone, which consists of a ±494.883 acre tract of land. The property is generally located at the northeast corner of Parvin Road and FM1385. (Sutton Fields) (Liebman)

At 6:45 pm Mayor Terry recused himself from the meeting due to a conflict of interest. Mayor Pro Tem Anderson opened the hearing at 6:45 pm. No public comment was received. The hearing is continued to the September 8th council meeting.

B. The Celina City Council will conduct a public hearing to provide reasonable opportunity for any owner of property within the proposed Tax Increment Reinvestment Zone to protest the inclusion of their property within the proposed reinvestment zone, which consists of a ±113.548 acres of land. The property is generally located west of SH 289 (Preston Road), north of Frontier Parkway (CR 5), south and east of CR 53. (Ownsby Farms) (Liebman)

Mayor Pro Tem Anderson opened the hearing at 6:50 pm. No public comment was received. The hearing is continued to the September 8th council meeting.

C. The Celina City Council will conduct two public hearings at 6:00 p.m. and 6:05 p.m. to consider testimony regarding a voluntary annexation request from Randy Helmberger on behalf of Keller Williams Prosper Celina Group for a ±4.00 acre tract of land located in the Collin County School Land Survey #14, Abstract Number 167, Block 1, Tract 26, Collin County, Texas. The property is generally located on the east side of Preston Road, approximately 700 feet south of Sunset Boulevard. (Keller Williams Annexation) (Liebman)

Minutes Acceptance: Minutes of Aug 11, 2015 5:00 PM (Minutes Approval)

Mayor Terry returned to the meeting at 6:50 pm. Mayor Terry opened the first hearing at 6:50 pm. No public comment was received. Mayor Terry closed the first hearing at 6:50 pm. Mayor Terry opened the second hearing at 6:50 pm. No public comment was received. Mayor Terry closed the second hearing at 6:51 pm. The Service Plan has been on file for public view.

D. The Celina City Council will conduct two public hearings at 6:00 p.m. and 6:05 p.m. to consider testimony regarding a voluntary annexation request from Kevin Patel of Triangle Engineering, Inc. On Behalf Of Ray Halford for a ±6.017 acre tract of land located in the Collin County School Land Survey #14, Abstract Number 167, Block 1, Tract 26, Collin County, Texas. The property is generally located on the west side of Preston Road north of CR 5 (Frontier Parkway). (Halford Annexation) (Liebman)

Mayor Terry opened the first hearing at 6:51 pm. No public comment was received. Mayor Terry closed the first hearing at 6:52 pm. Mayor Terry opened the second hearing at 6:52 pm. No public comment was received. Mayor Terry closed the second hearing at 6:52 pm. The Service Plan has been on file for public view.

E. The Celina City Council will conduct two public hearings at 6:00 p.m. and 6:05 p.m. to consider testimony and take action on an voluntary annexation of a ±2.995 acre tract of land located in the Samuel Queen Survey, Abstract Number 731, Tract 8, Collin County, Texas. The property is generally located north of Sunset Blvd., west of CR 90, east of Oak Hill Lane and south of FM 455. (Kerr Inn) Liebman

Mayor Terry opened the first public hearing at 6:52 pm. No public comment was received. Mayor Terry closed the first hearing at 6:54 pm. Mayor Terry opened the second public hearing at 6:54 pm. No public comment was received. Mayor Terry closed the second hearing at 6:54 pm. The Service Plan has been on file for public view.

F. The Celina City Council will conduct two public hearings at 6:00 p.m. and 6:05 p.m. to consider testimony regarding the involuntary annexation of a ±127.688 acre tract of land situated in the T. McIntire Survey Abstract No. 0903a, Tract 8, Denton County, Texas. The property is generally located on the east of FM 1385, north and west of Crutchfield Dr., and south of FM 428. (Denton County 128) (Liebman)

City Planner Ben Rodriguez briefly explained the Service Plan for this annexation. The plan has been on file for public view. Mayor Terry opened the first public hearing at 6:54 pm. No public comment was received. Mayor Terry closed the first hearing at 6:55 pm. Mayor Terry opened the second public hearing at 6:55 pm. No public comment was received. Mayor Terry closed the second hearing at 6:56 pm.

G. The Celina City Council will conduct a public hearing to consider testimony and take action on a zoning amendment request for a Planned Development District on a ±3.59 acre tract of land located in the John Willock Survey, Abstract No. 1055, Tract 1, Collin County, Texas. The property is generally located north of Walnut St. (FM 455), south of CR 994, west of N. Illinois Drive and east of N. Florida Drive. (Celina Village) (Liebman)

Mayor Terry opened the hearing at 6:56 pm. No public comment was received. Mayor Terry closed the hearing at 7:04 pm.

Minutes Acceptance: Minutes of Aug 11, 2015 5:00 PM (Minutes Approval)

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

H. The Celina City Council will conduct a public hearing to consider testimony and take action regarding an amendment to the City's Code of Ordinances Chapter 14: Zoning; Article 14.05: Development Standards and Use Regulations; Division 3: Landscape Requirements; Section 14.05.090 Tree Preservation. (Liebman)

Mayor Terry opened the hearing at 7:04 pm. No public comment was received. Mayor Terry closed the hearing at 7:06 pm.

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

I. The Celina City Council will conduct a public hearing to consider testimony and take action regarding a residential replat request on a ±0.329 acre tract of land in Light Farms Phase 3, Cypress and Sage Neighborhoods, Lots 18R and 19R, Block P, to reduce the area of two lots. (Liebman)

Mayor Terry opened the hearing at 7:06 pm. No public comment was received. Mayor Terry closed the hearing at 7:07 pm.

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

J. The Celina City Council will conduct a public hearing to consider testimony regarding the dissolution of an existing Public Improvement District (PID) for The Parks at Wilson Creek, a ±539 acre tract of land. The property is generally located north and south of Sunset Boulevard, east of the future alignment of Coit Road and north of the future alignment of the Collin County Outer Loop. (The Parks at Wilson Creek) (Liebman)

Mayor Terry opened the hearing at 7:07 pm. No public comment was received. Mayor Terry closed the hearing at 7:08 pm.

K. The Celina City Council will conduct a public hearing to consider testimony and take action upon a resolution authorizing and creating The Parks at Wilson Creek Public Improvement District (PID) in accordance with Chapter 372 of the Texas Local Government Code, a ±668 acre tract of land generally located north and south of Sunset Boulevard, east of the future alignment of Coit Road and north of the future alignment of the Collin County Outer Loop. (The Parks at Wilson Creek) (Liebman)

Mayor Terry opened the hearing at 7:08 pm. No public comment was received. Mayor Terry closed the hearing at 7:10 pm.

Minutes Acceptance: Minutes of Aug 11, 2015 5:00 PM (Minutes Approval)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Erik Geiger, Place 1
SECONDER:	Wayne Nabors, Place 2
AYES:	Nabors, Roberts, Vaden, Anderson, Hopkins, Geiger

L. The Celina City Council will conduct a public hearing to provide reasonable opportunity for any owner of property within the proposed tax increment reinvestment zone to protest or support the inclusion of their property within the proposed reinvestment zone, which consists of a ±400.5 Acre Tract Of Land a ±403.34 acre tract of land located in the W. Wilhite Survey, Abstract No. 1002 and the Jonathan Westoven Survey, Abstract No. 1030; Collin County, Texas. The property is generally located at the northeast corner of FM 1461 (Frontier Parkway) and CR 83. (Wells South) (Liebman)

Mayor Terry opened the hearing at 7:10 pm. Jon Wojan of 2699 Twelve Oaks asked what this TIRZ is for. Attorney Mack Reinwald explained that all the information for this project is not in yet. Dale Bainum of 3541 Heritage Trail asked if the city could require new developments like these to add local storm sirens. The hearing is continued to the September 8th council meeting.

M. The Celina City Council will conduct a public hearing, consider testimony and take action regarding the creation of a Public Improvement District (PID) for Wells South, a ±400.5acre tract of land located in the W. Wilhite Survey, Abstract No. 1002 and the Jonathan Westoven Survey, Abstract No. 1030; Collin County, Texas. The property is generally located at the northeast corner of FM 1461 (Frontier Parkway) and CR 83 (Coit Road). (Wells South) (Liebman)

No public hearing was conducted and no action was taken on this item.

IX. ACTION ITEM:

A. Consider and act upon a Site Plan for First United Methodist Church of Celina approximately 19.78 acres situated in the MEP and PRR Survey, Abstract No. 544 in Collin County, Texas. (Liebman)

Councilman Nabors moved to approve conditioned on changes made by staff.

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

B. Consider and act upon a Construction Plat for First United Methodist Church of Celina Addition, ±19.78 acres situated in the MEP and PRR Survey, Abstract No. 544 in Collin County, Texas and generally located south of FM 455 (Walnut Street), north of W. Sunset Boulevard, west of Stefhanie Drive and east of FM 428. (Liebman)

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

C. Consider and act upon authorizing the Finance and Government Committee to serve as the Charter Review Commission. (Vanzant)

Minutes Acceptance: Minutes of Aug 11, 2015 5:00 PM (Minutes Approval)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Lori Vaden, Andy Hopkins
AYES:	Nabors, Roberts, Vaden, Anderson, Hopkins, Geiger

D. Consider and act to propose an Ad Valorem Tax rate of $.645 (M&O 0.433512, I&S 0.211488) and set public hearing dates of Tuesday, August 25, 2015 at 6:00 p.m. and Tuesday, September 1, 2015 at 6:00 p.m. (record vote) Toutounchian

Mayor Terry called the roll for a vote: Councilwoman Roberts-yes; Councilwoman Vaden-yes; Councilman Hopkins-yes; Councilman Nabors-yes; Mayor Pro Tem Anderson-yes; Councilman Geiger-yes.

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

E. Consider and act upon an Interlocal Agreement by and between The City of Celina, Texas and the City of Weston Texas, for Municipal Court Services and authorize the City Manager to exercise the 90 day termination. (Foreman)

No action was taken on this item.

F. Consider and act upon an existing contract between the City of Celina and Tenet Frisco, LTD., A Texas Limited Partnership, doing business as Centennial Medical Center for Medical Control Services. (Mills)

Councilwoman Vaden moved to approve item F (authorizing the City Manager to sign a 30 day notice of cancellation).

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

G. Consider and act upon a contract between the City of Celina and Jeff Beeson DO for Medical Control Services. (Mills)

(At or below $15,000 equal to the current contract)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Lori Vaden, Place 5
AYES:	Nabors, Roberts, Vaden, Anderson, Hopkins, Geiger

H. Consider and act upon a resolution approving and authorizing the publication of notice of intention to issue certificates of obligation and declaring expectation to reimburse expenditures with proceeds of future debt. (Toutounchian)

Minutes Acceptance: Minutes of Aug 11, 2015 5:00 PM (Minutes Approval)

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

X. ADJOURNMENT:

There being no further comment Mayor Terry adjourned the meeting at 7:36 pm.

_____
Sean Terry, Mayor

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

_____
Date Minutes Approved

Minutes Acceptance: Minutes of Aug 11, 2015 5:00 PM (Minutes Approval)

NOTICE OF
CITY COUNCIL PUBLIC HEARING AND SPECIAL MEETING
CELINA COUNCIL CHAMBERS 302 W. WALNUT ST., CELINA, TX 75009
TUESDAY, AUGUST 25, 2015 AT 6:00 PM

MINUTES

I. CALL TO ORDER:

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

II. CONSENT AGENDA:

Move to change the wording to "City Manager" (to execute a contract) and approve

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Erik Geiger, Place 1
SECONDER:	Carmen Roberts, Place 4
AYES:	Roberts, Anderson, Hopkins, Geiger
ABSENT:	Nabors, Vaden

1. Consider and act to authorize the Mayor to execute a contract with Red River Construction in the amount of $2,159,700 for the construction of Phase 3 of the Southeast Sector Sewer Line. Johnson

2. Consider and act to authorize the Mayor to execute a contract with Dowager Construction in the amount of $978,627 for the construction of Phase 4 of the Southeast Sector Sewer Line. Johnson

III. PUBLIC HEARING:

Mayor Terry opened the hearing at 6:02 pm. Steve Smith asked if the extra funds collected would be for more street repairs. Mayor Terry closed the hearing at 6:05 pm.

1. The Celina City Council will conduct a public hearing to consider testimony regarding the proposed 2015 Ad Valorem (property tax) rate for the City of Celina. Toutounchian

IV. ADJOURN:

There being no further comment Mayor Terry adjourned the hearing at 6:05 pm.

Minutes Acceptance: Minutes of Aug 25, 2015 6:00 PM (Minutes Approval)

_____
Sean Terry, Mayor

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

_____
Date Minutes Approved

Minutes Acceptance: Minutes of Aug 25, 2015 6:00 PM (Minutes Approval)

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Michael Montgomery, Administrative Services
Date: September 8, 2015
Re:

Action Requested:

Consider and act upon a resolution of the City Council of the City of Celina, Texas, hereby authorizing the City Manager of the City of Celina, Texas, to execute a License, Indemnification and Hold Harmless Agreement by and between the City of Celina and Old Celina LTD., Rex Glendenning, Sherese Glendenning, Clay Glendenning, Alex Snodgrass, and Madison Glendenning for setting up and launching a fireworks display for Celina and its guests, patrons and invitees. Montgomery

Background Information:

This resolution and agreements allows the City to use Old Celina LTD's land for a firework display at the Celina Balloon Festival on October 17th, 2015.

Legal Review:

Reviewed and approved by City Attorney

Supporting Documents:

Resolution and Agreement

Staff Recommendation:

Approve

CITY OF CELINA, TEXAS
RESOLUTION NO. 2015-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, HEREBY AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT BY AND BETWEEN THE CITY OF CELINA AND OLD CELINA LTD., REX GLENDENNING, SHERESE GLENDENNING, CLAY GLENDENNING, ALEX SNODGRASS, AND MADISON GLENDENNING,FOR THE SETTING UP AND LAUNCHING OF A FIREWORKS DISPLAY FOR CELINA AND ITS GUESTS, PATRONS AND INVITEES.

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

SECTION 1: The City Manager of the City of Celina, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Celina, Texas, License, Indemnification and Hold Harmless agreements by and between the City of Celina and Old Celina LTD., Rex Glendenning, Sherese Glendenning, Clay Glendenning, Alex Snodgrass, and Madison Glendenning ,for setting up and launching a fireworks display sponsored by Celina limited to the time period beginning October 14, 2015 and ending October 20, 2015.

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 the 8th day of September, 2015.

_____
Sean Terry, Mayor

ATTEST:

_____
Vicki Faulkner, TRMC
City Secretary

Attachment: Council Resolution (1228 : Rex Fireworks Balloon)

Attachment: Fireworks Indemnification - Glendenning Old Celina Ltd 2015 Celina Balloon Festival [Revision 1] (1228 : Rex Fireworks Balloon)

LICENSE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This **LICENSE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT** (this "Agreement") is entered into this _____day of September, 2015, by and between the CITY OF CELINA (hereinafter collectively referred to as "CELINA"), and OLD CELINA LTD., REX GLENDENNING, SHERESE GLENDENNING, CLAY GLENDENNING, ALEX SNODGRASS, and MADISON GLENDENNING, individually (hereinafter collectively referred to as "OLD CELINA/GLENDENNING"):

P R E M I S E S:

WHEREAS, Old Celina/Glendenning owns a certain property located in the City of Celina, Texas (the "Property"), and containing approximately 210 acres, more or less, out of the Henry Bentley Survey, Abstract No. 124, the George Wiley Survey, Abstract No. 988, the Samuel McCullough Survey, Abstract No. 593, and the B.B.B. & C.R.R. Survey, Abstract No. 132 located in Collin County, Texas, and being the real property depicted on **Exhibit A** attached hereto and incorporated herein by reference for all purposes.

WHEREAS, Celina desires to temporarily occupy a portion of the Property (the "License Area"), more particularly depicted on **Exhibit B** attached hereto and incorporated herein by reference for all purposes, in order to set up and launch a city sponsored fireworks display, and

WHEREAS, Old Celina/Glendenning agrees that Celina/Extreme Pyrotechnics, LLC/ Extreme Logistics, LLC and its agent may occupy the License Area as warranted from October 14, 2015 through October 20, 2015 for the purpose of setting up and launching a fireworks display, and

WHEREAS, Old Celina/Glendenning desires that Celina agree to repair any damages or injury to the License Area and improvements thereon and to be indemnified and held harmless by Celina from all claims by others in connection with, or arising out of, Celina's temporary occupancy and use of the License Area.

A G R E E M E N T:

NOW, THEREFORE, for and in consideration of the foregoing premises, the sum of Ten Dollars ($10.00), and the covenants contained herein, the receipt and sufficiency of which is hereby acknowledged and confessed, Old Celina/Glendenning and Celina agree as follows:

1. **LICENSE**. Old Celina/Glendenning does hereby grant to Celina/Pyrotechnics, LLC/ Extreme Logistics, LLC a temporary license to use and occupy the License Area (the "License") for the limited purpose of setting up and launching a fireworks display sponsored by Celina (the "Fireworks Display"); provided, however, that the License shall be limited to the time period beginning October 14, 2015 and ending October 20, 2015 (the "License Period").

2. **INDEMNIFICATION OF OLD CELINA/GLENDENNING**. Celina, its successors, heirs and assigns (together with any person assuming their obligations, being herein called the "Indemnitor") shall indemnify, defend and hold harmless Old Celina/Glendenning, his family members, partners, employees,

affiliated entities and controlling persons (Old Celina/Glendenning and each such other person or entity being herein called the "Indemnitee") from and against any and all losses, claims, damages, and liabilities, joint or several, including all expenses, including fees and disbursements of counsel, reasonably incurred by any Indemnitee in connection with the use or occupancy by Celina of the License Area and/or the preparation for or defense of any claim, action or proceeding, whether or not resulting in any liability, as incurred, to which an Indemnitee may become subject under any applicable federal or state law or otherwise caused by or arising out of any event related to the Fireworks Display on the License Area; or for the intentional torts, gross negligence, recklessness, willful misconduct, criminal acts, bad faith, substantial breach of agreement and negligence of the Indemnitor in the course of its limited use of the License Area.

3. **NOTICE OF CLAIM.** Promptly after the occurrence of any damage or injury to the License Area or improvements located thereon or receipt by an Indemnitee of notice of any claim or commencement of any action or proceeding in connection with any matter related to Indemnitor's activities in connection with the rights granted to Indemnitor in this Agreement, such Indemnitee will immediately notify the Indemnitor in writing of such claims or of the commencement of such action or proceeding, as applicable, and if requested by such Indemnitee, the Indemnitor shall assume the defense of such action, including the employment of the Texas Municipal League as counsel for Indemnitor, and the payment of the fees and disbursements of such counsel. In the event such Indemnitee determines, in its reasonable judgment, that there is a conflict of interest by reason of having a common counsel, or if the Indemnitor fails to defend such action, then the Indemnitee may employ separate counsel satisfactory to the Indemnitee, to defend such action, and the Indemnitor shall pay, as incurred, the fees and disbursements of such counsel. The Indemnitee shall also notify the Indemnitor promptly of the assertion against the Indemnitee and/or the Indemnitor, or any of their controlling persons or affiliated entities, of any claim or of the commencement of any action or proceeding in connection with any such matter.

4. **REIMBURSEMENT OF EXPENSES.** The Indemnitor shall reimburse each Indemnitee for any out-of-pocket expenses incurred by such Indemnitee in the event that such Indemnitee's personnel are required or requested by the Indemnitor to appear as witnesses in any action brought against the Indemnitor, whether or not such Indemnitee is named as a defendant.

5. **INSURANCE.** Prior to entering the License Area, Celina and the fireworks provider that will conduct the Fireworks Display (the "Fireworks Provider") will each provide proof of Workman's Compensation and Employer's Liability and Business Automobile Liability and general liability insurance in an amount not less than Five Million Dollars ($5,000,000.00) per occurrence, issued by an insurance company or companies rated by A.M. Best's Rating Guide as "A-" or better, authorized to do business in the State of Texas, and Celina and the Fireworks Provider will add Old Celina/Glendenning as an additional insured on each policy. The underwriter and policy shall be acceptable to Old Celina/Glendenning in its sole discretion. Celina shall provide Old Celina/Glendenning with proof of said insurance no later than 5:00 p.m., Celina, Texas time, on Monday, October 5, 2015. In the event proof is not provided to Old Celina/Glendenning before such time, this Agreement, and all rights granted herein, shall be null and void and of no further force or effect.

Attachment: Fireworks Indemnification - Glendenning Old Celina Ltd 2015 Celina Balloon Festival [Revision 1] (1228 : Rex Fireworks Balloon)

6. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The terms of this Agreement shall be specifically performable in Collin County, Texas.

7. **COUNTERPART EXECUTION.** This Agreement may be executed in multiple counterparts, each of which shall be fully effective as an original, for which together shall constitute only one (1) instrument.

8. **WAIVER OF GOVERNMENTAL IMMUNITY.** By executing this Agreement, Celina hereby waives sovereign immunity from suit for the limited purpose of enforcing this Agreement.

9. **AUTHORITY.** Each of the parties represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement.

10. **REPAIR.** By its use and occupancy of the License Area, Celina agrees that in the event of any damage to the License Area or Property or improvements located thereon, or to any surrounding property, resulting from Celina's or the Fireworks Provider's use or occupancy of the License Area, including, without limitation, damages arising from a violation of any state or federal environmental laws, Celina will immediately repair, remediate and take all other actions necessary to cause the License Area or Property, improvements and surrounding property damaged by such use or occupancy to be returned to the same condition as prior to Celina's use and occupancy of the License Area, including but not limited to compliance with all applicable federal and state environmental laws; and in the event the License Area, Property or improvements cannot be returned to the same condition, Celina will promptly pay Old Celina/Glendenning for the damage to the License Area, the Property and/or improvements thereon.

11. **APPROVAL BY RESOLUTION**. On or before Monday, October 5, 2015, Celina shall ratify this Agreement by resolution whereby (i) the Agreement is approved by Celina, and (ii) the individual executing this Agreement on behalf of Celina is explicitly stated as having been authorized to do so by Celina. Celina shall hand deliver to Licensor at 12400 Preston Road, Suite 100, Frisco, Texas 75033 a fully executed resolution which has been approved by Celina. In the event that such fully executed resolution is not delivered to Licensor by 5:00 p.m. on Monday, October 5, 2015, then this Agreement shall be deemed null and void and of no further force and effect.

12. **ASSURANCES**. Celina agrees to: (1) ensure adequate fire extinguishing or fire-fighting equipment is available on site in the event of fire on the Property or any surrounding property as a result of the License during the License Period; (2) ensure only a State of Texas Pyrotechnician for outdoor pyrotechnic operations is used to perform the Fireworks Display or any tests prior to the Fireworks Display conducted on the License Area; (3) clean up the License Area and Property immediately following the Fireworks Display, or within eighteen (18) hours after the conclusion of the Fireworks Display, to return the License Area and Property to the same condition as the License Area and Property existed immediately prior to Celina's occupancy and use thereof; and (4) ensure clean-up of the License Area and Property is acceptable to Old Celina/Glendenning.

(Remainder of Page Intentionally Left Blank)

Attachment: Fireworks Indemnification - Glendenning Old Celina Ltd 2015 Celina Balloon Festival [Revision 1] (1228 : Rex Fireworks Balloon)

IN WITNESS WHEREOF, the parties hereunto set their hands and seals as of the date above first stated.

INDEMNITOR:

CITY OF CELINA

By: _____
Mike Foreman, City Manager

STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Mike Foreman, 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 purposes and consideration therein expressed, and in the capacity therein state.

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

_____
NOTARY PUBLIC, STATE OF TEXAS

Printed Name:_____

My Commission Expires:_____

Attachment: Fireworks Indemnification - Glendenning Old Celina Ltd 2015 Celina Balloon Festival [Revision 1] (1228 : Rex Fireworks Balloon)

INDEMNITEES:

By: _____
Rex Glendenning

By: _____
Sherese Glendenning

STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Rex Glendenning and Sherese Glendenning, 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 purposes and consideration therein expressed, and in the capacity therein state.

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

_____
NOTARY PUBLIC, STATE OF TEXAS

Printed Name:_____

My Commission Expires:_____

Attachment: Fireworks Indemnification - Glendenning Old Celina Ltd 2015 Celina Balloon Festival [Revision 1] (1228 : Rex Fireworks Balloon)

By: _____
Clay Glendenning

STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Clay Glendenning, 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 purposes and consideration therein expressed, and in the capacity therein state.

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

_____
NOTARY PUBLIC, STATE OF TEXAS

Printed Name:_____

My Commission Expires:_____

Attachment: Fireworks Indemnification - Glendenning Old Celina Ltd 2015 Celina Balloon Festival [Revision 1] (1228 : Rex Fireworks Balloon)

By: _____
Madison Glendenning

STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Madison Glendenning, 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 purposes and consideration therein expressed, and in the capacity therein state.

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

_____
NOTARY PUBLIC, STATE OF TEXAS

Printed Name:_____

My Commission Expires:_____

Attachment: Fireworks Indemnification - Glendenning Old Celina Ltd 2015 Celina Balloon Festival [Revision 1] (1228 : Rex Fireworks Balloon)

By: _____
Alex Snodgrass

STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Alex Snodgrass, 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 purposes and consideration therein expressed, and in the capacity therein state.

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

_____
NOTARY PUBLIC, STATE OF TEXAS

Printed Name:_____

My Commission Expires:_____

Attachment: Fireworks Indemnification - Glendenning Old Celina Ltd 2015 Celina Balloon Festival [Revision 1] (1228 : Rex Fireworks Balloon)

OLD CELINA, LTD.,
a Texas limited partnership

By: REX Management, L.L.C.
Its General Partner

By: _____
Rex K. Glendenning, President

STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Rex K. Glendenning, President of REX Management, L.L.C., the general partner of OLD CELINA, LTD., on behalf of said limited liability company and limited partnership.

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

_____
NOTARY PUBLIC, STATE OF TEXAS

Printed Name:_____

My Commission Expires:_____

Attachment: Fireworks Indemnification - Glendenning Old Celina Ltd 2015 Celina Balloon Festival [Revision 1] (1228 : Rex Fireworks Balloon)

EXHIBIT A

THE PROPERTY

TRACT 1
72.992 Acres

BEING a tract of land situated in the HENRY BENTLEY SURVEY, ABSTRACT NO. 124, Collin County, Texas and being a portion of a 99.301 acre tract of land as conveyed by Russ W. Myers to 4M Development, Inc. as recorded by County Clerk No. 94-0092806, Land Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at the most Northwest corner of said 99.301 acre tract, same being at an ell corner of County Road No. 8;

THENCE, along the West line of said 99.301 acre tract, same being the East line of a 36.92 acre tract as conveyed to George Menosky as recorded in Volume 1078, Page 7, Deed Records, Collin County, Texas, and the East line of a 2.589 acre tract as conveyed to Roscoe H. Brewer, as recorded in Volume 2139, Page 221, Deed Records, Collin County, Texas, South 01 degrees 09 minutes 50 seconds East a distance of 1,003.22 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for the POINT OF BEGINNING of the following described tract:

THENCE, along the South line of a 5.1038 acre tract conveyed to Darl Lynn Nigh and Frances Nigh, as recorded by County Clerk No. 96-0082006, Deed Records, Collin County, Texas, South 66 degrees 23 minutes 09 seconds East a distance of 470.05 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for corner;

THENCE, continuing along the South line of said 5.1038-acre tract, South 01 degrees 04 minutes 28 seconds East, a distance of 31.35 feet, to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for corner;

THENCE, continuing along said South line, North 88 degrees 55 minutes 32 seconds East a distance of 366.53 feet, to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for corner on the West line of a 99.2888 acre tract of land conveyed to Douglas Barker, as recorded in Volume 1343, Page 599, Deed Records, Collin County, Texas;

THENCE, along said West line of a 99.2888 acre tract, South 00 degrees 46 minutes 58 seconds East a distance of 2,099.44 feet, to a 5/8 inch iron pipe found for the Southeast corner of said 99.301 acre tract and being an ell corner of said 99.2888 acre tract;

THENCE, along the North line of said 99.2888 acre tract, South 87 degrees 44 minutes 58 seconds West a distance of 2,922.24 feet, to a 1/2 inch iron rod found for corner;

THENCE, generally along a fence row, North 00 degrees 55 minutes 08 seconds West a distance of 788.48 feet, to a 1/2 inch iron rod found in the crotch of three large Hackberry trees at the junction of the evidence of an old North-South fence and evidence of an old fence from the East, and being on the South line of a 73.047 acre tract as conveyed to Douglas Barker, as recorded in Volume 1159, Page 423, Deed Records, Collin County, Texas;

THENCE, along the South line of said 73.047 acre tract, North 87 degrees 45 minutes 55 seconds East a distance of 2,144.18 feet, to a 5/8 inch iron rod found for the Southeast corner of said 73.047 acre tract;

THENCE, along the East line of said 73.047 acre tract, North 01 degrees 47 minutes 07 seconds West a distance of 437.83 feet, to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for corner;

THENCE, continuing along the East line of said 73.047 acre tract, North 01 degrees 09 minutes 50 seconds West a distance of 366.97 feet, to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for the Southwest corner of a 5.0227 acre tract as conveyed to Robert Jake Jones and Virginia C. Jones;

Attachment: Fireworks Indemnification - Glendenning Old Celina Ltd 2015 Celina Balloon Festival [Revision 1] (1228 : Rex Fireworks Balloon)

THENCE, along the South line of said 5.0227 acre tract, North 88 degrees 55 minutes 32 seconds East a distance of 365.91 feet, to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for the Southeast corner of said 5.0227 acre tract;

THENCE, along the East line of said 5.0227 acre tract, North 01 degrees 04 minutes 28 seconds West a distance of 438.70 feet, to the point of curvature of a curve to the left having a central angle of 65 degrees 18 minutes 41 seconds and a radius of 120.00 feet;

THENCE, continuing along said East line and said curve to the left, for an arc length of 136.79 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for corner;

THENCE, along the North line of said 5.0227 acre tract, North 66 degrees 23 minutes 09 seconds West a distance of 326.99 feet, to the Northernmost corner of said 5.0227 acre tract;

THENCE, North 01 degrees 09 minutes 50 seconds West a distance of 66.08 feet, to the POINT OF BEGINNING and containing 72.992 acres of land, more or less.

Attachment: Fireworks Indemnification - Glendenning Old Celina Ltd 2015 Celina Balloon Festival [Revision 1] (1228 : Rex Fireworks Balloon)

TRACT 2
99.028 Acres

BEING a tract of land situated in the Henry Bentley Survey, Abstract No. 124, Collin County, Texas, and also being all of a 52.807 acre tract and a 46.4818 acre tract conveyed to Douglas Barker d/b/a Barker Brothers Land Cattle Company as recorded in Volume 1343, Page 599 of the Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1 inch iron pipe found for corner at the northeast corner of said 46.4818 acre tract, said iron rod also being in the south right of way line of FM 455 (a 90' ROW);

THENCE South 01 degrees 04 minutes 43 seconds East a distance of 2150.13 feet to a ½ inch iron rod found for corner;

THENCE South 00 degrees 43 minutes 32 seconds East a distance of 1605.62 feet to a ½ inch iron rod found for corner in the north line of 73.558 acre tract as recorded in Volume 3965, Page 2169, D.R.C.C.T.;

THENCE South 88 degrees 18 minutes 39 seconds West following the north line of said 73.558 acres a distance of 824.02 feet to 2 inch iron pipe found for corner at the northeast corner of said 73.558 acre tract;

THENCE South 88 degrees 30 minutes 52 seconds West a distance of 2900.39 feet to wood fence post in the creek for corner;

THENCE North 00 degrees 59 minutes 11 seconds West a distance of 421.72 feet to ½ inch iron rod found for corner at the southwest corner of a 75.0307 acre tract as recorded in County Clerk No. 94-0092806 of Collin County, Texas;

THENCE North 87 degrees 43 minutes 39 seconds East following the south line of said 75.0307 acre tract a distance of 2922.26 feet to a 1 inch iron pipe found for corner at an ell corner of said 75.0307 acre tract;

THENCE North 00 degrees 48 minutes 41 seconds West following the east line of said 75.0307 acre tract a distance of 3339.14 feet to a 60d nail found for corner in County Road No. 8;

THENCE North 88 degrees 19 minutes 00 seconds East following said County Road No. 8 a distance of 75.37 feet to a 60d nail found for corner in the south ROW line of said FM No. 455, said 60d nail also being in a curve to the left with a chord bearing of South 80 degrees 57 minutes 03 seconds East and a chord distance of 241.64 feet;

THENCE along said curve to the left following the south ROW line of said FM No. 455 through a central angle of 21 degrees 27 minutes 53 seconds a radius distance of 648.80 feet and an arc distance of 243.06 feet to a ½ inch iron rod set for corner;

THENCE North 88 degrees 19 minutes 00 seconds East following the south ROW line of FM No. 455 a distance of 483.09 feet to the POINT OF BEGINNING and containing 99.028 acres, more or less.

Attachment: Fireworks Indemnification - Glendenning Old Celina Ltd 2015 Celina Balloon Festival [Revision 1] (1228 : Rex Fireworks Balloon)

TRACT 6
38.545 Acres

BEING a tract of land situated in Collin County, Texas and being in the Henry Bentley Survey, Abstract No. 124 and being a part of that certain tract of land known as Tract One, conveyed to Clifford Gee McKnight, as recorded in Volume 2430, Page 665, of the Deed Records of Collin County, Texas, (D.R.C.C.T.) and being more particularly described by metes and bounds as follows:

BEGINNING at a 2 ½-inch iron pipe found for corner, said corner being in the south right-of-way line of F.M. Highway No. 455 (a public thoroughfare) and also being the northeast corner of a tract of land conveyed to Rex Glendenning, et ux, as recorded in Volume 4408, Page 1763, D.R.C.C.T.;

THENCE North 88 degrees 23 minutes 45 seconds East along said south right-of-way line, a distance of 885.98 feet to a 3/8-inch iron rod found for corner, said corner being the northwest corner of a tract of land conveyed to Hassan Badii, as recorded in Volume 2031, Page 943, D.R.C.C.T.;

THENCE South 00 degrees 48 minutes 00 seconds East along the west line of said Badii tract, and along the west line of a tract of land conveyed to Stephen Harold Mills, as recorded in Volume 4987, Page 3011, D.R.C.C.T. and the west line of a tract of land conveyed to the City of Celina, as recorded in Volume 4770, Page 2324, D.R.C.C.T., a distance of 2150.90 feet to a 5/8-inch iron rod found for an ell corner of said City of Celina tract;

THENCE South 89 degrees 02 minutes 12 seconds West along the most southerly north line of said City of Celina tract, a distance of 881.92 feet to a 1/2 –inch iron rod with cap stamped "ALLIANCE" found for corner, said corner being on the east line of the aforementioned Glendenning tract;

THENCE North 00 degrees 54 minutes 23 seconds West along the east line of said Glendenning tract, a distance of 2140.98 feet to the POINT OF BEGINNING;

CONTAINING a computed area of 1,896,815 square feet or 43.545 acres of land, more or less.

SAVE & EXCEPT the following 5 acres

BEING all that certain tract or parcel of land situated in the H. BENTLEY SURVEY, Abstract No. 124 in the City of Celina, Collin County, Texas and being out of a 44.50 acre tract of land described in deed to Clifford Gee McKnight, recorded in Volume 2430, Page 665 of the Deed Records of Collin County, Texas (D.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found at the southeast corner of said McKnight tract of land, being an ell corner for a 39.02 acre tract of land described in deed to the City of Celina, recorded in Volume 4770, Page 2324, D.R.C.C.T.;

THENCE S 89°03'24" W, along the common line of said McKnight and City of Celina tracts, a distance of 881.83 feet to a 1/2-inch iron rod found for a corner on the easterly line of a 99.028 acre tract of land described in deed to Rex Glendenning, recorded in Volume 4408, Page 1763, D.R.C.C.T.;

THENCE N 01°05'22" W, along the common line of said McKnight and Glendenning tracts, a distance of 246.81 feet to a 1/2-inch capped iron rod (stamped "SRA 3225") set for a corner;

THENCE N 89°03'24" E, departing said common line, a distance of 883.07 feet to a 1/2-inch capped iron rod (stamped "SRA 3225") set for a corner on the westerly line of the aforesaid City of Celina tract of land;

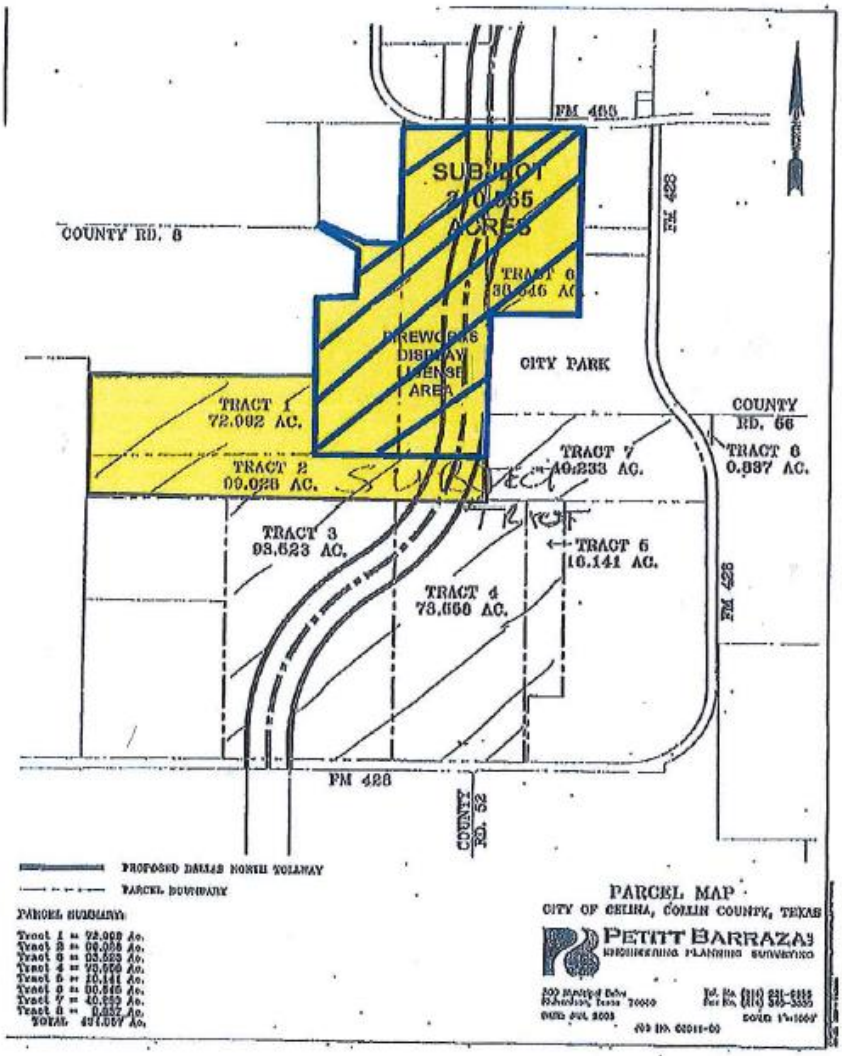
THENCE S 00°48'00" E, along the common line of said McKnight and City of Celina tract, a distance of 246.81 feet to the POINT OF BEGINNING and containing 217,800 square feet or 5.000 acre of land, more or less.

Resulting in 38.545 acres of land, more or less.

Attachment: Fireworks Indemnification - Glendenning Old Celina Ltd 2015 Celina Balloon Festival [Revision 1] (1228 : Rex Fireworks Balloon)

EXHIBIT B

THE LICENSE AREA



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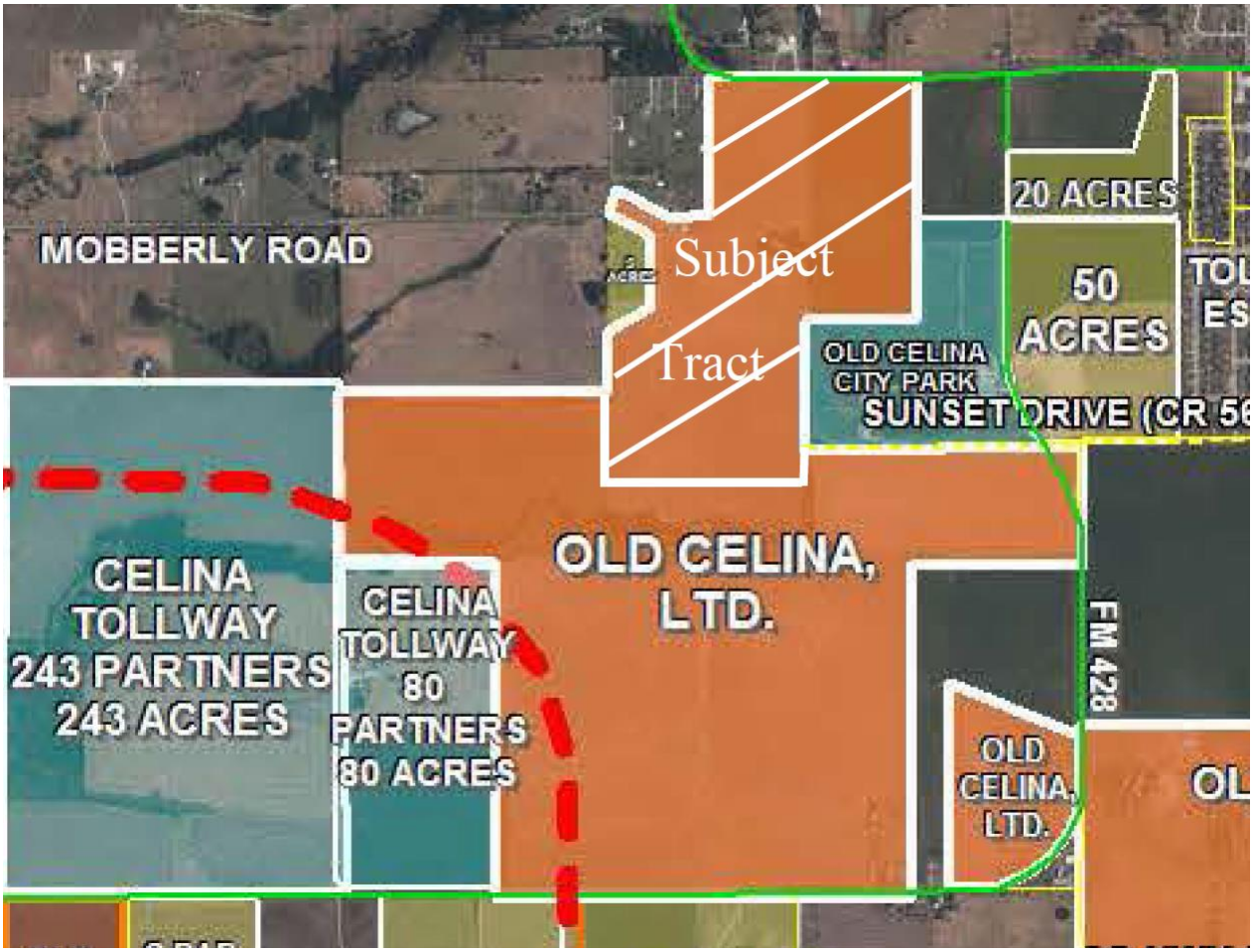
Attachment: Fireworks Indemnification - Glendenning Old Celina Ltd 2015 Celina Balloon Festival [Revision 1] (1228 : Rex Fireworks Balloon)



Attachment: Fireworks Indemnification - Glendenning Old Celina Ltd 2015 Celina Balloon Festival [Revision 1] (1228 : Rex Fireworks Balloon)

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Michael Montgomery, Administrative Services
CC: Mike Foreman, City Manager
Date: September 8, 2015
Re:

Action Requested:

Consider and act upon a resolution of the City Council of The City of Celina, Texas, authorizing the Texas Coalition for Affordable Power, INC. (TCAP) to negotiate an electric supply agreement for three years for deliveries of electricity effective January 1, 2018; authorizing TCAP to act as an agent on behalf of the City to enter into a contract for electricity; authorizing City Manager to execute an electric supply agreement for deliveries of electricity effective January 1, 2018 and committing to budget for energy purchases in 2018 through 2020 and to honor the City's commitments to purchase power for its electrical needs in 2018 though 2020 through TCAP (Foreman)

Supporting Documents:

TCAP Resolution

TCAP Future Supply Options and Opportunities

Staff Recommendation:

Approve

RESOLUTION 2015-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AUTHORIZING THE TEXAS COALITION FOR AFFORDABLE POWER, INC. (TCAP) TO NEGOTIATE AN ELECTRIC SUPPLY AGREEMENT FOR THREE YEARS FOR DELIVERIES OF ELECTRICITY EFFECTIVE JANUARY 1, 2018; AUTHORIZING TCAP TO ACT AS AN AGENT ON BEHALF OF THE CITY TO ENTER INTO A CONTRACT FOR ELECTRICITY; AUTHORIZING CITY MANAGER TO EXECUTE AN ELECTRIC SUPPLY AGREEMENT FOR DELIVERIES OF ELECTRICITY EFFECTIVE JANUARY 1, 2018 AND COMMITTING TO BUDGET FOR ENERGY PURCHASES IN 2018 THROUGH 2020 AND TO HONOR THE CITY'S COMMITMENTS TO PURCHASE POWER FOR ITS ELECTRICAL NEEDS IN 2018 THROUGH 2020 THROUGH TCAP

WHEREAS, the City of Celina, Texas (City) is a member of Texas Coalition For Affordable Power, Inc. (TCAP), a non-profit, political subdivision corporation dedicated to securing electric power for its more than 160 members in the competitive retail market; and

WHEREAS, TCAP has unique rights under Texas law to negotiate directly in the wholesale market and arrange separate contracts for power supply and retail services which provides TCAP leverage to achieve contract provisions that single city negotiations with a Retail Electric Provider (REP) would be unlikely to produce; and

WHEREAS, TCAP's geographic diversity across all four ERCOT zones produces an aggregated peak load that is lower than the single peak load profile of the vast majority of individual TCAP members, allowing price benefits in the wholesale market that are not likely to be available to any given TCAP member alone; and

WHEREAS, TCAP and its predecessor organizations, Cities Aggregation Power Project, Inc. (CAPP) and South Texas Aggregation Project, Inc. (STAP), negotiated favorable contract

Attachment: 2015.08.20 RESOLUTION-Authorizing TCAP to negotiate an electric supply agreement for 3 years effecti (1230 : TCAP)

terms that resulted in rebates from the wholesale supplier and reasonable commodity prices for delivered electricity since 2002 resulting in stable budgets for electricity for members; and

WHEREAS, commodity prices for electricity experienced significant volatility between 2002 and 2009, with prices ranging from 4 cents to over 13 cents per kWh, causing CAPP and STAP members to welcome a five year contractual commitment that came close to cutting the 2008 prices in half, with that contract being extended until December 31, 2017, with a negotiated price reduction of about 1 cent per kWh; and

WHEREAS, TCAP has become a forceful voice for consumer protections and market reform to benefit the public and well as cities and other political subdivisions; and

WHEREAS, TCAP s owned by its members and shares everything according to relative load size of members and is controlled by a 15 member Board of Directors, all of whom must be city employees of members who represent diversity in size and geography; and

WHEREAS, wholesale power prices within the deregulated Texas market are largely determined by the NYMEX gas futures prices for natural gas which are currently low and relatively stable, but which change daily; and

WHEREAS, daily price changes require retail customers to execute a contract immediately upon receipt of a favorable offer; and

WHEREAS, pursuant to Texas Local Government Code Section 252.022(a)(15) expenditures for electricity are exempt from competitive bidding requirements; and

WHEREAS, on any given day, TCAP is able to capture the most favorable wholesale price for any period of time, equal to or better than any given REP or broker; and

Attachment: 2015.08.20 RESOLUTION-Authorizing TCAP to negotiate an electric supply agreement for 3 years effecti (1230 : TCAP)

WHEREAS, TCAP intends to continue to contract with its current wholesale supplier, NextEra, because the relationship with NextEra is such that NextEra is willing, after its knows the size of a given load, to execute a contract at or below prescribed price and terms; and

WHEREAS, the City desires, before the end of 2015,to execute a contract for electricity for the period beyond the expiration of its current contract on December 31, 2017, that locks-in favorable wholesale prices, not to exceed 4.3 cents per kWh; and

WHEREAS, TCAP will allow members six weeks from receipt of this ordinance to consider whether to participate in the first of several opportunities to contract for post-2017 electrical supply, and thereafter allow NextEra till the end of the year to contact for power for three years at a price not to exceed 4.3 cents per kWh, so long as the aggregated load of this opportunity reaches at least 50 megawatts; and

WHEREAS, wholesale suppliers demand assurance that TCAP will pay for all contracted load; and

WHEREAS, the City needs to assure TCAP that it will budget for energy purchases for the post-2017 period and honor its commitment to purchase power for its electrical needs for 2018 through 2020 through TCAP,

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

Section 1:
That the TCAP Board of Directors and its consultants and advisors are agents authorized to negotiate for the City's electricity needs as a member of TCAP for the period 2018 through 2020 at a price not to exceed 4.3 cents per kWh;

Section 2:
Assuming this ordinance is passed before October 1 and the combined load of TCAP members passing this ordinance exceeds 50 megawatts and NextEra is able to provide TCAP an opportunity prior to December 31 to contract for power to be delivered to members at a price not to exceed 4.3 cents per kWh for the period January 1, 2018 through December 31, 2020, City Manager is hereby authorized to sign an electric supply

Attachment: 2015.08.20 RESOLUTION-Authorizing TCAP to negotiate an electric supply agreement for 3 years effecti (1230 : TCAP)

agreement for the City within 24 hours of receipt of a contract that has been approved and recommended by the TCAP Board of Directors.

Section 3:
That the City will commit to purchase power to meet all of its electricity needs eligible for competition pursuant to the TCAP approved supply agreement and approve funds necessary to pay electricity costs proportionate to the City's load under the supply agreement (whether wholesale or retail) arranged by TCAP and signed by TCAP's Executive Director or President or other TCAP representatives authorized by the TCAP Board.

Section 4:
That a copy of this resolution shall be sent to Jay Doegey, Executive Director of TCAP at P. O. Box 1081, Arlington, Texas 76004-1081 and Geoffrey M. Gay, legal counsel to TCAP at 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PRESENTED AND PASSED on this the 8th day of September, 2015, by a vote of _____

_____ ayes and _____ nays at a regular meeting of the City Council of Celina, Texas.

_____
Sean Terry, Mayor

ATTEST:

_____
Vicki Faulkner
City Secretary
City of Celina

3137/10/4975879

Attachment: 2015.08.20 RESOLUTION-Authorizing TCAP to negotiate an electric supply agreement for 3 years effecti (1230 : TCAP)

Lloyd Gosselink
ATTORNEYS AT LAW

816 Congress Avenue, Suite 1900
Austin, Texas 78701
512.322.5800 p
512.472.0532 f
lglawfirm.com

M E M O R A N D U M

TO: TCAP Members

FROM: Geoffrey M. Gay

DATE: August 7, 2015

RE: TCAP Future Supply Options and Opportunities

The electric supply agreement for TCAP members expires on December 31, 2017. The TCAP Board of Directors wants to make options available to all members in the near future and have the 2018 prices locked down before the Summer of 2016. The current wholesale market is reflecting prices that for the first time match prices that were available when the deregulated retail market opened in 2002. TCAP members will have two different opportunities to contract for electricity to be provided upon expiration of the existing contract. The first opportunity will be this Fall. The second opportunity will be next Spring.

Supply Options discussed with TCAP members

Over the past two months, TCAP's Executive Director, consultants and general counsel have met in the offices of about 35 TCAP members to explain exciting plans regarding future supply options and to obtain feedback on the preferences of individual members. Based on those visits, in the first quarter of next year, TCAP is likely to offer all members a choice of three supply options. Each member will be able to select the option that best suits their needs and culture. In early 2016, all TCAP members will be requested to pick one of three supply options. The size of load for each option will be defined by resolutions passed by each member's governing body. The options will most likely include:

1. A full requirements, fixed price option (with all consumption priced the same regardless of type of load or time of day), similar to the current TCAP contract, except at a significantly reduced price. The benchmark price will be around 4 cents per kWh, depending on zone.

2. A fixed price for peak usage and a variable price for off-peak usage that relies upon the spot market where prices have been historically low. This option may offer some savings over option 1, but with some monthly volatility in price.

3. A fixed price for base load usage and reliance on renewable energy (probably solar) for some portion of peak usage and additional reliance on the spot market. This option may provide savings greater than option 2, but with additional volatility in price.

Attachment: TCAP FUTURE (1230 : TCAP)

While the options to be presented early next year are an exciting development, the TCAP Board recognized that many TCAP members are being approached by brokers and REP agents claiming that there is an urgent need to lock-in future prices. Wholesale electricity prices are largely dependent upon the supply and price of natural gas which is the marginal fuel for generation of electricity within ERCOT. There is a glut of natural gas and the current pricing environment for electricity is unlikely to change significantly anytime soon. Any broker or agent that visits you must deal through a Retail Electric Provider (REP), who in turn must buy power in the wholesale market from some other entity. Under Texas law REPs cannot own generation resources. TCAP on the other hand is a political subdivision corporation that is authorized to contract in the wholesale market. Remember that TCAP is a non-profit entity that is owned by cities and controlled by city employees for the benefit of cities.

The Fall Solicitation

TCAP consultants believe that current wholesale energy prices will persist at least through the first part of next year, and may even be lower than current levels in the coming months. Prices for 2018 load have declined slightly since we started meeting with city members several months ago. However, the TCAP Board is sensitive to the fact some members, particularly smaller cities that we have not had an opportunity to visit, are anxious about future prices. Therefore, the Board has authorized a load solicitation to take place ahead of the offering planned for early next year. In the near future, you will receive a draft resolution for your governing body to consider which will authorize someone (i.e., the mayor, city manager, executive director or TCAP Board President) to sign a three-year contract covering the period January 1, 2018 thru December 31, 2020 at a fixed price **not to exceed 4.3 cents**. Each member will be given six weeks to act on the resolution, but should do so **only if** the governing body is uncomfortable waiting until early 2016 to contract for 2018 or is so risk adverse that there is no desire to consider alternative supply options other than a full requirements, fixed price contract. TCAP's wholesale supplier will be given several months to lock-in a load (below the threshold price) necessary to serve the members who adopt the early resolution. Options 2 and 3 referenced above will not be available with the Fall offering. Additionally, since a number of members have mentioned that they would like to see a five-year extension rather than a three-year deal, next Spring's resolution will authorize a two-year extension of the three-year term prior to its expiration. The Fall option will not contain that provision.

Attachment: TCAP FUTURE (1230 : TCAP)

3137/10/4927712

Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Planner
CC: Mike Foreman, City Manager
Date: September 8, 2015
Re: Consider and act to authorize the City Manager to sign a Chapter 43 Pre-Annexation agreement between the City of Celina and 9.8 Partners.

Action Requested:

Consider and act to authorize the City Manager to sign a Chapter 43 Pre-Annexation agreement between the City of Celina and 9.8 Partners Ltd. Liebman

Background Information:

The proposed agreement will allow the property owners to continue their current agriculture use within the of the property within so long as no building permits are applied for on this tract. Approval of this agreement will allow the city to utilize this tract as a point of contiguity in future annexations.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City's land use attorney has reviewed the agreement.

Supporting Documents:

- Proposed agreement

Staff Recommendation:

Staff recommends that the item be approved as presented

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

STATE OF TEXAS)
)
COUNTY OF COLLIN)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE DEVELOPMENT AGREEMENT

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

WHEREAS, the Owner owns a parcel of real property (the "Property") in Collin County, Texas, legally described as Abs A0734 John Ragsdale Survey, Block 2, Tract 1, 54.1325 acres, Celina, Texas and more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the Property is designated as one segment by Collin County Central Appraisal District, with "Land Segment 1" being 54.1325 acres; and

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

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

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

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

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

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

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this

Attachment: Proposed Agreement (1231 : Ch 43. 9.8 Partners)

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

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

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

The Owner covenants and agrees not to construct, or allow to be constructed, any improvements or buildings on the Property that would require a permit or building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's AG—Agricultural District zoning requirements apply to the Property, and that the Property shall be used only for AG— Agricultural District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement.

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

Section 3. The Owner acknowledges and stipulates that if any plat or Development Document is filed in violation of this Agreement, or if the Owner commences construction on or development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute an irrevocable petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees and stipulates that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner to the City. If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would

Attachment: Proposed Agreement (1231 : Ch 43. 9.8 Partners)

otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein. Owner acknowledges and stipulates that this Development Agreement is not a permit, as defined in Texas Local Government Code, Section 245.001(1), required by the City.

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

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

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

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

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

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

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

Attachment: Proposed Agreement (1231 : Ch 43. 9.8 Partners)

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

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

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

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

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

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

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

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

Entered into this 13 day of JULY, 2015.

SIGNATURES ON NEXT PAGE

Attachment: Proposed Agreement (1231 : Ch 43. 9.8 Partners)

CITY OF CELINA

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

THE STATE OF TEXAS §
§
COUNTY OF _____ §

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

_____
Notary Public in and for the State of TEXAS

OWNER: LIGHT BROTHERS PARTNERSHIP

By: _____
Name: David Light
Title: GP of Light Bros.
Date: 7/13/15

THE STATE OF TEXAS §
§
COUNTY OF Harris §

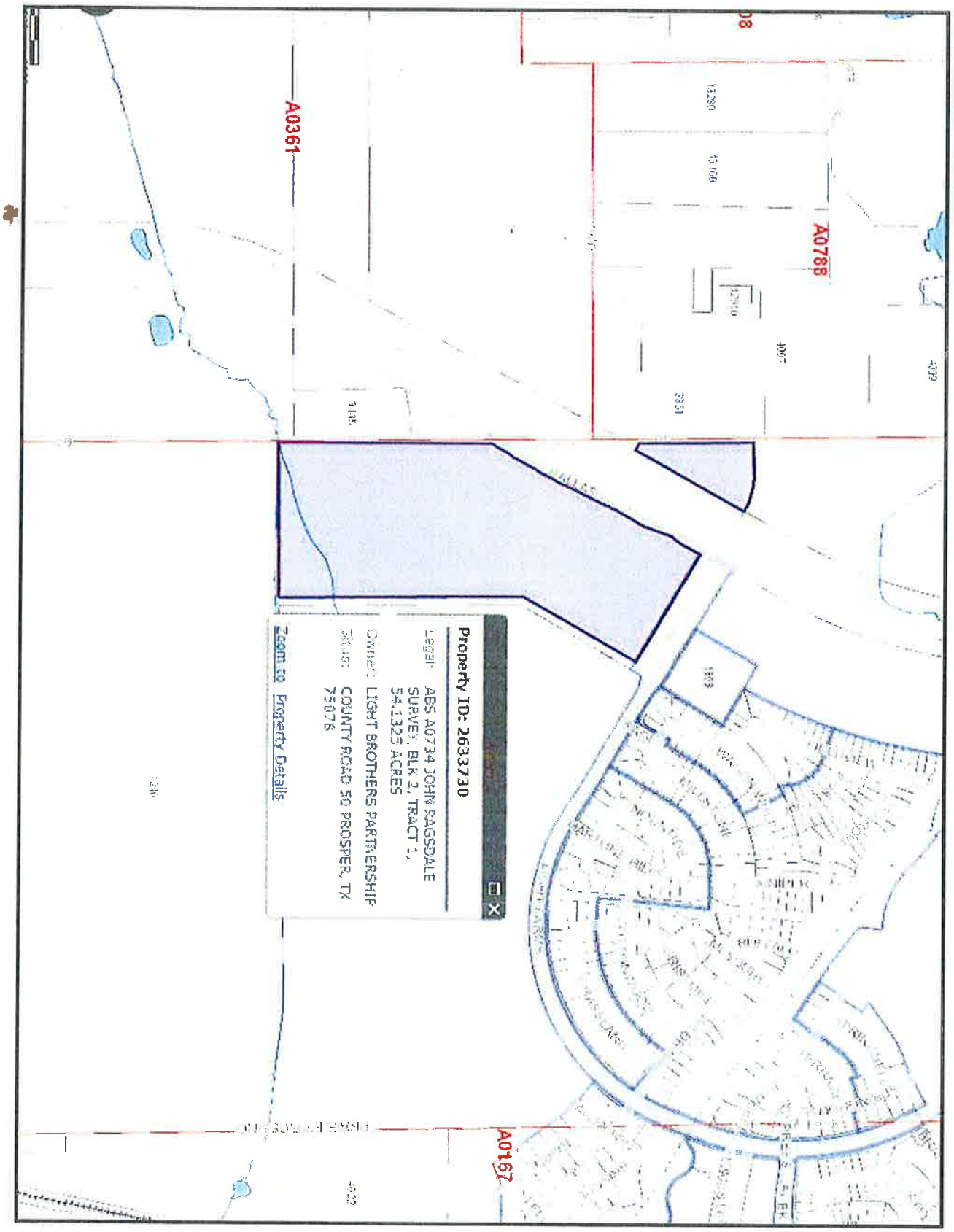
This instrument was acknowledged before me on July 13th 2015, by David Light, representative of owner of said Property.

_____
Notary Public in and for the State of TEXAS

Cesar N Aparicio
Notary Public
STATE OF TEXAS
My Comm. Exp. 5/14/16

Attachment: Proposed Agreement (1231 : Ch 43. 9.8 Partners)

EXHIBIT "A"



Attachment: Proposed Agreement (1231 : Ch 43. 9.8 Partners)

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

STATE OF TEXAS)
)
COUNTY OF COLLIN)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE DEVELOPMENT AGREEMENT

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

WHEREAS, the Owner owns a parcel of real property (the "Property") in Collin County, Texas, legally described as Abs A0788 Spencer Rice Survey, Tract 14, 9.8209 acres, commonly known as 3851 County Road 50, Prosper, Texas and more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the Property is designated as one segment by Collin County Central Appraisal District, with "Land Segment 1" being 9.8209 acres; and

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

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

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

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

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

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

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this

Attachment: 3556_001 (1231 : Ch 43. 9.8 Partners)

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

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

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

The Owner covenants and agrees not to construct, or allow to be constructed, any improvements or buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's AG—Agricultural District zoning requirements apply to the Property, and that the Property shall be used only for AG— Agricultural District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may maintain the existing 400 square foot barn in compliance with all applicable City ordinances and codes.

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

Section 3. The Owner acknowledges and stipulates that if any plat or Development Document is filed in violation of this Agreement, or if the Owner commences construction on or development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute an irrevocable petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees and stipulates that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner to the City. If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore,

Attachment: 3556_001 (1231 : Ch 43. 9.8 Partners)

the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein. Owner acknowledges and stipulates that this Development Agreement is not a permit, as defined in Texas Local Government Code, Section 245.001(1), required by the City.

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

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

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

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

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

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

Attachment: 3556_001 (1231 : Ch 43. 9.8 Partners)

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

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

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

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

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

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

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

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

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

Entered into this 13 day of July, 2015.

SIGNATURES ON NEXT PAGE

Attachment: 3556_001 (1231 : Ch 43. 9.8 Partners)

CITY OF CELINA

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

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

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

_____
Notary Public in and for the State of TEXAS

OWNER: 9.8 PROPERTIES, LTD.

By: _____
Name: David W. Light, III, Manager
Title: D.W. Light III Management, LLC General Partner
Date: 7/13/15

THE STATE OF TEXAS §
§
COUNTY OF Harris §

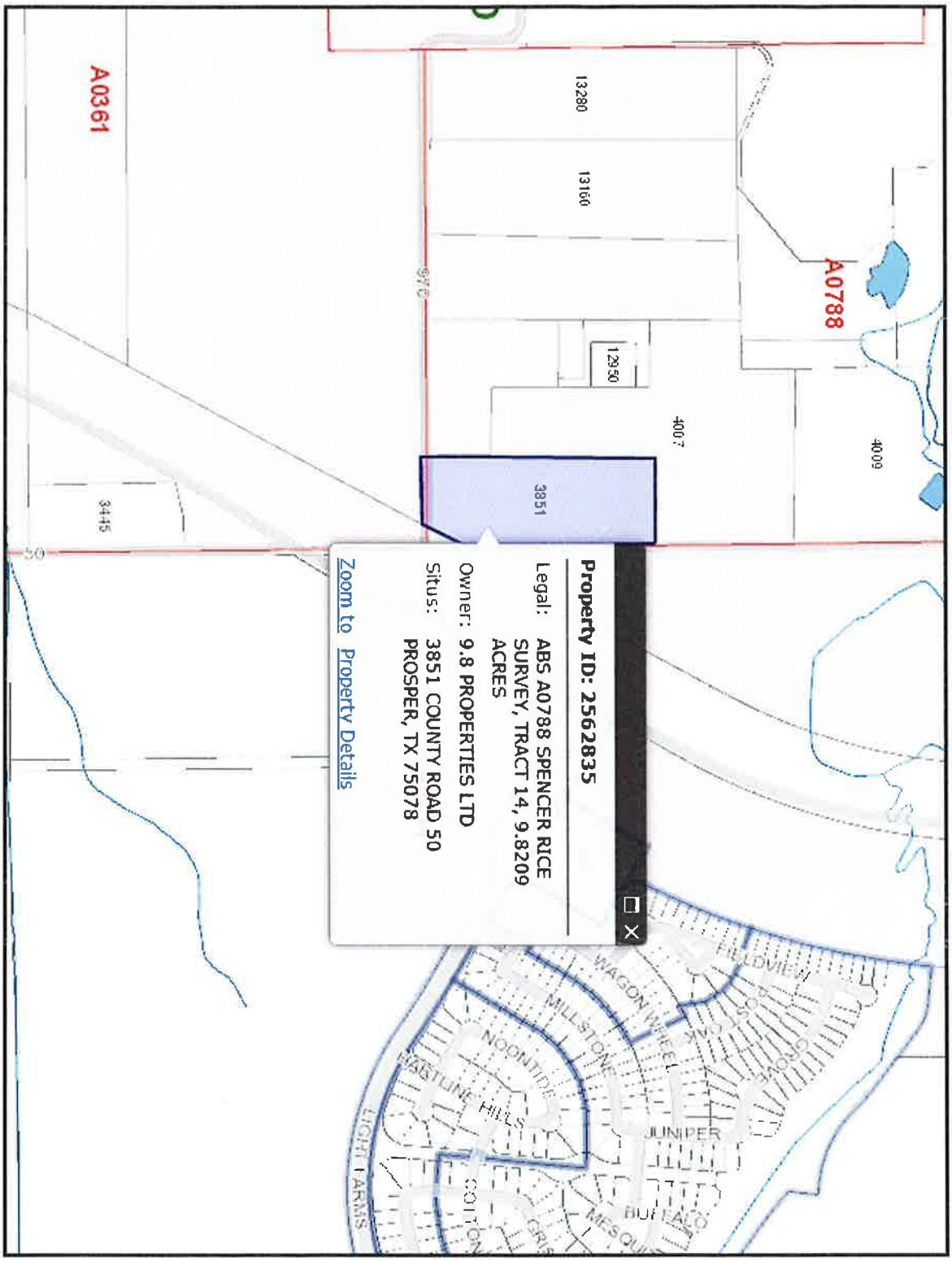
This instrument was acknowledged before me on July 13th, 2015, by David W. Light, III, Manager of the General Partner, D.W. Light III Management, LLC, on behalf of 9.8 Properties, Ltd., which is the owner of said Property.

_____
Notary Public in and for the State of TEXAS

NOTARY PUBLIC STATE OF TEXAS
Cesar N Aparicio
Notary Public
STATE OF TEXAS
My Comm. Exp. 5/14/16

Attachment: 3556_001 (1231 : Ch 43. 9.8 Partners)

EXHIBIT "A"



Attachment: 3556_001 (1231 : Ch 43. 9.8 Partners)

Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Planner
CC: Mike Foreman, City Manager
Date: September 8, 2015
Re: Light Brothers Pre-Annexation Agreement

Action Requested:

Consider and act to authorize the City Manager to sign a Chapter 43 Pre-Annexation agreement between the City of Celina and Light Brothers Partnership.

Background Information:

The proposed agreement will allow the property owners to continue their current agriculture use within the of the property within so long as no building permits are applied for on this tract. Approval of this agreement will allow the city to utilize this tract as a point of contiguity in future annexations.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City's land use attorney has reviewed the agreement.

Supporting Documents:

- Proposed agreement.

Staff Recommendation:

Staff recommends that the item be approved as presented.

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

STATE OF TEXAS)
)
COUNTY OF COLLIN)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE DEVELOPMENT AGREEMENT

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

WHEREAS, the Owner owns a parcel of real property (the "Property") in Collin County, Texas, legally described as Abs A0734 John Ragsdale Survey, Block 2, Tract 1, 54.1325 acres, Celina, Texas and more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the Property is designated as one segment by Collin County Central Appraisal District, with "Land Segment 1" being 54.1325 acres; and

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

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

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

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

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

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

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this

Attachment: Proposed Ordinance (1232 : Ch 43. Light Brothers Parnership)

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

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

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

The Owner covenants and agrees not to construct, or allow to be constructed, any improvements or buildings on the Property that would require a permit or building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's AG—Agricultural District zoning requirements apply to the Property, and that the Property shall be used only for AG— Agricultural District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement.

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

Section 3. The Owner acknowledges and stipulates that if any plat or Development Document is filed in violation of this Agreement, or if the Owner commences construction on or development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute an irrevocable petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees and stipulates that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner to the City. If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would

Attachment: Proposed Ordinance (1232 : Ch 43. Light Brothers Parnership)

otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein. Owner acknowledges and stipulates that this Development Agreement is not a permit, as defined in Texas Local Government Code, Section 245.001(1), required by the City.

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

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

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

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

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

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

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

Attachment: Proposed Ordinance (1232 : Ch 43. Light Brothers Parnership)

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

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

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

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

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

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

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

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

Entered into this 13 day of JULY, 2015.

SIGNATURES ON NEXT PAGE

Attachment: Proposed Ordinance (1232 : Ch 43. Light Brothers Parnership)

CITY OF CELINA

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

THE STATE OF TEXAS §
§
COUNTY OF _____ §

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

_____
Notary Public in and for the State of TEXAS

OWNER: LIGHT BROTHERS PARTNERSHIP

By: _____
Name: David Light
Title: GP of Light Bros.
Date: 7/13/15

THE STATE OF TEXAS §
§
COUNTY OF Harris §

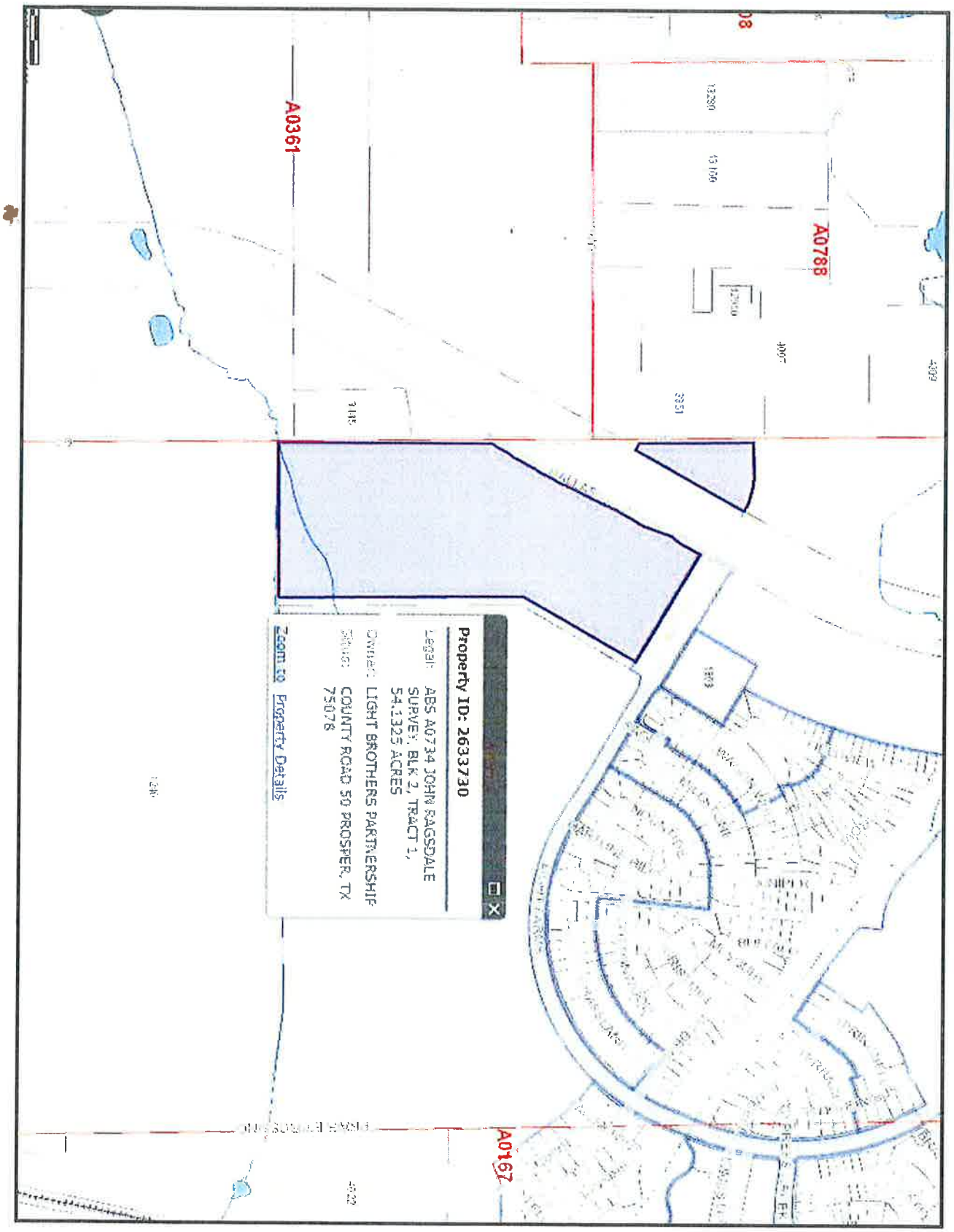
This instrument was acknowledged before me on July 13th 2015, by David Light, representative of owner of said Property.

_____
Notary Public in and for the State of TEXAS

Cesar N Aparicio
Notary Public
STATE OF TEXAS
My Comm. Exp. 5/14/16

Attachment: Proposed Ordinance (1232 : Ch 43. Light Brothers Parnership)

EXHIBIT "A"



Attachment: Proposed Ordinance (1232 : Ch 43. Light Brothers Parnership)

Engineering/Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Gabe Johnson, Director of Public Works
Date: September 8, 2015
Re:

Action Requested:

Consider and act to authorize the City Manager to execute an agreement with NTTA and Collin County for Dallas North Tollway ROW utility crossings.

Background Information:

Staff has been working with the City Attorney, NTTA and Collin County in drafting a three party Agreement. The proposed Agreement is similar to the ILA that Prosper has with NTTA and Collin County allowing them to cross the DNT ROW with utilities understanding that the City takes the responsibility of relocating utilities in the future, if necessary. Council passed a resolution in August for a one time crossing for the Creeks of Legacy off-site utility crossings. Collin County Commissioners have requested that the City execute a formal agreement for any future utility crossings.

Board Review/Citizen Input:

None

Alternatives:

None

Financial Considerations:

None

Legal Review:

Staff has been working with the City Attorney to draft the agreement.

Supporting Documents:

-Draft Agreement

Staff Recommendation:

Approve

Attachment: 2015-08-31 Agreement_NTTA. Celina and Collin County_FINAL (1218 : Utility Location Agreement with NTTA and Collin County)

AGREEMENT BY AND AMONG THE CITY OF CELINA, NORTH TEXAS TOLLWAY AUTHORITY AND COLLIN COUNTY

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF COLLIN §

THIS AGREEMENT (herein so called) is entered into effective as of the ____ day of _____, 2015, by and among the CITY OF CELINA, TEXAS, a home-rule municipality existing under the laws of the State of Texas (the "City"), the COUNTY OF COLLIN, a political subdivision of the State of Texas (the "County"), and the NORTH TEXAS TOLLWAY AUTHORITY, a regional tollway authority and a political subdivision of the State of Texas (the "Authority");

WITNESSETH:

WHEREAS, the Authority has improved, extended, and enlarged, and is planning to further and enlarge, the Dallas North Tollway ("DNT") from US 380 to FM 428, said improvement, extension, and enlargement to include the construction of tollway lanes, service roads, approaches, interchanges, ramps, toll facilities, bridges, and buildings, and, where appropriate, the modification of existing structures, all of said improvement, extension, enlargement and modification being known as the Dallas North Tollway Extension Project, Phase 4A (the Phase 4A Extension"), all in conformance with the provisions of the Regional Tollway Authority Act, Chapter 365 of the Texas Transportation Code, as amended (hereinafter referred to as the "Act").

WHEREAS, the City and the County have determined that the future northward extension of the DNT beyond US 380 is in the best interest of their citizens, and the City Council of Celina and the Commissioners Court of Collin County each has passed Resolutions requesting that the Authority continue in its joint effort with the City and the County to evaluate, and preliminarily plan and develop, a proposed 6-mile extension of the DNT, to be known as the Dallas North Tollway Extension Project, Phase 4A (the "Phase 4A Extension"), which is partially complete and when fully constructed will extend the DNT from US 380 to FM 428;

WHEREAS, the County has provided for survey plats and legal descriptions of all the property, including, but not limited to, fee parcels and easements, required in connection with the Phase 4A Extension and to provide for the completion of the conceptual schematic design of the Phase 4A Extension (the Project Schematic Design") within a three-hundred-sixty-foot-wide (360'-wide) to four-hundred-foot-wide (400'-wide) right-of-way between US380 and FM 428, which is of sufficient width to construct thereon six (6) lanes of service roads and six (6) lanes of controlled access tollway lanes; a map designating the proposed centerline station points of the Phase 4A Extension between US380 and FM 428 is attached hereto as Exhibit "A."

WHEREAS, the County has provided for the conveyance to the Authority at no cost to the Authority, of the property and easements described in the proceeding recitals which are required in connection with the construction of the Phase 4A Extension.

Attachment: 2015-08-31 Agreement_NTTA. Celina and Collin County_FINAL (1218 : Utility Location Agreement with NTTA and Collin County)

WHEREAS, the County has provided a schematic design for the Phase 4A Extension and to design and construct a single, bi-directional and two-lane road (which shall be designed for ultimate construction of a three-lane road) from US 380 to FM 428. Said road, together with all drainage improvements related thereto as reasonably deemed necessary by the County, City and Authority, being collectively referred to as the "East Service Road." The East Service Road will become the northbound frontage road for the Phase 4A Extension if the turnpike mains lanes for the Phase 4A Extension ultimately are constructed;

WHEREAS, the City has agreed to construct utility extensions and provide easements and other interests for all municipally owned and/or operated utilities that are required to service all of the Authority's facilities comprising the Phase 4A Extension that are located within the City's corporate limits or Extra-Territorial Jurisdiction ("ETJ") which extend from Frontier Parkway to FM 428, and to direct and oversee the proper installation or relocation of all municipally franchised utilities located in or crossing the Phase 4A Extension right-of-way so as to minimize conflicts and the necessity for future relocation to accommodate later expansion or other construction;

WHEREAS, the Authority is willing to (a) continue its evaluation and planning of the Phase 4A Extension and (b) perform other work and provide additional commitments all as more particularly described, and for the consideration expressed, in this Agreement; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes local governmental entities to contract with one another to perform governmental functions and services under the terms thereof, and the City, the County, and the Authority have determined that mutual benefits and advantages can be obtained by formalizing their agreement as to the separate and distinct issues of importance to them regarding the matters addressed in this Agreement.

NOW, THEREFORE, in consideration of these premises and the mutual benefits and advantages accruing to the City, the County, and the Authority, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Article 1 - Obligations of the County

1.1 Surveying. The limits of the Phase 4A Extension shall be as shown on Attachment 1 hereto, which is hereby made a part hereof. In accordance with applicable statutory requirements, the County shall retain a professional surveying firm or firms reasonably acceptable to the Authority and the City to prepare ground surveys, set or establish monuments and property corners, locate features (including all improvements of any kind), prepare survey plats, and prepare legal descriptions for all land which, in the reasonable determination of the Authority and its General Engineering Consultant, HNTB Corporation, is required to be (a) acquired in fee to provide a three-hundred-sixty-foot-wide (360'-wide) to four-hundred-foot-wide (400'-wide) right-of-way for the Phase 4A Extension, or (b) encumbered with drainage, slope or embankment, temporary construction or detour, or other easement interests, to permit the construction and operation by the Authority of the Phase 4A Extension, including, but not limited to, the East Service Road. All survey plats prepared in accordance with this Section 1.1 shall be of such a form as to permit the

Attachment: 2015-08-31 Agreement_NTTA. Celina and Collin County_FINAL (1218 : Utility Location Agreement with NTTA and Collin County)

Title Company (hereinafter defined) to furnish the "standard survey deletion," and shall be certified and delivered to the Authority.

1.2 Right-of-Way. The County, at no cost to the Authority or the City, has acquired in whole or in part (a) fee simple ownership in and to all property required for a three-hundred-sixty-foot-wide (360'-wide) to four-hundred-foot-wide (400'-wide) right-of-way strip as described in clause (a) of Section 1.1 and (b) the appropriate easement interests of suitable length and widths in and to all property described in clause (b) of said Section 1.1. At its option, the City may acquire one or more right-of-way parcels and convey them to the County on terms agreeable to the City and County. All property and easement interests shall be conveyed or granted to the County by such instruments and with such warranties of title as are required by the Title Company as a condition to the issuance of the title insurance described below. The County, and, if applicable, the City shall cooperate with NTTA General Counsel (hereinafter defined) in (a) reviewing and, to the extent necessary, clearing the status of title to each fee and easement parcel that is to be conveyed or granted under Section 1.1, and (b) preparing the conveyance instruments for such parcels. The Authority shall review and approve the conveyance instruments and title to all right-of-way parcels before acceptance thereof by the County or City. The County shall select and retain one or more title insurance companies reasonable acceptable to the City and the Authority (whether one or more, the "Title Company") to issue, at no cost to the City or the Authority, owner policies of title insurance insuring the City's good and indefeasible title to the property to be conveyed to the County in fee, and good title to the easements to be granted to the Authority, said policies to be subject only to those matters of title reasonably acceptable to and approved by the Authority. Unless and until a right-of-way parcel is conveyed to the Authority under Section 1.3 below, the City and/or County shall operate, maintain, regulate, and police such parcel, and the Authority shall have no responsibility therefore; thereafter, the City's, County's, and Authority's respective obligations shall be governed by Article 5 below.

1.3 Project Schematic Design. At its sole cost, the County shall retain, in accordance with applicable statutory section criteria, one or more engineering design firms reasonably acceptable to the City and the Authority to prepare a schematic design (up to the 30 % design completion) for the entire Phase 4A Extension, which shall include, but not be limited to, designs for (a) the East Service Road, and (b) a southbound service road to be designed for initial use as a two-lane service road, and, ultimately, as a three-lane service road, (s) the turnpike main lanes, and (d) all toll plazas, ramps, bridges, cross streets, and major drainable structures comprising the Phase 4A Extension.

1.4 Design Standards. The City, the County, and the Authority agree that the East Service Road and the Project Schematic Design complies with the general design criteria utilized by the Authority for its turnpike projects. The County has ensured that the East Service Road conforms to the proposed design and location of the Phase 4A Extension's turnpike main lanes and is designed and constructed in accordance with the latest edition and revisions of the American Association of State Highway and Transportation Officials' (AASHTO) Standard Specifications for Highway Bridges, including applicable interim specifications, the Highway Design Division Operations and Procedures Manual of the Texas Department of Transportation ("TxDOT"), TxDOT's Standard Specifications for Construction of Highways, Streets and Bridges, TxDOT's Foundation Exploration Manual, TxDOT's Bridge Design Guide, and the Texas Manual on Uniform Traffic Control Devices (TMUTCD). For all items not discussed in the above-referenced documents, AASHTO's A Policy

on Geometric Design of Highways and Streets shall be referenced for guidance. The Project Schematic Design conforms to the foregoing documents, as well as the Authority's System-Wide Design Guidelines and the utility-clear requirements described in Section 2.3

1.5 Technical Work Group. All parties shall assist one another in the coordination of design and construction activities and in the efficient scheduling and sequencing of the construction of future components of the Phase 4A Extension. In furtherance thereof, the County has organized a technical work group that has meet not less than monthly during the development of the Project Schematic Design and the ESR Plans. The Authority and the City each shall assign an active, qualified, and authorized decision-making member to the technical work group. The Authority and the City shall use reasonable efforts to provide the County with written objections, if any, to design submissions within fifteen (15) days after their receipt thereof. The members of the Technical Work Group shall work diligently and in good faith to resolve objections promptly so as to avoid slowing development and completion of the Phase 4A Extension. Upon their final approval of the Project Schematic Design and ESR Plans, respectively, the Authority and the City shall issue a letter or letters acknowledging such approval.

Article 2 - Obligations of the City

2.1 City Utilities. The City, when requested by the Authority, will supply, at its sole cost, water and sanitary sewer service to the perimeter of the Authority's Phase 4A Extension right-of-way and adjacent to the Authority's facilities, including ancillary support and administration buildings, ramp tollbooths and main lane toll plazas that are located within the City's corporate limits and ETJ. The City shall invoice the Authority only for the Authority's actual usage of said services at such standard rates as the City charges other governmental entities and the Authority shall promptly pay all invoices submitted therefor by the City.

2.2 Utility Relocation. If the Authority elects to proceed with construction of the Phase 4A Extension as a turnpike project, the City shall timely relocate City-owned utilities or, at the City's option, reimburse the Authority for the cost of relocating and adjusting all utilities owned by the City that are situated in right-of-way required for the Phase 4A Extension or are otherwise affected by, or in conflict with, the construction, operation or maintenance of the Phase 4A Extension. The City shall cause any and all necessary relocations to be completed in a timely manner so as to avoid any delay in any portion of the construction of the Phase 4A Extension. If the City elects to reimburse the Authority in lieu of performing the relocation work, the Authority, its engineer(s) and contractor(s), at the City's expense, shall design and undertake said relocation, and the City provide, at its expense, quality assurance inspection services during said relocation and adjustment, all as may be more specifically set forth in the subsequent agreement.

2.3 Utility-Clear Zones at DNT Overpasses. If the Authority elects to proceed with construction of the Phase 4A Extension as a turnpike project, the City shall be responsible for the relocation of utilities during the design of the turnpike main lanes for the Phase 4A Extension. Relocations shall be made in such a manner to provide an unobstructed zone for the overpass bridge foundations at each location where the Phase 4A Extension crosses over existing or proposed City streets. This utility clear zone shall be located between four feet (4') and twelve feet (12') behind the back of curb of the through traffic lanes of the ultimate cross-street width. The Authority (and the City, in preparing the Project Schematic Design) will design the overpass bridges to accommodate

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the ultimate cross street widths as determined by the City. If the Authority determines that the Phase 4A Extension bridge foundation elements are required in the center median of cross streets, an eight foot (8') wide utility clear zone shall also be provided by the City. The utility clear zone shall extend not less than one hundred twenty-five feet (125') in either direction of the Phase 4A Extension centerline (two hundred fifty feet [250'] total). The City shall cause any and all necessary relocations to be completed in a timely manner so as to avoid any delay in any portion of the construction of the Phase 4A Extension.

2.4 Specifications for Utility Lines. At any place where a water, sewer, oil or gas line or conduit crosses under a highway or road, it shall be constructed and maintained in accordance with governing laws, and regulations of the North Texas Tollway Authority attached hereto as North Texas Tollway Authority Form 192-4 (Specifications for placing water, sewer, oil or gas line or conduit within the rights-of-way or crossing Turnpike Projects, as the same may be amended from time to time), the current version of which is attached hereto and hereby made a part hereof.

2.5 Soundwalls. If federal law requires construction of soundwalls (sometimes known as noise walls), screen walls, retaining walls or similar structures as a condition to operating the Phase 4A Extension or any portion thereof, the City shall pay all design and construction costs associated there with respect to walls required due to the proximity to the Phase 4A Extension of residential properties or other properties eligible for protection under Federal Highway Administration guidelines, as they may be amended from time to time.

Article 3 - Obligations of the Authority

3.1 Evaluation of Feasibility. The Authority agrees that it will evaluate the feasibility of the Phase 4A Extension in a manner consistent with the Authority's customary practices. The Authority promptly shall deliver to the City and the County copies of toll feasibility studies (including the report of the Authority's financial advisor or underwriter), environmental studies, and corridor studies (collectively, the "Studies"), prepared in connection with the Phase 4A Extension, together with all updates and revisions thereto issued from time to time. The City and the County may request that the Studies be clarified or updated, or that specific data or issues be taken into consideration or evaluated, provided that if (a) the Authority disagrees that the updates, revisions or other modifications are warranted, the City and the County shall be responsible for, and promptly discharge, all resulting costs and charges; and (b) the City and the County agree to refrain from seeking such modifications with unreasonable frequency or from otherwise overburdening the Authority's staff or consultants with such requests. To the extent the Studies indicate, in the opinion of the Authority, that the Phase 4A Extension is not feasible as a turnpike project, the City and the County, jointly and at their sole option, may commit to satisfy, or provide for the satisfaction of, the monetary, non-monetary and/or other conditions identified by the Authority as preventing or impeding the determination that the Phase 4A Extension is feasible as a turnpike project (the "Feasibility Conditions"), including the City's and the County's agreement to provide or obtain the monetary contribution or support required to satisfy any monetary shortfalls. Any such commitment must (a) be accompanied by such reasonable assurances for performance as the Authority, the NTTA General Counsel, its financial advisor, traffic engineer and bond counsel may require, (b) fully address and be completely responsive to the Feasibility Conditions as determined by the Authority, and (c) state that, if accepted, it is unconditional and irrevocable. The Authority will consider, diligently and in

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good faith any proposal jointly advanced by the City and the County to address the Feasibility Conditions that conforms to the conditions of the preceding sentence, but the Authority shall be under no obligation to commit funds and other resources to review any proposal that constitutes an alternate approach to resolving any Feasibility Condition or otherwise fails to fully satisfy the actions, conditions or other requirements identified by the Authority in the Studies for addressing any Feasibility Condition. In all events, the Authority's Board of Directors, consistent with its statutory and other obligations and duties, shall be the sole and final arbiter of whether the City's and the County's proposal satisfies the criteria contained in the two preceding sentences, as well as whether it should be undertaken pursuant to the timetable and in the manner proposed by the City and the County. Furthermore, the ultimate decision of whether the Phase 4A Extension is feasible as a turnpike project and whether to proceed with the construction of the Phase 4A Extension as a turnpike project shall be made solely by, and at the absolute discretion of, the Authority's Board of Directors, Except as provided in (and in accordance with) this section, unless and until the Authority notifies the City and the County that the design, construction and operation of the Phase 4A Extension as a turnpike project is not feasible, the and the County shall neither advance nor support any alternative to, or conflicting proposal for, the development of the Phase 4A Extension, including without limitation any thoroughfare corridor parallel to the Phase 4A Extension. Finally, nothing contained in this section shall create any third-party beneficiary or other rights in the City or the County with respect to the Studies or the contracts between the Authority and its consultants regarding the preparation of the Studies, and said consultants shall continue to be retained solely by and for the benefit of the Authority, and neither the City nor the County shall have any right. or otherwise attempt, to direct the activities of those consultants.

3.2 Design of Mainlanes. If the Authority proceeds with construction of the Phase 4A Extension as a turnpike project, the design of the turnpike main lanes shall be according to the Authority's design criteria and standards, including, but not limited to, its System-Wide Design Guidelines. In such event, the Authority shall implement a technical work group similar to the one described in Section 1.8 to aid in communication, coordination, and review during the design process for the turnpike main lanes. The technical work group shall meet regularly during the development of the turnpike main-lane design. The County and the City each shall assign an active, qualified, and authorized decision-making member to the technical work group; provided, however, that except as expressly provided otherwise in this Agreement. the Authority's determination of the design, alignment, location, grade, composition and construction methods employed for the Phase 4A Extension or any components thereof shall be made in its discretion and shall be final.

3.3 Conveyance of Streets to the City or the County. The Authority shall convey to the City a permanent perpetual easement for street purposes and to right-of-way within the corporate limits of the City of Celina on which service roads comprising part of the Phase 4A Extension have been constructed and shall convey to the County a permanent and perpetual easement for street purposes in and to the right-of-way on which service roads have been constructed within the jurisdiction of the County of Collin. The City and the County thereafter shall operate, maintain, regulate and police said service roads, and the Authority shall have no responsibility therefor.

Article 4 - Further Agreements

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4.1 Support of the Phase 4A Extension. Each of the parties agrees to take all actions consistent with this Agreement that are reasonably necessary in the furtherance of the purposes hereof. Without limiting the generality of the preceding sentence, upon request by the Authority, the City and the County agree to (a) acknowledge their approval of and support for the Authority's financing, design, construction, operation and maintenance of the Phase 4A Extension as a turnpike project, (b) support the Authority in the necessary environmental clearance and review process for the Phase 4A Extension, and (c) provide such information and support as may be requested by the Authority, TxDOT, FHWA, or any other governmental or quasi-governmental entity in the environmental application and review process or with regard to the Studies. If the Authority elects to proceed with construction of the Phase 4A Extension as a turnpike project, the parties agree to coordinate and conduct all necessary public hearings and public participation efforts required to initiate and complete the Phase 4A Extension. The City shall coordinate and serve as the lead agency with respect to such matters. The parties shall make every reasonable effort to maintain communication with the public and with their respective representatives regarding the progression of the Phase 4A Extension review process. In addition, the City and the County agree to assist and join with the Authority in obtaining the various approvals, permits and agreements required of the applicable governmental entities and agencies, with federal, state or local, regarding the Phase 4A Extension.

4.2 Construction Staging Areas. If the Authority elects to proceed with construction of the Phase 4A Extension as a turnpike project, the City and the County shall, if requested by the Authority, provide on a temporary basis as described below any available right-of-way located along the Phase 4A Extension for the Authority's exclusive use as a staging area during the construction of the Phase 4A Extension. Such areas may be used for the placement and operation of construction site trailers, temporary material disposal, temporary embankments or shoring structures, the operation of a concrete and/or asphalt batch plant, and for any other purpose related to the construction of the Phase 4A Extension. During its use of the staging areas, the Authority shall use all reasonable efforts to maintain the property in an orderly condition, free from excessive debris and clutter. Upon completion of construction activities for the Phase 4A Extension or cessation of the Authority's use of the staging areas, whichever comes first, the Authority shall return the staging areas to the City or the County, as applicable, in a condition comparable to when received for use by the Authority.

4.3 Signalization. If the Authority elects to proceed with construction of the Phase 4A Extension as a turnpike project, the City (with respect to property within its corporate limits or the County (with respect to other property within its jurisdictional limits), as applicable, shall, in conjunction with the design of the turnpike main lanes for the Phase 4A Extension, design, prepare and issue construction plans and specifications, take bids, award contracts and purchase orders, and shall install, test, supervise and maintain (or cause the same to be done) any temporary or permanent traffic signalization systems at the intersections of the City's streets and the County's roads with the 4A Extension, and each of them also shall relocate, at its sole expense, any traffic signals conduit, controllers or any other related facilities that may be required for the construction of the Phase 4A Extension (collectively, the "Signalization Work"). The City or the County, as applicable, shall ensure that the design and performance of the Signalization Work (including all related relocation and installation activities) do not delay or impede the construction, opening to traffic or subsequent operation of the Phase 4A Extension.

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To that end, the City or the County, as applicable, shall submit plans and specifications for the Signalization Work to the Authority for its review and approval prior to commencing any of the Signalization Work, provided that the Authority's review and approval shall not impose any obligation or liability on the Authority with respect to the Signalization Work or alter or abrogate any of the City or the County's obligations pursuant to this Agreement. Notwithstanding the foregoing, at the City's request, the Authority shall agree to undertake the installation and subsequent removal of temporary traffic signalization systems at the City's cost upon terms set forth in a separate agreement. Upon completion of the Signalization Work, the City and the County agree to operate and maintain the described traffic signalization systems at no cost to the Authority and to assume the responsibility for provision of all electrical power required for signal operations, including that required during construction and test periods. Nothing contained in this Agreement shall impose upon or create for the Authority any responsibility for (a) the proper design, operation or maintenance of traffic signalization along the Phase 4A Extension or (b) the police enforcement required for securing compliance with the traffic signals described in this Agreement.

4.4 Drainage Map Revisions. If the City determines that it is necessary or desirable to obtain a Letter of Map Revisions ("LOMR") and/or Conditional Letter of Map Revisions ("CLOMR") for the diversion of storm water runoff or the disturbance of any channel sections within its rights-of-way along the Phase 4A Extension, the City agrees to accept full responsibility for submitting all applications required to obtain a LOMR and/or CLOMR from the Federal Emergency Management Agency ("FEMA"). The City shall be solely responsible for the permitting process, including design, field survey, print fees and any document revisions that are necessary to complete a LOMR and/or CLOMR, provided that the Authority shall provide technical information and assistance required to prepare the application. The City agrees to use its reasonable efforts to secure approvals from FEMA and from any property owners affected by any proposed map revisions. The Authority and City shall take the steps necessary to expedite and avoid delays in the application process for the LOMR or CLOMR. The City agrees to promptly contact the Authority regarding technical and other matters requiring assistance from the Authority's staff or agents. If easements across private property are required to effect a proposed map revision determined by the City to be necessary or desirable and to accommodate the drainage improvements related to and necessitated by the Phase 4A Extension, the City shall be responsible for acquiring the easements at its sole cost. The City acknowledges and agrees that if the map revisions indicate the passage on, over, through or under City-owned property, the City shall grant the necessary easements at no cost to the Authority. The County agrees to provide similar support with respect to those portions of the Phase 4A Extension located outside of the City's corporate limits.

Article 5 - Maintenance

5.1 Conditions. The provisions of this Article 5 are conditioned upon the authority's election to proceed with the construction of the Phase 4A Extension as a turnpike project; provided, however, that all provisions regarding "Phase 4A Frontage Roads," as defined in Section 5.2. shall apply with respect to the East Service Road, regardless of whether the Authority elects to proceed with the other elements of the Phase 4 Extension.

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5.2 **Summary of Terms and Maintenance Obligations.** The East Service Road and all other subsequent service or frontage roads comprising part of the Phase 4A Extension are hereinafter referred to as the "Phase 4A Frontage Roads." The northbound and southbound turnpike main lanes, together with all ramps extending to or from said lanes up to their gore nose or intersection with the applicable Phase 4A Frontage Roads or other streets, are hereinafter referred to as the "Turnpike Lanes"; the portion of the Phase 4A Extension right-of-way on which the Turnpike Lanes are situated is referred to as the "Turnpike Lanes Area"; and the remaining portion of the Phase 4A Extension right-of-way is hereinafter referred to as the "Phase 4A Frontage Roads Area." Generally, the Authority shall be responsible for the operation, maintenance, policing, regulation and repair of the Turnpike Lanes, and the City or the County, as applicable, shall be responsible for the operation, maintenance, policing, regulation and repair of the Phase 4A Frontage Roads, all as more specifically set forth in Sections 5.3 and 5.4 below. The maintenance provisions of this Agreement shall apply to those portions of the Turnpike Lanes Area adjoining Phase 4A Frontage Roads Area and/or rights-of-way comprising the Phase 4A Extension and situated within either the City's corporate limits or the County's jurisdictional limits.

5.3 Authority Maintenance Responsibilities. With respect to the Phase 4A Extension, the City, County and the Authority acknowledge and agree that the Authority has the responsibility to:

(a) Maintain all the Phase 4A Extension improvements, including but not limited to the performance of all mowing, snow/ice control, and the collection and removal of debris, within the limits of Turnpike Lanes Area.

(b) Maintain all improvements constructed by the Authority as a part of the Phase 4A Extension exit and entrance ramps within the limits extending from the Turnpike Lanes Area to the ramp gore nose at the applicable Phase 4A Frontage Road.

(c) Repair and maintain all soundwalls, screen walls, retaining walls and similar structures within the limits of the Turnpike Lanes Area.

(d) Maintain the fence and guardrail, if any, placed along and between the Turnpike Lanes Area and the Phase 4A Frontage Roads Area used to protect ramp toll plazas.

(e) Maintain all the Phase 4A Extension illumination structures, including under-bridge luminaires, but specifically excluding all Phase 4A Frontage Road illumination and street intersection illumination.

(f) Maintain complete bridge structures that carry the Turnpike Lanes over the City's or the County's streets.

(g) Maintain structural bridge components carrying the City's or the County's streets over the Turnpike Lanes.

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(h) Maintain all the Phase 4 Extension trailblazers, "Left Lane Must Enter Turnpike," "No Pedestrians, Bicycles or Motor Driven Cycles," and similar signs regarding the Phase 4A Extension within the corporate limits of the City or the jurisdictional limits of the County.

(i) License, permit, and regulate utility construction and maintenance along and across the Turnpike Lanes Area.

The Authority acknowledges and agrees that, save and except for fire, "haz-mat," and EMS response, the City and the County shall have no responsibility or obligation to operate, maintain, police, regulate and provide public safety functions for the Turnpike Lanes and/or with respect to the Turnpike Lanes Area.

5.4 City and County Maintenance Responsibilities. With respect to the Phase 4A Extension, the City, the County and the Authority acknowledge and agree that the City (only with respect to the following obligations relating to services, structures or property within the City's corporate limits) or the County (only with respect to the following obligations relating to services, structures or property within the jurisdictional limits of the County), as applicable, has the responsibility to operate, maintain, police, regulate and provide public safety functions for the City's streets or the County's roads over and under the Turnpike Lanes (but not including the Turnpike Lanes) and for the Phase 4A Frontage Roads situated within the corporate limits of the City or the jurisdictional limits of the County, said responsibilities to include the following:

(a) Repair and maintain all the City's streets or the County's roads over and under the Turnpike Lanes and all Phase 4A Frontage Roads, including all traffic signal systems, luminaires, other illumination structures, and foundations therefor.

(b) Repair and maintain all storm water conduits and receivers, both open and closed, on, along and across the Phase 4A Frontage Roads Area and maintain any drainage, utility, right-of-way or other easements situated thereon for the purpose of serving the Phase 4A Extension.

(c) Repair and maintain all soundwalls, screen walls, retaining walls and similar structures within the Phase 4 Frontage Roads Area.

(d) Maintain all unpaved Phase 4A Extension right-of-way areas not otherwise identified herein as a responsibility of the Authority.

(e) Keep the vegetation mown, maintain all landscaping and irrigation systems, and remove, collect and dispose of unauthorized signs, debris and trash accumulated in the Phase 4A Extension right-of-way areas not otherwise identified herein as a responsibility of the Authority.

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(f) Maintain and, as necessary, modify guardrail and fences, if any, along the Phase 4A Frontage Roads and the City's streets or the County's roads crossing over and under the Turnpike Lanes.

(g) Maintain and, as necessary, modify or supplement all traffic regulatory and directional signs and all pavement traffic markings on the Phase 4A Frontage Roads and on the City's streets or the County's roads over and under the Turnpike Lanes, except Phase 4A Extension trailblazers, "Left Lane Must Enter Turnpike," "No Pedestrians, Bicycles or Motor Driven Cycles," and similar signs regarding the Phase 4A Extension.

(h) Furnish all policing, sweeping, flushing, snow/ice control services (as the City or County determines to be appropriate) and other public safety services on the Phase 4A Frontage Roads and on the City's streets or the County's roads crossing over and under the Turnpike Lanes.

(i) License, permit, and regulate all driveway and street connections to the Phase 4A Frontage Roads, and otherwise maintain proper control of access in relation to ramps to and from the Turnpike Lanes.

(j) Provide fire, "haz-mat," and EMS response for the Turnpike Lanes and the Phase 4A Frontage Roads.

The City and the County acknowledge and agree that the Authority shall have no responsibility or obligation to operate, maintain police, regulate and provide public safety functions for the Phase 4A Frontage Roads and/or with respect to the Phase 4A Frontage Roads Area.

5.5 Soundwall Maintenance. The City agrees to maintain and repair all soundwalls, screen walls, retaining walls or similar structures associated with the Phase 4A Extension that are not located within the Turnpike Lanes Area but are within the corporate limits of the City, and the County agrees to provide said maintenance and repair for all such structures outside the City's corporate limits and within the County's jurisdiction.

Article 6 - General Provisions

6.1 Term of Agreement. The term of this Agreement shall commence on the effective date set forth above and end on the earlier to occur of (a) the complete performance by the parties hereto of all provisions of this Agreement or (b) upon determination by the Authority of the non-feasibility of the Phase 4A Extension. If the Authority determines in its sole discretion that it would not be feasible continue with the evaluation, planning or construction of the Phase 4A Extension, the Authority shall notify the City and the County in writing of its intent to terminate this Agreement, which shall become effective immediately upon the City's and the County's receipt of said notification. Notwithstanding the foregoing, the provisions of Section 6.8 hereof shall remain in full force and effect notwithstanding any such termination.

6.2 Service Roads. The Authority has no obligation of any kind to design, construct or operate service, frontage or access roads in connection with the Phase 4A Extension. The City or the County shall be responsible for designing, constructing and maintaining at its sole expense any underpass U-turns and U-turn deceleration lanes along any Phase 4A Frontage Road, provided that to the greatest extent practicable, the Authority shall design and construct bridges for the Phase 4A Extension so as to accommodate said lanes. The City or the County, as applicable, shall ensure that the design and construction of such facilities will not delay or impede any phase of the construction of the Phase 4A Extension or the subsequent operation thereof. The City and the County further agree that any Phase 4A Frontage Roads will not be operated or maintained in such a manner so as to impede access to or egress from the Turnpike Lanes, and, without limiting the foregoing, in exercising its authority to license, permit and regulate driveway permits for the Phase 4A Frontage Roads, the City and the County shall maintain control of access consistent therewith and with all other applicable terms of this Agreement.

6.3 Cross Streets or Roads. If the City or the County desires at any time to construct or modify a cross street or road over or under the Phase 4A Extension, it shall contact the Authority and thereafter take all steps the Authority reasonably deems necessary or desirable to ensure that the design, construction, maintenance, and operation of the cross street or road does not impair or interfere with the design, construction, operation, or maintenance of the Phase 4A Extension. The City of the County shall submit the plans for any such proposed cross street or road to the Authority for the Authority's review, and the applicable construction contract shall not be let unless and until the Authority approves the plans in writing. Thereafter, the cross street or road shall be constructed in accordance with the approved plans and the Authority shall have the right to make such inspections and testing it desires to confirm same. Without limiting the foregoing, the City or the County, as applicable, at its sole expense shall cause any cross street or road to be designed and constructed to accommodate the profile grade design of the Phase 4A Extension. The City or the County, as applicable, also shall cause its staff and consultants to meet and communicate with the Authority regularly during the design and construction phases of any cross street or road, and the Authority shall reasonably cooperate and with the City or the County in advancing the design and construction of any cross street or road complying with the provisions of this Section 6.3.

6.4 Subsequent Agreements. Upon completion of the Studies, if the Authority determines, in its sole discretion, that the Phase 4A Extension is feasible as a turnpike project, the City and the County agree to enter into such agreement(s) with the Authority as may be necessary for the construction, operation and maintenance of the Phase 4A Extension (whether one or more, the "Subsequent Agreements"). The Subsequent Agreements may, among other things, (a) specify the final alignment of and/or final schematics for the Phase 4A Extension and (b) more precisely delineate cost sharing between the parties, responsibilities for property acquisition and transfer, responsibilities for construction, operation and maintenance of the Phase 4A Frontage Roads, interchanges, traffic control devices (including specific project limits), details and timing regarding the relocation of utilities, and such other terms as may be appropriate to ensure the physical integrity of the Phase 4A Extension. Although the precise terms of the Subsequent Agreements shall be negotiated at a later time, none of those terms shall conflict with any provision of this Agreement, absent the specific agreement of the parties to the contrary, and all such Subsequent Agreements otherwise shall be consistent with the provisions hereof.

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6.5 Control of Authority Facilities and Operations; Nonapplicability of Certain City and County Codes. The City and the County acknowledge and agree that the Authority is not subject to any zoning, building and development codes and/or ordinances promulgated and enforced by the City or the County, and that the City and the County shall not assess against the Authority any development, impact, license, zoning, permit, building, connection or construction fee(s) of any kind with respect to the construction or operation of the Phase 4A Extension. The City and the County acknowledge that as a result of federal and/or state regulations, traffic control concerns, work sequencing or weather-related issues or general scheduling matters, the Authority may be required to perform construction activity at night, and the City and the County agree to accommodate and support such activity, if necessary, upon receiving reasonable prior notice thereof by the Authority. Notwithstanding the foregoing, the Authority agrees that it shall comply with all national building codes with respect to its design and construction of buildings which are not distinctive to the Authority's statutory purpose of constructing and operating turnpike projects. By way of example, not limitation, the Authority shall comply with said codes with respect to administrative buildings, but not toll plazas.

6.6 Storm Water Permitting. The City will permit the Authority to connect to the City's municipal separate storm sewer and storm water drainage systems (the "MS4"), if any, and the City will provide easements and other interests and make such enlargement or other betterment work required for the efficient discharge of project storm water from the Phase 4A Extension. If the Authority must seek permitting for storm water discharges or outfalls, the City agrees, at the Authority's option, to either (1) include the Authority as a co-permittee in the City's MS4 storm water permit applications or (2) provide the information and assistance necessary to allow the Authority to seek an individual permit for the MS4 operated by the Authority within the corporate limits of the City. If the Authority is unable to permit individually, the City will submit all permits and conduct all storm water quality testing and reporting, and the Authority shall reimburse the City for all additional actual costs that result. At the City's request, the Authority will provide the City with technical information and assistance required to prepare the applications. Whether an individual or co-permit is obtained, the City and the Authority agree as follows:

(a) The Authority will be responsible for the construction, operation, maintenance and inspection of the MS4s it owns within the Turnpike Lanes Area unless otherwise provided in a separate agreement with the City. The City shall be responsible for the construction, operation, maintenance and inspection of the MS4s it owns.

(b) Each party will submit its own proposed storm water management program as part of its MS4 permit application and will be responsible for implementing the program on the MS4 for which it is the operator and for complying with the conditions of its storm water permit relating to the program. Each party will implement procedures to investigate, detect and abate

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(c) Each party will implement procedures to investigate, detect and abate unlawful discharges and improper disposal into the MS4s that each party operates. If discharges to the MS4 operated by the Authority are involved, the City and the Authority shall consult with each other on water quality problems attributable to third parties, and will coordinate efforts to initiate a mutually acceptable response to minimize or eliminate the water quality problem. At the Authority's request, the City will enforce the City's regulations regarding the contribution of pollutants to the MS4 caused or occurring within the Authority's right-of-way, provided that the Authority's right to abate or otherwise regulate the same third-party conduct shall not be affected thereby.

(d) The Authority will use reasonable efforts to control pollution in storm water that originates on the Authority's right-of-way, as required by the conditions of its MS4 storm water permit. The City will use reasonable efforts to control pollution in storm water discharged onto the Authority's right-of-way, as required by the conditions of its MS4 storm water permit. The City will use reasonable efforts to control pollution in storm water discharged into the Authority's right-of-way, as required by the conditions of its MS4 storm water permit.

(e) Each party will promptly notify the other if it knows of a release of oil or a hazardous substance in an amount that may be harmful and that may be introduced into the other party's MS4.

(f) After reasonable notice to and approval by the Authority and subject to safety and traffic-control measures required by the Authority in response to such notice, the City may enter the Authority's right-of-way to conduct inspections reasonably related to monitoring compliance with storm water pollution laws by parties other than the Authority. Without limiting the foregoing, any activity performed by the City, its agents, employees or contractors on the Authority's right-of-way shall comply with all applicable, local, state and federal laws and regulations.

(g) The Authority may incorporate into its MS4 permit applications and reports the results of the City's tests conducted in connection with its MS4 storm water permits, including "wet-weather" monitoring results (whether under the wet-weather monitoring program coordinated by the North Central Texas Council of Governments or otherwise) and "dry-weather" field screening.

(h) The City and the Authority each may incorporate into its respective MS4 permit applications and reports information from the permit applications or reports filed by the other.

6.7 Billboards. With respect to billboards or similar outdoor signs within the Turnpike Lanes Area, the Authority shall follow its policy expressed in Resolution No. _____, dated _____, 20___ removing all existing billboards and similar outdoor signs when acquiring real property and terminating all leases and other instruments pertaining thereto, to the greatest

extent practical and permissible under applicable law. The City and the County agree to cooperate with the Authority to prohibit and eliminate the presence of billboards or other similar outdoor signs that would or could be visible from the traveled portion of the Phase 4A Extension. The City and the County shall be solely responsible for (a) the removal of any billboards and similar outdoor signs situated within that portion of the Phase 4A Extension right-of-way the City and/or the County acquire and convey to the Authority pursuant to Article 1, (b) any related relocation costs and other consideration, and (c) the removal of other billboards and similar outdoor signs to the greatest extent practical and permissible under applicable laws. The Authority, the City and the County agree that, to the extent permitted by law, neither party shall consent to or permit the future construction or installation of billboards or similar outdoor signs on, or visible from, the Phase 4A Extension right-of-way.

6.8 No Liability. Nothing in this Agreement shall be construed to place any liability on the City, the County, the Authority, the Authority's General Engineering Consultant or any of the Authority's, the City's or the County's respective employees, consultants, contractors, agents, servants, directors or officers for any alleged personal injury or property damage arising out of the Phase 4A Extension evaluation, design, construction or operation, or for any alleged personal injury or property damage arising out of the City's or the County's operation, policing, regulation, maintenance or repair of the Phase 4A Frontage Roads, the Phase 4A Frontage Roads Area or the City's streets or the County's roads connecting to or crossing the Phase 4A Extension. Furthermore, it is not the intent of this Agreement to impose upon the City, the County or the Authority any liability for any alleged injury to persons or damage to property arising out of any matters unrelated to the terms of this Agreement or with respect to any actions undertaken by any consultant or contractor employed or engaged by the Authority, the City or the County. Nothing herein shall be construed as a waiver of any rights which may be asserted by the City, the County, the Authority, and/or their officials, including the defense of governmental immunity, official immunity or qualified immunity.

6.9 Financing. If its feasibility as a turnpike project is established, the Authority intends to finance the design and construction of the Phase 4A Extension with proceeds from the issuance of commercial paper, the sale of one or more series of revenue bonds and/or other financing, which bonds or other products also may include amounts for refunding all or certain Dallas North Tollway System revenue bonds previously issues by the Authority (collectively, the "Financing"). In addition to the conditions described in Section 6.10 below, all of the Authority's obligations regarding the construction of the Phase 4A Extension are contingent and conditioned upon the successful issuance and sale of said commercial paper, revenue bonds or other actions pertaining to the Financing and the Authority's receipt of the proceeds from the Financing. If reasonably requested by the Authority, the City and the County shall promptly cooperate with the Authority by providing assurances or other information necessary for obtaining the Financing, including assurances and information contained in any official statement or similar document issued for the Financing, provided that said assurances and/or information are, in the City's or the County's reasonable judgment (as applicable), consistent with the provisions of this Agreement. Copies of this Agreement will be provided to, and reviewed and relied upon by, underwriters, investment bankers, brokerage firms and similar parties in connection with the provision of the Financing.

Attachment: 2015-08-31 Agreement_NTTA. Celina and Collin County_FINAL (1218 : Utility Location Agreement with NTTA and Collin County)

6.10. Conditioned on Feasibility. The City and the County acknowledge that the Authority must establish the feasibility of the Phase 4A Extension as a turnpike project before the Authority can commit to design, construct and operate that project in accordance with the Regional Tollway Authority Act. Consequently, unless and until said feasibility is established, this Agreement creates no obligations on behalf of the Authority with respect to the ultimate construction, operation and/or maintenance of the Phase 4A Extension.

Article 7 - Miscellaneous

7.1 Notices.

In each instance under this Agreement in which one party is required or permitted to give notice to the other, such notice shall be deemed given (a) when delivered in hand, (b) one (1) business day after being deposited with a reputable overnight air courier service, or (c) three (3) business days after being mailed by United States mail, registered or certified mail, return receipt requested. Postage prepaid, and, in all events, addressed as follows:

In the case of the City:

Mike Foreman
Celina City Manager
142 N. Ohio Street
Celina, Texas 75009

In the case of the County:

County of Collin and	County of Collin
Attn: County Judge	Attn: Director of Engineering

In case of the Authority:

By hand delivery or air courier:

North Texas Tollway Authority
Attn: Jerry Hiebert, Executive Director
5900 W. Plano Parkway, Suite 100
Plano, Texas 75093

By mail:

North Texas Tollway Authority
Attn: Jerry Hiebert, Executive Director
P.O. Box 260729
Plano, Texas 75026

Attachment: 2015-08-31 Agreement_NTTA. Celina and Collin County_FINAL (1218 : Utility Location Agreement with NTTA and Collin County)

Any party hereto may from time to time change its address for notification purposes by giving the other parties prior written notice of the new address and the date upon which it will become effective.

7.2 Relationship of the Parties; No Joint Enterprise. Nothing in this Agreement is intended to create, nor shall be deemed or construed by the parties or by any third party as creating, (a) the relationship of principal and agent, partnership or joint venture between the City, the County and the Authority or (b) a joint enterprise between the City, the County, the Authority and/or any other party. Without limiting the foregoing, the purposes for which the City, the County and the Authority have entered into this Agreement are separate and distinct, and there are no pecuniary interests, common purposes and/or equal rights of control among the parties hereto.

7.3 Successors and Assigns. This Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective parties and their legal successors. Neither the City, the County nor the Authority shall assign, sublet or transfer its respective interests in this Agreement without the prior written consent of the other parties to this Agreement, unless otherwise provided by law.

7.4 Severability. If any provision of this Agreement, or the application thereof to any entity or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other entities or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

7.5 Written Amendments. Any change in the agreement, terms and/or responsibilities of the parties hereto must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by the City, the County and the Authority.

7.6 Limitations. All covenants and obligations of the City, the County and Authority under this Agreement shall be deemed valid covenants and obligations of said entities, and no officer, director, or employee of the City, the County or the Authority shall have any personal obligations or liability hereunder.

7.7. Sole Benefit. This Agreement is entered into for the sole benefit of the City, the County, the Authority and their respective successors, and nothing in this Agreement or in any approval subsequently provided by any party hereto shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the public in general.

7.8 Authorization. Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval or authorization from any third party is required to be obtained or made in connection with the execution, delivery or performance of this

Attachment: 2015-08-31 Agreement_NTTA. Celina and Collin County_FINAL (1218 : Utility Location Agreement with NTTA and Collin County)

Agreement. Each signatory on behalf of the City, the County and the Authority, as applicable, represents that he or she is fully authorized to bind that entity to the terms of this Agreement.

7.9 Choice of Law; Venue. The provisions of this Agreement shall be construed in accordance with the laws and court decisions of the State of Texas and exclusive venue for any legal actions arising hereunder shall be in Collin County, Texas.

7.10 Interpretation. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court, other governmental or judicial authority, or arbitrator by reason of such party having or being deemed to have drafted, prepared, structured or dictated such provision.

7.11 Waiver. No delay or omission by any party hereto to exercise any right or power hereunder shall impair such right or power or be construed as a waiver thereof. A waiver by any of the parties hereto of any of the covenants, conditions or agreements to be performed by any other party or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained.

7.12. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. There are no representations, understandings or agreements relative hereto which are not fully expressed in this Agreement.

7.13 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one single agreement between the parties.

7.14 Headings. The article and section headings used in this Agreement are for reference and convenience only, and shall not enter into the interpretation hereof.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day above stated.

Attachment: 2015-08-31 Agreement_NTTA. Celina and Collin County_FINAL (1218 : Utility Location Agreement with NTTA and Collin County)

CITY OF CELINA, TEXAS

By:_____

Printed Name: _____

Title: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2015, by _____, of the City of Celina, Texas, on behalf of said city.

_____

Notary Public, State of Texas

Attachment: 2015-08-31 Agreement_NTTA. Celina and Collin County_FINAL (1218 : Utility Location Agreement with NTTA and Collin County)

NORTH TEXAS TOLLWAY AUTHORITY

By:_____

Printed Name: _____

Title: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2015, by _____, of North Texas Tollway Authority, on behalf of said tollway authority.

_____

Notary Public, State of Texas

Attachment: 2015-08-31 Agreement_NTTA. Celina and Collin County_FINAL (1218 : Utility Location Agreement with NTTA and Collin County)

COLLIN COUNTY, TEXAS

By:_____

Printed Name: _____

Title: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2015, by _____, _____ of Collin County, Texas, on behalf of said county.

_____

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

CITY OF CELINA
142 N. OHIO STREET
CELINA, TX 75009

Attachment: 2015-08-31 Agreement_NTTA. Celina and Collin County_FINAL (1218 : Utility Location Agreement with NTTA and Collin County)

Form 192-4(2014)

Exhibit A
NORTH TEXAS TOLLWAY AUTHORITY

SPECIFICATIONS FOR PLACING WATER, SEWER, GAS AND OIL LINES AND CONDUIT WITHIN THE RIGHTS-OF-WAY OR CROSSING TURNPIKE PROJECTS

1. All excavations within the right-of-way and not under surfacing shall be backfilled by tamping in 6" horizontal layers by approved hand-operated mechanical tamping equipment. All surplus material shall be removed from the right-of-way and the excavation finished flush with surrounding natural ground.

2. Where sodding is disturbed by excavation or backfilling operations, such areas shall be replaced by 100% Bermuda block sod, regardless of slope.

3. Crossing under surfaced roads and under surfaced cross roads within the Project shall be placed by boring. Boring shall extend from crown line to crown line. All lines under the Project carrying pressure shall be enclosed in satisfactory casing extending from right-of-way line to right-of-way line. All utilities under a tollway pavement shall be encased in a separate structure from the actual utility line. This can be steel, concrete or plastic, designed to support the load of the highway.

4. Operations along any Turnpike Project shall be performed in such manner that all excavated material be kept off the pavements at all times, as well as all operating equipment.

5. Barricades and warning signs and flagmen when necessary shall be provided by the Contractor or Owner. No main lane, ramp lane closures, nor blocking of any portion of the roadway may be made without specific written approval of the NTTA.

6. All excavations within the right-of-way and under the proposed roadway embankment, and/or proposed surfacing, will be backfilled by tamping in 6" horizontal layers by approved hand-operated, mechanical tamping equipment to the density at optimum moisture content required by the North Texas Tollway Authority.

7. Minimum cover above the top of pipe conduit or encasement shall be 2'-0" or as required by the Authority.

8. The Turnpike right-of-way fence shall be left undisturbed during construction and may not be cut or moved within the permission of the Authority. Any moving, cutting, or damage to the right-of-way fence by the Utility Company shall be replaced at the Utility Company's expense to the satisfaction of the Authority.

9. The cutting or mutilating of trees and shrubs will not be permitted without the written approval of the North Texas Tollway Authority.

Attachment: 2015-08-31 Agreement_NTTA. Celina and Collin County_FINAL (1218 : Utility Location Agreement with NTTA and Collin County)

Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Planner
CC: Mike Foreman, City Manager
Date: September 8, 2015
Re: Littell annexation petition

Action Requested:

Consider and act upon a petition for annexation and set public two hearing dates on October 13, 2015 at 6:05 p.m. and October 13, 2015 at 6:05 p.m. for a 1.60 acre tract of land situated in the L.M. Boyd Survey, Abstract No. 48, Tract 2-1; and a 3.26 acre tract of land situated in the L.M. Boyd Survey, Abstract No. 48, Tract 2 the properties are generally located east Of SH289 (Preston Road), west of CR 97, south of CR 104 and north of CR 100, within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas. (Littell Outparcels) Liebman

Background Information:

Staff received a petition for annexation from Philip and Frances Littell. The property is adjacent to the current City Limits. The parent tract for these two out parcels was annexed into the City Limits in August.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

The applicant has submitted the necessary fees to purchase the Marilee CCN for the tract currently being served by the SUD. Approximately

Legal Review:

<Insert Legal Review Here>.

Supporting Documents:

<Insert Supporting Documents Here>

Staff Recommendation:

Staff recommends accepting the petitions

VOLUNTARY ANNEXATION APPLICATION

Property Description:

Survey Name and Abstract No.: L.M. Boyd Survey, Abstract No. 48

Tract Number(s): 1 Number of Acres: 1.60

Number of People Living on Each Tract of Land (attach an additional sheet if necessary): _____

Current Property Owner's Name: Philip & Frances Littell
Company: _____
Address: 5805 Braemar Drive
City, State, Zip: Plano, TX 75093
Phone#: _____
Fax #: _____
E-Mail Address PhilipLittell@gmail.com
Owners Signature: _____

Representative's Name: Shea Kirkman
Company: Kirkman Engineering
Address: 4821 Merlot Avenue, Suite 210
City, State, Zip: Grapevine, TX 76051
Phone#: 817-488-4960
Fax #: _____
E-Mail Address shea.kirkman@trustke.com

Submittal Requirements

- ☐ Application
- ☐ Application Fee -Minimum $250.00 or actual costs
- ☐ Metes and bounds description of the property with a graphic exhibit. The metes and bounds description and 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.
- ☐ 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 COLLIN

BEFORE ME, a Notary Public, on this day personally appeared Shea Kirkman 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."

PAIGE KIRKMAN
Notary Public, State of Texas
My Commission Expires
January 30, 2018

Owner, Applicant, or Representative

SUBSCRIBED AND SWORN TO before me, this the 25 day of August, 20 15

My Commission expires 1-30-2018

Notary Public in & for the State of Texas

OFFICE USE ONLY

Receipt#: _____
Check#: _____
Payor: _____

This application meets requirements

_____ Signature _____ Date

Attachment: Petition (1243 : Littell Outparcel Anneation petitions)

VOLUNTARY ANNEXATION APPLICATION

Property Description:

Survey Name and Abstract No.: L.M. Boyd Survey, Abstract No. 48

Tract Number(s): 2 Number of Acres: 3.26

Number of People Living on Each Tract of Land (attach an additional sheet if necessary): _____

Current Property Owner's Name: Philip & Frances Littell
Company: _____
Address: 5805 Braemar Drive
City, State, Zip: Plano, TX 75093
Phone#: _____
Fax #: _____
E-Mail Address PhilipLittell@gmail.com
Owners Signature: _____

Representative's Name: Shea Kirkman
Company: Kirkman Engineering
Address: 4821 Merlot Avenue, Suite 210
City, State, Zip: Grapevine, TX 76051
Phone#: 817-488-4960
Fax #: _____
E-Mail Address shea.kirkman@trustke.com

Submittal Requirements

- ☐ Application
- ☐ Application Fee -Minimum $250.00 or actual costs
- ☐ Metes and bounds description of the property with a graphic exhibit. The metes and bounds description and 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.
- ☐ 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 COLLIN

BEFORE ME, a Notary Public, on this day personally appeared Shea Kirkman 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."

PAIGE KIRKMAN
Notary Public, State of Texas
My Commission Expires
January 30, 2018

O
Owner, Applicant, or Representative

SUBSCRIBED AND SWORN TO before me, this the 25 day of August, 20 15

My Commission expires 1-30-2018

Notary Public in & for the State of Texas

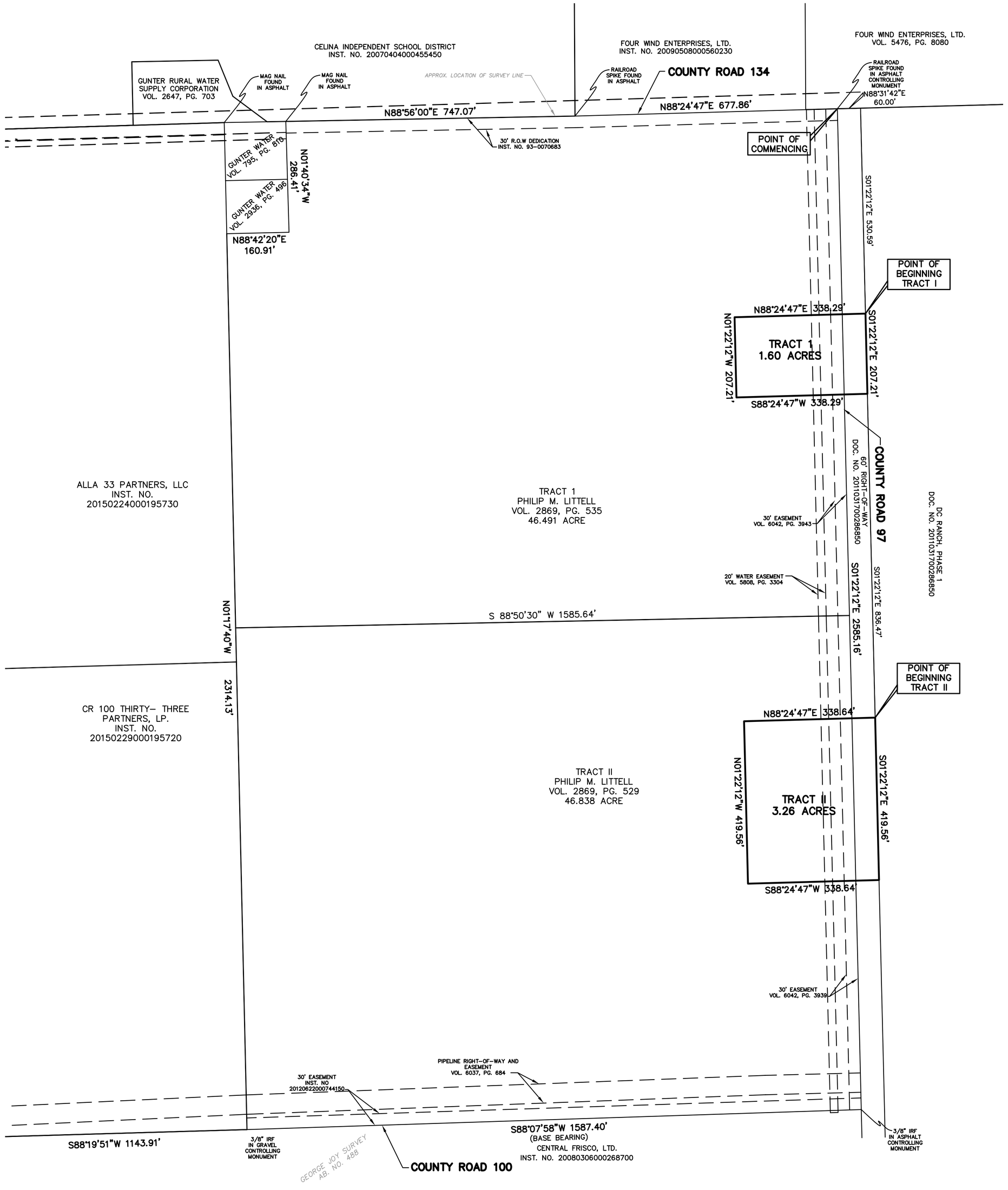
OFFICE USE ONLY

Receipt#: _____
Check#: _____
Payor: _____

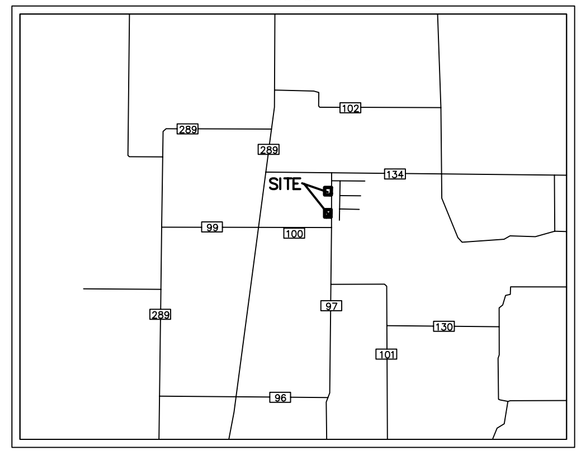
This application meets requirements

_____ Signature _____ Date

Attachment: Petition (1243 : Littell Outparcel Anneation petitions)



VICINITY MAP
N.T.S.



NOTES:

1. IRF – Iron Rod Found
2. Basis of Bearing – Based on the South line (South 88 deg. 07 min. 58 sec. West)all that certain 93.277 acre tract of land situated in the L. M. Boyd Survey, Abstract No. 48, Collin County, Texas, and being all of Tract I conveyed to Philip M. Littell, by deed recorded in Volume 2869, Page 535, Deed Records, Collin County, Texas, and being all of Tract II conveyed to Philip M. Littell, by deed recorded in Volume 2869, Page 529, said Deed Records,
3. The sole purpose of this exhibit is to show annexation parcel location in the area depicted on this exhibit. This exhibit is not intended for any other use by this or any other party and is not to be used as a boundary survey.
4. No improvements have been shown.
5. This property has not been abstracted per the client's request, and this survey was performed without the benefit of a title commitment, all easements may not be shown.

Tract I

BEING all that certain 1.60 acre tract of land situated in the L.M. Boyd Survey, Abstract No. 48, Collin County, Texas, and being a portion of that certain tract of Tract I conveyed to Philip M. Littell, by deed recorded in Volume 2869, Page 535, Deed Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a railroad spike found in asphalt for the Northeast corner of said Tract 1, same being in the intersection of the West right–of–way line of County Road 97 (60 foot dedication per Document Number 20110317002286850, Plat Records, Collin County, Texas) and the approximate centerline of County Road 134, same being in the South line of that certain tract of land conveyed to Four Wind Enterprises, LTD., by deed recorded in Volume 5476, Page 8080, Collin County, Texas;

THENCE North 88 deg. 31 min. 42 sec. East, along the common line of said County Road 97 and said Four Wind tract, a distance of 60.00 feet to a point for the Northwest corner of DC Ranch, Phase 1, an addition to Collin County, Texas, according to the plat thereof recorded in Document Number 20110317002286850, said Plat Records;

THENCE South 01 deg. 22 min. 12 sec. East, along the common line of said County Road 97 and said DC Ranch, Phase 1, a distance of 530.59 feet to a point for the Northeast corner of the herein described tract, same being the POINT OF BEGINNING;

THENCE South 01 deg. 22 min. 12 sec. East, continuing along the common line of said County Road 97 and said DC Ranch, Phase 1, a distance of 207.21 feet to a point for the Southeast corner of the herein described tract;

THENCE South 88 deg. 24 min. 47 sec. West, through the interior of said County Road 97, passing the West right–of–way line of County Road 97, same being the East line of aforesaid Tract 1, and continuing through the interior of said Tract 1, a total distance of 338.29 feet to a point for the Southwest corner of the herein described tract;

THENCE through the interior of said Tract 1 as follows:
North 01 deg. 22 min. 12 sec. West, a distance of 207.21 feet to a point for the Northwest corner of the herein described tract;
North 88 deg. 24 min. 47 sec. East, passing the East line of said Tract 1, same being the West right–of–way line of County Road 97, and continuing through the interior of said County Road 97, a total distance of 338.29 feet to the POINT OF BEGINNING and containing 1.60 acres of computed land, more or less.

Tract II

BEING all that certain 3.26 acre tract of land situated in the L.M. Boyd Survey, Abstract No. 48, Collin County, Texas, and being a portion of that certain tract of Tract II conveyed to Philip M. Littell, by deed recorded in Volume 2869, Page 529, Deed Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a railroad spike found in asphalt for the Northeast corner of that certain tract of Tract I conveyed to Philip M. Littell, by deed recorded in Volume 2869, Page 535, Deed Records, Collin County, Texas, same being in the intersection of the West right–of–way line of County Road 97 (60 foot dedication per Document Number 20110317002286850, Plat Records, Collin County, Texas) and the approximate centerline of County Road 134, same being in the South line of that certain tract of land conveyed to Four Wind Enterprises, LTD., by deed recorded in Volume 5476, Page 8080, Collin County, Texas;

THENCE North 88 deg. 31 min. 42 sec. East, along the common line of said County Road 97 and said Four Wind tract, a distance of 60.00 feet to a point for the Northwest corner of DC Ranch, Phase 1, an addition to Collin County, Texas, according to the plat thereof recorded in Document Number 20110317002286850, said Plat Records;

THENCE South 01 deg. 22 min. 12 sec. East, along the common line of said County Road 97 and said DC Ranch, Phase 1, a distance of 1,574.27 feet to a point for the Northeast corner of the herein described tract, same being the POINT OF BEGINNING;

THENCE South 01 deg. 22 min. 12 sec. East, continuing along the common line of said County Road 97 and said DC Ranch, Phase 1, a distance of 419.56 feet to a point for the Southeast corner of the herein described tract;

THENCE South 88 deg. 24 min. 47 sec. West, through the interior of said County Road 97, passing the West right–of–way line of said County Road 97, same being the East line of aforesaid Tract II, and continuing through the interior of said Tract II, a total distance of 338.64 feet to a point for the Southwest corner of the herein described tract;

THENCE through the interior of said Tract II as follows:
North 01 deg. 22 min. 12 sec. West, a distance of 419.56 feet to a point for the Northwest corner of the herein described tract;
North 88 deg. 24 min. 47 sec. East, passing the East line of said Tract II, same being the West right–of–way line of said County Road 97, and continuing through the interior of said County Road 97, a total distance of 338.64 feet to the POINT OF BEGINNING and containing 3.26 acres of computed land, more or less.

NORTH

GRAPHIC SCALE

150 0 75 150 300 600

(IN FEET)
1 inch = 150 ft.

ANNEXATION EXHIBIT

COUNTY ROAD 97

CELINA, TEXAS 75009

JOB NO.: 14–0911EAST	PEISER & MANKIN SURVEYING, LLC	SHEET
DATE: 8/24/2015	www.peisersurveying.com	
SCALE: 1" = 150'	623 E. DALLAS ROAD GRAPEVINE, TEXAS 76051 817–481–1806 (O) 817–481–1809 (F)	1
DRAWN: J.B.W.	COMMERCIAL RESIDENTIAL BOUNDARIES TOPOGRAPHY MORTGAGE	OF
CHECKED: T.R.M.	tmankin@peisersurveying.com FIRM No. 100999–00	1

Texas Society of Professional Surveyors
Member Since 1977

Tract I

BEING all that certain 1.60 acre tract of land situated in the L.M. Boyd Survey, Abstract No. 48, Collin County, Texas, and being a portion of that certain tract of Tract I conveyed to Philip M. Littell, by deed recorded in Volume 2869, Page 535, Deed Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a railroad spike found in asphalt for the Northeast corner of said Tract 1, same being in the intersection of the West right-of-way line of County Road 97 (60 foot dedication per Document Number 2011031700286850, Plat Records, Collin County, Texas) and the approximate centerline of County Road 134, same being in the South line of that certain tract of land conveyed to Four Wind Enterprises, LTD., by deed recorded in Volume 5476, Page 8080, Collin County, Texas;

THENCE North 88 deg. 31 min. 42 sec. East, along the common line of said County Road 97 and said Four Wind tract, a distance of 60.00 feet to a point for the Northwest corner of DC Ranch, Phase 1, an addition to Collin County, Texas, according to the plat thereof recorded in Document Number 2011031700286850, said Plat Records;

THENCE South 01 deg. 22 min. 12 sec. East, along the common line of said County Road 97 and said DC Ranch, Phase 1, a distance of 530.59 feet to a point for the Northeast corner of the herein described tract, same being the POINT OF BEGINNING;

THENCE South 01 deg. 22 min. 12 sec. East, continuing along the common line of said County Road 97 and said DC Ranch, Phase 1, a distance of 207.21 feet to a point for the Southeast corner of the herein described tract;

THENCE South 88 deg. 24 min. 47 sec. West, through the interior of said County Road 97, passing the West right-of-way line of County Road 97, same being the East line of aforesaid Tract 1, and continuing through the interior of said Tract 1, a total distance of 338.29 feet to a point for the Southwest corner of the herein described tract;

THENCE through the interior of said Tract 1 as follows:
North 01 deg. 22 min. 12 sec. West, a distance of 207.21 feet to a point for the Northwest corner of the herein described tract;
North 88 deg. 24 min. 47 sec. East, passing the East line of said Tract 1, same being the West right-of-way line of County Road 97, and continuing through the interior of said County Road 97, a total distance of 338.29 feet to the POINT OF BEGINNING and containing 1.60 acres of computed land, more or less.

Attachment: Petition (1243 : Littell Outparcel Anneation petitions)

Tract II

BEING all that certain 3.26 acre tract of land situated in the L.M. Boyd Survey, Abstract No. 48, Collin County, Texas, and being a portion of that certain tract of Tract II conveyed to Philip M. Littell, by deed recorded in Volume 2869, Page 529, Deed Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a railroad spike found in asphalt for the Northeast corner of that certain tract of Tract I conveyed to Philip M. Littell, by deed recorded in Volume 2869, Page 535, Deed Records, Collin County, Texas, same being in the intersection of the West right-of-way line of County Road 97 (60 foot dedication per Document Number 2011031700286850, Plat Records, Collin County, Texas) and the approximate centerline of County Road 134, same being in the South line of that certain tract of land conveyed to Four Wind Enterprises, LTD., by deed recorded in Volume 5476, Page 8080, Collin County, Texas;

THENCE North 88 deg. 31 min. 42 sec. East, along the common line of said County Road 97 and said Four Wind tract, a distance of 60.00 feet to a point for the Northwest corner of DC Ranch, Phase 1, an addition to Collin County, Texas, according to the plat thereof recorded in Document Number 2011031700286850, said Plat Records;

THENCE South 01 deg. 22 min. 12 sec. East, along the common line of said County Road 97 and said DC Ranch, Phase 1, a distance of 1,574.27 feet to a point for the Northeast corner of the herein described tract, same being the POINT OF BEGINNING;

THENCE South 01 deg. 22 min. 12 sec. East, continuing along the common line of said County Road 97 and said DC Ranch, Phase 1, a distance of 419.56 feet to a point for the Southeast corner of the herein described tract;

THENCE South 88 deg. 24 min. 47 sec. West, through the interior of said County Road 97, passing the West right-of-way line of said County Road 97, same being the East line of aforesaid Tract II, and continuing through the interior of said Tract II, a total distance of 338.64 feet to a point for the Southwest corner of the herein described tract;

THENCE through the interior of said Tract II as follows:
North 01 deg. 22 min. 12 sec. West, a distance of 419.56 feet to a point for the Northwest corner of the herein described tract;
North 88 deg. 24 min. 47 sec. East, passing the East line of said Tract II, same being the West right-of-way line of said County Road 97, and continuing through the interior of said County Road 97, a total distance of 338.64 feet to the POINT OF BEGINNING and containing 3.26 acres of computed land, more or less.

Attachment: Petition (1243 : Littell Outparcel Anneation petitions)

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jay Toutounchian, Finance Director
CC: Mike Foreman, City Manager
Date: September 8, 2015
Re: Budget public hearing

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and receive public input regarding the proposed FY2015/2016 City Budget. Toutounchian

Background Information:

The proposed 2015/2016 budget will raise more total property taxes than last year's budget by $632,056, or 17.44 % and of that amount, $245,211 is tax revenue to be raised from new property added to the tax roll this year.

Board Review/Citizen Input:

Public Hearing

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Staff Recommendation:

Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Brooks Wilson, Senior Planner
CC: Mike Foreman, City Manager
Date: September 8, 2015
Re: Amendment to the Wells South Development Agreement

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and take action regarding the amended and restated Development Agreement by and between the City of Celina, Texas and Hillwood Communities for Wells South. The property is a ±403.34 acre tract of land generally north of FM 1461 (Frontier Parkway), east of CR 83 (Coit Road) and south and west of CR 84, within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas. The property is generally located on the north side of FM 1461 (Frontier Parkway), east of CR 83 and south and west of CR 84. (Wells South) (Liebman)

Public Notice:

The public hearing notice was published in *The Celina Record* on Friday, August 21, 2015.

Supporting Document:

- Proposed Development Agreement

Legal Review:

The City's Land Use Attorney has reviewed the Development Agreement and deemed it to be acceptable.

Board/Committee Recommendation:

At the August 18, 2015 Planning and Zoning Commission meeting, the Commission recommended (6-0) that the revised Development Regulations included in the Planned Development zoning request be adopted. One revision was made that was not reflected in the Development Agreement: that the lot size of homes adjacent to CR 83 shall be a minimum of seventy (70) feet in width.

Staff Recommendation:

Staff recommends approval.

Attachment: 2014.006.01e - MRF redline to LEGAL Wells South Amended Dev Agr- (1192 : Wells South Development Agreement Amendment)

AMENDED AND RESTATED DEVELOPMENT AGREEMENT
(Wells South Tract)

This Amended and Restated Development Agreement (this "Agreement") is effective as of the 28th day of April, 2015 (the "Effective Date"), by and between THE CITY OF CELINA, TEXAS (the "City"), a home rule municipality located within Collin County, Texas, and THE GEORGE WHITE FAMILY LIMITED PARTNERSHIP, a Texas limited partnership (the "Owner") (the City and the Owner individually, a "Party" and collectively, the "Parties"). This Agreement was approved by the City Council on September 8, 2015, and amends and restates in its entirety that certain Development Agreement approved by the Celina City Council on April 28, 2105.

RECITALS

WHEREAS, the City is a home rule municipal corporation duly organized and validly existing under the laws of the State of Texas located within Collin County, Texas;

WHEREAS, the Owner is a Texas limited partnership whose principal office is located within Dallas County, Texas;

WHEREAS, the Owner owns a tract of land in Collin County, Texas, containing approximately 400 acres, as more particularly described by metes and bounds in **Exhibit A** and depicted on **Exhibit B** attached hereto (the "Property");

WHEREAS, the Property is currently located wholly within the extraterritorial jurisdiction ("ETJ") of the City;

WHEREAS, the Parties intend for the Owner to assign this Agreement to Hillwood Enterprises, L.P., a Texas limited partnership, or other entity affiliated with Hillwood Enterprises, L.P. ("Hillwood") when such entity buys the Property;

WHEREAS, Hillwood submitted to the City on January 15, 2015 that certain original District Proposal and Development Agreement Application, which application described the plan for development of the Property and requested that the City enter into this Agreement obligating the Property to certain development conditions and fees in exchange for the City allowing the Owner to receive reimbursement for public improvements;

WHEREAS, an updated plan for development of the Property is attached as **Exhibit C**;

WHEREAS, pursuant to Chapter 791, Texas Government Code, the City entered into an interlocal agreement with Collin County pursuant to which the City has exclusive jurisdiction over subdivision regulation and platting within the City's ETJ and the design, construction, installation, and inspection of water, sanitary sewer, drainage, roads, and other roadway and utility infrastructure to be located upon the Property, and that Collin County shall have and exercise no jurisdiction over such matters;

WHEREAS, the Property is located within an area for which Certificate of Convenience and Necessity No. 12667 has been granted to the City for providing retail water service;

WHEREAS, the Property is located within no area for which a certificate of convenience and necessity has been granted to a retail sewer service provider;

WHEREAS, the Parties intend for the City to be the retail provider of water service and sewer service to the Property;

WHEREAS, Hillwood desires to proceed with development of the Property as a master planned community as shown on the concept plan attached hereto as **Exhibit C** (the "Concept Plan") and described on **Exhibit D** and **Exhibit E** attached hereto (the "Development"), which Development is anticipated to occur over a number of years in phases of various sizes;

WHEREAS, the Development will require certain road improvements located along CR-83, CR-84, and Frontier Parkway along the perimeter of the Property and where the Property is adjacent to the future Coit Road (as defined in Article V of this Agreement, the "Road Improvements");

WHEREAS, Section 43.106 of the Texas Local Government Code ("Section 43.106") requires that a municipality that proposes to annex any portion of a county road or territory that abuts a county road must also annex the entire width of the county road and the adjacent right-of-way on both sides of the county road; and

WHEREAS, CR 83 is a county road that abuts the western boundary of the Property and occupies a 30-foot wide road easement within the Property along the Property's western boundary; and

WHEREAS, the metes and bounds description and depiction on **Exhibit F** of this Amendment describes the existing right-of-way of CR 83 between FM 1461 and CR 84 (the "CR 83 Annexation Tract"); and

WHEREAS, the City is required by Section 43.106 to annex the CR 83 Annexation Tract concurrently with the annexation of the Property; and

WHEREAS, CR 84 is a county road that abuts the northern and eastern boundaries of the Property and occupies a 30-foot wide road easement within the Property along the Property's northern and eastern boundaries; and

WHEREAS, the metes and bounds description and depiction on **Exhibit G** of this Amendment describes the existing right-of-way of CR 84 between CR 83 and FM 1461 (the "CR 84 Annexation Tract"); and

WHEREAS, the City is required by Section 43.106 to annex the CR 84 Annexation Tract concurrently with the annexation of the Property; and

WHEREAS, the Parties contemplate the City's release of a portion of the existing recorded CR 83 road easement that burdens the western 30 feet of the Property, as described and depicted on **Exhibit H** of this Amendment (the "CR 83 Easement Release Tract"); and

Attachment: 2014.006.01e - MRF redline to LEGAL Wells South Amended Dev Agr- (1192 : Wells South Development Agreement Amendment)

WHEREAS, the Parties contemplate the City's release of a portion of the existing recorded CR 84 road easement that burdens the northern 30 feet of the Property, as described and depicted on **Exhibit I** of this Amendment (the "CR 84 Easement Release Tract"); and

WHEREAS, the Development will require certain onsite infrastructure, including streets and roads; drainage; water, sanitary sewer, and other utility systems; parks, open space, landscaping, and trail systems; and land for all of the onsite public improvements (collectively, the "Onsite Public Improvements");

WHEREAS, certain offsite public infrastructure necessary to bring water and sanitary sewer service and improve access to the Property, as further described in Sections 6.02 and 6.03 (collectively, the "Offsite Public Improvements") is needed to serve the Development;

WHEREAS, the Onsite Public Improvements, and the Offsite Public Improvements are not currently available to serve the Development;

WHEREAS, due to the location and other natural features of the Property, the cost of the Road Improvements, Onsite Public Improvements and Offsite Public Improvements (collectively, the "Public Improvements") does not allow for the Owner's intended Development in a cost-effective and market-competitive manner without participation by the City;

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;

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;

WHEREAS, the City has agreed to fund the construction of the Offsite Public Improvements to the perimeter of the Property at the locations shown on **Exhibit J** and **Exhibit K** and in a manner sufficient to provide adequate and continuous service to the Property for the proposed Development in accordance with the terms of Article VI;

WHEREAS, the Parties have determined that the financing of a portion of the costs of the Offsite Public Improvements can be achieved by means of Chapter 311, Texas Tax Code, as amended, entitled the Tax Increment Financing Act ("TIF Act"), as further described in Articles V and VII;

WHEREAS, the Parties have determined that the financing of all or a portion of the costs of the Public 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 V and VII;

WHEREAS, the City intends to create a public improvement district for the purpose of financing the Public Improvements that confer a special benefit on the Property (the "PID");

Attachment: 2014.006.01e - MRF redline to LEGAL Wells South Amended Dev Agr- (1192 : Wells South Development Agreement Amendment)

WHEREAS, the Parties have determined that they have the authority to enter into this Agreement, including, but not limited to, the authority granted by Section 212.172, Texas Local Government Code, as amended;

WHEREAS, the City is agreeable to the Property being developed as a master planned community pursuant to this Agreement, which will remain in place for the term of this Agreement and be binding on subsequent purchasers of all or a portion of the Property as provided herein and by Section 212.172, Texas Local Government Code;

WHEREAS, the City supports the Concept Plan and will consider plats of all or a portion of the Property in general accordance with, among other things, such plan and this Agreement;

WHEREAS, the City and the Owner agree that the development of the Property can best proceed pursuant to a development agreement such as this Agreement;

WHEREAS, the City, on or before August 5, 2015, mailed notices to property owners within 200 feet of the Property notifying such owners that the City's Planning and Zoning Commission would consider **Exhibit C** and **Exhibit D** to this Agreement during their August 18, 2015, meeting;

WHEREAS, the City's Planning and Zoning Commission considered **Exhibit C** and **Exhibit D** to this Agreement during their August 18, 2015 meeting and recommended to the City Council that the development regulations contained therein be approved;

WHEREAS, it is the intent of this Agreement to establish certain legally binding restrictions and commitments to be imposed upon the Property; and the City, the Owner and Hillwood are proceeding in reliance on the enforceability of this Agreement;

WHEREAS, the Parties intend for this Agreement to terminate if Hillwood does not close on the purchase of the Property in accordance with the terms hereof, in which event the Parties also intend to dissolve the PID and release all PID assessments on the Property.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City and the Owner hereby agree as follows:

ARTICLE I
REPRESENTATIONS AND DEFINITIONS

1.01 Recitals. The recitals contained in this Agreement are true and correct as of the Effective Date and form the basis upon which the Parties negotiated and entered into this Agreement.

1.02 Authority. The City represents and warrants that this Agreement has been approved and duly adopted by the City Council of the City in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act), and that the individual executing this Agreement on behalf of the

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City has been authorized to do so. The Owner represents and warrants that this Agreement has been approved by appropriate action of the Owner, and that the individual executing this Agreement on behalf of the Owner has been authorized to do so. Hillwood represents and warrants that this Agreement has been approved by appropriate action of Hillwood, and that the individual executing this Agreement on behalf of Hillwood has been authorized to do so.

ARTICLE II
PURPOSES, CONSIDERATION, AND TERM

2.01 Purposes. The Parties desire to enter into this Agreement to: extend the City's planning authority over the land by providing for a development plan under which certain general uses and development of the Property are authorized; authorize enforcement by the City of municipal land use and development regulations in the same manner the regulations are enforced within the City's boundaries; authorize enforcement by the City of certain land use and development regulations other than those that apply within the City's boundaries; and provide for infrastructure for the Property, including the Public Improvements. It is further the intent and purpose of the Parties to provide for the annexation of the Property and to provide for the terms of annexation; specify the uses and development of the Property before and after annexation; and include other lawful terms and consideration, including establishing the means of and terms for financing the Public Improvements by the City and the Owner.

2.02 Consideration. The covenants of, benefits to, and performances by, the Parties set forth in this Agreement, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by the Parties.

2.03 Term. This Agreement shall have a 30-year term starting on the Effective Date (the "Term"); provided, however, this Agreement shall be void ab initio and shall have no force or effect if, and only if, Hillwood does not purchase the Property by the Closing Deadline. The term "Closing Deadline" shall mean one of the following events, whichever occurs last: (1) the 180th day after the Effective Date; or (2) 15 days after the date the City delivers written notice to Hillwood notifying Hillwood that the City has acquired all of the easements for the construction of the Water Line and the Sewer Line; the City has closed on the sale of the certificates of obligation needed to finance the Water Line and the Sewer Line (as defined in Article VI); and the City Council has approved a resolution approving distribution of the preliminary offering statement for the first series of PID bonds. Nothing herein shall obligate Hillwood to purchase the Property. If Hillwood purchases the Property from the Owner, Hillwood shall also be defined as the "Owner" and as a "Party" for purposes of this Agreement.

ARTICLE III
REGULATION OF DEVELOPMENT

3.01 Governing Regulations. Development of the Property shall be governed solely by the following:

(a) The Concept Plan attached as **Exhibit C** to this Agreement, as amended in accordance with the terms of this Agreement, as well as all future approved concept plans and site

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plans required for the development of Area F, as further described on **Exhibit D** (collectively, the "Required Concept Plans and Site Plans"). The Concept Plan attached as **Exhibit C** is a conceptual plan that illustrates how the Property could be developed with single family uses. The following information on the Concept Plan is informational only and subject to change by the Owner provided the changes meet the applicable requirements of the Development Regulations, the Subdivision Regulations, the Special Regulations, and the Engineering and Construction Standards (all as hereinafter defined): the lot layout, the location of different single family product types, the street layout, points of ingress and egress, and the location, size, shapes, and configuration of open space.

(b) The Planned Development Regulations for The Wells South Tract attached as **Exhibit D** to this Agreement (the "Development Regulations").

(c) The City's subdivision ordinance adopted by the City Council pursuant to Chapter 212 of the Texas Local Government Code (the "Subdivision Regulations"), as modified by the Special Regulations **Exhibit E** to this Agreement (the "Special Regulations").

(d) The City's building codes adopted by the City Council (the "Building Codes").

(e) The City's engineering and construction standards adopted by the City Council (the "Engineering and Construction Standards").

(f) The City's water and wastewater rules in Articles 13.03 and 13.04 of the City Code (the "Water and Wastewater Rules").

(g) The City's early model home policy, adopted by the City Council through the approval of Resolution No. 2015-13R adopted by the City Council on March 17, 2015 (the "Model Home Policy").

(h) Ordinance No. 2015-06 (the "Roadway Impact Fee Regulations").

(i) Article 10.02 of the City Code (the "Water and Sewer Impact Fee Regulations").

(j) The City's sign ordinance codified as Chapter 3, Article 3.07 of the City of Celina Code of Ordinances (the "Sign Ordinance").

(k) The Owner's final plats for portions of the Property that are approved, from time to time, by the City in accordance with this Agreement and the Subdivision Regulations (the "Approved Plats").

(l) The City's Code of Ordinances and all other City ordinances, as amended from time to time, that are generally applicable to all property within the City's corporate limits and that are not otherwise in conflict with this Agreement, including, but not limited to, Ordinance No. 2006-58 related to sex offender residency and ordinances imposing development fees that are not in conflict with Section 3.06. The City's Code of Ordinances and such other City ordinances shall collectively be referred to herein as the "City Ordinances."

Attachment: 2014.006.01e - MRF redline to LEGAL Wells South Amended Dev Agr- (1192 : Wells South Development Agreement Amendment)

The following shall hereinafter be referred to collectively as the "Governing Regulations": (i) the Concept Plan and the Required Concept Plans and Site Plans; (ii) the Development Regulations; (iii) the Subdivision Regulations; (iv) the Special Regulations; (v) the Building Codes; (vi) the Engineering and Construction Standards; (vii) the Water and Wastewater Rules; (viii) the Model Home Policy; (ix) the Water and Sewer Impact Fee Regulations, (x) the Roadway Impact Fee Regulations; (xi) the Sign Ordinance, (xii) the Approved Plats; and (xiii) the City Ordinances. The Governing Regulations are the exclusive development regulations, and no other ordinances, rules, regulations, standards, policies, orders, guidelines or other City-adopted or City-enforced requirements of any kind (including any moratorium adopted by the City after the Effective Date unless the City, in its reasonable discretion, determines that a moratorium applicable to the Property is an absolute necessity from a health and welfare standpoint and is applicable uniformly to at least the general vicinity of the Property) apply to the development of the Property with the exception of those regulations adopted to prevent the imminent destruction of property or injury of persons. Subject to the limitations set forth in Section 3.04, the Subdivision Regulations, Building Codes, Sign Ordinance, Engineering and Construction Standards, Water and Wastewater Rules, City Ordinances, Roadway Impact Fee Regulations, and Water and Sewer Impact Fee Regulations may be amended by the City from time to time during the Term of this Agreement and such amendments shall apply to the Property. The Governing Regulations and this Agreement shall continue to be applicable after annexation of the Property by the City. The Parties agree that the Concept Plan and Development Regulations constitute a "plan for development" as such term is used in Section 212.172, Texas Local Government Code.

Notwithstanding any other provisions of this Agreement, following annexation of the Property, the City may enforce any zoning ordinance adopted for the Property and the City's general zoning ordinance contained in Chapter 14 of the Code of Ordinances as currently existing or may be amended (together the "Zoning Regulations") against any End-Buyer of a fully developed and improved lot. The term "End-Buyer" means any owner, tenant, user, occupant, or homebuilder, but not a developer. The term "fully developed and improved lot" means any lot, regardless of proposed use, for which a final plat has been approved by the City and recorded in the deed records.

3.02 Concept Plan Revisions. The Concept Plan attached as **Exhibit C** (but not the total lot count) may be revised, from time to time, with only the approval of the City's staff, which approval shall not be unreasonably withheld, conditioned or delayed, if:

(a) the revision is approved, in writing, by the owners of all the property within the tracts being revised;

(b) the revision is approved, in writing, by the Owner;

(c) a revised Concept Plan is submitted to the City's staff concurrently with the submission of any preliminary plat covering any portion of the property subject to the change;

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(d) the cumulative effect of all revisions does not change the net acreage within any tract by more than 10% (based on the tracts as they are shown on the Concept Plan); and

(e) the maximum lot count of 1,351 single family living units in Areas A through E, as identified on the Concept Plan is not increased.

Nothing in this Section 3.02 shall eliminate the requirement for the Required Concept Plans and Site Plans for non-single family development within Area F to be approved in accordance with the Development Regulations, and this Section 3.02 shall not apply to such plans. City Council approval is required for all other revisions to the Concept Plan attached as **Exhibit C**. If the Concept Plan is revised as provided by this section, the revision shall be considered an amendment to this Agreement, and the City shall cause the revised Concept Plan to be attached to the official version of this Agreement on file in the Collin County deed records. After annexation of the Property into the corporate limits, this review standard for Concept Plan revisions will be incorporated into the PD zoning ordinance governing the Property.

3.03 Plat Extensions. If requested in writing by the Owner prior to the expiration date, any approved construction plat or construction drawings shall be automatically extended one time for one year. The City's staff shall provide the Owner written confirmation of such one-year extension upon receipt of the Owner's written request for such extension.

3.04 Impact of Revisions. Nothing in this Article III constitutes a waiver of the Owner's right to claim that a future adopted City ordinance: (A) does not apply to the Property based on the "vested rights" of the Owner, whether such rights arise under Chapter 43, as amended, or Chapter 245, as amended, Texas Local Government Code; (B) does not apply to the Property based on any other legal or equitable theory, whether based on existing or future common-law or state or federal statutes; or (C) constitutes an illegal exaction or a "taking" without compensation, excluding consideration of any improvements or fees agreed to by the Owner under this Agreement.

3.05 Conflicts. In the event of any conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, procedure, order, guideline or other City-adopted or City-enforced requirement for initial development by Hillwood, whether existing on the Effective Date or hereinafter adopted, or whether before or after annexation of the Property by the City, this Agreement shall control. In the event of any conflict between the Subdivision Regulations and the Special Regulations, the Special Regulations shall control. In the event of any conflict between any Approved Plat and any of the other Governing Regulations, the Approved Plat shall control. In the event of a conflict between this Agreement and the Subdivision Regulations, the Building Codes, the Model Home Policy, the Water and Sewer Impact Fee Regulations, the Engineering and Construction Standards, the Water and Wastewater Rules, or the City Ordinances, this Agreement shall control.

3.06 Exclusive Fees.

(a) Except as specifically described below in this Section 3.06, the Owner shall be subject to those lawfully adopted fees and charges due and payable to the City in connection with

Attachment: 2014.006.01e - MRF redline to LEGAL Wells South Amended Dev Agr- (1192 : Wells South Development Agreement Amendment)

the development of the Property, including, but not limited to, outdoor warning device fees, permit fees and inspection fees.

(b) A fee may be charged to fund the City's reasonable costs of hiring a third party to review engineering plans in connection with the design and construction of water, sewer, drainage, and roadway improvements.

(c) Notwithstanding anything to the contrary in this Section 3.06 or the Governing Regulations, no capital recovery fees including, but not limited to, pro rata fees, impact fees for water, sewer, and roadways, park fees, and other capital recovery fees, shall be charged against the Property other than the following:

(i) Development of the Property shall be subject to payment of park fees in the amount of $1,500 per residential dwelling unit. Other than the provisions of open space required by the Concept Plan and Development Regulations, no park land dedication or construction of park improvements shall be required, and no fee related to maintenance of park improvements shall be required other than PID assessments.

(ii) Water and sewer/wastewater impact fees adopted, assessed and collected in compliance with Chapter 395 of the Texas Local Government Code; and

(iii) Fees for roadways that equal the same amount as the City's Roadway Impact Fee Regulations ("Roadway Fees"). The Roadway Fees shall be assessed and collected in the same manner as Roadway Impact Fees are collected under the Roadway Impact Fee Regulations. The Roadway Fees are in consideration for the City agreeing not to collect the amount of pro-rata fees for roadways due under Ordinance No. 2015-06.

(d) In addition to the fees described above, because the Off-Site Utility Debt defined in Section 6.04 below took the form of City-issued certificates of obligation, the Owner will make a one-time escrow deposit with the City in an amount not to exceed $895,000 which amount will be calculate based on a formula that takes into consideration 50 percent of the interest rate savings between the Off-Site Utility Debt and the allocable share of such Off-Site Utility Debt attributable to the Development (not to exceed eight percent of the costs of Off-Site Improvements) financed at the same interest rate as the first series of PID Bonds (the "Escrow Funds"). The Escrow Funds will be paid when the City makes available to Hillwood the proceeds of the first series of PID Bonds. The City shall use the Escrow Funds only for regional park improvements within five miles of the Property. If the Escrow Funds have not been used prior to the expiration of the Term, such funds will be reimbursed to Hillwood. ~~The Escrow Funds are required only if the City finances all of the costs of the Water Line and the Sewer Line (as defined in Article VI) with certificates of obligation and no portion of the Water Line or the Sewer Line is financed with the proceeds of PID bonds.. If all or any portion of the Water Line or the Sewer Line is financed with PID bonds, the Escrow Funds described in this Section 3.06(d) shall not be required.~~

Attachment: 2014.006.01e - MRF redline to LEGAL Wells South Amended Dev Agr- (1192 : Wells South Development Agreement Amendment)

Attachment: 2014.006.01e - MRF redline to LEGAL Wells South Amended Dev Agr- (1192 : Wells South Development Agreement Amendment)

ARTICLE IV
ANNEXATION & ZONING

4.01 Annexation and Zoning.

(a) The Owner shall present a petition for annexation of the Property (the "Annexation Petition") prior to the City's consideration of any ordinance authorizing the issuance of PID Bonds (hereinafter defined). The Owner retains the right to withdraw the Annexation Petition if the City does not satisfy the terms of Section 4.02(a).

(b) Concurrently with submitting the Annexation Petition, Hillwood shall submit a zoning change application to the City requesting the Property be zoned consistent with the Governing Regulations pursuant to a planned development district ("PD") zoning ordinance.

(c) The City guarantees the extraterritorial status of the Property and its immunity from full purpose annexation by the City until the City has satisfied the conditions in Section 4.02 or this Agreement terminates in accordance with its terms. If the Owner exercises its right to withdraw the Annexation Petition pursuant to Section 4.02, the Property shall remain in the City's ETJ and be immune from full purpose annexation by the City until such time as the City has satisfied the conditions in Section 4.02 or this Agreement terminates in accordance with its terms.

(d) The Property annexed into the City shall be initially developed in accordance with the Concept Plan and Development Regulations regardless of the PD zoning of the Property after annexation, and nothing herein shall be construed to prevent the Property from being developed in accordance with such standards, provided, however, the Required Concept Plans and Site Plans must be approved for non-single family projects in Area F prior to issuance of buildings permits for those projects.

4.02 Conditions to Annexation Petition.

(a) The Owner's right to withdraw the Annexation Petition terminates after the City satisfies the following conditions:

(i) The City shall have executed this Agreement and recorded such fully-executed agreement in the real property records of Collin County, Texas; and

(ii) The City shall have approved a bond ordinance authorizing the issuance and selling of the first series of PID assessment revenue bonds in amounts sufficient to fund the Public Improvements that provide a special benefit to the Property (the first series and all subsequent series of bonds to be referred to herein as the "PID Bonds"); and

(iii) The City shall have approved a grant agreement with the Owner as described in Section 6.04(b) below.

(b) After the completion of all public hearings required by law for annexation and zoning, the following items will be considered for approval on the same City Council meeting agenda in the order noted, which meeting is expected to occur on November 10, 2015:

(i) first, an ordinance levying PID assessments on the Property and approving a Final Service and Assessment Plan for the PID;

(ii) second, a bond ordinance authorizing the issuance and selling of the first series of PID Bonds in amounts sufficient to fund the costs of the Public Improvements that provide a special benefit to the Property;

(iii) third, an annexation ordinance for the Property, the CR 83 Annexation Tract, and the CR 84 Annexation Tract;

(iv) fourth, an ordinance releasing the right-of-way easement over the CR 83 Easement Release Tract and the CR 84 Easement Release Tract in the form specified by Section 5.04(d); and

(iv) fifth, a PD zoning ordinance for the Property that is consistent with the terms of this Agreement.

The agenda shall state that each agenda item is to be considered and acted upon in the order in which it is listed on the agenda.

(c) Prior to posting a City Council agenda for consideration of the items described in the preceding paragraph, the City shall have (i) appropriated the funds for, and entered into contracts for the construction of, the Water Line and the Sewer Line, both as defined in Article VI; and (ii) satisfied the City's TIF financing obligations in Section 7.02.

4.03 Enforcement Rights After Annexation and Zoning. After annexation of the Property, this Agreement does not limit the City's enforcement rights.

ARTICLE V
ROAD INFRASTRUCTURE

5.01 Hillwood Road Infrastructure. Hillwood agrees to construct the following perimeter road or thoroughfare improvements (collectively, the "Road Improvements"):

(a) Hillwood agrees to submit construction drawings to the City for the first section of CR-84 improvements described on **Exhibit L** before the earlier of City issuance of the 500th building permit for the Property or the issuance of the third series of PID Bonds, and to construct such improvements following the City's annexation of, and acquisition of right-of-way and easements needed from third parties for, the full width of the applicable portion of CR-84, as well as the City's approval of the construction drawings and issuance of all required permits.

(b) Hillwood agrees to submit construction drawings to the City for the second section of CR-84 improvements described on **Exhibit L** before the earlier of City issuance of the 750th building permit for the Property or the issuance of the fourth series of PID Bonds, and to construct such improvements following the City's annexation of, and acquisition of right-of-way and easements needed from third parties for, the full width of the applicable portion of CR-84, as well as the City's approval of the construction drawings and issuance of all required permits.

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(c) Hillwood agrees to submit construction drawings to the City for portions of the CR-83 and Coit Road improvements adjacent to the Property concurrently with the platting and development of adjacent portions of the Property as described and depicted on **Exhibit L**, and to construct such improvements following the City's annexation of, and acquisition of right-of-way and easements needed from third parties for, the full width of the applicable portions of CR-83 and Coit Road, as well as the City's approval of the construction drawings and issuance of all required permits. Such construction drawings may be a separate submittal from the plat for the adjacent portions of the Property. The Coit Road improvements include 100 percent of the four-lane Coit Road alignment bisecting the Property and 50 percent of the two-lane Coit Road alignment shared by adjacent owners (along a portion of the southwest Property boundary). Two of the four-lane Coit Road improvements bisecting the Property will be constructed concurrently with the platting and development of adjacent portions of the Property (i.e., if one side of Coit Road is platted, such plat does not trigger the construction obligation for all four lanes).

(d) Prior to commencement of construction of any Road Improvements, Hillwood shall submit to the City for review the proposed construction contracts and bids. The City may object to such contracts and bid amounts within 30 days of receiving them from Hillwood if the City provides a bid from a qualified contractor willing to complete the work for at least 10 percent less than the proposed Hillwood bid for the same work. Hillwood and the City shall work together to construct the Road Improvements at a competitive cost; however, competitive bidding and performance bonds shall not be required. In addition, no security, such as a bond or letter of credit, shall be required from Hillwood to secure completion of the Road Improvements, but a payment and maintenance bond shall be provided to the City by Owner as required by the Subdivision Regulations. The Owner shall be responsible for 56 percent of the cost of such bonds, and the City shall be responsible for the other 44 percent of the cost, consistent with Section 5.02(a) below.

(e) Following City approval of any construction plans described above in this Section 5.01 and the City's approval of bids for such construction, Hillwood agrees to diligently pursue such construction until completion of the improvements. If Hillwood fails to diligently pursue such construction, such failure shall be subject to the notice provision and an opportunity to cure in accordance with Section 8.01. If Hillwood fails to diligently pursue such construction after receipt of a written notice and an opportunity to cure in accordance with Section 8.01, Hillwood shall automatically forfeit $15,000 of the Roadway Fees rebate described in Section 5.02(c) for each 30-day period, or portion thereof, during which Hillwood fails to diligently pursue such construction.

5.02 Funding of Right-of-Way and Construction of Road Improvements.

(a) Hillwood's obligation to fund and cause to be constructed the Road Improvements described above is conditioned upon the City funding 44 percent of all costs of such Road Improvements, including, but not limited to City fees (the "City Contribution") in accordance with this Section 5.02. Hillwood is responsible for funding the remaining 56 percent of all costs of such Road Improvements ("Hillwood Contribution"). Hillwood shall give the City at least 180 days written notice that Hillwood will be proceeding with any construction that requires a City Contribution. The City shall place the applicable City Contribution in escrow by the end of such 180-day notice period, and if the City fails to do so after receipt of a written notice and an

opportunity to cure in accordance with Section 8.01, (1) Hillwood's obligation to fund and construct the applicable Road Improvements shall automatically be deferred until the subsequent phase of development of the Property, at which time the provisions of this paragraph shall apply; or (2) if Hillwood must construct the applicable Road Improvements to provide required access to the Property, the amount of the unfunded City Contribution shall accrue interest at an annual percentage rate equal to the U.S. prime rate plus two percent as of the end of the City's period to cure in accordance with Section 8.01 until such time as the City places the City Contribution in escrow. The City shall pay the City Contribution to Hillwood within 30 days after the applicable Road Improvements are completed and accepted by the City, and any failure by the City to do so shall defer Hillwood's obligation to construct or fund any Road Improvements until such time as all City Contributions owed to Hillwood under this Agreement have been paid in full to Hillwood.

(b) The City agrees that Hillwood may fund its share of the costs of the Road Improvements from the proceeds of the PID Bonds to the extent the improvements provide a special benefit to the Property. The City Contribution shall be funded with any City revenue excluding the proceeds of PID Bonds.

(c) The City shall reimburse to Hillwood $1,~~15~~00,000 from the payment of the first $1,~~15~~00,000 of Roadway Fees assessed and collected from the Property as permitted by Section 3.06(c) above in exchange for the dedication requirements in Section 5.04, below, of right-of-way for the Road Improvements and to offset Hillwood's Contribution. All Roadway Fees paid on the Property to the City shall be held in a segregated account and paid to Hillwood once each quarter on January 1, April 1, July 1, and October 1 of each year until Hillwood is paid $1,~~15~~00,000. The City shall keep any Roadway Fees collected in excess of $1,~~15~~00,000. ~~If the City defaults on its obligation to pay these fees to Hillwood, the obligation in Section 3.06(c) to pay any additional Roadway Fees shall be suspended until the City cures the default.~~

(d) In addition to the penalty described in Section 5.01(e), if the Owner does not timely build the Road Improvements or fails to timely pay Hillwood Contribution amounts due to the contractor after receipt of a written notice and an opportunity to cure in accordance with Section 8.01, the Owner shall not be entitled to collect payments of Roadway Fees pursuant to Section 5.02(c) until the Owner begins/resumes performance or makes the payments owed.

(e) With the exception of the construction obligations above in this Article V and the obligation to fund on-site local streets within the Property necessary for development, Hillwood shall have no obligation to fund or construct Road Improvements.

5.03 City Road Infrastructure. The City will fund and/or construct any additional lanes for improvements to Coit Road above the Hillwood required lanes.

5.04 Hillwood Dedications; City Release of Easements.

(a) Hillwood will dedicate to the City one-half of the 60-foot right-of-way required for improving the portion of CR-83 and CR-84 adjacent to the Property, and one-half of the 120-foot right-of-way required for improving the portion of Frontier Parkway adjacent to the Property, the value of which shall be credited as the City's local match for the purpose of

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securing grant funds from Collin County for improvements to Frontier Parkway, CR-83, and CR-84 described and depicted on Attachment 3 to **Exhibit D**.

(b) Except as otherwise provided in this paragraph, Hillwood will dedicate to the City right-of-way for the full 120-foot width of Coit Road described and depicted on Attachment 3 to **Exhibit D**. Hillwood will dedicate to the City right-of-way for one-half of the 120-foot width of Coit Road where the road abuts the Property on one side and other property on the opposite side (along a portion of the southwest Property boundary).

(c) With the exception of the dedication requirements of this Section 5.04, there are no requirements to dedicate right-of-way for Coit Road or perimeter roads. The dedication requirements of this Section 5.04 are conditioned upon the City annexing the future right-of-way to be dedicated.

(d) The City agrees to approve a release of the existing recorded road easement over the CR 83 Easement Release Tract and the CR 84 Easement Release Tract at the same time the City annexes the Property, the CR 83 Annexation Tract, and the CR 84 Annexation Tract. The form of release to be approved by the City Council is attached as **Exhibit I** to this Amendment. **Exhibit I** to this Amendment provides that the release shall become effective when the first future segment of Coit Road through the Property, as described in Section 5.01(c) and as shown on the Concept Plan, is completed and accepted by the City. The Parties agree that Hillwood's dedications pursuant to this Section 5.04 and the payment of Roadway Fees required by this Agreement are adequate consideration for this release and equal or exceed the fair market value of the easement to be released. The CR 83 Easement Release Tract and the CR 84 Easement Release Tract will be included in Areas C, D, and E as shown on the Concept Plan, and have been included in the gross and net acreages described in the land use area summary table shown on the Concept Plan.

(e) The City agrees to maintain the 60-foot wide strip of CR 83 right-of-way dedicated as part of the Oxford Farms Addition plat as long as the public right-of-way easement over that strip of land exists. If the City releases the right-of-way easement, the City agrees to require, as a condition of that easement release, that the fee owners of that strip of land maintain the former easement area free of weeds and debris at all times.

5.05 Thoroughfare Design and Construction. For purposes of this Agreement, the City agrees that the following roadway designations and ultimate right-of-way widths apply to segments of each of the following roads adjacent to, or within, the Property described and depicted on Attachment 3 to **Exhibit D**:

(a) Coit Road and Frontier Parkway shall each be major arterials within 120 feet of right-of-way as described on Attachment 3 of **Exhibit D**.

(b) CR-83 and CR-84 shall each be major collectors within 60 feet of right-of-way as described on Attachment 3 of **Exhibit D**.

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Hillwood's construction obligations for each of the roads described and depicted on Attachment 3 to **Exhibit D** is limited to paving and drainage improvements. Water, sewer, and dry utility work is excluded from such construction obligation.

5.06 CR-84 Maintenance Obligation. Owner will deposit with the City $150,000 (the (the "CR-84 Maintenance Funds") when the City makes available to Hillwood the proceeds of the first series of PID Bonds. The City will use the CR-84 Maintenance Funds to maintain CR-84 until such time as construction of the first section of CR-84 improvements described in Section 5.01 above begins. Once construction begins, the City shall refund to Owner all unused amounts in the Maintenance Fund to be applied to construction costs related to CR-84 improvements. Such amounts are not credited against the City's 44 percent construction cost contribution. The $150,000 contribution is the Owner's only obligation to fund the maintenance of CR-84.

5.07 Construction Entrance. Until such time as the applicable Road Improvements described and depicted on **Exhibit L** are constructed, Hillwood will designate with its contractors a construction entrance along FM 1461.

ARTICLE VI
UTILITY SERVICE PLAN

6.01 General. It is anticipated that the Development will occur in phases. Further, other areas within the City's corporate boundaries are expected to continue to develop over time. Accordingly, it is understood and agreed that a reliable long term source of treated water supply and wastewater treatment will be needed by the City so that utility capacities will be available at times and in amounts needed to meet the ultimate requirements of the Development and other areas of the City as they develop. It is recognized, however, that as of the Effective Date, the City does not own sufficient treated water supply and distribution facilities or wastewater collection or treatment improvements or capacities to meet such needs. However, the Parties have agreed upon a plan for meeting the treated water and wastewater needs of the Parties, including the financing thereof.

6.02 Water Service.

(a) Retail Service; CCN Matters. The Parties acknowledge that the City has a CCN to provide retail water service to certain areas that include the Property. The Parties acknowledge and agree that water capacity will be needed in phases as the Development progresses. The City represents and confirms that it will provide water service at times and in amounts sufficient to meet the service demands of the Development, including, without limitation, for the Owner's anticipated first phase of single family lots in the Development. Based upon the foregoing, the Owner acknowledges and agrees to the City's designation as the sole and exclusive retail service provider to the Property. From time to time and within 10 business days after receiving a written request from the Owner, the City will provide to the Owner a "will serve" letter confirming sufficient water capacity to serve the next phase of the Development.

(b) UTRWD Wholesale Water Supply Contract. The City has entered into a Participating Customer Treated Water Supply Contract, dated February 14, 2000, as amended

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September 22, 2003, with the Upper Trinity Regional Water District ("UTRWD") for wholesale treated water supply which contract may be amended from time to time. The City agrees to amend or take such other appropriate action necessary to secure water supply for the Development at times and in amounts as will permit the continuous and orderly development of the Property pursuant to the Concept Plan and Development Regulations, including, without limitation, for the Owner's anticipated first phase of single family lots in the Development. The City agrees to request input from the Owner for planning purposes, and the Owner agrees to provide information as may be reasonably requested from time to time by the City, to enable the City to plan for the water service demands of the Development.

(c) Water Distribution Line. In order to serve the Development, the City will construct an offsite water distribution line, together with the necessary appurtenances thereto (the "Water Line"), which Water Line will be planned and engineered with the input of the Owner, the City, and UTRWD. The general alignment for the Water Line is depicted on **Exhibit J**. The City's engineer shall have final approval over the design construction plans. The City or its designee shall complete construction of the Water Line and have it available to provide service by June 30, 2016.

(d) Water Line Costs. The City will fund all costs of engineering and constructing the Water Line (including, without limitation, any required easement acquisitions needed from third parties) to the perimeter boundary of the Property as indicated on **Exhibit J**.

6.03 Wastewater Service.

(a) Retail Service; CCN Matters. The Parties acknowledge and agree that sanitary sewer capacity will be needed in phases as the Property develops. The City represents and confirms that it will provide sanitary sewer service at times and in amounts sufficient to meet the service demands of the Development, including, without limitation, for the Owner's anticipated first phase of single family lots in the Development. The Parties acknowledge that the City has a sewer CCN to provide retail sewer service to certain areas, but not the Property. Within 90 days after annexation of the Property, the City agrees to expand City sewer CCN No. 20764 to include the Property. Based upon the foregoing, the Owner acknowledges and agrees to the City being designated as the sole and exclusive retail sewer service provider for the Property. From time to time and within 10 business days after receiving a written request from the Owner, the City will provide to the Owner a "will serve" letter confirming sufficient sewer discharge capacity to serve the next phase of Development.

(b) Wholesale Waste Treatment Contract. The City entered into a contract for the provision of wastewater collection and treatment services, dated December 7, 2006, and amended December 13, 2007, with UTRWD, which contract may be further amended from time to time. The City agrees to take all appropriate action necessary to secure wastewater collection and treatment services for the Development at times and in amounts as will permit the continuous orderly development of the Property pursuant to the Concept Plan and Development Regulations, including, without limitation, for the Owner's anticipated first phase of single family lots in the Development. The City agrees to request input from the Owner for planning purposes and the Owner agrees to provide information as may be reasonably requested from time to time by the City to plan for the wastewater service demands of the Development.

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(c) Wastewater Collection Line. In order to serve the Development, the City will construct a 27-inch offsite wastewater collection line, together with necessary appurtenances thereto, as depicted on **Exhibit K** (the "Sewer Line"), that will allow (1) the wastewater from the majority of the Property to gravity flow into the City's offsite wastewater collection line; and (2) the wastewater from the northeast corner of the Property to flow from a proposed eight-inch sanitary sewer line identified on **Exhibit K** as segment S4 (the "8-Inch Line") east to segment S3 of the Sewer Line, as depicted on **Exhibit K**. Segment S4 will be an eight-inch line notwithstanding anything to the contrary on **Exhibit K**. The Sewer Line will be planned and engineered with the input of the City and the wholesale supplier of wastewater collection and treatment services. The general alignment for the Sewer Line and connection points are depicted on **Exhibit K**. The City agrees to design and construct the 8-Inch Line. Hillwood agrees to reimburse the City for the costs of engineering, surveying, geotechnical work, and construction of the 8-inch line, prior to, and as a condition to, making any connections to the 8-Inch Line. The City or its designee shall complete construction of the 8-Inch Line and the Sewer Line by June 30, 2016. If the City or its designee has not completed construction of the 8-Inch Line and the Sewer Line by June 30, 2016, the City, at its sole cost and expense, shall pump and haul wastewater from the Development until the 8-Inch Line and the Sewer Line are available to serve the Development. **GABE NEEDS TO REVIEW THIS SECTION**

(d) Sewer Line Costs. The City or its designee will fund all costs of engineering and constructing the Sewer Line (including, without limitation, any required easement acquisitions needed from third parties) to the perimeter boundary of the Property as indicated on **Exhibit K**.

6.04 Public Finance of the Water and Sewer Line.

(a) The City will satisfy all or a portion of its funding obligation for the Water Line and the Sewer Line by using its best efforts to issue debt (the "Off-Site Utility Debt") by October 1, 2015, then using the proceeds of such Off-Site Utility Debt to fund construction of the Water Line and the Sewer Line.

(b) Prior to annexing the Property, the City will levy PID assessments on the Property in an amount equal to the costs of the allocable share of the Water Line and the Sewer Line providing a special benefit to the Property, which share shall be eight percent of the costs of such Water Line and Sewer Line as such costs are reflected in the construction contracts the City awards for those improvements (the "Off-Site Utility Assessments"), and the City will enter into a grant agreement with the Owner, for the benefit of all future owners of the Property, pursuant to Texas Local Government Code Chapter 380 or the TIF Act that provides for a credit to the ~~payment of the~~ annual installments of such Off-Site Utility Assessments ~~from a lawfully available source of funds that is not subject to annual appropriations~~ (the "Off-Site Utility Credit~~Grant~~ Agreement"). The overall scope of the Water Line and Sewer Line is described on **Exhibit M**; however, the share providing a special benefit to the Property shall ~~not exceed~~be eight percent of the costs of such Water Line and Sewer Line as such costs are reflected in the construction contracts the City awards for those improvements in the event the City does not award contracts for the full scope described on **Exhibit M**. The Off-Site Utility Credit~~Grant~~ Agreement will provide for an offset or credit against the Off-Site Utility Assessments (first on a parcel-by-parcel basis, then on a pooled basis as described in the PID service and assessment plan) in an annual amount equal to the cash balance of ad valorem taxes collected by the City

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from the Property during the previous year (collectively, the "Annual Off-Site Utility Credit~~Grant~~ Amount"). The City will prepare each year an updated PID assessment roll confirming the amount of the annual installment owed on the Off-Site Utility Assessments and the reduced assessment amount burdening the Property for the Off-Site Utility Assessments after the City applies against the annual installment for the Off-Site Utility Assessments the Annual Off-Site Utility Credit~~Grant~~ Amount.

(c) ~~Any installment payment of the Off-Site Utility Assessments made by the Owner will be reimbursed promptly by the City to the Owner from the Annual Off-Site Utility Grant Amount, but only to the extent the Annual Off-Site Utility Grant Amount exceeds those funds required to reduce to zero that year's annual installment payments for the Off-Site Utility Assessments (the "Excess Annual Off-Site Utility Grant Amount"). Any installment payments of the Off-Site Utility Assessments made by the Owner, and not reimbursed as aforesaid, shall accumulate (the "Cumulative Owner Debt Service Payments") and be reimbursed promptly by the City to the Owner from any Excess Annual Off-Site Utility Grant Amount currently or previously received by the City (and not previously reimbursed to the Owner).~~

~~(d)~~ The Cumulative Owner Debt Service Payments will bear interest at the same fixed rate as the Internal Revenue Service arbitrage yield rate for the first series of Off-Site Utility Debt issued. Once the Cumulative Owner Debt Service Payments, plus interest, have been fully reimbursed by the City to the Owner as aforesaid, and if the ad valorem taxes collected from the Property during the year in question and the prior year equal or exceed one hundred fifty percent (150%) of the annual debt service for the Off-Site Utility Debt based on a confirming audit, then the Off-Site Utility Assessments will be permanently reduced to zero. The Off-Site Utility Grant Agreement will terminate upon the later to occur of the assessment on the Property for the Off-Site Utility Assessments being permanently reduced to zero as aforesaid or the reimbursement by the City to the Owner of all unpaid Cumulative Owner Debt Service Payments plus interest on such payments.

6.05 Retail Service Rates. It is the express intent of the Parties that the retail water and sanitary sewer rates for each classification of customer will be throughout the portions of the City limits for which the City controls the CCN. Consequently, the retail rates for water and sanitary sewer service to be provided to the future residents and commercial customers within the Property after annexation shall be at all times and in all respects the same as charged to the same classification of customers within the portions of the City limits for which the City controls the CCN.

ARTICLE VII
INFRASTRUCTURE FINANCING

7.01 PID Financing.

(a) Following the receipt of a petition for creation of the PID that is in compliance with the PID Act, the City shall create the PID to satisfy the City's obligations under Section 6.04 and to fund all or a portion of the Public Improvements that will confer a special benefit upon the Property. Concurrently with the Owner's submittal of the petition seeking creation of the PID, the Owner shall deliver to the City a petition for dissolution of the PID, which shall be held in

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trust by the City and used by the City to dissolve the PID if Hillwood does not purchase the Property by the Closing Deadline.

(b) As soon as reasonably practicable following a request by the Owner, and provided the City's financial advisor confirms the bonds are credit worthy and marketable to third party institutional investors, the City agrees to adopt an ordinance authorizing the issuance of the PID Bonds. The City's adoption of an ordinance authorizing the issuance of the first series of PID Bonds is a prerequisite to the City's annexation of the Property. Hillwood's purchase of the Property, and the City's annexation of the Property, are each prerequisites to the City's closing on the sale of the first series of PID Bonds. The ordinance levying PID assessments may, in the City's sole discretion, be withheld from filing as a lien against the Property by the City until the City confirms that Hillwood has purchased the Property and that this Agreement will not be void ab initio as provided in Section 2.03 above. The total of all PID Bonds shall not exceed $42,450,000.00 without City Council approval of an increase.

(c) PID funding of the Public Improvements, as authorized by the PID Act and approved by the City, will include to the maximum extent authorized by State law: (i) annual payments by each owner to the City of PID assessments; (ii) the issuance by the City of PID Bonds secured by such assessments and/or other security; (iii) the issuance by the City or other issuer of other bonds secured by PID assessments and/or other security; and (iv) any other method approved by the Parties.

(d) The Public Improvements to be funded by the PID will be the same as those described in the PID Service and Assessment Plan, which Public Improvements confer a special benefit on the Property (the "PID Projects").

(e) The total estimated cost of the PID Projects (the "PID Project Costs") will be as stated in the PID Service and Assessment Plan, as amended. The PID Project Costs will include the cost of two-year maintenance bonds for all Public Improvements funded with the proceeds of PID Bonds.

(f) The City and the Owner will jointly determine the PID Project Costs and prepare a Service and Assessment Plan for the PID. After the City approves the final PID Project Costs, prepares a proposed assessment roll based thereon, and files the Service and Assessment Plan and proposed assessment roll with the Secretary for the City for public inspection, the City will levy special assessments against the Property. The City shall review and update the Service and Assessment Plan consistent with the requirements of Section 372.013(b) of the PID Act. As needed for consistency with the updated Service and Assessment Plan and consistent with the requirements of Sections 372.019 and 372.020 of the PID Act, the City shall make supplemental assessments, reassessments or new assessments such that assessments reflect the updated PID Project Costs. As needed to implement the Service and Assessment Plan, the City and the Owner will enter into a PID reimbursement agreement that provides for the Owner's construction of certain PID Projects and the City's reimbursement to the Owner of certain PID Project Costs.

(g) The City will use its reasonable efforts to issue one or more series of PID Bonds secured, in whole or in part, by assessments levied against benefited property within the PID. The net proceeds from the sale of PID Bonds (i.e., PID administration costs, net of costs and

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expenses of issuance and amounts for debt service reserves and capitalized interest) will be used to pay PID Project Costs. Notwithstanding the foregoing, the obligation of the City to issue PID Bonds is conditioned upon the adequacy of the bond security and the financial ability and obligation of the Owner to pay the amount, if any, by which PID Project Costs exceed the net proceeds from the sale of PID Bonds and the amount, if any, of cost overruns. The City may require the Owner to secure its obligation to pay such deficit and cost overruns by providing a performance bond, letter of credit, lender set-aside letter, or other security acceptable to the City prior to the issuance of the PID Bonds. The net proceeds from the sale of the PID Bonds will be deposited in and disbursed from a construction fund created and administered pursuant to the indenture under which the PID Bonds are issued.

7.02 TIF Financing. As a prerequisite to the City's annexation of the Property, the City will, on its own initiative and in compliance with the TIF Act, (a) create a tax increment reinvestment zone ("TIRZ") that includes the Property; (b) approve a project and finance plan that dedicates to the tax increment fund (the "TIF Fund") ~~100 percent of all real property ad valorem taxes from the TIRZ during the Term for the purpose of funding the Annual Off-Site Utility Grant Amount, which grants are qualified project costs, and~~ 70 percent of all real property ad valorem taxes from the TIRZ, until the payment obligation to Hillwood set forth in 7.02(c) is satisfied,~~during the Term~~ to reimburse Hillwood for expenditures related to ~~for all other~~ qualified project costs approved in the project plan and financing plan; and (c) approve an ~~development~~ agreement granting all TIF Fund revenue to Hillwood for qualified project costs, including interest, until the earlier of (i) September 30, 2025 or (ii) $532,345 has been paid to Hillwood~~such costs have been fully reimbursed to Hillwood. The term of the TIRZ will be the greater of the term of the first series of PID Bonds issued by the City or 20 years~~.

7.03 County Participation in TIF Financing. The City will use best efforts to obtain Collin County participation in the TIRZ in order to fund qualified roadway projects. Any County participation shall be allocated equally between Owner and the City to reduce the amounts required to be paid by each for the Road Improvements.

7.04 Costs for Non-Bank Qualified Bonds. If in any calendar year (including 2015) 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 Texas Tax Code Chapter 311 or bonds authorized by the PID Act, then the Owner 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 Owner 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 Owner, 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 Owner, as applicable).

To the extent any developer(s) or owner(s) (including the Owner, 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 Owner, 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 Owner, 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.

Notwithstanding anything contained herein to the contrary, under no circumstances shall the PID Bond Fee payable by the Owner exceed $150,000 in the aggregate during any one calendar year.

ARTICLE VIII
EVENTS OF DEFAULT; REMEDIES

8.01 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than five business days after written notice of the alleged failure has been given in the case of a default of an obligation to make a payment required under this Agreement and 30 days after written notice of the alleged failure in all other cases). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If a Party who has received notice under this Section 8.01 cannot cure an alleged failure to perform within 30 days after receipt of written notice, such Party shall give written notice to the other Party within such 30 day period (a) stating that the Party cannot cure the alleged failure within 30 days after receipt of written notice, and explaining the reason; and (b) providing a date by which such Party can reasonably cure the alleged failure ("Cure Time Notice"). A Party who does not timely provide a Cure Time Notice shall be deemed to be able to cure the alleged failure to perform within 30 days after the initial written notice of the alleged failure has been given.

8.02 Remedies. In addition to the remedies provided by Sections 5.01(e) and 5.02(d), if a Party is in default, the aggrieved Party may, at its option and without prejudice to any other

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right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, and injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL:

(a) entitle the aggrieved Party to terminate this Agreement; or

(b) entitle the aggrieved Party to suspend performance under this Agreement unless (i) the portion of the Property for which performance is suspended is the subject of the default, or (ii) the portion of the Property for which performance is suspended is owned or controlled by the owner or developer in default (for example, the City shall not be entitled to suspend its performance with regard to the development of "Tract X" by "Developer A" based on the grounds that any other developer is in default with respect to any other tract but may suspend performance with regard to development of "Tract X" and all tracts owned by "Developer A" if "Developer A" is in default on "Tract Y"); or

(c) entitle the aggrieved Party to seek or recover monetary damages of any kind; or

(d) limit the term.

8.03 Limited Waivers of Immunity. The City does not waive or surrender any of its governmental powers, immunities, or rights, except to the extent permitted by law and necessary to allow the Owner to enforce its remedies under this Agreement.

THE CITY CONFIRMS ITS IMMUNITY FROM SUIT AND IMMUNITY FROM LIABILITY IS WAIVED WITH RESPECT TO THE ENFORCEMENT OF THIS AGREEMENT BY THE OWNER.

8.04 PID Notices. When selling any of the Property, the Owner shall provide notices in a form required by Section 5.014 of the Texas Property Code, as amended, to anyone who purchases property within the PID notifying the purchaser: (a) that the property is located in the PID; (b) that the City has issued or may issue PID Bonds; (c) that the City has levied or may levy PID assessments; (d) of the unpaid reimbursement amount of the PID assessment against the Property; (e) of the estimated annual installments if PID assessments are not paid in full; and (f) of the estimated duration of the PID assessment and annual installments. Further, the Owner and subsequent owners shall all require builders selling homes to continuously post a notice of the PID assessments in a conspicuous location in each model home and provide an explanation of the PID assessments in written brochures and promotional materials given to each prospective purchaser. Notwithstanding Article X, this Section 8.04 applies to all owners of all or any portion of the Property.

ARTICLE IX
ASSIGNMENT AND ENCUMBRANCE

9.01 Assignment by Owner to Successor Owners.

(a) The Owner has the right (from time to time) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Owner under this Agreement to

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any person or entity (an "Assignee") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control by the Owner (a) without City consent, but with notice to the City, if to Hillwood; or (b) with the City's prior written consent, if to any other person or entity other than Hillwood, provided that the Owner is not in breach of this Agreement at the time of such assignment. An Assignee is considered the "Owner," a "Party," and "Hillwood" under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Assignee.

(b) Notice of each proposed assignment to an Assignee shall be provided to the City at least 15 days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Assignee who the City may contact for additional information regarding the experience and background of the Assignee.

(c) Each assignment shall be in writing executed by the Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned, and shall contain a representation by the Assignee acknowledged by a notary public that the Assignee has the financial ability to timely perform the assigned obligations. A copy of each fully executed assignment to an Assignee shall be provided to all Parties within 15 days after execution. From and after such assignment, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that the Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, the Owner shall not be released until the City receives such copy of the assignment.

(d) No assignment by the Owner shall release the Owner from any liability that resulted from an act or omission by the Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing.

(e) The Owner shall maintain written records of all assignments made by the Owner to Assignees, including a copy of each executed assignment and the Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

9.02 Assignment by the City. The City shall not assign this Agreement.

9.03 Encumbrance by Owner and Assignees. The Owner and Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including notice information for the lender, then that lender shall have the right, but not the

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obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in accordance with the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial unless otherwise agreed to in writing by lender and the City. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

9.04 Transfer of Warranties. Any Public Improvements that are transferred to the City shall be accompanied by all applicable third-party bonds and warranties related to construction and maintenance of such Public Improvements, as required by the Subdivision Regulations and State law.

9.05. **OWNER'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/OWNERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.**

(a) THE OWNER ACKNOWLEDGES AND AGREES THAT:

(I) THE PUBLIC IMPROVEMENTS TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY PURSUANT TO SECTION 3.06(C) AND (D) OF 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 OWNER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC IMPROVEMENTS IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE OWNER'S ANTICIPATED IMPROVEMENTS AND OWNER'S DEVELOPMENT PLACES ON THE CITY'S INFRASTRUCTURE.

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(iii) Subject to receiving Roadway Fee credits and the City Contribution required by this Agreement, the Owner 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 Section 5.04 of this Agreement is roughly proportional to the benefit received by the Owner for such land, and the Owner hereby waives any claim therefor that it may have; and (b) all prerequisites to such determination of rough proportionality have been met, and any value received by the City relative to said conveyance is related both in nature and extent to the impact of the Development of the Property on the City's infrastructure. The Owner and the City further agree to waive and release all claims one may have against the other related to any and all: (a) claims or causes of action based on illegal or excessive exactions; and (b) rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the Public Infrastructure.

(b) This Section 9.05 shall survive the termination of this Agreement.

ARTICLE X
RECORDATION, RELEASES, AND ESTOPPEL CERTIFICATES

10.01 Binding Obligations. Pursuant to the requirements of Section 212.172(f) of the Texas Local Government Code, this Agreement, and all amendments hereto, shall be recorded in the deed records of Collin County. In addition, all assignments of this Agreement shall be recorded in the deed records of Collin County. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns permitted by this Agreement and upon the Property; 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 specific lots; provided that this provision shall not negate the End-Buyer's obligation to comply with the City's ordinances or for the payment of ad valorem taxes and assessments (including assessments that result from the application of this Agreement) applicable to such End-Buyer's property. For purposes of this Agreement, the Parties agree that the term "land use and development regulations that apply to specific lots"

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mean the Governing Regulations and the Zoning Regulations (including any authorized revisions thereto).

10.02 Releases. From time to time upon the written request of the Owner, the City shall execute, in recordable form, a release of this Agreement if the Owner's obligations under this Agreement have been satisfied, subject to the continued application of the Governing Regulations. The Owner shall pay the City $1,000 at the time of the Owner's request for a release for each release in excess of one per calendar year.

10.03 Estoppel Certificates. From time to time upon written request of the Owner, if needed to facilitate a sale of all or a portion of the Property or a loan secured by all or a portion of the Property, the City will execute, to its reasonable knowledge and belief, a written estoppel certificate in a form and substance satisfactory to the City identifying any obligations of the Owner under this Agreement that are in default. The Owner shall pay the City $1,000 at the time of the Owner's requests for an estoppel certificate for each request in excess of one per calendar year.

ARTICLE XI
ADDITIONAL PROVISIONS

11.01 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement; and (d) constitute a legislative finding by the City Council. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

11.02 Notices. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) shall be in writing, shall be signed by or on behalf of the Party giving the notice, and shall be effective as follows: (a) on or after the 10th business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by FAX; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the notice is addressed); or (c) otherwise on the day actually received by the person to whom the notice is addressed, including, but not limited to, delivery in person and delivery by regular mail or by E-mail (with a confirming copy sent by FAX). Notices given pursuant to this section shall be addressed as follows:

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To the City:	Attn: Mike Foreman, City Manager City of Celina 302 W. Walnut St. Celina, Texas 75009 E-mail:mforeman@celina-tx.gov TEL: (972) 382-2682 FAX: (972) 382-3736
With a copy to:	Attn: Lance Vanzant Hayes, Berry, White & Vanzant, LLP 512 W. Hickory St., Ste. 100 Denton, TX 75206 E-mail: lvanzant@hbwvlaw.com TEL: (940) 387-3518 FAX: (866) 580-1744
With a copy to:	Attn: Julie Fort Messer, Rockefeller & Fort , P.L.L.C. 6351 Preston Rd., Ste. 350 Frisco, Texas 75034 E-mail: julie@txmunicipallaw.com TEL: (972) 668-6400 FAX: (972) 668-6414
To the Owner:	Attn: Ms. Marianne D. Wells The George White Family Limited Partnership E-mail:mdwells50@gmail.com TEL: (410) 207-1938 FAX:
To Hillwood:	Attn: Brian Carlock Hillwood Enterprises, L.P. 3090 Olive Street, Suite 300 Dallas, Texas 75219 E-mail:brian.carlock@hillwood.com TEL: (972) 201-2932 FAX: (972) 201-2959

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With a copy to: Attn: Misty Ventura
Shupe Ventura Lindelow & Olson, PLLC
9406 Biscayne Blvd.
Dallas, Texas 75218
E-mail:misty.ventura@svlandlaw.com
TEL: (214)328-1101
FAX: (800) 519-3768

11.03 Reservation of Rights. This Agreement constitutes a "permit" within the meaning of Chapter 245, Texas Local Government Code, as amended, for Hillwood's Development, as defined herein. In addition, to the extent the City fails to provide adequate and continuous retail water and sewer service in accordance with the requirements of the CCNs, the Owner does not waive (and expressly reserves) the right to seek retail water and sewer services from an alternative provider and, if required to obtain such services, seek decertification of the CCNs. In the event the voluntary annexation as contemplated in Article IV is not completed, the City expressly reserves its authority to unilaterally annex the Property pursuant to Chapter 43 of the Texas Local Government Code, as amended, so long as the annexation conditions of Section 4.02 have been fully satisfied.

11.04 Water Wells. To the extent allowed by state law, water wells may be drilled within the Property for the limited purposes of providing construction water, irrigation water and water required for amenity lakes and other water features; subject, however, to all applicable rules and regulations of Collin County, the City, and the Texas Commission on Environmental Quality or other State agency having regulatory authority.

11.05 Interpretation. The Parties and Hillwood acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

11.06 Enforceability. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions and that the performance by the Parties under this Agreement is authorized by Section 212.172 of the Texas Local Government Code.

11.07 Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, such unenforceable provision shall be deleted from this Agreement, and the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties. Without limiting the generality of the foregoing, (a) if it is determined that, as of the Effective Date, the Owner does not own an immaterial portion of the Property, this Agreement shall remain in full force and effect with respect to all of the Property that the Owner does then own, and (b) if it is

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determined, as of the Effective Date, that any portion of the Property is not within the City's ETJ, this Agreement shall remain in full force and effect with respect to all of the Property that is then within the City's ETJ. If at any time after the Effective Date it is determined that any portion of the Property that is owned by the Owner, or the Owner's successors and assigns, is not within the City's ETJ, then the Owner, or the Owner's successors and assigns, shall petition the City to include such portion of the Property within the City's ETJ and then voluntarily petition for annexation of that portion of the Property into the City's corporate limits.

11.08 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Collin County, Texas. Venue for any action to enforce or construe this Agreement shall be Collin County, Texas.

11.09 Non-Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

11.10 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.

11.11 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 the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care.

11.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

11.13 Exhibits. The following Exhibits are attached to this Agreement and are part of this Agreement:

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Exhibit A	Metes and Bounds Description of Property
Exhibit A-1	Metes and Bounds Description of Each Area Shown on the Concept Plan
Exhibit B	Map of Property
Exhibit C	Concept Plan
Exhibit D	Development Regulations
Exhibit E	Special Regulations
Exhibit F	Description and Depiction of the CR 83 Annexation Tract
Exhibit G	Description and Depiction of the CR 84 Annexation Tract
Exhibit H	Description and Depiction of the CR 83 Easement Release Tract
Exhibit I	Description and Depiction of the CR 84 Easement Release Tract
Exhibit J	Alignment of Water Line
Exhibit K	Alignment of Sewer Line
Exhibit L	Road Improvements
Exhibit M	Water Line and Sewer Line Project Scope

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IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the Effective Date.

CITY OF CELINA, TEXAS
"The City"

By: _____
Sean Terry, Mayor

ATTEST:

By: _____
Vicki Faulkner, City Secretary

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

On _____ ___, 2015, before me, the undersigned personally appeared Sean Terry, Mayor, of the City of Celina and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity.

_____
Notary Public in and for the State of TEXAS

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THE GEORGE WHITE FAMILY LIMITED PARTNERSHIP,
a Texas limited partnership

By: WWW Group, LLC,
a Texas limited liability company,
its general partner

By:_____

Name: Marianne Wells

Title: Manager

Date of Execution: _____

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____ ____, 2015, by Marianne Wells, Manager of WWW Group, LLC, a Texas limited liability company, on behalf thereof as the general partner of The George White Family Limited Partnership, a Texas limited partnership, on behalf of said limited partnership.

_____
Notary Public in and for the State of TEXAS

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HILLWOOD ENTERPRISES, L.P.,
a Texas limited partnership

By:_____

Name:_____

Title:_____

Date of Execution: _____

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____ ____, 2015, by _____, _____ of _____, a _____, on behalf thereof as the general partner of Hillwood Enterprises, L.P., a Texas limited partnership, on behalf of said limited partnership.

_____
Notary Public in and for the State of TEXAS

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Exhibit A
Property Description

(400 Acres)

BEING a tract of land situated in the W. Wilhite Survey, Abstract No. 1002 and the Jonathan Westoven Survey, Abstract No. 1030, Collin County, Texas, being all of a called 18.531 acre tract of land described in a Special Warranty Deed to The George White Limited Partnership recorded in Volume 5834, page 478, all of a called 127.069 acre tract of land and a called 26.99 acre tract of land described in a Special Warranty Deed to The George White Limited Partnership recorded in Volume 5834, page 461, and all of a called 214.659 acre tract of land described in Special Warranty Deeds to The George White Limited Partnership recorded in Volume 5834, page 483, Volume 5834, Page 488, Volume 5834, Page 493, Volume 5834, Page 498, Volume 5834, Page 503 and Volume 5946, Page 693, all of the Official Public Records of Real Property of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a PK nail set at the intersection of County Road No. 84, County Road No. 83 and Quail Hollow; said point being the southwest corner of a tract of land described in General Warranty Deed to William K. Wood and Kathy D. Wood recorded in Instrument No. 20071029001470070, Official Public Records of Collin County, Texas; from said point a PK nail found bears North 54°13' East, a distance of 13.4 feet, a PK nail with yellow washer bears North 89°09' East, a distance of 13.7 feet, a 1/2" iron rod found bears North 48°25' West, a distance of 41.2 feet, a 1/2" iron rod found bears South 53°06' West, a distance of 37.0 feet;

THENCE North 89°09'29" East, along the south line of said Wood tract and generally along said County Road No. 84, at a distance of 360.27 feet, passing a PK nail with white washer found, at a distance of 702.60 feet, passing a PK nail with white washer found, at a distance of 1045.10 feet, passing a PK nail with white washer found, in all a total distance of 1387.45 feet to a PK nail with yellow washer found for corner at the intersection of said County Road No. 84 and County Road No. 86; said point being the southeast corner of said Wood tract and the southwest corner of a tract of land described in Special Warranty Deed to Christopher Wesson Bosh and Adrianne Bosh recorded in Instrument No. 20131001001373380, Official Public Records of Real Property of Collin County, Texas; from said point a PK nail with white washer found bears North 15°18' West, a distance of 4.3 feet;

THENCE North 89°05'03" East, along the south line of said Bosh tract and generally along said County Road No. 84, a distance of 1270.15 feet to a PK nail found for corner at the southeast corner of said Bosh tract and the southwest corner of a tract of land described in Warranty Deed to Donald L. Vest recorded in Volume 1344, Page 88 of the Deed Records of Collin County, Texas;

THENCE North 89°04'33" East, along the south line of said Vest tract and generally along said County Road No. 84, a distance of 580.02 feet to a 5/8" iron rod with "KHA" cap set for corner at the southeast corner of said Vest tract; said point being in the west right-of-way line of said County Road No. 84;

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THENCE along said west right-of-way line of County Road No. 84, the following courses and distances:

South 00°08'06" East, a distance of 3039.07 feet to a PK nail set for corner; from said point a 1/2" iron rod found bears South 89°24' East, a distance of 30.0 feet;

South 00°07'47" East, a distance of 2245.96 feet to a PKnail set for corner in the north right-of-way line of F.M. 1461 (a variable width right-of-way, 90 feet wide at this point); from said point a 1/2" iron rod with "RPLS 4084" cap bears North 89°46'00" East, a distance of 40.00 feet;

THENCE along the said north right-of-way line of F.M. 1461, the following courses and distances:

South 89°46'00" West, a distance of 2338.62 feet (Deed calls 2329.27 feet) to a 5/8" iron rod with "KHA" cap set at a re-entrant corner;

North 00°14'00" West, a distance of 10.00 feet to a 5/8" iron rod with "KHA" cap set at a re-entrant corner;

South 89°46'00" West, a distance of 878.58 feet (Deed calls 877.70 feet) to a 5/8" iron rod with "KHA" cap set for corner at the southernmost end of a right-of-way corner clip at the intersection of the said north right-of-way line of F.M. 1461 and County Road No. 83;

THENCE North 45°38'30" West, along said right-of-way corner clip, a distance of 128.18 feet (Deed calls 163.70 feet) to a 5/8" iron rod with "KHA" cap set for corner at the northernmost end of said right-of-way corner clip;

THENCE South 89°46'00" West, along the north right-of-way line of said F.M. 1461, a distance of 45.00 feet (Deed calls 35.93 feet) to a PK nail set for corner in said County Road No. 83 at the easternmost southeast corner of a tract of land described in Special Warranty Deed to 1461 Coit, Inc. recorded in Clerk's File No. 93-0113804, Official Public Records of Real Property of Collin County, Texas;

THENCE North 00°57'08" West, departing the north right-of-way line of F.M. 1461, along the east line of said 1461 Coit, Inc. tract and generally along said County Road No. 83, at a distance of 1125.29 feet, passing the northeast corner of said 1461 Coit, Inc. tract, continuing along the east right-of-way line of said County Road No. 83, in all a total distance of 3170.10 feet to a 1" iron rod found for corner in the south line of Lot 8, Block A, Preston Hills II Addition, an addition to Collin County, according to the plat recorded in Cabinet F, Page 678, Map Records of Collin County, Texas;

THENCE North 89°11'16" East, along the south line of said Lot 8, at a distance of 11.59 feet, passing the southernmost southeast corner of said Lot 8 and the west right-of-way line of said County Road No. 83, continuing along the south right-of-way line of said County Road No. 83,

in all a total distance of 197.43 feet (Deed calls 178.2 feet) to a 5/8" iron rod with "KHA" cap set for corner; from said point a 1" iron pipe found bears North 88°40' East, a distance of 8.5 feet;

THENCE along the east right-of-way line of said County Road No. 83, the following courses and distances:

North 01°09'33" West, a distance of 1044.51 feet to a PK nail set at an angle point;

North 01°10'48" West, a distance of 932.07 feet to the POINT OF BEGINNING and containing 400.524 acres (17,446,820 square feet) of land, more or less.

Bearing system of this survey is based on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone 4202.

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Exhibit A-1
Metes and Bounds Description of Each Area Shown on the Concept Plan

Description of Area A:

BEING, a tract of land situated in the Jonathan Westover Survey, Abstract No. 1030, Collin County, Texas, and being a portion of two tracts of land as described in instrument to The George White Family, as recorded in County Clerk's File No. 2005-005695 and 2005-005703 of the Official Property Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a PK nail found the southeast corner of The George White Family tract as recorded in County Clerk's File No. 2005-005703, said corner being in the north right-of-way line of F.M. 1461 and the approximate centerline of County Road No. 84;

THENCE, South 89 degrees 46 minutes 00 seconds West along the north right-of-way line of F.M. 1461, a distance of 350.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, departing the north right-of-way line of F.M. 1461 North 00 degrees 07 minutes 47 seconds West, a distance of 2,246.56 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 00 degrees 08 minutes 06 seconds West a distance of 3,034.25 feet to a PK nail set in the north line of the George White Family tract as recorded in County Clerk's File No. 2005-005695, and being in the approximate centerline of County Road No. 84;

THENCE, North 89 degrees 04 minutes 33 seconds East along the north line of the last mentioned George White Family tract and the approximate centerline of County Road No. 84, a distance of 350.03 feet to a 5/8 inch iron rod found with plastic cap stamped "KHA" at the northeast corner of the last mentioned George White Family tract;

THENCE, South 00 degrees 08 minutes 06 seconds East along the east line of the George White Family tracts and the approximate centerline of County Road No. 84, a distance of 3,039.07 feet to a PK nail found;

THENCE, South 00 degrees 07 minutes 47 seconds East continuing along the east line of the George White Family tract as recorded in County Clerk's File No. 2005-005703 and the approximate centerline of County Road No. 84, a distance of 2,245.96 feet to the POINT OF BEGINNING and CONTAINING 42.45 acres of land, more or less.

All bearings are based on the Texas State Plane Coordinate System, N.A.D. 83, North Central Zone.

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Description of Area B:

BEING, a tract of land situated in the Jonathan Westover Survey, Abstract No. 1030 and the William Wilhite Survey, Abstract No. 1002, Collin County, Texas, and being a portion of two tracts of land as described in instrument to The George White Family, as recorded in County Clerk's File No. 2005-005695 and 2005-005703 of the Official Property Records of Collin County, Texas, and being more particularly described as follows:

COMMENCING at a PK nail found at the most westerly southwest corner of The George White Family tract as recorded in No. 2005-005703, said corner being in the north right-of-way line of F.M. 1461 and the approximate centerline of County Road No. 83;

THENCE, North 00 degrees 57 minutes 08 seconds West along the west line of last mentioned George White Family tract, a distance of 840.92 feet to a PK nail set at the POINT OF BEGINNING;

THENCE, North 00 degrees 57 minutes 08 seconds West continuing along the west line of last mentioned George White Family tract, a distance of 193.16 feet to a PK nail set at the beginning of a curve to the right having a central angle of 20 degrees 28 minutes 22 seconds, with a radius of 1,200.00 feet, a chord bearing of North 09 degrees 17 minutes 05 seconds East, a chord length of 426.50 feet;

THENCE, along said curve to the right an arc length of 428.78 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 19 degrees 31 minutes 16 seconds East a distance of 3,938.75 feet to a PK nail set in the north line of the George White Family tract as recorded in No. 2005-005695, and being in the approximate centerline of County Road No. 84;

THENCE, North 89 degrees 09 minutes 29 seconds East along the north line of the last mentioned George White Family tract and the approximate centerline of County Road No. 84, a distance of 123.94 feet to a PK nail found;

THENCE, North 89 degrees 05 minutes 03 seconds East continuing along the north line of the last mentioned George White Family tract and the approximate centerline of County Road No. 84, a distance of 1,270.15 feet to a PK nail found;

THENCE, North 89 degrees 04 minutes 33 seconds East continuing along the north line of the last mentioned George White Family tract and the approximate centerline of County Road No. 84, a distance of 229.98 feet to a PK nail set;

THENCE, departing the north line of the last mentioned George White Family tract and the approximate centerline of County Road No. 84, South 00 degrees 08 minutes 06 seconds East a distance of 3,034.25 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 07 minutes 47 seconds East a distance of 2,246.56 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" in the said north right-of-way line of F.M. 1461;

THENCE, South 89 degrees 46 minutes 00 seconds West along the north right-of-way line of F.M. 1461, a distance of 1,866.14 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, departing the north right-of-way line of F.M. 1461 North 00 degrees 39 minutes 56 seconds East, a distance of 939.15 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 51 minutes 22 seconds West a distance of 1,162.63 feet to the POINT OF BEGINNING and CONTAINING 277.4 acres of land, more or less.

All bearings are based on the Texas State Plane Coordinate System, N.A.D. 83, North Central Zone.

Description of Area C:

BEING, a tract of land situated in the William Wilhite Survey, Abstract No. 1002, Collin County, Texas, and being a tract of land as described in instrument to The George White Family, as recorded in County Clerk's File No. 2005-005695 of the Official Property Records of Collin County, Texas, and being more particularly described as follows:

COMMENCING at a PK nail found at the northwest corner of a called 18.551 acre tract of land as described in instrument to The George White Family tract as recorded in No. 2005-005698, said corner being in the intersection of the centerline of County Road No. 83 with the centerline of County Road No. 84;

THENCE, North 89 degrees 09 minutes 29 seconds East with the approximate centerline of County Road No. 84, a distance of 320.01 feet to a PK nail set at the POINT OF BEGINNING and being the northwest corner of said George White Family as recorded in County Clerk's File No. 2005-005695;

THENCE, North 89 degrees 09 minutes 29 seconds East along the north line of the last mentioned George White Family tract and the approximate centerline of County Road No. 84, a distance of 943.51 feet to a PK nail set;

THENCE, departing the north line of the last mentioned George White Family tract and the approximate centerline of County Road No. 84, South 19 degrees 31 minutes 16 seconds West a distance of 1,857.40 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 59 minutes 55 seconds West a distance of 287.27 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" in the west line of the last mentioned George White Family tract;

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THENCE, North 01 degree 09 minutes 33 seconds West along the west line of the last mentioned George White Family tract, a distance of 806.82 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 01 degrees 10 minutes 48 seconds West continuing along the west line of the last mentioned George White Family tract a distance of 930.30 feet to the POINT OF BEGINNING and CONTAINING 24.58 acres of land, more or less.

All bearings are based on the Texas State Plane Coordinate System, N.A.D. 83, North Central Zone.

Description of Area D:

BEING, a tract of land situated in the William Wilhite Survey, Abstract No. 1002, Collin County, Texas, and being a tract of land as described in instrument to The George White Family, as recorded in County Clerk's File No. 2005-005698 of the Official Property Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a PK nail found at the northwest corner of the George White Family tract, said corner being in the intersection of the centerline of County Road No. 83 with the centerline of County Road No. 84;

THENCE, North 89 degrees 09 minutes 29 seconds East along the north line of the George White Family tract with the approximate centerline of County Road No. 84, a distance of 320.01 feet to a PK nail set;

THENCE, departing the north line of the George White Family tract and the approximate centerline of County Road No. 84, South 01 degree 10 minutes 48 seconds East, a distance of 930.30 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 01 degree 09 minutes 33 seconds East a distance of 806.82 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 59 minutes 55 seconds West a distance of 320.07 feet to a PK nail set in the west line of the George White Family tract and being in the approximate centerline of the centerline of County Road No. 83;

THENCE, North 01 degree 09 minutes 33 seconds West along the west line of the George White Family tract and the approximate centerline of the centerline of County Road No. 83, a distance of 800.34 feet to a PK nail found;

THENCE, North 01 degrees 10 minutes 48 seconds West continuing along the west line of the George White Family tract a distance of 932.07 feet to the POINT OF BEGINNING and CONTAINING 12.74 acres of land, more or less.

All bearings are based on the Texas State Plane Coordinate System, N.A.D. 83, North Central Zone.

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Description of Area E:

BEING, a tract of land situated in the Jonathan Westover Survey, Abstract No. 1030 and the William Wilhite Survey, Abstract No. 1002, Collin County, Texas, and being a portion of three tracts of land as described in instrument to The George White Family, as recorded in County Clerk's File No. 2005-005695, 2005-005698 and 2005-005703 of the Official Property Records of Collin County, Texas, and being more particularly described as follows:

COMMENCING at a PK nail found at the most westerly southwest corner of The George White Family tract as recorded in No. 2005-005703, said corner being in the north right-of-way line of F.M. 1461 and the approximate centerline of County Road No. 83;

THENCE, North 00 degrees 57 minutes 08 seconds West along the west line of last mentioned George White Family tract, a distance of 1,034.09 feet to a PK nail set at the POINT OF BEGINNING;

THENCE, North 00 degrees 57 minutes 08 seconds West continuing along the west line of last mentioned George White Family tract and along the west line of the George White Family tract as recorded in No. 2005-5695, a distance of 2,136.01 feet to a one-inch iron rod found at the most westerly northwest corner of the last mentioned George White Family tract;

THENCE, North 89 degrees 11 minutes 16 seconds East a north line of last mentioned George White Family tract, a distance of 197.43 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the southwest corner of the George White Family tract as recorded in No. 2005-5698;

THENCE, North 01 degree 09 minutes 33 seconds West along the west line of the last mentioned George White Family tract a distance of 244.17 feet to a PK nail set;

THENCE, departing the west line of the last mentioned George White Family tract South 89 degrees 59 minutes 55 seconds East a distance of 607.32 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 19 degrees 31 minutes 16 seconds West a distance of 2,081.35 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a curve to the left having a central angle of 20 degrees 28 minutes 22 seconds, a radius of 1,200.00 feet, a chord bearing of South 09 degrees 17 minutes 05 seconds West, a chord length of 426.50 feet;

THENCE, along said curve to the left an arc length of 428.78 feet to the POINT OF BEGINNING and CONTAINING 18.94 acres of land, more or less.

Description of Area F:

BEING, a 24.38 acre tract of land situated in the Jonathan Westover Survey, Abstract No. 1030, Collin County, Texas, and being a portion of a tract of land as described in instrument to The

George White Family, as recorded in County Clerk's File No. 2005-005703 of the Official Property Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a PK nail found the most westerly southwest corner of The George White Family tract, said corner being in the north right-of-way line of F.M. 1461 and the approximate centerline of County Road No. 83;

THENCE, North 00 degrees 57 minutes 08 seconds West along the west line of The George White Family tract, a distance of 840.93 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, departing The George White Family tract, North 89 degrees 51 minutes 22 seconds East a distance of 1,162.63 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 39 minutes 56 seconds West a distance of 939.15 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" in the north right-of-way line of F.M. 1461;

THENCE, along the north right-of-way line of F.M. 1461 the following courses and distances:

South 89 degrees 46 minutes 00 seconds West a distance of 122.48 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

North 00 degrees 14 minutes 00 seconds West a distance of 10.00 feet to a 5/8 inch iron rod found;

South 89 degrees 46 minutes 00 seconds West a distance of 878.58 feet to a 5/8 inch iron rod found;

North 45 degrees 38 minutes 30 seconds West a distance of 128.18 feet to a 5/8 inch iron rod found;

South 89 degrees 46 minutes 00 seconds West a distance of 45.00 feet to the POINT OF BEGINNING and CONTAINING and 24.38 acres of land, more or less.

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Exhibit B
Map of Property

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Exhibit C
Concept Plan

[INSERT UPDATED CONCEPT PLAN BASED ON 8/18 P&Z]

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Exhibit D
Development Regulations

The following shall constitute the Wells South Tract Planned Development Regulations:

1. Purpose. The purpose and intent of these Development Regulations is to create a unique and well-designed master planned community to preserve natural features, open space, and other topographical features of the land. The community will be a walkable environment where the amenities will consist of long, contiguous open space greenways with hike and bike trails that connect the entire community and promote connectivity of the community to the City of Celina. The project will promote a sense of community, environmental stewardship, and healthy living, embrace new technology, and attempt to educate its residences through the project's design and planning principles.

2. Definitions. All terms used on this **Exhibit D** shall be defined as stated in the Agreement and the Zoning Ordinance, as applicable, except as follows:

    a. Concept Plan means the drawing attached as **Exhibit C** to this Agreement, as amended from time to time in accordance with Section 3.02 of this Agreement.

    b. Open space means any publicly or privately owned or accessible property containing a minimum of 10,000 square feet in area and being at least 15 feet in width or 100 feet in length, with no slope greater than eight percent, exclusive of rights-of-way, that is designated as open space at the time of platting. Open space may include bodies of water, trails, landscaped or hardscaped areas, trails, and other similar features. Notwithstanding anything to the contrary, areas within the Coit Road landscape buffer (whether or not within the right-of-way) and areas within the Oncor electric easement may be counted as open space regardless of size, slope, or other factors. Typically, open space will not be individually owned, and will be for the common use or enjoyment of the residents within the Property. The City Manager may allow full or partial open space credit for areas exceeding the maximum eight percent slope if it is determined that such are environmentally or aesthetically significant and their existence enhances the development or surrounding area.

    c. Zoning Ordinance means the comprehensive zoning ordinance of the City, as amended from time to time.

3. Applicable Regulations and Conflicts; Concept Plans and Site Plans.

    a. Development and use of the Property shall comply with this Agreement and the Zoning Ordinance. In the event of a conflict between this Agreement and the Zoning Ordinance, this Agreement controls. Areas A through E, as shown on the Concept Plan and more particularly described on **Exhibit A-1**, shall be governed by the SF-R residential zoning district in the Zoning Ordinance, as amended by this **Exhibit D**. Area F, as shown on the Concept Plan and more particularly

described on **Exhibit A-1**, shall be governed, as determined by the developer at the time of platting, by either SF-R or MU-2, as amended by this **Exhibit D**.

b. The Concept Plan attached as **Exhibit C** is a conceptual plan that illustrates how the Property could be developed with single family uses. The following information on the Concept Plan is informational only and subject to change by the Owner: the lot layout, the location of different single family product types, the street layout, points of ingress and egress, and the location, size, shapes, and configuration of open space. Revisions other than the foregoing revisions to the Concept Plan may be made in accordance with Section 3.02 of the Agreement.

c. Prior to the development of portions of the Property located in Area F, a concept plan and site plan for each non-single family project within that area must be approved in accordance with Division 7 of the Zoning Ordinance in effect on the Effective Date (defined in Article III of the Agreement as the "Required Concept Plans and Site Plans"), except as follows:

i. No concept plan or site plan other than the Concept Plan attached as **Exhibit C** shall be required in connection with the PD zoning of the Property upon annexation. The Required Concept Plans and Site Plans for Area F shall be required only as a condition to the issuance of a building permit. Required Concept Plans and Site Plans are not required for single family detached or attached development, including amenities, at any location within the Property.

ii. The Required Concept Plans and Site Plans for Area F may be submitted and approved on a project by project basis. No particular phasing is required, and no development schedule shall be required.

iii. The Division 7 process for approving the Required Concept Plans and Site Plans for Area F may not be used to require conditions that conflict with or are inconsistent with the terms of this **Exhibit D** or this Agreement.

iv. Consideration and approval of the Required Concept Plans and Site Plans for Area F shall be subject to the same notice and public hearing procedural requirements before the Planning and Zoning Commission and City Council that apply to any request in the City for a change of zoning. Section 14.02.226 of the Zoning Ordinance shall not apply, and the City shall not be authorized to require additional studies or information described in that section in connection with an application under this Section 3(c).

4. General Regulations.

a. All single family detached and attached residences may have front entry garages and direct access from a dedicated public street. All front entry garage doors

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must be in line with, or set back from, the front facade of the home as shown on Attachment 1. This requirement does not apply to a j-swing garage.

b. No particular phasing of any area shown on the Concept Plan is required.

5. Use Regulations; Cap on Residential Units. The uses permitted by this Section 5 are permitted. In addition, any residential or commercial use that is less intense than permitted uses within the designated area, as reasonably determined by the Director of Planning and Development Services, is also permitted. The uses authorized by this Section 5 are the only uses permitted on the Property.

   a. Areas A through E: SF-R single family residential district uses and the associated uses defined in Section 14.03.008 of the Zoning Ordinance, on the Effective Date of this Agreement, are permitted to the same extent they are permitted in the SF-R district. For example, if a use is permitted by right in the SF-R zoning district, that use is permitted by right in Areas A through E. If a use is permitted by SUP in the SF-R zoning district, that use is permitted by SUP in Areas A through E. The maximum number of residential lots in Areas A through E combined shall be 1,351. Within Areas A through E, at full build out (i) a maximum of 50 percent shall be Type I lots; (ii) a minimum of 30 percent shall be Type II lots; and (iii) a minimum of 20 percent shall be Type III lots.

   b. Area F:

      i. The MU-2 mixed use regional district uses identified on Attachment 2 are permitted by right.

      ii. Single family detached homes, townhouses, and permitted non-residential uses identified on Attachment 2 are permitted by right. A minimum of five acres within Area F shall be reserved exclusively for non-residential uses as more specifically described in Section 6(d).

      iii. Duplex uses are prohibited in Area F.

      iv. Accessory dwellings are prohibited.

      v. Residential uses are permitted within Area F at a density not to exceed nine dwelling units per gross acre.

6. Area Regulations. The regulations in Section 5 and this Section 6 shall serve as the exclusive regulations governing residential density (regardless of the type of residential use), as well as the following with respect to single family detached development only: lot size, width, and depth, setbacks, roof pitch, lot coverage, and minimum dwelling unit size.

   a. Single Family Detached in Areas A through F. The regulations in the table below in this Section 6 shall apply to all single family detached residential lots within

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the Property. In addition, single family detached homes in Area F may be developed in accordance with the patio home standards in Section 6(b). All single family detached homes within the Property (including, but not limited to, patio homes) that are on a key lot shall meet the minimum front yard setback requirement along both street frontages. A key lot is a corner lot with a rear yard that is adjacent to the front yard of the adjoining lot.

	Type I Lots	**Type II Lots**	**Type III Lots**
Minimum lot width	50 feet	60 feet	70 feet
Minimum lot depth	110 feet	115 feet	115 feet
Minimum lot area	5,500 square feet	7,000 square feet	8,500 square feet
Minimum front yard setback (applies to both streets for key lots)	20 feet	20 feet generally 15 feet if the house has a j-swing garage	25 feet 15 feet if the house has a j-swing garage
Minimum rear yard setback	20 feet	20 feet	20 feet
Minimum side yard setback	5 feet generally 15 feet on corner side yards	5 feet generally 15 feet on corner side yards	7 feet generally 15 feet on corner side yards
Minimum front porch setback	15 feet	15 feet	20 feet
Minimum primary roof pitch*	6:12	8:12	8:12
Maximum percentage of impervious lot cover**	60 percent	60 percent	60 percent
Minimum dwelling unit size (air conditioned floor area)	1,600 square feet	1,800 square feet	2,000 square feet
Accessory building setbacks	Minimum front yard setback – 50 feet Minimum side yard setback generally – 3 feet Minimum setback for corner side yard – 15 feet Minimum rear setback – 3 feet		
Minimum off-street parking requirements	At a minimum, each dwelling unit shall provide: • 2 parking spaces within an enclosed garage • 2 unenclosed parking spaces (which may be included within a setback area)		

*Primary roof pitch does not include roofs over architectural features or enhancements, such as porches and dormers.

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**Impervious lot cover limitations apply only to the footprint of an enclosed building, including enclosed garages, and excluding patios and porches (whether covered or uncovered), driveways, sidewalks, and other similar improvements that are not part of an enclosed building.

b. Single Family Detached (Patio Homes) in Area F. Single family detached homes may be developed pursuant to the following patio home standards:

i. Minimum front yard setback: 20 feet (applies to both streets for key lots)

ii. Minimum side yard setback:

1. Zero sided option: 0 feet on one side and 10 feet on the other side, except 15 feet on corner side yards

2. Center option: 5 feet on both sides, except 15 feet on corner side yards

iii. Minimum rear yard setback: 12 feet

iv. Minimum lot area: 5,000 square feet for a zero side option, and 6,000 square feet for a center option

v. Minimum lot width: 40 feet

vi. Minimum lot depth: 90 feet

vii. Minimum dwelling unit size (air conditioned floor area): 1,200 square feet

viii. Minimum primary roof pitch: 6:12. Primary roof pitch does not include roofs over architectural features or enhancements, such as porches and dormers.

ix. Maximum height and number of stories: 40 feet and 2.5 stories, subject to Section 6(f) below.

x. Maximum impervious lot cover: 55 percent. Impervious lot cover limitations apply only to the footprint of an enclosed building, including enclosed garages, and excluding patios and porches (whether covered or uncovered), driveways, sidewalks, and other similar improvements that are not part of an enclosed building.

xi. Accessory building setbacks: same requirements that apply to Type I, II, and III lots

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xii. Minimum off-street parking: same requirements that apply to Type I, II, and III lots

c. Townhouses in Area F. Within Area F, townhouses shall be developed in accordance with the height regulations and area regulations of the TH zoning district set forth in Section 14.03.017 of the Zoning Ordinance.

d. Nonresidential in Area F. Within Area F, nonresidential uses shall be developed in accordance with the perimeter setback regulations and lot regulations of the MU-2 zoning district set forth in Section 14.03.006(a)-(d) of the Zoning Ordinance, subject to the height limitations in Section 6(f) below. A minimum of 5 acres in Area F shall be developed as purely retail and/or office with no residential component. No other requirements in Section 14.03.006 shall apply to Area F. Nonresidential lots shall back or side to any adjacent single family residential property.

7. Building Materials. Exterior Building Facade for Residential Main Structures. Except as follows, all exterior building facades shall meet the requirements in Section 14.05.152 of the Zoning Ordinance: Single family detached residential structures (primary and accessory) shall comply with the applicable requirements in Section 14.05.152 of the Zoning Ordinance in effect on the Effective Date, except that cementitious fiberboard may be used in the same vertical plane as the first story if it is interrupted with an intersecting roof line or another architectural element. No other building design or architectural standards shall apply to detached single family residences.

8. Screening and Landscaping Regulations. Landscaping and screening along Coit Road, CR-83, CR-84, and FM 1461 shall be provided as shown in one of the options in the conceptual drawings on Attachment 3. No landscaping or screening shall be required along the portion of the Property abutting the 60-foot wide strip of CR 83 right-of-way dedicated by the plat for the Oxford Farms Addition. All required landscaping materials shall be selected from the recommended list on Attachment 4. Internal landscaping and screening shall comply with the internal landscaping edge treatment exhibit on Attachment 3. Where trees are shown along streets, trees must average a minimum of one tree per 50 feet of street frontage, but are not required to be evenly spaced and may be clustered. Section 14.05.122 of the Zoning Ordinance shall apply only when a nonresidential use in Area F abuts any residential use adjacent to the boundary of Area F, and a minimum six foot tall solid masonry wall shall be required in that instance.

9. Open Space Regulations.

a. A minimum of 35 acres of open space shall be provided within the Property in general conformance with the conceptual open space and trail plan attached as Attachment 5, and all of the approximately 41 acres of open space shown on that attachment, including the proposed open space uses and improvements within such 41 acres, shall qualify for purposes of satisfying the requirement for 35 acres of open space. The size, location, shape, and number of open space areas shown

on the plan is conceptual and subject to change based on the final design of lot and street layouts at the time of platting.

b. Area F shall incorporate at least 20 percent of open space consistent with the requirements of the MU-2 zoning district.

c. Maintenance of open space may be funded through the PID or by a homeowners association. If the maintenance of open space is funded through the PID, a homeowners association shall also be established to assume all of the PID's maintenance responsibilities under this paragraph when and if the PID is dissolved. If open space maintenance will be funded through the PID, a homeowners association shall own the open space, and a public use easement covering the open space and benefiting the City shall be recorded by separate instrument with each final plat that includes open space. When and if the PID is dissolved, the City has the sole option of terminating the easement, at which point the homeowners association that owns the open space shall have the sole responsibility for maintaining the open space.

d. Other than the provisions of parks or open space required by the Concept Plan and these Development Regulations, no park land dedication or construction of park improvements shall be required, and no fee related to maintenance of park improvements shall be required other than PID assessments.

e. This Section 9 shall serve as the exclusive open space requirement for the Property.

10. Trails and Sidewalks. Trails shall be constructed in general conformance with the conceptual open space and trail plan attached as Attachment 5. The exact location of trails shown on the plan is conceptual and subject to change based on the final design of lot and street layouts at the time of platting. The construction of trails may be phased with each affected plat. Sidewalks shall generally be curvilinear.

11. Street Sections. The Property may be developed in accordance with the conceptual street sections and street diagram shown on Attachment 3. The street sections may be used to design roadways, and may be modified by the developer with the approval of the Director of Planning and Development Services. The lot and street layouts on Attachment 3 are conceptual and subject to change at the time of platting.

12. Street Trees.

a. Street trees, as shown on the conceptual street tree diagram attached as Attachment 6, may be provided in the parkway at the option of the developer to meet landscaping requirements for large trees on the adjacent lot, subject to approval by the Director of Planning and Development Services and the Fire Marshall at the time of building permit issuance. If street trees are approved, the developer shall, as a condition of the City's approval, do one of the following, as

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determined by the City, to fund resulting damages to streets, sidewalks, and utilities: (1) enter into a repair agreement obligating developer to make the repairs and providing financial security of the ability to perform; or (2) consent to annual updates to PID assessments on the Property to fund repair costs.

b. The lot and street layouts on Attachment 6 are conceptual and subject to change at the time of platting.

c. For purposes of Attachment 6 and the landscaping regulations in the zoning ordinance, a large tree shall be a minimum of three inches in caliper at the time of planting, and a small or ornamental tree shall be a minimum of two inches in caliper at the time of planting.

d. If trees are planted in the parkway in accordance with this section, the trees must have a minimum height clearance of 14 feet at maturity. Where trees are shown along streets, trees must average a minimum of one tree per 50 feet of street frontage, but are not required to be evenly spaced and may be clustered.

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Attachment 1
Garage Setback

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Attachment 2
Uses Permitted in Area F

The following uses are permitted by right in Area F except as noted with a "C" indicating a conditional use permit is required for that use in accordance with the conditional use permit requirements of the Zoning Ordinance:

1. Amusement park – C
2. Amusement ride – C
3. Amusement services (indoors)
4. Amusement services (outdoors) – C
5. Armed services recruiting center
6. Artist studio
7. Assisted living facility – C
8. Auto dealer (new) – C
9. Auto laundry or car wash – C
10. Auto repair (major) – C
11. Auto repair (minor) – C
12. Auto supply stores for new & rebuilt parts – C
13. Bakery or confectionery (retail)
14. Bank/credit union
15. Bed & breakfast inn – C
16. Caretaker's/guard's residence – C
17. Carnival – C
18. Child day care (business)
19. Church/place of worship
20. Club, private (Class I & II) – C
21. Community home – C
22. Concrete or asphalt batching plant (temporary) – C
23. Contractor's office/sales (with no outside storage)
24. Convenience store
25. Convenience store (with gas sales) – C
26. Day camp for children
27. Drapery, blind or furniture upholstery shop
28. Dry cleaning plant – C
29. Dwelling, single family attached (no duplex)
30. Fair ground/exhibition area – C
31. Family home (adult or child care) – C
32. Farmers market (public) – C
33. Feed and grain store
34. Food or grocery store
35. Franchise private utility – C
36. Fraternal organization, lodge or union – C
37. Funeral home (without crematorium) – C
38. Garden shop (inside storage)

39. General retail store
40. Group day care home – C
41. Home improvement center (lumber yard) – C
42. Hotel – C
43. Household appliance service and repair – C
44. Kiosk (providing a service) – C
45. Laundry/dry cleaning (drop off/pick up)
46. Living quarters on-site with a business – C
47. Medical facilities
48. Micro brewery - C
49. Mini-warehouse/self storage – C
50. Motorcycle sales and repair – C
51. Municipal facility
52. Nursery (grown for commercial purposes) – C
53. Nursery (retail sales outdoors)
54. Nursing/convalescent home – C
55. Office center
56. Offices (professional and general business)
57. Office warehouse – C
58. Outdoor retail sales/commercial promotion – C
59. Parking lot structure, commercial (auto) – C
60. Pawn shop – C
61. Personal services shop
62. Pet and animal grooming shop (no outdoor kennels/play area)
63. Propane sales (retail) – C
64. Rehabilitation care facility – C
65. Rehabilitation care institutions – C
66. Residential loft
67. Restaurant (with or without drive-through or drive-in services)
68. Retirement home/home for the aged – C
69. Rooming/boarding house – C
70. Seasonal business – C
71. Studio for radio or television (without tower) – C
72. Telemarketing agency – C
73. Temporary amusement rides – C
74. Temporary business – C
75. Theater or playhouse (indoor)
76. Tire dealer, with or without open storage – C

Note: Uses listed above that involve the sale or consumption of alcohol are permitted only to the extent permitted by applicable state alcohol laws.

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Attachment 3
Screening and Landscaping

[INSERT UPDATED DRAWINGS THAT OVERLAY THE LOT LAYOUT FROM THE UPDATED CONCEPT PLAN BASED ON 8/18 P&Z (NO OTHER CHANGES)]

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Attachment 4
Recommended Planting List

Canopy Trees:
1. Acer barbatum var. Caddo. **Caddo Maple**
2. Acer buergerianum. **Trident Maple**
3. Acer grandidentatum. **Bigtooth Maple**
4. Acer negundo. **Boxelder Tree or Ashleaf Maple**
5. Carya illinoensis. **Pecan,** select Sioux or Desirable variety
6. Fraxinus americana. **White Ash**
7. Fraxinus pennsylvanica. **Green Ash**
8. Fraxinus pennsylvanica var. Urbanite. **Urbanite Ash**
9. Fraxinum texensis. **Texas Ash**
10. Gingko biloba. **Gingko**
11. Gleditsia triacanthus var. Inermis. **Inermis Thornless Honeylocust**
12. Gymnocladus dioicus. **Kentucky Coffeetree**
13. Juglans microcarpa. **Texas Black Walnut**
14. Koelreuteria paniculata. **Goldenrain Tree**
15. Pistacio chinensis. **Chinese Pistache**
16. Quercus acutissima. **Sawtooth Oak**
17. Quercus buckleyi. **Texas Red Oak**
18. Quercus durandii. **Durand Oak**
19. Quercus laceyii. **Lacey Oak,** bluish foliage
20. Quercus macrocarpa. **Bur Oak**
21. Quercus muhlenbergii. **Chinquapin Oak**
22. Quercus prinus. **Chestnut Oak**
23. Quercus shumardii. **Shumard Red Oak**
24. Quercus virginiana. **Live Oak**
25. Sapindus drummondii. **Western** Soap berry
26. Sideroxylon lanuginosum. **Chittamwood**
27. Taxodium ascendens. **Pond Cypress**
28. Taxodium distichum. **Bald Cypress**
29. Taxodium distichum var. Shawnee Brave. **Shawnee Brave Bald Cypress**
30. Ulmus alata. **Winged Elm**
31. Ulmus Americana var. Valley Forge. **Valley Forge American Elm,** this variety is resistant to Dutch Elm Disease
32. Ulmus crassifolia. **Cedar Elm**
33. Ulmus parvifolia. **Lacebark Elm**
34. Ulmus parvifolia var. Allee. **Allee Elm**
35. Zelkova serrata. **Japanese Zelkova -** very drought tolerant

Accent Plants:
1. Aesculus pavia. **Red Buckeye**
2. Aesculus parviflora. **Bottlebrush Buckeye**

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3. Callicarpa americana. **American Beautyberry**
4. Callicarpa Americana var. Profusion. **Profusion Beautyberry**
5. Callicarpa dichotoma var. Early Amethyst. **Early Amethyst Beautyberry**
6. Carpinus betulus. **European Hornbeam**
7. Cephalanthus occidentalis. **Button Bush**
8. Cercis canadensis. **Redbud -** full sun or understory tree
9. Cercis canadensis var. Alba, **White Redbud -** full sun or understory tree
10. Cercis canadensis var. Texensis, **Texas Redbud -** full sun or understory tree
11. Cercis canadensis var. Mexicana, **Mexican Redbud -** full sun or understory tree
12. Cercis reniformis var. Oklahoma, **Oklahoma Redbud -** full sun or understory tree
13. Chilopsis linearis, **Desert Willow**
14. Chionanthus virginicus, **White Fringe Tree**
15. Corn us drummondii, **Roughleaf Dogwood -** understory tree
16. Cotinus obovatus, **American Smoketree**
17. Cupressus arizonica - **Arizona Cypress**
18. Cupressus sempeNirens, **Italian Cypress**
19. Diospyros texana, **Texas Persimmon**
20. Foresteria pubescens, **Elbow Bush**
21. Hamamelis vernalis, **Arkansas Witch Hazel**
22. Hamamelis virginiana, **Comman Witch Hazel**
23. lIex decidua, **Possumhaw Holly**
24. Ilex decidua var. Finch's Golden, **Finch's Golden Possumhaw Holly -** bright golden berries
25. Ilex decidua var. Paco, **Paco Possumhaw Holly -** deep orange berries
26. Ilex decidua var. Warren's Red, **Warren's Red** Possum haw **Holly -** bright red berries
27. Ilex var. Mary Nell, **Mary Nell Holly**
28. Ilex var. Nellie R. Steven's, **Nellie R. Steven's Holly**
29. lIex vomitoria var. Pride of Houston, **Pride of Houston Yaupon Holly**
30. lIex vomitoria var. Will Fleming, **Will Fleming Yaupon Holly -** upright, 1-2' spread, no berries
31. Juniperus asheL **Ash Juniper or Blueberry Juniper**
32. Juniperus chinensis var. Blue Point, **Blue Point Juniper -** blue color foliage
33. Juniperus chinensis var. Spartan, **Spartan Juniper** - more upright
34. Juniperus virginiana, **Eastern Red Cedar**
35. Lagerstroemia indica var. Acoma, **Acoma Crape Myrtle -** white with weeping, cascading growth habit
36. Lagerstroemia indica var. Basham's Party Pink, **Party Pink Crape Myrtle -** lavender pink
37. Lagerstroemia indica var. Muskogee, **Muskogee Crape Myrtle -** Ught lavender
38. Lagerstroemia indica var. Natchez, **Natchez Crape Myrtle** - White
39. Lagerstroemia indica var. Sioux, **Sioux Crape Myrtle -** vivid pink
40. Lagerstroemia indica var. Tonto, **Tonto Crape Myrtle** - deep red
41. Lagerstroemia indica var. Tuscarora, **Tuscarora Crape Myrtle** - coral pink
42. Lagerstroemia indica var. Tuskegee, **Tuskegee Crape Myrtle -** dark pink
43. Leucana retusa, **Lemonball or Goldenball Lead Tree -** very drought tolerant
44. Undera benzoin, **Spice Bush**

45. Magnolia grandiflora var. Alta, **Alta Magnolia** - upright and dense
46. Magnolia grandiflora var. Claudia Wannamaker - **Claudia Wannamaker Magnolia**
47. Magnolia grandiflora var. Uttle Gem - **Little Gem Magnolia**
48. Magnolia stellata, **Star Magnolia** - understory tree
49. Magnolia soulangiana, **Saucer Magnolia** - understory tree
50. Pinus edulis, **Pinion Pine**
51. Pinus eldarica, **Afghan Pine**
52. Pinus nigra, **Austrian Pine**
53. Pinus pinea, **Italian Stone Pine**
54. Pinus thunbergiL **Japanese Black Pine**
55. Prosopis glandulosa, **Honey Mesquite**
56. Prunus mexicana. **Mexican Plum**
57. Rhamnus caroliniana. **Carolina Buckthorn**
58. Rhus aromatic. **Fragrant Sumac**
59. Rhus lanceolata. **Prairie Flameleaf Sumac**
60. Rhus microphylla. **Littleleaf Sumac** - very. very drought tolerant
61. Sophora affinis. **Eve's Necklace**
62. Ungnadia speciosa. **Mexican Buckeye**
63. Viburnum macrocephalum. **Chinese Snowball Viburnum**
64. Viburnum rufululum. **Rusty Blackhaw** - good understory tree
65. Vitex agnus-castus. **Vitex** - purple variety
66. Vltex agnus-castus var. Cooke's White. **Cooke's White Vitex** - white variety

Shrubs:

1. Abella var. Rose Creek. **Rose Creek Abelia**
2. Abelia var. Kaleidoscope. **Kaleidoscope Abelia**
3. Abelia var. White Prostrate. **White Prostrate Abelia**
4. Agavespp.Agave
5. Buxus var.Wlntergreen. **Wintergreen Boxwood**
6. Buxus var Winter Gem. **Winter Gem Boxwood**
7. Ceanothus americana. **New Jersey Tea Plant**
8. Chaenomeles superba var. Texas Scarlet. **Texas Scarlet Flowering Quince**
9. Cotoneaster glaucophyllus. **Gray Cotoneaster**
10. Daleo formosa. **Feather Dalea**
11. Eupatorium greggil. **Greg's Mist Flower**
12. Hesperaloe funifera. **Giant Red Yucca**
13. Hesperaloe parviflora. **False Red Yucca**
14. Hesperaloe parviflora. **False Yellow Yucca**
15. Hibiscus cocclneus. **Texas Star Hibiscus**
16. Hydrangea querclfolla. **Oakleaf Hydrangea**
17. Ilex vomltorla var. Nona. **Dwarf Yaupon Holly**
18. lIex vomltorla var. Bordeaux. **Bordeaux Dwarf Yaupon Holly**
19. Lagerstroemla Indica. **Dwarf Crape Myrtle,** this plant is available in many colors and range of heights
20. Leucophyllum frutescens. **Texas Sage**
21. Leucophyllum var. Greencloud. **Greencloud Texas Sage**

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22. Leucophyllum var. Silverado Dwarf. **Silverado Dwarf Texas Sage**
23. Malvavlscus drummondl!. **Turk's Cap**
24. Mimosa borealis. **Fragrant Mimosa**
25. Myrica pusila. **Dwarf Wax Myrtle**
26. Optunla ellisiana. **Spineless Prickly Pear**
27. Rhus michauxii **Michaux's Sumac**
28. Rosa var. Belinda's Dream. **Belinda's Dream Rose**
29. Rosa var. Knockout. **Knockout Rose**
30. Rosa var. Martha Gonzalez. **Martha Gonzalez Rose**
31. Rosa var. Mutabilis. **Mutabilis Rose**
32. Rosmarlnus officinalis. **Rosemary**
33. Sedum var. Autumn Joy. **Autumn Joy Sedum**
34. Spirea vanhouttel. **Bridal Wreath Spirea**
35. Spirea japonica var. Anthony Japonlca. **Anthony Spirea**
36. Symphoricarpos chenaultii var. Hancock, **Hancock Snowberry**
37. Symphoricarpos orbiculatus, **Coralberry**
38. Yucca filamentosa var. Color Guard, **Color Guard Yucca**
39. Yucca gloriosa var. Variegata, **Variegated Spanish Dagger**
40. Yucca pallida, **Pale Leaf Yucca**
41. Yucca recurvifolia, **Softleaf Yucca**
42. Yucca rigida, **Blue Yucca**
43. Yucca rostrata var. Sapphire Skies, **Sapphire Skies Yucca**
44. Yucca rupicola, **Twisted Leaf Yucca**
45. Yucca treculeana, **Texas Bayonet Yucca**

Ornamental Grasses:

1. Carex buchananii var. Red Rooster, **Red Rooster Sedge**
2. Carex cherokeensis, **Cherokee Sedge**
3. Carex divulsa, **Meadow Sedge**
4. Carex oshimensis var. Everest **Everest Weeping Sedge**
5. Carex oshimensis var. Evergold, **Evergold Sedge**
6. Carex perdentata, **Webberville Sedge**
7. Carex phyllocephala var. Sparkler, **Sparkler Sedge**
8. Chasmanthium latifolium, **Inland Sea Oats**
9. Cortaderia selloana var. Pumila, **Dwarf Pampas Grass**
10. Corynephorus canescens var. Spiky Blue, **Spiky Blue Grass**
11. Cyperus alternifolia, **Umbrella Plant**
12. Cyperus nanas, **Compact Umbrella Plant**
13. Dianella tasmanica var. Variegata, **Variegated Flax Lily**
14. Eragrostis curvula, **Weeping Lovegrass**
15. Eragrostis elliottii. **Blue Lovegrass**
16. Juncus inflexus var. Blue Arrows, **Blue Arrows Rush**
17. Juncus pallidus var. Javelin, **Javelin Rush**
18. Koeleria glauca var. Coolio, **Coolio Blue Hair Grass**
19. Koeleria glauca var. Blue Sprite, **Blue Sprite Blue Hair Grass**
20. Miscanthus sinensis var. Adagio, **Adagio Miscanthus**

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21. Miscanthus sinensis var. Gracillimus, **Maiden Grass**
22. Muhlenbergia capillaris, **Gulf Coast Muhly**
23. Muhlenbergla capillaris var. Lenca, **Regal Mist Pink Muhly**
24. Muhlenbergia duboides, **Weeping Muhly**
25. Muhlenbergia dumosa, **Bamboo Muhly**
26. Muhlenbergia lindheimeri, **Lindheimer Muhly**
27. Panicum virgatum var. Dallas Blues, **Dallas Blues Switchgrass**
28. Panicum virgatum var. Heavy Metal. **Heavy Metal Switchgrass**
29. Schizachyrium scoparium, **Little Bluestem**
30. Stipa tenuissima, **Mexican Feathergrass**

Perennials:
1. Achillea var. Moonshine, **Moonshine Yarrow**
2. Anisacanthus quadrifidus wrightii. **Flame Acanthus**
3. Aquilegia chrysantha var. hinkcleyana, **Texas Gold Columbine**
4. Artemesia var. Powis Castle, **Powis CasHe Artemesia**
5. Aster oblongifolius, **Fall Aster**
6. Astrolepis sinuata, **Wavy Scaly Cloakfern**
7. Buddleia david ii, **Butterfly Bush**
8. Caillirhoe involucrate, **Winecup**
9. Calyptocarpus vialis, **Horse Herb**
10. Chrysactinia mexicana, **Damianita**
11. Coreopsis lanceolata, **Lanceleaf Coreopsis**
12. Datura wrightii. **Datura Jimson Weed**
13. Dyschoriste linearis, **Snake Herb**
14. Echinacea purpurea, **Purple Coneflower**
15. Eupatorium greegii. **Greg's Mist Flower**
16. Gaura lindheimeri, **Pink Gaura**
17. Lantana horrida, **Texas Lantana**
18. Lavandula intermedia var. Provence, **Provence Lavender**
19. Lippia graveolens, **Mexican Oregano**
20. Marsilia macropoda, **Clover Fern**
21 . Melampodium leucanthum, **Blackfoot Daisy**
22. Nepeta faassenii var. Walker's Low, **Walker's Low Catmint**
23. Nierembergia graciliS var. Starry Eyes, **Starry Eyes Nierembergia**
24. Oenothera missouriensis, **Fluttermills**
25. Penstemon tenuis, **Brazos Penstemon**
26. Perovskia atriplicifolia, **Russian Sage**
27. Physostegia virginiana, **Fall Obedient Plant**
28. Rosmarinus officinalis var. Prostratus, **Prostrate Rosemary**
29. Rudbeckia fulgida, **Black-eyed Susan**
30. Rudbeckia fulgida var. Goldsturm, **Goldsturm Rudbeckia**
31. Rudbeckia maxima, **Giant Coneflower**
32. Salvia chamaedryoides, **Gray Shrub Sage**
33. Salvia farinacea var. Henry Duelberg, **Henry Duelberg Sage**
34. Salvia gregii var. Autumn Sage, **Autumn Sage Salvia**

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35. Salvia hybrid. **Nuevo Leon Sage**
36. Salvia longispicata var. Indigo Spires, **Indigo Spires Salvia**
37. Salvia Iyrata, **Lyre Leaf Sage**
38. Salvia roemeriana, **Cedar Sage**
39. Salvia var. May Night. **May Night Salvia**
40. Santolina chamaecyparissus, **Gray Santolina**
41 . Santolina pin nata, **Green Santolina**
42. Scyttellaria ovate, **Heartleaf Skullcap**
43. Scutellaria suffrutescens, **Pink Skullcap**
44. Sedum var. Autumn Joy, **Autumn Joy Sedum**
45. Stachys byzantine, **Lamb's Ear**
46. Tetraneuris scaposa, **Four Nerve Daisy**
47. Thelypteris kunthii. **Southern Wood Fern**
48. Verbena canadensis var. Homestead Purple, **Homestead Purple Verbena**
49. Wedelia texana, **Orange Zexmenia**

Vines and Groundcover:
1. Bignonia capreolata var. Tangerine Beauty, **Tangerine Beauty Crossvine**
2. Campsis tagliabuana var. Madame Galen, **Madame Galen Trumpetcreeper**
3. Campsis radicans var. MonbaL **Balboa Sunset Trumpetcreeper**
4. Campsis radicans var. Flamingo, **Flamingo Trumpetcreeper**
5. Campsis radicans var. Flava, **Yellow Trumpetcreeper**
6. Clematis paniculata, **Sweet Autumn Clematis**
7. Clematis var. Henryi, **Henry's Clematis**
8. Clematis var. Jackmanii, **Jackmanii ClemaHs**
9. Clematis var. Ramona, **Ramona ClemaHs**
10. Gelsemium rankinii, **Swamp Jessamine**
11 . Gelsemium sempervirens, **Carolina Jessamine**
12. Ipomoea quamoclit, **Cypress Vine**
13. Ipomoea sinuate, **Alamo Vine**
14. Lonicera sempervirens, **Coral Honeysuckle**
15. Lonicera sempervirens, **Yellow Honeysuckle**
16. Mascagnia macroptera, **Butterfly Vine**
17. Mazus Reptans, **Mazus Reptans**
18. Parthenocissus quinquefolia, **Virginia Creeper**
19. Passiflora caerulea var. Blue Crown, **Blue Crown Passion Vine**
20. Passiflora incarnate cinnicata var. Incense, **Incense Passion Vine**
21. Phyla nodiflora, **Texas Frogfruit**
22. Sedum spp., **Sedum**
23. Vinca Major, **Vinca Major**
24. Vinca Minor, **Vinca Minor**
25. Wisteria frutescsens, **Texas Wisteria**

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Attachment 5
Conceptual Open Space and Trail Plan

[INSERT UPDATED DRAWINGS THAT OVERLAY THE LOT LAYOUT FROM THE UPDATED CONCEPT PLAN BASED ON 8/18 P&Z (NO OTHER CHANGES)]

Attachment 6
Conceptual Street Tree Diagram

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Exhibit E
Special Regulations

1. The City agrees to approve final occupancy of completed residential structures as soon as sufficient fire service is in place and fire access has been established, subject to the developer providing a bond sufficient to secure the cost of completion of any public improvement that has not been completed and accepted at the time of the City's approval of final occupancy.

2. As construction of each phase is completed, representatives of the City shall inspect the water, sewer, drainage, and roadway 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, rules, and 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 a homeowners association or public improvement district. Installation of franchise utilities shall be a requirement for acceptance, except that the developer may sell up to thirty percent of the lots within a platted phase without the completion of such installation if the developer indemnifies the City for any damage to the accepted improvements that results from the franchise utility provider installing such utilities after acceptance by the City. Installation of landscaping, hardscape, and amenity improvements shall not be a requirement for acceptance of a subdivision.

3. The centerline curve of streets and alleys shall have a minimum radius per the following table:

Classification	**Minimum Centerline Radius (feet)**			
Thoroughfare	*Design Speed, V (MPH)*	*Friction Factor, F*	*Superelevation, e (ft/ft)*	*Radius, R (ft) (Rounded for Design)*
	25	0.23	-0.02	250*****
	30	0.20	-0.02	350
	35	0.18	-0.02	525
	40	0.16	-0.02	775
	45	0.15	-0.02	1100
	50	0.14	-0.02	1400
Collector	300			
Local	300			
Residential	150			
Loop streets and alleys	75			

*****May be reduced to a 200 feet radius at mid-block locations provided that it is shown that the general public safety is not compromised (e.g., stopping sight distance). A curve with a radius less than 250 feet must be a minimum of 300 feet from a street or alley intersection.

4. Per the requirements of the City's Storm Drainage Design Manual, any upstream, off-site drainage flow contribution to the Property will be required to detain to pre-development flow, unless it is an existing facility designed under an alternative basis. In addition to the predevelopment flow, an allowance of ten percent will be added in analyzing any required on-site detention systems as an added factor of safety. Any off-site flow contribution will not be required to be detained on the Property and may be released as a "pass-through" flow.

5. A drainage swale may be provided along CR-84 and CR-83 in lieu of installing curbs and gutters provided the maintenance of landscaping in this area of the right-of-way is funded through the PID or a homeowners association, to be determined at the time of platting.

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Exhibit F
Description and Depiction of the CR 83 Annexation Tract

DRAFT

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Attachment: 2014.006.01e - MRF redline to LEGAL Wells South Amended Dev Agr- (1192 : Wells South Development Agreement Amendment)

Exhibit G
Description and Depiction of the CR 84 Annexation Tract

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Attachment: 2014.006.01e - MRF redline to LEGAL Wells South Amended Dev Agr- (1192 : Wells South Development Agreement Amendment)

Exhibit H
Description and Depiction of the CR 83 Easement Release Tract

DRAFT

Attachment: 2014.006.01e - MRF redline to LEGAL Wells South Amended Dev Agr- (1192 : Wells South Development Agreement Amendment)

Exhibit I
Description and Depiction of the CR 84 Easement Release Tract

DRAFT

Exhibit J
Alignment of Water Line

DRAFT

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Exhibit K
Alignment of Sewer Line

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Exhibit L
Road Improvements

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Attachment: 2014.006.01e - MRF redline to LEGAL Wells South Amended Dev Agr- (1192 : Wells South Development Agreement Amendment)

Exhibit M
Water Line and Sewer Line Project Scope

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Attachment: 2014.006.01e - MRF redline to LEGAL Wells South Amended Dev Agr- (1192 : Wells South

Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Brooks Wilson, Senior Planner
CC: Mike Foreman, City Manager
Date: September 8, 2015
Re: Parks at Wilson Creek Development Agreement

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and take action regarding a Development Agreement by and between the City of Celina, Texas and the Cambridge Company for The Parks at Wilson Creek. The property is a ±669 acre tract of land located within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas. The property is located north and south of the future alignment of Carl Darnall Parkway (formerly Sunset Boulevard), east of the future alignment of Coit Road, and north of the future alignment of the Collin County Outer Loop. (Parks at Wilson Creek) (Liebman)

Background Information:

The Planning and Zoning Commission approved development regulations for the Parks at Wilson Creek in November, 2014. In January 2015, the City Council approved the Parks at Wilson Creek Development Agreement and created a Public Improvement District (PID) for the area to assist in the infrastructure development not only for the Parks, but also for the Lakes at Mustang Ranch development immediately south of Parks.

The original Development Agreement was comprised of a ±540 acre tract of land. Subsequently, the Cambridge Company has purchased additional land located east of the future City park and north of the future alignment of Carl Darnall Parkway bringing the total land area to be developed to ±668 acres. An application has been submitted for a revised Development Agreement with the City of Celina for the ±669 acre parcel of land, amending the acreage and proposing several revisions to the land use regulations and lotting patterns.

The Planning and Zoning Commission considered the proposed development regulations on August 18, 2015 and recommended approval.

Proposal:

The Cambridge Company is proposing to develop the ±669 acre parcel as a Planned Development upon annexation with primarily single family detached homes. Six residential neighborhoods are planned within the development, all with exclusively SF-single family detached underlying zoning. The overall maximum lot count is 2,500 and the proposed lot sizes are 50s, 60s and 70s with the

smallest lot size limited to a maximum of 50% of the overall product. An elementary school site is reserved on the site and a ±6 acre parcel is being reserved for R/O-Retail/Office development.

Access and Right-of-Way Dedication The exhibit shows the access points of entry to the property as follows:

- Carl Darnall Parkway - A future minor arterial (100' right-of-way with ten (10) foot landscape buffers), extending the existing Sunset Boulevard from Coit Road east to Custer Road; ultimately a four-lane divided roadway.
- Roseland Parkway - A future major north/south collector (80' right-of-way with ten (10) foot landscape buffers) intersecting with the Outer Loop and connecting to Roseland Parkway from the Lakes at Mustang Ranch northward to future development.

The applicant will be required to dedicate right-of-way for the expansion of Coit Road to achieve an ultimate 120' right-of-way. The applicant will also be required to dedicate right-of-way and construct a proportionate share of lanes for the extension of Carl Darnall Parkway (formerly Sunset Boulevard) as a 90' minor arterial with a four lane/divided roadway. The applicant will also dedicate right-of-way and construct the two-lane north-south collector to be named Roseland Parkway through the property.

Areas I through VI - Single Family Development Areas I through VI, approximately 579 net acres, are reserved exclusively for detached single family residential land uses. The maximum number of residential lots is 2,500. Type 1 lots will be a minimum of twenty percent (20%) and Type 3 lots will be a maximum of fifty percent (50%) of the total number of units, as shown below.

Lot Summary for Areas I through VI

Lot Type	***Lot Size***	***Maximums/ Minimums***	***Overall Density***
1	70' Wide Lots	Minimum of 20%	±4.31 units/acre
2	60' Wide Lots	-	
3	50' Wide Lots	Maximum of 50%	
	Maximum Total Lots	**2,500 maximum lots**	

Single Family Lot Regulations

	Lot Type 1	***Lot Type 2***	***Lot Type 3***
Minimum lot area	9,000 sq. ft.	7,500 sq. ft.	5,500 sq. ft.

Lot width	70’	60’	50’
Lot depth	115’	110’	100’
Min. front setback	25’	25’ (20’ if J-swing garage)	20’ (15’ if J-swing garage)
Garage door setback	21’ and in all cases, behind the front façade of residence		
Min. rear setback	25’	20’	15’
Min. side yard (midblock)	7’	5’	5’
Zero side yard option			0’ and 10’
Min. side yard (corner)	15’	15’	15’
Min. front porch setback	15’	15’	15’
Min. roof pitch*	8:12	8:12	6:12
Min. dwelling size (a/c area)	1,600 sq. ft.	1,600 sq. ft.	1,200 sq. ft.
Max. building height	2½ stories or 35’		
Max. impervious lot coverage**	60 percent		
Min. off-street parking	2 enclosed spaces plus 2 driveway spaces		
Accessory Buildings	Minimum front yard setback = 50’ Minimum side yard setback (midblock) = 3’ Minimum side yard setback (corner) = 15’ Minimum rear setback = 3’		

Exterior Materials The applicant is proposing 100% masonry on the front façade of every residence. In addition, 100% masonry will be used on any side or rear elevation that faces a public street. Side or rear elevations not facing a public street shall have a minimum of 50% masonry on each façade. In total, each residence shall have a minimum of 80% masonry overall. Accessory structures shall be constructed of complementary materials to the associated residence.

Area VII - Commercial Development A tract of land, located at the far western edge of the property, ±six (6) acres, will be reserved for retail/office development exclusively. This area will have an underlying zoning category of R/O - Retail/Office. The list of permitted uses is included in the development regulations and many land uses are restricted to approval only with a Conditional Use Permit (CUP), which allows additional scrutiny by the City Council for approval.

Open Space The property is adjacent to a significant amount of open space, some of which is a future City park site, planned on a ±100 acre tract located north of Carl Darnall Parkway (the eastbound extension of current Sunset Boulevard). The applicant is planning direct access to the city park along future Roseland Parkway along the entire length of the property and limited access to the west side of the park from residential streets in Neighborhood I. In addition, the applicant is proposing a hike and bike trail, Wilson Creek Trail, between Neighborhoods IV and V, which intersects with an open space/community amenity center. A second amenity center is planned for

Neighborhood I and pocket parks are interspersed throughout the development.

It is staff's recommendation the Outer Loop right-of-way and buffer that was previously approved in the Development Agreement be provided for in the amended development regulations.

> Area H: This area is located north and outside of the north right-of-way line of the future Outer Loop. The buffer shall be a minimum one-hundred (100) feet in width. Shade trees shall be planted at an average of fifty (50) feet on center, clustering or grouping of trees is permitted. This area may also be used to provide detention or retention; if retention is used then a lighted water feature or aeration device is required. Where residential lots back or side to the Outer Loop, a minimum ten (10) foot vertical barrier shall be created with a combination of berms, retaining walls, and a minimum six (6) masonry wall. This area shall be fully landscaped and irrigated.

Edge Treatments The applicant is proposing a combination of six foot tall masonry walls and ornamental fencing with masonry columns along the major roadways within the community. The design is meant to open up vistas into the residential areas and the open spaces.

Supporting Documents:

Proposed Development Agreement

Notification:

- ~~July 3, 2015 Notice of P&Z public hearing published in *The Celina Record*~~
- ~~August 18, 2015 Planning and Zoning Commission held a public hearing~~
- ~~August 21, 2015 Notice of CC public hearing published in *The Celina Record*~~
- ~~August 21, 2015 CC caption posted on City website~~
- September 8, 2015 City Council to consider Development Agreement

Legal Review:

The City's land use attorney has reviewed the Development Agreement and deems it acceptable.

Planning & Zoning Commission Recommendation:

The Planning & Zoning Commission voted unanimously on August 18, 2015 to recommend approval of the Development Regulations, which are part of the overall Development Agreement.

Staff Recommendation:

Staff recommends approval.

AMENDED AND RESTATED
DEVELOPMENT AGREEMENT
(The Parks at Wilson Creek)

This Amended and Restated Development Agreement (this "Agreement") is made and entered into as of the 8th day of September, 2015 (the "Effective Date"), by and between THE CITY OF CELINA, TEXAS (the "City"), a home rule municipality located within Collin County, Texas, THE PARKS AT WILSON CREEK, L.P., a Texas limited partnership (the "Owner") and the ESTATE OF MOSES HUBBARD (the "Additional Property Owner") (the City, Owner and Additional Property Owner are each individually, a "Party", and collectively, the "Parties").

RECITALS

WHEREAS, the City is a home rule municipal corporation duly organized and validly existing under the laws of the State of Texas located within Collin County, Texas (the "County");

WHEREAS, as of the Effective Date, the City has an estimated population of less than 1.9 million persons;

WHEREAS, the Owner is a Texas limited partnership whose principal office is located within Dallas County, Texas;

WHEREAS, the Owner owns a tract of land in Collin County, Texas, containing approximately 540 acres, and being more particularly described by metes and bounds in ***Exhibit "A-1"*** attached hereto (the "Original Property"), currently located wholly within the extraterritorial jurisdiction ("ETJ") of the City. A map of the Original Property is attached hereto as ***Exhibit "B-1"***;

WHEREAS, the Additional Property Owner~~s~~ owns a tract of land in Collin County, Texas, containing approximately 161 acres, and being more particularly described by metes and bounds in ***Exhibit "A-2"*** attached hereto (the "Additional Property" and collectively with the Original Property the "Property"), currently located wholly within the extraterritorial jurisdiction ("ETJ") of the City. A map of the Additional Property is attached hereto as ***Exhibit "B-2"***. A metes and bounds description of the Property is attached hereto as ***Exhibit "A-3"*** and a map of the Property is attached hereto as ***Exhibit "B-3"***;

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WHEREAS, the Owner and the City entered into that certain Development Agreement as of January 13, 2015, recorded in the real property records of Collin County on January 26, 2015, at Instrument Number 20151260000084070 (the "Original Agreement");

WHEREAS, the Parties desire to replace, in its entirety, the Original Agreement with this Agreement;

WHEREAS, pursuant to Chapter 791, Texas Government Code, the Parties acknowledge that the City entered into an interlocal agreement with the County pursuant to which the City has exclusive jurisdiction over subdivision regulation and platting within the City's ETJ and the

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Attachment: Parks at Wilson Creek Amended and Restated Dev Agrmnt (1216 : Parks at Wilson Creek Development Agreement)

design, construction, installation, and inspection of water, sanitary sewer, drainage, roads, and other roadway and utility infrastructure to be located upon the Property, and that the County shall have and exercise no jurisdiction over such matters;

WHEREAS, the Property is located within an area for which Certificate of Convenience and Necessity No. 10150 has been granted to Marilee Special Utility District for providing retail water service;

WHEREAS, Owner successfully decertified the Original Property from the Marilee Special Utility District Certificate of Convenience and Necessity No. 10150 in Texas Commission on Environmental Quality proceeding No. 37729-C and Marilee Special Utility District has appealed such decertification to Travis County District Court in Cause No.D-1-GN-14-000130~~GV-13-001358~~ which appeal is still pending;

WHEREAS, Owner shall, at Owner's sole cost and expense, decertify the Additional Property from the Marilee Special Utility District Certificate of Necessity No. 10150;

WHEREAS, the parties intend for the City to be the retail provider of water service and sewer service to the Property;

WHEREAS, the Owner desires to proceed with development of the Property as a master planned community to be known as **The Parks at Wilson Creek** (the "Development") as described or illustrated in the concept plan (the "Concept Plan") attached hereto as ***Exhibit "C,"*** which Development is anticipated to occur over a number of years in phases of various sizes;

WHEREAS, the Development will require certain perimeter road improvements (a) necessary for turning movements into and out of the Property; and (b) located where the Property is adjacent to the future Coit Road, the future Outer Loop and Carl Darnall Parkway (f.k.a., Sunset Blvd.) (collectively, the "Perimeter Road Improvements");

WHEREAS, the Development will require certain onsite infrastructure, including streets and roads; drainage; water, sanitary sewer, and other utility systems; parks, open space, landscaping, and trail systems; and land for all of the onsite public improvements (collectively, "Onsite Public Improvements");

WHEREAS, certain offsite public infrastructure necessary to bring water and sanitary sewer service and improve access to the Property (collectively, "Offsite Public Improvements" and together with the Perimeter Road Improvements and the Onsite Public Improvements, the "Public Improvements") are not currently available to serve the Development;

WHEREAS, due to the location and other natural features of the Property, the cost of the Public Improvements does not allow for the Owner's intended Development in a cost-effective and market-competitive manner without participation by the City;

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;

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WHEREAS, the City has agreed to fund offsite water and sewer facilities sufficient to provide adequate and continuous service to the Property for the proposed Development as set forth herein, all in accordance with the terms hereof;

WHEREAS, the Parties have determined that the financing of the Perimeter Road Improvements and the Onsite Public Improvements necessary for the development of the Property as proposed by the Concept Plan can best be achieved by means of Chapter 372, Texas Local Government Code, as amended, entitled the "Public Improvement District Assessment Act" ("PID Act");

WHEREAS, following receipt of a petition requesting a public improvement district from the Owner, the City created The Parks at Wilson Creek Public Improvement District on November 11, 2014, through passage of Resolution No. 2014-54R (the "Original PID"), for the purpose of financing the Perimeter Road Improvements and the Onsite Public Improvements that confer a special benefit on the Original Property;

WHEREAS, following receipt of a petition requesting a public improvement district from the Owner and the Additional Property Owner, the City created The Parks at Wilson Creek Public Improvement District on August 11, 2015, through passage of Resolution No. 2015- ___R (the "PID"), for the purpose of financing the Perimeter Road Improvements and the Onsite Public Improvements that confer a special benefit on the Property;

WHEREAS, following the levy of assessments in the PID for the Offsite Public Improvements, the Original PID will be dissolved;

WHEREAS, the Parties have determined that they have the authority to enter into this Agreement, including, but not limited to, the authority granted by Section 212.172, Texas Local Government Code, as amended;

WHEREAS, the Owner and the Additional Property Owner haves agreed to impose the terms and provisions of this Agreement as restrictive covenants upon the Property;

WHEREAS, the City is agreeable to the Property being developed as a master planned community pursuant to such restrictive covenants that will remain in place for the term of this Agreement;

WHEREAS, the City supports the Concept Plan and will consider plats of all or a portion of the Property in general accordance with such plan and this Agreement;

WHEREAS, the City, and the Owner, and the Additional Property Owner agree that the development of the Property can best proceed pursuant to a development agreement such as this Agreement;

WHEREAS, the City, on or before August 7, 2015, mailed notices to property owners within 200 feet of the Property notifying such owners that the City's Planning and Zoning Commission would consider **Exhibit "D"** during their August 18, 2015, meeting;

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WHEREAS, the City, on or before August 23, 2015, mailed notices to property owners within 200 feet of the Property notifying such owners that the City's City Council would consider **Exhibit "D"** during their September 8, 2015, meeting;

WHEREAS, the City's Planning and Zoning Commission considered **Exhibit *"D"*** to this Agreement during their August 18, 2014, meeting; and

WHEREAS, it is the intent of this Agreement to establish certain legally binding restrictions and commitments to be imposed upon the Property; and the City, ~~and~~ the Owner, and the Additional Property Owner are proceeding in reliance on the enforceability of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the ~~City and the Owner~~Parties hereby agree as follows:

ARTICLE I
REPRESENTATIONS AND DEFINITIONS

1.01 Recitals. The recitals contained in this Agreement are true and correct as of the Effective Date and form the basis upon which the Parties negotiated and entered into this Agreement.

1.02 Authority. The City represents and warrants that this Agreement has been approved and duly adopted by the City Council of the City in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act), and that the individual executing this Agreement on behalf of the City has been authorized to do so. The Owner represents and warrants that this Agreement has been approved by appropriate action of the Owner, and that the individual executing this Agreement on behalf of the Owner has been authorized to do so. The Additional Property Owner represents and warrants that this Agreement has been approved by appropriate action of the Additional Property Owner, and that the individuals executing this Agreement on behalf of the Additional Property Owner have been authorized to do so.

ARTICLE II
PURPOSES, TERM, CONSIDERATION, AND JURISDICTIONAL STATUS

2.01 Purposes. The Parties desire to enter into this Agreement to: extend the City's planning authority over the land by providing for a development plan under which certain general uses and development of the Property are authorized; authorize enforcement by the City of municipal land use and development regulations in the same manner the regulations are enforced within the City's boundaries; authorize enforcement by the City of certain land use and development regulations other than those that apply within the City's boundaries; and provide for infrastructure for the Property, including the Public Improvements. It is further the intent and purpose of the Parties to provide for the annexation of the Property and to provide for the terms of annexation; specify the uses and development of the Property before and after annexation; and include other lawful terms and consideration, including establishing the means of and terms for financing the Public Improvements by the City and the Owner.

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2.02 Consideration. The covenants of, benefits to, and performances by, the Parties set forth in this Agreement, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by the Parties.

2.03 Term. The term of this Agreement shall be 45 years after the Effective Date (the "Term"). Notwithstanding the foregoing, if Owner does not acquire the Additional Property from the Additional Property Owner on or before October 15, 2015, this Agreement shall be void ab initio and shall have no force or effect at which point the Original Agreement shall again be effective.

2.04 Immunity From Full Purpose Annexation. Until the Owner presents the Annexation Petition (hereinafter defined) as provided in Section 4.01 of this Agreement and the City satisfies the conditions in Section 4.02 of this Agreement, the City hereby guarantees the extraterritorial status of the Property and its immunity from full purpose annexation by the City during the Term of this Agreement.

ARTICLE III
REGULATION OF DEVELOPMENT

3.01 Governing Regulations. Development of the Property shall be governed solely by the following:

(a) the Concept Plan attached as ***Exhibit "C"*** to this Agreement;

(b) the Planned Development Regulations for The Parks at Wilson Creek attached as ***Exhibit "D"*** to this Agreement (the "Development Regulations");

(c) the City's subdivision regulations adopted by the City Council for uniform application throughout the corporate limits and the ETJ of the City (the "Subdivision Regulations");

(d) the City's building codes adopted by the City Council for uniform application throughout the corporate limits and the ETJ of the City (the "Building Codes");

(e) the City's engineering and construction standards adopted by the City Council for uniform application throughout the corporate limits and the ETJ of the City (the "Engineering and Construction Standards");

(f) the City's water and wastewater rules adopted by the City Council for uniform application throughout the corporate limits and ETJ of the City (the "Water and Wastewater Rules"); and

(g) final plats for portions of the Property that are approved, from time to time, by the City in accordance with this Agreement and the Subdivision Regulations (the "Approved Plats").

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The following shall hereinafter be referred to collectively as the "Governing Regulations": (i) the Concept Plan, (ii) the Development Regulations, (iii) the Subdivision Regulations, (iv) the Building Codes, (v) the Approved Plats, (vi) the Engineering and Construction Standards, and (vii) the Water and Wastewater Rules. Except to the extent amended uniformly and applied throughout the corporate limits and ETJ as noted above, the Governing Regulations are the exclusive development regulations, and no other ordinances, rules, regulations, standards, policies, orders, guidelines or other City-adopted or City-enforced requirements of any kind (including any moratorium adopted by the City after the Effective Date unless the City, in its reasonable discretion, determines that a moratorium applicable to the Property is an absolute necessity from a health and welfare standpoint and is applicable uniformly to at least the general vicinity of the Property) apply to the development of the Property with the exception of those regulations adopted to prevent the imminent destruction of property or injury of persons. Subject to the limitations set forth in Section 3.06 below, the Subdivision Regulations, Building Codes, Engineering and Construction Standards, and Water and Wastewater Rules, as applicable to the Property, may be amended by the City from time to time during the Term of this Agreement. The Governing Regulations and this Agreement shall continue to be applicable after annexation of the Property by the City. The Parties agree that the Concept Plan and Development Regulations constitute a "development plan" as such term is used in Section 212.172, Texas Local Government Code.

Notwithstanding any other provisions of this Agreement, following annexation of the Property, the City may enforce any zoning ordinance adopted for the Property and the City's general zoning ordinance contained in Chapter 14 of the Code of Ordinances as currently existing or may be amended (together the "Zoning Regulations") against any End-Buyer of a fully developed and improved lot. The term "End-Buyer" means any owner, developer, tenant, user, or occupant. The term "fully developed and improved lot" means any lot, regardless of proposed use, for which a final plat has been approved by the City and recorded in the deed records.

3.02 Concept Plan Revisions. The Concept Plan may be revised in part (without opening up the entire Concept Plan to revision) with the approval of the Owner, the City, and the owners of the portions of the Property within the area being revised on the Concept Plan. In addition, the boundaries of any tract shown on the Concept Plan (but not the total lot count) may be revised, from time to time, with only the approval of the City's staff, which approval shall not be unreasonably withheld, conditioned or delayed, if:

(a) the revision is approved, in writing, by the owners of all the property within the tracts being revised;

(b) the revision is approved, in writing, by the Owner;

(c) a revised Concept Plan is submitted to the City's staff concurrently with the submission of any preliminary plat covering any portion of the property subject to the change;

(d) the cumulative effect of all revisions does not change the area within any tract by more than 10% (based on the tracts as they are shown on the Concept Plan); and

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(e) the maximum lot count of 2,500 single family living units allowed for the Property by the Development Regulations is not increased.

In addition, if requested by Owner prior to submittal of a general development plan for any portion of the Property adjacent to the proposed Outer Loop, the Concept Plan may be revised, with only the approval of the City~~'s staff~~ Manager and Director of Planning and Development Services, to reduce the 100-foot wide landscape buffer referenced in Exhibit D, Section 10.2, Area H, to a 40-foot wide landscape buffer which approval shall ~~not be unreasonably withheld~~be at the City's sole discretion.

If the Concept Plan is revised as provided by this section, the revision shall be considered an amendment to this Agreement, and the City shall cause the revised Concept Plan to be attached to the official version of this Agreement on file in the county deed records. After annexation of the Property into the corporate limits, this review standard for Concept Plan revisions will be incorporated into the PD zoning ordinance governing the Property.

3.03 Development Regulation Revisions. Prior to annexation of the Property into the corporate limits, the City Council may permit exceptions to the Development Regulations when Owner demonstrates, to the reasonable satisfaction of the City Council, that the requested exception: (A) is not contrary to the public interest; (B) does not injure adjacent property; and (C) does not materially adversely affect the overall quality of development.

3.04 Plat Extensions. If requested in writing by Owner prior to the expiration date, any approved construction plat/preliminary plat, construction plat or construction drawings shall be automatically extended one time for one year. The City's staff shall provide Owner written confirmation of such one-year extension upon receipt of Owner's written request for such extension.

3.05 Impact of Revisions. Nothing in this Article III constitutes a waiver of Owner's right to claim that a future adopted City ordinance: (A) does not apply to the Property based on the "vested rights" of Owner, whether such rights arise under Chapter 43, as amended, or Chapter 245, as amended, Texas Local Government Code; (B) does not apply to the Property based on any other legal or equitable theory, whether based on existing or future common-law or state or federal statutes; or (C) constitutes an illegal exaction or a "taking" without compensation.

3.06 Conflicts. In the event of any conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, procedure, order, guideline or other City-adopted or City-enforced requirement for initial development, whether existing on the Effective Date or hereinafter adopted, or whether before or after annexation of the Property by the City, this Agreement shall control. In the event of any conflict between the Development Regulations and the Subdivision Regulations, the Development Regulations shall control. In the event of any conflict between any Approved Plat and any of the other Governing Regulations, the Approved Plat shall control. ~~Notwithstanding anything to the contrary in this Agreement, the Subdivision Regulations, or any other City requirement, the Owner shall not be required to construct or fund any improvements, grant any easements, pay any fees, or make any dedications to the extent such requirements are not proportional to the impact of the Development unless expressly required by this Agreement.~~

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3.07 Certificate of Occupancy. Except for model homes as set forth below, no permanent structure located upon the Property shall be occupied until a certificate of occupancy has been issued by the City in compliance with the Governing Regulations. Model homes may be occupied for the sole purpose of sales and marketing with the issuance of a temporary certificate of occupancy which the City shall issue upon compliance with the Governing Regulations; however, no model home may be sold to or occupied by an End-Buyer (hereinafter defined) until a regular certificate of occupancy has been issued. All certificates of occupancy shall be paid for by the builder performing the work (or by the owner of the property on which the work is being performed).

3.08 Exclusive Fees. (a) Except as specifically described below, the Owner shall be subject to those fees and charges due and payable to the City in connection with the development of the Property that are charged uniformly to other developments located in the corporate limits of the City, except for outdoor warning device fees.

(b) Notwithstanding the foregoing, no capital recovery fees including, but not limited to, pro rata fees, impact fees for water, sewer, and roadways, park fees and other capital recovery fees (collectively, the "Capital Recovery Fees") shall be charged against the Property other than park fees in an amount not exceeding $1,500 per residential dwelling unit and water and sewer impact fees not exceeding the amounts set forth on ***Exhibit "E"*** attached hereto. In addition to the fees described above, because the Off-Site Utility Debt defined in Section 6.04 below took the form of City-issued certificates of obligation, with the first phase being sold on December 23, 2014, the Owner made a one-time escrow deposit with the City in the amount of $762,500.00 ~~(the "Escrow Funds")~~ on February 13, 2015 for the Original Property. For the Additional Property the Owner shall make a one-time escrow deposit with the City in the amount of $201,250.00 (collectively both escrow deposits referred to as the "Escrow Funds"). The City shall use the Escrow Funds only for the following purposes: (a) reasonable fees and costs incurred for legal and engineering services related to conducting annexations and entering agreements related thereto to complete annexations that will cause the Property to be contiguous to the City limits; (b) if approved in writing by the Owner prior to an agreement being entered, the amount to be paid by the City for incentives to owners of property as part of an agreement to obtain a voluntary petition; (c) payment of $~~87,500~~125,972.50 in fees to Marilee Special Utility District ("Marilee") for the purchase of CCN for ~~70~~100.778 acres of future park land owned by the City and adjacent to the Property as required by the Full and Final Settlement Agreement dated April 24, 2001, as subsequently amended (the "Marilee Contract"); and (d) payment of fees to Marilee for purchase of CCN for the Property under the Marilee Contract. The ~~P~~Parties acknowledge that the Owner has successfully decertified the Original Property from Marilee's CCN, but that Marilee has appealed such decertification to Travis County District Court. The Parties acknowledge that Owner intends to decertify the Additional Property from Marilee's CCN, and that such decertification may or may not be granted, or if granted may or may not be appealed by Marilee. Once appeals are exhausted, if the Property remains decertified from Marilee's CCN, then all remaining Escrow Funds, including actual interest earned, will be returned to Owner. If Marilee is successful in retaining the CCN for the Property in any appeal or any appeals by Marilee are not exhausted by October 23, 2017, then any remaining Escrow Funds will be used by the City to pay Marilee for the CCN pursuant to the Marilee Contract. If the remaining Escrow Funds are less than the total amount owed by the City to Marilee for the CCN, then Owner shall promptly pay to the City the difference between the amount owed to

Comment [A1]: Will need to increase es or CCN acquisition of Hubbard at contract rat x. 669 acres.

Comment [A2]: Amend based on additi rk land acquisition.

Comment [A3]: Verify acreage with add property

Comment [A4]: Include provisions for acquisition of CCN on additional property.

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Marilee minus the remaining Escrow Funds. The City agrees that if public improvement district bonds are issued for eligible improvements benefitting the Property, then any cost to purchase the Marilee CCN under the Marilee Contract paid with Escrow Funds or by the Owner shall be included in the first phase PID Bonds issued as a reimbursable cost to the Owner, unless prohibited or limited by law or other restrictions.

(c) In exchange for being exempt from the City's outdoor warning device fee required by City ordinance, Owner agrees to pay City, on or before the date PID bonds are issued by the City for any part of the Development, a one-time fee in the amount of $40,000 to be used by the City solely for the purpose of installing outdoor warning devices. City agrees that the outdoor warning device will not be placed on the Property and anticipates placing the outdoor warning device on park property owned by the City that is adjacent to the Property.

ARTICLE IV
ANNEXATION & ZONING

4.01 Annexation and Zoning. Within 14 days of the City notifying the Owner that the Property is contiguous to the City's corporate boundary, the Owner shall submit a petition (the "Annexation Petition") to the City requesting the annexation of the Property into the corporate boundaries of the City. The Owner retains the right to withdraw the Annexation Petition if the City does not satisfy the terms of Section 4.02 below. Concurrently with submitting the Annexation Petition, the Owner shall submit a zoning change application to the City requesting the Property be zoned consistent with the Governing Regulations pursuant to a planned development district ("PD") zoning ordinance. The requirements of this Section 4.01 shall apply to the Additional Property Owner if it has not closed on selling the Additional Property to the Owner.

Comment [A5]: Does Additional Proper need to be included? Could the annexation prior to property closing?

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The Property annexed into the City shall be initially developed in accordance with the Concept Plan and Development Regulations regardless of the PD zoning of the Property after annexation, and nothing herein shall be construed to prevent the Property from being developed in accordance with such standards.

4.02 Conditions to Annexation Petition. Owner's right to withdraw the Annexation Petition terminates after the City satisfies the following conditions:

(a) The City shall have approved a bond ordinance authorizing the issuance and selling of the first series of PID assessment revenue bonds in amounts sufficient to fund the costs of all or a portion of the Perimeter Road Improvements and the Onsite Public Improvements (the "PID Bonds"); and

(b) The City shall have executed this Agreement and recorded such fully-executed agreement in the real property records of Collin County, Texas.

Following the completion of all public hearings required by law for annexation and zoning, the approval of: (i) the bond documents and sale of the first series of PID Bonds; (ii) approval of an annexation ordinance for the Property; and (iii) approval of the PD zoning ordinance for the Property will appear on the same City Council meeting agenda for consideration.

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4.03 Enforcement Rights After Annexation and Zoning. Upon annexation of the Property or any portion thereof, the City shall have all of the same enforcement rights to enforce compliance with the Governing Regulations with respect to such Property that it otherwise enjoys under the law to enforce development regulations within the City's corporate limits.

4.04 Discontinuation of Land Use. The Parties agree that should the City annex all or any portion of the Property, the City may pursue the discontinuation of non-conforming land uses without regard to whether and for what length of time a particular land use existed prior to annexation into the City if such use is not permitted by the Concept Plan and Development Regulations.

ARTICLE V
ROAD INFRASTRUCTURE

The parties recognize, acknowledge, and agree that efficient ingress and egress and traffic management are important to the success of the Development and the health, safety and welfare of the current and future residents of the Development and the City. Certain road improvements will be located outside of the Property but are necessary and beneficial to the Development. Such Perimeter Road Improvements shall be limited to those improvements: (a) necessary for turning movements into and out of the Property; and (b) located where the Property is adjacent to the future Coit Road, the future Outer Loop and Carl Darnall Parkway (f.k.a., Sunset Blvd.). With respect to Carl Darnall Parkway, the Owner shall construct four lanes from Preston to Coit and the southern two lanes from Property's east boundary line to Custer. With respect to the Perimeter Road Improvements, the City shall, at the Owner's option, either acquire with PID bond proceeds or accept from Owner a dedication of one-half of the right-of-way required if the Property abuts on one side of the Perimeter Road Improvements and all or both halves of the right-of-way if the Property abuts on both sides of the Perimeter Road Improvements. The Owner will construct those Perimeter Road Improvements necessary and beneficial to the Development.

Comment [A6]: Gabe will put together a ... or discussion purposes to specify road dedicati ... construction requirements. The City is not ... support of this Article V as drafted here.

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ARTICLE VI
UTILITY SERVICE PLAN

6.01 General. It is anticipated that the Development will occur in phases. Further, other areas within the City's corporate boundaries are expected to continue to develop over time. Accordingly, it is understood and agreed that a reliable long term source of treated water supply and wastewater treatment will be needed by the City so that utility capacities will be available at times and in amounts needed to meet the ultimate requirements of the Development and other areas of the City as they develop. It is recognized, however, that as of the Effective Date, the City does not own sufficient treated water supply and distribution facilities or wastewater collection or treatment improvements or capacities to meet such needs. However, the Parties have agreed upon a plan for meeting the treated water and wastewater needs of the Parties, including the financing thereof.

6.02 Water Service.

Comment [A7]: Need new section relati ... obligations to decertify additional property ... Marilee

(a) Retail Service; CCN Matters. The Parties acknowledge that the City has a CCN to provide retail water service to certain areas that include a portion of the

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Property. The Parties acknowledge and agree that water capacity will be needed in phases as the Development progresses. The City represents and confirms that it will provide water service at times and in amounts sufficient to meet the service demands of the Development, including, without limitation, for Owner's anticipated first phase of single family lots in the Development. Based upon the foregoing, the Owner acknowledges and agrees to the City's designation as the sole and exclusive retail service provider to the Property. Within 10 days of receiving a written request from Owner, the City will provide to Owner or Owner's designee a "will serve" letter confirming sufficient water capacity to serve the proposed Development of the Property.

(b) UTRWD Wholesale Water Supply Contract. The City has entered into a Participating Customer Treated Water Supply Contract, dated February 14, 2000, as amended September 22, 2003, with the Upper Trinity Regional Water District ("UTRWD") for wholesale treated water supply which contract may be amended from time to time. The City agrees to amend or take such other appropriate action necessary to secure water supply for the Development at times and in amounts as will permit the continuous and orderly development of the Property pursuant to the Concept Plan, including, without limitation, for Owner's anticipated first phase of single family lots in the Development. The City agrees to request input from the Owner for planning purposes, and Owner agrees to provide information as may be reasonably requested from time to time by the City, to enable the City to plan for the water service demands of the Development.

(c) Water Distribution Line. In order to serve the Development, the City has determined to construct an offsite water distribution line, together with the necessary appurtenances thereto (the "Water Line"), which Water Line will be planned and engineered with the input of Owner, City, and UTRWD. The general alignment for the Water Line is depicted in ***Exhibit "F"***. The City's engineer shall have final approval over the design construction plans.

(d) Water Line Costs. The City will fund all costs of engineering and constructing the Water Line (including, without limitation, any required easement acquisitions needed from third parties) to the perimeter boundary of the Property.

6.03 Wastewater Service.

(a) Retail Service; CCN Matters. The Parties acknowledge that the City has a CCN to provide retail sewer service to certain areas that include the Property. The Parties acknowledge and agree that sanitary sewer capacity will be needed in phases as the Property develops. The City represents and confirms that it will provide sanitary sewer service at times and in amounts sufficient to meet the service demands of the Development, including, without limitation, for Owner's anticipated first phase of single family lots in the Development. Based upon the foregoing, the Owner acknowledges and agrees to the City's designation as the sole and exclusive retail sewer service provider for the Property. Within 10 days of receiving a written request from Owner, the City will provide to Owner or

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Owner's designee a "will serve" letter confirming sufficient sewer discharge capacity to serve the proposed Development of the Property.

(b) Wholesale Waste Treatment Contract. The City entered into a contract for the provision of wastewater collection and treatment services, dated December 7, 2006, and amended December 13, 2007, with UTRWD, which contract may be further amended from time to time. The City agrees to take all appropriate action necessary to secure wastewater collection and treatment services for the Development at times and in amounts as will permit the continuous orderly development of the Property pursuant to the Concept Plan, including, without limitation, for Owner's anticipated first phase of single family lots in the Development. The City agrees to request input from Owner for planning purposes and Owner agrees to provide information as may be reasonably requested from time to time by the City to plan for the wastewater service demands of the Development.

(c) Wastewater Collection Line. In order to serve the Development, the City has determined to construct an offsite wastewater collection line, together with necessary appurtenances thereto, to the perimeter boundary of the Property (collectively, the "Sewer Line"). The Sewer Line will be planned and engineered with the input of the City and the wholesale supplier of wastewater collection and treatment services. The general alignment for the Sewer Line is depicted on ***Exhibit "F"*** and identified thereon as the UTRWD Connection. If the City or its designee has not completed construction of the Sewer Line by April 30, 2017, but such construction is ongoing and a licensed Texas engineer estimates the Sewer Line will be available to accept wastewater from the Development on or before April 30, 2018, the Owner, at its sole cost and expense, may create wet wells and/or pump and haul wastewater from the Development during such one-year period between April 30, 2017, and April 30, 2018, as necessary to serve the Development. Any wet wells or pump and haul wastewater solution provided by the Owner satisfies the condition for service from the City required by Section 4.02(a) above. No obligations of the Owner under this Section 6.03(c) relieve the City of its CCN obligations to provide continuous and adequate service or affect obligations in city-issued will-serve letters.

(d) Sewer Line Costs. The City or its designee will fund all costs of engineering and constructing the Sewer Line (including, without limitation, any required easement acquisitions) to the perimeter boundary of the Property.

6.04 Public Finance of the Water and Sewer Line. The City will satisfy all or a portion of its funding obligation for the Water Line and the Sewer Line by using its best efforts to issue debt by October 15, 2015 (the "Off-Site Utility Debt"), then using the proceeds of such Off-Site Utility Debt to fund construction of the Water Line and the Sewer Line. Prior to issuing the Off-Site Utility Debt, the City will levy PID assessments on the Property and the real property owned by Celina 682 Partners, L.P., an affiliate of Owner, and described on ***Exhibit "G"*** attached hereto (the "Mustang Property") in an amount equal to the costs of the allocable

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share of the Water Line and the Sewer Line providing a special benefit to the Property and the Mustang Property (the "Off-Site Utility Assessments") and the City will enter into a grant agreement with Owner, for the benefit of all future owners of the Property, and owner of the Mustang Property pursuant to Texas Local Government Code Chapter 380 or Texas Tax Code Chapter 311 ("TIF Act") that provides for ~~the payment of~~a credit to the annual installments of such Off-Site Utility Assessments ~~from a lawfully available source of funds that is not subject to annual appropriations as described therein~~ (the "Off-Site Utility ~~Grant~~Credit Agreement"). The City will prepare each year an updated PID assessment role confirming the amount of the annual installment owed on the Off-Site Utility Assessments and the reduced assessment amount burdening the Property for the Off-Site Utility Assessments after the City applies against the annual installment for the Off-Site Utility Assessments the grant amounts set forth in the Off-Site Utility ~~Grant~~Credit Agreement.

6.05 Retail Service Rates. It is the express intent of the Parties that the retail water and sanitary sewer rates for each classification of customer will be uniform throughout the portions of the City limits for which the City controls the CCN. Consequently, the retail rates for water and sanitary sewer service to be provided to the future residents and commercial customers within the Property after annexation shall be at all times and in all respects the same as charged to the same classification of customers within the portions of the City limits for which the City controls the CCN.

ARTICLE VII
PUBLIC IMPROVEMENT DISTRICT

7.01 The City created the PID, to fund, in part, the Perimeter Road Improvements, the Onsite Public Improvements and the provision of certain Supplemental Services (hereinafter defined) that will confer a special benefit upon the Property. As soon as reasonably practicable following a request by Owner, and provided the City's financial advisor confirms the bonds are credit worthy and marketable to third party institutional investors, the City agrees to issue the PID Bonds.

(a) The Original PID created by Resolution No. 2014-54R includes the Original Property. The PID created by Resolution No. 2015-___R includes the Property. After the City levies assessments on the PRoperty for the Offsite Public Improvements, the Original PID will be dissolved.

(b) PID funding of Perimeter Road Improvements, Onsite Public Improvements and Supplemental Services as authorized by the PID Act and approved by the City will include, to the maximum extent authorized by State law: (i) annual payments by the City to the Owner of PID assessments; (ii) the issuance by the City of PID Bonds secured by such assessments and/or other security; (iii) the issuance by the City or other issuer of other bonds secured by PID assessments and/or other security; and (iv) any other method approved by the Parties.

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(c) The Water Line, Sewer Line, Perimeter Road Improvements, Onsite Public Improvements and Supplemental Services to be funded by the PID will be the same as those described in the PID Service and Assessment Plan, which Public Improvements confer a special benefit on the Property (the "PID Projects").

(d) The total estimated cost of the PID Projects (the "PID Project Costs") will be as stated in the PID Service and Assessment Plan, as amended. The PID Project Costs will include the cost of two-year maintenance bonds for the Perimeter Road Improvements and the Onsite Public Improvements.

(e) The City and the Owner will jointly determine the PID Project Costs and prepare a Service and Assessment Plan for the PID. After the City approves the final PID Project Costs, prepares a proposed assessment roll based thereon, and files the Service and Assessment Plan and proposed assessment roll with the Secretary for the City for public inspection, the City will levy special assessments against the Property. The City shall review and update the Service and Assessment Plan consistent with the requirements of Section 372.013(b) of the PID Act. As needed for consistency with the updated Service and Assessment Plan and consistent with the requirements of Sections 372.019 and 372.020 of the PID Act, the City shall make supplemental assessments, reassessments or new assessments such that assessments reflect the updated PID Project Costs. As needed to implement the Service and Assessment Plan, the City and the Owner will enter into a PID reimbursement agreement that provides for the Owner's construction of certain PID Projects and the City's reimbursement to the Owner of certain PID Project Costs.

(f) The City will use its reasonable efforts to issue one or more series of PID Bonds secured, in whole or in part, by assessments levied against benefited property within the PID. PID Bonds may also be secured by any other revenue authorized by the PID Act or other State law and approved by the City Council of the City. The net proceeds from the sale of PID Bonds (i.e., net of costs and expenses of issuance and amounts for debt service reserves and capitalized interest) will be used to pay PID Project Costs. Notwithstanding the foregoing, the obligation of the City to issue PID Bonds is conditioned upon the adequacy of the bond security and the financial obligation of the Owner to pay the amount, if any, by which PID Project Costs exceed the net proceeds from the sale of PID Bonds and the amount, if any, of cost overruns. The City may require the Owner to secure its obligation to pay such deficit and cost overruns by providing a performance bond, letter of credit, or other security acceptable to the City prior to the issuance of the PID Bonds. The net proceeds from the sale of the PID Bonds will be deposited in and disbursed from a construction fund created and administered pursuant to the indenture under which the PID Bonds are issued.

(g) Supplemental Services are those services provided by the Owner or the Owner's assignee or designee to maintain public open space and landscaping within public rights-of-way at a level in excess of the maintenance provided by the City as part of its usual and customary maintenance for such public improvements within its

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corporate limits. For each year that the Owner submits to the City a budget for Supplemental Services, the City shall levy a PID assessment not to exceed five cents per $100 of taxable assessed value to cover the cost of such Supplemental Services. Such PID assessments shall be collected by or on behalf of the City and paid by the City to the Owner or the Owner's designee for the provision of the Supplemental Services.

7.02 Costs for Non-Bank Qualified Bonds. If in any calendar year the City issues bonds, notes or other obligations in the amounts included in the City's Capital Improvement Program as approved by the City Council for any given year in question that would constitute a qualified tax-exempt obligation but for the issuance of the PID Bonds or other bonds, notes or other obligations supporting public improvements for non-City owned development projects or City owned projects financed for a direct benefit to the non-City owned development projects, including either bonds authorized by Texas Tax Code Chapter 311 or bonds authorized by the PID Act, then the Owner shall pay to the City a fee (the "PID Bond Fee") to compensate the City for the debt service savings the City would have achieved had the debt issued by the City been able to be classified as a qualified tax-exempt obligation provided that all other developers or owners benefitting from the City issuing debt are similarly burdened with an obligation to compensate the City. The PID Bond Fee of the Owner and all other developers or owners on whose behalf the City issues debt, will be calculated as follows:

The net present value (calculated based on the Internal Revenue Service bond yield) of the debt service savings that would have accrued to the City had it been able to issue qualified tax-exempt obligation debt multiplied by a fraction, the numerator of which is the amount of debt issued by the City for any particular owner or developer (including the Owner, 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 Owner, as applicable).

To the extent any developer(s) or owner(s) (including the Owner, 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 Owner, 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 Owner, 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 from lawfully available and otherwise unencumbered funds.

7.03 TIF Financing. The City will, on its own initiative and in compliance with the TIF Act, (a) create a tax increment reinvestment zone ("TIRZ") that includes the Property; (b) approve a project and finance plan that dedicates to the tax increment fund (the "TIF Fund")

Comment [A8]: This section is NOT ag by the City and still needs to be discussed with developer. If will depend on Gabe's input cle V above.

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~~all~~a percentage of real property ad valorem taxes, to be determined by the City~~and sales tax from the TIRZ during the Term~~; and (c) approve a development agreement granting ~~all~~a portion of TIF Fund revenue to the Owner for qualified project costs, including interest, until such costs have been fully reimbursed to the Owner. ~~The term of the TIRZ will be the greater of the term of any PID Bonds issued by the City or 40 years.~~ The Parties agree that all costs associated with Carl Darnall Parkway (f.k.a., Sunset Blvd.) are qualified project costs.

7.04 County Participation in TIF Financing. The City will use ~~best~~reasonable efforts to obtain Collin County participation in the TIRZ in order to fund qualified roadway projects.

ARTICLE VIII
EVENTS OF DEFAULT; REMEDIES

8.01 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than 30 days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. 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 five business days after it is due.

8.02 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, and injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL:

(a) entitle the aggrieved Party to terminate this Agreement; or

(b) entitle the aggrieved Party to suspend performance under this Agreement unless (i) the portion of the Property for which performance is suspended is the subject of the default, or (ii) the portion of the Property for which performance is suspended is owned or controlled by the owner or developer in default (for example, the City shall not be entitled to suspend its performance with regard to the development of "Tract X" by "Developer A" based on the grounds that any other developer is in default with respect to any other tract but may suspend performance with regard to development of "Tract X" and all tracts owned by "Developer A" if "Developer A" is in default on "Tract Y"); or

(c) entitle the aggrieved Party to seek or recover monetary damages of any kind; or

(d) limit the term.

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Notwithstanding the foregoing, with respect to the City's obligation in Section 6.03 above to provide single family sewer utility connections no later than April 30, 2017, Owner may not exercise available remedies until after April 30, 2018.8.03 Limited Waivers of Immunity. The City does not waive or surrender any of its governmental powers, immunities, or rights, except to the extent permitted by law and necessary to allow the Owner to enforce its remedies under this Agreement.

THE CITY CONFIRMS ITS IMMUNITY FROM SUIT AND IMMUNITY FROM LIABILITY IS WAIVED WITH RESPECT TO THE ENFORCEMENT OF THIS AGREEMENT.

8.05 PID Notices. When selling any of the Property, the Owner and the Additional Property Owner shall provide notices in a form required by Section 5.014 of the Texas Property Code, as amended, to anyone who purchases property within the PID notifying the purchaser: (a) that the property is located in the PID; (b) that the City has issued or may issue PID bonds; (c) that the City has levied or may levy PID assessments; (d) of the unpaid reimbursement amount of the PID assessment against the Property; (e) of the estimated annual installments if PID assessments are not paid in full; and (f) of the estimated duration of the PID assessment and annual installments. Further, such Owner shall require builders selling homes to continuously post a notice of the PID assessments in a conspicuous location in each model home and provide an explanation of the PID assessments in written brochures and promotional materials given to each prospective purchaser. Notwithstanding Article X, this Section 8.05 applies to all Owners of all or any portion of the Property.

ARTICLE IX
ASSIGNMENT AND ENCUMBRANCE

9.01 Assignment by Owner to Successor Owners. Owner has the right (from time to time without the consent of the City, but upon prior written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to any person or entity (an "Owner Assignee") that is or will become an owner of any portion of the Property, provided that the Owner is not in breach of this Agreement at the time of such assignment. Notice of each proposed assignment to an Owner Assignee shall be provided to the City at least 15 days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Owner Assignee who the City may contact for additional information regarding the experience and background of the Owner Assignee. Each assignment shall be in writing executed by Owner and the Owner Assignee and shall: (a) obligate the Owner Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned; and (b) contain a representation by Owner Assignee acknowledged by a notary public that Owner Assignee has the financial ability to timely perform the assigned obligations. A copy of each fully executed assignment to an Owner Assignee shall be provided to all Parties within 15 days after execution. From and after such assignment, the City agrees to look solely to the Owner Assignee for the performance of all obligations assigned to the Owner Assignee and agrees that Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Owner Assignee's failure to perform the assigned

Comment [A9]: Include provisions for assignment from Additional Property Owne Owner.

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obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, Owner shall not be released until the City receives such copy of the assignment. No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing. Owner shall maintain written records of all assignments made by Owner to Owner Assignees, including a copy of each executed assignment and the Owner Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

9.02 Assignment by the City. The City has the right (from time to time without the consent of Owner, but upon prior written notice to Owner) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, to any agency, authority, or political subdivision of the state (a "City Assignee"). Notice of each proposed assignment to a City Assignee shall be provided to Owner at least 15 days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address of a contact person representing the City Assignee who Owner may contact for additional information. Each assignment shall be in writing executed by the City and the City Assignee and shall obligate the City Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a City Assignee shall be provided to all Parties within 15 days after execution. From and after such assignment, Owner agrees to look solely to the City Assignee for the performance of all obligations assigned to the City Assignee and agrees that the City shall be released from subsequently performing the assigned obligations and from any liability that results from the City Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by Owner within 15 days after execution, the City shall not be released until Owner receives such copy of the assignment. No assignment by the City shall release the City from any liability that resulted from an act or omission by the City that occurred prior to the effective date of the assignment unless Owner approves the release in writing. The City shall maintain written records of all assignments made by the City to City Assignees, including a copy of each executed assignment and the City Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

9.03 Encumbrance by Owner and Assignees. Owner and Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice (hereinafter defined) information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is

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amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

9.04 Transfer of Warranties. Any Public Improvements that are transferred to the City shall be accompanied by all applicable third-party bonds and warranties related to construction and maintenance of such Public Improvements.

9.05 Waiver of Claims

(a) Nothing in the dealings between the Parties prior to the Effective Date of this Agreement shall be considered an illegal impact fee or exaction. The Owner and the Additional Property Owner agree~~s~~ and stipulate~~s~~ that all terms of Local Government Code Section 212.904 have been met by the City and that the Owner's and the Additional Property Owner's portion of the costs of the Public Improvements required by this Agreement and/or the Parties' dealings prior to the Effective Date do not exceed the amount required for such Public Improvements that are roughly proportionate to the proposed Development.

(b) Expressly subject to the conditions set forth in this Section 9.05(b), the Owner and its related entities, successors and assigns and the Additional Property Owner and its related entities, successors and assigns (collectively the "Developer Parties") release and discharge the City, its past and present employees, officers, council members, attorneys and other representatives (including city consultants, the city attorney, the city engineer, city building official and city bond counsel) (collectively the "City Parties") from any and all claims, demands, controversies, and causes of action for breach of contract, takings, exactions, claims under Texas Local Government Code Chapter 395, and claims under the Private Real Property Rights Preservation Act, Texas Government Code Chapter 2007, and all claims for reimbursements and monies under the Original ETJ Development Agreement that relate to the Development and that occurred prior to the date of execution of this Agreement, provided, however, notwithstanding anything to the contrary in this Section 9.05(b), the Parties do not release any future contract rights arising under or related to this Agreement. Any claims against the City Parties by the Developer Parties arising prior to the Effective Date which are not specifically released by this Section 9.05(b) are hereby assigned by the Developer Parties to the City.

(c) The City represents and warrants to the Developer Parties that it has no knowledge of any claims, demands, controversies, and causes of action against the Developer Parties, their past and present employees, officers, attorneys and other representatives, arising through the date hereof.

(d) The Developer Parties represent and warrant to the City Parties that they have no knowledge of any claims, demands, controversies, and causes of action against the City Parties,

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their past and present employees, officers, attorneys and other representatives, arising through the date hereof.

9.06. **DEVELOPER PARTIES' ACKNOWLEDGEMENT OF THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/OWNERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.**

(A) OWNER AND ADDITIONAL PROPERTY OWNER ACKNOWLEDGE~~S~~ AND AGREE~~S~~ THAT:

(I) THE PUBLIC IMPROVEMENTS TO BE CONSTRUCTED AND THE FEES TO BE IMPOSED BY THE CITY REGARDING THE PROPERTY, IN WHOLE OR IN PART, UNDER THIS AGREEMENT DO NOT CONSTITUTE A:

(A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;

(B) VIOLATION OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED; AND/OR

(C) NUISANCE.

(II) THE AMOUNT OF OWNER'S AND ADDITIONAL PROPERTY OWNER'S FINANCIAL OR INFRASTRUCTURE CONTRIBUTION (AFTER RECEIVING ALL CONTRACTUAL OFFSETS, CREDITS AND REIMBURSEMENTS, IF ANY) AGREED TO IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT SUCH OWNER'S OR ADDITIONAL PROPERTY OWNER'S OR PRIOR OWNER'S DEVELOPMENT PLACES ON THE CITY'S INFRASTRUCTURE.

(III) OWNER AND ADDITIONAL PROPERTY OWNER HEREBY AGREES THAT 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 OWNER AND ADDITIONAL PROPERTY OWNER FOR SUCH LAND, AND OWNER AND ADDITIONAL PROPERTY OWNER HEREBY WAIVE~~S~~ ANY CLAIM THEREFOR THAT ~~IT~~ THEY MAY HAVE. OWNER AND ADDITIONAL PROPERTY OWNER FURTHER ACKNOWLEDGE~~S~~ AND AGREE~~S~~ THAT ALL PREREQUISITES TO SUCH A DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND THAT 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. OWNER AND ADDITIONAL PROPERTY OWNER AND THE CITY FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

(B) OWNER AND ADDITIONAL PROPERTY OWNER RELEASE~~S~~ THE CITY FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS RELATING TO OWNER'S AND ADDITIONAL PROPERTY OWNER'S AND PRIOR OWNER'S OBLIGATIONS CREATED IN THIS AGREEMENT.

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(C) THIS SECTION 9.06 AND SECTION 9.05 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE X
RECORDATION, RELEASES, AND ESTOPPEL CERTIFICATES

10.01 Binding Obligations. Pursuant to the requirements of Section 212.172(f) of the Texas Local Government Code, this Agreement, and all amendments hereto, shall be recorded in the deed records of the County but only after the Owner acquires the Additional Property from the Additional Property Owner. No document releasing the Original Agreement shall be filed in the deed records of the County until this Agreement is filed. In addition, all assignments of this Agreement shall be recorded in the deed records of the County. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns 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 specific lots; provided that this provision shall not negate the End-Buyer's obligation to comply with the City's ordinances or for the payment of ad valorem taxes and assessments (including assessments that result from the application of this Agreement) applicable to such End-Buyer's property. For purposes of this Agreement, the Parties agree that the term "land use and development regulations that apply to specific lots" mean the Governing Regulations and the Zoning Regulations (including any authorized revisions thereto).

10.02 Releases. From time to time upon the written request of an owner of all or any portion of the Property, the City shall execute, in recordable form, a release of this Agreement if that owner's obligations under this Agreement have been satisfied, subject to the continued application of the Governing Regulations.

10.03 Estoppel Certificates. From time to time upon written request of Owner, if needed to facilitate a sale of all or a portion of the Property or a loan secured by all or a portion of the Property, the City will execute, to its reasonable knowledge and belief, a written estoppel certificate in a form and substance satisfactory to the City identifying any obligations of Owner under this Agreement that are in default. Owner shall pay City $500.00 at the time of Owner's requests for an estoppel certificate for each request in excess of one per calendar year.

ARTICLE XI
ADDITIONAL PROVISIONS

11.01 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement; and (d) constitute a legislative finding by the City Council. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

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11.02 Notices. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) (a "Notice") shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective as follows: (a) on or after the 10th business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by FAX; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (c) otherwise on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in person and delivery by regular mail or by E-mail (with a confirming copy sent by FAX). Notices given pursuant to this section shall be addressed as follows:

To the City:
Attn: Mike Foreman, City Manager
City of Celina
302 W. Walnut St.
Celina, Texas 75009
E-mail:mforeman@celina-tx.gov
TEL: (972) 382-2682
FAX: (972) 382-3736

With a copy to:
Attn: Lance Vanzant
Hayes, Berry, White & Vanzant, LLP
512 W. Hickory St., Ste. 100
Denton, TX 75206
E-mail: lvanzant@hbwvlaw.com
TEL: (940) 387-3518
FAX: (866) 580-1744

With a copy to:
Attn: Julie Fort
Messer, Rockefeller & ~~Fort ,~~Fort, P.L.L.C.
6351 Preston Rd., Ste. 350
Frisco, Texas 75034
E-mail: julie@txmunicipallaw.com
TEL: (972) 668-6400
FAX: (972) 668-6414

To the Owner:
Attn: Mr. James J. Melino
The Parks at Wilson Creek, L.P.
c/o The Cambridge Companies, Inc.
8750 N. Central Expressway, Suite 1735
Dallas, Texas 75231
E-mail:jmelino@cambridgecos.com
TEL: (214) 691-2556
FAX: (214) 691-0682

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With a copy to: Attn: Ms. Misty Ventura
Shupe Ventura Lindelow & Olson, PLLC
9406 Biscayne Blvd.
Dallas, Texas 75218
E-mail:misty.ventura@svlandlaw.com
TEL: (214)328-1101
FAX: (800) 519-3768

To the Additional Property Owner:

11.03 Reservation of Rights. This Agreement constitutes a "permit" within the meaning of Chapter 245, Texas Local Government Code, as amended. In addition, to the extent the City fails to provide adequate and continuous retail water and sewer service in accordance with the requirements of the CCNs, the Owner does not waive (and expressly reserves) the right to seek retail water and sewer services from an alternative provider and, if required to obtain such services, seek decertification of the CCNs. In the event the voluntary annexation as contemplated in Article IV above is not completed, the City expressly reserves its authority to unilaterally annex the Property pursuant to Chapter 43 of the Texas Local Government Code, as amended, so long as the annexation conditions of Section 4.02 above have been fully satisfied.

11.04 Water Wells. To the extent allowed by state law, water wells may be drilled within the Property for the limited purpose of providing irrigation water and water required for amenity lakes and other water features; subject, however, to all applicable rules and regulations of the County, City, and the Texas Commission on Environmental Quality.

11.05 Interpretation. The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

11.06 Enforceability. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions and that the performance by the Parties under this Agreement is authorized by Section 212.172 of the Texas Local Government Code.

11.07 Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement, including, but not limited to, the Original ETJ Development Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, such unenforceable provision shall be deleted from this Agreement, and the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties. Without limiting the generality of the

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Attachment: Parks at Wilson Creek Amended and Restated Dev Agrmnt (1216 : Parks at Wilson Creek Development Agreement)

foregoing, (a) if it is determined that, as of the Effective Date, Owner does not own any portion of the Property, this Agreement shall remain in full force and effect with respect to all of the Property that Owner does then own, and (b) if it is determined, as of the Effective Date, that any portion of the Property is not within the City's ETJ, this Agreement shall remain in full force and effect with respect to all of the Property that is then within the City's ETJ. If at any time after the Effective Date it is determined that any portion of the Property that is owned by Owner, or Owner's successors and assigns, or the Additional Property Owner, or its successors and assigns, is not within the City's ETJ, then Owner, or Owner's successors and assigns, or the Additional Property Owner, or its successors and assigns, shall petition the City to include such portion of the Property within City's ETJ and then voluntarily petition for annexation into City of said Property.

11.08 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Collin County, Texas. Venue for any action to enforce or construe this Agreement shall be Collin County, Texas.

11.09 Non-Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

11.10 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.

11.11 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 the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care.

11.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

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Attachment: Parks at Wilson Creek Amended and Restated Dev Agrmnt (1216 : Parks at Wilson Creek Development Agreement)

11.13 Ordinances. The Parties hereto acknowledge that this Agreement is limited to regulating the initial development of the Property by Owner and does not waive, alter or limit in any way the City's authority to enforce and apply any other ordinance, whether now existing or in the future arising, that is not a regulation of initial development against Owner, Owner Assignee, End-Buyers, occupants or any other user of the Property.

11.14 Exhibits. The following Exhibits are attached to this Agreement and are part of this Agreement:

Exhibit A-1	Metes and Bounds Description of Original Property
Exhibit A-2	Metes and Bounds Description of Additional Property
Exhibit A-3	Metes and Bounds Description of Property
Exhibit B-1	Map of Original Property
Exhibit B-2	Map of Additional Property
Exhibit B-3	Map of Property
Exhibit C	Concept Plan
Exhibit D	Development Regulations
Exhibit E	Water and Sewer Impact Fees
Exhibit F	Alignment of Water Line and Sewer Line
Exhibit G	Metes and Bounds Description of Mustang Property

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Attachment: Parks at Wilson Creek Amended and Restated Dev Agrmnt (1216 : Parks at Wilson Creek Development Agreement)

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the Effective Date.

CITY OF CELINA, TEXAS
"The City"

By: _____
Sean Terry, Mayor

ATTEST:

By: _____
Vicki Faulkner, City Secretary

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

On January ___, 2015, before me, the undersigned personally appeared Sean Terry, Mayor, of the City of Celina and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity.

_____
Notary Public in and for the State of TEXAS

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Attachment: Parks at Wilson Creek Amended and Restated Dev Agrmnt (1216 : Parks at Wilson Creek Development Agreement)

THE PARKS AT WILSON CREEK, L.P,
a Texas limited partnership

By: The Parks at Wilson Creek GP, LLC,
a Texas limited liability company,
its General Partner

By: _____,
James J. Melino, Manager

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on January ____, 2015, by James J. Melino, Manager of The Parks at Wilson Creek GP, LLC, a Texas limited liability company, on behalf thereof as the General Partner of The Parks at Wilson Creek, L.P., a Texas limited partnership, on behalf of said limited partnership.

_____
Notary Public in and for the State of TEXAS

ESTATE OF MOSES HUBBARD

By: ___

Formatted: Indent: Left: 2.5"

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Attachment: Parks at Wilson Creek Amended and Restated Dev Agrmnt (1216 : Parks at Wilson Creek Development Agreement)

Exhibit A-1

Property Description

(539.914 Acres)

Being a portion of that certain 210.066 acre and 399.849 acre lot tract or parcel of land situated in the Charles P. Rice 320 acre Survey, Abstract No. 771, J.B. Wilmeth 78 acre and 320 acre Surveys, the Levin Routh 640 acre Survey and the Samuel Queen Survey, Abstract No. 731, and being located in Collin County, Texas, and being a portion of that certain tract of land to Bennie G. Cox, Independent Executor of the Estate of Louis N. Cox, Jr., also known as L.N. Cox, by Warranty Deed Recorded in Volume 4122, Page 1182, Deed Records, Collin County, Texas, and being a portion of that certain tract of land to Bennie G. Cox, Independent Executor of the Estate of Louis N. Cox, Jr., also known as L.N. Cox, by Warranty Deed Recorded in Volume 4122, Page 1190, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a MAG Nail found for the southeast corner of said Cox tract (V4122, P1182), same being in the north line of said Cox tract (V4122, P 1190), same being the southwest corner of that certain tract of land to Estate of Moses Hubbard, a called 160.586 acre tract of land, no recording information found), same being in the approximate center of an east/west asphalt road known as County Road 92 (an undedicated right-of-way);

THENCE North 89 deg. 49 min. 15 sec. East, along the common line of said Cox tract (V4122, P1190), and along the approximate center of said County Road 92, and along said Estate of Moses Hubbard tract, a distance of 3522.33 feet to a MAG Nail set for a northeast corner of the herein described tract, same being the projection of the west fence line of that certain tract of land to Corinth Church (Cemetery) (no recording information found);

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

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

Attachment: Parks at Wilson Creek Amended and Restated Dev Agrmnt (1216 : Parks at Wilson Creek Development Agreement)

THENCE South 00 deg. 06 min. 22 sec. West, along the common line of said Cox tract (V4122, P1190), and said Bilinda Cox Matusek tract, a distance of 3,197.93 feet to a 1/2 inch iron rod set with "PEISER & MANKIN SURV" red plastic cap (herein after referred to as 1 /2 inch iron rod set) for the southeast corner of the herein described tract and the remainder of said Bennie G. Cox tract, same being the southwest corner of said Bilinda Cox Matusek Special Trust tract, same being in the north line of that certain tract of land to Belknap FP, Ltd., by deed recorded in Volume 4288, Page 156, and Volume 4288, Page 162, aforesaid Deed Records;

THENCE West, along the common line of said Cox tract (V4122, P1190), and said Belknap FP tract, a distance of 3,213.06 feet to a 3/8 inch iron rod found for an angle point;

THENCE North 89 deg. 29 min. 42 sec. West, continuing along the common line of said Cox tract (V4122, P1190) and said Belknap FP tract, a distance of 2,140.47 feet to an old fence corner post found for the southwest corner of said Cox tract (V4122, P1190), same being the southeast corner of that certain tract of land to Celina/Coit Road, LLC, as recorded in Instrument No. 20080206000145430, aforesaid Official Public Records;

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

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

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

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

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

North 08 deg. 01 min. 31 sec. East, passing the southeast corner of that certain tract of land to A.J. McKnight, by deed recorded in Volume 5554, Page 1022, aforesaid Deed Records, and continuing along the common line of said Cox tract (V4122, P1190), and said McKnight tract, a total distance of 1,483.98 feet to a MAG Nail set in asphalt for the northwest corner of said Cox tract (V4122, P1190), same being in the south line of aforesaid Cox tract (V4122, P1182), same being in a northerly bend in aforesaid County Road 92;

THENCE along the common line of said Cox tract (V4122. P1182), and said McKnight tract (V5554, P1022) as follows:

North 08 deg. 24 min. 00 sec. East, a distance of 21.99 feet to a 1/2 inch iron rod set for an internal corner of the herein described tract and a northeast corner of said McKnight tract (V5554, P1022);

Attachment: Parks at Wilson Creek Amended and Restated Dev Agrmnt (1216 : Parks at Wilson Creek Development Agreement)

North 89 deg. 17 min. 59 sec. West, a distance of 106.69 feet to a 1/2 inch iron rod set for a southwest corner of said Cox tract (V4122, P1182), same being an internal corner of said McKnight tract (V5554, P1022);

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

THENCE along the common line of said Cox tract (V4122, P1182), and said Bunch tract as follows:

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

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

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

West, passing at a distance of 1,231.08 feet a MAG Nail found in the approximate center of said County Road 92, same being the west corner of said Bunch tract, same being an angle point in the north line of aforesaid McKnight tract (V5554, P1022), and continuing along the common line of said Cox tract (V4122, P1182), and said McKnight tract (V5554, P1022), and along the approximate center of said County Road 92, a total distance of 1808.17 feet to a MAG Nail set for the southwest corner of said Cox tract (V4122, P1182), same being the intersection of the approximate center of said County Road 92 (an undedicated prescriptive public right-of-way at this point) with the approximate center of a north/south asphalt road commonly known as County Road 90 (an undedicated prescriptive public right-of-way), same being the northwest corner of said McKnight tract (V5554, P1022), same being in the east line of that certain called 61.8810 acre tract of land to A.J. McKnight and Opal A. McKnight (recording information unknown);

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

North 00 deg. 20 min. 27 sec. East, along the west line of said Cox tract (V4122, P1182), and along the east line of said McKnight tract (called 61.8810 acres), passing the northeast corner of said McKnight tract (called 61.8810 acres), and continuing a total distance of 1,042.95 feet to a MAG Nail Set for the beginning of a curve to the right, having a radius of 820.10 feet, and a delta angle of 18 deg. 41 min. 21 sec.;

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

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

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

In a northeasterly direction, and along said curve to the right, an arc distance of 176.34 feet, and a chord bearing and distance of North 08 deg. 15 min. 43 sec. East, 176.09 feet to a MAG Nail set for the northwest corner of the herein described tract, same being an angle point in the south line of that certain tract of land to Willard Properties, LP, by Instrument No. 20070320000376380, Official Public Records, Collin County, Texas;

THENCE South 89 deg. 33 min. 16 sec. East, along the common line of said Cox tract (V4122, P1182), and said Willard Properties tract, a distance of 2,644.71 feet to a point in creek for the most northerly northeast corner of the herein described tract;

THENCE through the interior of said Cox tract (V4122, P1182) as follows:

South 06 deg. 56 min. 45 sec. West, 159.42 feet to a point in creek;

South 06 deg. 06 min. 28 sec. West, 131.26 feet to a point in creek;

South 04 deg. 26 min. 40 sec. East, 449.10 feet to a point in creek;

South 36 deg. 32 min. 51 sec. West, 230.27 feet to a point in creek;

South 63 deg. 49 min. 12 sec. West, 213.10 feet to a point in creek;

South 53 deg. 15 min. 53 sec. West, 244.54 feet to 1/2 inch iron rod set for an angle point;

South 24 deg. 30 min. 23 sec. West, 841.72 feet to a 1/2 inch iron rod set for an angle point;

South 05 deg. 36 min. 42 sec. West, 595.29 feet to a 1/2 inch iron rod set for the beginning of a non-tangent curve to the left having a radius of 2250.00 feet, and a delta angle of 42 deg. 31 min. 48 sec.;

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In a southeasterly direction, and along said non-tangent curve to the left, passing the common line of said Cox tract (V4122, P1182) and said Cox tract (V4122, P1190), and continuing through the interior of said Cox tract (V4122, P1190), a total arc distance of 1670.15 feet, and a total chord bearing and distance of South 56 deg. 13 min. 56 sec. East, 1632.07 feet to a 1/2 inch iron rod set;

THENCE North 00 deg. 09 min. 01 sec. East, continuing through the interior of said Cox tract (V4122, P1190), a distance of 160.54 feet to the POINT OF BEGINNING and containing 539.914 acres of computed land, more or less.

Of which, approximately 14.48 acres lies within the digitally scaled floodplain, and 2.73 acres lie within County Road 90 (assuming a width of 45 feet from the centerline) and 5.25 acres lie within County Road 92 (assuming a width of 25 feet from the centerline), leaving a net area of 517.454 acres, more or less.

Attachment: Parks at Wilson Creek Amended and Restated Dev Agrmnt (1216 : Parks at Wilson Creek Development Agreement)

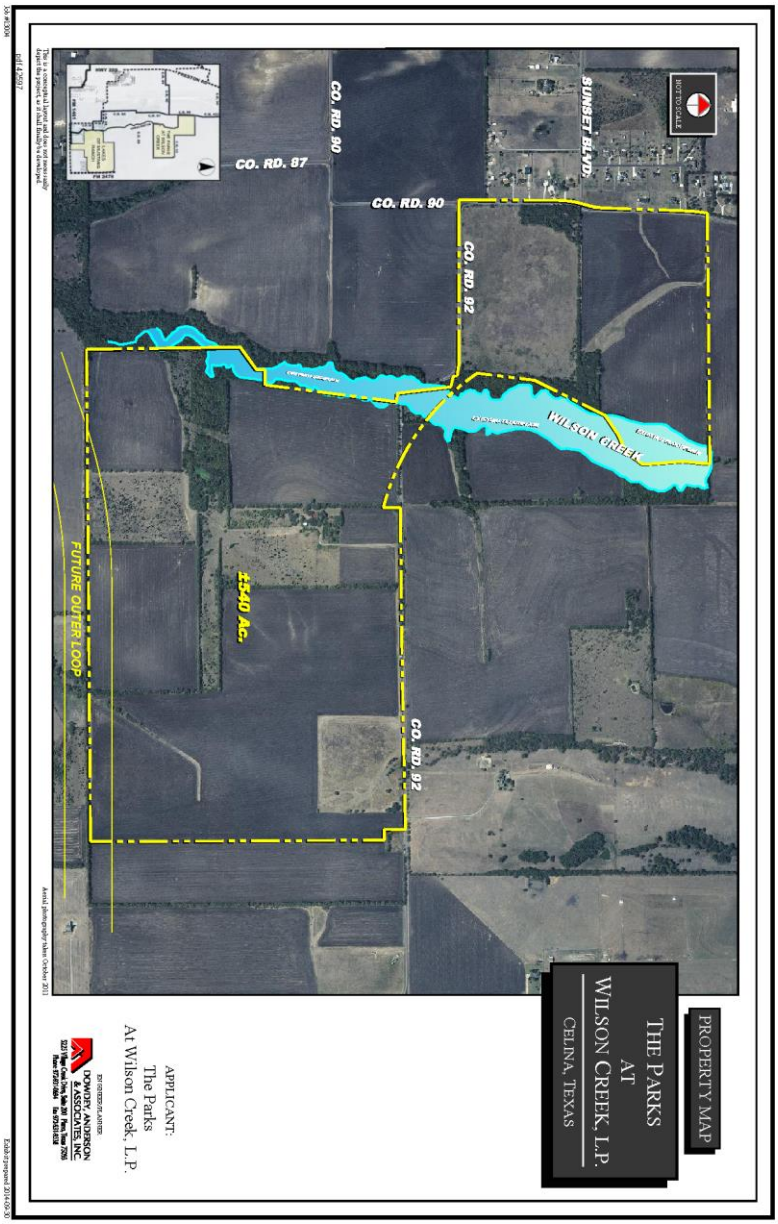
Exhibit A-2

Property Description

Attachment: Parks at Wilson Creek Amended and Restated Dev Agrmnt (1216 : Parks at Wilson Creek Development Agreement)

Exhibit B-1

Map of Original Property



Attachment: Parks at Wilson Creek Amended and Restated Dev Agrmnt (1216 : Parks at Wilson Creek Development Agreement)

Exhibit B-2

Map of Additional Property

Attachment: Parks at Wilson Creek Amended and Restated Dev Agrmnt (1216 : Parks at Wilson Creek Development Agreement)

Exhibit C

Concept Plan

Attachment: Parks at Wilson Creek Amended and Restated Dev Agrmnt (1216 : Parks at Wilson Creek Development Agreement)

Exhibit D

Development Regulations

(Pages 1-28 of The Parks at Wilson Creek Planned Development Regulations follow this page)

Attachment: Parks at Wilson Creek Amended and Restated Dev Agrmnt (1216 : Parks at Wilson Creek Development Agreement)

Exhibit E

Water and Sewer Impact Fees

WATER & SEWER IMPACT FEES

City Planning & Development Services
142 N Ohio
City of Celina, Texas
972-382-2682

Typical Land Use	Meter Type	Meter Size	Living Unit Equivalent	Water Impact Fee	Sewer Impact Fee	Total
Single Family Residential	Simple	3/4"	1	$1,300.00	$1,500.00	$2,800.00
Single Family Residential	Simple	1"	1.7	$2,210.00	$2,500.00	$4,760.00
Single Family Residential	Simple	1-1/2"	3.3	$4,290.00	$4,950.00	$9,240.00
Single Family Residential	Simple	2"	5.3	$6,890.00	$7,950.00	$14,840.00
Comm./Retail	Compound	2"	5.3	$6,890.00	$7,950.00	$14,840.00
Comm./Retail	Turbine	2"	6.7	$8,710.00	$10,050.00	$18,760.00
Comm./Retail/Multi Family	Compound	3"	10.7	$13,910.00	$16,050.00	$29,960.00
Comm./Retail/Multi Family	Turbine	3"	16	$20,800.00	$24,000.00	$44,800.00
Comm./Retail/Multi Family	Compound	4"	16.7	$21,710.00	$25,050.00	$46,760.00
Comm./Retail/Multi Family	Turbine	4"	28	$36,400.00	$42,000.00	$78,400.00
Industrial	Compound	6"	33.3	$43,290.00	$49,950.00	$93,240.00
Industrial	Turbine	6"	61.3	$79,690.00	$91,950.00	$171,640.00
Industrial	Compound	8"	53.3	$69,290.00	$79,950.00	$149,240.00
Industrial	Turbine	8"	106.7	$138,710.00	$160,050.00	$298,760.00
Industrial	Compound	10"	153.3	$199,290.00	$229,950.00	$429,240.00
Industrial	Turbine	10"	166.7	$216,710.00	$250,050.00	$466,760.00
Industrial	Turbine	12"	220	$286,000.00	$330,000.00	$616,000.00

Attachment: Parks at Wilson Creek Amended and Restated Dev Agrmnt (1216 : Parks at Wilson Creek Development Agreement)

Exhibit F

Alignment of Water Line and Sewer Line

Attachment: Parks at Wilson Creek Amended and Restated Dev Agrmnt (1216 : Parks at Wilson Creek Development Agreement)

Exhibit G

Property Description of Mustang Property

BEING a tract of land located in the COLEMAN WATSON SURVEY, ABSTRACT NO. 945, Collin County, Texas and being a part of a called 632.051 acre tract of land described in Deed to Twin Eagles, Ltd. recorded in County Clerk's Document Number 96-0013989, Deed Records, Collin County, Texas and being a part of a called 12.686 acre tract of land described in Deed to Robert S. Folsom, Trustee of the Twin Eagles Qualified Personal Residence Trust recorded in County Clerk's Document Number 95-0093145, Deed Records, Collin County, Texas and being a part of a called 50.00 acre tract of land described in Deed to Twin Eagles Ltd. recorded in Volume 4826, Page 2205, Deed Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found in the North line of Farm-To-Market Road 1461, a variable width right-of-way, at the Southwest corner of a called 19.93 acre tract of land described in Deed to Debra Folsom Jarma and Don M. Jarma recorded in Volume 3790, Page 267, Deed Records, Collin County, Texas, said point being the Southeast corner of said 50.00 acre tract;

THENCE South 89 degrees 41 minutes 18 seconds West, along the North line of said Farm-To-Market Road 1461, a distance of 750.84 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner, from which a 1/2 inch iron found bears South 76 degrees 31 minutes 14 seconds West, a distance of 2.08 feet;

THENCE South 89 degrees 16 minutes 18 seconds West, continuing long the North line of said Farm-To-Market Road 1461, a distance of 231.01 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set at the Southwest corner of Lot 30, Block C of TWELVE OAKS PHASE II, an Addition to Collin County, Texas according to the Plat thereof recorded in Cabinet P, Slide 486, Map Records, Collin County, Texas, from which a 1/2 inch iron rod with a yellow plastic cap stamped "EC&D RPLS 5439" bears South 06 degrees 27 minutes 24 seconds West, a distance of 0.32 feet;

THENCE North 00 degrees 54 minutes 55 seconds East, along the West line of said TWELVE OAKS PHASE II, a distance of 2,206.67 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set in the South line of said 632.051 acre tract at the Northeast corner of Lot 18, Block C of said TWELVE OAKS PHASE II, from which a 1/2 inch iron rod with a yellow plastic cap stamped "ROOME" bears South 50 degrees 24 minutes 07 seconds West, a distance of 0.44 feet;

THENCE South 89 degrees 37 minutes 23 seconds West, along the North line of said TWELVE OAKS PHASE II, a distance of 2,146.50 feet to a 3/8 inch iron rod found at the Southwest corner of said 632.051 acre tract;

THENCE North 00 degrees 07 minutes 29 seconds East, along the West line of said 632.051 acre tract, a distance of 1,637.32 feet to a point for corner in the approximate centerline of Wilson Creek and in the East line of Lot 5, Block A of WILSON CREEK ESTATES, an Addition to Collin County, Texas according to the Plat thereof recorded in Cabinet J, Slide 605, Map Records, Collin County, Texas;

THENCE Northerly, along the East line of said WILSON CREEK ESTATES and the approximate centerline of said Wilson Creek, the following five (5) courses and distances;

North 39 degrees 31 minutes 50 seconds East, a distance of 1.00 feet to a point for corner;

Attachment: Parks at Wilson Creek Amended and Restated Dev Agrmnt (1216 : Parks at Wilson Creek Development Agreement)

North 14 degrees 09 minutes 54 seconds East, a distance of 67.24 feet to a point for corner;

North 01 degrees 45 minutes 24 seconds West, a distance of 113.30 feet to a point for corner;

North 08 degrees 43 minutes 39 seconds West, a distance of 137.99 feet to point for corner;

North 02 degrees 14 minutes 13 seconds West, a distance of 113.37 feet to point at the Southeast corner of WILSON CREEK ESTATES 2, an Addition to Collin County, Texas according to the Plat thereof recorded in Cabinet K, Slide 192, Map Records, Collin County, Texas;

THENCE Northerly, along the East line of said WILSON CREEK ESTATES 2 and the approximate centerline of said Wilson Creek, the following eight (8) courses and distances;

North 15 degrees 56 minutes 43 seconds East, a distance of 284.21 feet to point for corner;

North 27 degrees 49 minutes 29 seconds East, a distance of 53.72 feet to a point for corner;

North 13 degrees 03 minutes 17 seconds East, a distance of 109.39 feet to point for corner;

North 10 degrees 02 minutes 27 seconds West, a distance of 235.76 feet to point for corner;

North 04 degrees 58 minutes 53 seconds East, a distance of 56.26 feet to a point for corner;

North 05 degrees 12 minutes 56 seconds West, a distance of 121.33 feet to point for corner;
North 09 degrees 39 minutes 44 seconds West, a distance of 165.65 feet to point for corner;

North 01 degrees 30 minutes 36 seconds East, a distance of 45.98 feet to a point for corner in the South line of a called 185.094 acre tract of land described as Tract One in Deed to J. Baxter Brinkman recorded in County Clerk's Document Number 92-0052450, Deed Records, Collin County, Texas, from which a 3/4 inch iron rod found bears South 89 degrees 38 minutes 46 seconds West; a distance of 39.22 feet;

THENCE North 89 degrees 38 minutes 46 seconds East, along the common line of said 185.094 acre tract and said 632.051 acre tract, a distance of 1,947.39 feet to a 1/2 inch iron rod found for corner;

THENCE North 00 degrees 14 minutes 27 seconds West, along the common line of said 185.094 acre tract and said 632.051 acre tract, a distance of 1,721.69 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set at the Southwest corner of a called 5.384 acre tract of land described as Tract Two in Deed to J. Baxter Brinkman recorded in County Clerk's Document Number 92-0052450, Deed Records, Collin County, Texas, from which a 1/2 inch iron rod found bears South 85 degrees 18 minutes 16 seconds West, a distance of 1.01 feet;

THENCE Easterly, along the common line of said 5.384 acre tract and said 632.051 acre tract, the following six (6) courses and distances:

North 89 degrees 48 minutes 09 seconds East, a distance of 2,167.88 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "COLLIS RPLS 1764" found for corner;

North 89 degrees 49 minutes 55 seconds East, a distance of 465.82 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner, from which a 1/2 inch iron rod found bears South 35

Attachment: Parks at Wilson Creek Amended and Restated Dev Agrmnt (1216 : Parks at Wilson Creek Development Agreement)

degrees 46 minutes 01 seconds West, a distance of 0.39 feet;

North 89 degrees 47 minutes 20 seconds East, a distance of 305.39 feet to a 1/2 inch iron rod found for corner;

North 89 degrees 51 minutes 51 seconds East, a distance of 816.05 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 89 degrees 56 minutes 24 seconds East, a distance of 311.73 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 89 degrees 42 minutes 42 seconds East, a distance of 330.59 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set at the Northwest corner of a called 1.0000 acre tract of land described in Deed to Danville Water Supply Corporation recorded in Volume 1992, Page 738, Deed Records, Collin County, Texas;

THENCE South 00 degrees 15 minutes 01 seconds East, along the common line of said 1.0000 acre tract and said 632.051 acre tract, a distance of 146.88 feet to a 1/2 inch iron rod found for corner;

THENCE North 89 degrees 44 minutes 59 seconds East, continuing along the common line of said 1.0000 acre tract and said 632.051 acre tract a distance of 299.37 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner in the West line of Farm-To-Market Road 2478, a variable width right-of-way, from which a 1/2 inch iron rod found bears South 89 degrees 44 minutes 59 seconds East, a distance of 0.33 feet;

THENCE Southerly, along the West line of said Farm-To-Market Road 2478, the following eight (8) courses and distances:

South 04 degrees 07 minutes 13 seconds East, a distance of 113.40 feet to a wood right-of-way marker found for corner;

South 03 degrees 46 minutes 13 seconds East, a distance of 525.05 feet to a 1/2 inch iron rod found for corner;

South 01 degrees 56 minutes 26 seconds West, a distance of 100.50 feet to a nail found in wood right-of-way marker for corner;

South 03 degrees 46 minutes 13 seconds East, a distance of 200.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner, from which a wood right-of-way marker found bears North 78 degrees 39 minutes 45 seconds West, a distance of 0.95 feet;

South 09 degrees 28 minutes 51 seconds East, a distance of 100.50 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 03 degrees 46 minutes 13 seconds East, a distance of 415.90 feet to a wood right-of-way marker found for corner at the beginning of a curve to the right having a central angle of 03 degrees 41 minutes 00 seconds, a radius of 5,679.58 feet and a chord bearing and distance of South 01 degrees 55 minutes 43 seconds East, 365.06 feet;

Southerly, along said curve to the right, an arc distance of 365.12 feet to a wood right-of-way marker

Attachment: Parks at Wilson Creek Amended and Restated Dev Agrmnt (1216 : Parks at Wilson Creek Development Agreement)

found for corner;

South 00 degrees 05 minutes 13 seconds East, a distance of 2,278.15 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set at the Northeast corner of a called 1.000 acre tract of land described in Deed to Rhea's Mill Baptist Church recorded in Volume 1745, Page 773, Deed Records, Collin County, Texas, from which a 1/2 inch square pipe found bears South 89 degrees 48 minutes 02 seconds West, a distance of 1.07 feet;

THENCE South 89 degrees 48 minutes 02 seconds West, a distance of 291.81 feet to a 1/2 inch iron rod found at the Northwest corner of said Rhea's Mill Baptist Church tract;

THENCE South 00 degrees 20 minutes 34 seconds East, a distance of 150.52 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner in the North line of Lot 4 of ROLLING MEADOWS ESTATES, an Addition to Collin County, Texas according to the Plat thereof recorded in Cabinet P, Slide 486, Map Records, Collin County, Texas;

THENCE South 89 degrees 40 minutes 07 seconds West, along the common line of said ROLLING MEADOWS ESTATES and said 632.051 acre tract, passing at a distance of 1,509.89 feet a 1 inch iron rod found at the Northwest corner of said ROLLING MEADOWS ESTATES and the Northeast corner of a called 81.104 acre tract described in Deed to Debra F. Jarma and Don M. Jarma recorded in County Clerk's Document Number 95-0092267, Deed Records, Collin County, Texas and continuing along the common line of said 81.104 acre tract and said 632.051 acre tract, in all for a total distance of 2,209.89 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 00 degrees 52 minutes 41 seconds West, along the common line of said 81.104 acre tract and said 632.051 acre tract, a distance of 421.13 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 89 degrees 27 minutes 07 seconds West, continuing along the common line of said 81.104 acre tract and said 632.051 acre tract, a distance of 1,159.85 feet to a 1/2 inch iron square pipe found at the Northwest corner of said 81.104 acre tract and the Northeast corner of a called 11.252 acre tract of land described in Deed to Debra F. Jarma and Don M. Jarma recorded in Volume 4973, Page 3420, Deed Records, Collin County, Texas;

THENCE South 89 degrees 24 minutes 47 seconds West, along the common line of said 11.252 acre tract and said 632.051 acre tract, a distance of 281.99 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set at the Northwest corner of said 11.252 acre tract;

THENCE Southerly, along the West line of said 11.252 acre tract, the following six (6) courses and distances:

South 00 degrees 55 minutes 08 seconds West, a distance of 420.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 14 degrees 29 minutes 02 seconds East, a distance of 241.26 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 00 degrees 55 minutes 08 seconds West, a distance of 320.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

Attachment: Parks at Wilson Creek Amended and Restated Dev Agrmnt (1216 : Parks at Wilson Creek Development Agreement)

South 12 degrees 45 minutes 08 seconds West, a distance of 449.55 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 19 degrees 10 minutes 32 seconds East, a distance of 436.57 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 33 degrees 22 minutes 42 seconds East, a distance of 288.40 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner in the West line of said 19.93 acre tract;

THENCE South 01 degrees 56 minutes 48 seconds West, along the West line of said 19.93 acre tract, a distance of 139.88 feet to the POINT OF BEGINNING and containing 681.999 acres of land, more or less.

Attachment: Parks at Wilson Creek Amended and Restated Dev Agrmnt (1216 : Parks at Wilson Creek Development Agreement)

Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Brooks Wilson, Senior Planner
CC: Mike Foreman, City Manager
Date: September 8, 2015
Re: Wells South TIRZ Public Hearing

Action Requested:

The Celina City Council will conduct a public hearing to provide reasonable opportunity for any owner of property within the proposed tax increment reinvestment zone to protest or support the inclusion of their property within the proposed reinvestment zone, which consists of a ±403.34 acre tract of land. The property is generally located at the northeast corner of FM 1461 (Frontier Parkway) and CR 83. (Wells South) (Liebman)

Background Information:

On June 9, 2015 the Celina City Council approved a resolution that included calling a public hearing for the proposed Tax Increment Reinvestment Zone (TIRZ). The public hearing will allow for any owner of property within the proposed TIRZ to speak in favor or in opposition to being included in the TIRZ.

Public Notice:

The public hearing notice was published in *The Celina Record* on June 12, 2015. Notices were sent to all affected property owners.

Supporting Documents:

N/A

Legal Review:

N/A

Board/Committee Recommendation:

N/A

Staff Recommendation:

This public hearing was continued from the August 11, 2015 City Council meeting. Staff recommends that the public hearing be continued to the Special Called City Council meeting to be held on September 17, 2015.

Staff Recommendation:

Staff recommends the Public Hearing be continued to the Special Called City Council Meeting to be held on September 17, 2015.

Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Brooks Wilson, Senior Planner
CC: Mike Foreman, City Manager
Date: September 8, 2015
Re: Ownsby Farms TIRZ Public Hearing

Action Requested:

The Celina City Council will conduct a public hearing to provide reasonable opportunity for any owner of property within the proposed Tax Increment Reinvestment Zone to protest or support the inclusion of their property within the proposed reinvestment zone, which consists of a ±113.548 acre tract of land. The property is generally located west of SH 289 (Preston Road), north of Frontier Parkway (CR 5), south and east of CR 53. (Ownsby Farms) (Liebman)

Background Information:

On June 9, 2015 the Celina City Council approved a resolution that included calling a public hearing for the proposed Tax Increment Reinvestment Zone (TIRZ). The public hearing will allow for any owner of property within the proposed TIRZ to speak in favor or in opposition to being included in the TIRZ.

Public Notice:

The public hearing notice was published in *The Celina Record* on June 12, 2015. Notices were sent to all affected property owners. This public hearing was continued from the July 14, 2015 and the August 11, 2015 City Council meetings.

Supporting Documents:

N/A

Legal Review:

N/A

Board/Committee Recommendation:

N/A

Staff Recommendation:

Staff recommends closing the Public Hearing and no other action be taken.

Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Brooks Wilson, Senior Planner
CC: Mike Foreman, City Manager
Date: September 8, 2015
Re: Sutton Fields TIRZ Public Hearing

Action Requested:

The Celina City Council will conduct a public hearing to provide reasonable opportunity for any owner of property within the proposed tax increment reinvestment zone to protest or support the inclusion of their property within the proposed reinvestment zone, which consists of a ±494.883 acre tract of land. The property is generally located at the northeast corner of Parvin Road and FM1385. (Sutton Fields) (Liebman)

Background Information:

On June 9, 2015 the Celina City Council approved a resolution that included calling a public hearing for the proposed Tax Increment Reinvestment Zone (TIRZ). The public hearing will allow for any owner of property within the proposed TIRZ to speak in favor or in opposition to being included in the TIRZ.

Public Notice:

The public hearing notice was published in *The Celina Record* on June 12, 2015. Notices were sent to all property owners. This public hearing was continued from the July 14, 2015 and the August 11, 2015 City Council meetings.

Supporting Documents:

N/A

Legal Review:

N/A

Board/Committee Recommendation:

N/A

Staff Recommendation:

Staff recommends the Public Hearing be closed.

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jay Toutounchian, Finance Director
CC: Mike Foreman, City Manager
Date: September 8, 2015
Re: EDC Budget

Action Requested:

Consider and act upon a resolution of the City of Celina, Texas ratifying and approving the fiscal year 2015/2016 budget for the Celina Economic Development Corporation. (Toutounchian)

Background Information:

Annual approval of the Celina Economic Development Corporation budget

Board Review/Citizen Input:

Approved by the Celina Economic Development Corporation

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Budget

Staff Recommendation:

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Michael Montgomery, Administrative Services
CC: Jay Toutounchian, Finance Director
Date: September 8, 2015
Re:

Action Requested:

Consider and act upon a resolution of The City of Celina, Texas ratifying and approving the fiscal year 2015-2016 budget for the Celina Community Development Corporation; and providing an effective date. Toutounchian

Background Information:

Please see attached for the FY 2016 Budget. The Celina Community Development Corporation met on Wednesday, August 19th and approved the budget 4-0.

Supporting Documents:

FY 16 CDC Budget Resolution

FY 16 CDC Budget

Staff Recommendation:

Approve

COMMUNITY DEVELOPMENT CORPORATION
FY 2015 - 2016
PROPOSED BUDGET

REVENUE:		
Sales Tax Revenue	304,902.50	
Interest Income	860.00	
Total		**305,762.50**
EXPENSES:		
Debt Service Payment	200,000.00	
Sales tax rebate	10,762.50	
Total		**210,762.50**
Surplus(Deficit)		**95,000.00**

Notes:
Any projected budget surplus will be used to acquire additional park land.

Attachment: FY 2016 Budget FUND BALANCE (1237 : CDC Budget FY 16)

CITY OF CELINA, TEXAS
RESOLUTION NO. 2015-____

A RESOLUTION OF THE CITY OF CELINA, TEXAS RATIFYING AND APPROVING THE FISCAL YEAR 2015-2016 BUDGET FOR THE CELINA COMMUNITY DEVELOPMENT CORPORARTION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Celina Community Development Corporation, hereinafter the "CCDC" is a 4A development corporation operating pursuant to the Development Corporation Act of 1979 now codified as Chapter 504 of the Texas Local Government Code;

WHEREAS, the CCDC Board of Directors has approved a Fiscal 2015-2016 Budget;

WHEREAS, the City of Celina desires to approve and ratify such said CCDC Budget.

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

SECTION 1: The findings and declaration contained in the preamble of this Resolution are incorporated herein as part of this Resolution.

SECTION 2: The City Council hereby ratifies and approves the Fiscal 2015-2016 Budget for the Celina Community Development Corporation.

SECTION 3: This Resolution shall be in full force and effect from and after its date of passage.

AND IT IS SO RESOLVED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas on the 8th day of September, 2015.

_____
Sean Terry, Mayor

ATTEST:

_____
Vicki Faulkner, City Secretary

Attachment: FY2016 CDC budget approval (1237 : CDC Budget FY 16)

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jay Toutounchian, Finance Director
CC: Mike Foreman, City Manager
Date: September 8, 2015
Re: Budget

Action Requested:

Consider and act upon an ordinance of the City of Celina, Texas, adopting and approving the budget for the Fiscal Year beginning October 1, 2015, and ending September 30, 2016, and making appropriations for each department, project and account; providing for expenditures of funds; providing for filing of documents. Roll Call Vote Toutounchian

Background Information:

This budget will raise more total property taxes than last year's budget by $632,056, or 17.44% and of that amount, $245,211 is tax revenue to be raised from new property added to the tax roll this year.

Board Review/Citizen Input:

Public hearing

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Proposed budget document

Staff Recommendation:

n/a

CITY OF CELINA, TEXAS
ORDINANCE NO. 2015-

AN ORDINANCE OF THE CITY OF CELINA, TEXAS ADOPTING AND APPROVING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016, AND MAKING APPROPRIATIONS FOR EACH DEPARTMENT, PROJECT AND ACCOUNT; PROVIDING FOR EXPENDITURES OF FUNDS; PROVIDING FOR FILING OF DOCUMENTS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the laws of the State of Texas and the Home Rule Charter of the City of Celina, Texas ("Celina"), the City Manager has submitted to the City Council the proposed budget of the revenues and expenditures for conducting the affairs of Celina and providing a complete financial plan for the fiscal year beginning October 1, 2015 and ending September 30, 2016 and has caused to be filed with the City Secretary (the "budget").

WHEREAS, the budget shows as definitely as possible each of the various projects for which appropriations are set up in the budget, and the estimated amount of money carried in the budget for each of such projects; and

WHEREAS, public notice of a public hearing on the proposed annual budget, stating the date, time, and place and subject matter of the public hearing, was given as required by the laws of the State of Texas; and

WHEREAS, City has acknowledged that this budget will raise more total property taxes than last year's budget by $632,056 or 17.44% and of that amount $245,211 is tax revenue to be raised from new property added to the tax roll this year.

WHEREAS, the City Council has studied the budget and listened to the comments received at the public hearing and has determined that the budget attached hereto is in the best interest of the City of Celina.

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

SECTION 1
BUDGET ADOPTED

The budget attached hereto as exhibit "A" and incorporated herein by this reference is approved and adopted for the fiscal year beginning October 1, 2015 and ending September 30, 2016, and there is hereby appropriated from the funds indicated and for such purposes, respectively, such sums of money for such projects, operations, activities, purchases and other expenditures as proposed in the attached budget.

Attachment: 2015- FY2016 Budget (1226 : Budget)

SECTION 2
EXPENDITURE OF FUNDS

(A) No expenditure of the funds of the City shall hereafter be made except in compliance with the budget and applicable state law; provided, however, that in case of grave public necessity emergency expenditures to meet unusual and unforeseen conditions, which could not by reasonable, diligent thought and attention have been included in the original budget, may from time to time be authorized by the City Council as amendments to the original budget.

(B) Prior to the expenditure of any monies in the emergency reserve fund, the question of the expenditure of such monies shall be submitted to the City Manager, who shall review the proposed expenditure and timely make its recommendation to the City Council.

(C) Specific authority is hereby given to the City Manager to transfer appropriations budgeted from one account classification or activity to another within any individual department or activity; and, to transfer appropriations from designated appropriations to any individual department or activity.

SECTION 3
FILING OF BUDGET AND ORDINANCE REQUIRED

The City Manager shall file or cause to be filed a true and correct copy of the approved budget, along with this Ordinance, with the City Secretary and in the Office of the County Clerk of Collin County, and Denton County, Texas.

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 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 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 the City budget, 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

Attachment: 2015- FY2016 Budget (1226 : Budget)

ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 6
SEVERABILITY

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

SECTION 7
PUBLICATION CLAUSE

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

SECTION 8
ENGROSSMENT AND ENROLLMENT

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

SECTION 9
EFFECTIVE DATE

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

IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 8th day of September 2015 by roll call vote as follows:

For Passage:_____

Against Passage:_____

Attachment: 2015- FY2016 Budget (1226 : Budget)

_____
Sean Terry, Mayor

_____
Vicki Faulkner, City Secretary

_____
City Attorney

Attachment: 2015- FY2016 Budget (1226 : Budget)

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jay Toutounchian, Finance Director
CC: Mike Foreman, City Manager
Date: September 8, 2015
Re: Tax Rate

Action Requested:

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, 2015 and ending September 30, 2016, 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 11.22 percent and will raise taxes for maintenance and operations on a $100,000 home by approximately $0.77; directing the assessment thereof to provide revenues for the payment of current operation and maintenance expenses and indebtedness of the city; providing for due and delinquent dates together with penalties and interest; providing for collection by the Collin and Denton county tax assessor/collector. Roll Call Vote Toutounchian

Background Information:

Annual adoption of the Ad Valorem tax rate in support of the adopted budget.

Board Review/Citizen Input:

Public Hearings were held on August 25th and September 1st.

Alternatives:

Financial Considerations:

Legal Review:

City Attorney has reviewed the ordinance.

Supporting Documents:

Ordinance

Staff Recommendation:

Approval

CITY OF CELINA, TEXAS
ORDINANCE NO. 2015

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, FIXING AND LEVYING MUNICIPAL AD VALOREM TAXES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016, 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 11.22 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $0.77; DIRECTING THE ASSESSMENT THEREOF TO PROVIDE REVENUES FOR THE PAYMENT OF CURRENT OPERATION AND MAINTENANCE EXPENSES AND INDEBTEDNESS OF THE CITY; PROVIDING FOR DUE AND DELINQUENT DATES TOGETHER WITH PENALTIES AND INTEREST; PROVIDING FOR COLLECTION BY THE COLLIN AND DENTON COUNTY TAX ASSESSOR/COLLECTOR; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Celina, Texas (the "City") hereby finds that the tax for the fiscal year beginning October 1, 2015 and ending September 30, 2016, hereinafter levied for current expenses of the City and the general improvements of the City and its property, must be levied to provide the revenue requirements of the budget for the ensuing year; and

WHEREAS, the City Council has approved on the 8th day of September, 2015, the budget for the fiscal year beginning October 1, 2015, and ending September 30, 2016; and

WHEREAS, all statutory and constitutional requirements concerning the levying and assessing of ad valorem taxes have been completed in due and correct time, including providing notice of and conducting a public hearing regarding the ad valorem tax levied hereby; and

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

SECTION 1
APPROVING THE TAX RATE AND LEVY

Attachment: 2015- 2015 Ad Valorem Tax Rate (1227 : Tax Rate)

There is hereby levied and ordered to be assessed and collected for the fiscal year beginning October 1, 2015, and ending September 30, 2016, and for each fiscal year thereafter until otherwise provided, on all taxable property, real, personal and mixed, situated within the corporate limits of the City of Celina, Texas, and not exempted by the Constitution of the State, valid State laws or this ordinance, a tax of $.645 on each One Hundred Dollars ($100.00) assessed value of taxable property, which shall be apportioned and distributed as follows:

(A) For the purpose of defraying the maintenance and operation expenses of the municipal government of the City, a tax of $0.433512 on each One Hundred Dollars ($100.00) assessed value of all taxable property; and

(B) For the purpose of the payment of principal and interest on the debt of the City, a tax of $0.211488 on each One Hundred Dollars ($100.00) assessed value of all taxable property.

SECTION 2
DUE DATE AND DELINQUENCY DATE

All ad valorem taxes shall become due and payable on October 1, 2015, and all ad valorem taxes shall become delinquent after January 31, 2016. There shall be no discount for payment of taxes on or prior to January 31, 2016. A delinquent tax shall incur all penalty and interest authorized by law, Section 33.01 of the Texas Property Tax Code, as amended, to wit: a penalty of six percent (6%) of the amount of the tax for the first calendar month the tax is delinquent plus one percent (1%) for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent.

Provided, however, a tax delinquent on July 1 incurs a total penalty of twelve percent (12%) of the amount of the delinquent tax without regard to the number of months the tax has been delinquent. A delinquent tax shall also accrue interest at a rate of one percent (1%) for each month or portion of a month the tax remains unpaid. Taxes that become delinquent on or after February 1, 2016, but not later than May 1, 2016, that remain delinquent on July 1, 2015, incur an additional penalty of fifteen percent (15%) of the amount of taxes, penalty and interest due; however, taxes that become delinquent on or after June 1, 2016 under Section 31.03, 31.031, 31.032, or 31.04 of the Texas Property Tax Code incur an additional penalty of fifteen percent (15%). Such additional penalties are to defray the costs of collection due pursuant to the contract with the City's attorney authorized by Section 6.30 of the Texas Property Tax Code, as amended.

SECTION 3
TAX ASSESSOR/COLLECTOR

Taxes shall be payable in full at the office of the Collin County Tax Assessor/Collector, 2300 Bloomdale Road, Suite 2324, McKinney, TX 75071 and the Denton County Tax Assessor/Collector, 1505 E. McKinney, Denton, TX 76209-4525. The City shall have available all rights and remedies provided by law for the enforcement of the collection of taxes levied under this Ordinance.

Attachment: 2015- 2015 Ad Valorem Tax Rate (1227 : Tax Rate)

SECTION 4
PENALTY AND INTEREST

All delinquent taxes shall bear interest as provided by State law, in addition to the penalties set forth herein.

SECTION 5
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 e governed by the provisions of such Ordinance and for that purpose the ordinance shall remain in full force and effect.

SECTION 6
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 ad valorem taxes, 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 7
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 it 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.

Attachment: 2015- 2015 Ad Valorem Tax Rate (1227 : Tax Rate)

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 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.

IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 8th day of September, 2015.

_____
Sean Terry, Mayor

_____
Vicki Faulkner, City Secretary

_____
City Attorney

Attachment: 2015- 2015 Ad Valorem Tax Rate (1227 : Tax Rate)

Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Planner
CC: Mike Foreman, City Manager
Date: September 8, 2015
Re: Creeks of Legacy Offsites

Action Requested:

Consider and take action on a Final Plat for Clear Creek Parkway and Doe Branch Boulevard, being ±14.097 acres situated in the William Davenport survey, Abstract No. 262, and the F.D. Gary survey Abstract No. 361 The property is generally located north of Frontier Parkway, west of the Dallas North Tollway east of the Denton/Collin County Line, and South of County Road 7. (Creeks of Legacy)

Action Requested:
Consider and take action on a Final Plat for Clear Creek Parkway and Doe Branch Boulevard, being ±14.097 acres situated in the William Davenport survey, Abstract No. 262, and the F.D. Gary survey Abstract No. 361 The property is generally located north of Frontier Parkway, west of the Dallas North Tollway east of the Denton/Collin County Line, and South of County Road 7. (Creeks of Legacy)

Background Information:
The proposed plat is to facilitate the development of the offsite infrastructure for the Creeks of Legacy subdivision.

Financial Considerations:

Prior to plat filing the applicant is obligated to pay the outdoor warning device fee.

Legal Review:

N/A

Board/Committee Recommendation:

The Planning and Zoning Commission recommended approval (5-0) (Terry Recused) of the plat on the condition that staff's comments were addressed prior to the City Council meeting on September 8, 2015.

Supporting Documents:

- Plat exhibit

Staff Recommendation:

Staff recommends that the item be approved as presented.

TBPLS Firm Reg. No. 10177700
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9/2/2015
Sheet 1
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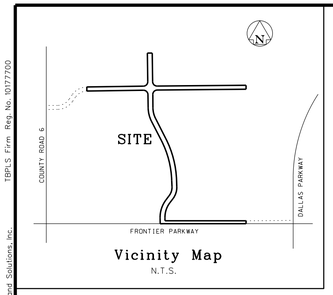

Vicinity Map
N.T.S.

LEGEND
IRF - Iron Rod Found
IRS - Iron Rod Set

Doonye McCully
Inst.• 20120323000033840
O.P.R.C.C.T.

David Baxter
Inst.• 1993-00402
O.P.R.C.C.T.

Sammy Jackson
Inst.• 1994-0102289
O.P.R.C.C.T.

Wm. Davenport Survey
Abst.No. 262

F. D. Gary Survey
Abst.No. 361

Carl P. Parrish
Vol.5335, Pg.7579
O.P.R.C.C.T.

CTMGT FRONTIER 80, LLC
INST.• 20130909001267970
O.P.R.C.C.T

CTMGT FRONTIER 80, LLC
INST.• 20140624000644630
O.P.R.C.C.T

CTMGT FRONTIER 80, LLC
INST.• 20140624000644650
O.P.R.C.C.T

LENNAR HOMES OF TEXAS
LAND AND CONSTRUCTION, LTD.
INST.• 20140911000984990
O.P.R.C.C.T

FIRST TEXAS HOMES, INC.
INST.• 20140825000908100
O.P.R.C.C.T

City of Celina (Right-of-Way)
INST.• 20140708000701510
(1.437 Acres) O.P.R.C.C.T.

City of Celina (Right-of-Way)
INST.• 20140708000701510
(2.028 Acres) O.P.R.C.C.T.

City of Celina (Right-of-Way)
INST.• 20140708000701510
(2.232 Acres) O.P.R.C.C.T.

City of Celina (Right-of-Way)
INST.• 20140708000701510
(3.064 Acres) O.P.R.C.C.T.

City of Celina (Right-of-Way)
INST.• 20140708000701570
(4.512 Acres) O.P.R.C.C.T.

117 Farm on Tollway Ltd.
Inst.• 2005-0088512
O.P.R.C.C.T.

N
W E
S
0 100 200 300
GRAPHIC SCALE IN FEET

County Road 6

Doe Branch Boulevard

Clear Creek Parkway

Match Line A

Approximate Survey Line

Tract Line

Point of Beginning

N89° 11'03"E 1053.75'
S89° 11'03"W 1053.75'
N00° 48'57"W 75.00'
N00° 16'45"W 600.61'
S89° 51'14"E 90.01'
N89° 29'44"E 1656.11'
S89° 29'44"W 1784.19'
1654.27'
1182.75'
371.45'
408.48'
L=778.62'

N00° 48'57"W 533.06'
S00° 48'57"E 532.25'
N00° 48'57"W 653.80'
S00° 48'57"E 653.80'
N00° 48'57"W 249.95'
S00° 48'57"E 249.24'
S00° 06'38"E 75.00'
S27° 08'43"E
N27° 08'43"W

Δ = 90° 00' 00"
R = 84.00'
L = 131.95'
LC= N44° 11'03"E
118.79'

Δ = 89° 41' 19"
R = 84.00'
L = 131.49'
LC= S45° 39' 37"E
118.47'

Δ = 90° 00' 00"
R = 84.00'
L = 131.95'
LC= N45° 48' 57"W
118.79'

Δ = 90° 18' 41"
R = 84.00'
L = 132.40'
LC= S44° 20' 23"W
119.12'

Δ = 26° 19' 46"
R = 545.00'
L = 250.45'
LC= N13° 58' 50"W
248.25'

Δ = 26° 19' 46"
R = 455.00'
L = 209.09'
LC= S13° 58' 50"E
207.25'

Δ = 25° 15' 39"
R = 1856.50'
L = 818.50'
LC= S14° 30' 54"E
811.89'

Temporary Turnaround Easement
Inst.• O.P.R.C.C.T.

Match Sheet 2

NOTES

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

2. THE UNDERSIGNED DOES HEREBY COVENANT AND AGREE THAT HE OR SHE OR THEY SHALL CONSTRUCT UPON THE FIRE LANE EASEMENTS, AS DEDICATED AS SHOWN HEREON, A HARD SURFACE IN ACCORDANCE WITH THE CITY OF CELINA'S PAVING STANDARDS FOR FIRE LANE, AND THAT HE OR SHE OR THEY SHALL MAINTAIN THE SAME IN A STATE OF GOOD REPAIR AT ALL TIMES AND KEEP THE SAME FREE AND CLEAR OF ANY STRUCTURES, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR OBSTRUCTION, INCLUDING BUT NOT LIMITED TO THE PARKING OF MOTOR VEHICLES, TRAILERS, BOATS OR OTHER IMPEDIMENTS TO THE ACCESSIBILITY OF FIRE APPARATUS. THE MAINTENANCE OF PAVING ON THE FIRE LANE EASEMENTS IS THE RESPONSIBILITY OF THE OWNER, AND THE OWNER SHALL POST AND MAINTAIN APPROPRIATE SIGNS IN CONSPICUOUS PLACES ALONG SUCH FIRE LANES, STATING "FIRE LANE, NO PARKING." THE LOCAL LAW ENFORCEMENT AGENCY(S) IS HEREBY AUTHORIZED TO ENFORCE PARKING REGULATIONS WITHIN THE FIRE LANES, AND TO CAUSE SUCH FIRE LANES AND UTILITY EASEMENTS TO BE MAINTAINED FREE AND UNOBSTRUCTED AT ALL TIMES FOR FIRE DEPARTMENT AND EMERGENCY USE.

3. THE UNDERSIGNED DOES HEREBY COVENANT AND AGREE THAT THE ACCESS EASEMENT MAY BE UTILIZED BY ANY PERSON OR THE GENERAL PUBLIC FOR INGRESS AND EGRESS TO PUBLIC VEHICULAR AND PEDESTRIAN USE AND ACCESS, AND FOR FIRE DEPARTMENT AND EMERGENCY USE IN, ALONG, UPON AND ACROSS SAID PREMISES, WITH THE RIGHT AND PRIVILEGE AT ALL TIMES OF THE CITY OF CELINA, ITS AGENTS, EMPLOYEES, WORKMEN AND REPRESENTATIVES HAVING INGRESS, EGRESS, AND REGRESS IN, ALONG, UPON AND ACROSS SAID PREMISES.

4. THE AREA OR AREAS SHOWN ON THE PLAT AS "VAM" (VISIBILITY, ACCESS AND MAINTENANCE) EASEMENT(S) ARE HEREBY GIVEN AND GRANTED TO THE CITY, ITS SUCCESSORS AND ASSIGNS, AS AN EASEMENT TO PROVIDE VISIBILITY, RIGHT OF ACCESS FOR MAINTENANCE UPON AND ACROSS SAID VAM EASEMENT. THE CITY SHALL HAVE THE RIGHT BUT NOT THE OBLIGATION TO MAINTAIN ANY AND ALL LANDSCAPING WITHIN THE VAM EASEMENT. SHOULD THE CITY EXERCISE THIS MAINTENANCE RIGHT, THEN IS SHALL BE PERMITTED TO REMOVE AND DISPOSE OF ANY AND ALL LANDSCAPING IMPROVEMENTS, INCLUDING WITHOUT LIMITATION, ANY TREES, SHRUBS, FLOWERS, GROUND COVER AND FIXTURES. THE CITY MAY WITHDRAW MAINTENANCE OF THE VAM EASEMENT AT ANY TIME. THE ULTIMATE MAINTENANCE RESPONSIBILITY FOR THE VAM EASEMENT SHALL REST WITH THE OWNERS. NO BUILDING, FENCE, SHRUB, TREE OR OTHER IMPROVEMENTS OR GROWTHS, WHICH IN ANY WAY MAY ENDANGER OR INTERFERE WITH THE VISIBILITY, SHALL BE CONSTRUCTED IN, ON, OVER, OR ACROSS THE VAM EASEMENT. THE CITY SHALL ALSO HAVE THE RIGHT BUT NOT THE OBLIGATION TO ADD ANY LANDSCAPE IMPROVEMENTS TO THE VAM EASEMENT, TO ERECT ANY TRAFFIC CONTROL DEVICES OR SIGNS ON THE VAM EASEMENT 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.

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	BEARING	DISTANCE
C3	25° 15' 39"	1811.50'	798.66'	N 14° 30' 54" W	792.21'
C4	26° 19' 46"	500.00'	229.77'	N 13° 58' 50" W	227.75'

A Final Plat of
Clear Creek Parkway, Doe Branch Boulevard
14.097 Acres

SITUATED IN THE WM. DAVENPORT SURVEY, ABSTRACT NUMBER 262, AND THE F.D. GARY SURVEY, ABSTRACT NUMBER 361, CITY OF CELINA, COLLIN COUNTY, TEXAS

Owners

City of Celina
142 N. Ohio Street
Celina, Texas 75009
972-382-2682

CADG FRONTIER 192, LLC
1800 Valley View Lane
Suite 300
Farmers Branch, Texas 75234
469-892-7200

Case No._____ Date of Preparation: April 2014

Revisions:	
Job #:	CEN13006
Drawn By:	D.FREEMON
Checked By:	T.BRIDGES
Date:	04-23-14

PELOTON LAND SOLUTIONS
5751 KROGER DR. STE. 185 | KELLER, TX 76244 | 817-562-3350

SHEET 1 OF 2 SHEETS

Attachment: 20150902-CEN13006_PA1 (1233 : Creeks of Legacy Offsite - FP)

TBPLS Firm Reg. No. 10177700
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Sheet 2
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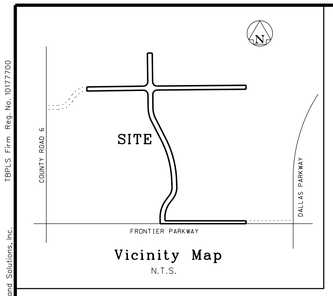


Vicinity Map
N.T.S.

KNOW ALL MEN BY THESE PRESENTS:
THAT I, TODD A. BRIDGES DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON AS "SET" WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF CELINA.

_____
SIGNATURE OF THE REGISTERED PROFESSIONAL

TEXAS REGISTRATION NO.4940

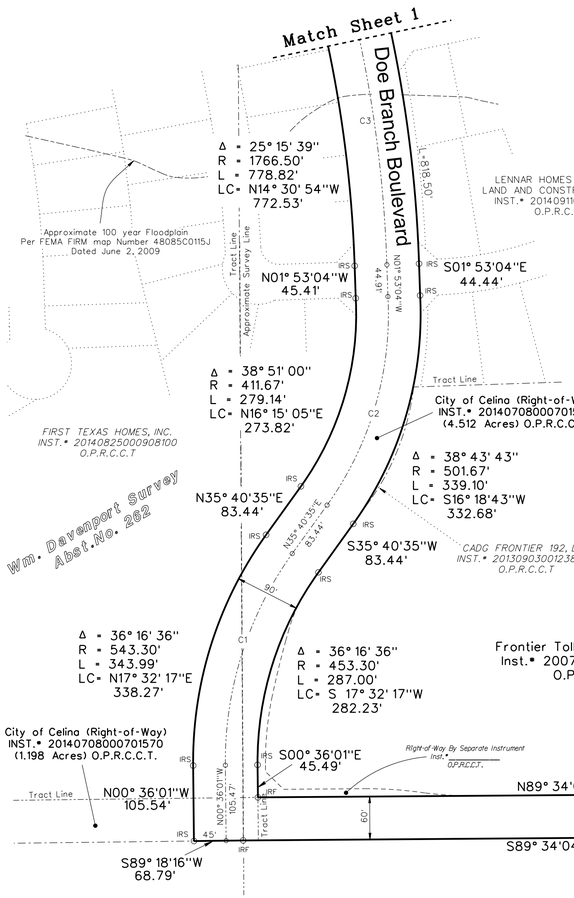
STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED TODD A. BRIDGES, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY AND SEAL OF OFFICE, THIS____ DAY OF _____ 20___.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

_____
MY COMMISSION EXPIRES ON:



CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	BEARING	DISTANCE
C1	36° 16' 36"	498.30'	315.50'	N 17° 32' 17" E	310.25'
C2	38° 47' 06"	456.67'	309.13'	N 16° 17' 02" E	303.26'

STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS THE CITY OF CELINA AND CADG FRONTIER 192, LLC ARE THE OWNERS OF A TRACT OF LAND SITUATED IN THE WM. DAVENPORT SURVEY, ABSTRACT NUMBER 262, AND THE F.D. GRAY SURVEY, ABSTRACT NUMBER 361, CITY OF CELINA, COLLIN COUNTY, TEXAS, BEING A ALL OF THAT TRACT OF LAND DESCRIBED BY DEED TO CADG FRONTIER 192, LLC RECORDED IN INSTRUMENT NUMBER 20140909000976380, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, BEING ALL OF A 3.064 ACRE TRACT, A 2.232 ACRE TRACT AND A 2.028 ACRE TRACT OF LAND DESCRIBED BY DEED TO THE CITY OF CELINA RECORDED IN INSTRUMENT NUMBER 20140708000701510 AND ALL OF A 4.512 ACRE TRACT AND A PORTION OF A 1.198 ACRE TRACT OF LAND DESCRIBED BY DEED TO THE CITY OF CELINA RECORDED IN INSTRUMENT NUMBER 20140708000701570, BOTH OF SAID OFFICIAL PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD FOUND AT A WESTERLY CORNER OF SAID CITY OF CELINA 2.028 ACRE TRACT, BEING THE SOUTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED BY DEED TO CARL P. PARRISH AS RECORDED IN VOLUME 5335, PAGE 7579, SAID OFFICIAL PUBLIC RECORDS, FROM WHICH AN IRON ROD BEARS N 00° 16'45"W, 600.61 FEET, BEING THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED BY DEED TO CTMGT FRONTIER 80, LLC RECORDED IN INSTRUMENT NUMBER 20130909001267970, SAID OFFICIAL PUBLIC RECORDS:

THENCE N 89° 11'03"E, 1053.75 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET, THE BEGINNING OF A CURVE TO THE LEFT:

THENCE WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 131.95 FEET, THROUGH A CENTRAL ANGLE OF 90° 00'00", HAVING A RADIUS OF 84.00 FEET, THE LONG CHORD WHICH BEARS N 44° 11'03"E, 118.79 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET:

THENCE N 00° 48'57"W, 533.06 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET IN THE NORTH LINE OF SAID CITY OF CELINA 2.232 ACRE TRACT:

THENCE S 89° 51'14"E, 90.01 FEET WITH SAID NORTH LINE TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET:

THENCE S 00° 48'57"E, 532.25 FEET DEPARTING SAID NORTH LINE TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET, THE BEGINNING OF A CURVE TO THE LEFT:

THENCE WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 131.49 FEET, THROUGH A CENTRAL ANGLE OF 89° 41'19", HAVING A RADIUS OF 84.00 FEET, THE LONG CHORD WHICH BEARS S 45° 39'37"E, 118.47 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET:

THENCE N 89° 29'44"E, 1656.11 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET IN THE EAST LINE OF SAID CITY OF CELINA 3.064 ACRE TRACT:

THENCE S 00° 06'38"E, 75.00 FEET WITH SAID EAST LINE TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET:

THENCE S 89° 29'44"W, 1654.27 FEET DEPARTING SAID EAST LINE TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET, THE BEGINNING OF A CURVE TO THE LEFT:

THENCE WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 132.40 FEET, THROUGH A CENTRAL ANGLE OF 90° 18'41", HAVING A RADIUS OF 84.00 FEET, THE LONG CHORD WHICH BEARS S 44° 20'23"W, 119.12 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET:

THENCE S 00° 48'57"E, 249.24 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET, TO THE BEGINNING OF A CURVE TO THE LEFT:

THENCE WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 209.09 FEET, THROUGH A CENTRAL ANGLE OF 26° 19'46", HAVING A RADIUS OF 455.00 FEET, THE LONG CHORD WHICH BEARS S 13° 58'50"E, 207.25 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET:

THENCE S 27° 08'43"E, 408.48 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET, THE BEGINNING OF A CURVE TO THE RIGHT:

THENCE WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 818.50 FEET, THROUGH A CENTRAL ANGLE OF 25° 15'39", HAVING A RADIUS OF 1856.50 FEET, THE LONG CHORD WHICH BEARS S 14° 30'54"E, 811.89 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET:

THENCE S 01° 53'04"E, 44.44 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET, THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT:

THENCE WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 339.10 FEET, THROUGH A CENTRAL ANGLE OF 38° 43'43", HAVING A RADIUS OF 501.67 FEET, THE LONG CHORD WHICH BEARS S 16° 18'43"W, 332.68 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET IN THE WEST LINE OF THAT TRACT OF LAND DESCRIBED BY DEED TO FRONTIER TOLLWAY PARTNERS, L.P. RECORDED IN INSTRUMENT NUMBER 20070618000828920, SAID OFFICIAL PUBLIC RECORDS:

THENCE S 35° 40'35"W, 83.44 FEET WITH SAID WEST LINE TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET, THE BEGINNING OF A CURVE TO THE LEFT:

THENCE WITH SAID WEST LINE AND CURVE TO THE LEFT, AN ARC DISTANCE OF 287.00 FEET, THROUGH A CENTRAL ANGLE OF 36° 16'36", HAVING A RADIUS OF 453.30 FEET, THE LONG CHORD WHICH BEARS S 17° 32'17"W, 282.23 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET:

THENCE S 00° 36'01"E, 45.49 FEET WITH SAID WEST LINE TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT THE NORTHWEST CORNER OF SAID CADG FRONTIER 192 TRACT:

THENCE N 89° 34'04"E, 1556.15 FEET WITH THE NORTH LINE OF SAID CADG FRONTIER 192 TRACT TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT THE NORTHWEST CORNER OF SAID CADG FRONTIER 192 TRACT, BEING IN THE WEST LINE OF THAT TRACT OF LAND DESCRIBED BY DEED TO TOM MOSEY RECORDED IN INSTRUMENT NUMBER 1999-0024276, SAID OFFICIAL PUBLIC RECORDS:

THENCE S 00° 25'31"E, 60.00 FEET WITH THE COMMON EAST LINE OF SAID CADG FRONTIER 192 TRACT AND THE WEST LINE OF SAID TOM MOSEY TRACT TO AN IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID CADG FRONTIER 192 TRACT, BEING IN THE NORTH LINE OF THAT TRACT OF LAND DESCRIBED BY DEED TO MIKE A. MYERS INVESTMENT HOLDINGS, L.P., RECORDED IN INSTRUMENT NUMBER 2004-0158478, SAID OFFICIAL PUBLIC RECORDS, AND BEING IN THE APPROXIMATE CENTERLINE OF FRONTIER PARKWAY:

THENCE S 89° 34'04"W, 1577.18 FEET WITH THE COMMON NORTH LINE OF SAID MIKE A. MYERS TRACT AND SAID CENTERLINE TO AN IRON ROD FOUND:

THENCE S 89° 18'16"W, 68.79 FEET CONTINUING WITH SAID COMMON LINE TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET:

THENCE N 00° 36'01"W, 105.54 FEET DEPARTING SAID COMMON LINE TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET, THE BEGINNING OF A CURVE TO THE RIGHT:

THENCE WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 343.99 FEET, THROUGH A CENTRAL ANGLE OF 36° 16'36", HAVING A RADIUS OF 543.30 FEET, THE LONG CHORD WHICH BEARS N 17° 32'17"E, 338.27 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET:

THENCE N 35° 40'35"E, 83.44 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET, THE BEGINNING OF A CURVE TO THE LEFT:

THENCE WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 279.14 FEET, THROUGH A CENTRAL ANGLE OF 38° 51'00", HAVING A RADIUS OF 411.67 FEET, THE LONG CHORD WHICH BEARS N 16° 15'05"E, 273.82 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET:

THENCE N 01° 53'04"W, 45.41 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET, THE BEGINNING OF A CURVE TO THE LEFT:

THENCE WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 778.82 FEET, THROUGH A CENTRAL ANGLE OF 25° 15'39", HAVING A RADIUS OF 1766.50 FEET, THE LONG CHORD WHICH BEARS N 14° 30'54"W, 772.53 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET:

THENCE N 27° 08'43"W, 408.48 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET, THE BEGINNING OF A CURVE TO THE RIGHT:

THENCE WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 250.45 FEET, THROUGH A CENTRAL ANGLE OF 26° 19'46", HAVING A RADIUS OF 545.00 FEET, THE LONG CHORD WHICH BEARS N 13° 58'50"W, 248.25 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET:

THENCE N 00° 48'57"W, 249.95 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET, THE BEGINNING OF A CURVE TO THE LEFT:

THENCE WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 131.95 FEET, THROUGH A CENTRAL ANGLE OF 90° 00'00", HAVING A RADIUS OF 84.00 FEET, THE LONG CHORD WHICH BEARS N 45° 48'57"W, 118.79 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET:

THENCE S 89° 11'03"W, 1053.75 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET AT THE SOUTHWEST CORNER OF SAID CITY OF CELINA 2.028 ACRE TRACT:

THENCE N 00° 48'57"W, 75.00 FEET WITH THE WEST LINE OF SAID CITY OF CELINA 2.028 ACRE TRACT TO THE POINT OF BEGINNING AND CONTAINING 614,047 SQUARE FEET OR 14.097 ACRES OF LAND MORE OR LESS.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT _____, ACTING HEREIN BY AND THROUGH ITS DULY AUTHORIZED OFFICERS, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS CLEAR CREEK PARKWAY AND DOE BRANCH BOULEVARD ADDITION AN ADDITION TO THE CITY OF CELINA, TEXAS, AND DOES HEREBY DEDICATE, IN FEE SIMPLE TO THE PUBLIC USE FOREVER, THE STREETS, RIGHTS-OF-WAY, AND OTHER PUBLIC IMPROVEMENTS SHOWN THEREON. THE STREETS AND ALLEYS, IF ANY, ARE DEDICATED FOR STREET PURPOSES. THE EASEMENTS AND PUBLIC USE AREAS, AS SHOWN, ARE DEDICATED, FOR THE PUBLIC USE FOREVER, FOR THE PURPOSES INDICATED ON THIS PLAT. NO BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS SHALL BE CONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE EASEMENTS AS SHOWN, EXCEPT THAT LANDSCAPE IMPROVEMENTS MAY BE PLACED ON LANDSCAPE EASEMENTS, IF APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA. IN ADDITION, UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE OR USING THE SAME UNLESS THE EASEMENT LIMITS THE USE TO PARTICULAR UTILITIES, SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE PUBLIC'S AND CITY OF CELINA'S USE THEREOF. THE CITY OF CELINA AND PUBLIC UTILITY ENTITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS WHICH MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS IN SAID EASEMENTS. THE CITY OF CELINA AND PUBLIC UTILITY ENTITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT INGRESS AND EGRESS TO OR FROM THEIR RESPECTIVE EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, READING METERS, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME PROCURING PERMISSION FROM ANYONE.

THIS PLAT APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS OF THE CITY OF CELINA, TEXAS

WITNESS, MY HAND THIS THE ____ DAY OF _____ ,20___.

BY: _____
AUTHORIZED SIGNATURE OF OWNER

_____
PRINTED NAME AND TITLE

BY: _____
AUTHORIZED SIGNATURE OF OWNER

_____
PRINTED NAME AND TITLE

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED _____, OWNER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY AND SEAL OF OFFICE, THIS____ DAY OF _____, 20___.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

_____
MY COMMISSION EXPIRES ON:

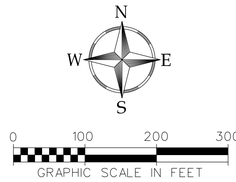
STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED _____, OWNER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY AND SEAL OF OFFICE, THIS____ DAY OF _____, 20___.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

_____
MY COMMISSION EXPIRES ON:



APPROVED FOR PREPARATION OF FINAL PLAT FOLLOWING CONSTRUCTION OF ALL PUBLIC IMPROVEMENTS (OR APPROPRIATE SURETIES THEREOF) NECESSARY FOR THE SUBDIVISION SHOWN ON THIS PLAT.

RECOMMENDED BY: PLANNING AND ZONING COMMISSION CITY OF CELINA, TEXAS

_____ _____
SIGNATURE OF CHAIRPERSON DATE OF RECOMMENDATION

APPROVED BY: CITY COUNCIL CITY OF CELINA, TEXAS

_____ _____
SIGNATURE OF MAYOR DATE OF APPROVAL

ATTEST:

_____ _____
CITY SECRETARY DATE

THIS PROPERTY IS LOCATED IN THE CORPORATE LIMITS OF THE CITY OF CELINA, COLLIN COUNTY, TEXAS.

_____ _____
SIGNATURE OF MAYOR DATE OF APPROVAL

ATTEST:

_____ _____
CITY SECRETARY DATE

LEGEND

IRF • Iron Rod Found
IRS • Iron Rod Set

Revisions:

Job #:	CEN13006
Drawn By:	D.FREEMON
Checked By:	T.BRIDGES
Date:	04-23-14

PELOTON LAND SOLUTIONS
5751 KROGER DR. STE. 185 | KELLER, TX 76244 | 817-562-3350

SHEET
2
OF 2 SHEETS

Case No._____

A Final Plat of
Clear Creek Parkway, Doe Branch Boulevard

14.097 Acres

SITUATED IN THE WM. DAVENPORT SURVEY, ABSTRACT NUMBER 262, AND THE F.D. GARY SURVEY, ABSTRACT NUMBER 361, CITY OF CELINA, COLLIN COUNTY, TEXAS

Owners

City of Celina
142 N. Ohio Street
Celina, Texas 75009
972-382-2682

CADG FRONTIER 192, LLC
1800 Valley View Lane
Suite 300
Farmers Branch, Texas 75234
469-892-7200

Date of Preparation: April 2014

Attachment: 20150902-CEN13006_PA1 (1233 : Creeks of Legacy Offsite - FP)

Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Planner
CC: Mike Foreman, City Manager
Date: September 8, 2015
Re: Creeks of Legacy Model Home Plat

Action Requested:

Consider and take action on a Final Plat for Creeks of Legacy Model Home Park, being ±2.712 acres situated in the William Davenport survey, Abstract No. 262, and the F.D. Gary survey Abstract No. 361, and containing nine (9) residential lots. The property is generally located north of Frontier Parkway, west of the Dallas North Tollway east of the Denton/Collin County Line, and South of County Road 7. (Creeks of Legacy)

Action Requested:

Consider and take action on a Final Plat for Creeks of Legacy Model Home Park, being ±2.712 acres situated in the William Davenport survey, Abstract No. 262, and the F.D. Gary survey Abstract No. 361, and containing nine (9) residential lots. The property is generally located north of Frontier Parkway, west of the Dallas North Tollway east of the Denton/Collin County Line, and South of County Road 7.

Background Information:

Staff has reviewed the proposed Final Plat for Creeks of Legacy Phase Model Home Park, and has deemed it acceptable. The plat is to create 9 lots for model homes.

Public Notice:

N/A

Legal Review:

N/A

Financial Considerations:

Prior to plat filing the applicant is obligated to pay the outdoor warning device fee.

Board/Committee Recommendation:

The Planning and Zoning Commission recommended approval (5-0) (Terry Recused) of the plat on the condition that staff's comments were addressed prior to the City Council meeting on September 8, 2015.

Supporting Documents:

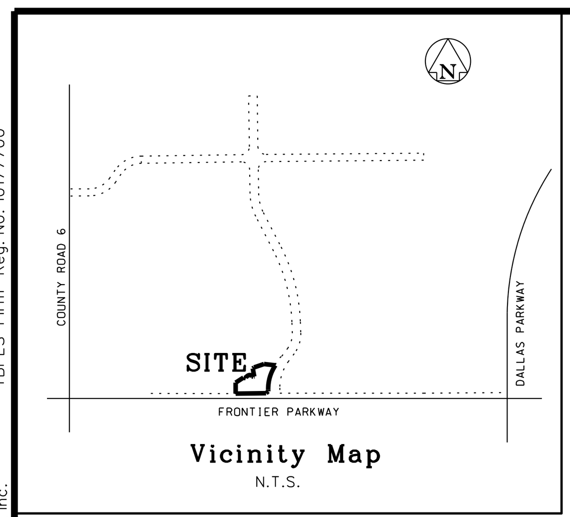
- Plat exhibit

Staff Recommendation:

Staff recommends that the item be approved as presented.

9.G.a

TBPLS Firm Reg. No. 10177700 Copyright © 2015 Peloton Land Solutions, Inc. 9:45:31 AM 6/26/2015 Default G:\JOB\CEN13006_Legacy_170_ac\Sur\CEN13006_PA4.dgn



LEGEND

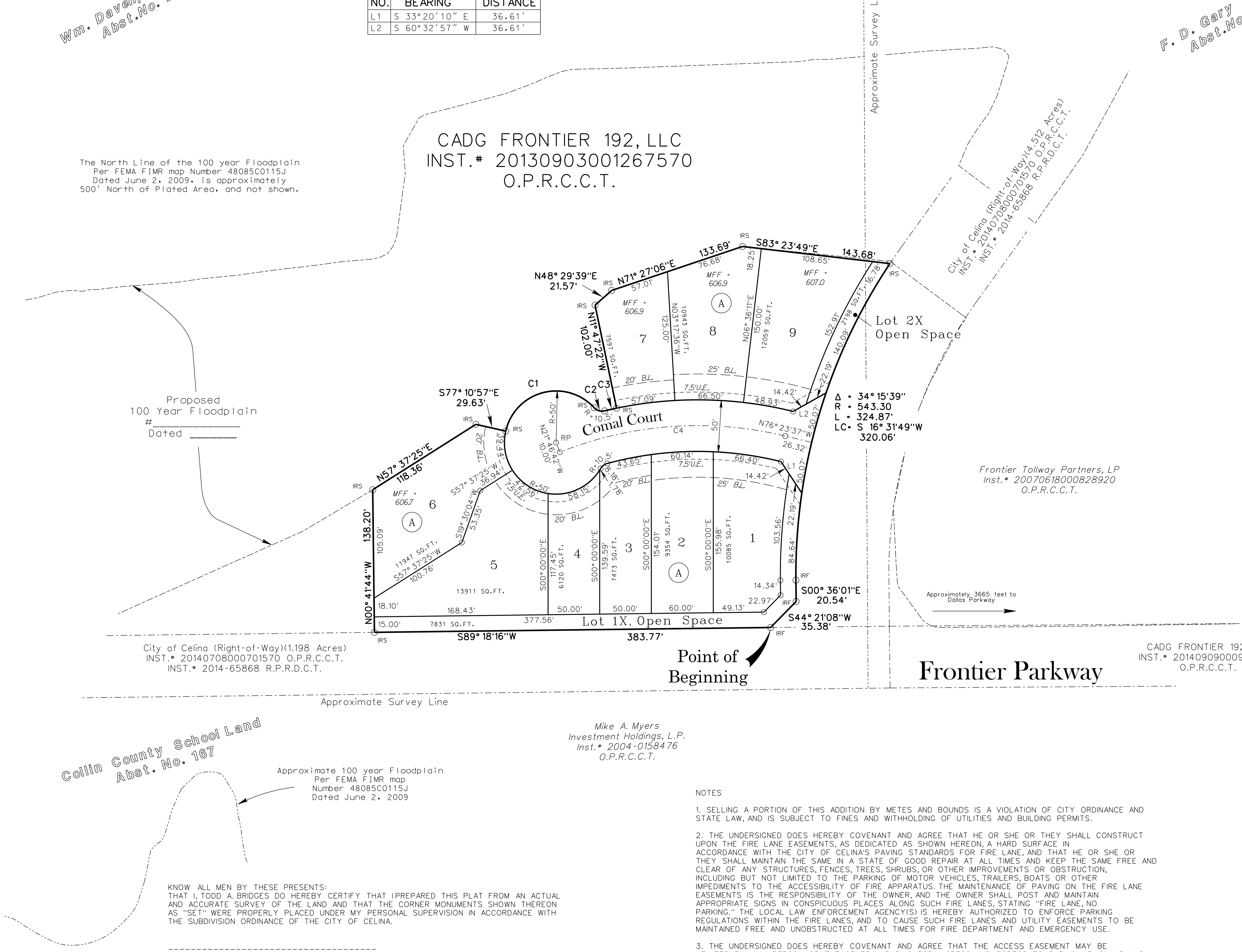
IRF = IRON ROD FOUND
IRS = IRON ROD SET
B.L. = BUILDING LINE
U.E. = UTILITY EASEMENT
SQ.FT. = SQUARE FEET

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	BEARING	DISTANCE
C1	124°39′25″	50.00′	108.78′	N 75°08′45″ E	88.56′
C2	61°01′41″	10.50′	11.18′	S 73°02′23″ E	10.66′
C3	01°45′52″	385.00′	11.86′	N 77°19′42″ E	11.86′
C4	35°23′05″	360.00′	222.33′	S 85°54′51″ W	218.81′

LINE TABLE

NO.	BEARING	DISTANCE
L1	S 33°20′10″ E	36.61′
L2	S 60°32′57″ W	36.61′



STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS THE CADG FRONTIER 192 IS THE OWNER OF A TRACT OF LAND SITUATED IN THE WM. DAVENPORT SURVEY, ABSTRACT NUMBER 262, AND THE F.D. GRAY SURVEY, ABSTRACT NUMBER 361, CITY OF CELINA, COLLIN COUNTY, TEXAS, BEING A PORTION OF THAT TRACT OF LAND DESCRIBED BY DEED TO CADG FRONTIER 192, LLC AS RECORDED IN INSTRUMENT NUMBER 2013090300126757, OFFICIAL PROPERTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT THE SOUTHWEST CORNER OF THAT 4.512 ACRE TRACT OF LAND DESCRIBED BY DEED TO THE CITY OF CELINA, BEING IN THE NORTH LINE OF THAT 1.198 ACRE TRACT DESCRIBED BY DEED TO THE CITY OF CELINA BOTH RECORDED IN INSTRUMENT NUMBER 20140708000701570, SAID OFFICIAL PUBLIC RECORDS;

THENCE S 89° 18'16"W, 383.77 FEET WITH SAID NORTH LINE TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

THENCE N 00° 41'44"W, 138.20 FEET DEPARTING SAID NORTH LINE TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

THENCE N 57° 37'25"E, 118.36 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

THENCE S 77° 10'57"E, 29.63 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET, THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE WITH SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 108.78 FEET, THROUGH A CENTRAL ANGLE OF 124° 39'25", HAVING A RADIUS OF 50.00 FEET, THE LONG CHORD WHICH BEARS N 75° 08'45"E, 88.56 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET, THE BEGINNING OF A REVERSE CURVE TO THE LEFT;

THENCE WITH SAID REVERSE CURVE TO THE LEFT, AN ARC DISTANCE OF 11.18 FEET, THROUGH A CENTRAL ANGLE OF 61° 01'41", HAVING A RADIUS OF 10.50 FEET, THE LONG CHORD WHICH BEARS S 73° 02'23"E, 10.66 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET, THE BEGINNING OF A REVERSE CURVE TO THE RIGHT;

THENCE WITH SAID REVERSE CURVE TO THE RIGHT, AN ARC DISTANCE OF 11.86 FEET, THROUGH A CENTRAL ANGLE OF 01° 45'52", HAVING A RADIUS OF 385.00 FEET, THE LONG CHORD WHICH BEARS N 77° 19'42"E, 11.86 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

THENCE N 11° 47'22"W, 102.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

THENCE N 48° 29'39"E, 21.57 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

THENCE N 71° 27'06"E, 133.69 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

THENCE S 83° 23'49"E, 143.68 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET IN THE WEST LINE OF AFOREMENTIONED CITY OF CELINA 4.512 ACRE TRACT, THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE WITH SAID WEST LINE AND SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 324.87 FEET, THROUGH A CENTRAL ANGLE OF 34° 15'39", HAVING A RADIUS OF 543.30 FEET, THE LONG CHORD WHICH BEARS S 16° 31'49"W, 320.06 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

THENCE S 00° 36'01"E, 20.54 FEET CONTINUING WITH SAID WEST LINE TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

THENCE S 44° 21'08"W, 35.38 FEET CONTINUING WITH SAID WEST LINE TO THE POINT OF BEGINNING AND CONTAINING 118,128 SQUARE FEET OR 2.712 ACRES OF LAND MORE OR LESS.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT ______________________________, ACTING HEREIN BY AND THROUGH ITS DULY AUTHORIZED OFFICERS, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS CREEKS OF LEGACY MODEL PARK AN ADDITION TO THE CITY OF CELINA, TEXAS, AND DOES HEREBY DEDICATE, IN FEE SIMPLE TO THE PUBLIC USE FOREVER, THE STREETS, RIGHTS-OF-WAY, AND OTHER PUBLIC IMPROVEMENTS SHOWN THEREON. THE STREETS AND ALLEYS, IF ANY, ARE DEDICATED FOR STREET PURPOSES. THE EASEMENTS AND PUBLIC USE AREAS, AS SHOWN, ARE DEDICATED, FOR THE PUBLIC USE FOREVER, FOR THE PURPOSES INDICATED ON THIS PLAT. NO BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS SHALL BE CONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE EASEMENTS AS SHOWN, EXCEPT THAT LANDSCAPE IMPROVEMENTS MAY BE PLACED ON LANDSCAPE EASEMENTS, IF APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA. IN ADDITION, UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE OR USING THE SAME UNLESS THE EASEMENT LIMITS THE USE TO PARTICULAR UTILITIES, SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE PUBLIC'S AND CITY OF CELINA'S USE THEREOF. THE CITY OF CELINA AND PUBLIC UTILITY ENTITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS WHICH MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS IN SAID EASEMENTS. THE CITY OF CELINA AND PUBLIC UTILITY ENTITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT INGRESS AND EGRESS TO OR FROM THEIR RESPECTIVE EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, READING METERS, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME PROCURING PERMISSION FROM ANYONE.

THIS PLAT APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS OF THE CITY OF CELINA, TEXAS

WITNESS, MY HAND THIS THE ____ DAY OF ___________ ,20__.

BY: _________________________________
AUTHORIZED SIGNATURE OF OWNER

____
PRINTED NAME AND TITLE

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED ______________________________, OWNER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY AND SEAL OF OFFICE, THIS____ DAY OF _________, 20___.

____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

____
MY COMMISSION EXPIRES ON:

KNOW ALL MEN BY THESE PRESENTS:
THAT I, TODD A. BRIDGES DO HEREBY CERTIFY THAT IPREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON AS "SET" WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF CELINA.

____
SIGNATURE OF THE REGISTERED PROFESSIONAL

TEXAS REGISTRATION NO.4940

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED TODD A. BRIDGES, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY AND SEAL OF OFFICE, THIS ___ DAY OF ___________, 20__.

____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

____
MY COMMISSION EXPIRES ON:

NOTES

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

2. THE UNDERSIGNED DOES HEREBY COVENANT AND AGREE THAT HE OR SHE OR THEY SHALL CONSTRUCT UPON THE FIRE LANE EASEMENTS, AS DEDICATED AS SHOWN HEREON, A HARD SURFACE IN ACCORDANCE WITH THE CITY OF CELINA'S PAVING STANDARDS FOR FIRE LANE, AND THAT HE OR SHE OR THEY SHALL MAINTAIN THE SAME IN A STATE OF GOOD REPAIR AT ALL TIMES AND KEEP THE SAME FREE AND CLEAR OF ANY STRUCTURES, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR OBSTRUCTION, INCLUDING BUT NOT LIMITED TO THE PARKING OF MOTOR VEHICLES, TRAILERS, BOATS OR OTHER IMPEDIMENTS TO THE ACCESSIBILITY OF FIRE APPARATUS. THE MAINTENANCE OF PAVING ON THE FIRE LANE EASEMENTS IS THE RESPONSIBILITY OF THE OWNER, AND THE OWNER SHALL POST AND MAINTAIN APPROPRIATE SIGNS IN CONSPICUOUS PLACES ALONG SUCH FIRE LANES, STATING "FIRE LANE, NO PARKING." THE LOCAL LAW ENFORCEMENT AGENCY(S) IS HEREBY AUTHORIZED TO ENFORCE PARKING REGULATIONS WITHIN THE FIRE LANES, AND TO CAUSE SUCH FIRE LANES AND UTILITY EASEMENTS TO BE MAINTAINED FREE AND UNOBSTRUCTED AT ALL TIMES FOR FIRE DEPARTMENT AND EMERGENCY USE.

3. THE UNDERSIGNED DOES HEREBY COVENANT AND AGREE THAT THE ACCESS EASEMENT MAY BE UTILIZED BY ANY PERSON OR THE GENERAL PUBLIC FOR INGRESS AND EGRESS TO PUBLIC VEHICULAR AND PEDESTRIAN USE AND ACCESS, AND FOR FIRE DEPARTMENT AND EMERGENCY USE IN, ALONG, UPON AND ACROSS SAID PREMISES, WITH THE RIGHT AND PRIVILEGE AT ALL TIMES OF THE CITY OF CELINA, ITS AGENTS, EMPLOYEES, WORKMEN AND REPRESENTATIVES HAVING INGRESS, EGRESS, AND REGRESS IN, ALONG, UPON AND ACROSS SAID PREMISES.

4. THE AREA OR AREAS SHOWN ON THE PLAT AS "VAM" (VISIBILITY, ACCESS AND MAINTENANCE) EASEMENT(S) ARE HEREBY GIVEN AND GRANTED TO THE CITY, ITS SUCCESSORS AND ASSIGNS, AS AN EASEMENT TO PROVIDE VISIBILITY, RIGHT OF ACCESS FOR MAINTENANCE UPON AND ACROSS SAID VAM EASEMENT. THE CITY SHALL HAVE THE RIGHT BUT NOT THE OBLIGATION TO MAINTAIN ANY AND ALL LANDSCAPING WITHIN THE VAM EASEMENT. SHOULD THE CITY EXERCISE THIS MAINTENANCE RIGHT, THEN IS SHALL BE PERMITTED TO REMOVE AND DISPOSE OF ANY AND ALL LANDSCAPING IMPROVEMENTS, INCLUDING WITHOUT LIMITATION, ANY TREES, SHRUBS, FLOWERS, GROUND COVER AND FIXTURES. THE CITY MAY WITHDRAW MAINTENANCE OF THE VAM EASEMENT AT ANY TIME. THE ULTIMATE MAINTENANCE RESPONSIBILITY FOR THE VAM EASEMENT SHALL REST WITH THE OWNERS. NO BUILDING, FENCE, SHRUB, TREE OR OTHER IMPROVEMENTS OR GROWTHS, WHICH IN ANY WAY MAY ENDANGER OR INTERFERE WITH THE VISIBILITY, SHALL BE CONSTRUCTED IN, ON, OVER, OR ACROSS THE VAM EASEMENT. THE CITY SHALL ALSO HAVE THE RIGHT BUT NOT THE OBLIGATION TO ADD ANY LANDSCAPE IMPROVEMENTS TO THE VAM EASEMENT, TO ERECT ANY TRAFFIC CONTROL DEVICES OR SIGNS ON THE VAM EASEMENT 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.

5. THE OWNERSHIP, CARE, AND MAINTENANCE OF ALL OPEN SPACE\COMMON AREA LOTS IS THE RESPONSIBILITY OF THE HOA.

6. OPEN SPACE PROVIDED AT 1AC. PER 75 UNITS PROVIDED IN ANOTHER PHASE.

THIS PROPERTY IS LOCATED IN THE CORPORATE LIMITS OF THE CITY OF CELINA, COLLIN COUNTY, TEXAS.

SIGNATURE OF MAYOR ______ DATE OF APPROVAL ______
ATTEST:

CITY SECRETARY ______ DATE ______

APPROVED FOR PREPARATION OF FINAL PLAT FOLLOWING CONSTRUCTION OF ALL PUBLIC IMPROVEMENTS (OR APPROPRIATE SURETIES THEREOF) NECESSARY FOR THE SUBDIVISION SHOWN ON THIS PLAT.

RECOMMENDED BY: PLANNING AND ZONING COMMISSION, CITY OF CELINA, TEXAS

SIGNATURE OF CHAIRPERSON ______ DATE OF RECOMMENDATION ______

APPROVED BY: CITY COUNCIL, CITY OF CELINA, TEXAS

SIGNATURE OF MAYOR ______ DATE OF APPROVAL ______
ATTEST:

CITY SECRETARY ______ DATE ______

A Final Plat of
Creeks of Legacy Model Park

9 RESIDENTIAL LOTS
TOTALING 2.712 Acres

SITUATED IN THE WM. DAVENPORT SURVEY, ABSTRACT NUMBER 262, AND THE F.D. GARY SURVEY, ABSTRACT NUMBER 361, CITY OF CELINA, COLLIN COUNTY, TEXAS

Owners

CADG FRONTIER 192, LLC
1800 Valley View Lane
Suite 300
Farmers Branch, Texas 75234
469-892-7200

Case No._______

Job #:	CEN13006
Drawn By:	D. Freemon
Checked By:	T. Bridges
Date:	11-14-14

Revisions:

PELOTON LAND SOLUTIONS
5751 KROGER DR. STE. 185 | KELLER, TX 76244 | 817-562-3350

SHEET OF SHEETS

Attachment: 20150625_CEN13006_PA4 (1234 : Creeks of Legacy Model Home - FP)

Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Planner
CC: Mike Foreman, City Manager
Date: September 8, 2015
Re: Creeks of Legacy Phase 1B - Final Plat

Action Requested:

Consider and take action on a Final Plat for Creeks of Legacy Phase 1B, being ±14.097 acres situated in the William Davenport survey, Abstract No. 262, and the F.D. Gary survey Abstract No. 361, and containing 115 residential lots and 5 open space lots. The property is generally located north of Frontier Parkway, west of the Dallas North Tollway east of the Denton/Collin County Line, and South of County Road 7. (Creeks of Legacy)

Background Information:

Staff has reviewed the proposed Final Plat for Creeks of Legacy Phase 1B, and has deemed it acceptable. The plat it to create 115 residential lots and 5 open space lots.

Board Review/Citizen Input:

The Planning and Zoning Commission recommended approval (5-0) (Terry Recused) of the plat on the condition that staff's comments were addressed prior to the City Council meeting on September 8, 2015.

Alternatives:

N/A

Financial Considerations:

Prior to plat filing the applicant is obligated to pay the outdoor warning device fee.

Legal Review:

N/A

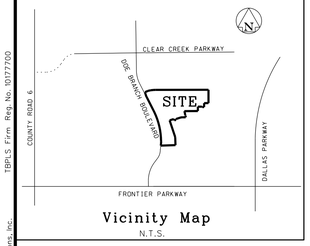
Supporting Documents:

- Proposed Plat

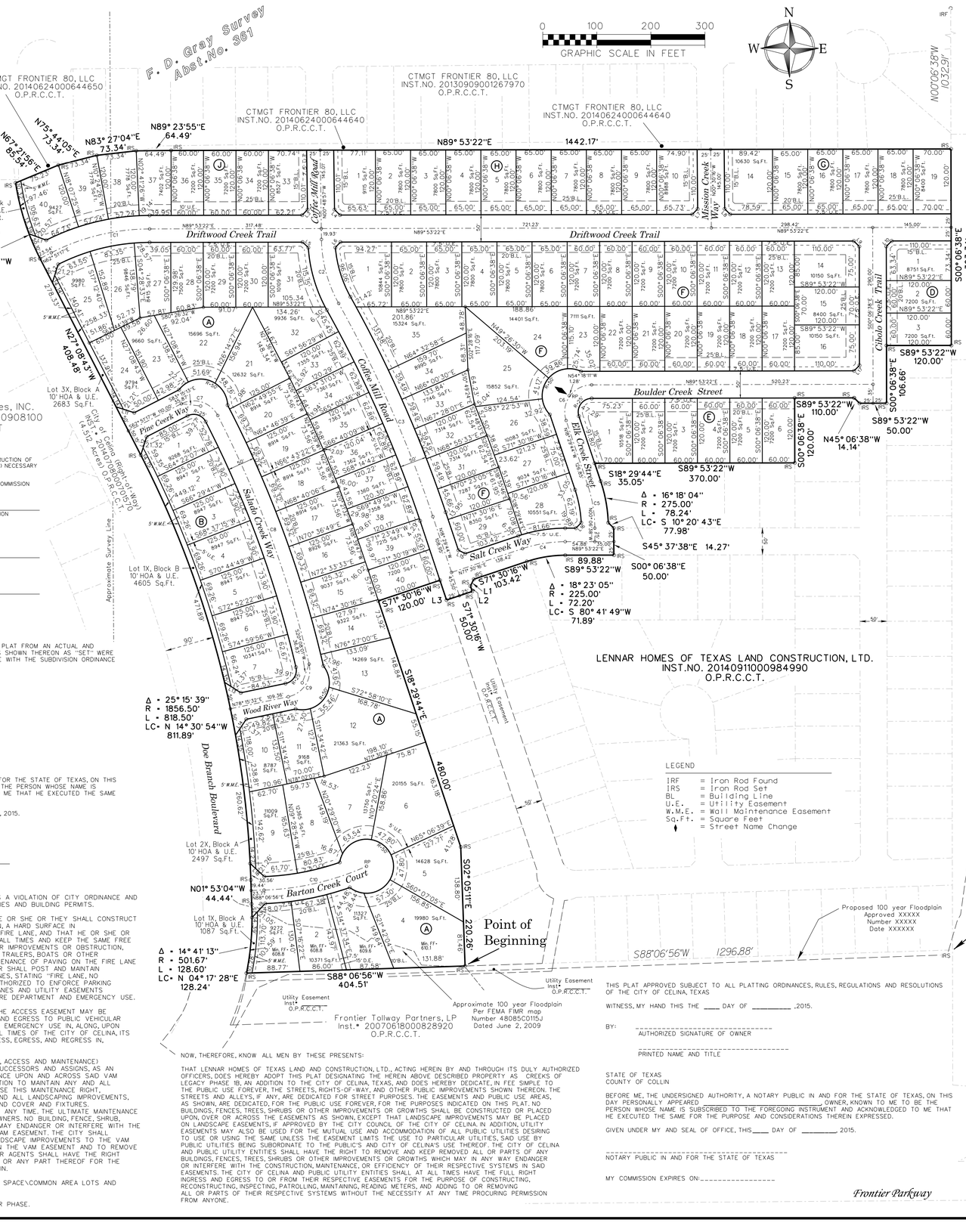
Staff Recommendation:

The applicant has addressed staffs comments and staff recommends approval as presented

TBPLS Firm Reg No. 10177700
Copyright© 2015 Peloton Land Solutions, Inc.
3:03:20 PM
8/21/2015
Default
J:\Job\LNR13001_Frontier-Celina\Surv\LNR13001_PA1.dgn



Vicinity Map
N.T.S.



BOUNDARY LINE TABLE

NO.	BEARING	DISTANCE
L1	S 26°30'15" W	14.14'
L2	S 18°29'44" E	10.50'
L3	N 18°29'44" W	38.54'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	BEARING	DISTANCE
C1	27°02'05"	400.00'	188.74'	N 76°22'19" E	186.99'
C2	28°22'53"	250.00'	123.84'	N 15°00'24" W	122.58'
C3	10°42'06"	2311.50'	431.74'	N 23°50'47" W	431.11'
C4	18°23'05"	250.00'	80.22'	N 80°41'49" E	79.87'
C5	18°23'05"	250.00'	80.22'	S 09°18'11" W	79.88'
C6	108°23'06"	50.00'	94.58'	N 35°41'49" E	81.10'
C7	90°00'00"	50.00'	78.54'	N 72°08'38" W	70.71'
C8	13°57'05"	2016.50'	491.01'	N 20°10'26" W	489.80'
C9	91°27'43"	50.00'	79.82'	N 32°31'41" W	71.61'
C10	22°26'24"	500.00'	195.83'	N 76°53'44" E	194.58'

LINE TABLE

NO.	BEARING	DISTANCE
L1	S 69°43' 02" E	33.96'
L2	N 17°51' 29" E	35.35'
L3	N 44°32' 12" E	14.05'
L4	N 45°27' 47" W	14.23'
L5	S 46°27' 40" E	14.49'
L6	N 43°11' 01" E	13.74'
L7	S 44°41' 32" W	14.09'
L8	N 45°18' 28" W	14.19'
L9	S 45°06' 38" E	14.14'
L10	N 44°53' 23" E	14.14'
L11	N 72°08' 43" W	35.36'
L12	N 17°40' 53" E	35.46'
L13	N 57°19' 00" W	35.72'
L14	N 33°50' 04" E	35.72'
L15	N 63°29' 45" W	14.14'
L16	S 44°14' 43" W	13.99'
L17	S 44°53' 22" W	14.14'
L18	N 47°09' 50" W	35.53'
L19	N 43°15' 03" E	35.44'

LEGAL DESCRIPTION

BEING A TRACT OF LAND SITUATED IN THE WM. DAVENPORT SURVEY, ABSTRACT NUMBER 262, AND THE F.D. GRAY SURVEY, ABSTRACT NUMBER 361, CITY OF CELINA, COLLIN COUNTY, TEXAS, BEING A PORTION OF THAT TRACT OF LAND DESCRIBED BY DEED TO LAND DESCRIBED BY DEED TO LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., AS RECORDED IN INSTRUMENT NUMBER 20140911000984990, OFFICIAL PROPERTY RECORDS COLLIN COUNTY TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A THE SOUTHEAST CORNER OF SAID LENNAR HOMES OF TEXAS LAND AS RECORDED IN INSTRUMENT NUMBER 20140911000984990, ALSO BEING THE NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED BY DEED TO FRONTIER TOLLWAY PARTNERS, LP AS RECORDED IN INSTRUMENT NUMBER 20070618000828920 OF SAID OFFICIAL PROPERTY RECORDS;

THENCE S 88°06'56"W, 1296.88 FEET ALONG THE NORTH LINE OF SAID FRONTIER TOLLWAY PARTNERS TRACT TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET AT THE POINT OF BEGINNING;

THENCE S 88°06'56"W, 404.51 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

THENCE WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 128.60 FEET, THROUGH A CENTRAL ANGLE OF 14°41'13", HAVING A RADIUS OF 501.67 FEET, THE LONG CHORD WHICH BEARS N 04°17'28"E, 128.24 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

THENCE N 01°53'04"W, 44.44 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET AT THE BEGINNING OF A CURVE TO THE LEFT;

THENCE WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 818.50 FEET, THROUGH A CENTRAL ANGLE OF 25°15'39", HAVING A RADIUS OF 1856.50 FEET, THE LONG CHORD WHICH BEARS N 14°30'54"W, 811.89 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

THENCE N 27°08'43"W, 408.48 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET AT THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 147.56 FEET, THROUGH A CENTRAL ANGLE OF 18°34'53", HAVING A RADIUS OF 455.00 FEET, THE LONG CHORD WHICH BEARS N 17°51'17"W, 146.91 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

THENCE N 67°21'56"E, 85.54 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

THENCE N 75°44'05"E, 73.34 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

THENCE N 83°27'04"E, 64.49 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

THENCE N 89°23'55"E, 64.49 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

THENCE N 89°53'22"E, 1442.17 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET IN THE EAST LINE OF SAID LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. AS RECORDED IN INSTRUMENT NUMBER 20149110000984990, FROM WHICH A 1/2 INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID CTMGT FRONTIER 80 BEARS N 00°06'38"W, 1032.91 FEET;

THENCE S 00°06'38"E, 363.34 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

THENCE S 89°53'22"W, 120.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

THENCE S 00°06'38"E, 106.66 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

THENCE S 89°53'22"W, 50.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

THENCE N 45°06'38"W, 14.14 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

THENCE S 89°53'22"W, 110.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

THENCE S 00°06'38"E, 120.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

THENCE S 89°53'22"W, 370.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

THENCE S 18°29'44"E, 35.05 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET AT THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 78.24 FEET, THROUGH A CENTRAL ANGLE OF 16°18'04", HAVING A RADIUS OF 275.00 FEET, THE LONG CHORD WHICH BEARS S 10°20'43"E, 77.98 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

THENCE S 45°37'38"E, 14.27 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

THENCE S 00°06'38"E, 50.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

THENCE S 89°53'22"W, 89.88 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET AT THE BEGINNING OF A CURVE TO THE LEFT;

THENCE WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 72.20 FEET, THROUGH A CENTRAL ANGLE OF 18°23'05", HAVING A RADIUS OF 225.00 FEET, THE LONG CHORD WHICH BEARS S 80°41'49"W, 71.89 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

THENCE S 71°30'16"W, 103.42 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

THENCE S 26°30'15"W, 14.14 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

THENCE S 18°29'44"E, 10.50 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

THENCE S 71°30'16"W, 50.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

THENCE N 18°29'44"W, 38.54 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

THENCE S 71°30'16"W, 120.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

THENCE S 18°29'44"E, 480.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

THENCE S 02°05'11"E, 220.26 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,325,435 SQUARE FEET OR 30.428 ACRES OF LAND MORE OR LESS.

LEGEND

IRF	= Iron Rod Found
IRS	= Iron Rod Set
BL	= Building Line
U.E.	= Utility Easement
W.M.E.	= Wall Maintenance Easement
Sq.Ft.	= Square Feet
	= Street Name Change

APPROVED FOR PREPARATION OF FINAL PLAT FOLLOWING CONSTRUCTION OF ALL PUBLIC IMPROVEMENTS (OR APPROPRIATE SURETIES THEREOF) NECESSARY FOR THE SUBDIVISION SHOWN ON THIS PLAT.

RECOMMENDED BY: PLANNING AND ZONING COMMISSION CITY OF CELINA, TEXAS

SIGNATURE OF CHAIRPERSON DATE OF RECOMMENDATION

APPROVED BY: CITY COUNCIL CITY OF CELINA, TEXAS

SIGNATURE OF MAYOR DATE OF APPROVAL

ATTEST:

CITY SECRETARY DATE

KNOW ALL MEN BY THESE PRESENTS:
THAT I, TODD A. BRIDGES DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON AS "SET" WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF CELINA.

SIGNATURE OF THE REGISTERED PROFESSIONAL

TEXAS REGISTRATION NO. 4940

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED TODD A. BRIDGES, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY AND SEAL OF OFFICE, THIS____ DAY OF _____, 2015.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: _____

NOTES

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

2. THE UNDERSIGNED DOES HEREBY COVENANT AND AGREE THAT HE OR SHE OR THEY SHALL CONSTRUCT UPON THE FIRE LANE EASEMENTS, AS DEDICATED AS SHOWN HEREON, A HARD SURFACE IN ACCORDANCE WITH THE CITY OF CELINA'S PAVING STANDARDS FOR FIRE LANE, AND THAT HE OR SHE OR THEY SHALL MAINTAIN THE SAME IN A STATE OF GOOD REPAIR AT ALL TIMES AND KEEP THE SAME FREE AND CLEAR OF ANY STRUCTURES, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR OBSTRUCTION, INCLUDING BUT NOT LIMITED TO THE PARKING OF MOTOR VEHICLES, TRAILERS, BOATS OR OTHER IMPEDIMENTS TO THE ACCESSIBILITY OF FIRE APPARATUS. THE MAINTENANCE OF PAVING ON THE FIRE LANE EASEMENTS IS THE RESPONSIBILITY OF THE OWNER, AND THE OWNER SHALL POST AND MAINTAIN APPROPRIATE SIGNS IN CONSPICUOUS PLACES ALONG SUCH FIRE LANES, STATING "FIRE LANE, NO PARKING." THE LOCAL LAW ENFORCEMENT AGENCY(S) IS HEREBY AUTHORIZED TO ENFORCE PARKING REGULATIONS WITHIN THE FIRE LANES, AND TO CAUSE SUCH FIRE LANES AND UTILITY EASEMENTS TO BE MAINTAINED FREE AND UNOBSTRUCTED AT ALL TIMES FOR FIRE DEPARTMENT AND EMERGENCY USE.

3. THE UNDERSIGNED DOES HEREBY COVENANT AND AGREE THAT THE ACCESS EASEMENT MAY BE UTILIZED BY ANY PERSON OR THE GENERAL PUBLIC FOR INGRESS AND EGRESS TO PUBLIC VEHICULAR AND PEDESTRIAN USE AND ACCESS, AND FOR FIRE DEPARTMENT AND EMERGENCY USE IN, ALONG, UPON AND ACROSS SAID PREMISES, WITH THE RIGHT AND PRIVILEGE AT ALL TIMES OF THE CITY OF CELINA, ITS AGENTS, EMPLOYEES, WORKMEN AND REPRESENTATIVES HAVING INGRESS, EGRESS, AND REGRESS IN, ALONG, UPON AND ACROSS SAID PREMISES.

4. THE AREA OR AREAS SHOWN ON THE PLAT AS "VAM" (VISIBILITY, ACCESS AND MAINTENANCE) EASEMENT(S) ARE HEREBY GIVEN AND GRANTED TO THE CITY, ITS SUCCESSORS AND ASSIGNS, AS AN EASEMENT TO PROVIDE VISIBILITY, RIGHT OF ACCESS FOR MAINTENANCE UPON AND ACROSS SAID VAM EASEMENT. THE CITY SHALL HAVE THE RIGHT BUT NOT THE OBLIGATION TO MAINTAIN ANY AND ALL LANDSCAPING WITHIN THE VAM EASEMENT. SHOULD THE CITY EXERCISE THIS MAINTENANCE RIGHT, THEN IS SHALL BE PERMITTED TO REMOVE AND DISPOSE OF ANY AND ALL LANDSCAPING IMPROVEMENTS, INCLUDING WITHOUT LIMITATION, ANY TREES, SHRUBS, FLOWERS, GROUND COVER AND FIXTURES. THE CITY MAY WITHDRAW MAINTENANCE OF THE VAM EASEMENT AT ANY TIME. THE ULTIMATE MAINTENANCE RESPONSIBILITY FOR THE VAM EASEMENT SHALL REST WITH THE OWNERS. NO BUILDING, FENCE, SHRUB, TREE OR OTHER IMPROVEMENTS OR GROWTHS, WHICH IN ANY WAY MAY ENDANGER OR INTERFERE WITH THE VISIBILITY, SHALL BE CONSTRUCTED IN, ON, OVER, OR ACROSS THE VAM EASEMENT. THE CITY SHALL ALSO HAVE THE RIGHT BUT NOT THE OBLIGATION TO ADD ANY LANDSCAPE IMPROVEMENTS TO THE VAM EASEMENT, TO ERECT ANY TRAFFIC CONTROL DEVICES OR SIGNS ON THE VAM EASEMENT 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.

5. THE CARE AND MAINTENANCE OF ALL DRAINAGE EASEMENTS OPEN SPACE\COMMON AREA LOTS AND IMPROVEMENTS WITHIN ARE THE RESPONSIBILITY OF THE HOA.

6. OPEN SPACE AT 1 PER 75 UNITS SHALL BE PROVIDED IN ANOTHER PHASE.

THIS PLAT APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS OF THE CITY OF CELINA, TEXAS

WITNESS, MY HAND THIS THE ____ DAY OF _____, 2015.

BY: _____
AUTHORIZED SIGNATURE OF OWNER

_____
PRINTED NAME AND TITLE

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED _____, OWNER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY AND SEAL OF OFFICE, THIS____ DAY OF _____, 2015.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON:_____

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., ACTING HEREIN BY AND THROUGH ITS DULY AUTHORIZED OFFICERS, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS "CREEKS OF LEGACY PHASE 1B, AN ADDITION TO THE CITY OF CELINA, TEXAS, AND DOES HEREBY DEDICATE, IN FEE SIMPLE TO THE PUBLIC USE FOREVER, THE STREETS, RIGHTS-OF-WAY, AND OTHER PUBLIC IMPROVEMENTS SHOWN THEREON. THE STREETS AND ALLEYS, IF ANY, ARE DEDICATED FOR STREET PURPOSES. THE EASEMENTS AND PUBLIC USE AREAS, AS SHOWN, ARE DEDICATED, FOR THE PUBLIC USE FOREVER, FOR THE PURPOSES INDICATED ON THIS PLAT. NO BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS SHALL BE CONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE EASEMENTS AS SHOWN, EXCEPT THAT LANDSCAPE IMPROVEMENTS MAY BE PLACED ON LANDSCAPE EASEMENTS, IF APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA. IN ADDITION, UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE OR USING THE SAME UNLESS THE EASEMENT LIMITS THE USE TO PARTICULAR UTILITIES, SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE PUBLICS AND CITY OF CELINA'S USE THEREOF. THE CITY OF CELINA AND PUBLIC UTILITY ENTITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS WHICH MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS IN SAID EASEMENTS. THE CITY OF CELINA AND PUBLIC UTILITY ENTITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT INGRESS AND EGRESS TO OR FROM THEIR RESPECTIVE EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, READING METERS, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME PROCURING PERMISSION FROM ANYONE.

A Final Plat of

Creeks of Legacy Phase 1B

115 Lots & 5 Open Spaces

BEING 30.428 ACRES SITUATED IN THE WM. DAVENPORT SURVEY, ABSTRACT NUMBER 262, AND THE F.D. GRAY SURVEY, ABSTRACT NUMBER 361, CITY OF CELINA, COLLIN COUNTY, TEXAS

Owner / Developer

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD
1707 MARKET PLACE BLVD. SUITE 250
IRVING, TEXAS 75063
469-587-5500

Case No._____

Revisions:			
Job #:	LNR13001		
Drawn By:	W.Blades		
Checked By:	T.Bridges		
Date:	5.21.2014		

PELOTON LAND SOLUTIONS
5751 KROGER DR. STE. 185 | KELLER, TX 76244 | 817-562-3350

SHEET 1 OF _ SHEETS

Attachment: 20150821-LNR13001_PA1 (1235 : Creeks of Legacy 1B - FP)

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Michael Montgomery, Administrative Services
CC: Jay Toutounchian, Finance Director
Date: September 8, 2015
Re: <Insert Subject/RE Here>

Action Requested:

Consider and Act upon a resolution of the City Council of the City of Celina, Texas, hereby authorizing the City Manager to execute an agreement between the City of Celina, Texas and JP Morgan Chase regarding Purchasing Cards for City Departments with a limit not to exceed $200,000 annually. (Toutounchian)

Background Information:

Currently, each time a Department Director wants to make a purchase with a credit card, they must use the Finance Director's card. As the City continues to grow this is becoming more problematic since there is only one card available.

Per transaction and well as card limits will be in place. Each card holder will have go through the purchasing card training and well as sign the cardholder agreement. After each transaction, Department Directors will have to upload a itemized receipt to the system. Transactions will be monitored closely by the Finance Department. Any abuse of purchasing cards will result in loss of card privileges and/or termination.

Supporting Documents:

Purchasing Card Resolution

Updated Purchasing Manual

Card Holder Application

Card Holder Agreement

Staff Recommendation:

Approve

CITY OF CELINA, TEXAS
RESOLUTION NO. 2015-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, HEREBY AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF CELINA, TEXAS AND JP MORGAN CHASE REGARDING PURCHASING CARDS FOR CITY DEPARTMENTS WITH A LIMIT NOT EXCEEED $200,000 ANNUALLY .

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

SECTION 1: The City Manager of the City of Celina, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Celina, Texas, an agreement between The City of Celina, Texas and JP Morgan Chase for purchasing cards not to exceed the limit of $200,000.

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 the 8th day of September, 2015.

_____
Sean Terry, Mayor

ATTEST:

_____
Vicki Faulkner, TRMC
City Secretary

Attachment: P Card Resolution (1229 : Purchasing Cards)

Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Planner
CC: Mike Foreman, City Manager
Date: September 8, 2015
Re: <Insert Subject/RE Here>

Action Requested:

Consider and act upon a resolution of the City Council of the City of Celina, Texas, setting a date, time and place (Tuesday October 13, 2015 at 6:00 PM & Tuesday October 13, 2015 at 6:05 PM) for public hearings on the proposed annexations of .589 Acres situated in the Thomas Stayton Survey, Abstract 0805, tract 3; , 1.07 Acres situated in the Collin County School Land #15 Survey, Abstract 0170, Blk 2, Tract 1; and 3.5 acres situated in the Collin County School Land #14 Survey, Abstract 0167, Blk 1, Tract 2.

Background Information:

Below is the anticipated annexation schedule for the properties listed in Exhibits "A", & "B".

The properties do not currently have an agricultural exemption, and no pre-annexation offer is required.

- September 8, 2015 - City Council acts on Resolution to set the public hearing dates.
- October 13, 2015 - Two separate public hearings are held on the same night (6:00pm &6:05pm @ 112 N. Colorado Dr. Celina, Texas.)
- November 10, 2015 - City Council acts on Ordinance annexing the properties listed in Exhibits "A", & "B"

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

The properties are within the Marilee Special Utility District, $1,250 per acre will be due to Marilee SUD upon the establishment of City utilities to the tracts.

Legal Review:

<Insert Legal Review Here>.

Supporting Documents:

Proposed Resolution

Staff Recommendation:

Staff recommends that the item be approved as accepted.

CITY OF CELINA
RESOLUTION NO. 2015-__

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

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

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

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

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

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

I. That on Tuesday, the 13h day of October, 2015 at 6:00 p.m. and on Tuesday, the 13th day of October, 2015 at 6:05 p.m., at 112 N. Colorado, Celina, Texas 75009. The City Council will hold public hearings giving all interested persons the right to appear and be heard on the proposed annexations by the City of Celina of the properties more particularly described on the attached Exhibits "A", "B" & "C"

II. That the City Secretary is hereby authorized and directed to cause notice of each public hearing to be published once in a newspaper having general circulation in the City and in the territories described in Exhibits "A", "B" & "C" 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 8th day September, 2015.

_____
SEAN TERRY, MAYOR

_____
VICKI FAULKNER, CITY SECRETARY

Attachment: Sept Involuntary Resolution (1238 : September Involuntary Annexation Resolution (Al-Raza & Herrin))

EXHIBIT "A"
Property Description
Abstract A0167 Collin County School Land #14 Survey, Block 1, Tract 81, Acres 3.5000

EXHIBIT "B"
Property Description
Abs A0805 Thomas Stayton Survey, Tract 3, .589 Acres

EXHIBIT "C"
Property Description
Abs A0170 Collin County School Land #15 Survey, Blk 2, Tract 1, 1.07 Acres

Attachment: Sept Involuntary Resolution (1238 : September Involuntary Annexation Resolution (Al-Raza & Herrin))

Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Planner
CC: Mike Foreman, City Manager
Date: September 8, 2015
Re: The Celina City Council will conduct a public hearing to consider testimony and take action regarding an amendment to the City's Code of Ordinances Chapter 12: Traffic and Vehicles; Article 14.03: Operation of Vehicles; Division 1: Generally; Section 12.03.001 Golf Carts. (Liebman)

Action Requested:

The Celina City Council will consider testimony and take action regarding an amendment to the City's Code of Ordinances Chapter 12: Traffic and Vehicles; Article 14.03: Operation of Vehicles; Division 1: Generally; Section 12.03.001 Golf Carts. (Liebman)

Background Information:

The City has received numerous comments from residents regarding the allowance of golf carts on City streets. Currently the City's code of ordinances does not allow individuals to drive a golf cart on any street within the City Limits. Staff has been directed to draft an amendment to the City's Code of Ordinances to allow golf carts to be driven on public streets within the City Limits provided the following requirements are met:

1. The maximum speed limit on the public street is 35 miles per hour or less;

2. The person has a valid driver license;

3. The person maintains current financial responsibility for the golf cart, as required of other passenger vehicles in the V.T.C.A., Texas Transportation Code sec. 601.051;

4. The person complies with all applicable federal, state, and local laws and ordinances;

5. The golf cart has the following equipment:

   (a) Headlamps;

   (b) Tail lamps;

   (c) Reflectors;

   (d) Parking brake;

   (e) Mirrors; and

(f) A slow-moving vehicle emblem; and

6. While the golf cart is in motion, the driver and every passenger in a golf cart is seated in a seat designed to hold passengers. No person may stand or ride in the lap of the driver and/or other passenger of a golf cart while it is moving.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

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

Supporting Documents:

- Proposed Ordinance

Staff Recommendation:

Staff recommends approving the item as presented.

CITY OF CELINA, TEXAS

ORDINANCE NO. 2015-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS AMENDING THE CITY'S CODE OF ORDINANCES, CHAPTER 12: TRAFFIC AND VEHICLES, ARTICLE 12.03: OPERATION OF VEHICLES, DIVISION 1. GENERALLY, SECTION 12.03.001: GOLF CARTS; PROVIDING FOR A DEFENSE TO A VIOLATION OF THIS ORDINANCE; PROVIDING A PENALTY CLAUSE; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the City Council has determined that it is in the best interest of the City of Celina, Texas and its citizens to permit the use of golf carts on residential streets, provided they meet the statutory requirements laid out on Texas Transportation Code pertaining to the use of gold carts on public streets.

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: Golf Cart Ordinance (1224 : Golf Cart Regulations)

SECTION 3
AMENDMENT

3.01 That the Celina Code of Ordinances, Chapter 14: Traffic and Vehicles; Article 12.03 Operation of vehicles; division 1. Generally; Section 12.03.001: Golf Carts be amended to read as follows:

"**Sec. 12.03.001 Golf Carts**

(A) Definitions. The following words, terms, and phrases, when used in this section shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Golf cart. Shall have the meaning assigned by the Texas Transportation Code section 502.001(7), as it exists or may be amended and includes a motor vehicle designed by the manufacturer primarily for transporting persons on a golf course.

Public highway. Shall have the meaning assigned by the Texas Transportation Code section 502.001(18), as it exists or may be amended and includes a road, street, way, thoroughfare or bridge:

(1) That is in this state;
(2) That is for the use of vehicles;
(3) That is not privately owned or controlled; and
(4) Over which the state has jurisdiction under its police power.

(B) Golf carts prohibited

A person, other than public safety personnel, may operate a golf cart on a public highway if:

(a) The maximum speed limit on the public street is 35 miles per hour or less;
(b) The person has a valid driver license;
(c) The person maintains current financial responsibility for the golf cart, as required of other passenger vehicles in the V.T.C.A., Texas Transportation Code sec. 601.051;
(d) The person complies with all applicable federal, state, and local laws and ordinances;
(e) The golf cart has the following equipment:
  (1) Headlamps;
  (2) Tail lamps;
  (3) Reflectors;
  (4) Parking brake;
  (5) Mirrors; and
  (6) A slow-moving vehicle emblem; and
(f) While the golf cart is in motion, the driver and every passenger in a golf cart is seated in a seat designed to hold passengers. No person may stand or ride in the lap of the driver and/or other passenger of a golf cart while it is moving.

Attachment: Golf Cart Ordinance (1224 : Golf Cart Regulations)

(C) Public safety personnel may operate a golf cart on any public street without any further restrictions when the golf cart is used in the performance of his/her duties.

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, "Chapter 12: Traffic and Vehicles" which have secured at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but maybe prosecuted until final disposition by the court.

SECTION 6
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
PUBLICATION

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

SECTION 8
ENGROSSMENT AND ENROLLMENT

Attachment: Golf Cart Ordinance (1224 : Golf Cart Regulations)

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 September 2015.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Golf Cart Ordinance (1224 : Golf Cart Regulations)

Engineering/Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Gabe Johnson, Director of Public Works
Date: September 8, 2015
Re:

Action Requested:

Consider and act to authorize staff to move forward with the development of a draft stormwater utility ordinance and fee resolution for Council consideration of adoption, subsequent to a Public Hearing for each. Direct staff to publish three (3) times in a paper of local community circulation, beginning at least 30 days prior to the Public Hearings, the draft ordinance and fee resolution. Prepare for implementation of the stormwater utility fee on or after January 1, 2016, pending Council approval.

Background Information:

Recognizing the dangers of pollution from stormwater runoff, the U.S Environmental Protection Agency (US EPA) and the Texas Commission on Environmental Quality (TCEQ) mandated that most local governments establish stormwater quality management programs. The City of Celina is subject to the TCEQ's Small Municipal Separate Storm Sewer System (Small MS4) permit requirements. The State of Texas enacted the Municipal Drainage Utility Systems Act authorizing municipalities to create stormwater utilities and charge stormwater utility fees. Most cities in North Texas have established and implemented stormwater utility fees over the last 25 years as a dedicated funding mechanism to pay for compliance, maintenance, and improvements to the municipal storm system.

The City contracted Freese and Nichols, Inc. (FNI) to conduct a study for the development and potential implementation of a stormwater utility fee in the City of Celina. FNI has assisted numerous cities in North Texas and across the State to develop, implement, and update stormwater utility fees. Using a stormwater utility model similar to those adopted by many other municipalities in Texas, the City's proposed stormwater utility fee is based on the amount of each property's impervious area, which provides a representation of the amount of additional stormwater runoff the City must manage from a developed site compared to a site left in its natural undeveloped state, which would not be assessed a fee. The more impervious area and building space on a parcel, the greater the amount of stormwater which runs off the property. Owners of developed properties that discharge to the City's storm system would be charged a stormwater fee based on the amount of impervious area on the property.

Findings:

Staff has identified current and ongoing compliance, maintenance, and capital improvement needs for the storm system. In Texas, statutory language (Local Government Code 552, Subchapter C) provides municipalities, including the City of Celina, clear authorization to establish a stormwater utility and assess fair, reasonable, and equitable fees to assist in paying for current and ongoing needs identified by Staff.

Staff has found that many neighboring communities (Prosper, McKinney, Plano, Frisco, Little Elm, The Colony, Allen, and others) and most cities in North Texas fund all or a portion of their stormwater management costs with stormwater utility fee revenues.

Staff has identified that the City is potentially subject to TCEQ administrative and civil penalties of $25,000 per violation per day for noncompliance with the Small MS4 permit requirements.

Alternatives:

City Council may choose to not direct Staff to move forward with the development of a draft stormwater utility ordinance and fee resolution to implement a stormwater utility fee. Alternative funding approaches for increasing stormwater compliance, maintenance, and capital costs will need to be identified.

Financial Considerations:

Council direction at this stage has no fiscal impact. Upon Council approval to implement a stormwater utility fee, if so voted, a dedicated funding mechanism to pay for all or a portion of stormwater management costs in the City of Celina will be implemented. The cost burden of increasing stormwater compliance and maintenance costs will potentially be removed from the General Fund.

Legal Review:

If Council takes action to move forward, staff will be working with the City Attorney to draft language for the ordinance to create the stormwater utility and the ordinance defining the fee schedule.

Supporting Documents:

-Draft Stormwater Utility Ordinance

-Draft Stormwater Utility Fee Schedule

Staff Recommendation:

Authorization

CITY OF CELINA **ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, AMENDING CHAPTER ____ (_____), ADDING ARTICLE ____ (MUNICIPAL STORMWATER UTILITY SYSTEM) TO CELINA'S CODE OF ORDINANCES; ESTABLISHING A MUNICIPAL STORMWATER UTILITY SYSTEM; PROVIDING FOR DRAINAGE SERVICE, BILLING, EXEMPTIONS, FEES AND APPEALS; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

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

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

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

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

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

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

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

Attachment: 2015-08-31 DRAFT SWU_Ordinance (1219 : Stormwater Utility Fee)

WHEREAS, the City Council further finds that it would be in the best interest of its citizens to amend Chapter ___ (_____) of Celina's Code of Ordinances to add Article _____ (Municipal Stormwater Utility System) as set forth below.

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Amendment of Chapter ___ (_____) of Celina's Code of Ordinances; Adoption of Article _____ (Municipal Stormwater Utility System). Chapter ___ (_____) of Celina's Code of Ordinances is hereby amended to adopt Article _____ (Municipal Stormwater Utility System) as set forth below:

"**ARTICLE _____. MUNICIPAL STORMWATER UTILITY SYSTEM**

Sec. __-____ Adoption of Act.

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

Sec. __-____ Drainage service provided.

The City will provide stormwater drainage for all real property within its boundaries upon payment of the determined drainage charges, as defined in the Act, and excluding certain exempted real property, and that the fees, assessments, and charges will be based on nondiscriminatory, reasonable and equitable terms.

Sec. __-____ Billing for service.

The City is hereby authorized to bill the drainage charges incurred as a result of the adoption of the Act and through the establishment of the municipal stormwater utility system. The stormwater utility fee shall be separately identified from other public utility billings.

Sec. __-____ Authority to levy charges.

The City may levy a schedule of drainage charges upon satisfaction of the procedural requirements provided in the Act and this Ordinance.

Sec. __-____ Exemption Authorized.

The City is authorized to exempt certain entities or persons from all ordinances, resolutions, and rules which the City may adopt from time to time in

Attachment: 2015-08-31 DRAFT SWU_Ordinance (1219 : Stormwater Utility Fee)

connection with the adoption of the Act and the establishment of its municipal stormwater utility system.

Sec. __-____ Fees.

(a) The City will adopt a schedule of drainage fees after the passage of this Ordinance which will be collected through the City's bill for public utilities pursuant to the Act other applicable law.

(b) The fees which will be established will apply to the accounts maintained by the City for utility services.

(c) All billings, credits, exemptions and other procedures relating to these fees shall be subject to the provisions of the Act and other applicable law.

Sec. __-____ Appeals.

(a) Billing and payment disputes for administrative issues shall be subject to appeals procedures used by the City for other utility billing disputes.

(b) Appeals for the following reasons shall be directed to the Stormwater Utility Director or his designee for evaluation and determination:

(1) exempt property has been assessed a stormwater utility fee;

(2) stormwater utility fee for an individual property is based on an incorrect determination of the property's contribution to the stormwater system, as established in the Municipal Stormwater Utility Fee Schedule;

(3) stormwater utility fee for an individual property is assessed on more than one utility account; or

(4) stormwater utility fee is assessed to individual property outside the City's jurisdictional area.

(c) The Stormwater Utility Director or his designee shall render a written decision on such appeals within thirty (30) days after receiving a written notice of appeal from the landowner.

(d) Any landowner who disagrees with the decision of the Stormwater Utility Director or his designee may appeal such decision to the City Council. The decision of the City Council shall be final.

Sec. __-____ Penalties.

(a) Failure to pay the stormwater utility fee promptly when due shall subject such user to discontinuance of any utility services provided by the City, in accordance with all applicable laws.

(b) The City shall not require a deposit for drainage charges as a precondition to accepting surface flow from benefited property into the City's drainage utility system. All real property of the City will be provided with drainage service on payment of drainage charges."

Attachment: 2015-08-31 DRAFT SWU_Ordinance (1219 : Stormwater Utility Fee)

SECTION 3: Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 4: Severability. 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 hereby declares that it would have passed this Ordinance, and each section, paragraph, clause or phrase thereof irrespective of the fact that any one or more sections, paragraphs, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 5: Effective Date. This Ordinance shall become effective from and after its adoption and publication as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS on this _____ day of _____, 2015.

_____
_____, Mayor

ATTESTED TO AND CORRECTLY RECORDED BY:

_____
_____, City Secretary

APPROVED AS TO FORM:

_____
_____,City Attorney

Date(s) of Publication: _____, in the *(newspaper of general circulation in Celina)*

Attachment: 2015-08-31 DRAFT SWU_Ordinance (1219 : Stormwater Utility Fee)

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

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, AMENDING CHAPTER __ (_____), ARTICLE ____ (_____) OF CELINA'S CODE OF ORDINANCES, ADDING SECTION _____ (MUNICIPAL STORMWATER UTILITY SYSTEM FEE SCHEDULE); ESTABLISHING A MUNICIPAL STORMWATER UTILITY SYSTEM FEE, EXEMPTIONS AND CREDITS; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

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

WHEREAS, the City Council has adopted a Municipal Stormwater Utility System under Ordinance No. _____, as amended; and

WHEREAS, pursuant to Chapter 552, Subchapter C, Texas Local Government Code, as amended, ("Act"), the City Council has investigated and determined that a schedule of drainage fees shall be applied against all real property in the proposed service area(s); and

WHEREAS, the City Council further finds that it would be in the best interest of its citizens to amend Chapter ____ (_____), Article _____(_____) of Celina's Code of Ordinances, adding Section _____ (Municipal Stormwater Utility System Fee Schedule) as set forth below.

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Amendment of Chapter ___ (_____), Article _____ (_____) of Celina's Code of Ordinances; Adding Section _____ (Municipal Stormwater Utility System Fee Schedule). Chapter __ (_____), Article _____ (Municipal Stormwater Utility

Attachment: 2015-08-31 DRAFT SWU_Fee_Schedule (1219 : Stormwater Utility Fee)

System) of Celina's Code of Ordinances is hereby amended to add Section _____ (Municipal Stormwater Utility System Fee Schedule) as set forth below:

"**Sec. _____ Municipal Stormwater Utility System Fee Schedule.**

(a) The following fees are hereby established and shall be collected through the City's bill for public utilities pursuant to the Act and other applicable law.

(b) Impervious Area.

(1) Rates shall be charged based on a property's contribution to the public stormwater utility system. The contribution shall be based on the impervious area for the property.

(2) The stormwater utility fee shall be established according to the following schedule on a monthly basis:

Property Type	Rate
Single-Family Residential	$x.xx
All Other Non-Exempt Property	$x.xx per ERU*

*ERU (Equivalent Residential Unit) = 5000 square feet impervious area

(3) A minimum charge of 1 ERU shall be applied to each non-exempt developed property, regardless of classification.

(c) Exemptions. The following shall not be assessed a Municipal Stormwater Utility System Fee:

(1) Property held and maintained in its natural state, until such time that the property is developed and all of the public infrastructure constructed has been accepted by the City in which the property is located for maintenance.

(2) A subdivided lot, until a structure has been built on the lot and a Certificate of Occupancy has been issued by the City.

(3) Property with proper construction and maintenance of a wholly sufficient and privately owned drainage system.

(4) State property.

(5) Public or private institutions of higher education property.

(6) City property.

Attachment: 2015-08-31 DRAFT SWU_Fee_Schedule (1219 : Stormwater Utility Fee)

(d) Fee Credits.

(1) A property owner may petition to the City to reduce the Stormwater Utility Fee for an individual property to account for on-site stormwater management controls that reduce the property's impact to the stormwater utility system.

(2) The petition shall be evaluated and the fee adjustment decision determined by the City Engineer or the City Engineer's designated representative. The City Engineer's evaluation and determination shall be based on nondiscriminatory, reasonable and equitable terms in accordance with the Act, the City's Municipal Stormwater Utility System Ordinance and this Ordinance.

(e) The rates established above apply to the accounts maintained by the City for public utility services.

(f) All billings, credits, exemptions and other procedures relating to this fee shall be subject to the provisions of the Act."

SECTION 3: Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 4: Severability. 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 hereby declares that it would have passed this Ordinance, and each section, paragraph, clause or phrase thereof irrespective of the fact that any one or more sections, paragraphs, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 5: Effective Date. This Ordinance shall become effective January 1, 2016 after its adoption and publication as required by law.

Attachment: 2015-08-31 DRAFT SWU_Fee_Schedule (1219 : Stormwater Utility Fee)

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS on this _____ day of _____, 2015.

_____
_____, Mayor

ATTESTED TO AND CORRECTLY RECORDED BY:

_____
_____, City Secretary

APPROVED AS TO FORM:

_____
_____, City Attorney

Date(s) of Publication: _____, in *(newspaper of general circulation in Celina)*

Attachment: 2015-08-31 DRAFT SWU_Fee_Schedule (1219 : Stormwater Utility Fee)

Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Brooks Wilson, Senior Planner
CC: Mike Foreman, City Manager
Date: September 8, 2015
Re: Resolution accepting a Petition Dissolving Sutton Fields PID

Action Requested:

Consider and act upon a resolution accepting a petition from CADG Sutton Fields, LLC, a Texas limited liability company, seeking to dissolve the existing Sutton Fields Public Improvement District (PID), calling for a public hearing and directing the statutory notices to be given. The property, Sutton Fields, is 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. The Property Is Generally Located At The Northeast Corner Of Parvin Road and FM1385. (Sutton Fields) (Liebman)

Background Information:

CADG Sutton Fields, LLC has applied to dissolve the existing Sutton Fields Public Improvement District (PID), established on June 9, 2015 (Resolution No. 2015-27R).

CADG Sutton Fields, LLC has purchased a ±128 acre tract of land and has applied to create a new PID that incorporates this tract of land into the ±510.80 acres of the existing PID. Because PID boundaries cannot legally be changed, it is necessary to dissolve the existing PID and create a new PID with the new boundaries.

Supporting Documents:

The supporting documents listed below will be provided at the City Council meeting.

- Resolution to Accept Petition to Dissolve Existing PID
- Petition to Dissolve Existing Sutton Fields PID
- Current Resolution (No. 2015-27R) creating the current Sutton Fields PID

Legal Review:

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

Board/Committee Recommendation:

N/A

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS

RESOLUTION 2015-27R

A RESOLUTION OF THE CITY OF CELINA, TEXAS AUTHORIZING AND CREATING THE SUTTON FIELDS PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Celina, Texas ("Celina"), is authorized under Chapter 372 of the Texas Local Government Code (the "Act"), to create a public improvement district within its city limits; and

WHEREAS, on March 26, 2015, CADG Sutton Fields, L.L.C., a Texas limited liability company, (the "Petitioner") submitted and filed with the City Secretary of Celina a petition (the "Petition") requesting the establishment of a public improvement district for property within the city limits of Celina; and

WHEREAS, the Petition requested the creation of Sutton Fields Public Improvement District (the "District"), which District is located within the city limits of Celina and more particularly depicted in Exhibit A and described by metes and bounds in Exhibit B (the "Property") each attached hereto and incorporated herein for all purposes; and

WHEREAS, the City Council of Celina (the "City Council") has investigated and determined that the facts contained in the Petition are true and correct; and

WHEREAS, after publishing notice in the *Celina Record* and *The Dallas Morning News*, newspapers of general circulation in Celina, and mailing notice of the hearing, all as required by and in conformity with the Act, the City Council, conducted a public hearing on the advisability of the improvements and services on June 9, 2015; and

WHEREAS, the City Council of Celina closed the public hearing on the advisability of the improvements and services on June 9, 2015.

Attachment: Resolution 2015-27R - Creating Sutton Fields PID I (1244 : Sutton Fields PID Dissolution Resolution)

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 Petitioners was filed with the City Secretary and complies with Section 372.005 of the Act.

Section 3. Pursuant to the requirements of the Act, including, without limitation, Sections 372.006, 372.009(a), and 372.009(b), the City Council of Celina, after considering the Petition and the evidence and testimony presented at the public hearing on June 9, 2015, 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: street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; 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, walkways, sidewalks and landscaping; acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; projects similar to those listed above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; payment of costs associated with operating and maintaining the public improvements listed above; and payment of costs associated with developing and financing the

Attachment: Resolution 2015-27R - Creating Sutton Fields PID I (1244 : Sutton Fields PID Dissolution Resolution)

public improvements listed above, and costs of establishing, administering, and operating the District (the "Authorized Improvements"). 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, 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 $80,000,000 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 494.883 acres of land generally located north of the Parvin Road, east of FM 1385, south of Crutchfield Road, and west of Crutchfield Road as its turns south and Parvin Road as it turns north, and 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

Attachment: Resolution 2015-27R - Creating Sutton Fields PID I (1244 : Sutton Fields PID Dissolution Resolution)

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 Sutton Fields 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* and *The Dallas Morning News,* newspapers 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 9th day of June, 2015.

ATTEST:

Mayor

Attachment: Resolution 2015-27R - Creating Sutton Fields PID I (1244 : Sutton Fields PID Dissolution Resolution)

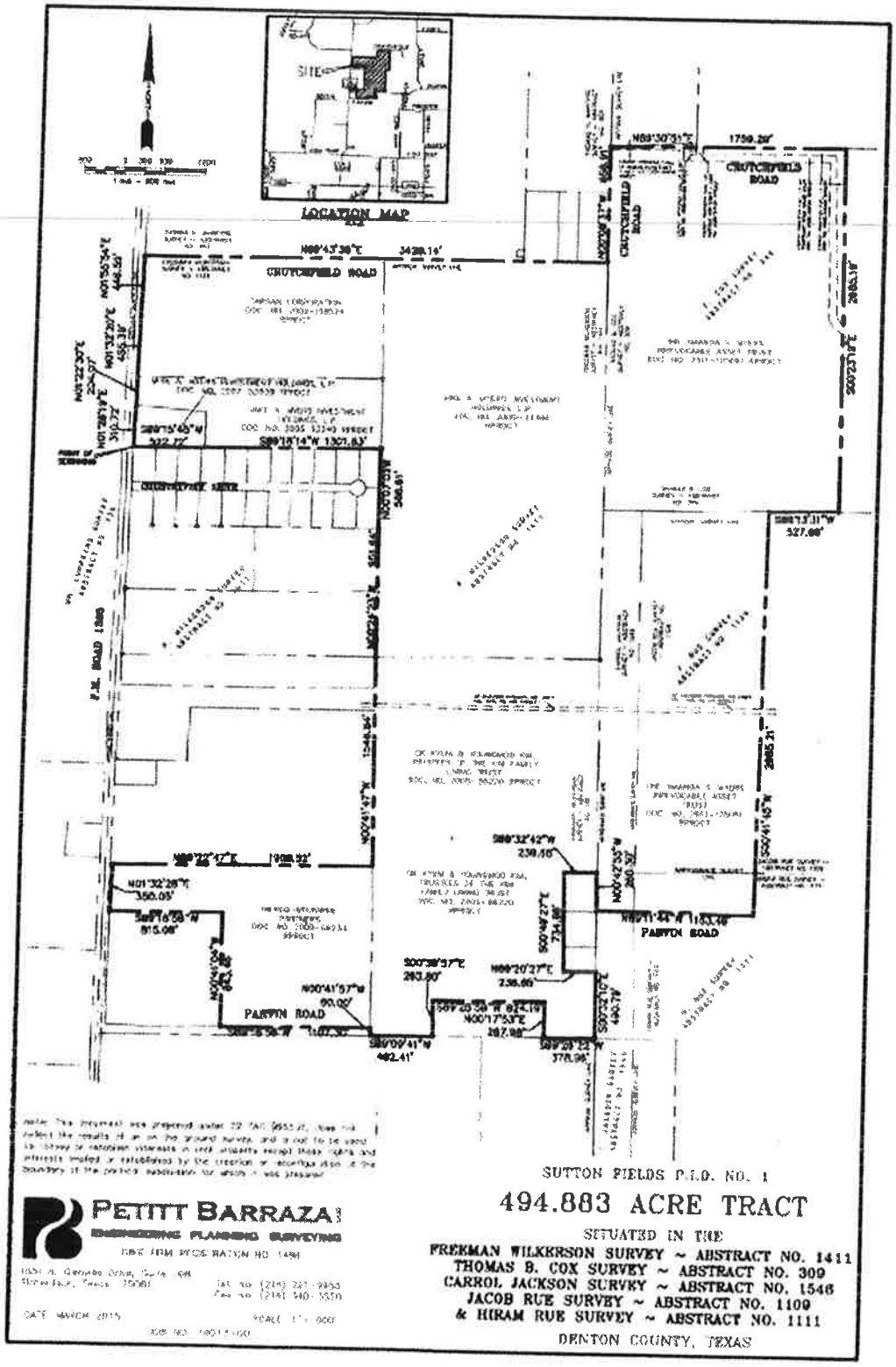
Vicki Faulkner

City Secretary

SEAL

Attachment: Resolution 2015-27R - Creating Sutton Fields PID I (1244 : Sutton Fields PID Dissolution Resolution)

EXHIBIT A
PROPERTY DEPICTION



Attachment: Resolution 2015-27R - Creating Sutton Fields PID I (1244 : Sutton Fields PID Dissolution Resolution)

EXHIBIT B
PROPERTY METES AND BOUNDS DESCRIPTION

Metes and Bounds Description of the Property
494.883 ACRES

BEING that certain tract of land situated in the Freeman Wilkerson Survey, Abstract No. 1411, the Thomas B. Cox Survey, Abstract No. 309, the Carrol Jackson Survey, Abstract No. 1546, the Jacob Rue Survey, Abstract No. 1109, and the Hiram Rue Survey, Abstract No. 1111, in Denton County, Texas, and being all of that certain tract of land described in deed to Tarsan Corporation recorded in Document No. 2002-108524, of the Real Property Records of Denton County, Texas (RPRDCT), being all of those certain tracts of land described in deeds to Mike A. Myers Investment Holdings, L.P. recorded in Document No. 2005-33384, RPRDCT, Document No. 2007-53939 RPRDCT, and Document No. 2005-93340, RPRDCT, all of that certain tract of land described in deed to The Amanda S. Myers Irrevocable Asset Trust recorded in Document No. 2011-125051, RPRDCT, all of that certain tract of land described in deed to Ok Kyun and Youngmoo Kim, Trustees of the Kim Family Living Trust recorded in Document No. 2005-86220, RPRDCT, and part of that certain tract of land described in deed to Frisco Industrial Partners recorded in Document NO. 2008-66233, RPRDCT, and being more particularly described as follows;

BEGINNING at a 1/2 inch capped iron rod found, said iron rod being located on the east right-of-way line of Farm to Market (FM) Road No. 1385 (variable width R.O.W.), and also being the northwest corner of Countryview Addition, an addition to Denton County according to Final Plat recorded in Cabinet F, Page 267, of the Plat Records of Denton County, Texas;

THENCE North 01°28'19" East, with said east right-of-way line of FM No. 1385, a distance of 310.72 feet to a 1/2 inch iron rod found for corner, said iron rod being the northwest corner of the aforementioned Mike A. Myers Investment Holdings, L.P. tract, recorded in Document No. 2007-53939 RPRDCT, and a southwest corner of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340 RPRDCT;

THENCE North 01°22'30" East, continuing with the east right-of-way line of FM No. 1385, a distance of 204.07 feet to a 1/2 inch iron rod found for corner, said iron rod being the northwest corner of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340 RPRDCT, and the southwest corner of the aforementioned tract of land described in deed to Tarsan Corporation recorded in Document No. 2002-108524, RPRDCT;

THENCE North 01°32'20" East, continuing with the east right-of-way line of FM No. 1385, a distance of 455.39 feet to a 1/2 inch iron rod found for corner;

THENCE North 01°55'54" East, continuing with the east right-of-way line of FM No. 1385, a distance of 446.59 feet to a 1/2 inch iron rod found for corner at the intersection of the east right-of-way line of FM No. 1385, and the approximate center of Crutchfield Road (undedicated public road), and the northwest corner of said Tarsan Corporation tract;

Attachment: Resolution 2015-27R - Creating Sutton Fields PID I (1244 : Sutton Fields PID Dissolution Resolution)

THENCE North 89°43'38" East, with said approximate center of Crutchfield Road, and the north line of the Tarsan tract, and the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT, a distance of 3428.14 feet to a railroad spike found for corner at the northeast corner of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT;

THENCE North 00°08'37" West, continuing with the approximate center of Crutchfield Road, and with the west line of the aforementioned Amanda S. Myers Irrevocable Asset Trust tract, a distance of 858.91 feet to a 1/2 inch iron rod found for corner, said iron rod being the northwest corner of said Amanda S. Myers Irrevocable Asset Trust tract, and the southeast corner of that certain tract of land described in deed to Fashand Farm, Ltd. recorded in Document No. 2004-135532, RPRDCT;

THENCE North 89°30'51" East, continuing with the approximate center of Crutchfield Road, and with the north line of the Amanda S. Myers Irrevocable Asset Trust tract, a distance of 1759.29 feet to a 1/2 inch iron rod found for corner;

THENCE South 00°23'19" East, with the east line of the Amanda S. Myers Irrevocable Asset Trust tract, and the west line of that certain tract of land described in deed to Smiley Road, Ltd. recorded in Document No. 2006-2064, RPRDCT, a distance of 2685.16 feet to a 5/8 inch iron rod found for corner;

THENCE South 89°13'31" West, with a line described in Boundary Line Agreement recorded in Instrument No. 2005-122140, RPRDT, a distance of 527.69 feet to a 1/2 inch iron rod found for corner;

THENCE South 00°41'45" West, with a line described in said Boundary Line Agreement recorded in Instrument No. 2005-122140, RPRDT, a distance of 2985.21 feet to a 60d nail found in asphalt for corner, said nail being located in the approximate center of Parvin Road (undedicated public road);

THENCE North 89°11'44" West, with said approximate center of Parvin Road, and with a line described in said Boundary Line Agreement recorded in Instrument No. 2005-122140, RPRDT, a distance of 1163.46 feet to a 3/8 inch iron rod found for corner;

THENCE North 00°42'55" West, leaving the approximate center of Parvin Road, and with the west line of the Amanda S. Myers Irrevocable Asset Trust tract, the east line of that certain tract of land described in deed to Donald K. Estep and Sonja K. Estep recorded in Document No. 2011-67774, RPRDCT, and that certain tract of land described in deed to Donald Kenny Estep and Sonja Kay Estep recorded in Document No. 2001-99806, RPRDCT, a distance of 280.30 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 89°32'42" West, with a south line of that certain tract of land described in deed to Ok Kyun and Youngmoo Kim, Trustees of the Kim Family Living Trust recorded in Document No. 2005-86220, RPRDCT, a distance of 239.66 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

Attachment: Resolution 2015-27R - Creating Sutton Fields PID I (1244 : Sutton Fields PID Dissolution Resolution)

THENCE South 00°49'27" East, with an easterly line of said Kim Family Living Trust tract, the west line of said Estep tracts, and the west line of that certain tract of land described in deed to Claude Adams and Kathleen Adams recorded in Document No. 2011-67775, RPRDCT, and the west line of that certain tract of land described in deed to David P. Brewer and Carolyn Brewer recorded in Document No. 2012-34990, RPRDCT, a distance of 734.88 feet to a 1/2 inch iron rod found for corner at the southwest corner of said Brewer tract, and an interior "ell" corner of the Kim Family Living Trust tract;

THENCE North 89°20'27" East, a distance of 238.85 feet to a 1/2 inch iron rod found for corner, said iron rod being located at the southwest corner of the Brewer tract, a northeast corner of the Kim Family Living Trust tract, and also being located in the aforementioned approximate center of Parvin Road;

THENCE South 00°32'10" East, with an easterly line of the Kim Family Living Trust tract, and said approximate center of Parvin Road, a distance of 490.79 feet to a 1/2 inch iron rod found for corner at the most southerly southeast corner of the Kim Family Living Trust tract;

THENCE South 89°26'22" West, with the south line of the Kim Family Living Trust tract, and the approximate center of Parvin Road, a distance of 378.96 feet to a nail in asphalt found for corner;

THENCE North 00°17'53" East, leaving the approximate center of Parvin Road, and with a west line of the Kim Family Living Trust tract, and the east line of that certain tract of land described in deed to John M. Cosper and Jackie Cosper recorded in Volume 626, Page 706, RPRDCT, passing at a distance of 27.73 feet a 5/8 inch iron rod in concrete found, continuing in all, a distance of 267.98 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner, from which a 5/8 inch iron rod in concrete found bears South 00°17'53" West, a distance of 2.99 feet;

THENCE South 89°25'59" West, with a south line of the Kim Family Living Trust tract, and the north line of the Cosper tract, a distance of 824.19 feet to a 1/2 inch iron rod found for corner;

THENCE South 00°39'57" East, with the west line of the Cosper tract, and an easterly line of the Kim Family Living Trust tract, passing at a distance of 244.64 feet a 1/2 inch iron rod found, continuing in all, a distance of 265.80 feet to a 1/2 inch iron rod found for corner at a southeast corner of Kim Family Living Trust tract, and also being located in the aforementioned approximate center of Parvin Road;

THENCE South 89°09'41" West, with the south line of the Kim Family Living Trust tract, and the approximate center of Parvin Road, passing at a distance of 411.81 feet a 1/2 inch iron rod found at the northeast corner of that certain tract of land described in deed to Swisher Partners, L.P. recorded in Document No. 2004-7927, RPRDCT, continuing in all, a distance of 462.41 feet to a 1/2 inch iron rod found for corner at the southeast corner of that certain tract of land described in deed to the City of Celina, Texas recorded in Document No. 2008-62468, RPRDCT;

Attachment: Resolution 2015-27R - Creating Sutton Fields PID I (1244 : Sutton Fields PID Dissolution Resolution)

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;

Attachment: Resolution 2015-27R - Creating Sutton Fields PID I (1244 : Sutton Fields PID Dissolution Resolution)

THENCE South 89°18'14" West, with the south line of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340, RPRDCT, a distance of 1301.63 feet to a 1/2 inch iron rod found for corner at the most southerly southwest corner of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340 RPRDCT, and the southeast corner of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2007-53939 RPRDCT;

THENCE South 89°15'45" West, with the south line of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2007-53939 RPRDCT, a distance of 522.72 feet to the POINT OF BEGINNING of herein described tract of land containing an area of 494.883 acres of land.

Attachment: Resolution 2015-27R - Creating Sutton Fields PID I (1244 : Sutton Fields PID Dissolution Resolution)

Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Brooks Wilson, Senior Planner
CC: Mike Foreman, City Manager
Date: September 8, 2015
Re: Resolution accepting a Petition for a Public Improvement District for Sutton Fields

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Action Requested:

Consider and act upon a resolution accepting a petition from CADG Sutton Fields, LLC, a Texas limited liability company, seeking to create a new Sutton Fields Public Improvement District II, calling for a public hearing on October 13, 2015 and directing the statutory notices to be given. The current ±510.80 acre tract of land, Sutton Fields, will incorporate an additional ±128 acre tract of land into the new PID boundary. The tracts of land are located in the F. Wilkerson Survey, Abstract Number 1411, the H. Rue Survey, Abstract Number 1111, the J. Rue Survey, Abstract Number 1109, the T. Cox Survey, Abstract Number 309, the C. Jackson Survey, Abstract Number 1546, Denton County, Texas and the Thomas H. McIntyre Survey, Abstract Number 903, Denton County, Texas. The property is generally located on the east side of FM 1385, north of Parvin Road and south of FM 428. (Sutton Fields II PID) (Liebman)

Background Information:

The applicant submitted a petition on September 1, 2015 to create a PID Public Improvement District for ±638.8 acre tract of land (Sutton Fields). The proposed resolution authorizes the creation of Sutton Fields Public Improvement District PID II and provides for items associated with the PID.

Public Notice:

N/A

Supporting Documents:

The supporting documents listed below will be provided at the City Council meeting.

- PID Petition
- PID Exhibit
- Resolution Authorizing the Creation of Sutton Fields PID II

Legal Review:

The proposed resolution has been reviewed by the City's land use attorney.

Board/Committee Recommendation:

N/A

Staff Recommendation:

Staff recommends approval.

Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Planner
CC: Mike Foreman, City Manager
Date: September 8, 2015
Re: Consider and take action on a Construction Plat for Carter Ranch Phase IIC-2, being ±26.536 acres situated in the Shelby Glass Survey, Abstract No. 346, and containing seventy (70) residential lots and five (5) common area lots. The property is generally located south of County Road 88, east of Preston Road "SH 289" west of County Road 86, and north of Cripple Creek Drive. (Carter Ranch)

Action Requested:

Consider and take action on a Construction Plat for Carter Ranch Phase IIC-2, being ±26.536 acres situated in the Shelby Glass Survey, Abstract No. 346, and containing seventy (70) residential lots and five (5) common area lots. The property is generally located south of County Road 88, east of Preston Road "SH 289" west of County Road 86, and north of Cripple Creek Drive. (Carter Ranch)

Background Information:

Staff has reviewed the proposed Construction Plat for Carter Ranch Phase IIC-2, and has deemed it acceptable subject to the applicant addressing staff's comments.

Board Review/Citizen Input:

The Planning and Zoning Commission recommended approval (5-0) (Terry Recused) of the plat on the condition that staff's comments were addressed prior to the City Council meeting on September 8, 2015.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

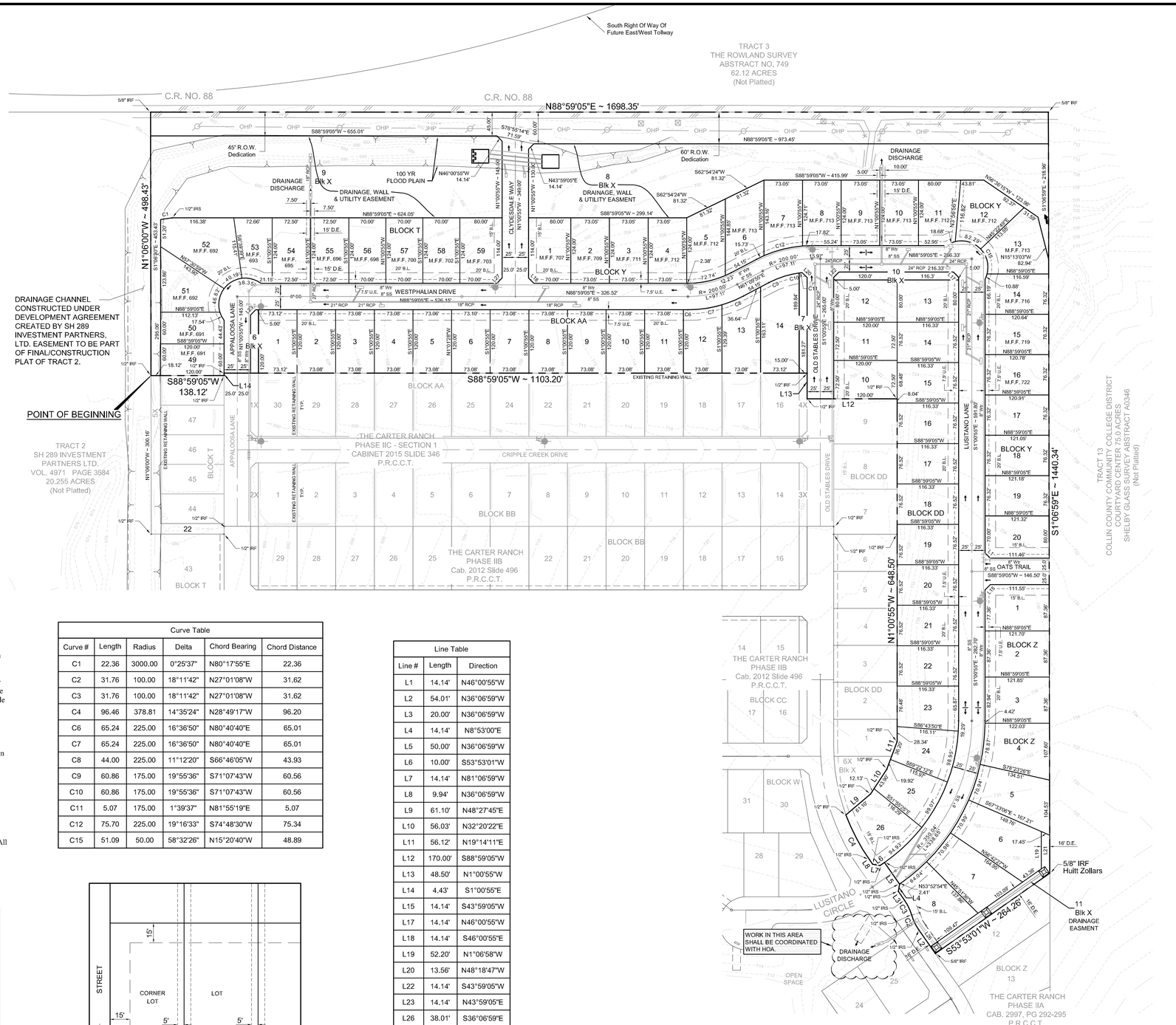
N/A

Supporting Documents:

- Proposed Plat

Staff Recommendation:

Staff recommends approval subject to the applicant adressing staffs remaining comments



Block T	
Lot	Area
49	7200 s.f.
50	7130 s.f.
51	9759 s.f.
52	14497 s.f.
53	7719 s.f.
54	8990 s.f.
55	8990 s.f.
56	8680 s.f.
57	8680 s.f.
58	8680 s.f.
59	9870 s.f.

Block Z	
Lot	Area
1	10575 s.f.
2	10638 s.f.
3	10652 s.f.
4	11722 s.f.
5	12674 s.f.
6	14600 s.f.
7	12743 s.f.
8	12274 s.f.

Block Y	
Lot	Area
1	9870 s.f.
2	9058 s.f.
3	9058 s.f.
4	9058 s.f.
5	10019 s.f.
6	10515 s.f.
7	9623 s.f.
8	9062 s.f.
9	9058 s.f.
10	9058 s.f.
11	9180 s.f.
13	11037 s.f.
14	9180 s.f.
15	9213 s.f.
16	9223 s.f.
17	9233 s.f.
18	9243 s.f.
19	9254 s.f.
20	9661 s.f.

Block AA	
Lot	Area
1	8774 s.f.
2	8770 s.f.
3	8770 s.f.
4	8770 s.f.
5	8768 s.f.
6	8771 s.f.
7	8770 s.f.
8	8770 s.f.
9	8770 s.f.
10	8770 s.f.
11	8770 s.f.
12	8969 s.f.
13	10578 s.f.
14	13102 s.f.

Block DD	
Lot	Area
10	8700 s.f.
11	8700 s.f.
12	9600 s.f.
13	9306 s.f.
14	8901 s.f.
15	8901 s.f.
16	8901 s.f.
17	8901 s.f.
18	8901 s.f.
19	8901 s.f.
20	8901 s.f.
21	8901 s.f.
22	8901 s.f.
24	9366 s.f.
25	9454 s.f.
26	11341 s.f.

Block X	
Lot	Area
6	1750 s.f.
7	2810 s.f.
8	99737 s.f.
9	108524 s.f.
10	3445 s.f.
11	5300 s.f.

LEGEND	
SYMBOL	DESCRIPTION
S.F.	Lot Area (Square Feet)
U.E.	Utility Easement (By This Plat)
W.E.	Waterline Easement (By This Plat)
S.E.	Sanitary Sewer Easement (By This Plat)
B.L.	Minimum Building Setback Line
D.E.	Drainage Easement
→	Drainage Arrow
	Existing Retaining Wall
M.F.F.	Minimum Finished Floor Elevation
IRS	Iron Rod Set
5/8" IRF	Iron Rod Found with Cap Stamped "Huitt-Zollars"
1/2" IRF	Iron Rod Found with Cap Stamped "USA INC"
SET "x"	"x" Cut In Concrete Pavement
FND "x"	"x" Found In Concrete Pavement
D.R.C.C.T.	Deed Records, Collin County, Texas
O.P.R.C.C.T.	Official Public Records, Collin County, Texas
P.R.C.C.T.	Plat Records, Collin County, Texas
V.A.M.	Visibility, Access and Maintenance Easement

AREA TABLE	
Street Right-of-Way	272,930 S.F. / 6.27 Acres
Lots	676,698 S.F. / 15.54 Acres
HOA Lots	206,277 S.F. / 4.74 Acres
Gross Area	1,155,904 S.F. / 26.536 Acres

PLAT NOTES

1. All open space / common area lots are to be dedicated to the HOA and the HOA will be responsible for the maintenance and upkeep of said lots.

2. Sidewalks must be installed by the Developer along all open space and common area lots

3. The City of Celina will not exclude other utilities from dedicated water & sewer easements but reserves the right to assign the locations of other utilities in available portions of said easements. Franchise utilities shall be placed just inside the outside edge of the right-of-way (outside of sidewalk).

4. A fence may be constructed along lot lines within a surface drainage easement provided the fence does not obstruct surface drainage.

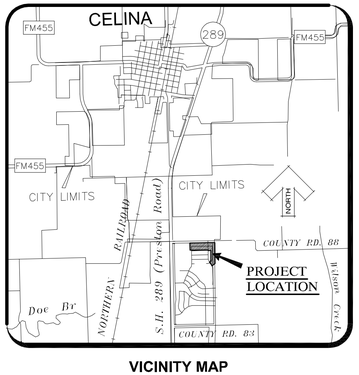
5. All lot corners and boundary corners will be set upon completion of construction with 1/2 inch x 18 inch iron rods with red plastic caps stamped "USA INC." The centerline of the street right-of-way will be monumented with a scribed "x" in concrete at the p.c.'s, p.t.'s and intersection points.

6. All water, sanitary sewer and drainage easements to be dedicated to the City of Celina and maintained by the HOA.

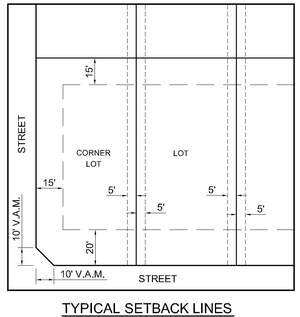
7. A FINAL LOMR has been submitted and is under final review "Case No. 14-06-4171P to remove all lots as shown from the 100 year delineated flood plain. Said LOMR is based upon approved CLOMR Case No. 05-06-1004R. All contours as shown are existing.

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Distance
C1	22.36	3000.00	0°25'37"	N80°17'55"E	22.36
C2	31.76	100.00	18°11'42"	N27°01'08"W	31.62
C3	31.76	100.00	18°11'42"	N27°01'08"W	31.62
C4	96.46	378.81	14°35'24"	N28°49'17"W	96.20
C6	65.24	225.00	16°36'50"	N80°40'40"E	65.01
C7	65.24	225.00	16°36'50"	N80°40'40"E	65.01
C8	44.00	225.00	11°12'20"	S66°46'05"W	43.93
C9	60.86	175.00	19°55'36"	S71°07'43"W	60.56
C10	60.86	175.00	19°55'36"	S71°07'43"W	60.56
C11	5.07	175.00	1°39'37"	N81°55'19"E	5.07
C12	75.70	225.00	19°16'33"	S74°48'30"W	75.34
C15	51.09	50.00	58°32'26"	N15°20'40"W	48.89

Line Table		
Line #	Length	Direction
L1	14.14'	N46°00'55"W
L2	54.01'	N36°06'59"W
L3	20.00'	N36°06'59"W
L4	14.14'	N8°53'00"E
L5	50.00'	N36°06'59"W
L6	10.00'	S53°53'01"W
L7	14.14'	N81°06'59"W
L8	9.94'	N36°06'59"W
L9	61.10'	N48°27'45"E
L10	56.03'	N32°20'22"E
L11	56.12'	N19°14'11"E
L12	170.00'	S88°59'05"W
L13	48.50'	N1°00'55"W
L14	4.43'	S1°00'55"E
L15	14.14'	S43°59'05"W
L17	14.14'	N46°00'55"W
L18	14.14'	S46°00'55"E
L19	52.20'	N1°06'58"W
L20	13.56'	N48°18'47"W
L22	14.14'	S43°59'05"W
L23	14.14'	N43°59'05"E
L26	38.01'	S36°06'59"E
L27	14.14'	N43°59'05"E



VICINITY MAP
(Not To Scale)



TYPICAL SETBACK LINES
NOT TO SCALE

NOTE:

Sideyard must be outside drainage easment on those specific lots.

Developer/Owner:
CTMGT CR2C FL-2 LLC.
1800 Valley View Lane Suite #300
Farmers Branch,Tx 75234
Phone (469)892-7200 Fax (469)892-7201

CONSTRUCTION PLAT

THE CARTER RANCH
PHASE IIC - SECTION 2
70 RESIDENTIAL LOTS
6 OPEN SPACE/COMMON AREA LOTS
26.536 ACRES
SITUATED IN THE
SHELBY GLASS SURVEY ABSTRACT No. 346
CITY OF CELINA, COLLIN COUNTY, TEXAS

USA PROFESSIONAL SERVICES GROUP, INC.
CIVIL ENGINEERS - SURVEYORS - PLANNERS
LANDSCAPE ARCHITECTS
TEXAS BOARD OF PROFESSIONAL ENGINEERS
REGISTERED ENGINEERING FIRM F-1845
1525 VICEROY DRIVE
DALLAS, TEXAS 75235
(214) 634-3300 FAX (214) 634-3338

JULY 2015 2009016.03
SHEET 1 OF 2

CITY CASE NO. _____

Recording Information: Cabinet_____ Page_____

P:\Data\surv\2009016.03\dwg\Section 2\Plats\ 2009016_03-CP Sec 2.dwg, 8/3/2015 6:22:51 PM, James Gardella

Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Planner
CC: Mike Foreman, City Manager
Date: September 8, 2015
Re: Light Farms Sex Offender Agreement

Action Requested:

Consider and act upon a sixth amendment to the Amended and Restated Development Agreement with Light Farms regarding sex offender residency restrictions.

Background Information:

In May, 2015 the City passed the fifth amendment to the development agreement with Light Farms to extend the City's sex offender ordinance to cover the development. The amendment to the agreement expired in November 2015.

This sixth amendment to the City's agreement with Light Farms is to extend the sex offender ordinance to Light Farms for sixty days, in which time the City and Developer will work to formulate a permanent solution.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City's legal counsel has reviewed the proposed agreement and found it acceptable.

Supporting Documents:

- Proposed amendment

Staff Recommendation:

Staff recommends that the item be approved as presented

SIXTH AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT

This Sixth Amendment to Amended and Restated Development Agreement (this "Sixth Amendment") is made and entered into effective as of the Effective Date by and among the City of Celina, Texas (the "City") and the following owners of land in the City's extraterritorial jurisdiction who execute this Sixth Amendment: LFC Land Company, LLC ("LFC"), LFC Land Company II, LLC ("LFC II"), LFC Development Company I, LLC ("LFC Development I"), LFC Devco Maydelle, LLC ("LFC Maydelle"), LFC Devco BIG II, LLC ("LFC BIG "), Collin County Municipal Utility District No. 1 ("MUD 1"), LFC Devco Cypress, LLC ("LFC Cypress"), LFC Graham, LLC ("LFC Graham"), LFC HLH, LLC ("LFC HLH"), LFC GM, LLC ("LFC GM"), LFC Sage, LLC ("LFC Sage"), and Highland Homes, Ltd., American Legend Homes, Darling Homes of Texas, Ltd., Drees Custom Homes, LP, RH of Texas Limited Partnership, Shaddock Homes, Ltd., Horizon Homes, Ltd., and K. Hovanian DFW Light Farms, LLC (the last eight parties are collectively referred to herein as the "Homebuilders"). LFC, LFC II, LFC Development I, LFC Maydelle, LFC BIG, LFC Cypress, LFC Graham, LFC HLH, LFC GM, and LFC Sage are collectively referred to herein as the "LFC Parties." The parties hereto are sometimes individually referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, LFC owns the property described by metes and bounds and depicted on the attached **Exhibit A** (the "LFC Property"); and

WHEREAS, LFC II owns the property described by metes and bounds and depicted on the attached **Exhibit B** (the "LFC II Property"); and

WHEREAS, LFC Development I owns the property described by metes and bounds and depicted on the attached **Exhibit C** ("LFC Development I Property"); and

WHEREAS, LFC Maydelle owns the property described by metes and bounds and depicted on the attached **Exhibit D** (the "LFC Maydelle Property"); and

WHEREAS, LFC BIG owns the property described by metes and bounds and depicted on the attached **Exhibit E** (the "LFC BIG Property"); and

WHEREAS, MUD 1 owns the property described by metes and bounds and depicted on the attached **Exhibit F** (the "MUD-Owned Property"); and

WHEREAS, LFC Cypress owns the property described by metes and bounds and depicted on the attached **Exhibit G** (the "LFC Cypress Property"); and

WHEREAS, LFC Graham owns the property described by metes and bounds and depicted on the attached **Exhibit H** (the "LFC Graham Property"); and

WHEREAS, LFC HLH owns the property described by metes and bounds and depicted on the attached **Exhibit I** (the "LFC HLH Property"); and

Attachment: Celina Light Farms Development Agreement Sixth Amendment73086 (1246 : Light Farms Sex Offender Extension)

WHEREAS, LFC GM owns the property described by metes and bounds and depicted on the attached **Exhibit J** (the "LFC GM Property"); and

WHEREAS, LFC Sage owns the property described by metes and bounds and depicted on the attached **Exhibit K** (the "LFC Sage Property"); and

WHEREAS, the LFC Property, the LFC II Property, the LFC Development I Property, the LFC Maydelle Property, the LFC BIG Property, the MUD-Owned Property, the LFC Cypress Property, the LFC Graham Property, the LFC HLH Property, the LFC GM Property, the LFC Sage Property, and the Homebuilder Lots are collectively referred to herein as the "Property"; and

WHEREAS, the defined term "Property" excludes platted lots that are within the metes and bounds description and depiction on the attached **Exhibit A** through **Exhibit K** to the extent such lots are not owned by any of the LFC Parties or MUD 1 on the Effective Date; and

WHEREAS, the property described by metes and bounds and depicted on the attached **Exhibit A** through **Exhibit K** includes certain platted lots owned by the Homebuilders (the "Homebuilder Lots"); and

WHEREAS, the City, Forestar/RPG Land Company, LLC ("RPG"), Lucas Celina 209, Ltd., Central Frisco, Ltd. executed that certain Amended and Restated Development Agreement approved by the City Council on March 12, 2007 and dated effective as of March 12, 2007 and filed in the deed records of Collin County, Texas as Instrument No. 20071101001489980 (the "Original Development Agreement"), as modified by the following: (a) that certain Addendum to Amended and Restated Development Agreement approved by the City Council on May 14, 2007 and dated effective as of March 12, 2007 and filed in the deed records of Collin County, Texas as Instrument No. 200711010011489990 (the "Addendum"); (b) that certain First Amendment to Amended and Restated Development Agreement approved by the City Council on August 13, 2007 and dated effective as of March 12, 2007 and filed in the deed records of Collin County, Texas as Instrument No. 20071114001544520 (the "First Amendment"); (c) that certain Second Amendment to Amended and Restated Development Agreement approved by the City Council on December 14, 2009 and dated effective as of March 12, 2007 and filed in the deed records of Collin County, Texas as Instrument No. 20100105000007540 (the "Second Amendment"); (d) that certain Third Amendment to Amended and Restated Development Agreement approved by the City Council on, and dated effective as of, May 9, 2011 and filed in the deed records of Collin County, Texas as Instrument No. 20120423000464760 (the "Third Amendment"); (e) that certain Fourth Amendment to Amended and Restated Development Agreement approved by the City Council on October 8, 2012 and dated effective as of October 12, 2012 and filed in the deed records of Collin County, Texas as Instrument No. 20121114001454530 (the "Fourth Amendment"); (f) that certain Fifth Amendment to Amended and Restated Development Agreement approved by the City Council on May 13, 2014 and filed in the deed records of Collin County, Texas as Instrument No. 20140711000715400 (the "Fifth Amendment"); and (g) that certain Memorandum of Amendment to Development Agreement executed September 16, 2014 and filed in the deed records of Collin County, Texas as Instrument No.20140916001001050 (the "Memorandum")(the Original Development

Attachment: Celina Light Farms Development Agreement Sixth Amendment73086 (1246 : Light Farms Sex Offender Extension)

Agreement, the Addendum, the Fifth Amendment, and the Memorandum hereafter collectively referred to as "the Development Agreement"); and

WHEREAS, this Sixth Amendment further amends the Development Agreement, as such agreement relates to the portions of the Property governed by such agreement; and

WHEREAS, (a) RPG, by Instrument No. 20120423000464800 filed of record in the deed records of Collin County, Texas, assigned to LFC all of its rights, title, and interest in and to the LFC Property, the LFC Development I Property, the LFC Maydelle Property, the LFC BIG Property, and the MUD-Owned Property; (b) that LFC assigned to LFC Cypress, LFC Graham, LFC HLH, and LFC GM all of its rights, title, and interest in and to the portions of the LFC Property acquired by each of those four entities; (c) that LFC II assigned to LFC Sage all of its rights, title, and interest in and to the portion of the LFC II Property acquired by LFC Sage; and (d) without making RPG a party to this Amendment or otherwise requiring RPG's approval, the LFC Parties and MUD 1 are authorized to amend the Development Agreement, as they relate to the Property, save and except the Homebuilder Lots; and

WHEREAS, the Property is located within the extraterritorial jurisdiction ("ETJ") of the City and not within the ETJ or corporate limits of any other city or town; and

WHEREAS, the sole purpose of this Sixth Amendment is to extend the requirements of Article I of this Amendment to the entire Property, and it is not intended to alter any of the other rights or obligations of the parties to the Development Agreement; and

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

1. **Amendment to Article 2**: Article 2 of the Development Agreement is hereby amended by adding a new Section 2.11 titled "Enforcement of Sex Offender Regulations" to read as follows:

> 2.11 **Enforcement of Sex Offender Regulations**. To the extent allowed by law, including, but not limited to, the authority granted pursuant to Texas Local Government Code § 212.172(b)(3) and (4), as amended, the City is authorized to enforce on and within the boundaries of the Property the provisions of Article 8.07 "Sex Offender Residency and Public Safety Zone" of the Code of Ordinances of the City of Celina, Texas, in the same manner the City enforces land use and development regulations within the City's corporate limits. For the purposes of this Section 2.11 and the definitions within said Article 8.07, planted street medians are not parks, and the phrase "open space area that is accessible by residents within the Property or by the general public" means the areas labeled as "open space" on **Appendix 1** to this Agreement.

Attachment: Celina Light Farms Development Agreement Sixth Amendment73086 (1246 : Light Farms Sex Offender Extension)

2. **Amendment to Section 12.1**. Section 12.1 of the Development Agreement shall be amended by labeling the existing language a subsection (a) and adding a new subsection (b) to read as follows:

   (b) Section 12.1(a) applies to all provisions of this Agreement other than Section 2.11. No notice or cure provisions shall apply to a default of the terms of Section 2.11 of this Agreement, and the City shall be entitled to all remedies available at law and equity in the event of a default of the terms of Section 2.11, provided such remedies shall not affect any portion of the Property other than the lot or lots that are the subject of the default. Such remedies shall include, but not be limited to, the right to refuse water or wastewater service to a lot that is in violation of Section 2.11 of this Agreement.

3. **Addition of Appendix 1**. The Development Agreement is amended by adding a new "Appendix 1" which shall be as set forth in Exhibit "L" of this Sixth Amendment.

4. **Effective Date of Applicability of Sixth Amendment**. After the City approves and signs this Sixth Amendment, this Sixth Amendment shall be deemed effective as to each tract of land within the Property upon the date the owner of such tract signs this Sixth Amendment. The lack of a signature by one or more of the owners of a portion of the Property shall not affect the validity of this Sixth Amendment as to the Parties who have signed this Sixth Amendment and the portion of the Property owned by such Parties. Unless otherwise extended by agreement of one or more of the Parties with respect to their portion of the Property, this Sixth Amendment shall expire on November 11, 2015.

5. **Captions**. The captions of each section of this Sixth Amendment are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the Parties or any provisions hereof, or in ascertaining the intent of any Party with respect to the provisions hereof.

6. **Severability**. If any provision of this Sixth Amendment is determined by a court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from the Development Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this the Development Agreement, as amended by this Sixth Amendment, shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties. Without limiting the generality of the foregoing, (x) if it is determined that, as of the Effective Date, any Party other than the City does not own any portion of the Property, this Sixth Amendment shall remain in full force and effect with respect to all of the Property that is then owned by a Party to this Sixth Amendment or a successor or assign of one of the Parties, and (y) if it is determined, as of the Effective Date, that any portion of the Property is not within the City's ETJ, this Sixth Amendment shall remain in full force and effect with respect to all of the Property that is then within the City's ETJ. If at any time after the Effective Date it

Attachment: Celina Light Farms Development Agreement Sixth Amendment73086 (1246 : Light Farms Sex Offender Extension)

is determined that any portion of the Property is no longer within the City's ETJ, this Sixth Amendment shall remain in full force and effect with respect to all of the Property that remains within the City's ETJ.

7. **Binding Obligation; Releases; Estoppel**. This Sixth Amendment shall bind and inure to the benefit of the Parties, their successors, and their permitted Assignees. This Sixth Amendment shall be recorded in the Real Property Records of Collin County, Texas, and, upon recordation, shall bind and constitute a covenant running with the Property. This Sixth Amendment is binding on tthe Parties and their respective successors and assigns for the term of this Sixth Amendment. The provisions in Section 2.11 of the Development Agreement as amended by this Sixth Amendment are land use and development regulations that are binding on an end-buyer of a fully developed and improved lot pursuant to Section 212.172(f) of the Texas Local Government Code. For purposes of this Amendment, the Parties agree as follows: (1) that the term "end-buyer" means any owner, lessee, or occupant; and (2) that term "fully developed and improved lot" means any lot, regardless of proposed use, for which the City has approved a final plat.

8. **Authority**. By signing this Sixth Amendment, the Parties agree that they have all necessary authority to enter into this Sixth Amendment, including any necessary approval by partners, directors or council members.

9. **Interlocal Agreement**. This Sixth Amendment, as an amendment to the Development Agreement, shall constitute an Interlocal Cooperation Agreement entered into between MUD 1 and the City pursuant to Chapter 791, Texas Government Code, as amended.

10. **Exhibits**. The exhibits attached to this Sixth Amendment are incorporated as part of this Sixth Amendment for all purposes as if set forth in full in the body of this Amendment.

11. **Effect on Only the Property**. The Parties acknowledge that this Sixth Amendment governs only the Property and has no effect on the rights or obligations of the "East Commercial Property Owner" or the "West Commercial Property Owner" as described in the Development Agreement.

12. **Development Agreement in Effect**. Except to the extent amended by this Sixth Amendment, the Parties acknowledges and agrees the Development Agreement remains in full force and effect without further amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Attachment: Celina Light Farms Development Agreement Sixth Amendment73086 (1246 : Light Farms Sex Offender Extension)

IN WITNESS WHEREOF, the Parties hereto have signed and agreed to this Sixth Amendment in multiple copies, each of equal dignity, as of the dates set forth in the respective acknowledgments below.

Approved by:

City of Celina, Texas

By:_____
Name: _____
Date: _____
Title: Mayor

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on this _____ day of _____, 2015, by _____, Mayor, City of Celina, Texas, a Texas home rule municipality on behalf of said municipality.

_____
Notary Public, State of Texas

Attachment: Celina Light Farms Development Agreement Sixth Amendment73086 (1246 : Light Farms Sex Offender Extension)

Approved by:

LFC LAND COMPANY LLC
a Texas limited liability company

By: RJM/Celina III, L.P.
a Texas limited partnership
its manager

By: RJM/Celina III GP, Inc.,
a Texas corporation
its general partner

_____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____ _____, 2015, by _____, _____ of RJM/Celina III GP, Inc., a Texas corporation and general partner of RJM/Celina III, L.P., a Texas limited partnership and manager of LFC Land Company, LLC, a Texas limited liability company on behalf of said limited liability company.

_____
Notary Public, State of Texas

Attachment: Celina Light Farms Development Agreement Sixth Amendment73086 (1246 : Light Farms Sex Offender Extension)

Approved by:

LFC LAND COMPANY I, LLC
a Texas limited liability company

By: RJM/Celina III, L.P.
a Texas limited partnership
its manager

By: RJM/Celina III GP, Inc.,
a Texas corporation
its general partner

_____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____ _____, 2015, by _____, _____ of RJM/Celina III GP, Inc., a Texas corporation and general partner of RJM/Celina III, L.P., a Texas limited partnership and manager of LFC Land Company I, LLC, a Texas limited liability company on behalf of said limited liability company.

_____
Notary Public, State of Texas

Attachment: Celina Light Farms Development Agreement Sixth Amendment73086 (1246 : Light Farms Sex Offender Extension)

Approved by:

LFC DEVELOPMENT COMPANY II, LLC
a Texas limited liability company

By: RJM/Celina III, L.P.
a Texas limited partnership
its manager

By: RJM/Celina III GP, Inc.,
a Texas corporation
its general partner

_____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____ _____, 2015, by _____, _____ of RJM/Celina III GP, Inc., a Texas corporation and general partner of RJM/Celina III, L.P., a Texas limited partnership and manager of LFC Development Company II, LLC, a Texas limited liability company on behalf of said limited liability company.

_____
Notary Public, State of Texas

Attachment: Celina Light Farms Development Agreement Sixth Amendment73086 (1246 : Light Farms Sex Offender Extension)

Approved by:

LFC DEVCO MAYDELLE, LLC
a Texas limited liability company

By: RJM/Celina III, L.P.
a Texas limited partnership
its manager

By: RJM/Celina III GP, Inc.,
a Texas corporation
its general partner

_____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____ _____, 2015, by _____, _____ of RJM/Celina III GP, Inc., a Texas corporation and general partner of RJM/Celina III, L.P., a Texas limited partnership and manager of LFC Devco Maydelle, LLC, a Texas limited liability company on behalf of said limited liability company.

_____
Notary Public, State of Texas

Attachment: Celina Light Farms Development Agreement Sixth Amendment73086 (1246 : Light Farms Sex Offender Extension)

Approved by:

LFC DEVCO BIG II, LLC
a Texas limited liability company

By: RJM/Celina III, L.P.
a Texas limited partnership
its manager

By: RJM/Celina III GP, Inc.,
a Texas corporation
its general partner

_____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____ _____, 2015, by _____, _____ of RJM/Celina III GP, Inc., a Texas corporation and general partner of RJM/Celina III, L.P., a Texas limited partnership and manager of LFC Devco BIG II, LLC, a Texas limited liability company on behalf of said limited liability company.

_____
Notary Public, State of Texas

Attachment: Celina Light Farms Development Agreement Sixth Amendment73086 (1246 : Light Farms Sex Offender Extension)

Approved by:

LFC DEVCO CYPRESS, LLC
a Texas limited liability company

By: RJM/Celina III, L.P.
a Texas limited partnership
its manager

By: RJM/Celina III GP, Inc.,
a Texas corporation
its general partner

_____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____ _____, 2015, by _____, _____ of RJM/Celina III GP, Inc., a Texas corporation and general partner of RJM/Celina III, L.P., a Texas limited partnership and manager of LFC Devco Cypress, LLC, a Texas limited liability company on behalf of said limited liability company.

_____
Notary Public, State of Texas

Attachment: Celina Light Farms Development Agreement Sixth Amendment73086 (1246 : Light Farms Sex Offender Extension)

Approved by:

LFC GRAHAM, LLC
a Texas limited liability company

By: RJM/Celina III, L.P.
a Texas limited partnership
its manager

By: RJM/Celina III GP, Inc.,
a Texas corporation
its general partner

_____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____ _____, 2015, by _____, _____ of RJM/Celina III GP, Inc., a Texas corporation and general partner of RJM/Celina III, L.P., a Texas limited partnership and manager of LFC Graham, LLC, a Texas limited liability company on behalf of said limited liability company.

_____
Notary Public, State of Texas

Attachment: Celina Light Farms Development Agreement Sixth Amendment73086 (1246 : Light Farms Sex Offender Extension)

Approved by:

LFC HLH, LLC
a Texas limited liability company

By: RJM/Celina III, L.P.
a Texas limited partnership
its manager

By: RJM/Celina III GP, Inc.,
a Texas corporation
its general partner

_____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____ _____, 2015, by _____, _____ of RJM/Celina III GP, Inc., a Texas corporation and general partner of RJM/Celina III, L.P., a Texas limited partnership and manager of LFC HLH, LLC, a Texas limited liability company on behalf of said limited liability company.

_____
Notary Public, State of Texas

Attachment: Celina Light Farms Development Agreement Sixth Amendment73086 (1246 : Light Farms Sex Offender Extension)

Approved by:

LFC GM, LLC
a Texas limited liability company

By: RJM/Celina III, L.P.
a Texas limited partnership
its manager

By: RJM/Celina III GP, Inc.,
a Texas corporation
its general partner

_____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____ _____, 2015, by _____, _____ of RJM/Celina III GP, Inc., a Texas corporation and general partner of RJM/Celina III, L.P., a Texas limited partnership and manager of LFC GM, LLC, a Texas limited liability company on behalf of said limited liability company.

_____
Notary Public, State of Texas

Attachment: Celina Light Farms Development Agreement Sixth Amendment73086 (1246 : Light Farms Sex Offender Extension)

Approved by:

LFC SAGE, LLC
a Texas limited liability company

By: RJM/Celina III, L.P.
a Texas limited partnership
its manager

By: RJM/Celina III GP, Inc.,
a Texas corporation
its general partner

_____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____ _____, 2015, by _____, _____ of RJM/Celina III GP, Inc., a Texas corporation and general partner of RJM/Celina III, L.P., a Texas limited partnership and manager of LFC Sage, LLC, a Texas limited liability company on behalf of said limited liability company.

_____
Notary Public, State of Texas

Attachment: Celina Light Farms Development Agreement Sixth Amendment73086 (1246 : Light Farms Sex Offender Extension)

Approved by:

COLLIN COUNTY MUNICIPAL UTILITY DISTRICT NO. 1
By:
_____
Name:
Title:

ATTEST:

By: _____
Name: _____
Title :_____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____ ____, 2015, by _____, _____ of the Collin County Municipal Utility District No. 1 on behalf of said district.

_____
Notary Public, State of Texas

Attachment: Celina Light Farms Development Agreement Sixth Amendment73086 (1246 : Light Farms Sex Offender Extension)

Approved by:

HIGHLAND HOMES, LTD.
a Texas limited partnership

By: Highland Homes Management, Inc.

By:_____
Name:_____
Title:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____ _____, 2015, by _____, _____ of Highland Homes Management, Inc., a _____ and _____ of Highland Homes, Ltd., a Texas limited partnership, on behalf of said limited partnership.

_____
Notary Public, State of Texas

Attachment: Celina Light Farms Development Agreement Sixth Amendment73086 (1246 : Light Farms Sex Offender Extension)

AMERICAN LEGEND HOMES, LLC

a Texas limited liability company

By:_____
Name:_____
Title:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____ _____, 2015, by _____, _____ of American Legend Homes, LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

Attachment: Celina Light Farms Development Agreement Sixth Amendment73086 (1246 : Light Farms Sex Offender Extension)

Approved by:

DARLING HOMES OF TEXAS, LTD.
a Texas limited partnership

By: Darling Homes, LLC, a Texas limited liability company, its general partner

By:_____
Name:_____
Title:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____ _____, 2015, by _____, _____ of Darling Homes, LLC, a Texas limited liability company and general partner of Darling Homes of Texas, Ltd., a Texas limited partnership, on behalf of said limited partnership.

_____
Notary Public, State of Texas

Attachment: Celina Light Farms Development Agreement Sixth Amendment73086 (1246 : Light Farms Sex Offender Extension)

Approved by:

DREES CUSTOM HOMES, LP.
a Texas limited partnership

By: Drees Builders, Inc., an Ohio corporation, its general partner

By:_____
Name: _____
Title:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____ _____, 2015, by _____, _____ of Drees Builders, Inc., an Ohio corporation and general partner of Drees Custom Homes, LP, a Texas limited partnership, on behalf of said limited partnership.

_____
Notary Public, State of Texas

Attachment: Celina Light Farms Development Agreement Sixth Amendment73086 (1246 : Light Farms Sex Offender Extension)

Approved by:

RH OF TEXAS LIMITED PARTNERSHIP
a Maryland limited partnership, d/b/a LIONSGATE HOMES

By: Ryland Homes of Texas, Inc., a Texas Corporation, its general partner

By:_____
Name: _____
Title:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____ _____, 2015, by _____, _____ of Ryland Homes of Texas, Inc., a Texas corporation and general partner of RH of Texas Limited Partnership, a Maryland limited partnership, d/b/a LIONSGATE HOMES, on behalf of said limited partnership.

_____
Notary Public, State of Texas

Attachment: Celina Light Farms Development Agreement Sixth Amendment73086 (1246 : Light Farms Sex Offender Extension)

Approved by:

SHADDOCK HOMES, LTD.
a Texas limited partnership

By: Shaddock H GP, LLC, a Texas limited liability company, its general partner

By:_____
Name: _____
Title:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____ _____, 2015, by _____, _____ of Shaddock H GP, LLC, a Texas limited liability company and general partner of Shaddock Homes, Ltd., a Texas limited partnership, on behalf of said limited partnership.

_____
Notary Public, State of Texas

Attachment: Celina Light Farms Development Agreement Sixth Amendment73086 (1246 : Light Farms Sex Offender Extension)

Approved by:

K. HOVNANIAN DFW LIGHT FARMS, LLC,
a Texas limited liability company

By:_____
Name: _____
Title:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____ _____, 2015, by _____, _____ of Horizon Homes Management Inc., a Texas corporation and _____ of Horizon Homes, Ltd., a Texas limited partnership, on behalf of said limited partnership.

_____
Notary Public, State of Texas

Attachment: Celina Light Farms Development Agreement Sixth Amendment73086 (1246 : Light Farms Sex Offender Extension)

Approved by:

HORIZON HOMES, LTD.
a Texas limited partnership

By: Horizon Homes Management, Inc.

By:_____
Name: _____
Title:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____ _____, 2015, by _____, _____ of Horizon Homes Management Inc., a Texas corporation and _____ of Horizon Homes, Ltd., a Texas limited partnership, on behalf of said limited partnership.

_____
Notary Public, State of Texas

After recording, return to:
Republic Property Group
Attn: Tim McKnight
8401 N. Central Expressway, Suite 350
Dallas, Texas 75225

Attachment: Celina Light Farms Development Agreement Sixth Amendment73086 (1246 : Light Farms Sex Offender Extension)

Exhibits:

Exhibit A	Legal Description and Depiction of the LFC Property
Exhibit B	Legal Description and Depiction of the LFC II Property
Exhibit C	Legal Description and Depiction of the LFC Development I Property
Exhibit D	Legal Description and Depiction of the LFC Maydelle Property
Exhibit E	Legal Description and Depiction of the LFC BIG Property
Exhibit F	Legal Description and Depiction of the MUD-Owned Property
Exhibit G	Legal Description of the LFC Cypress Property
Exhibit H	Legal Description of the LFC Graham Property
Exhibit I	Legal Description of the LFC HLH Property
Exhibit J	Legal Description of the LFC GM Property
Exhibit K	Legal Description of the LFC Sage Property
Exhibit L	New Appendix 1

Attachment: Celina Light Farms Development Agreement Sixth Amendment73086 (1246 : Light Farms Sex Offender Extension)

Exhibit A
Legal Description and Depiction of the LFC Property

TRACT A

Being a 597.17 acre tract of land situated in the John Ragsdale Survey, Abstract No. 734, and the Collin County School Land Survey No. 14, Abstract No. 167, and being all of Tract A, a 597.17 acre tract of land as described in instrument to LFC Land Company, LLC, as recorded in Document Number 20120423000464780, Land Records, Collin County, Texas, all of a 1.00 acre tract of land as described in instrument to Frederick L Albrecht, as recorded in Document Number 20070510000634680, Land Records, Collin County, Texas, all of a 1.00 acre tract of land as described in instrument to Keller Webster, as recorded in Document Number 20070510000634710, Land Records, Collin County, Texas, all of a 1.00 acre tract of land as described in instrument to Andy Harvey, as recorded in Document Number 20070510000724440, Land Records, Collin County, Texas, all of a 1.00 acre tract of land as described in instrument to Gordon Greeson, as recorded in Document Number 2007051000634740, Land Records, Collin County, Texas, all of a tract of 1.00 acre tract of land as described in instrument to Kenneth Prater, as recorded in Document Number 20070510000634770, Land Records, Collin County, Texas, and a portion of Collin County Road 51. Said 597.17 acre tract, with reference bearing of grid north, Texas State Plane Coordinates, North Central Zone, HARN NAD 83 (93) datum, being more particularly described by metes and bounds as follows:

Commencing at ½ inch iron rod found for the northwest corner of a called 161.4193 acre tract of land conveyed by deed to the Board of Regents of the Texas A&M University System recorded in Volume 2513, Page 274, Land Records, Collin County, Texas, and being on the west line of aforesaid John Ragsdale Survey, and being on the east line of the F.D. Gary Survey, Abstract No. 361;

THENCE, North 89 degrees 56 minutes 06 seconds East, along the North line of aforesaid 161.4193 acre tract of land, a distance of 950.04 feet to the POINT OF BEGINNING and being the most southerly southwest corner of said Lucas Celina tract;

THENCE, North 00 degrees 36 minutes 37 seconds West, along a west line of said Lucas Celina tract a distance of 1,513.85 feet to a 5/8 inch iron rod found;

THENCE, North 30 degrees 59 minutes 39 seconds East, continuing along a northwesterly line of said Lucas Celina tract a distance of 867.40 feet to a 1/2 inch iron rod found at an inner ell corner of said Lucas Celina tract;

THENCE, South 59 degrees 00 minutes 21 seconds East, departing the northwesterly line of said Lucas Celina tract a distance of 50.00 feet to a 5/8 inch iron rod found with cap stamped “Huitt-Zollars” on a northwesterly line of said 408.510 acre tract;

THENCE, North 30 degrees 59 minutes 39 seconds East, along a northwesterly line of said 408.510 acre tract a distance of 575.60 feet to a 5/8 inch iron rod found with cap stamped “Huitt-Zollars”;

THENCE, North 59 degrees 00 minutes 21 seconds West, departing the northwesterly line of said 408.510 acre tract a distance of 260.21 feet to a 5/8 inch iron rod found with cap stamped “Huitt-Zollars” and being the beginning of a non-tangent curve to the left having a radius of 3,644.79 feet;

Attachment: Celina Light Farms Development Agreement Sixth Amendment73086 (1246 : Light Farms Sex Offender Extension)

THENCE, in a northerly direction along said curve to the left through a central angle of 36 degrees 57 minutes 20 seconds, an arc distance of 2,350.88 feet and being subtended by a chord bearing North 09 degrees 52 minutes 14 seconds East, a distance of 2,310.34 feet;

THENCE, North 08 degrees 36 minutes 26 seconds West, a distance of 1,585.77 feet to a 5/8 inch iron rod found with cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 27 minutes 32 seconds East, passing at 322.72 feet a 5/8 inch iron rod found at the most northerly southwest corner of said 408.510 acre tract, passing at 1,521.70 feet a 5/8 inch iron rod found at an inner ell corner of said 408.510 acre tract, continuing for a total distance of 1,571.93 feet to a 5/8 inch iron rod found with cap stamped "Huitt-Zollars";

THENCE, North 04 degrees 53 minutes 56 seconds East, a distance of 1,990.49 feet to a 5/8 inch iron rod found with cap stamped "Huitt-Zollars";

THENCE, North 03 degrees 20 minutes 56 seconds East, a distance of 52.00 feet to a 5/8 inch iron rod found with cap stamped "Huitt-Zollars" on the north line of said 408.510 acre tract;

THENCE, North 89 degrees 32 minutes 06 seconds East, along the north line of said 408.510 acre tract a distance of 657.83 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Carter Burgess" found for corner at the northeast corner of said 408.51 acre tract and the common northeast corner of said John Ragsdale Survey and the southwest corner of the M.D. Bullion Survey, Abstract No. 137 and being on the west line of Collin County School Land Survey No. 14, Abstract No. 167 and the west line of a tract of land conveyed to Richard C. Smith and wife, Janet L. Smith by deed recorded in County Clerk's File No. 97-0086916, Land Records, Collin County, Texas.

THENCE, South 01 degrees 06 minutes 02 seconds East, along the east line of said 408.510 acre tract and the west line of said Collin County School Land Survey No. 14, Abstract No. 167 and the common west line of said Smith Tract, and the common west line of a 100.593 acre tract conveyed by deed to the Walton Bradford Family Partnerships, L.P. recorded in Volume 5050, Page 00784, Land Records, Collin County, Texas, and the west line of tract of land conveyed by deed to Albert Mokhtar, trustee, recorded in Volume 2722, Page 333, Land Records, Collin County, Texas, a distance of 3,004.05 feet to a point for corner;

THENCE, North 89 degrees 28 minutes 05 seconds East, passing at a distance of 35.43 feet a 1" iron pipe found for the northwest corner of aforesaid 151.289 acre tract and continuing along the north line of said 151.289 acre tract and the common south line of aforesaid Albert Mokhtar Tract, a total distance of 1,948.01 feet to a ½ inch iron rod found for the northeast corner of said 151.289 acre tract and the southeast corner of said Albert Mokhtar Tract and being on the west right-of-way of the Red River Texas & Southern Railway Company, Tract No. 54, by deed recorded in Volume 121, Page 20, Land Records, Collin County, Texas.

THENCE, South 11 degrees 20 minutes 28 seconds West, along the east line of aforesaid 151.289 acre tract and the common west line of aforesaid Red River Texas & Southern Railway Company Tract No. 54, a distance of 4,816.17 feet to a ½ inch iron rod found for the southeast corner of said 151.289 acre tract and point on the north line of a called 81.68 acre tract of land, conveyed to Graham S. Stelzer and wife, Doris Stelzer by deed recorded in Volume 587, Page 146, Land Records, Collin County, Texas;

THENCE, South 89 degrees 32 minutes 42 seconds West, along the south line of aforesaid 151.289 acre tract and the common north line of aforesaid 81.68 acre tract, passing at a distance of 884.15 feet a 3/8

Attachment: Celina Light Farms Development Agreement Sixth Amendment73086 (1246 : Light Farms Sex Offender Extension)

inch iron rod found for the southeast corner of said 151.289 acre tract and continuing a total distance of 910.34 feet to a point for corner on the east line of aforesaid 408.510 acre tract;

THENCE, South 01 degrees 06 minutes 02 seconds East, along the east line of said 408.510 acre tract, a distance of 1,090.95 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Carter Burgess" set for corner at the southeast corner of said 408.510 acre tract and the northeast corner of aforesaid 161.4193 acre tract;

THENCE, along the south line of said 408.510 acre tract and the common north line of said 161.4193 acre tract, the following courses and distances:

NORTH 89 degrees 44 minutes 17 seconds West, a distance of 138.60 feet to a point for corner;

NORTH 82 degrees 40 minutes 54 seconds West, a distance of 632.77 feet to a point for corner;

SOUTH 89 degrees 19 minutes 08 seconds West, a distance of 1,314.05 feet to a point for corner;

SOUTH 87 degrees 52 minutes 29 seconds West, a distance of 475.03 feet to a point for corner;

SOUTH 89 degrees 56 minutes 06 seconds West, a distance of 722.47 feet to the POINT OF BEGINNING and containing 597.17 acres of land, more or less.

Save and except the (a) property described on Exhibit C, Exhibit D, Exhibit E, Exhibit F, Exhibit H, Exhibit I, and Exhibit J of this Amendment (including the lots that are saved and excepted from the legal description on Exhibit C); and (b) the following 5.00-acre MUD Director Lots tract:

MUD Director Lots

BEING a 5.00 acre tract of land situated in the John Ragsdale Survey, Abstract No. 734, Collin County, Texas, and being all of five 1.000 acre tracts as described in instrument to Rett Corson, as recorded in Volume 5438, Page 6055 of the Land Records of Collin County, Texas (L.R.C.C.T.), in instrument to Jay Kirby, as recorded in Volume 5438, Page 6058 (L.R.C.C.T.), in instrument to Michael Blase, as recorded in Volume 5438, Page 6061 (L.R.C.C.T.), in instrument to 14875 Partners, Ltd., as recorded in County Clerk's File No. 20061027001545080 (L.R.C.C.T.), in instrument to Josh J. Kahn, as recorded in Volume 5438, Page 6021 (L.R.C.C.T.), Said 5.00 acre tract, with reference bearing of grid north, Texas State Plane Coordinates, North Central Zone, HARN NAD 83 (93) datum, being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod found with yellow plastic cap stamped "Carter Burgess" at the north east corner of Tract 1 as described in instrument to Forestar/RPG Land Company, LLC, as recorded in Document No. 20070221000239380 (L.R.C.C.T.);

THENCE, South 89 degrees 32 minutes 06 seconds West, along the north line of said Tract 1, a distance of 657.83 feet to a point for corner in the east line of a 50.0 foot easement to Lone Star Gas Company, as recorded in Volume 507, Page 383 (L.R.C.C.T.);

Attachment: Celina Light Farms Development Agreement Sixth Amendment73086 (1246 : Light Farms Sex Offender Extension)

THENCE, South 03 degrees 20 minutes 56 seconds West, along the easterly line of said Lone Star Gas easement, a distance of 52.00 feet to a point for corner;

THENCE, South 04 degrees 53 minutes 56 seconds West, continuing along the easterly line of said Lone Star Gas easement, a distance of 2,933.00 feet to the POINT OF BEGINNING of said Five 1.000 acres tracts;

THENCE, South 85 degrees 06 minutes 04 seconds East, departing the easterly line of said Lone Star Gas easement, a distance of 348.48 feet to a point for corner;

THENCE, South 04 degrees 53 minutes 56 seconds West, a distance of 625.00 feet to a point for corner;

THENCE, North 85 degrees 06 minutes 04 seconds West, a distance of 348.48 feet to a point for corner on the easterly line of said Lone Star Gas easement;

THENCE, North 04 degrees 53 minutes 56 seconds East, along the easterly line of said Lone Star Gas easement, a distance of 625.00 feet to the POINT OF BEGINNING and CONTAINING 5.000 acres of land, more or less.

TRACT B

Being a 209.022 acre tract of land situated in the Collin County School Land Survey No. 14, Abstract No. 167, Collin County, Texas, and being all of Tract B, a 209.022 acre tract of land as described in instrument to LFC Land Company, LLC, recorded in Document No. 20120423000464780, Land Records, Collin County, Texas, said 209.022 acre tract, with bearing basis of grid north, Texas State Plane Coordinates, north central zone, harn nad 83 (93) datum, being more particularly described by metes and bounds as follows:

Beginning at ½ inch iron rod found for the northeast corner of aforesaid 209.022 acre tract and being the southeast corner of a called Tract 4, conveyed to Ownsby 1880 Farms. LTD. by deed recorded in County Clerk's File No. 99-0005737, Land Records, Collin County, Texas and being on the west line of a called Tract 1, conveyed to Ownsby 1880 Farms, LTD. by deed recorded in County Clerk's File No. 99-0005737, Land Records, Collin County, Texas;

THENCE, South 00 degrees 28 minutes 05 seconds east, along the east line of aforesaid 209.022 acre tract, and the west line of aforesaid Tract 1 and a called Tract 2 & Tract 3, conveyed to Ownsby 1880 Farms, LTD. by deed recorded in County Clerk's File No. 99-0005737, Land Records, Collin County, Texas, a distance of 4058.21 feet to a 60D Nail found for the southwest corner of aforesaid Tract 3;

THENCE, continuing along the east line of aforesaid 209.022 acre tract and the west line of a called 139.708 acre tract of land, conveyed to Keeran Family Partnership, LTD., recorded in County Clerk's File No. 2001-0083876, Land Records, Collin County, Texas, the following courses and distances:

> SOUTH 00 degrees 28 minutes 43 seconds East, a distance of 658.85 feet to a ½ inch iron rod found for corner;
>
> SOUTH 00 degrees 26 minutes 50 seconds East, a distance of 2675.40 feet to a 3/8 inch iron rod found for corner in the approximate centerline of Business Highway No. 289 (A variable prescriptive width right-of-way) and being the southeast corner of aforesaid 209.022 acre tract and the southwest corner of aforesaid 139.708 acre tract, from said corner a 60D nail bears north 00 degrees 52 minutes 30 seconds West, a distance of 33.68 feet found for witness;

Attachment: Celina Light Farms Development Agreement Sixth Amendment73086 (1246 : Light Farms Sex Offender Extension)

THENCE, South 89 degrees 29 minutes 44 seconds West, along the south line of aforesaid 209.022 acre tract and with the approximate centerline of aforesaid Business Highway No. 289, a distance of 1322.70 feet to a 3/8 inch iron rod found for the southwest corner of said 209.022 acre tract and the southeast corner of a called 7.438 acre tract of land, conveyed to Lotti Loraine Couch by deed recorded in County Clerk's File No. 97-0002825, Land Records, Collin County, Texas, from said corner a 60D nail bears north 01 degrees 13 minutes 49 seconds west, a distance of 37.84 feet found for witness;

THENCE, North 00 degrees 42 minutes 12 seconds West, along a west line of aforesaid 209.022 acre tract and the common east line of aforesaid 7.438 acre tract, a distance of 605.95 feet to a ½ inch iron rod found for the northeast corner of said 7.438 acre tract;

THENCE, North 00 degrees 18 minutes 06 seconds West, continuing along a west line of aforesaid 209.022 acre tract and the common east line of a called 81.68 acre tract of land, conveyed to Graham S. Stelzer and wife, Doris Stelzer by deed recorded in Volume 587, Page 146, Land Records. Collin County, Texas, a distance of 2067.07 feet to a ½ inch iron rod found for the insider ell corner of said 209.022 acre tract and the northeast corner of said 81.68 acre tract;

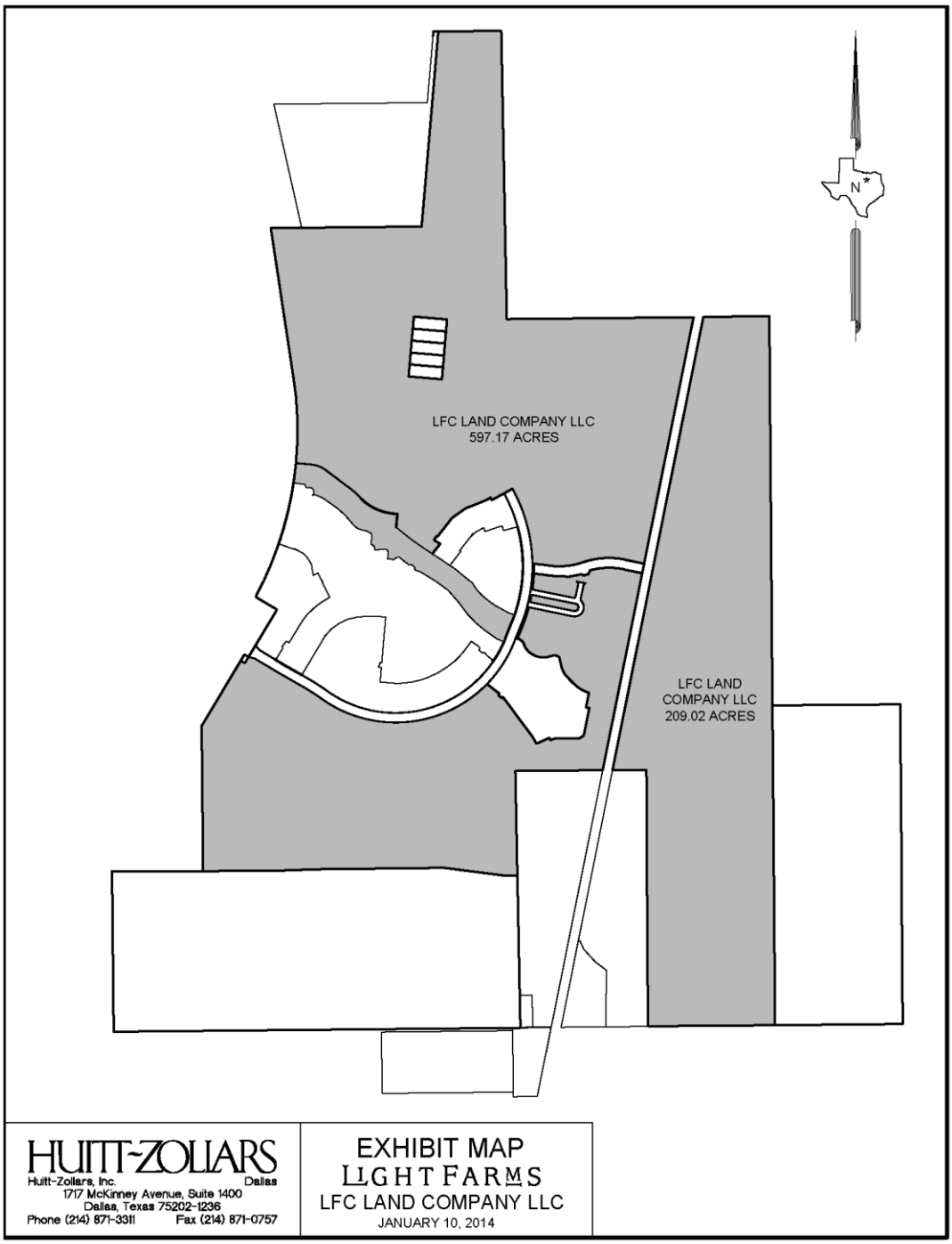
THENCE, South 89 degrees 31 minutes 56 seconds West, along a south line of aforesaid 209.022 acre tract and the common north line of aforesaid 81.68 acre tract, a distance of 353.59 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Carter Burgess" set for corner on the east right-of-way of the Red River Texas & Southern Railway Company Tract No. 54 by deed recorded in Volume 121, Page 20, Land Records, Collin County, Texas;

THENCE, North 11 degrees 20 minutes 28 seconds East, along the west line of aforesaid 209.022 acre tract and the west line of aforesaid 69.81 acre tract and the common east line of aforesaid Red River Texas & Southern Railway Company Tract No. 54, a distance of 4816.78 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Carter Burgess" set for the northwest corner of said 209.022 acre tract and the southwest corner of aforesaid Tract 4;

THENCE, North 89 degrees 04 minutes 39 seconds East, along the north line of aforesaid 209.022 acre tract and the common south line of aforesaid Tract 4, a distance of 687.89 feet to the POINT OF BEGINNING and containing 209.022 acres of land, more or less.

Save and except the property described on Exhibit G.

Attachment: Celina Light Farms Development Agreement Sixth Amendment73086 (1246 : Light Farms Sex Offender Extension)



Attachment: Celina Light Farms Development Agreement Sixth Amendment73086 (1246 : Light Farms Sex Offender Extension)

Exhibit B
Legal Description and Depiction of the LFC II Property

Keeran Tract

BEING all that certain lot, tract or parcel of land situated in the City of Celina, Collin County, Texas, out of the Collin County School Land No. 14 Survey, Abstract 167, and being a part of the 134.88 acres of Land described in Deeds to Keeran Family Partnership, Ltd., as recorded in County Clerk's file Number 2001-0083874 and 2001-0083876 of the Real Property Records of Collin County, Texas, and being more particular described by metes and bounds as follows:

BEGINGING AT A ½" IRON ROD FOUND FOR THE Northwest corner of said 134.88 acre tract, said point also being in the East line of a 209.022 acre tract of land conveyed to LFC Land Company as recorded in County Clerk's file No. 2012-0423000464780 of the Real Property Records of Collin County, Texas, said point also being the Southwest corner of tract of land conveyed to Ownsby Farms, Ltd., as recorded in Volume 4332, Page 1047, Deed Records, Collin County, Texas;

THENCE North 89 degrees 35 minutes 26 seconds East (North 89 degrees 58 minutes West Deed), (Basis of Bearings per North Central Texas Zone 4203 State Plane Coordinates) South line of said Ownsby Farms Ltd. Tract for distance of 1334.62 feet (1335.30 feet Deed) to a 1/2" iron rod found for the Northeast corner of said 134.88 acre tract , said point also being the Northwest corner of a called 15.211 acre tract of land conveyed to J. Altus Inc. Profit Sharing Trust & Metroplex Properties LLC & Dall Developments, Inc. as recorded in Volume 5870 at Page 5025 of the Deed Records of Collin County, Texas;

THENCE South 00 degrees 15 minutes 00 seconds East (South 00 degrees 00 minutes 38 seconds West Deed), and following along the East line of said 134.88 acre tract, and the West line of said 15.211 acre J. Altus tract and also along the West line of a 15.28 acre tract of land conveyed to John Feizy by Deed and recorded in County Clerk's file No. 93-0056727, for a distance of 1045.61 feet to a 1/2" iron rod found for corner, said point being the Southwest corner of a 3.99 acre tract of land conveyed to Terry Barnes by Deed as recorded in Volume 2006, Page 93180, of the Deed Records of Collin County, Texas;

THENCE South 00 degrees 54 minutes 17 seconds East and continuing along the East line of the Keeran Family 134.88 acre tract and the West line of said 3.99 acre Terry Barnes Tract, for a distance of 527.61 feet to a point for the Southwest corner of said 3.99 acre Terry Barnes Tract, same being the Northwest corner of 12.0734 acre tract of land conveyed to J. Altus Inc. Profit Sharing by Deed and Recorded in Volume 5826 at Page 5441 of the Deed Records of Dallas County, Texas;

THENCE South 00 degrees 03 minutes 36 seconds West and following along the West line of said 12.0734 acre J. Altus Inc. Profit Sharing Tract, for a distance of 417.19 feet to a ½" iron rod found for the Southwest corner of said 12.0734 acre J. Altus Inc. Profit Sharing Tract;

Attachment: Celina Light Farms Development Agreement Sixth Amendment73086 (1246 : Light Farms Sex Offender Extension)

THENCE South 00 degrees 30 minutes 27 seconds East across said 134.88 acre tract for a distance of 1341.14 feet to a railroad spike set in asphalt for corner in the center of Business Highway No. 289 Also known as County Road No. 5 and also known as North Coleman Street (an undedicated variable width prescriptive right of way);

THENCE South 89 degrees 29 minutes 33 seconds West and following along the center of said roadway and the South line of said 134.88 acre tract, for a distance of 1332.51 feet to a 3/8" iron rod found for the Southwest corner of said 134.88 acre tract, same being the Southeast corner of the aforementioned 209.022 acre tract;

THENCE North 00 degrees 26 minutes 47 seconds West (North 00 degrees 05 minutes West Deed), and following along the West line of said 134.88 acre tract and the East line of said 209.22 acre tract for a distance of 2674.96 feet (2675.16 feet Deed) to a ½" iron rod found for corner;

THENCE North 00 degrees 29 minutes 23 seconds West (North 0 degrees 12 minutes West Deed) , and continuing along the West line of said 134.88 acre tract and the East line of said 209.022 acre tract for a distance of 658.83 feet (659.2 feet Deed) to the point of Beginning and Containing 101.9292 acres of Land, more or less of which 0.9177 acres of land lies within the aforesaid Business Highway No. 289, leaving 101.0115 acres of land net of right of way.

Save and except the LFC Sage Property described on Exhibit K of this Agreement.

Texas A&M Tract

BEING a tract of land situated in the John Ragsdale Survey, Abstract No. 734, Collin County, Texas and being all of a tract of land described in instrument to the Board of Regents of the Texas A & M University System as recorded in Volume 2513, Page 274 of the Deed Records, Collin County, Texas and being more particularly described as follows;

BEGINNING at a P.K. Nail found at the southeast corner of said Texas A & M University System tract, said point being at the approximate intersection of CR 5 and CR 51;

THENCE along the approximate centerline of CR 5, South 89 degrees 26 minutes 49 seconds West a distance of 4,240.33 feet (Deed 4,239.94 feet) to a 1/2 inch iron rod found at the southwest corner of said Texas A & M University System tract and being at the approximate intersection of CR 5 and CR 50;

THENCE departing the approximate centerline of CR 5, North 00 degrees 36 minutes 39 seconds West a distance of 1,674.54 feet (Deed 1,673.98 feet) to a ½ inch iron rod found at the northwest corner of the aforementioned Texas A & M University System tract;

THENCE along the northerly line of said Texas A & M University System tract and the approximate centerline of a drainage ditch the following;

Attachment: Celina Light Farms Development Agreement Sixth Amendment73086 (1246 : Light Farms Sex Offender Extension)

North 89 degrees 56 minutes 00 seconds East a distance of 1,672.59 feet (Deed 1,669.51 feet) to a point for corner;

North 87 degrees 52 minutes 29 seconds East a distance of 475.03 feet to a point for corner;

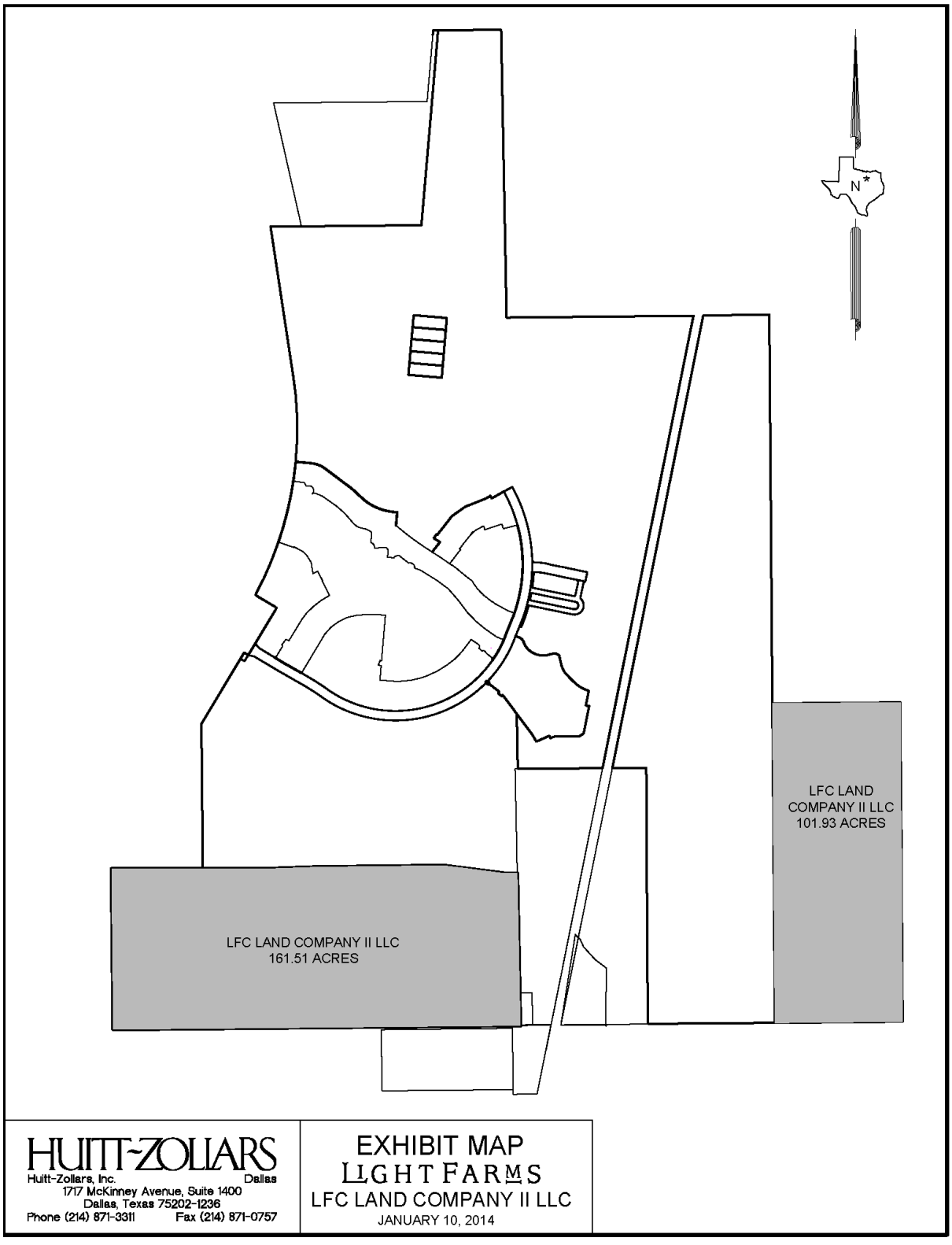
North 89 degrees 19 minutes 08 seconds East a distance of 1,314.05 feet to a point for corner;

South 82 degrees 40 minutes 54 seconds East a distance of 632.77 feet to a point for corner;

South 89 degrees 44 minutes 17 seconds East a distance of 138.60 feet (Deed 138.11 feet) to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" in the approximate centerline of the aforementioned CR51;

THENCE along the approximate centerline of the aforementioned CR51, South 01 degrees 06 minutes 06 seconds East a distance of 1,587.75 feet to the POINT OF BEGINNING and containing 161.51 Acres of land, more or less.

Attachment: Celina Light Farms Development Agreement Sixth Amendment73086 (1246 : Light Farms Sex Offender Extension)



Attachment: Celina Light Farms Development Agreement Sixth Amendment73086 (1246 : Light Farms Sex Offender Extension)

Exhibit C
Legal Description and Depiction of the LFC Development I Property

BLUESTEM TRACT 1

BEING a tract of land situated in the John Ragsdale Survey, Abstract No. 734, Collin County, Texas and being a portion of a tract of land described in instrument to LFC Land Company, LLC as recorded in Document No. 20120423000464780 of the Land Records, Collin County Texas and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the southeasterly corner of the Water Tower Addition at Light Farms, an addition to Collin County as recorded in Document No. 2009-424 of the Land Records, Collin County, Texas (L.R.C.C.T.), said point being on the northeasterly right-of-way line of Light Farms Way (a variable width right-of-way as recorded in Document No. 2009-422 (L.R.C.C.T.);

THENCE along the northeasterly right-of-way line of said Light Farms Way, South 41 degrees 03 minutes 20 seconds East a distance of 64.89 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE continuing along the northeasterly right-of-way line of said Light Farms Way, South 59 degrees 00 minutes 21 seconds East a distance of 177.84 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the POINT OF BEGINNING;

THENCE departing the northeasterly right-of-way line of said Light Farms Way, North 75 degrees 59 minutes 39 seconds East a distance of 28.28 feet to a point for corner;

THENCE North 30 degrees 59 minutes 39 seconds East a distance of 122.20 feet to a point for corner;

THENCE North 17 degrees 04 minutes 17 seconds West a distance of 16.13 feet to a point for corner at the beginning of a non-tangent curve to the right having a delta angle of 00 degrees 19 minutes 51 seconds, a radius of 375.00 feet and being subtended by a chord which bears North 54 degrees 12 minutes 10 seconds West a distance of 2.17 feet;

THENCE along said curve to the right an arc distance of 2.17 feet to a point at the end of said curve;

THENCE North 35 degrees 57 minutes 46 seconds East a distance of 71.29 feet to a point for corner;

THENCE South 59 degrees 00 minutes 21 seconds East a distance of 34.41 feet to a point for corner;

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THENCE North 30 degrees 59 minutes 39 seconds East a distance of 205.00 feet to a point for corner;

THENCE North 32 degrees 30 minutes 14 seconds East a distance of 64.26 feet to a point for corner;

THENCE North 38 degrees 07 minutes 30 seconds East a distance of 84.25 feet to a point for corner;

THENCE North 45 degrees 33 minutes 45 seconds East a distance of 98.42 feet to a point for corner;

THENCE North 52 degrees 30 minutes 56 seconds East a distance of 98.38 feet to a point for corner;

THENCE North 59 degrees 28 minutes 14 seconds East a distance of 98.41 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE North 26 degrees 39 minutes 08 seconds West a distance of 164.81 feet to a point for corner at the beginning of a non-tangent curve to the right having a delta angle of 00 degrees 10 minutes 09 seconds, a radius of 945.00 feet and being subtended by a chord which bears North 63 degrees 25 minutes 56 seconds East a distance of 2.79 feet;

THENCE along said curve to the right an arc length of 2.79 feet to a point at the end of said curve;

THENCE North 26 degrees 28 minutes 59 seconds West a distance of 116.03 feet to a point for corner;

THENCE South 63 degrees 30 minutes 01 seconds West a distance of 55.53 feet to a point for corner;

THENCE North 09 degrees 39 minutes 51 seconds West a distance of 117.46 feet to a point for corner;

THENCE North 31 degrees 32 minutes 08 seconds West a distance of 94.89 feet to a point for corner;

THENCE North 47 degrees 32 minutes 46 seconds West a distance of 47.67 feet to a point for corner;

THENCE North 61 degrees 02 minutes 49 seconds West a distance of 105.94 feet to a point for corner at the beginning of a non-tangent curve to the right having a delta angle of 00 degrees 06 minutes 50 seconds, a radius of 3,814.79 feet and being subtended by a chord which bears South 18 degrees 49 minutes 42 seconds West a distance of 7.58 feet;

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THENCE along said curve to the right an arc length of 7.58 feet to a point at the end of said curve;

THENCE North 71 degrees 06 minutes 53 seconds West a distance of 50.00 feet to a point for corner;

THENCE North 71 degrees 03 minutes 42 seconds West a distance of 120.00 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars" on the westerly line of the aforementioned LFC Land Company, LLC tract and being the beginning of a non-tangent curve to the left having a delta angle of 10 degrees 19 minutes 33 seconds, a radius of 3,644.79 feet and being subtended by a chord which bears North 13 degrees 43 minutes 14 seconds East a distance of 655.97 feet;

THENCE along said curve to the left an arc length of 656.86 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars" at the end of said curve;

THENCE departing the westerly line of said LFC Land Company, LLC tract, South 81 degrees 23 minutes 06 seconds East a distance of 116.37 feet to a point for corner;

THENCE South 29 degrees 15 minutes 21 seconds East a distance of 42.79 feet to a point for corner at the beginning of a non-tangent curve to the right having a delta angle of 143 degrees 06 minutes 25 seconds, a radius of 50.00 feet and being subtended by a chord which bears South 47 degrees 42 minutes 09 seconds East a distance of 94.86 feet;

THENCE along said curve to the right an arc length of 124.88 feet to a point at the end of said curve;

THENCE South 67 degrees 39 minutes 58 seconds East a distance of 101.32 feet to a point for corner;

THENCE South 56 degrees 30 minutes 30 seconds East a distance of 60.10 feet to a point for corner;

THENCE South 55 degrees 00 minutes 25 seconds East a distance of 117.58 feet to a point for corner;

THENCE South 48 degrees 17 minutes 44 seconds East a distance of 116.56 feet to a point for corner;

THENCE South 41 degrees 36 minutes 59 seconds East a distance of 116.46 feet to a point for corner;

THENCE South 40 degrees 10 minutes 06 seconds East a distance of 55.03 feet to a point for corner;

THENCE South 62 degrees 14 minutes 09 seconds East a distance of 43.36 feet to a point for corner;

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THENCE South 75 degrees 31 minutes 39 seconds East a distance of 73.94 feet to a point for corner;

THENCE South 66 degrees 03 minutes 20 seconds East a distance of 47.22 feet to a point for corner;

THENCE South 49 degrees 55 minutes 04 seconds East a distance of 25.14 feet to a point for corner;

THENCE South 06 degrees 42 minutes 22 seconds West a distance of 103.27 feet to a point for corner at the beginning of a non-tangent curve to the right having a delta angle of 70 degrees 11 minutes 25 seconds, a radius of 50.00 feet and being subtended by a chord which bears South 41 degrees 37 minutes 17 seconds East a distance of 57.49 feet;

THENCE along said curve to the right an arc length of 61.25 feet to a point at the end of said curve;

THENCE South 05 degrees 57 minutes 02 seconds East a distance of 16.58 feet a point for corner;

THENCE North 84 degrees 37 minutes 31 seconds East a distance of 112.31 feet to a point for corner;

THENCE South 55 degrees 06 minutes 34 seconds East a distance of 37.80 feet to a point for corner;

THENCE South 04 degrees 54 minutes 25 seconds West a distance of 83.18 feet to a point for corner;

THENCE South 85 degrees 05 minutes 35 seconds East a distance of 30.00 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars";

THENCE South 04 degrees 54 minutes 25 seconds West a distance of 604.27 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars";

THENCE North 86 degrees 04 minutes 59 seconds West a distance of 79.87 feet to a point for corner;

THENCE South 89 degrees 14 minutes 24 seconds West a distance of 200.97 feet to a point for corner;

THENCE South 77 degrees 30 minutes 52 seconds West a distance of 126.41 feet to a point for corner;

Attachment: Celina Light Farms Development Agreement Sixth Amendment73086 (1246 : Light Farms Sex Offender Extension)

THENCE South 61 degrees 50 minutes 18 seconds West a distance of 96.87 feet to a point for corner;

THENCE South 54 degrees 46 minutes 28 seconds West a distance of 96.73 feet to a point for corner;

THENCE South 41 degrees 05 minutes 29 seconds West a distance of 96.87 feet to a point for corner;

THENCE South 30 degrees 59 minutes 39 seconds West a distance of 473.30 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars" on the northeasterly right-of-way line of the aforementioned Light Farms Way and being the beginning of a non-tangent curve to the left having a delta angle of 00 degrees 35 minutes 50 seconds, a radius of 3,050.00 feet and being subtended by a chord which bears North 61 degrees 15 minutes 36 seconds West a distance of 31.79 feet;

THENCE along the northeasterly right-of-way line of said Light Farms Way the following;

Along said curve to the left an arc length of 31.79 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars" the beginning of a reverse curve to the right having a delta angle of 02 degrees 33 minutes 10 seconds, a radius of 2,950.00 feet and being subtended by a chord which bears North 60 degrees 16 minutes 56 seconds West a distance of 131.42 feet;

Along said curve to the right an arc length of 131.43 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars";

North 59 degrees 00 minutes 21 seconds West a distance of 169.27 feet to the POINT OF BEGINNING and CONTAINING 1,136,817 square feet or 26.098 acres of land, more or less.

INDIGO TRACT 1

BEING a tract of land situated in the John Ragsdale Survey, Abstract No. 734, Collin County, Texas and being a portion of a tract of land described in instrument to LFC Land Company, LLC as recorded in Document No. 20120423000464780 of the Land Records, Collin County Texas and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the southeasterly corner of the Water Tower Addition at Light Farms, an addition to Collin County as recorded in Document No. 2009-424 of the Land Records, Collin County, Texas (L.R.C.C.T.), said point being on the northeasterly right-of-way line of Light Farms Way (a variable width right-of-way) as recorded in Document No. 2009-422 (L.R.C.C.T.);

THENCE along the northeasterly right-of-way line of Light Farms Way the following;

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South 41 degrees 03 minutes 20 seconds East a distance of 64.89 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

South 59 degrees 00 minutes 21 seconds East a distance of 347.10 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a curve to the left having a delta angle of 02 degrees 33 minutes 10 seconds, a radius of 2,950.00 feet and being subtended by a chord which bears South 60 degrees 16 minutes 56 seconds East a distance of 131.42 feet;

Along said curve to the left an arc length of 131.43 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a reverse curve to the right having a delta angle of 00 degrees 35 minutes 50 seconds, a radius of 3,050.00 feet and being subtended by a chord which bears South 61 degrees 15 minutes 36 seconds East a distance of 31.79 feet;

Along said curve to the right an arc length of 31.79 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the end of said curve;

THENCE departing the northerly right-of-way line of said Light Farms Way, North 30 degrees 59 minutes 39 seconds East a distance of 473.30 feet to a point for corner;

THENCE North 41 degrees 05 minutes 29 seconds East a distance of 96.87 feet to a point for corner;

THENCE North 54 degrees 46 minutes 28 seconds East a distance of 96.73 feet to a point for corner;

THENCE North 61 degrees 50 minutes 18 seconds East a distance of 96.87 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

THENCE North 77 degrees 30 minutes 52 seconds East a distance of 126.41 feet to a point for corner;

THENCE North 89 degrees 14 minutes 24 seconds East a distance of 200.97 feet to a point for corner;

THENCE South 86 degrees 04 minutes 59 seconds East a distance of 79.87 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the POINT OF BEGINNING;

THENCE North 04 degrees 54 minutes 25 seconds East a distance of 604.27 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE South 85 degrees 05 minutes 35 seconds East a distance of 30.00 feet to a point for corner;

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THENCE North 57 degrees 21 minutes 10 seconds East a distance of 59.46 feet to a point for corner;

THENCE South 50 degrees 57 minutes 35 seconds East a distance of 139.86 feet to a point for corner at the beginning of a non-tangent curve to the right having a delta angle of 112 degrees 38 minutes 06 seconds, a radius of 50.00 feet and being subtended by a chord which bears South 49 degrees 30 minutes 56 seconds East a distance of 83.21 feet;

THENCE along said curve to the right an arc length of 98.29 feet to a point at the end of said curve;

THENCE South 72 degrees 17 minutes 36 seconds East a distance of 64.12 feet to a point for corner;

THENCE South 57 degrees 53 minutes 14 seconds East a distance of 216.20 feet to a point for corner;

THENCE South 52 degrees 44 minutes 20 seconds East a distance of 133.44 feet to a point for corner;

THENCE South 41 degrees 10 minutes 43 seconds East a distance of 144.43 feet to a point for corner;

THENCE South 37 degrees 40 minutes 41 seconds East a distance of 178.53 feet to a point for corner;

THENCE South 44 degrees 27 minutes 55 seconds East a distance of 124.02 feet to a point for corner;

THENCE South 49 degrees 58 minutes 18 seconds East a distance of 118.82 feet to point for corner;

THENCE South 54 degrees 40 minutes 22 seconds East a distance of 146.99 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE South 35 degrees 38 minutes 52 seconds West a distance of 132.57 feet to a point for corner at the beginning of a non-tangent curve to the left having a delta angle of 06 degrees 47 minutes 50 seconds, a radius of 200.00 feet and being subtended by a chord which bears South 65 degrees 22 minutes 15 seconds East a distance of 23.71 feet;

THENCE along said curve to the left an arc length of 23.73 feet to a point at the beginning of a reverse curve to the right having a delta angle of 10 degrees 40 minutes 03 seconds, a radius of 200.00 feet and being subtended by a chord which bears South 63 degrees 26 minutes 08 seconds East a distance of 37.18 feet;

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THENCE along said curve to the right an arc distance of 37.24 feet to a point at the end of said curve;

THENCE South 58 degrees 06 minutes 07 seconds East a distance of 23.48 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

THENCE North 75 degrees 40 minutes 30 seconds East a distance of 27.67 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" on the northwesterly right-of-way line of the aforementioned Light Farms Way and being the beginning of a non-tangent curve to the right having a delta angle of 05 degrees 49 minutes 25 seconds, a radius of 1,230.00 feet and being subtended by a chord which bears South 31 degrees 53 minutes 53 seconds West a distance of 124.96 feet;

THENCE along the along northerly right-of-way line of said Light Farms Way and said curve to the right an arc distance of 125.02 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the end of said curve;

THENCE departing the northwesterly right-of-way line of said Light Farms Way, North 11 degrees 52 minutes 04 seconds West a distance of 27.68 feet to a point for corner at the beginning of a non-tangent curve to the right having a delta angle of 20 degrees 13 minutes 54 seconds, a radius of 300.00 feet and being subtended by a chord which bears North 47 degrees 34 minutes 18 seconds West a distance of 105.38 feet;

THENCE along said curve to the right an arc length of 105.93 feet to a point at the end of said curve;

THENCE North 77 degrees 14 minutes 25 seconds West a distance of 15.28 feet to a point for corner;

THENCE South 41 degrees 13 minutes 35 seconds West a distance of 9.15 feet to a point for corner;

THENCE North 49 degrees 43 minutes 37 seconds West a distance of 50.00 feet to a point for corner;

THENCE North 41 degrees 34 minutes 24 seconds East a distance of 14.75 feet to a point for corner;

THENCE North 01 degrees 44 minutes 58 seconds West a distance of 14.02 feet to a point for corner at the beginning of a non-tangent curve to the left having a delta angle of 06 degrees 22 minutes 54 seconds, a radius of 400.00 feet and being subtended by a chord which bears North 51 degrees 09 minutes 40 seconds West a distance of 44.53feet;

THENCE along said curve to the left an arc length of 44.55 feet to a point at the end of said curve;

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THENCE North 54 degrees 21 minutes 08 seconds West a distance of 64.12 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE South 36 degrees 54 minutes 38 seconds West a distance of 129.56 feet to a point for corner;

THENCE South 41 degrees 46 minutes 12 seconds West a distance of 59.05 feet to a point for corner;

THENCE South 45 degrees 23 minutes 09 seconds West a distance of 86.87 feet to a point for corner;

THENCE South 51 degrees 20 minutes 24 seconds West a distance of 90.33 feet to a point for corner;

THENCE South 57 degrees 53 minutes 01 seconds West a distance of 118.14 feet to a point for corner;

THENCE South 65 degrees 18 minutes 59 seconds West a distance of 118.12 feet to a point for corner;

THENCE South 70 degrees 57 minutes 25 seconds West a distance of 76.20 feet to a point for corner;

THENCE South 77 degrees 11 minutes 21 seconds West a distance of 101.04 feet to a point for corner;

THENCE South 83 degrees 53 minutes 44 seconds West a distance of 126.18 feet to a point for corner;

THENCE South 04 degrees 54 minutes 25 seconds West a distance of 2.29 feet to a point for corner;

THENCE North 85 degrees 05 minutes 35 seconds West a distance of 200.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE North 04 degrees 54 minutes 25 seconds East a distance of 147.56 feet to a point for corner at the beginning of a non-tangent curve to the right having a delta angle of 02 degrees 50 minutes 53 seconds, a radius of 625.00 feet and being subtended by a chord which bears North 70 degrees 03 minutes 21 seconds West a distance of 31.06 feet;

THENCE along said curve to the right an arc length of 31.07 feet to a point at the end of said curve;

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THENCE North 21 degrees 22 minutes 05 seconds East a distance of 50.00 feet to a point for corner at the beginning of a non-tangent curve to the left having a delta angle of 01 degrees 38 minutes 18 seconds, a radius of 575.00 feet and being subtended by a chord which bears South 69 degrees 27 minutes 04 seconds East a distance of 16.44 feet;

THENCE along said curve to the left an arc length of 16.44 feet to a point at the end of said curve;

THENCE North 04 degrees 54 minutes 25 seconds East a distance of 480.68 feet to the POINT OF BEGINNING and containing 926,572 Square Feet or 21.271 Acres of land, more or less.

GRANGE TRACT 1

BEING a tract of land situated in the John Ragsdale Survey, Abstract No. 734, Collin County, Texas and being a portion of a tract of land described in instrument to LFC Land Company, LLC as recorded in Document No. 20120423000464780 of the Land Records, Collin County Texas (L.R.C.C.T.) and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" on the westerly right-of-way line of Light Farms Way (a variable width right-of-way) as recorded in Document No. 2009-422 (L.R.C.C.T.) and being the beginning of a curve to the left having a delta angle of 02 degrees 25 minutes 43 seconds, a radius of 1,560.00 feet and being subtended by a chord which bears North 20 degrees 16 minutes 54 seconds East a distance of 66.12 feet;

THENCE along the westerly right-of-way line of Light Farms Way and said curve to the left an arc length of 66.13 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the POINT OF BEGINNING;

THENCE departing the westerly right-of-way line of Light Farms Way, North 70 degrees 55 minutes 58 seconds West a distance of 63.85 feet to a point for corner;

THENCE North 60 degrees 59 minutes 29 seconds West a distance of 182.96 feet to a point for corner;

THENCE North 52 degrees 12 minutes 55 seconds West a distance of 172.88 feet to a point for corner;

THENCE North 34 degrees 49 minutes 17 seconds West a distance of 146.11 feet to a point for corner;

THENCE North 51 degrees 27 minutes 14 seconds West a distance of 225.00 feet to a point for corner;

THENCE North 55 degrees 08 minutes 37 seconds West a distance of 69.81 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

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THENCE North 37 degrees 31 minutes 54 seconds East a distance of 184.33 feet to a point for corner at the beginning of a non-tangent curve to the left having a delta angle of 00 degrees 35 minutes 56 seconds, a radius of 1,225.00 feet and being subtended by a chord which bears North 52 degrees 46 minutes 03 seconds West, a distance of 12.80 feet;

THENCE along said curve to the left an arc length of 12.80 feet to a point at the end of said curve;

THENCE North 38 degrees 13 minutes 15 seconds East a distance of 150.49 feet to a point for corner;

THENCE North 40 degrees 01 minutes 33 seconds East a distance of 67.34 feet to a point for corner;

THENCE North 52 degrees 51 minutes 00 seconds East a distance of 50.91 feet to a point for corner;

THENCE North 62 degrees 57 minutes 40 seconds East a distance of 84.60 feet to a point for corner;

THENCE South 18 degrees 50 minutes 52 seconds East a distance of 41.62 feet to a point for corner;

THENCE North 71 degrees 09 minutes 08 seconds East a distance of 136.39 feet to a point for corner;

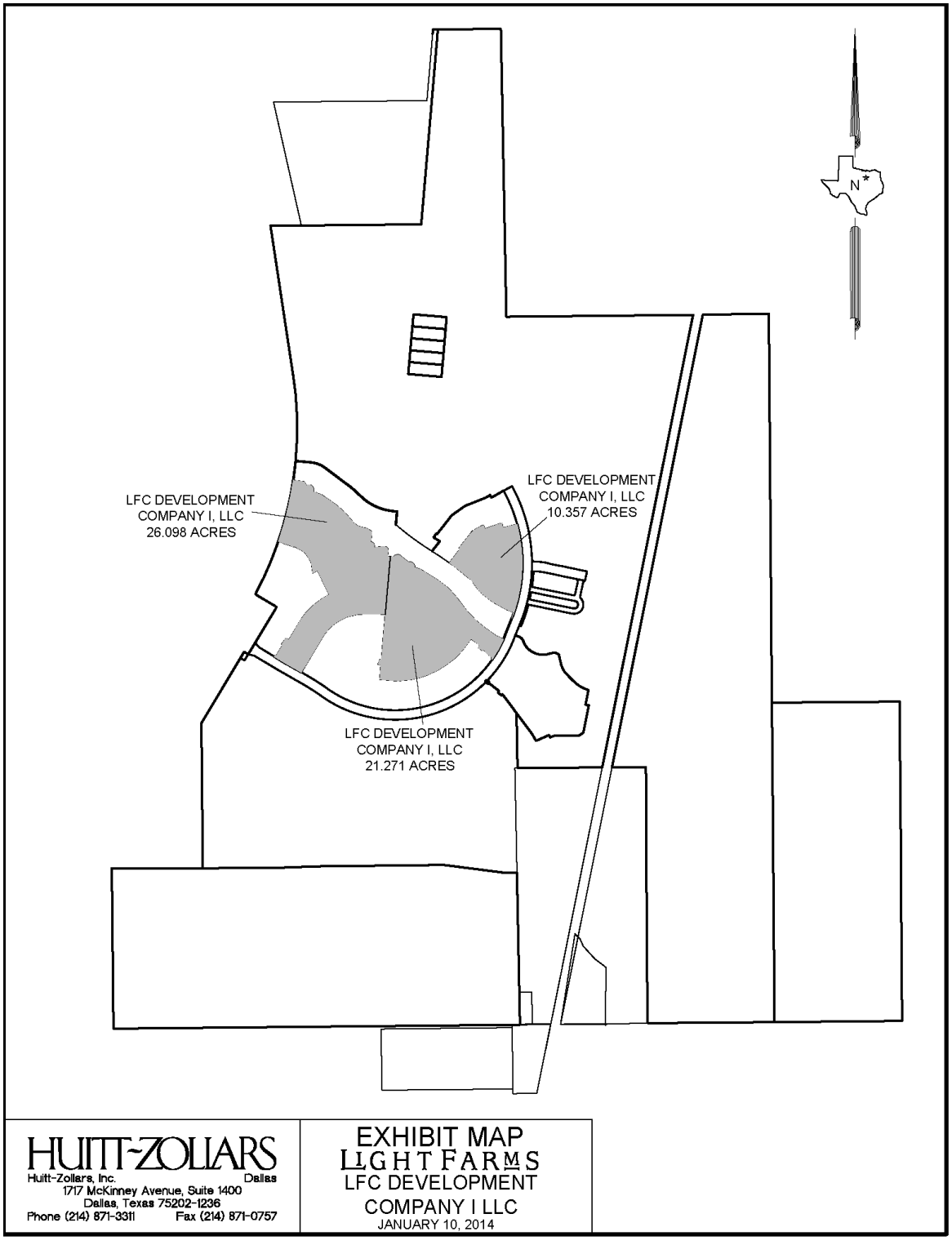
THENCE North 72 degrees 43 minutes 35 seconds East a distance of 50.00 feet to a point at the beginning of a non-tangent curve to the right having a delta angle of 02 degrees 05 minutes 06 seconds, a radius of 1,409.00 feet and being subtended by a chord which bears South 16 degrees 13 minutes 52 seconds East, a distance of 51.27 feet;

THENCE along said curve to the right an arc length of 51.27 feet to a point at the end of said curve;

THENCE North 74 degrees 48 minutes 41 seconds East a distance of 151.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" on the westerly right-of-way line of the aforementioned Light Farms Way and being the beginning a non-tangent curve to the right having a delta angle of 34 degrees 15 minutes 21 seconds, a radius of 1,560.00 feet and being subtended by a chord which bears South 01 degrees 56 minutes 21 seconds West a distance of 918.86 feet;

THENCE along the westerly right-of-way line said Light Farms Way and said curve to the right an arc length of 932.69 feet to the POINT OF BEGINNING and containing 451,171 Square Feet or 10.357 Acres of land, more or less.

Attachment: Celina Light Farms Development Agreement Sixth Amendment73086 (1246 : Light Farms Sex Offender Extension)



Attachment: Celina Light Farms Development Agreement Sixth Amendment73086 (1246 : Light Farms Sex Offender Extension)

Exhibit D
Legal Description and Depiction of the LFC Maydelle Property

MAYDELLE AT LIGHT FARMS

BEING a tract of land situated in the John Ragsdale Survey, Abstract No. 734 and in the Collin County School Land Survey No. 14, Abstract No. 167, Collin County, Texas, and being a portion of the 597.17 acre tract of land described as Tract A in instrument to LFC LAND COMPANY, LLC as recorded under Document No. 20120423000464780 of the Land Records of Collin County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" on the southeasterly right-of-way line of Light Farms Way (a 100 foot wide right-of-way at this point as recorded in Volume 2009, Page 422 of the Plat Records of Collin County, Texas) at the southwest corner of Lot 1X, Block A of Homestead Court Addition, an addition to Collin County, Texas within the extra-territorial jurisdiction of the City of Celina, Texas, as recorded in Volume 2009, Page 282 of the Plat Records of Collin County, Texas;

THENCE South 21 degrees 29 minutes 45 seconds West, along the southeasterly right-of-way line of said Light Farms Way, a distance of 107.54 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the POINT OF BEGINNING of the herein described tract;

THENCE South 68 degrees 30 minutes 15 seconds East, departing the southeasterly right-of-way line of said Light Farms Way, a distance of 31.10 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a curve to the right having a central angle of 46 degrees 04 minutes 54 seconds, a radius of 100.00 feet and being subtended by a 78.28 foot chord which bears South 45 degrees 27 minutes 48 seconds East;

THENCE along said curve to the right, an arc distance of 80.43 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" for the point of reverse curvature of a curve to the left having a central angle of 80 degrees 03 minutes 46 seconds, a radius of 218.32 feet and being subtended by a 280.86 foot chord which bears South 62 degrees 27 minutes 14 seconds East;

THENCE along said curve to the left, an arc distance of 305.08 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the end of said curve;

THENCE North 77 degrees 30 minutes 53 seconds East, a distance of 79.32 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE South 65 degrees 31 minutes 25 seconds East, a distance of 46.49 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE South 13 degrees 25 minutes 55 seconds East, a distance of 112.14 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a curve to the left

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having a central angle of 30 degrees 59 minutes 13 seconds, a radius of 200.00 feet and being subtended by a 106.85 foot chord which bears South 28 degrees 55 minutes 32 seconds East;

THENCE along said curve to the left, an arc distance of 108.16 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the end of said curve;

THENCE South 44 degrees 25 minutes 08 seconds East, a distance of 109.46 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a curve to the left having a central angle of 29 degrees 54 minutes 38 seconds, a radius of 350.00 feet and being subtended by a 180.64 foot chord which bears South 59 degrees 22 minutes 27 seconds East;

THENCE along said curve to the left, an arc distance of 182.71 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the end of said curve;

THENCE South 11 degrees 20 minutes 28 seconds West a distance of 154.50 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" for a corner;

THENCE South 78 degrees 39 minutes 32 seconds East a distance of 34.21 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" for a corner;

THENCE South 11 degrees 20 minutes 28 seconds West a distance of 291.91 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" for a corner;

THENCE South 56 degrees 35 minutes 03 seconds West a distance of 53.30 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" for a corner;

THENCE South 89 degrees 32 minutes 42 seconds West a distance of 257.81 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" for a corner;

THENCE South 68 degrees 56 minutes 23 seconds West a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" for a corner, said point being the beginning of a non-tangent curve to the left having a central angle of 6 degrees 33 minutes 20 seconds, a radius of 225.00 feet and being subtended by a 25.73 foot chord which bears North 24 degrees 20 minutes 17 seconds West;

THENCE northwesterly along said curve to the left, an arc distance of 25.74 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" for a corner at the end of said curve;

THENCE South 66 degrees 32 minutes 18 seconds West a distance of 145.89 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" for a corner;

THENCE North 30 degrees 08 minutes 17 seconds West a distance of 83.95 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" for an angle point;

THENCE North 36 degrees 52 minutes 24 seconds West a distance of 513.86 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" for a corner;

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THENCE South 37 degrees 22 minutes 55 seconds West a distance of 14.14 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” for a corner;

THENCE North 52 degrees 37 minutes 05 seconds West a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” for a corner;

THENCE North 37 degrees 22 minutes 55 seconds East a distance of 22.17 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” for a corner;

THENCE North 52 degrees 37 minutes 05 seconds West a distance of 144.58 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” for an angle point;

THENCE North 45 degrees 47 minutes 16 seconds West a distance of 20.00 feet to 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” for a corner on the aforementioned southeasterly right-of-way line of Light Farms Way, said point also being the beginning of a non-tangent curve to the left having a central angle of 22 degrees 42 minutes 58 seconds, a radius of 1,330.00 feet and being subtended by a 523.86 foot chord which bears North 32 degrees 51 minutes 15 seconds East;

THENCE northeasterly along said curve to the left, an arc distance of 527.31 feet to 5/8 inch iron rod found with plastic cap stamped “Huitt-Zollars” at the end of said curve;

THENCE North 21 degrees 29 minutes 45 seconds East continuing along the southeasterly right-of-way line of said Light Farms Way, a distance of 40.11 feet to the POINT OF BEGINNING and containing 15.178 acres of land, more or less.

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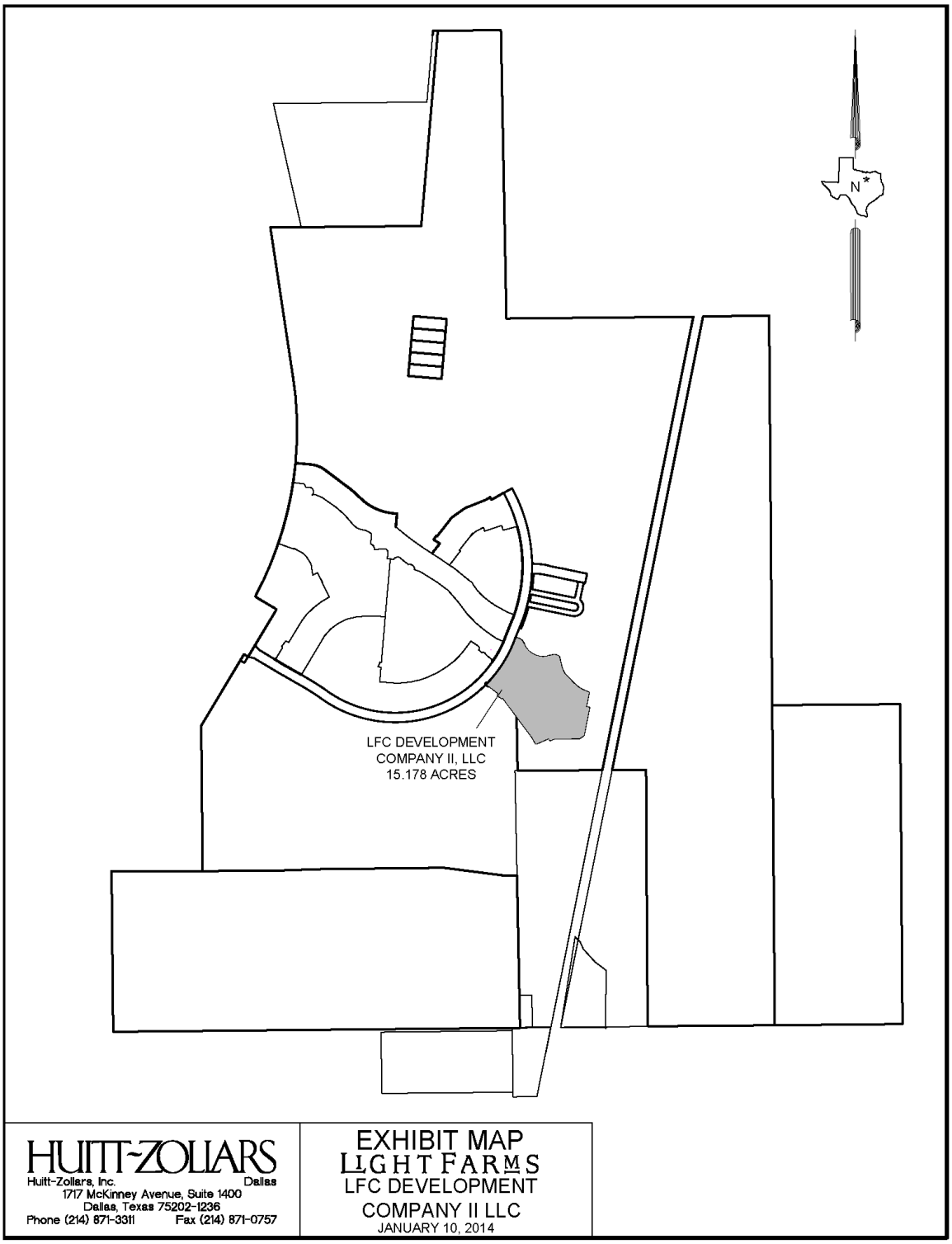

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Exhibit E
Legal Description and Depiction of the LFC BIG Property

Indigo Addition Phase 2

Being a tract of land situated in the John Ragsdale Survey, Abstract No. 734, Collin County, Texas, and being a portion of a 597.17 acre tract described as Tract 'A' in instrument to LFC Land Company, LLC as recorded under Document No. 20120423000464780 of the Official Public Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the southerly corner of Lot 1, Block A of Water Tower Addition at Light Farms, an addition to Collin County within the extra-territorial jurisdiction of the City of Celina, Texas, said point also being on the northeasterly right-of-way line of Light Farms Way (a variable width right-of-way as established by plat recorded in Volume 2009, Page 422 of the Plat Records of Collin County, Texas);

THENCE South 41 degrees 03 minutes 20 seconds East along the northeasterly right-of-way line of said Light Farms Way, a distance of 64.90 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" for an angle point;

THENCE South 59 degrees 00 minutes 20 seconds East along the northeasterly right-of-way line of said Light Farms Way, a distance of 347.10 to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the beginning of a curve to the left having a central angle of 2 degrees 33 minutes 10 seconds, a radius of 2,950.00 feet and being subtended by a 131.42 foot chord which bears South 60 degrees 16 minutes 56 seconds East;

THENCE southeasterly along the northeasterly right-of-way line of said Light Farms Way and curve to the left, an arc distance of 131.43 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the point of reverse curvature of a curve to the right having a central angle of 0 degrees 35 minutes 51 seconds, a radius of 3,050.00 feet and being subtended by a 31.80 foot chord which bears South 61 degrees 15 minutes 36 seconds East;

THENCE southeasterly along the northeasterly right-of-way line of said Light Farms Way and curve to the right, an arc distance of 31.81 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the southeast corner of Lot 2-X, Block B of Light Farms Phase One, an addition to Collin County within the extra-territorial jurisdiction of the City of Celina, Texas, as recorded in Volume 2013, Page 278 of the Plat Records of Collin County, Texas (P.R.C.C.T.) and the POINT OF BEGINNING;

THENCE along the southeasterly and southerly lines of said Light Farms Phase One the following courses:

North 30 degrees 59 minutes 39 seconds East departing the northeasterly right-of-way line of said Light Farms Way, a distance of 473.30 feet to a 5/8 inch iron rod found with plastic cap

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stamped “Huitt-Zollars” at the common easterly corner of Lots 9 and 10, Block B of said Light Farms Phase One;

North 41 degrees 05 minutes 29 seconds East a distance of 96.87 feet to a “MAG” nail found at the common easterly corner of Lots 11 and 12, of said Block B;

North 54 degrees 46 minutes 28 seconds East a distance of 96.73 feet to a 5/8 inch iron rod found with plastic cap stamped “Huitt-Zollars” at the common southerly corner of Lots 13 and 14, of said Block B;

North 61 degrees 50 minutes 18 seconds East a distance of 96.87 feet to a 5/8 inch iron rod found with plastic cap stamped “Huitt-Zollars” at the common southerly corner of Lots 15 and 16, of said Block B;

North 77 degrees 30 minutes 52 seconds East a distance of 126.41 feet to a 5/8 inch iron rod found with plastic cap stamped “Huitt-Zollars” at an angle point in the southerly line of Lot 18 of said Block B;

North 89 degrees 14 minutes 24 seconds East a distance of 200.97 feet to a 5/8 inch iron rod found with plastic cap stamped “Huitt-Zollars” at an angle point in the southerly line of Lot 20 of said Block B;

South 86 degrees 04 minutes 59 seconds East a distance of 79.87 feet to a 5/8 inch iron rod found with plastic cap stamped “Huitt-Zollars” at an inner corner of Lot 6-X of said Block B;

THENCE along the westerly lines of said Light Farms Phase One the following courses:

South 4 degrees 54 minutes 25 seconds West a distance of 480.68 feet to a 5/8 inch iron rod found with plastic cap stamped “Huitt-Zollars” on the northerly right-of-way line of Cottonwood Drive (a 50 foot wide right-of-way as established by plat recorded in Volume 2013, Page 278, P.R.C.C.T.), said point being the beginning of a non-tangent curve to the right having a central angle of 1 degree 38 minutes 18 seconds, a radius of 575.00 feet and being subtended by a 16.44 foot chord which bears North 69 degrees 27 minutes 04 seconds West;

Northwesterly along the northerly right-of-way line of said Cottonwood Drive and curve to the right, an arc distance of 16.44 feet to a 5/8 inch iron rod found with plastic cap stamped “Huitt-Zollars” for a corner;

South 21 degrees 22 minutes 05 seconds West a distance of 50.00 feet to a 5/8 inch iron rod found with plastic cap stamped “Huitt-Zollars” on the southerly right-of-way line of said Cottonwood Drive, said being the beginning of a curve to the left having a central angle of 2 degrees 50 minutes 53 seconds, a radius of 625.00 feet and being subtended by a 31.06 foot chord which bears South 70 degrees 03 minutes 21 seconds East;

Southeasterly along the southerly right-of-way line of said Cottonwood Drive and curve to the left, an arc distance of 31.07 feet to a 5/8 inch iron rod found with plastic cap stamped “Huitt-

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Zollars" at the northwest corner of Lot 3-X, Block H of said Light Farms Phase One and end of said curve;

South 4 degrees 54 minutes 25 seconds West departing the southerly right-of-way line of said Cottonwood Drive, a distance of 147.56 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the southwest corner of Lot 3-X of said Block H;

THENCE along the southerly and southeasterly lines of said Light Farms Phase One the following courses:

South 85 degrees 05 minutes 35 seconds East a distance of 200.00 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" on the easterly right-of-way line of Clearlight Road (a 50 foot wide right-of-way as established by plat recorded in Volume 2013, Page 278, P.R.C.C.T.);

North 4 degrees 54 minutes 25 seconds East along the easterly right-of-way line of said Clearlight Road, a distance of 2.29 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the southwest corner of Lot 1, Block J of said Light Farms Phase One;

North 83 degrees 53 minutes 44 seconds East a distance of 126.18 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at an angle point in the southerly line of Lot 2 of said Block J;

North 77 degrees 11 minutes 21 seconds East a distance of 101.04 feet to a "MAG" nail found at the common southerly corner of Lots 3 and 4 of said Block J;

North 70 degrees 57 minutes 25 seconds East a distance of 76.20 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at an angle point in the southerly line of Lot 5 of said Block J;

North 65 degrees 18 minutes 59 seconds East a distance of 118.12 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at an angle point in the southeasterly line of Lot 6 of said Block J;

North 57 degrees 53 minutes 01 second East a distance of 118.14 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at an angle point in the southeasterly line of Lot 8 of said Block J;

North 51 degrees 20 minutes 24 seconds East a distance of 90.33 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the common southerly corner of Lots 9 and 10 of said Block J;

North 45 degrees 23 minutes 09 seconds East a distance of 86.87 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at an angle point in the southeasterly line of Lot 11 of said Block J;

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North 41 degrees 46 minutes 12 seconds East a distance of 59.05 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at an angle point in the southeasterly line of Lot 12 of said Block J;

North 36 degrees 54 minutes 38 seconds East a distance of 129.56 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" on the southwesterly right-of-way line of Wildrye Ridge (a variable width right-of-way as established by plat recorded in Volume 2013, Page 278, P.R.C.C.T.), said point also being the east corner of Lot 13, Block J of said Light Farms Phase One;

THENCE southeasterly along the southwesterly right-of-way line of said Wildrye Ridge the following courses:

South 54 degrees 21 minutes 01 seconds East a distance of 65.37 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a curve to the right having a central angle of 6 degrees 12 minutes 10 seconds, a radius of 400.00 feet and being subtended by a 43.28 foot chord which bears South 51 degrees 04 minutes 18 seconds East;

Southeasterly along said curve to the right, an arc distance of 43.30 feet to an "X" cut found in concrete at the end of said curve;

South 1 degrees 44 minutes 58 seconds East a distance of 14.02 feet to an "X" cut found in concrete at the beginning of a non-tangent curve to the left having a central angle of 2 degrees 36 minutes 02 seconds, a radius of 325.00 feet and being subtended by a 14.75 foot chord which bears South 41 degrees 34 minutes 24 seconds West;

Southwesterly along said curve to the left, an arc distance of 14.75 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the end of said curve;

South 49 degrees 43 minutes 37 seconds East a distance of 50.00 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the beginning of a non-tangent curve to the right having a central angle of 1 degree 54 minutes 25 seconds, a radius of 275.00 feet and being subtended by a 9.15 foot chord which bears North 41 degrees 13 minutes 35 seconds East;

Northeasterly along said curve to the right, an arc distance of 9.15 feet to an "X" cut found in concrete at the end of said curve;

South 77 degrees 14 minutes 25 seconds East a distance of 15.28 feet to an "X" cut found in concrete at the beginning of a non-tangent curve to the left having a central angle of 20 degrees 13 minutes 54 seconds, a radius of 300.00 feet and being subtended by a 105.38 foot chord which bears South 47 degrees 34 minutes 18 seconds East;

Southeasterly along said curve to the left, an arc distance of 105.93 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the end of said curve;

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South 11 degrees 52 minutes 04 seconds East a distance of 27.68 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" on the northerly right-of-way line of aforementioned Light Farms Way (a 100 foot wide right-of-way at this point), said point being the beginning of a non-tangent curve to the right having a central angle of 90 degrees 17 minutes 04 seconds, a radius of 1,230.00 feet and being subtended by a 1,743.80 foot chord which bears South 79 degrees 57 minutes 07 seconds West;

THENCE westerly along the northerly right-of-way line of said Light Farms Way and curve to the right, an arc distance of 1,938.19 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the point of reverse curvature of a curve to the left having a central angle of 6 degrees 03 minutes 20 seconds, a radius of 3,050.00 feet and being subtended by a 322.20 foot chord which bears North 57 degrees 56 minutes 01 seconds West;

THENCE northwesterly along the northeasterly right-of-way line of said Light Farms Way, an arc distance of 322.35 feet to the POINT OF BEGINNING and containing 22.014 acres of land, more or less.

The Grange Addition Phase 2

Being a tract of land situated in the John Ragsdale Survey, Abstract No. 734, and the Collin County School Land Survey No. 14, Abstract No. 167, Collin County, Texas, and being a portion of a 597.17 acre tract described as Tract 'A' in instrument to LFC Land Company, LLC as recorded under Document No. 20120423000464780 of the Official Public Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the westerly corner of Lot 14, Block M of Light Farms Phase One, an addition to Collin County within the extra-territorial jurisdiction of the City of Celina, Texas, as recorded in Volume 2013, Page 278 of the Plat Records of Collin County, Texas (P.R.C.C.T.), said point also being on the northeasterly line of Lot 13-X, Drainage Easement and Open Space of said Light Farms Phase One;

THENCE North 55 degrees 08 minutes 38 seconds West along the northeasterly line of said Lot 13-X, a distance of 137.73 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at an angle point;

THENCE North 58 degrees 11 minutes 01 second West continuing along the northeasterly line of said Lot 13-X, a distance of 80.28 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the beginning of a curve to the right having a central angle of 1 degree 08 minutes 27 seconds, a radius of 3,000.00 feet and being subtended by a 59.74 foot chord which bears North 57 degrees 36 minutes 49 seconds West;

THENCE northwesterly along the northeasterly line of said Lot 13-X and curve to the right, an arc distance of 59.74 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" for a corner;

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THENCE North 31 degrees 56 minutes 57 seconds East departing the northeasterly line of said Lot 13-X, a distance of 129.83 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" for an angle point;

THENCE North 32 degrees 46 minutes 49 seconds East a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" for a corner, said point being the beginning of a non-tangent curve to the left having a central angle of 0 degrees 20 minutes 27 seconds, a radius of 2,619.00 feet and being subtended by a 15.58 foot chord which bears South 57 degrees 30 minutes 48 seconds East;

THENCE southeasterly along said curve to the left, an arc distance of 15.58 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" for a corner;

THENCE North 31 degrees 56 minutes 57 seconds East a distance of 147.40 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" for a corner;

THENCE North 51 degrees 27 minutes 14 seconds West a distance of 70.47 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" for a corner;

THENCE North 54 degrees 50 minutes 59 seconds East a distance of 246.13 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" for an angle point;

THENCE North 58 degrees 58 minutes 35 seconds East a distance of 67.99 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" for an angle point;

THENCE North 65 degrees 18 minutes 10 seconds East a distance of 67.97 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" for an angle point;

THENCE North 70 degrees 49 minutes 45 seconds East a distance of 119.72 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" for a corner, said point being the beginning of a non-tangent curve to the right having a central angle of 3 degrees 31 minutes 39 seconds, a radius of 275.00 feet and being subtended by a 16.93 foot chord which bears South 48 degrees 26 minutes 29 seconds East;

THENCE southeasterly along said curve to the right, an arc distance of 16.93 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" for a corner;

THENCE North 43 degrees 19 minutes 21 seconds East a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" for a corner;

THENCE North 60 degrees 46 minutes 56 seconds East a distance of 144.73 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" for an angle point;

THENCE North 58 degrees 10 minutes 37 seconds East a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" for a corner, said point being the beginning of a non-tangent curve to the right having a central angle of 16 degrees 38 minutes 04 seconds, a

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radius of 1,560.00 feet and being subtended by a 451.32 foot chord which bears South 23 degrees 30 minutes 21 seconds East;

THENCE southeasterly along said curve to the right, passing a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the most northerly northwest corner of Light Farms Way (a 100 foot wide right-of-way as established by plat recorded in Volume 2009, Page 422, P.R.C.C.T.) at an arc distance of 75.95 feet and continuing southeasterly along said curve to the right and westerly right-of-way line of said Light Farms Way for a total arc distance of 452.91 feet to an "X" cut found in concrete at the northeast corner of Lot 5, Block P of said Light Farms Phase One;

THENCE along the northerly and northwesterly lines of said Light Farms Phase One the following courses:

South 74 degrees 48 minutes 41 seconds West departing the westerly right-of-way line of said Light Farms Way, a distance of 151.00 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the northwest corner of Lot 5, Block P of said Light Farms Phase One, said point being on the easterly right-of-way line of Springhouse Way (a 50 foot wide right-of-way as established by plat recorded in Volume 2013, Page 278, P.R.C.C.T.) and the beginning of a non-tangent curve to the left having a central angle of 2 degrees 05 minutes 06 seconds, a radius of 1,409.00 feet and being subtended by a 51.27 foot chord which bears North 16 degrees 13 minutes 52 seconds West;

Northwesterly along the easterly right-of-way line of said Springhouse Way and curve to the left, an arc distance of 51.27 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" for a corner;

South 72 degrees 43 minutes 35 seconds West a distance of 50.00 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" on the westerly right-of-way line of said Springhouse Way, said point also being the northeast corner of Lot 5, Block O of said Light Farms Phase One;

South 71 degrees 09 minutes 08 seconds West a distance of 136.39 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the northwest corner of said Lot 5, Block O;

North 18 degrees 50 minutes 52 seconds West a distance of 41.62 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the northeast corner of Lot 4 of said Block O;

South 62 degrees 57 minutes 40 seconds West a distance of 84.60 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at an angle point in the northerly line of said Lot 4, Block O;

South 52 degrees 51 minutes 00 seconds West a distance of 50.91 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at an angle point in the northwesterly line of Lot 3 of said Block O;

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South 40 degrees 01 minute 33 seconds West a distance of 67.34 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the common westerly corner of Lots 2 and 3 of said Block O;

South 38 degrees 13 minutes 15 seconds West a distance of 150.49 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the west corner of Lot 1 of said Block O, said point being on the northeasterly right-of-way line of Cypress Creek (a 50 foot wide right-of-way as established by plat recorded in Volume 2013, Page 278, P.R.C.C.T.) and the beginning of a non-tangent curve to the right having a central angle of 0 degrees 35 minutes 56 seconds, a radius of 1,225.00 feet and being subtended by a 12.80 foot chord which bears South 52 degrees 46 minutes 04 seconds East;

Southeasterly along the northeasterly right-of-way line of said Cypress Creek and curve to the right, an arc distance of 12.80 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" for a corner at the end of said curve;

South 37 degrees 31 minutes 54 seconds West departing the northeasterly right-of-way line of said Cypress Creek, a distance of 184.33 feet to the POINT OF BEGINNING and containing 7.306 acres of land, more or less.

Bluestem Addition Phase 2

Being a tract of land situated in the John Ragsdale Survey, Abstract No. 734, Collin County, Texas, and being a portion of a 597.17 acre tract described as Tract 'A' in instrument to LFC Land Company, LLC as recorded under Document No. 20120423000464780 of the Official Public Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the southerly corner of Lot 1, Block A of Water Tower Addition at Light Farms, an addition to Collin County within the extra-territorial jurisdiction of the City of Celina, Texas, said point also being on the northerly right-of-way line of Light Farms Way (a variable width right-of-way as established by plat recorded in Volume 2009, Page 422 of the Plat Records of Collin County, Texas);

THENCE North 30 degrees 59 minutes 39 seconds East along the southeasterly line of said Lot 1, Block A, a distance of 435.60 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" for the east corner of said Lot 1, Block A;

THENCE North 59 degrees 00 minutes 20 seconds West along the northeasterly line of said Lot 1, Block A, a distance of 260.21 to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" on the northwesterly line of the aforementioned 597.17 acre tract, said point being the beginning of a non-tangent curve to the left having a central angle of 9 degrees 27 minutes 47 seconds, a radius of 3,644.79 feet and being subtended by a 601.30 foot chord which bears North 23 degrees 37 minutes 01 seconds East;

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THENCE departing the northeasterly line of said Lot 1, Block A and continuing northeasterly along the northwesterly line of said 597.17 acre tract and curve to the left, an arc distance of 601.98 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the southwest corner of Lot 25, Block A of Light Farms Phase One, an addition to Collin County within the extra-territorial jurisdiction of the City of Celina, Texas, as recorded in Volume 2013, Page 278 of the Plat Records of Collin County, Texas (P.R.C.C.T.);

THENCE along the southerly and southwesterly lines of said Light Farms Phase One the following courses:

South 71 degrees 06 minutes 53 seconds East a distance of 170.00 feet 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" on the easterly right-of-way line of Fieldview Court (a 50 foot wide right-of-way as established by plat recorded in Volume 2013, Page 278, P.R.C.C.T.) said point being the beginning of a non-tangent curve to the left having a central angle of 0 degrees 06 minutes 50 seconds, a radius of 3,814.79 feet and being subtended by a 7.58 foot chord which bears North 18 degrees 49 minutes 42 seconds East;

Northeasterly along the easterly right-of-way line of said Fieldview Court and curve to the left, an arc distance of 7.58 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the southwest corner of Lot 9, Block D of said Light Farms Phase One;

South 61 degrees 02 minutes 49 seconds East a distance of 105.94 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the common southerly corner of Lots 10 and 11, Block D of said Light Farms Phase One;

South 47 degrees 32 minutes 46 seconds East a distance of 47.67 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the common southerly corner of Lots 11 and 12, Block D of said Light Farms Phase One;

South 31 degrees 32 minutes 08 seconds East a distance of 94.89 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the common westerly corner of Lots 13 and 14, Block D of said Light Farms Phase One;

South 09 degrees 39 minutes 51 seconds East a distance of 117.46 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the southwest corner of Lot 15, Block D of said Light Farms Phase One;

North 63 degrees 30 minutes 01 seconds East a distance of 55.53 feet to a "MAG" nail found at the northwest corner of Lot 16, Block D of said Light Farms Phase One;

South 26 degrees 28 minutes 59 seconds East a distance of 116.03 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the southwest corner of said Lot 16, Block D, said point being on the northerly right-of-way line of Wagon Wheel Way (a 50 foot wide right-of-way as established by plat recorded in Volume 2013, Page 278, P.R.C.C.T.) and being the beginning of a non-tangent curve to the left having a central angle of 0 degrees 10 minutes 09

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seconds, a radius of 945.00 feet and being subtended by a 2.79 foot chord which bears South 63 degrees 25 minutes 56 seconds West;

Southwesterly along the northerly right-of-way line of said Wagon Wheel Way and curve to the left, an arc distance of 2.79 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" for a corner;

South 26 degrees 39 minutes 08 seconds East a distance of 164.81 feet to a "MAG" nail found at the southwest corner of Lot 14, Block C of said Light Farms Phase One;

THENCE along the northwesterly lines of said Light Farms Phase One the following courses:

South 59 degrees 28 minutes 14 seconds West a distance of 98.41 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at angle point in the northwesterly line of Lot 30, Block C of said Light Farms Phase One;

South 52 degrees 30 minutes 56 seconds West a distance of 98.38 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at an angle point in the northwesterly line of Lot 31, Block C of said Light Farms Phase One;

South 45 degrees 33 minutes 45 seconds West a distance of 98.42 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at an angle point in the northwesterly line of Lot 33, Bock C of said Light Farms Phase One;

South 38 degrees 07 minutes 30 seconds West a distance of 84.25 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at a common westerly corner of Lots 34 and 35, Block C of said Light Farms Phase One;

South 32 degrees 30 minutes 14 seconds West a distance of 64.26 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at an point in the northwesterly line of Lot 36, Block C of said Light Farms Phase One;

South 30 degrees 59 minutes 39 seconds West a distance of 205.00 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the most westerly corner of Lot 39, Block C of said Light Farms Phase One, said point also being on the northeasterly line of Lot 4-X of said Block C;

North 59 degrees 00 minutes 21 seconds West along the northeasterly line of said Lot 4-X, Block C, a distance of 34.41 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the northwesterly corner of said Lot 4-X, Block C;

South 35 degrees 57 minutes 46 seconds West a distance of 71.29 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" on the southwesterly right-of-way line of Partridge Drive (a 50 foot wide right-of-way as established by plat recorded in Volume 2013, Page 278, P.R.C.C.T.), said point being the beginning of a non-tangent curve to the left having a

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central angle of 0 degrees 19 minutes 51 seconds, a radius of 375.00 feet and being subtended by a 2.17 foot chord which bears South 54 degrees 12 minutes 10 seconds East;

Southeasterly along the southwesterly right-of-way line of said Partridge Drive and curve to the left, an arc distance of 2.17 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the northerly end of a westerly right-of-way corner clip with Sage Way (an 80 foot wide right-of-way as established by plat recorded in Volume 2013, Page 278, P.R.C.C.T.);

South 17 degrees 04 minutes 17 seconds East along said westerly right-of-way corner clip with Sage Way, a distance of 16.13 feet to an "X" cut found in concrete at the southerly end of said westerly right-of-way corner clip of Sage Way;

South 30 degrees 59 minutes 39 seconds West along the northwesterly right-of-way line of Sage Way, a distance of 122.20 feet to an "X" cut found in concrete at the easterly corner of a westerly right-of-way corner clip of Sage Way at the aforementioned Light Farms Way;

South 75 degrees 59 minutes 39 seconds West along the westerly right-of-way corner clip of Sage Way at Light Farms Way, a distance of 28.28 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the westerly corner of said right-of-way corner clip, said point being on the northeasterly right-of-way line of said Light Farms Way;

THENCE North 59 degrees 00 minutes 21 seconds West along the northeasterly right-of-way line of said Light Farms Way, a distance of 177.84 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at an angle point;

THENCE North 41 degrees 03 minutes 20 seconds West along the northeasterly right-of-way line of said Light Farms Way, a distance of 64.90 feet to the POINT OF BEGINNING and containing 11.072 acres of land, more or less.

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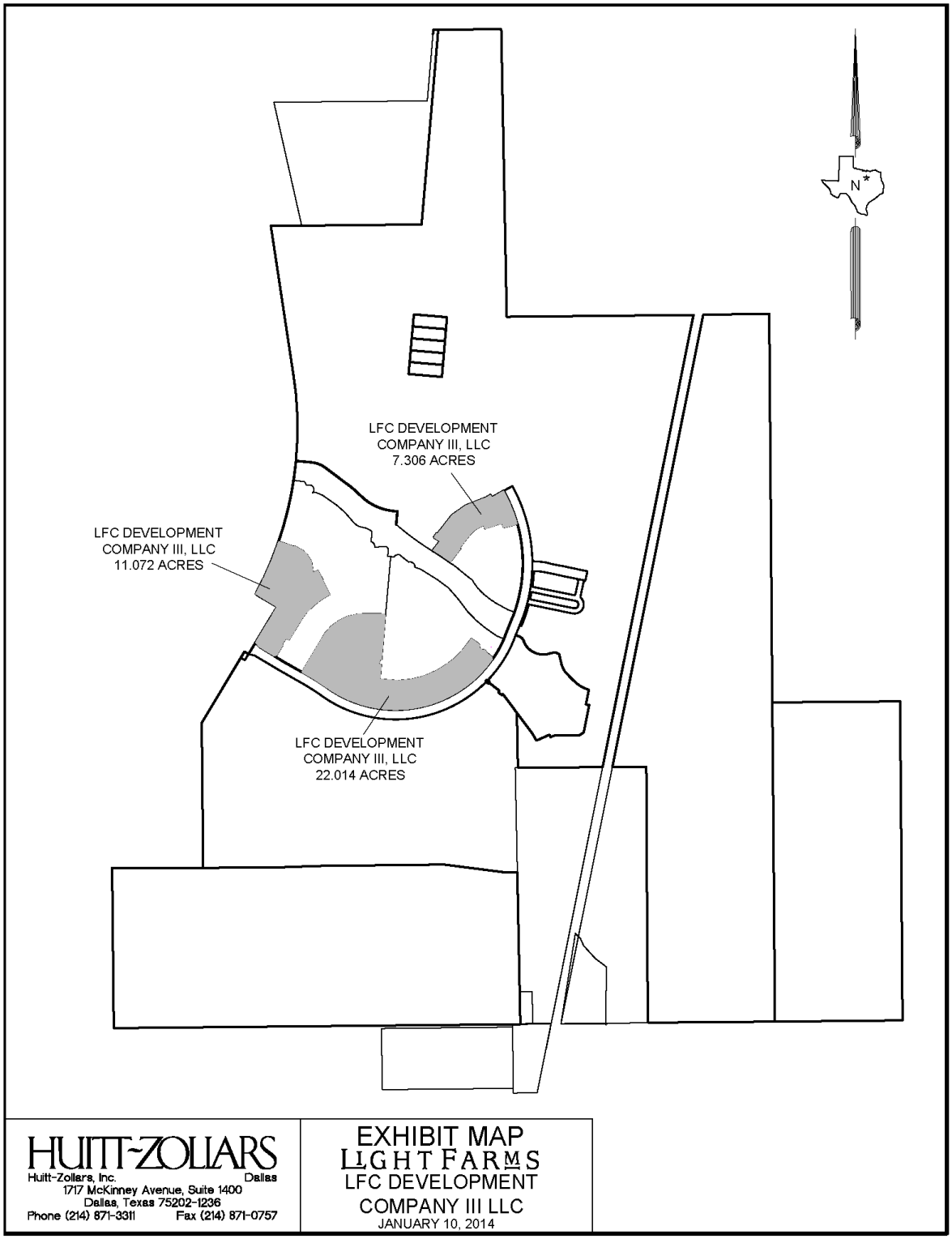

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Exhibit F
Legal Description and Depiction of the MUD-Owned Property

LAND DESCRIPTION HOMESTEAD COURT and COMMONS DRIVE RIGHT-OF-WAY

BEING, a tract of land situated in the Collin County School Land Survey No. 14, Abstract No. 167, Collin County, Texas, and being a portion of a tract of land as described in instrument to Forestar/RPG Land Company, LLC as recorded under Document No. 20070221000239380 Land Records of Collin County, Texas (L.R.C.C.T.), and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod found with cap stamped "Huitt-Zollars" at an inner corner of a tract of land as described in instrument to Collin County Municipal Utility District No. 1, as recorded in Document No. 20080225000217970 (L.R.C.C.T.), said corner being the southeast corner of the intersection of Light Farms Way (a 100' ROW) with Cypress Creek (a 100' ROW) as shown on Exhibit "B" of said Collin County Municipal Utility District No. 1 tract;

THENCE, North 47 degrees 10 minutes 14 seconds East, along the southeasterly line of said Collin County Municipal Utility District No. 1 tract, a distance of 28.77 feet to a 5/8 inch iron rod found with cap stamped "Huitt-Zollars" and being the beginning of non-tangent curve to the right;

THENCE, continuing along a southerly line of said Collin County Municipal Utility District No. 1 tract along said curve to the right having a central angle of 10 degrees 31 minutes 16 seconds, a radius of 710.00 feet and an arc distance of 130.38 feet, being subtended by a chord which bears South 83 degrees 38 minutes 52 seconds East, a distance of 130.19 feet to a 5/8 inch iron rod found with cap stamped "Huitt-Zollars" at the end of said curve;

THENCE, South 78 degrees 23 minutes 14 seconds East, continuing along the southerly line of said Collin County Municipal Utility District No. 1 tract, a distance of 324.77 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars" at the **POINT OF BEGININNG**;

THENCE, South 78 degrees 23 minutes 14 seconds East, continuing along the southerly line of said Collin County Municipal Utility District No. 1 tract a distance of 92.00 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars";

THENCE, departing the southerly line of said Collin County Municipal Utility District No. 1 tract South 50 degrees 16 minutes 22 seconds West a distance of 25.61 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars";

THENCE, South 11 degrees 36 minutes 46 seconds West a distance of 154.52 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars";

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THENCE, South 17 degrees 55 minutes 28 seconds East a distance of 17.40 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars" and being the beginning of non-tangent curve to the right;

THENCE, along a curve to the right having a central angle of 146 degrees 03 minutes 29 seconds, a radius of 95.00 feet and an arc length of 242.17 feet, being subtended by a chord of South 28 degrees 35 minutes 02 seconds West a distance of 181.73 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars" at the end of said curve;

THENCE, North 78 degrees 23 minutes 14 seconds West a distance of 468.75 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars";

THENCE, South 58 degrees 27 minutes 13 seconds West a distance of 29.18 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars" on the easterly line of said Collin County Municipal Utility District No. 1 tract and being the beginning of non-tangent curve to the left;

THENCE, along the easterly line of said Collin County Municipal Utility District No. 1 tract and along a curve to the left having a central angle of 3 degrees 18 minutes 54 seconds, a radius of 1,660.00 feet and an arc length of 96.04 feet, being subtended by a chord of North 13 degrees 53 minutes 47 seconds East a distance of 96.03 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars" at the end of said curve;

THENCE, departing the easterly line of said Collin County Municipal Utility District No. 1 tract, South 32 degrees 54 minutes 33 seconds East a distance of 28.05 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars";

THENCE, South 78 degrees 23 minutes 14 seconds East a distance of 466.54 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars" and being the beginning of non-tangent curve to the left;

THENCE, along a curve to the left having a central angle of 180 degrees 00 minutes 00 seconds, a radius of 39.00 feet and an arc length of 122.52 feet, being subtended by a chord of North 11 degrees 36 minutes 46 seconds East a distance of 78.00 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars" at the end of said curve;

THENCE, North 78 degrees 23 minutes 14 seconds West a distance of 466.58 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars";

THENCE, South 56 degrees 06 minutes 21 seconds West a distance of 28.03 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars" on the easterly line of said Collin County Municipal Utility District No. 1 tract and being the beginning of non-tangent curve to the left ;

THENCE, along the easterly line of said Collin County Municipal Utility District No. 1 tract and along a curve to the left having a central angle of 3 degrees 18 minutes 55 seconds, a radius of 1,660.00 feet and an arc length of 96.05 feet, being subtended by a chord of North 09 degrees

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16 minutes 10 seconds East a distance of 96.04 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars" at the end of said curve;

THENCE, departing the easterly line of said Collin County Municipal Utility District No. 1 tract, South 35 degrees 15 minutes 34 seconds East a distance of 29.20 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars";

THENCE, South 78 degrees 23 minutes 14 seconds East a distance of 447.31 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars";

THENCE, North 56 degrees 36 minutes 46 seconds East a distance of 14.14 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars";

THENCE, North 11 degrees 36 minutes 46 seconds East a distance of 143.47 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars";

THENCE, North 33 degrees 23 minutes 14 seconds West a distance of 28.28 feet to the **POINT OF BEGINNING** and containing 1.780 acres of land, more or less.

LAND DESCRIPTION LOT 1X, BLOCK A

BEING, a tract of land situated in the Collin County School Land Survey No. 14, Abstract No. 167, Collin County, Texas, and being a portion of a tract of land as described in instrument to Forestar/RPG Land Company, LLC as recorded under Document No. 20070221000239380 Land Records of Collin County, Texas (L.R.C.C.T.), and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod found with cap stamped "Huitt-Zollars" at an inner corner of a tract of land as described in instrument to Collin County Municipal Utility District No. 1, as recorded in Document No. 20080225000217970 (L.R.C.C.T.), said corner being the southeast corner of the intersection of Light Farms Way (a 100' ROW) with Cypress Creek (a 100' ROW) as shown on Exhibit "B" of said Collin County Municipal Utility District No. 1 tract and being the beginning of non-tangent curve to the right;

THENCE, along an easterly line of said Collin County Municipal Utility District No. 1 tract along said curve to the right having a central angle of 12 degrees 02 minutes 41 seconds, a radius of 1,660.00 feet and an arc distance of 348.96 feet, being subtended by a chord which bears South 09 degrees 31 minutes 54 seconds West, a distance of 348.32 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars" at the **POINT OF BEGININNG**;

THENCE, departing the easterly line of said Collin County Municipal Utility District No. 1 tract, North 58 degrees 27 minutes 13 seconds East a distance of 29.18 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars" and being the beginning of a non-tangent curve to the right;

THENCE, along a curve to the right having a central angle of 6 degrees 38 minutes 58 seconds a radius of 1,680.00 feet and an arc length of 194.97 feet, being subtended by a chord of South 18

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degrees 08 minutes 59 seconds West a distance of 194.86 feet to a 5/8 inch iron rod set with cap stamped “Huitt-Zollars” at the end of said curve;

THENCE, South 21 degrees 29 minutes 45 seconds West a distance of 46.17 feet to a 5/8 inch iron rod set with cap stamped “Huitt-Zollars”;

THENCE, North 68 degrees 30 minutes 15 seconds West a distance of 20.00 feet to a 5/8 inch iron rod set with cap stamped “Huitt-Zollars”;

THENCE, North 21 degrees 29 minutes 45 seconds East a distance of 46.16 feet to a 5/8 inch iron rod set with cap stamped “Huitt-Zollars” and being the beginning of a curve to the left;

THENCE, along a curve to the left having a central angle of 5 degrees 55 minutes 13 seconds a radius of 1,660.00 feet and an arc length of 171.53 feet, being subtended by a chord of North 18 degrees 30 minutes 51 seconds East a distance of 171.45 feet to the **POINT OF BEGININNG** and containing 0.1053 acres of land, more or less.

LAND DESCRIPTION LOT 1X, BLOCK B

BEING, a tract of land situated in the Collin County School Land Survey No. 14, Abstract No. 167, Collin County, Texas, and being a portion of a tract of land as described in instrument to Forestar/RPG Land Company, LLC as recorded under Document No. 20070221000239380 Land Records of Collin County, Texas (L.R.C.C.T.), and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod found with cap stamped “Huitt-Zollars” at an inner corner of a tract of land as described in instrument to Collin County Municipal Utility District No. 1, as recorded in Document No. 20080225000217970 (L.R.C.C.T.), said corner being the southeast corner of the intersection of Light Farms Way (a 100’ ROW) with Cypress Creek (a 100’ ROW) as shown on Exhibit "B" of said Collin County Municipal Utility District No. 1 tract and being the beginning of non-tangent curve to the right;

THENCE, along an easterly line of said Collin County Municipal Utility District No. 1 tract along said curve to the right having a central angle of 7 degrees 25 minutes 04 seconds, a radius of 1,660.00 feet and an arc distance of 214.91 feet, being subtended by a chord which bears South 07 degrees 13 minutes 06 seconds West, a distance of 214.76 feet to a 5/8 inch iron rod set with cap stamped “Huitt-Zollars” at the **POINT OF BEGININNG**;

THENCE, departing the easterly line of said Collin County Municipal Utility District No. 1 tract, North 56 degrees 06 minutes 21 seconds East a distance of 28.03 feet to a 5/8 inch iron rod set with cap stamped “Huitt-Zollars” and being the beginning of non-tangent curve to the right;

THENCE, along said curve to the right having a central angle of 2 degrees 39 minutes 37 seconds having a radius of 1,680.00 feet and an arc length of 78.00 feet, being subtended by a chord of South 11 degrees 35 minutes 00 seconds West a distance of 78.00 feet to a 5/8 inch iron rod set with cap stamped “Huitt-Zollars”;

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THENCE, North 32 degrees 54 minutes 33 seconds West a distance of 28.05 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars" on the easterly line of said Collin County Municipal Utility District No. 1 tract and being the beginning of a non-tangent curve to the left;

THENCE, along the easterly line of said Collin County Municipal Utility District No. 1 tract and along said curve to the left having a central angle of 1 degrees 18 minutes 43 seconds having a radius of 1,660.00 feet and an arc length of 38.01 feet, being subtended by a chord of North 11 degrees 34 minutes 59 seconds East a distance of 38.01 feet to the **POINT OF BEGININNG** and containing 0.0267 acres of land, more or less.

LAND DESCRIPTION LOT 1X, BLOCK C

BEING, a tract of land situated in the Collin County School Land Survey No. 14, Abstract No. 167, Collin County, Texas, and being a portion of a tract of land as described in instrument to Forestar/RPG Land Company, LLC as recorded under Document No. 20070221000239380 Land Records of Collin County, Texas (L.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found with cap stamped "Huitt-Zollars" at an inner corner of a tract of land as described in instrument to Collin County Municipal Utility District No. 1, as recorded in Document No. 20080225000217970 (L.R.C.C.T.), said corner being the southeast corner of the intersection of Light Farms Way (a 100' ROW) with Cypress Creek (a 100' ROW) as shown on Exhibit "B" of said Collin County Municipal Utility District No. 1 tract;

THENCE, North 47 degrees 10 minutes 14 seconds East, along the southeasterly line of said Collin County Municipal Utility District No. 1 tract, a distance of 28.77 feet to a 5/8 inch iron rod found with cap stamped "Huitt-Zollars" and being the beginning of non-tangent curve to the right;

THENCE, departing the southerly line of said Collin County Municipal Utility District No. 1 tract along said curve to the right having a central angle of 5 degrees 32 minutes 31 seconds, a radius of 1,680.00 feet and an arc length of 162.50 feet, being subtended by a chord of South 05 degrees 34 minutes 04 seconds West a distance of 162.43 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars";

THENCE, North 35 degrees 15 minutes 34 seconds West a distance of 29.20 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars" and being the beginning of non-tangent curve to the left;

THENCE, along a curve to the left having a central angle of 4 degrees 06 minutes 09 seconds having a radius of 1,660.00 feet and an arc length of 118.86 feet, being subtended by a chord of North 05 degrees 33 minutes 38 seconds East a distance of 118.83 feet to the **POINT OF BEGININNG** and containing 0.0646 acres of land, more or less.

LIGHT FARMS WAY

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BEING a tract of land situated in the John Ragsdale Survey, Abstract No. 734 and the Collin County School Land Survey No. 14, Abstract No. 167, Collin County, Texas, and being a portion of that tract of land as described in instrument to Collin County Municipal Utility District No. 1 as recorded under Document No.20080225000217970 of the Deed Records, Collin County, Texas (D.R.C.C.T.) and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod set with cap stamped "Huitt-Zollars" at the southeasterly corner of that tract of land as described in instrument to the City of Celina, Texas as recorded under Document No.20071115001546420 (D.R.C.C.T.) and being on the northerly line of said Collin County Municipal Utility District No. 1 tract;

THENCE along the northerly and westerly lines of said Collin County Municipal Utility District No. 1 tract, the following;

South 41 degrees 03 minutes 20 seconds East a distance of 64.89 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars";

South 59 degrees 00 minutes 21 seconds East a distance of 347.10 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars" at the beginning of a curve to the left having a central angle of 02 degrees 33 minutes 10 seconds, a radius of 2,950.00 feet and being subtended by a chord which bears South 60 degrees 16 minutes 56 seconds East a distance of 131.42 feet;

along said curve to the left an arc distance of 131.43 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars" at the beginning of a reverse curve to the right having a central angle of 06 degrees 39 minutes 10 seconds, a radius of 3,050.00 feet and being subtended by a chord which bears South 58 degrees 13 minutes 56 seconds East a distance of 353.95 feet;

along said curve to the right an arc distance of 354.15 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars" at the beginning of a reverse curve to the left having a central angle of 103 degrees 35 minutes 54 seconds, a radius of 1,230.00 feet and being subtended by a chord which bears North 73 degrees 17 minutes 42 seconds East a distance of 1,933.19 feet;

along said curve to the left an arc distance of 2,224.00 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars" at the end of said curve;

North 21 degrees 29 minutes 45 seconds East a distance of 193.19 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars" at the beginning of a curve to the left having a central angle of 50 degrees 31 minutes 46 seconds, a radius of 1,560.00 feet and being subtended by a chord which bears North 03 degrees 46 minutes 08 seconds West a distance of 1,331.62 feet;

along said curve to the left an arc distance of 1,375.78 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars" at the end of said curve and being the northwest corner of said Collin County Municipal Utility District No. 1 tract

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THENCE North 60 degrees 57 minutes 59 seconds East, along the northerly line of said Collin County Municipal Utility District No. 1 tract, a distance of 100.00 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars" at the northeast corner of said tract, at the beginning of a non-tangent curve to the right having a central angle of 27 degrees 42 minutes 37 seconds, a radius of 1,660.00 feet and being subtended by a chord which bears South 15 degrees 10 minutes 43 seconds East a distance of 795.03 feet;

THENCE along the easterly line of said Collin County Municipal Utility District No. 1 tract and along said curve to the right an arc distance of 802.83 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars" at the end of said curve;

THENCE South 44 degrees 54 minutes 42 seconds East, continuing along the easterly line of said Collin County Municipal Utility District No. 1 tract, a distance of 28.81 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars";

THENCE South 01 degrees 05 minutes 16 seconds West, crossing said Collin County Municipal Utility District No. 1 tract a distance of 100.00 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars" on a southerly line of said Collin County Municipal Utility District No. 1 tract;

THENCE along the easterly and southerly lines of said Collin County Municipal Utility District No. 1 tract, the following;

South 47 degrees 10 minutes 14 seconds West a distance of 28.77 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars" at the beginning of a non-tangent curve to the right having a central angle of 17 degrees 59 minutes 11 seconds, a radius of 1,660.00 feet and being subtended by a chord which bears South 12 degrees 30 minutes 10 seconds West a distance of 518.97 feet;

along said curve to the right an arc distance of 521.11 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars" at the end of said curve;

South 21 degrees 29 minutes 45 seconds West a distance of 193.19 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars" at the beginning of a curve to the right having a central angle of 103 degrees 35 minutes 54 seconds, a radius of 1,330.00 feet and being subtended by a chord which bears South 73 degrees 17 minutes 42 seconds West a distance of 2,090.36 feet;

along said curve to the right an arc distance of 2,404.82 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars" at the beginning of a reverse curve to the left having a central angle of 06 degrees 39 minutes 10 seconds, a radius of 2,950.00 feet and being subtended by a chord which bears North 58 degrees 13 minutes 56 seconds West a distance of 342.34 feet;

along said curve to the left an arc distance of 342.54 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars" at the beginning of a reverse curve to the right having a central angle of 02 degrees 33 minutes 10 seconds, a radius of 3,050.00 feet and being subtended by a chord which bears North 60 degrees 16 minutes 56 seconds West a distance of 135.88 feet;

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along said curve to the right an arc distance of 135.89 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars" at the end of said curve;

North 59 degrees 00 minutes 21 seconds West a distance of 347.10 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars";

North 76 degrees 57 minutes 21 seconds West a distance of 64.90 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars";

North 30 degrees 59 minutes 39 seconds East a distance of 140.00 feet to the POINT OF BEGINNING and containing 11.143 acres of land, more or less.

CYPRESS CREEK WAY

Being a tract of land situated in the Collin County School Land Survey No. 14, Abstract No. 167, Collin County, Texas, and being all of that 1.837 acre tract of land described in instrument to Collin County Municipal Utility District No. 1 as recorded under Document No. 20131226001678350 of the Official Public Records of Collin County, Texas, and part of the 12.507 acres of land described in instrument to Collin County Municipal Utility District No. 1 as recorded under Document No. 20080225000217970 of the Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" on the easterly right-of-way line of Light Farms Way (a variable width right-of-way at this point as recorded in Volume 2009, Page 422 of the Plat Records of Collin County, Texas) at the northeast corner of Lot 1X, Block C of Homestead Court Addition, an addition to Collin County, Texas within the extra-territorial jurisdiction of the City of Celina, Texas, as recorded in Volume 2009, Page 282 of the Plat Records of Collin County, Texas, said point also being common with the northwest corner of Lot 1, Block C of said addition;

THENCE North 01 degree 05 minutes 16 seconds East along the easterly right-of-way line of said Light Farms Way, a distance of 100.00 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" for a corner, said point being on a northerly line of the aforementioned 12.507 acre tract and the beginning of a non-tangent curve to the right having a central angle of 8 degrees 59 minutes 43 seconds, a radius of 810.00 feet and being subtended by a 127.04 foot chord which bears South 84 degrees 24 minutes 35 seconds East;

THENCE departing the easterly right-of-way line of said Light Farms Way and continuing easterly along said northerly line of the 12.507 acre tract and curve to the right, an arc distance of 127.17 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the point of reverse curvature of a curve to the left having a central angle of 29 degrees 08 minutes 34 seconds, a radius of 750.00 feet and being subtended by a 377.38 foot chord which bears North 85 degrees 30 minutes 54 seconds East;

THENCE departing the said northerly line of the 12.507 acre tract and continuing easterly along said curve to the left, an arc distance of 381.48 feet to a 5/8 inch iron rod set with plastic cap

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stamped “Huitt-Zollars” at the point of reverse curvature of a curve to the right having a central angle of 30 degrees 40 minutes 09 seconds, a radius of 850.00 feet and being subtended by a 449.57 foot chord which bears North 86 degrees 16 minutes 41 seconds East;

THENCE easterly along said curve to the right, an arc distance of 454.99 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” at the end of said curve;

THENCE South 78 degrees 23 minutes 14 seconds East a distance of 199.76 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” for a corner on west right-of-way line of Red River Texas & Southern Railway Company, Tract 54, by deed recorded in Volume 121, Page 20 of the Land Records of Collin County, Texas;

THENCE South 11 degrees 20 minutes 28 seconds West along the east line of aforementioned 597.17 acre tract and common west line of said Red River Texas & Southern Railway Company Tract 54, a distance of 100.00 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” from which a 1/2 inch iron rod found for the southeast corner of said 597.17 acre tract and a point on the north line of a 81.68 acre tract of land described in instrument to Graham S. Stelzer and wife, Doris Stelzer as recorded in Volume 587, Page 146 of Land Records of Collin County, Texas bears South 11 degrees 20 minutes 28 seconds West at a distance of 2,095.57 feet;

THENCE North 78 degrees 23 minutes 14 seconds West departing the west line of said Red River Texas & Southern Railway Company Tract 54, a distance of 200.23 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” at the beginning of a curve to the left having a central angle of 30 degrees 40 minutes 09 seconds, a radius of 750.00 feet and being subtended by 396.68 foot chord which bears South 86 degrees 16 minutes 41 seconds West;

THENCE westerly along said curve to the left, an arc distance of 401.46 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” at the point of reverse curvature of a curve to the right having a central angle of 0 degrees 49 minutes 47 seconds, a radius of 850.00 feet and being subtended by a 12.31 foot chord which bears South 71 degrees 21 minutes 31 seconds West;

THENCE westerly along said curve to the right, an arc distance of 12.31 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” at the end of said curve;

THENCE South 29 degrees 02 minutes 45 seconds West a distance of 29.06 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” for a corner;

THENCE South 14 degrees 21 minutes 21 seconds East a distance of 28.42 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” at the beginning of a curve to the right having a central angle of 22 degrees 37 minutes 59 seconds, a radius of 155.00 feet and being subtended by a 60.83 foot chord which bears South 03 degrees 02 minutes 21 seconds East;

THENCE southerly along said curve to the right, an arc distance of 61.23 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” for a corner on the northerly line of the

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aforementioned Homestead Court Addition and common line with the 12.507 acre tract from which a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at a common easterly corner of said Homestead Court Addition and 12.507 acre tract bears South 78 degrees 23 minutes 14 seconds East at a distance of 16.26 feet;

THENCE North 78 degrees 23 minutes 14 seconds West along the northerly line of said Homestead Court Addition and common line with the 12.507 acre tract a distance of 75.74 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the most northerly northeast corner of Lot 1, Block C of said Homestead Court Addition and westerly right-of-way line of Commons Drive (a variable width right-of-way as recorded in Volume 2009, Page 282 of the Plat Records, Collin County, Texas), said point being the beginning of a non-tangent curve to the left having a central angle of 21 degrees 36 minutes 42 seconds, a radius of 141.41 feet and being subtended by a 53.02 foot chord which bears North 03 degrees 33 minutes 00 seconds West;

THENCE departing the northerly line of said Homestead Court Addition and common line with the 12.507 acre tract and continuing northerly along said curve to the left, an arc distance of 53.34 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the end of said curve;

THENCE North 14 degrees 21 minutes 21 seconds West a distance of 2.63 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" for a corner;

THENCE North 57 degrees 55 minutes 02 seconds West a distance of 28.99 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" for a corner, said point being the beginning of a non-tangent curve to the right having a central angle of 20 degrees 53 minutes 27 seconds, a radius of 850.00 feet and being subtended by a 308.21 foot chord which bears South 89 degrees 38 minutes 27 seconds West;

THENCE westerly along said curve to the right, an arc distance of 309.92 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" on the northerly line of said Lot 1, Block C of Homestead Court Addition and common line with the 12.507 acre tract from which a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" bears South 79 degrees 09 minutes 33 seconds East at a distance of 18.91 feet, said set iron rod being the beginning of a curve to the left having a central angle of 8 degrees 59 minutes 41 seconds, a radius of 710.00 feet and being subtended by a 111.35 foot chord which bears North 84 degrees 24 minutes 34 seconds West;

THENCE westerly along said curve to the left and continuing along the northerly line of said Lot 1, Block C, an arc distance of 111.46 feet to the POINT OF BEGINNING and containing 2.812 acres of land, more or less.

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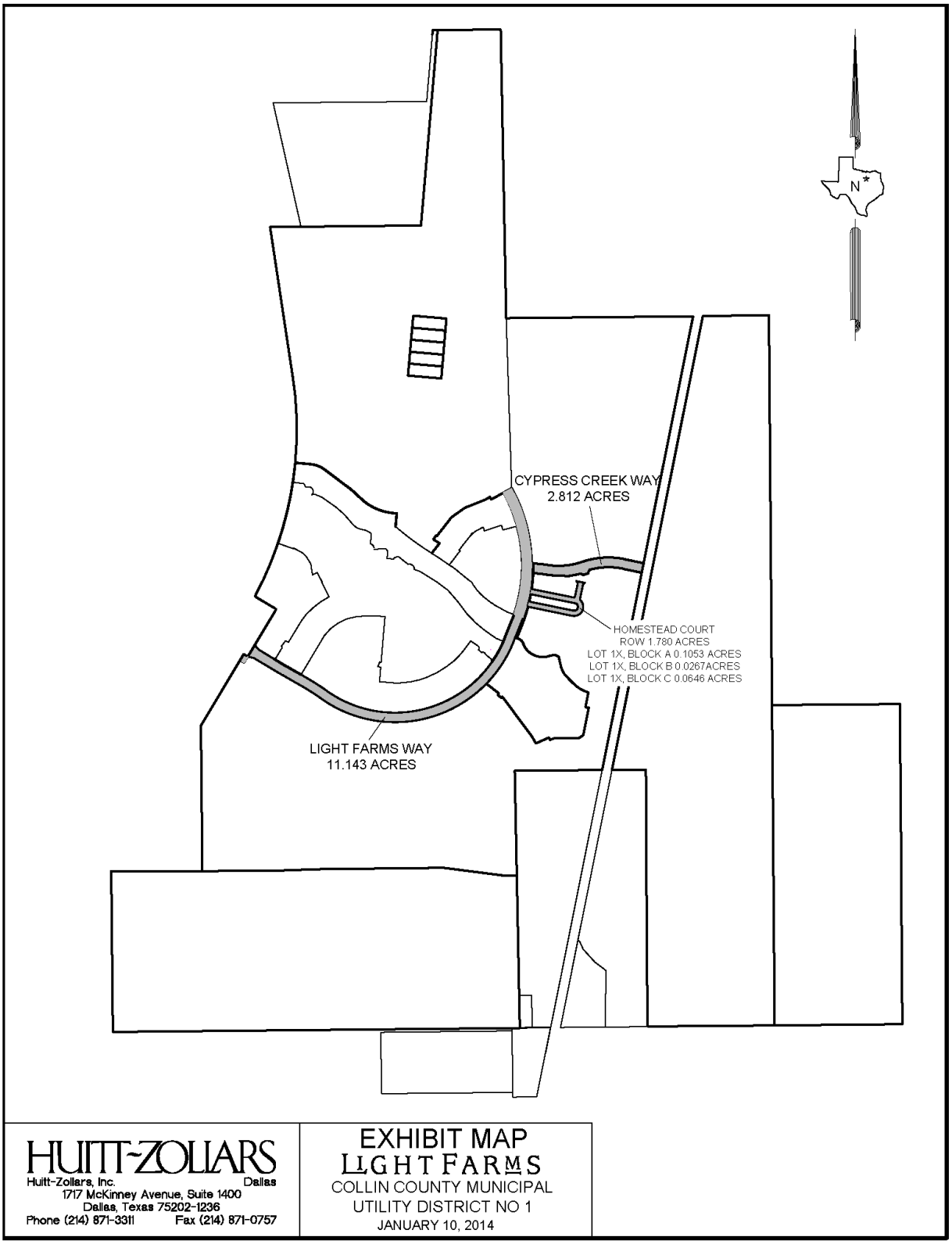

HUITT-ZOLLARS
Huitt-Zollars, Inc. Dallas
1717 McKinney Avenue, Suite 1400
Dallas, Texas 75202-1236
Phone (214) 871-3311 Fax (214) 871-0757

EXHIBIT MAP
LIGHT FARMS
COLLIN COUNTY MUNICIPAL
UTILITY DISTRICT NO 1
JANUARY 10, 2014

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Exhibit G
Legal Description of the LFC Cypress Property

Being a tract of land situated in the Collin County School Land Survey No. 14, Abstract No. 167, Collin County, Texas and being a portion of the 209.022 acres of land described as 'Tract B' in instrument to LFC Land Company, LLC as recorded under Document No. 20120423000464780 of the Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 3/8 inch iron rod found at the southeast corner of said 209.022 acre tract, said point being the center of State Highway No. 289 Business Route (also known as County Road No. 5 or formerly known as North Coleman Street and now known as Frontier Parkway) said point also being the southwest corner of a 101.9292 acres of land described in instrument to LFC Land Company II, LLC as recorded under Document No. 20121113001449460 of the Official Public Records of Collin County, Texas;

THENCE South 89 degrees 29 minutes 45 seconds West along the south line of said 209.022 acre tract and the center of State Highway No. 289 Business Route now known as Frontier Parkway, a distance of 625.15 feet to a 'MAG' nail set in asphalt pavement for a corner;

THENCE North 00 degrees 30 minutes 15 seconds West departing the south line of said 209.022 acre tract and center of Frontier Parkway, a distance of 123.97 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" for a corner;

THENCE North 78 degrees 15 minutes 33 seconds West a distance of 70.52 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at an angle point;

THENCE North 67 degrees 45 minutes 18 seconds West a distance of 141.04 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at an angle point;

THENCE North 56 degrees 05 minutes 39 seconds West a distance of 141.28 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at an angle point;

THENCE North 42 degrees 26 minutes 37 seconds West a distance of 430.90 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at an angle point;

THENCE North 28 degrees 15 minutes 40 seconds West a distance of 74.21 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at an angle point;

THENCE North 24 degrees 27 minutes 26 seconds West a distance of 149.98 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" for a corner on the west line of said 209.022 acre tract from which a 1/2 inch iron rod found at the northeast corner 7.438 acre tract of land described in instrument to Lottie Loraine Couch as recorded under County Clerk's No. 97-0002825 of the Official Public Records of Collin County, Texas bears South 00 degrees 18 minutes 06 seconds East at a distance of 190.62 feet;

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THENCE North 00 degrees 18 minutes 06 seconds West along the west line of said 209.022 acre tract a distance of 682.07 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” for a corner;

THENCE North 89 degrees 41 minutes 54 seconds East departing the west line of said 209.022 acre tract a distance of 234.47 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” at an angle point;

THENCE South 78 degrees 33 minutes 40 seconds East a distance of 141.41 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” at an angle point;

THENCE South 71 degrees 31 minutes 11 seconds East a distance of 245.84 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” at an angle point;

THENCE South 75 degrees 01 minute 15 seconds East a distance of 41.59 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” for a corner;

THENCE North 14 degrees 41 minutes 29 seconds East a distance of 5.98 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” for a corner;

THENCE South 74 degrees 44 minutes 08 seconds East a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” for a corner;

THENCE South 79 degrees 02 minutes 39 seconds East a distance of 54.61 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” at an angle point;

THENCE South 84 degrees 18 minutes 59 seconds East a distance of 280.94 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” at an angle point;

THENCE North 83 degrees 57 minutes 29 seconds East a distance of 148.72 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” for a corner;

THENCE South 00 degrees 39 minutes 56 seconds East a distance of 134.44 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” for a corner, said point being the beginning of a non-tangent curve to the right having a central angle of 5 degrees 39 minutes 03 seconds, a radius of 159.50 feet and being subtended by a 15.72 foot chord which bears North 84 degrees 16 minutes 16 seconds East;

THENCE easterly along said curve to the right, an arc distance of 15.73 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” at the point of reverse curvature of a curve to the left having a central angle of 0 degrees 24 minutes 18 seconds, a radius of 1,937.50 feet and being subtended by a 13.69 foot chord which bears North 86 degrees 53 minutes 38 seconds East;

THENCE easterly along said curve to the left, an arc distance of 13.69 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” for a corner;

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THENCE North 37 degrees 10 minutes 56 seconds East a distance of 21.51 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” for a corner;

THENCE North 83 degrees 03 minutes 25 seconds East a distance of 91.00 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” for a corner;

THENCE South 06 degrees 56 minutes 35 seconds East a distance of 7.01 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” for a corner;

THENCE South 49 degrees 21 minutes 03 seconds East a distance of 17.20 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” on the east line of the aforementioned 209.022 acre tract, same being the west line of the aforementioned 101.9292 acre tract;

THENCE South 00 degrees 26 minutes 50 seconds East along the east line of said 209.022 acre tract and west line of said 101.9292 acre tract, a distance of 1,199.42 feet to the POINT OF BEGINNING and containing 35.94 acres of land, more or less.

The basis of bearings described hereon are N.A.D. 1983 tied to Texas State Plane Coordinate System of 1983, North Central Zone (4202).

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Exhibit H
Legal Description of the LFC Graham Property

WHEREAS, LFC LAND COMPANY, LLC is the owner of a tract of land situated in the John Ragsdale Survey, Abstract No. 734 and in the Collin County School Land Survey No. 14, Abstract No. 167, Collin County, Texas, and being a portion of the 597.17 acres of land described as Tract A in instrument recorded under Document No. 20120423000464780 of Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" on the easterly right-of-way line of Light Farms Way (a 100 foot wide right-of-way at this point as recorded in Volume 2009, Page 422 of the Plat Records of Collin County, Texas) at the northerly corner of corner clip of future Cypress Creek Way (a 100 foot wide right-of-way) as established by instruments to Collin County Municipal District No.1 recorded under Document No. 20080225000217970 and No. 20131226001678350 of the Official Public Records of Collin County, Texas, and being the beginning of a non-tangent curve to the left having a central angle of 31 degrees 52 minutes 51 seconds, a radius of 1,660.00 feet and being subtended by a 911.80 foot chord which bears North 17 degrees 15 minutes 50 seconds West;

THENCE continuing along the easterly right-of-way line of said Light Farms Way, passing a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at an arc distance of 802.83 feet and continuing along said arc for a total distance of 923.67 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the end of said curve;

THENCE North 55 degrees 39 minutes 24 seconds East a distance of 129.54 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at an angle point;

THENCE North 52 degrees 40 minutes 12 seconds East a distance of 275.49 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at an angle point;

THENCE North 71 degrees 33 minutes 04 seconds East a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" for a corner, said point being the beginning of a non-tangent curve to the left having a central angle of 11 degrees 27 minutes 28 seconds, a radius of 225.00 feet and being subtended by a 44.92 foot chord which bears South 24 degrees 10 minutes 40 seconds East;

THENCE southeasterly along said curve to the left, an arc distance of 44.99 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the end of said curve;

THENCE South 29 degrees 54 minutes 24 seconds East a distance of 57.72 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at an angle point;

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THENCE South 77 degrees 24 minutes 24 seconds East a distance of 20.27 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” for a corner;

THENCE North 55 degrees 05 minutes 36 seconds East a distance of 6.92 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” for a corner;

THENCE South 34 degrees 54 minutes 24 seconds East a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” for a corner;

THENCE South 55 degrees 05 minutes 36 seconds West a distance of 9.20 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” for a corner;

THENCE South 10 degrees 05 minutes 36 seconds West a distance of 21.21 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” at an angle point;

THENCE South 34 degrees 54 minutes 24 seconds East a distance of 106.00 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” for a corner;

THENCE North 55 degrees 06 minutes 30 seconds East a distance of 319.61 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” at an angle point;

THENCE North 62 degrees 30 minutes 38 seconds East a distance of 214.73 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” for a corner;

THENCE South 28 degrees 57 minutes 30 seconds East a distance of 133.82 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” at an angle point;

THENCE South 26 degrees 31 minutes 09 seconds East a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” for a corner, said point being the beginning of a non-tangent curve to the right having a central angle of 0 degrees 47 minutes 24 seconds, a radius of 275.00 feet and being subtended by a 3.79 foot chord which bears South 63 degrees 52 minutes 33 seconds West;

THENCE southwesterly along said curve to right, an arc distance of 3.79 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” for a corner;

THENCE South 12 degrees 13 minutes 33 seconds West a distance of 18.70 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” at an angle point;

THENCE South 19 degrees 58 minutes 57 seconds East a distance of 75.47 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” for a corner;

THENCE South 70 degrees 01 minute 03 seconds West a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” for a corner, said point being the beginning of a non-tangent curve to the right having a central angle of 31 degrees 19 minutes 23 seconds, a

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radius of 125.00 feet and being subtended by a 67.49 foot chord which bears South 04 degrees 19 minutes 16 seconds East;

THENCE southerly along said curve to the right, an arc distance of 68.34 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” at the end of said curve;

THENCE South 72 degrees 56 minutes 08 seconds West a distance of 131.88 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” at an angle point;

THENCE South 11 degrees 20 minutes 28 seconds West a distance of 375.83 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” at an angle point;

THENCE South 06 degrees 55 minutes 54 seconds West a distance of 47.57 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” at an angle point;

THENCE South 00 degrees 50 minutes 17 seconds East a distance of 96.08 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” at an angle point;

THENCE South 12 degrees 30 minutes 00 seconds East a distance of 60.85 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” for a corner, said point being the beginning of a non-tangent curve to the left having a central angle of 0 degrees 42 minutes 05 seconds, a radius of 925.00 feet and being subtended by a 11.32 foot chord which bears South 77 degrees 08 minutes 57 seconds West;

THENCE southwesterly along said curve to the left, an arc distance of 11.32 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” at the end of said curve;

THENCE South 13 degrees 12 minutes 05 seconds East a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” for a corner, said point being the beginning of a non-tangent curve to the left having a central angle of 4 degrees 58 minutes 47 seconds, a radius of 875.00 feet and being subtended by a 76.02 foot chord which bears South 74 degrees 18 minutes 31 seconds West;

THENCE southwesterly along said curve to the left, an arc distance of 76.05 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” at the end of said curve;

THENCE South 24 degrees 08 minutes 09 seconds West a distance of 20.39 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” at an angle point;

THENCE South 23 degrees 03 minutes 22 seconds East a distance of 8.88 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” at the beginning of a curve to the left having a central angle of 14 degrees 36 minutes 16 seconds, a radius of 150.00 feet and being subtended by a 38.13 foot chord which bears South 30 degrees 21 minutes 30 seconds East;

THENCE southerly along said curve to the left, an arc distance of 38.23 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” at the point of reverse curvature of a curve to the

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right having a central angle of 14 degrees 36 minutes 16 seconds, a radius of 159.50 feet and being subtended by a 40.55 foot chord which bears South 30 degrees 21 minutes 30 seconds East;

THENCE southerly along said curve to the right an arc distance of 40.66 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the end of said curve;

THENCE South 23 degrees 03 minutes 22 seconds East a distance of 25.19 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at an angle point;

THENCE South 64 degrees 10 minutes 08 seconds East a distance of 29.82 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" on the northerly line of a 1.837 acre tract of the aforementioned instrument to Collin County Municipal Utility District No. 1 as recorded under Document No. 20131226001678350 of the Official Public Records of Collin County, Texas, said point being the beginning of a non-tangent curve to the left having a central angle of 3 degrees 48 minutes 07 seconds, a radius of 850.00 feet and being subtended by a 56.39 foot chord which bears South 72 degrees 53 minutes 04 seconds West;
THENCE westerly along said curve to the left and northerly line of said 1.837 acre tract, an arc distance of 56.40 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the point of reverse curvature of a curve to the right having a central angle of 29 degrees 02 minutes 09 seconds, a radius of 750.00 feet and being subtended by a 376.03 foot chord which bears South 85 degrees 30 minutes 02 seconds West;

THENCE westerly along said curve to the right and northerly line of said 1.837 acre tract, an arc distance of 380.08 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the end of said curve and west corner of said 1.837 acre tract, said point being on the northerly line of the aforementioned tract described in instrument recorded under 20080225000217970 of the Official Public Records of Collin County, Texas and the beginning of a curve to the left having a central angle of 8 degrees 55 minutes 39 seconds, a radius of 810.00 feet and being subtended by a 126.08 foot chord which bears North 84 degrees 26 minutes 42 seconds West;

THENCE westerly along said curve to the left, an arc distance of 126.21 feet to the end of said curve;

THENCE North 88 degrees 54 minutes 32 seconds West a distance of 2.84 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" on the easterly right-of-way line of said Light Farms Way;

THENCE North 44 degrees 59 minutes 07 seconds West continuing along the easterly right-of-way line of said Light Farms Way, a distance of 28.76 feet to the POINT OF BEGINNING and containing 17.75 acres of land, more or less.

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Exhibit I
Legal Description of the LFC HLH Property

LAND DESCRIPTION
(Hawthorne, Hazel, Parkview)

BEING a tract of land situated in the John Ragsdale Survey, Abstract No. 734, Collin County, Texas, and being described in instrument to LFC DEVCO HLH, LLC as recorded under Document No. 20150528000625930 of the Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the intersection of the southerly right-of-way line of Light Farms Way (100 foot wide right-of-way), as established by the Final Plat of Light Farms Way at Light Farms, an addition to the City of Celina, Texas, as recorded in Document Number 2009-422 of the Plat Records of Collin County, Texas, and the proposed westerly right-of-way line of Prairie Crossing (plat unrecorded as of this date);

THENCE, departing the southerly right of way line of said Light Farms Way, and along the proposed westerly right-of-way line of said Prairie Crossing the following:

South 76 degrees 11 minutes 34 seconds East a distance of 28.76 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

South 32 degrees 09 minutes 43 seconds East a distance of 95.88 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a curve to the left having a central angle of 04 degrees 42 minutes 40 seconds, with a radius of 635.00 feet, a chord bearing of South 34 degrees 31 minutes 03 seconds East, a chord length of 52.20 feet;

Along said curve an arc length of 52.21 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars";

South 36 degrees 52 minutes 24 seconds East a distance of 533.54 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a curve to the right having a central angle of 35 degrees 46 minutes 21 seconds, with a radius of 565.00 feet, a chord bearing of South 18 degrees 59 minutes 12 seconds East, a chord length of 347.06 feet;

Along said curve an arc length of 352.76 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars";

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South 01 degrees 06 minutes 07 seconds East a distance of 650.60 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, departing the proposed westerly right-of-way line of said Prairie Crossing, North 46 degrees 06 minutes 07 seconds West a distance of 28.28 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 88 degrees 53 minutes 53 seconds West a distance of 80.84 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a curve to the right having a central angle of 12 degrees 10 minutes 16 seconds, with a radius of 375.00 feet, a chord bearing of North 85 degrees 00 minutes 59 seconds West, a chord length of 79.51 feet;

THENCE, along said curve an arc length of 79.66 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 78 degrees 55 minutes 51 seconds West a distance of 195.01 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a curve to the left having a central angle of 03 degrees 28 minutes 52 seconds, with a radius of 725.00 feet, a chord bearing of North 80 degrees 40 minutes 17 seconds West, a chord length of 44.04 feet;

THENCE, along said curve an arc length of 44.05 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 07 degrees 35 minutes 17 seconds West a distance of 105.18 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars"

THENCE, South 50 degrees 58 minutes 14 seconds West a distance of 20.61 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 85 degrees 38 minutes 49 seconds West a distance of 44.40 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 43 minutes 55 seconds West a distance of 48.80 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 85 degrees 06 minutes 38 seconds West a distance of 48.80 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 80 degrees 27 minutes 50 seconds West a distance of 48.80 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 76 degrees 22 minutes 05 seconds West a distance of 49.37 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

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THENCE, South 76 degrees 31 minutes 45 seconds West a distance of 54.84 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 81 degrees 36 minutes 23 seconds West a distance of 57.24 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 85 degrees 19 minutes 00 seconds West a distance of 57.23 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 26 minutes 21 seconds West a distance of 57.23 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 86 degrees 26 minutes 45 seconds West a distance of 55.95 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 84 degrees 36 minutes 35 seconds West a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 85 degrees 06 minutes 04 seconds West a distance of 45.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 40 degrees 06 minutes 04 seconds West a distance of 21.21 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 04 degrees 53 minutes 56 seconds East a distance of 104.82 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars at the beginning of a non-tangent curve to the left having a central angle of 10 degrees 45 minutes 16 seconds, with a radius of 275.00 feet, a chord bearing of South 87 degrees 26 minutes 16 seconds West, a chord length of 51.54 feet;

THENCE, along said curve an arc length of 51.62 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a reverse curve to the right having a central angle of 12 degrees 50 minutes 19 seconds, with a radius of 325.00 feet, a chord bearing of South 88 degrees 28 minutes 47 seconds West, a chord length of 72.67 feet;

THENCE, along said curve an arc length of 72.82 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 85 degrees 06 minutes 04 seconds West a distance of 156.68 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 11 minutes 18 seconds West a distance of 100.50 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 85 degrees 06 minutes 04 seconds West a distance of 154.18 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a curve to the left having

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a central angle of 51 degrees 40 minutes 32 seconds, with a radius of 220.00 feet, a chord bearing of South 69 degrees 03 minutes 40 seconds West, a chord length of 191.76 feet;

THENCE, along said curve an arc length of 198.42 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 46 degrees 46 minutes 35 seconds West a distance of 60.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 00 degrees 12 minutes 06 seconds East a distance of 21.36 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a non-tangent curve to the left having a central angle of 21 degrees 47 minutes 35 seconds, with a radius of 125.00 feet, a chord bearing of North 58 degrees 42 minutes 59 seconds West, a chord length of 47.26 feet;

THENCE, along said curve an arc length of 47.54 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 17 degrees 28 minutes 41 seconds West a distance of 110.84 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 62 degrees 28 minutes 41 seconds West a distance of 14.14 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 72 degrees 31 minutes 19 seconds West a distance of 306.29 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 20 degrees 39 minutes 04 seconds West a distance of 74.21 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a curve to the left having a central angle of 38 degrees 12 minutes 48 seconds, with a radius of 20.00 feet, a chord bearing of South 01 degree 32 minutes 40 seconds West, a chord length of 13.09 feet;

THENCE, along said curve an arc length of 13.34 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a reverse curve to the right having a central angle of 128 degrees 25 minutes 46 seconds, with a radius of 50.00 feet, a chord bearing of South 46 degrees 39 minutes 09 seconds West, a chord length of 90.04 feet;

THENCE, along said curve an arc length of 112.08 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a compound curve to the right having a central angle of 05 degrees 02 minutes 03 seconds, with a radius of 2,685.00 feet, a chord bearing of North 66 degrees 36 minutes 56 seconds West, a chord length of 235.84 feet;

THENCE, along said curve an arc length of 235.91 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 25 degrees 54 minutes 05 seconds West a distance of 105.31 feet to a 5/8 inch

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iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 71 degrees 19 minutes 30 seconds West a distance of 21.06 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 63 degrees 15 minutes 04 seconds West a distance of 57.59 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 61 degrees 58 minutes 49 seconds West a distance of 62.22 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 60 degrees 42 minutes 34 seconds West a distance of 57.59 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 15 degrees 17 minutes 09 seconds West a distance of 21.06 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 30 degrees 08 minutes 16 seconds East a distance of 105.31 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a non-tangent curve to the right having a central angle of 00 degrees 21 minutes 36 seconds, with a radius of 2,685.00 feet, a chord bearing of North 59 degrees 40 minutes 56 seconds West, a chord length of 16.87 feet;

THENCE, along said curve an arc length of 16.87 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a compound curve to the right having a central angle of 127 degrees 43 minutes 56 seconds, with a radius of 50.00 feet, a chord bearing of North 04 degrees 21 minutes 50 seconds East, a chord length of 89.78 feet;

THENCE, along said curve an arc length of 111.47 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a reverse curve to the left having a central angle of 38 degrees 12 minutes 48 seconds, with a radius of 20.00 feet, a chord bearing of North 49 degrees 07 minutes 24 seconds East, a chord length of 13.09 feet;

THENCE, along said curve an arc length of 13.34 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 30 degrees 01 minutes 00 seconds East a distance of 187.61 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 16 degrees 32 minutes 24 seconds West a distance of 14.54 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 59 degrees 59 minutes 00 seconds West a distance of 3.07 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a non-tangent curve to the right having a central angle of 00 degrees 39 minutes 49 seconds, with a radius of 1,055.00

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feet, a chord bearing of North 59 degrees 39 minutes 05 seconds West, a chord length of 12.22 feet;

THENCE, along said curve an arc length of 12.22 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 30 degrees 40 minutes 49 seconds East a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a non-tangent curve to the left having a central angle of 00 degrees 39 minutes 49 seconds, with a radius of 1,005.00 feet, a chord bearing of South 59 degrees 39 minutes 05 seconds East, a chord length of 11.64 feet;

THENCE, along said curve an arc length of 11.64 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 59 degrees 59 minutes 00 seconds East a distance of 3.07 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 76 degrees 34 minutes 25 seconds East a distance of 14.54 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 30 degrees 01 minutes 00 seconds East a distance of 109.70 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 57 degrees 29 minutes 40 seconds West a distance of 83.14 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 53 degrees 10 minutes 18 seconds West a distance of 67.56 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 48 degrees 50 minutes 56 seconds West a distance of 67.56 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 44 degrees 31 minutes 35 seconds West a distance of 67.56 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 40 degrees 12 minutes 13 seconds West a distance of 67.56 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 51 degrees 57 minutes 28 seconds East a distance of 120.64 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a non-tangent curve to the right having a central angle of 04 degrees 53 minutes 44 seconds, with a radius of 775.00 feet, a chord bearing of North 35 degrees 35 minutes 40 seconds West, a chord length of 66.20 feet;

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THENCE, along said curve an arc length of 66.22 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 56 degrees 51 minutes 12 seconds East a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a non-tangent curve to the left having a central angle of 02 degrees 29 minutes 50 seconds, with a radius of 725.00 feet, a chord bearing of South 34 degrees 23 minutes 43 seconds East, a chord length of 31.60 feet;

THENCE, along said curve an arc length of 31.60 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 54 degrees 56 minutes 06 seconds East a distance of 15.58 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 50 degrees 57 minutes 55 seconds East a distance of 264.39 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 17 degrees 20 minutes 00 seconds West a distance of 16.11 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 35 degrees 22 minutes 30 seconds West a distance of 14.14 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 54 degrees 37 minutes 30 seconds East a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 35 degrees 22 minutes 30 seconds East a distance of 55.70 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 54 degrees 37 minutes 30 seconds East a distance of 58.10 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 30 degrees 59 minutes 39 seconds East a distance of 425.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 59 degrees 00 minutes 21 seconds West a distance of 16.53 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 30 degrees 59 minutes 39 seconds East a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 59 degrees 00 minutes 21 seconds East a distance of 60.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 30 degrees 59 minutes 39 seconds East a distance of 142.99 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" in the southerly right-of-way line of said

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Light Farms Way, and the beginning of a non-tangent curve to the left having a central angle of 64 degrees 05 minutes 24 seconds, with a radius of 1,330.00 feet, a chord bearing of South 87 degrees 44 minutes 53 seconds East, a chord length of 1,411.36 feet;

THENCE, continuing along the southerly right-of-way line of Light Farms Way and along said curve an arc length of 1,487.71 feet to the **POINT OF BEGINNING** and **CONTAINING** 80.10 acres of land, more or less.

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Exhibit J
Legal Description of the LFC GM Property

Tract A:

WHEREAS, LFC Land Company, LLC is the owner of a tract of land situated in the Collin County School Land Survey No. 14, Survey, Abstract No. 167 and the John Ragsdale Survey, Abstract No. 734, Collin County, Texas and being a portion of a tract of land described in instrument to LFC Land Company, LLC as recorded under Document Number 20120423000464780 of the Official Property Records of Collin County, Texas, and being more particularly described as follows;

BEGINNING at a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the north corner of Lot 11, Block P of Light Farms Phase 2C, The Grange Neighborhood, an addition to Collin County as recorded in Volume 2014, Page 398 of the Plat Records, Collin County, Texas;

THENCE along the northwesterly line of said Light Farms Phase 2C the following;

South 58 degrees 10 minutes 37 seconds West a distance of 20.00 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

South 60 degrees 46 minutes 56 seconds West a distance of 144.73 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

South 43 degrees 19 minutes 21 seconds West a distance of 50.00 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the beginning of a non-tangent curve to the left having a delta angle of 03 degrees 31 minutes 39 seconds, a radius of 275.00 feet and being subtended by a chord which bears North 48 degrees 26 minutes 29 seconds West a distance of 16.93 feet;

Along said curve an arc length of 16.93 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the end of said curve;

South 70 degrees 49 minutes 45 seconds West a distance of 119.72 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

South 65 degrees 18 minutes 10 seconds West a distance of 67.97 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

South 58 degrees 58 minutes 35 seconds West a distance of 67.99 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

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South 54 degrees 50 minutes 59 seconds West a distance of 246.13 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

South 51 degrees 27 minutes 14 seconds East a distance of 70.47 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

South 31 degrees 56 minutes 57 seconds West a distance of 147.44 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the beginning of a non-tangent curve to the right having a delta angle of 00 degrees 20 minutes 27 seconds, a radius of 2619.00 feet and being subtended by a chord which bears North 57 degrees 23 minutes 24 seconds West a distance of 15.58 feet;

Along said curve to the right an arc length of 15.58 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the end of said curve;

South 32 degrees 46 minutes 49 seconds West a distance of 50.00 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

South 31 degrees 56 minutes 57 seconds West a distance of 129.83 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the west corner of Lot 18, Block M of said Light Farms Phase 2C and being the beginning of a non-tangent curve to the right having a delta angle of 07 degrees 48 minutes 22 seconds, a radius of 3000.00 feet and being subtended by a chord which bears North 53 degrees 08 minutes 16 seconds West a distance of 408.41 feet;

THENCE departing the northwesterly line of said Light Farms Phase 2C and along said curve to the right an arc length of 408.72 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the end of said curve;

THENCE North 04 degrees 47 minutes 46 seconds East a distance of 138.14 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE North 85 degrees 06 minutes 04 seconds West a distance of 5.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE North 04 degrees 53 minutes 56 seconds East a distance of 762.84 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE South 85 degrees 03 minutes 08 seconds East a distance of 135.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE North 05 degrees 02 minutes 15 seconds East a distance of 92.32 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE South 85 degrees 06 minutes 04 seconds East a distance of 49.78 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

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THENCE South 04 degrees 53 minutes 56 seconds West a distance of 130.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE South 85 degrees 06 minutes 04 seconds East a distance of 146.13 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE North 61 degrees 41 minutes 06 seconds East a distance of 221.33 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a non-tangent curve to the left having a delta angle of 07 degrees 41 minutes 39 seconds, a radius of 1250.00 feet and being subtended by a chord which bears South 48 degrees 08 minutes 58 seconds East a distance of 167.73 feet;

THENCE along said curve to the left an arc length of 167.86 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a reverse curve to the right having a delta angle of 11 degrees 00 minutes 32 seconds, a radius of 1560.00 feet and being subtended by a chord which bears South 46 degrees 29 minutes 31 seconds East a distance of 299.28 feet;

THENCE along said curve to the right an arc length of 299.74 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the end of said curve;

THENCE North 49 degrees 00 minutes 44 seconds East a distance of 100.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a non-tangent curve to the right having a delta angle of 11 degrees 57 minutes 14 seconds, a radius of 1660.00 feet and being subtended by a chord which bears South 35 degrees 00 minutes 38 seconds East a distance of 345.71 feet;

THENCE along said curve to the right an arc length of 346.34 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the end of said curve, said point being at the north corner of Light Farms Way (a 100’ right-of-way) as recorded in Volume 2009, Page 422 of the Plat Records, Collin County, Texas;

THENCE along the north line of said Light Farms Way, South 60 degrees 57 minutes 59 seconds West a distance of 100.00 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the beginning of a non-tangent curve to the left having a delta angle of 02 degrees 47 minutes 22 seconds, a radius of 1560.00 feet and being subtended by a chord which bears North 30 degrees 25 minutes 42 seconds West a distance of 75.94 feet;

THENCE departing the north line of said Light Farms Way and along said curve to the left an arc length of 75.95 feet to and containing 17.886 acres of land, more or less.

Tract B:

WHEREAS, LFC LAND COMPANY, LLC is the owner of a tract of land situated in the John Ragsdale Survey, Abstract No. 734 and in the Collin County School Land Survey No. 14,

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Abstract No. 167, Collin County, Texas, and being a portion of the 597.17 acres of land described as Tract A in instrument recorded under Document No. 20120423000464780 of Land Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found with plastic cap stamped “Huitt-Zollars” on the southeasterly right-of-way line of Light Farms Way (a 100 foot wide right-of-way at this point as recorded in Volume 2009, Page 422 of the Plat Records of Collin County, Texas) at the southwest corner of Lot 1X, Block A of Maydelle – Phase 1, at Light Farms, an addition to Collin County, Texas within the extra-territorial jurisdiction of the City of Celina, Texas, as recorded in Document Number 2014-115 of the Plat Records of Collin County, Texas;

THENCE, departing the southeasterly right-of-way line of said Light Farms Way along the southerly line of said Maydelle – Phase 1 addition the following courses and distances:

South 45 degrees 47 minutes 16 seconds East a distance of 20.00 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

South 52 degrees 37 minutes 05 seconds East a distance of 144.58 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

South 37 degrees 23 minutes 36 seconds West a distance of 22.17 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

South 52 degrees 37 minutes 05 seconds East a distance of 50.00 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

North 37 degrees 22 minutes 55 seconds East a distance of 14.14 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

South 36 degrees 52 minutes 24 seconds East a distance of 513.86 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

South 30 degrees 08 minutes 17 seconds East a distance of 83.95 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

North 66 degrees 32 minutes 18 seconds East a distance of 145.89 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the beginning of a non-tangent curve to the right having a central angle of 06 degrees 33 minutes 20 seconds, with a radius of 225.00 feet, a chord bearing of South 24 degrees 20 minutes 17 seconds East, a chord length of 25.73 feet;

Along said curve to the right an arc length of 25.74 feet to a 5/8" iron rod found with plastic cap stamped "Huitt-Zollars";

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North 68 degrees 56 minutes 23 seconds East a distance of 50.00 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

North 89 degrees 32 minutes 42 seconds East a distance of 257.81 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

North 56 degrees 35 minutes 03 seconds East a distance of 53.30 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

North 11 degrees 20 minutes 28 seconds East a distance of 241.91 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

North 11 degrees 20 minutes 28 seconds East a distance of 50.00 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

North 78 degrees 39 minutes 32 seconds West a distance of 34.21 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

North 11 degrees 20 minutes 28 seconds East a distance of 154.50 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the northeasterly corner of Maydelle – Phase 1 addition and being the beginning of a non-tangent curve to the left having a central angle of 13 degrees 27 minutes 20 seconds, with a radius of 350.00 feet, a chord bearing of South 81 degrees 03 minutes 26 seconds East, a chord length of 82.01 feet;

THENCE, departing the Maydelle – Phase 1 addition along said curve to the left an arc length of 82.20 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 87 degrees 47 minutes 06 seconds East a distance of 47.64 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 68 degrees 43 minutes 12 seconds East a distance of 109.75 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 78 degrees 39 minutes 32 seconds East a distance of 62.13 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" on the westerly right-of-way line of the Red River Texas & Southern Railway Company Railroad (currently Burlington Northern Santa Fe Railroad), a 100.0 foot wide right-of-way, by deed recorded in Volume 121, Page 20, L.R.C.C.T;

THENCE, South 11 degrees 20 minutes 28 seconds West along the westerly right-of-way line of said Red River Texas & Southern Railway Company Railroad, a distance of 754.96 feet to a 1/2 inch iron rod found at a southeast corner of the LFC Land Company tract;

THENCE, South 89 degrees 32 minutes 42 seconds West departing the westerly right-of-way line of said Red River Texas & Southern Railway Company Railroad and along the a south line of the LFC Land Company tract, a distance of 910.34 feet to a 5/8 inch iron rod set with plastic

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cap stamped "Huitt-Zollars" on the proposed easterly right-of-way line of Prairie Crossing, a 75.0 foot wide right-of-way, and being the beginning of a non-tangent curve to the left having a central angle of 13 degrees 45 minutes 59 seconds, with a radius of 385.00 feet, a chord bearing of North 26 degrees 48 minutes 19 seconds West, a chord length of 92.28 feet;

THENCE, along the proposed northeasterly right-of-way line of Prairie Crossing the following courses and distances:

Along said curve to the left an arc length of 92.50 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars";

North 11 degrees 06 minutes 03 seconds East a distance of 14.10 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

North 32 degrees 40 minutes 06 seconds West a distance of 88.35 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

North 79 degrees 49 minutes 25 seconds West a distance of 24.01 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

North 36 degrees 52 minutes 24 seconds West a distance of 521.48 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a curve to the right having a central angle of 04 degrees 42 minutes 40 seconds, with a radius of 565.00 feet, a chord bearing of North 34 degrees 31 minutes 03 seconds West, a chord length of 46.44 feet;

Along said curve to the right an arc length of 46.46 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars";

North 32 degrees 09 minutes 43 seconds West a distance of 95.88 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

North 11 degrees 52 minutes 05 seconds East a distance of 28.76 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" in the said southeasterly right-of-way line of Light Farms Way and being the beginning of a non-tangent curve to the left having a central angle of 11 degrees 15 minutes 20 seconds, with a radius of 1,330.00 feet, a chord bearing of North 49 degrees 50 minutes 24 seconds East, a chord length of 260.86 feet;

THENCE, along the southeasterly right-of-way line of Light Farms Way along the southeasterly right-of-way line of Light Farms Way and curve an arc length of 261.28 feet to the POINT OF BEGINNING and CONTAINING 15.457 acres of land, more or less.

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Exhibit K
Legal Description of the LFC Sage Property

BEING a tract of land situated in the Collin County School Land Survey No. 14, Abstract No. 167, Collin County, Texas, said tract being a portion of a 101.9292 acre tract of land described in instrument to LFC Land Company II, LLC as recorded under Document No. 20121113001449460 of the Official Public Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a 3/8 inch iron rod found at the southwest corner of said 101.9292 acre tract, said point being in the center of State Highway No. 289 Business Route (also known as County Road No. 5, or formerly known as North Coleman Street and now known as Frontier Parkway), said point also being the southeast corner of a 209.022 acres of land described as 'Tract B' in instrument to LFC Land Company, LLC as recorded under Document No. 20120423000464780 of the Official Public Records of Collin County, Texas;

THENCE North 00 degrees 26 minutes 50 seconds West departing said Frontier Parkway and along the west line of said 101.9092 acre tract and east line of said 209.022 acre tract, a distance of 412.31 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" for the POINT OF BEGINNING;

THENCE continuing North 00 degrees 26 minutes 50 seconds West, continuing along the west line of said 101.9292 acre tract and east line of said 209.022 acre tract, a distance of 1,169.15 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" for a corner;

THENCE South 82 degrees 01 minute 52 seconds East departing the west line of said 101.9292 acre tract and east line of said 209.022 acre tract, a distance of 22.46 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" for an angle point;

THENCE North 61 degrees 36 minutes 01 seconds East a distance of 95.07 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" for a corner;

THENCE South 28 degrees 23 minutes 56 seconds East a distance of 49.79 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at an angle point;

THENCE South 86 degrees 33 minutes 58 seconds East a distance of 105.33 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at an angle point;

THENCE South 83 degrees 40 minutes 32 seconds East a distance of 99.58 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at an angle point;

THENCE South 81 degrees 31 minutes 49 seconds East a distance of 59.68 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at an angle point;

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THENCE South 79 degrees 14 minutes 51 seconds East a distance of 89.69 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” at an angle point;

THENCE South 77 degrees 12 minutes 02 seconds East a distance of 75.14 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” at an angle point;

THENCE South 86 degrees 49 minutes 58 seconds East a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” for a corner;

THENCE South 03 degrees 10 minutes 02 seconds West a distance of 20.09 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” for a corner;

THENCE South 86 degrees 49 minutes 58 seconds East a distance of 46.78 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” at an angle point;

THENCE South 74 degrees 55 minutes 03 seconds East a distance of 59.78 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” at an angle point;

THENCE South 77 degrees 57 minutes 11 seconds East a distance of 67.72 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” at an angle point;

THENCE South 80 degrees 20 minutes 39 seconds East a distance of 81.57 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” at an angle point;

THENCE South 83 degrees 33 minutes 52 seconds East a distance of 99.53 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” at an angle point;

THENCE South 87 degrees 42 minutes 17 seconds East a distance of 87.62 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” at an angle point;

THENCE North 89 degrees 29 minutes 45 seconds East a distance of 121.80 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” for a corner;

THENCE North 00 degrees 30 minutes 15 seconds West a distance of 32.30 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” at the beginning of a curve to the left having a central angle of 7 degrees 55 minutes 23 seconds, a radius of 275.00 feet and being subtended by a 38.00 foot chord which bears North 04 degrees 27 minutes 56 seconds West;

THENCE northerly along said curve to the left, an arc distance of 38.03 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” for a corner;

THENCE North 81 degrees 34 minutes 22 seconds East a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars” for a corner, said being the beginning of a non-tangent curve to the right having a central angle of 7 degrees 55 minutes 23 seconds, a radius of 325.00 feet and being subtended by a 44.91 foot chord which bears South 04 degrees 27 minutes 56 seconds East;

Attachment: Celina Light Farms Development Agreement Sixth Amendment73086 (1246 : Light Farms Sex Offender Extension)

THENCE southerly along said curve to the right, an arc distance of 44.94 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the end of said curve;

THENCE South 00 degrees 30 minutes 15 seconds East a distance of 9.59 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" for a corner;

THENCE North 89 degrees 29 minutes 45 seconds East a distance of 121.20 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" for a corner on the east line of the aforementioned 101.9292 acre tract;

THENCE South 00 degrees 05 minutes 21 seconds West along the east line of said 101.9292 acre tract, a distance of 108.92 feet to a 1/2 inch iron rod found at an angle point;

THENCE South 00 degrees 30 minutes 15 seconds East continuing along the east line of said 101.9292 acre tract, a distance of 1,042.80 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" for a corner, from which a found P-K nail for the southeast corner of said 101.9292 acre tract in the center of State Highway No. 289 Business Route now known as Frontier Parkway bears South 00 degrees 30 minutes 15 seconds East at a distance of 289.77 feet;

THENCE South 89 degrees 29 minutes 45 seconds West departing the east line of said 101.9292 acre tract, a distance of 250.08 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a curve to the right having a central angle of 16 degrees 36 minutes 53 seconds, a radius of 2,665.00 feet and being subtended by a 770.10 foot chord which bears North 82 degrees 11 minutes 48 seconds West;

THENCE westerly along said curve to the right, an arc distance of 772.80 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the point of reverse curvature of a curve to the left having a central angle of 28 degrees 09 minutes 19 seconds, a radius of 455.00 feet and being subtended by a 221.34 foot chord which bears North 87 degrees 58 minutes 01 second West;

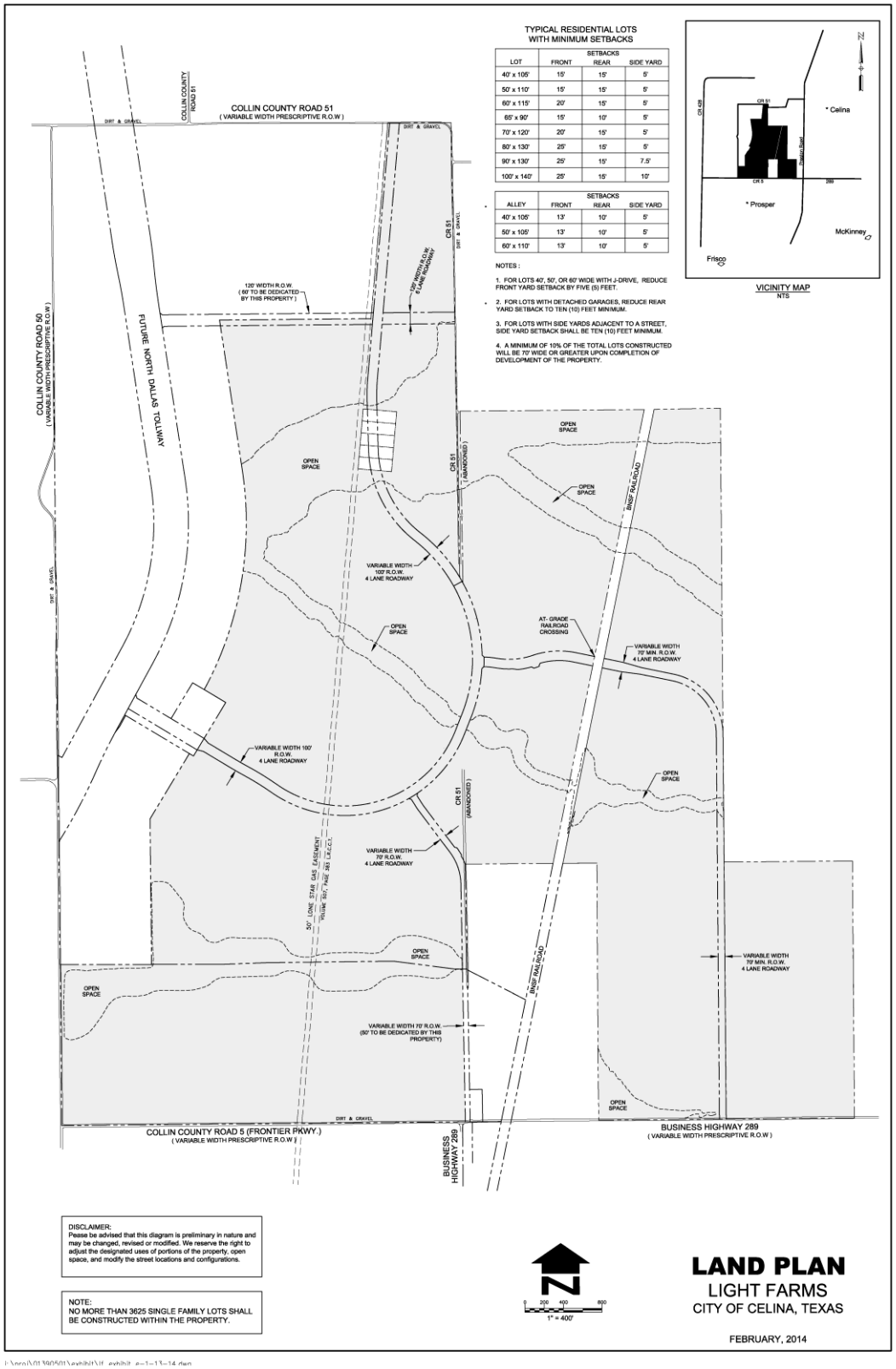
THENCE westerly along said curve to the left, an arc distance of 223.59 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the point of reverse curvature of a curve to the right having a central angle of 14 degrees 25 minutes 49 seconds, a radius of 395.00 feet and being subtended by a 99.22 foot chord which bears South 85 degrees 10 minutes 14 seconds West;

THENCE westerly along said curve to the right, an arc distance of 99.48 feet to the POINT OF BEGINNING and containing 35.22 acres of land, more or less.

The basis of bearings described hereon are N.A.D. 1983 tied to Texas State Plane Coordinate System of 1983, North Central Zone (4202).

Attachment: Celina Light Farms Development Agreement Sixth Amendment73086 (1246 : Light Farms Sex Offender Extension)

Exhibit L
New Appendix 1



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Attachment: Celina Light Farms Development Agreement Sixth Amendment73086 (1246 : Light Farms Sex Offender Extension)

Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Brooks Wilson, Senior Planner
CC: Mike Foreman, City Manager
Date: September 8, 2015
Re: Denton County 128 Annexation Institution

Action Requested:

Consider and institute the annexation of certain territory contiguous to and adjoining the City of Celina, Texas, to wit: being an approximately 127.897 acre tract of land located in the Thomas H. McIntyre Survey, Abstract Number 903, Denton County, Texas; such tract is generally located on the east side of FM 1385, north and west of Crutchfield Road and south of FM 428. (Denton County) (Liebman)

Background Information:

The property is contiguous to current city limits.

- ~~July 14, 2015 — Council option to accept voluntary petition to annex.~~
- ~~July 24, 2015 — Notice of public hearing published.~~
- ~~July 24, 2015 – Notice posted on City website.~~
- ~~July 31, 2015 – Notices sent to PISD and public utilities.~~
- ~~August 11, 2015 — Council held two public hearings.~~
- September 8, 2015 — Council to consider annexation adoption.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Legal Review:

N/A

Staff Recommendation:

Staff recommends that the item be tabled until

Staff Recommendation:

Staff recommends the institution of this annexation.

Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Brooks Wilson, Senior Planner
CC: Mike Foreman, City Manager
Date: September 8, 2015
Re: Institution of Wells South Annexation

Action Requested:

Consider and act to institute the annexation of certain territory contiguous to and adjoining the City of Celina, Texas, to wit: being an approximately ±400.5 acre tract of land W. Wilhite Survey, Abstract No. 1002 and the Jonathan Westoven Survey, Abstract No. 1030, Collin County, Texas, being all of a called 18.531 acre tract of land described in a Special Warranty Deed to The George White Limited Partnership recorded in Volume 5834, page 478, all of a called 127.069 acre tract of land and a called 26.99 acre tract of land described in a Special Warranty Deed to The George White Limited Partnership recorded in Volume 5834, page 461, and all of a called 214.659 acre tract of land described in Special Warranty Deeds to The George White Limited Partnership recorded in Volume 5834, page 483, Volume 5834, Page 488, Volume 5834, Page 493, Volume 5834, Page 498, Volume 5834, Page 503 and Volume 5946, Page 693, all of the Official Public Records of Real Property of Collin County, Texas; such tract is generally located north of FM 1461 (Frontier Parkway), south and west of CR 84, and east of CR 83 (Coit Road), within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas. (Wells South) (Liebman)

Background Information:

A petition for annexation was received from The Hillwood Company on May 15, 2015. The property is contiguous to current city limits.

Notification:

- ~~June 9, 2015 Council accepted voluntary petition to annex~~
- ~~July 15, 2015 Notices sent to PISD and utilities~~
- ~~July 17, 2015 Notice of public hearing published in *The Celina Record*~~
- ~~July 15, 2015 Notice posted on City website~~
- ~~July 29, 2015 Council held two public hearings~~
- September 8, 2015 Council to consider annexation institution

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A.

Staff Recommendation:

Staff recommends approval of the annexation initiation.