



Life Connected.

**PLANNING & ZONING COMMISSION REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
THURSDAY, NOVEMBER 20, 2025
5:00 PM
AGENDA**

- I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:** The Chair will call the meeting to order, establish a quorum, and lead those present in a salute to the American and Texas flags.
- II. OPEN FORUM:**
Open Forum is for information only. If you wish to speak, please sign one of the “Speaker Cards” and present to the Staff Liaison prior to the beginning of the meeting. Speakers are limited to three (3) minutes. No action can be taken. No charges and/or complaints will be heard against any elected official or employee of the city that are prohibited by law.
- *Please note*** Anyone wishing to furnish copies/handouts regarding their item of interest must provide nine (9) copies and present them to the Staff Liaison for distribution.
- III. WORKSESSION:** The Planning & Zoning Commission will hold a Worksession to receive the Director’s report, discuss future agenda items, update on Council actions, training topics, and request for new business consideration. The meeting is open to the public.
Reconvene to the Council Chambers.
- IV. PRESENTATIONS:**
- A. Chair & Vice-Chair Appointments
 - B. Presentation of the Planning Implementation Award (Gold)
- V. 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 Planning and Zoning Commission.
- A. Minutes Approval:
 - 1. Minutes from the October 16, 2025, Planning & Zoning Commission meeting.
- VI. PUBLIC HEARING/ACTION:**
- A. Conduct a public hearing to consider and act upon a request to zone an approximately 6 acre tract of land legally described as PRESTON 450 ADDITION (GCN), LOT 43, Collin, County, Texas, as further identified in the Collin County Appraisal District as Property ID #1498150 to Agricultural District (AG), within the Extraterritorial Jurisdiction (ETJ). (Summer Annexation Contract Expiration (Property ID 1498150 - Zoning)
 - B. Conduct a public hearing to consider and act upon a request to rezone approximately 2 acres to Commercial, Office, & Retail District (C) zoning; generally located along Oklahoma Drive and

approximately 1,000 feet south of Ash Street, within City Limits. (TDW Holdings (710 S Oklahoma - Rezoning)

- C. Conduct a public hearing to consider and act upon a request to zone approximately 54 acres to a Planned Development (PD) with a base zoning of Single-Family Residential, Detached District (SF-R) zoning, and modified development standards; generally located along CR 132 (future Custer Road) and approximately 760 feet north of future Stallcup Boulevard, within the Extraterritorial Jurisdiction (ETJ). (Serenade East - Zoning)
- D. Conduct a public hearing to consider and act upon a request to rezone approximately 13 acres of Planned Development (PD) No. 84 with Dallas North Tollway Overlay District (DNTO) base zoning, and modified development standards; generally located at the northeast corner of Dallas North Tollway and Punk Carter Parkway, within City Limits. (City Limits Honda - PD Amendment)

VII. ADJOURNMENT:

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

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

Staff Liaison



Life Connected.

PLANNING & ZONING COMMISSION REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
THURSDAY, OCTOBER 16, 2025
5:00 PM
MINUTES

I. **CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:** Chair Bain called the meeting to order at 5:00 pm, established a quorum, and led those present in a salute to the American and Texas flags.

Members Present:

Chair Shawn Bain
Vice Chair Bryan Poche
Commissioner Alan Upchurch
Commissioner Daniel Trigo
Commissioner Jason Laumer
Commissioner Michel Dawson
Commissioner Ryan Samuelson

Members Absent:

Staff Present:

Executive Director of Development Services,
Dusty McAfee
Assistant Director of Development Services,
Madhuri Mohan
Long Range Planning Manager,
Melissa Kleineck
Principal Planner, Victoria Kiker Simpson
Senior Planner, Haley Yansky
Senior Planner, Sandra Green

Item IV. A. (Training Overview by the City Secretary’s Office) and the Director’s Report (as part of the Worksession) were moved prior to the Executive Session. Once completed, the items were heard as shown below.

II. **EXECUTIVE SESSION:**

As authorized by Section 551.071 of the Texas Government Code, the Regular Meeting may be Convened into Closed Executive Session for the Purpose of Seeking Confidential Legal Advice from the City Attorney on any Agenda Item Listed Herein. (Closed to Public as Provided in the Texas Government Code.)

A. Discussion regarding state law changes (Senate Bill 840, Senate Bill 15, and Senate Bill 2477).

III. **OPEN FORUM:**

Open Forum is for information only. If you wish to speak, please sign one of the “Speaker Cards” and present it to Staff prior to the beginning of the Planning & Zoning Commission meeting. Speakers are limited to three (3) minutes. The Planning & Zoning Commission can take no action. No charges and/or complaints will be heard against any elected official or employee of the city that are prohibited by law.

Please note, anyone wishing to furnish the Planning & Zoning Commission with copies/handouts

regarding their item of interest must provide 7 copies and present them to Staff for distribution to the Planning & Zoning Commission.

No one came forward to speak.

- IV. **WORKSESSION:** The Planning & Zoning Commission held a Worksession to receive the Director's report, discuss future agenda items, update on Council actions, training topics, and request for new business consideration. The meeting is open to the public.
Reconvened to the Council Chambers.

A. Training Overview by the City Secretary's Office.
Ashley Owens, City Secretary, presented the Training Overview.

B. Presentation of the Scenic City Award
Melissa Kleineck, Long Range Planning Manager, presented the Scenic City Award.

C. Discussion regarding Accessory Structures Ordinance.

Ms. Kleineck shared the proposed revisions to the existing Accessory Structures Ordinance. The Commission did not have any concerns with the proposed revisions, and expressed that they were glad the Ordinance was receiving an update.

- V. **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 Planning and Zoning Commission.

A. Minutes Approval:

1. Minutes from the September 18, 2025, Planning & Zoning Commission meeting.

Upon a motion by Commissioner Dawson and a second by Vice Chair Poche, the Commission voted seven (7) for and none (0) opposed to approve the minutes of the September 18th Planning & Zoning Commission meeting. The motion carried 7-0.

- VI. **PUBLIC HEARING/ACTION:**

A. Conduct a public hearing to consider and act upon a request to zone approximately 9 acres to a Planned Development (PD) with Commercial, Office, and Retail District (C) base zoning, and modified development standards; generally located along future Legacy Drive and approximately 2,000 feet north of future J Fred Smith Parkway, within the Extraterritorial Jurisdiction (ETJ).
(NextGen Celina Senior Living – PD Zoning)

Dusty McAfee, Executive Director of Development Services, presented the staff report.

Mr. McAfee then added that Staff will add a deed restriction to restrict multi-family uses from the property if rezoned with a base of Commercial, Office, and Retail District (C).

Commissioner Upchurch inquired about the cross access into the adjacent single-family neighborhoods; Mr. McAfee clarified that cross-access into adjacent property is a base zoning requirement.

Chair Bain opened the public hearing at 6:04 pm.

Applicant Maxwell Fisher, 2502 Grandview Dr, Richardson, Texas 75080, presented.

No one else came forward to speak, and the public hearing was closed at 6:09 pm.

The commission discussed the item.

Vice Chair Poche motioned to approve the item as proposed.

Commissioner Upchurch seconded the motion.

All were in favor, and the motion was approved.

Upon a motion by Vice Chair Poche and a second by Commissioner Upchurch, the Commission voted seven (7) for and none (0) opposed to approve the item. The motion carried 7-0.

- B. Conduct a public hearing to consider and act upon a request for a Development Agreement on approximately 6 acres of land; generally located at the northeast corner of future J Fred Parkway and Louisiana Drive, within City Limits. (LC Services – Development Agreement)

Mr. McAfee presented the staff report.

Commissioner Laumer inquired into whether the applicant had submitted for a floodplain work permit, and Mr. McAfee responded that while he wasn't sure of the permitting status, it would be required.

Commissioner Laumer asked if the City would have to pay legal fees if the obligations within the agreement are not fulfilled prior to the 5 year term limit. Julie Fort, City Attorney, responded that a clause to cover legal fees could be added to the Development Agreement, but that there is typical language included already if the terms of the contract are not met.

Commissioner Dawson asked when the 5 year shot clock starts. Mr. McAfee clarified that it depends on the terms of the Agreement, but usually after City Council approval. He clarified that ultimately, if the Commission had a recommendation for Council regarding the 5 year term, Council would hear that recommendation and they could approve conditionally.

Commissioner Dawson and Commissioner Upchurch countered, asking about the feasibility of a 3 year term instead, and Commissioner Laumer noted that 3 years might not be enough time for permitting and other logistics.

Commissioner Upchurch asked what time limit the applicant requested. Mr. McAfee responded that the applicant had asked for 5 years.

Chair Bain noted he had no issue with the 5 year term.

Commissioner Laumer asked if the adjacent landowners would be given the same allowance for land use and Mr. McAfee shared that Staff has an upcoming meeting with the adjacent landowners. He explained that the existing zoning is Industrial, which by right excludes heavy industrial uses. He noted this tract would potentially attract heavier industrial uses, which would be considered by the Commission at a later date.

Chair Bain opened the public hearing at 6:20 pm.

No one came forward to speak, and the public hearing was closed at 6:20 pm.

Commissioner Laumer motioned to approve the item as proposed.

Commissioner Upchurch seconded the motion.

All were in favor, and the motion was approved.

Upon a motion by Commissioner Laumer and a second by Commissioner Upchurch, the Commission voted seven (7) for and none (0) opposed to approve the item. The motion carried 7-0.

- C. Conduct a public hearing to consider and act upon a request to zone an approximately 232.844 acre tract of land legally described as A0211A Cowan, TR 11, OLD DCAD Sheet 1, TR #9, Denton County, Texas, as further identified in the Denton County Appraisal District as Property ID #52877; a 5.0 acre tract of land legally described as A0211A COWAN, TR 12E(2), Denton County, Texas, as further identified in the Denton County Appraisal District as Property ID #259466; and a 2.0 acre tract of land legally described as A0211A Cowan, TR 12, OLD DCAD Sheet 1, TR #16, Denton County, Texas, as further identified in the Denton County Appraisal District as Property ID #52883 to Agricultural District (AG), within City Limits. (Property ID 52877, 259466, 52883 – Zoning)

Ms. Kleineck presented the staff report that covered Public Hearing Items C-S.

Chair Bain opened the public hearing at 6:26 pm.

No one came forward to speak, and the public hearing was closed at 6:26 pm.

Commissioner Dawson motioned to approve the item as proposed.

Vice Chair Poche seconded the motion.

All were in favor, and the motion was approved.

Upon a motion by Commissioner Dawson and a second by Vice Chair Poche, the Commission voted seven (7) for and none (0) opposed to approve the item. The motion carried 7-0.

- D. Conduct a public hearing to consider and act upon a request to zone an approximately 10.51 acre tract of land legally described as A0211A COWAN, TR 20, OLD DCAD SHT 1, TR #10, Denton County, Texas, as further identified in the Denton County Appraisal District as Property ID #52943 to Agricultural District (AG), within City Limits. (Property ID 52943 – Zoning)

Chair Bain opened the public hearing at 6:27 pm.

No one came forward to speak, and the public hearing was closed at 6:27 pm.

Commissioner Upchurch motioned to approve the item as proposed.

Commissioner Samuelson seconded the motion.

All were in favor, and the motion was approved.

Upon a motion by Commissioner Upchurch and a second by Commissioner Samuelson, the Commission voted seven (7) for and none (0) opposed to approve the item. The motion carried 7-0.

- E. Conduct a public hearing to consider and act upon a request to zone an approximately 10.3 acre tract of land legally described as A0211A COWAN, TR 33, OLD DCAD SHT 2, TR #3, Denton County, Texas, as further identified in the Denton County Appraisal District as Property ID #52949 to Agricultural District (AG), within City Limits. (Property ID 52949 – Zoning)

Chair Bain opened the public hearing at 6:28 pm.

No one came forward to speak, and the public hearing was closed at 6:28 pm.

Chair Bain motioned to approve the item as proposed.

Commissioner Samuelson seconded the motion.

All were in favor, and the motion was approved.

Upon a motion by Chair Bain and a second by Commissioner Samuelson, the Commission voted seven (7) for and none (0) opposed to approve the item. The motion carried 7-0.

- F. Conduct a public hearing to consider and act upon a request to zone an approximately 10.0 acre tract of land legally described as A1106A A. RAY, TR 4, OLD DCAD TR #3E,4E,5E, Denton County, Texas, as further identified in the Denton County Appraisal District as Property ID #84822 to Agricultural District (AG), within City Limits. (Property ID 84822 – Zoning)

Chair Bain opened the public hearing at 6:28 pm.

No one came forward to speak, and the public hearing was closed at 6:29 pm.

Vice Chair Poche motioned to approve the item as proposed.

Commissioner Dawson seconded the motion.

All were in favor, and the motion was approved.

Upon a motion by Vice Chair Poche and a second by Commissioner Dawson, the Commission voted seven (7) for and none (0) opposed to approve the item. The motion carried 7-0.

- G. Conduct a public hearing to consider and act upon a request to zone an approximately 9.0 acre tract of land legally described as EASTERN HILLS ESTATES LOT 3, Denton County, Texas, as further identified in the Denton County Appraisal District as Property ID #191267 to Agricultural District (AG), within City Limits. (Property ID 191267 – Zoning)

Chair Bain opened the public hearing at 6:29 pm.

No one came forward to speak, and the public hearing was closed at 6:29 pm.

Commissioner Samuelson motioned to approve the item as proposed.

Commissioner Trigo seconded the motion.

All were in favor, and the motion was approved.

Upon a motion by Commissioner Samuelson and a second by Commissioner Trigo, the Commission voted seven (7) for and none (0) opposed to approve the item. The motion carried 7-0.

- H. Conduct a public hearing to consider and act upon a request to zone an approximately 5.69 acre tract of land legally described as EASTERN HILLS ESTATES LOT 4, Denton County, Texas, as further identified in the Denton County Appraisal District as Property ID #195307 to Agricultural District (AG), within City Limits. (Property ID 195307 – Zoning)

Chair Bain opened the public hearing at 6:30 pm.

No one came forward to speak, and the public hearing was closed at 6:30 pm.

Commissioner Upchurch motioned to approve the item as proposed.

Commissioner Laumer seconded the motion.

All were in favor, and the motion was approved.

Upon a motion by Commissioner Upchurch and a second by Commissioner Laumer, the Commission voted seven (7) for and none (0) opposed to approve the item. The motion carried 7-0.

- I. Conduct a public hearing to consider and act upon a request to zone an approximately 2.0 acre tract of land legally described as A0211A COWAN, TR 12E(1), Denton County, Texas, as further identified in the Denton County Appraisal District as Property ID #254098 to Agricultural District (AG), within City Limits. (Property ID 254098 – Zoning)

Chair Bain opened the public hearing at 6:30 pm.

No one came forward to speak, and the public hearing was closed at 6:30 pm.

Commissioner Samuelson motioned to approve the item as proposed.

Vice Chair Poche seconded the motion.

All were in favor, and the motion was approved.

Upon a motion by Commissioner Samuelson and a second by Vice Chair Poche, the Commission voted seven (7) for and none (0) opposed to approve the item. The motion carried 7-0.

- J. Conduct a public hearing to consider and act upon a request to zone an approximately 18.143 acre tract of land legally described as ABS A0170 COLLIN COUNTY SCHOOL LAND #15 SURVEY, SHEET 2, TRACT 19, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #992135 to Agricultural District (AG), within City Limits. (Property ID 992135 – Zoning)

Chair Bain opened the public hearing at 6:31 pm.

Lesa King, 1320 Stanford Lane Celina, Texas 75009, explained she lives in the subdivision adjacent to this property and wanted to understand the implications of the zoning.

Julie Fort, City Attorney, clarified that single-family residential and farming/livestock uses are allowed in Agriculture zoning and referred to the Zoning Ordinance for a table of specific uses. She explained that if the property owner wanted to change the use, it would require a zoning change.

Mr. McAfee, shared that staff was available after the meeting to answer any questions related to zoning or future development.

Realtor Ceci Henson, 5048 Tennyson Parkway Suite 114, Plano, Texas 75024, inquired how annexation would affect County taxes.

Mr. McAfee clarified that annexations already were processed and the items on the agenda were zoning cases.

Resident Jennifer Matie, 4150 Preston Road Prosper, Texas 75078, shared she lives at a property on this agenda that got zoned and inquired about the rollback taxes. Mrs. Fort clarified being within City Limits does not change an existing tax exemption in an appraisal district.

The public hearing was closed at 6:41 pm.

Commissioner Dawson motioned to approve the item as proposed.

Commissioner Laumer seconded the motion.

All were in favor, and the motion was approved.

Upon a motion by Commissioner Dawson and a second by Commissioner Laumer, the Commission voted seven (7) for and none (0) opposed to approve the item. The motion carried 7-0.

- K. Conduct a public hearing to consider and act upon a request to zone an approximately 4.0150 acre tract of land legally described as PRESTON 450 ADDITION, LOT 39, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #1498114; and an approximately 5.28 acre tract of land legally described as ABS A0653 M E P & P R Y CO SURVEY, TRACT 18, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #1584501 to Agricultural District (AG), within City Limits. (Property ID 1498114, 1584501 – Zoning)

Chair Bain opened the public hearing at 6:41 pm.

No one came forward to speak, and the public hearing was closed at 6:41 pm.

Chair Bain motioned to approve the item as proposed.

Vice Chair Poche seconded the motion.

All were in favor, and the motion was approved.

Upon a motion by Chair Bain and a second by Vice Chair Poche, the Commission voted seven (7) for and none (0) opposed to approve the item. The motion carried 7-0.

- L. Conduct a public hearing to consider and act upon a request to zone an approximately 8.816 acre tract of land legally described as ABS A0380 W H HERRON SURVEY, TRACT 14, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #1725734; and an approximately 10.5 acre tract of land legally described as ABS A0380 W H HERRON SURVEY, TRACT 8, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #2121068 to Agricultural District (AG), within City Limits. (Property ID 1725734, 2121068 – Zoning)

Chair Bain opened the public hearing at 6:42 pm.

No one came forward to speak, and the public hearing was closed at 6:42 pm.

Commissioner Upchurch motioned to approve the item as proposed.

Commissioner Trigo seconded the motion.

All were in favor, and the motion was approved.

Upon a motion by Commissioner Upchurch and a second by Commissioner Trigo, the Commission voted seven (7) for and none (0) opposed to approve the item. The motion carried 7-0.

- M. Conduct a public hearing to consider and act upon a request to zone an approximately 24.086 acre tract of land legally described as ABS A1030 JONATHAN WESTOVER SURVEY, SHEET 1, TRACT 9, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #2122500 to Agricultural District (AG), within City Limits. (Property ID 2122500 – Zoning)

Chair Bain opened the public hearing at 6:42 pm.

No one came forward to speak, and the public hearing was closed at 6:43 pm.

Commissioner Samuelson motioned to approve the item as proposed.

Commissioner Dawson seconded the motion.

All were in favor, and the motion was approved.

Upon a motion by Commissioner Samuelson and a second by Commissioner Dawson, the Commission voted seven (7) for and none (0) opposed to approve the item. The motion carried 7-0.

- N. Conduct a public hearing to consider and act upon a request to zone an approximately 3.117 acre tract of land legally described as ABS A0168 COLLIN COUNTY SCHOOL LAND #16 SURVEY, SHEET 1, TRACT 76, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #2507331; an approximately 2.715 acre tract of land legally described as ABS A0168 COLLIN COUNTY SCHOOL LAND #16 SURVEY, SHEET 1, TRACT 77, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #2507332; an approximately 2.15 acre tract of land legally described as ABS A0168 COLLIN COUNTY SCHOOL LAND #16 SURVEY, SHEET 1, TRACT 78, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #2507333; and

an approximately 3.011 acre tract of land legally described as ABS A0168 COLLIN COUNTY SCHOOL LAND #16 SURVEY, SHEET 1, TRACT 79, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #2507334 to Agricultural District (AG), within City Limits. (Property ID 2507331, 2507332, 2507333, 2507334 - Zoning)

Chair Bain opened the public hearing at 6:43 pm.

No one came forward to speak, and the public hearing was closed at 6:43 pm.

Chair Bain motioned to approve the item as proposed.

Commissioner Upchurch seconded the motion.

All were in favor, and the motion was approved.

Upon a motion by Chair Bain and a second by Commissioner Upchurch, the Commission voted seven (7) for and none (0) opposed to approve the item. The motion carried 7-0.

- O. Conduct a public hearing to consider and act upon a request to zone an approximately 3.23 acre tract of land legally described as ABS A0779 LEVIN ROUTH SURVEY, TRACT 12, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #2647903 to Agricultural District (AG), within City Limits. (Property ID 2647903 – Zoning)

Chair Bain opened the public hearing at 6:44 pm.

No one came forward to speak, and the public hearing was closed at 6:44 pm.

Vice Chair Poche motioned to approve the item as proposed.

Commissioner Laumer seconded the motion.

All were in favor, and the motion was approved.

Upon a motion by Vice Chair Poche and a second by Commissioner Laumer, the Commission voted seven (7) for and none (0) opposed to approve the item. The motion carried 7-0.

- P. Conduct a public hearing to consider and act upon a request to zone an approximately 39.437 acre tract of land legally described as ABS A0380 W H HERRON SURVEY, TRACT 9, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #2688521 to Agricultural District (AG), within City Limits. (Property ID 2688521 – Zoning)

Chair Bain opened the public hearing at 6:44 pm.

No one came forward to speak, and the public hearing was closed at 6:44 pm.

Commissioner Dawson motioned to approve the item as proposed.

Commissioner Samuelson seconded the motion.

All were in favor, and the motion was approved.

Upon a motion by Commissioner Dawson and a second by Commissioner Samuelson, the Commission voted seven (7) for and none (0) opposed to approve the item. The motion carried 7-0.

- Q. Conduct a public hearing to consider and act upon a request to zone an approximately 8.376 acre tract of land legally described as ABS A0170 COLLIN COUNTY SCHOOL LAND #15 SURVEY, SHEET 2, TRACT 11, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #2714384 to Agricultural District (AG), within City Limits. (Property ID 2714384 – Zoning)

Chair Bain opened the public hearing at 6:45 pm.

No one came forward to speak, and the public hearing was closed at 6:45 pm.

Chair Bain motioned to approve the item as proposed.

Commissioner Upchurch seconded the motion.

All were in favor, and the motion was approved.

Upon a motion by Chair Bain and a second by Commissioner Upchurch, the Commission voted seven (7) for and none (0) opposed to approve the item. The motion carried 7-0.

- R. Conduct a public hearing to consider and act upon a request to zone an approximately 16.369 acre tract of land legally described as ABS A0380 W H HERRON SURVEY, TRACT 26, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #2741350 to Agricultural District (AG), within City Limits. (Property ID 2741350 – Zoning)

Chair Bain opened the public hearing at 6:45 pm.
 No one came forward to speak, and the public hearing was closed at 6:45 pm.
 Vice Chair Poche motioned to approve the item as proposed.
 Commissioner Samuelson seconded the motion.
 All were in favor, and the motion was approved.

Upon a motion by Vice Chair Poche and a second by Commissioner Samuelson, the Commission voted seven (7) for and none (0) opposed to approve the item. The motion carried 7-0.

- S. Conduct a public hearing to consider and act upon a request to zone an approximately 77.32 acre tract of land legally described as ABS A0167 COLLIN COUNTY SCHOOL LAND #14 SURVEY, SHEET 1, TRACT 22, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #962612 to Agricultural District (AG), within the Extraterritorial Jurisdiction. (Property ID 962612 – Zoning)

Chair Bain opened the public hearing at 6:46 pm.
 No one came forward to speak, and the public hearing was closed at 6:46 pm.
 Commissioner Dawson motioned to approve the item as proposed.
 Commissioner Trigo seconded the motion.
 All were in favor, and the motion was approved.

Upon a motion by Commissioner Dawson and a second by Commissioner Trigo, the Commission voted seven (7) for and none (0) opposed to approve the item. The motion carried 7-0.

VII. ADJOURNMENT:

Chair Bain adjourned the meeting at 6:46 pm.

Chair

Staff Liaison

Date



Life Connected.

Planning
City of Celina, Texas

Memorandum

To: Planning and Zoning Commission
From: Victoria Kiker, Principal Planner
CC: Madhuri Mohan, Assistant Director of Development Services
Date: November 20, 2025
Re: Conduct a public hearing to consider and act upon a request to zone an approximately 6 acre tract of land legally described as PRESTON 450 ADDITION (GCN), LOT 43, Collin, County, Texas, as further identified in the Collin County Appraisal District as Property ID #1498150 to Agricultural District (AG), within the Extraterritorial Jurisdiction (ETJ). (Summer Annexation Contract Expiration (Property ID 1498150 - Zoning)

Action Requested:

Conduct a public hearing to consider and act upon a request to zone an approximately 6 acre tract of land legally described as PRESTON 450 ADDITION (GCN), LOT 43, Collin, County, Texas, as further identified in the Collin County Appraisal District as Property ID #1498150 to Agricultural District (AG), within the Extraterritorial Jurisdiction (ETJ). (Summer Annexation Contract Expiration (Property ID 1498150 - Zoning)

Background Information:

This request is for the zoning of approximately 6 acres, generally located at the northwest corner of Preston Road and Mark Alexander Court, within the Extraterritorial Jurisdiction (ETJ). The proposed zoning is associated with the expiration of a pre-annexation agreement. In 2010, the City entered into a contract agreeing not to annex the subject property until the voluntary conclusion of the terms. With the expiration of this agreement, the property will be voluntarily annexed and provided with the appropriate zoning in conformance with the pre-annexation agreement. The property will be zoned Agricultural District (AG) and subject to applicable City standards and regulations. Please refer to the attachments for additional information.

Legal Review:

This item has been reviewed by the City Attorney.

Supporting Documents:

1. Location Map

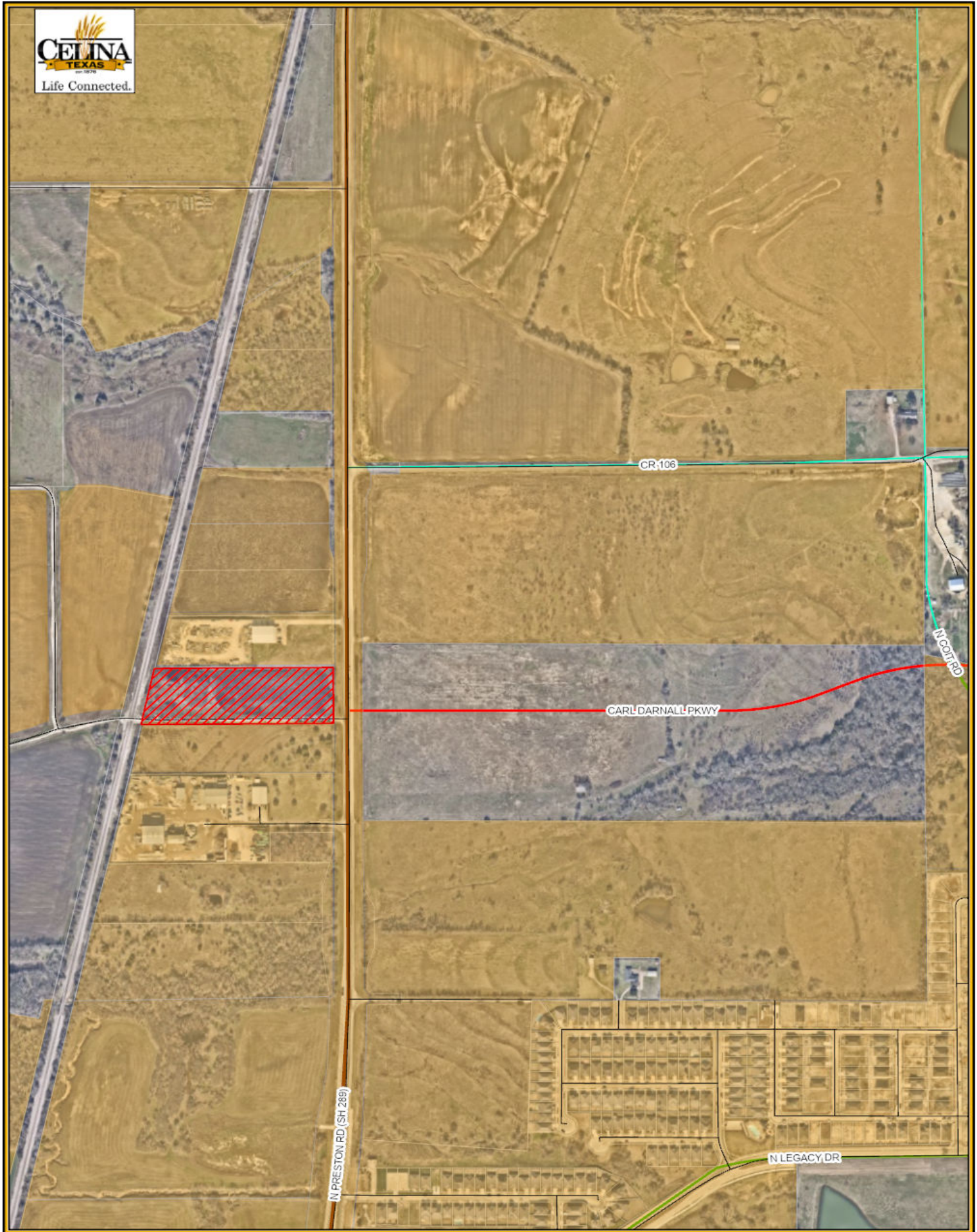
2. Staff Presentation

Financial Consideration:





N/A

Staff Recommendation:

Staff recommends approval as presented.

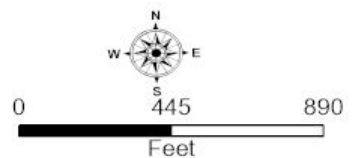


Legend

-  Subject Property
-  City Limits
-  Roads
-  Parcels

**25-Z-17 Property ID 1498150
Location Map
City of Celina**

10/29/2025

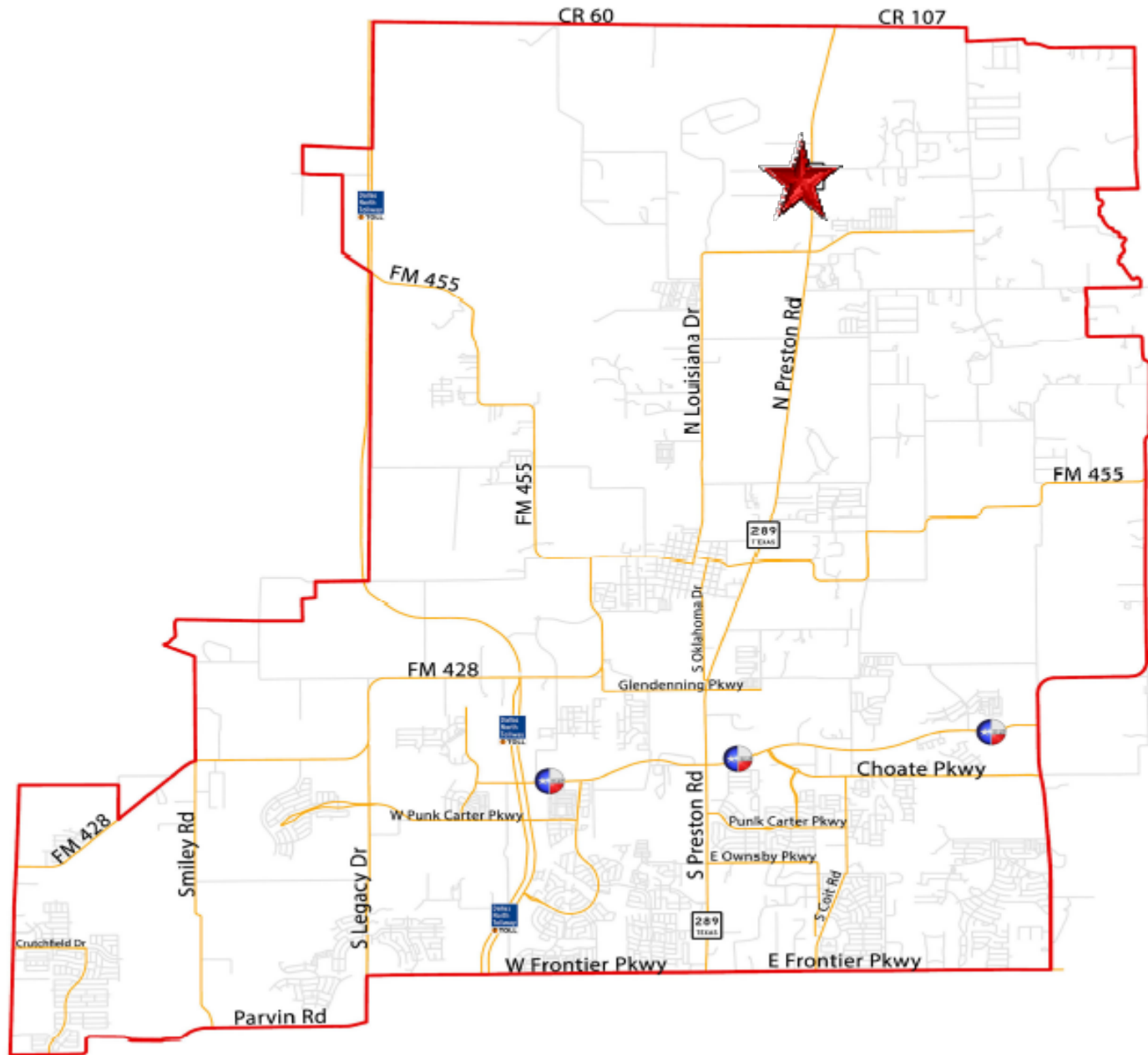


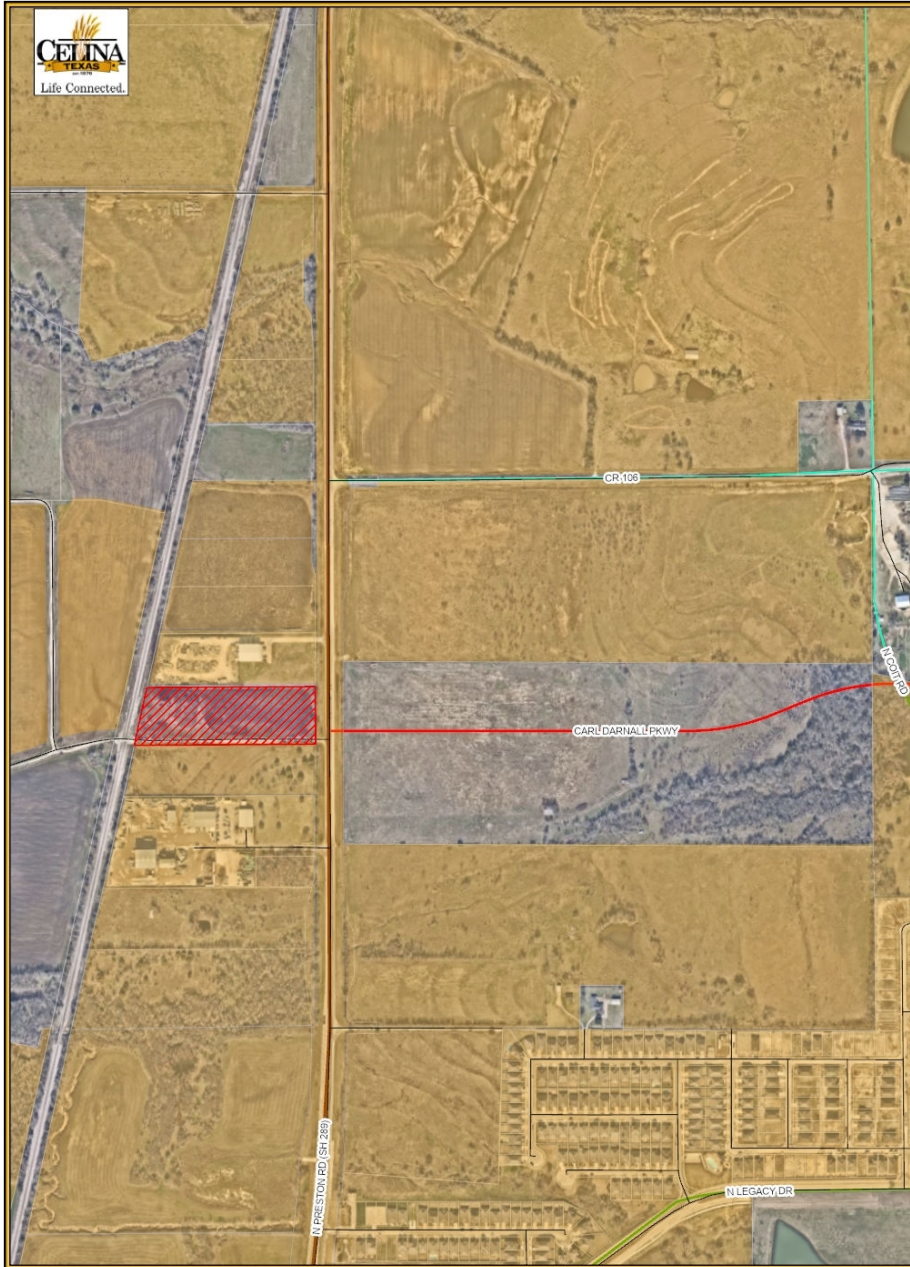
SUMMER CONTRACT EXPIRATIONS

ZONING

Planning & Zoning Commission
November 20, 2025







LOCATION MAP

The subject property is generally located at the northwest corner of Mark Alexander Court and Preston Road

BACKGROUND

- The subject property is approximately 6 acres
- The associated annexation will be considered by City Council in December
- The City entered into a contract with the property owners in 2010
- The pre-annexation agreement had a 15-year term, which is now expiring
- The contract required the City to defer annexation in 2010 until 2025, and required the property owners to consent to the future annexation

POLICY CONSIDERATIONS

- The property will be zoned Agricultural District (AG), which is appropriate for the locations as a “holding district”
- The property owners may in the future request the City to consider another zoning district
- Planning staff has not received any objection from property owners

RECOMMENDATION

- The recommendation of the Planning & Zoning Commission will be considered by the City Council at its regular meeting in December
- Staff recommends approval as presented



Life Connected.

Planning (Purchasing)
City of Celina, Texas

Memorandum

To: **Planning and Zoning Commission**
From: Victoria Kiker, Principal Planner
CC: Madhuri Mohan, Assistant Director of Development Services
Date: November 20, 2025
Re: Conduct a public hearing to consider and act upon a request to rezone approximately 2 acres to Commercial, Office, & Retail District (C) zoning; generally located along Oklahoma Drive and approximately 1,000 feet south of Ash Street, within City Limits. (TDW Holdings (710 S Oklahoma - Rezoning))

Action Requested:

Conduct a public hearing to consider and act upon a request to rezone approximately 2 acres to Commercial, Office, & Retail District (C) zoning; generally located along Oklahoma Drive and approximately 1,000 feet south of Ash Street, within City Limits. (TDW Holdings (710 S Oklahoma - Rezoning))

Background Information:

This request is for a rezoning of approximately 2 acres of land, generally located along Oklahoma Drive and approximately 1,000 feet south of Ash Street, within City Limits. The property was annexed and zoned Agricultural District (AG) in 2014. The proposed rezoning is to Commercial, Office, & Retail District (C) zoning, which is appropriate for the SB 289 corridor. Please refer to the attached documents for further information.

Legal Review:

N/A

Supporting Documents:

1. Location Map
2. Staff Presentation

Financial Consideration:





N/A

Staff Recommendation:

Staff recommends approval as presented.

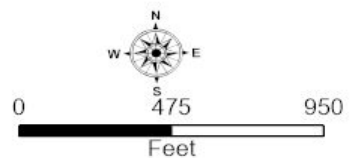


Legend

-  Subject Property
-  City Limits
-  Roads
-  Parcels

25-Z-18 TDW Holdings (710 S Oklahoma) - Rezoning Location Map

10/29/2025

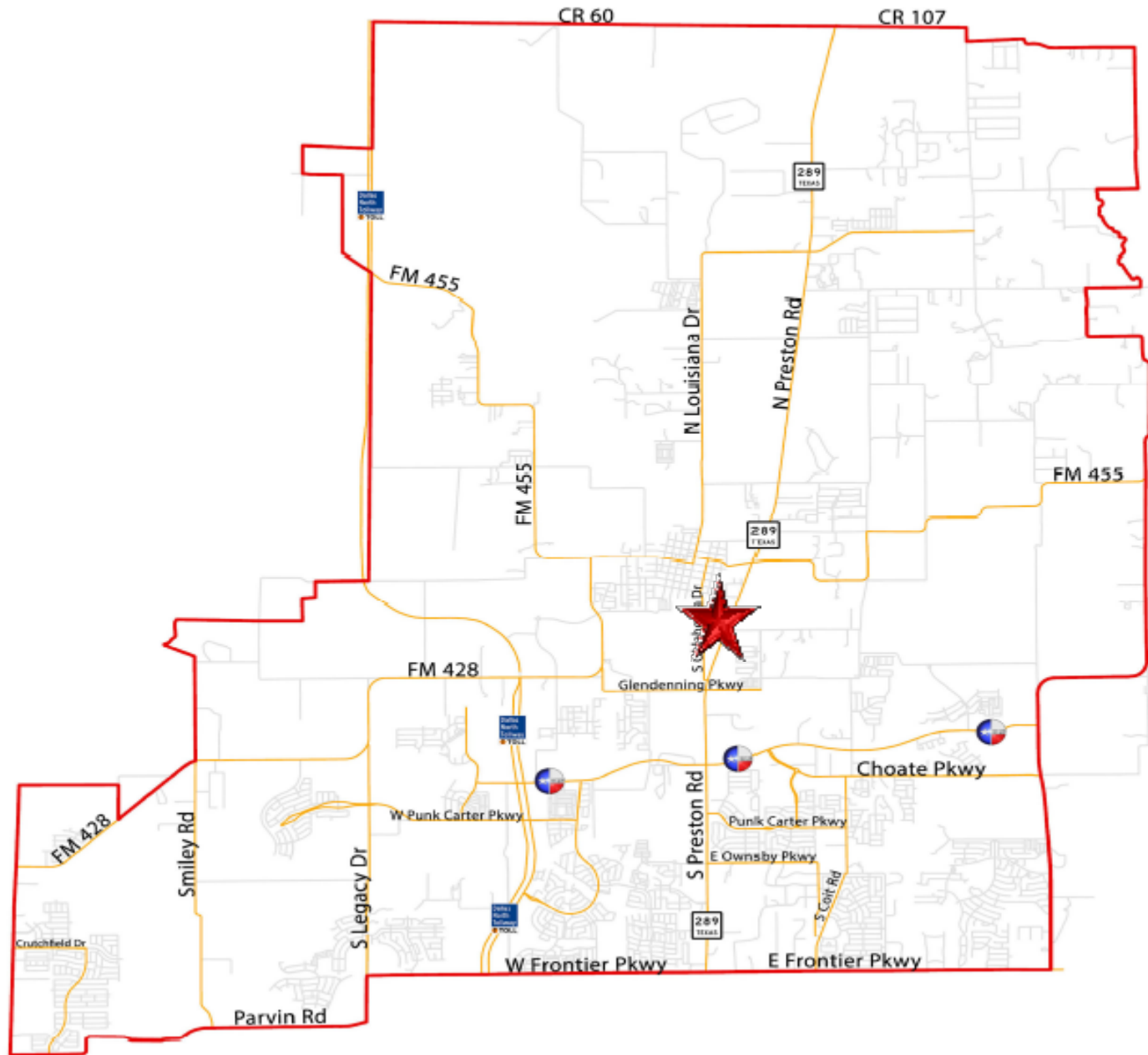


710 S OKLAHOMA

Rezoning

Planning & Zoning Commission
November 20, 2025







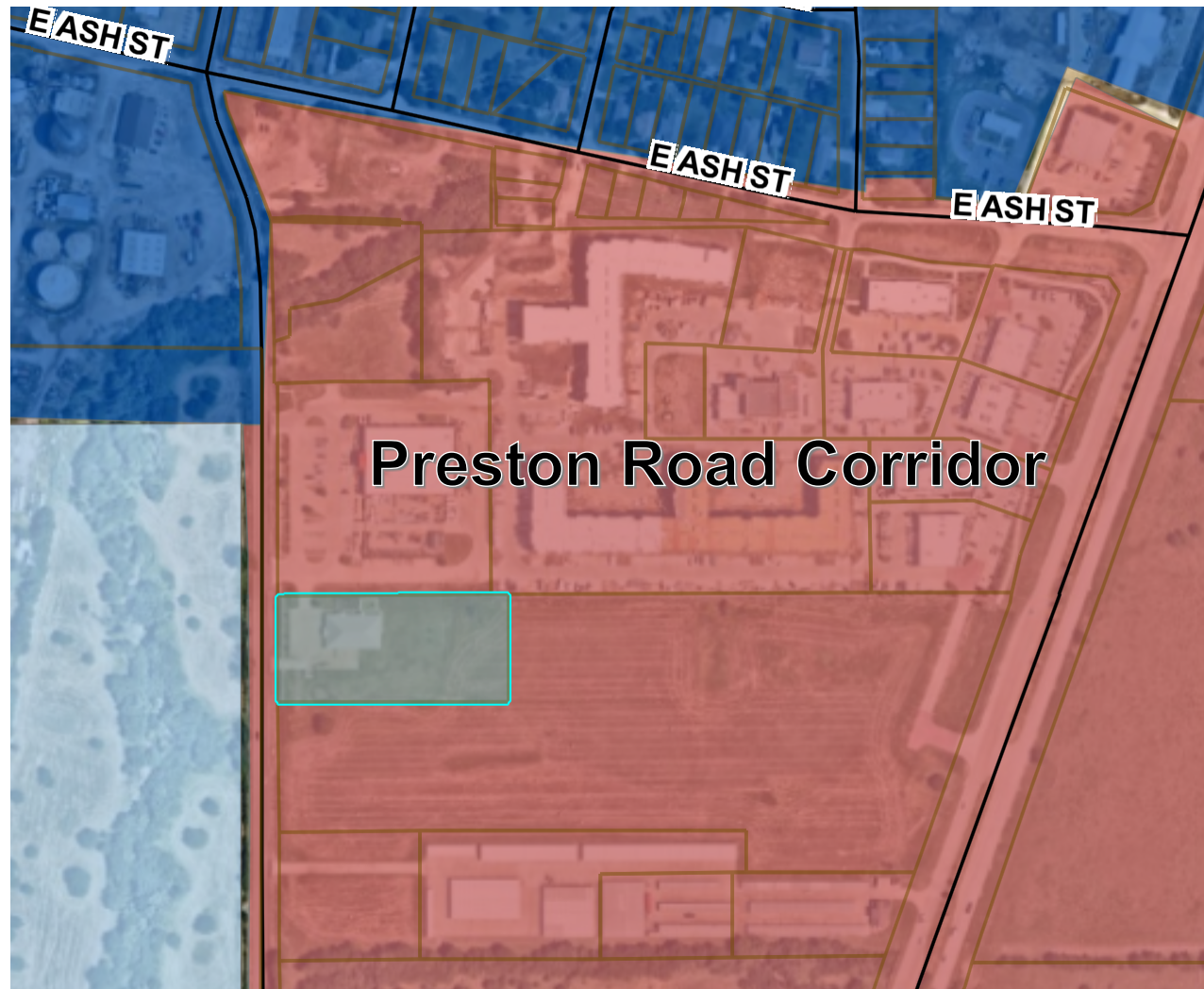
LOCATION MAP

The subject property is generally located along Oklahoma Drive and approximately 1,000 feet south of Ash Street.

BACKGROUND

- The subject property is approximately 2 acres and was annexed into City Limits in 2014, and is currently zoned Agriculture (AG)
- The applicant proposes to rezone the property to Commercial district
- The Future Land Use Plan (FLUP) designates the subject property as Preston Corridor district, which allows for a wide range of land uses, including non-residential and mixed-use
- The subject property is just beyond the PRO (Preston Road Overlay)

FLUP



- Regional Mixed-use 1
- Regional Mixed-use 2
- Community Mixed-use Center
- Preston Road Corridor
- Industry Commerce
- Downtown
- Connected Core
- Scenic Stewardship
- AgriLife

PRESTON CORRIDOR

The Preston corridor is envisioned as nodes of walkable multi-story development along Preston Road. Development along this corridor should heavily promote walkability and connection to surrounding areas. Buildings should front on Preston Road with parking incorporated underneath or behind the building to promote a welcoming street environment. Having one of the lowest residential land uses in the city, the area should primarily provide retail and employment uses.

Anticipated Uses

Primary

Mixed-use, commercial, entertainment, office, and institutional

Secondary

Multi-family residential (incorporated into mixed-use developments)

Residential **25%**
Retail **50%**
Employment **25%**



POLICY CONSIDERATIONS

- The FLUP supports the Commercial rezoning request
- The Commercial zoning is appropriate for the SB 289 corridor
- The subject property has frontage along future Oklahoma Dr

RECOMMENDATION

- The recommendation of the Planning & Zoning Commission will be considered by the City Council at its regular meeting in December
- Staff recommends approval as presented



Life Connected.

Planning
City of Celina, Texas

Memorandum

To: **Planning and Zoning Commission**
From: Victoria Kiker, Principal Planner
CC: Madhuri Mohan, Assistant Director of Development Services
Date: November 20, 2025
Re: Conduct a public hearing to consider and act upon a request to zone approximately 54 acres to a Planned Development (PD) with a base zoning of Single-Family Residential, Detached District (SF-R) zoning, and modified development standards; generally located along CR 132 (future Custer Road) and approximately 760 feet north of future Stallcup Boulevard, within the Extraterritorial Jurisdiction (ETJ). (Serenade East - Zoning)

Action Requested:

Conduct a public hearing to consider and act upon a request to zone approximately 54 acres to a Planned Development (PD) with a base zoning of Single-Family Residential, Detached District (SF-R) zoning, and modified development standards; generally located along CR 132 (future Custer Road) and approximately 760 feet north of future Stallcup Boulevard, within the Extraterritorial Jurisdiction (ETJ). (Serenade East - Zoning)

Background Information:

An existing Development Agreement for Serenade (Huffines) was approved by the City Council at its regular meeting in January 2022 that outlined future annexation and zoning for the property, including an allowance to expand up to 100 acres. This item is to zone 54 acres of the allowed 100 acres to a Planned Development that conforms to the original approved Development Agreement.

Legal Review:

N/A

Supporting Documents:

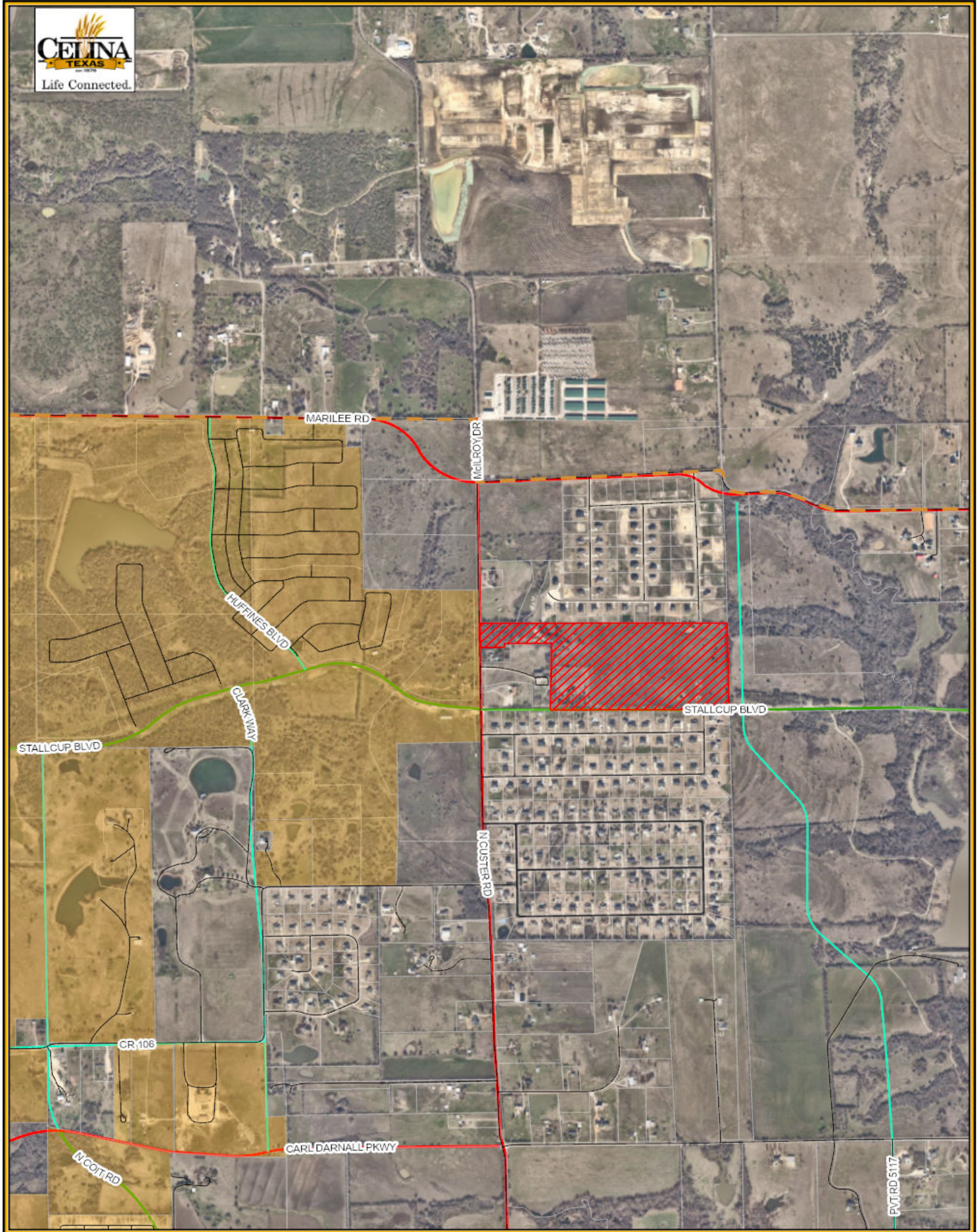
1. Location Map
2. Draft Development Regulations
3. Original DA
4. Staff Presentation

Financial Consideration:





N/A

Staff Recommendation:

Staff recommends approval as presented.

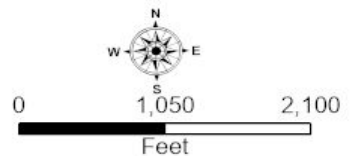


Legend

-  Subject Property
-  City Limits
-  Roads
-  Parcels

**25-Z-14 Serenade East -
Zoning
Location Map**

10/29/2025



DRAFT DEVELOPMENT REGULATIONS

Development of the subject property shall abide by all standards in the Zoning Ordinance, Subdivision Ordinance, and all other applicable City ordinances, as they exist or may be amended. Additionally, all applicable standards and regulations from Planned Development PD-152 (Ordinance 2024-40) govern, except as stated below.

The property is zoned a Planned Development (PD) with a base zoning of Single-Family Residential, Detached District (SF-R), with the following modified regulations:

Concept Plan

The subject property shall generally develop per the attached Concept Plan. The Concept Plan displays the general location and configurations of major thoroughfares and zoning classifications, all of which can be adjusted for pragmatic purposes at time of permitting. Such modifications shall not be unreasonably withheld but are subject to review and approval by the Director of Development Services. Nothing on the Concept Plan precludes the administration of Engineering requirements, such as detention, right-of-way dedication, or any other design regulation.

Zoning

- The lot mix shall be per the table below:

	Smallest Lot Size	Medium Lot Size	Largest Lot Size
Min. Width	50'	60'	70'
Lot % (Min/Max)	60% Max.	N/A	15% Min.

- Rear entry alley-loaded garages shall not be required, and front-loading garages are allowed.

Open Space, Trails, and Amenities

- 15% open space, with associated amenities per the Neighborhood Vision Book (NVB) will suffice for this development, in addition to the existing Serenade amenities.

Architecture

- The subject property is an architecturally, historically, and culturally significant tract of land uses that is meaningfully located; thus, all structures shall abide by the City's architectural standards, and as may be amended.

Stallcup Road

- Development of the subject property shall require the construction of a two-lane section of Stallcup Road, as shown in the following street section and illustrations, concurrently with the other public improvements required as part of the final plat. No other off-site road construction is required in connection with development of the subject property.

**DEVELOPMENT AGREEMENT
(Serenade)**

This Development Agreement (this "Agreement") is made and entered into by and between the City of Celina (the "City"), a home rule municipality located within Collin County, Texas, and HC Celina 414, LLC, a Texas limited liability company (the "Owner") (the City and the Owner each individually, a "Party" and collectively, the "Parties") as of January 11, 2022 (the "Effective Date").

RECITALS

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

WHEREAS, the Owner owns an approximately 413.880-acre tract of land described by metes and bounds on Exhibit A and depicted on Exhibit B (the "Property"); and

WHEREAS, the Property is located wholly within the City's extraterritorial jurisdiction ("ETJ"); and

WHEREAS, the Owner intends to develop the Property as a planned development with residential uses (the "Development"); and

WHEREAS, the water, sewer, roads, drainage, and other public infrastructure necessary to serve the full Development (the "Public Infrastructure") are not currently available; and

WHEREAS, on January 11, 2022, the City Council adopted Resolution No. ^{03R} 2227 (the "Consent Resolution") consenting to the creation of the Serenade Municipal Utility District encompassing all of the Property (the "District"); and

WHEREAS, the City has also consented to the addition of land to the District in this Agreement; and

WHEREAS, the Parties intend that the Owner will cause the design, construction, and installation of the Public Infrastructure to occur at Owner's cost, and that the Owner will recover all or a portion of such costs from the proceeds of bonds issued by the District with the City having no responsibility or liability whatsoever for any District bonds; and

WHEREAS, the Marilee Special Utility District or Mustang Special Utility District (hereinafter, both entities and any successor together or individually referred to as "Marilee") holds a water certificate of convenience and necessity ("CCN") for the Property (the "Marilee CCN"); and

WHEREAS, the Owner is seeking the decertification of the Marilee CCN, and the Parties intend for the City to obtain a water CCN over the Property and serve as the retail water provider to the Property; and

WHEREAS, the City holds a sewer CCN for the Property; and

WHEREAS, the City intends to rebate all municipal rollback taxes collected by the City from the Property to the Owner pursuant to the terms of this Agreement; and

WHEREAS, the Development will have a significant impact on the local economy, and will substantially increase the taxable value of the Property thereby adding value to the City's tax rolls and maximizing the increase in ad valorem real property taxes to be assessed and collected by the City; and

WHEREAS, the grants provided to the Owner under this Agreement are for the public purposes of: (i) developing and diversifying the economy of the state; (ii) eliminating unemployment and underemployment in the state; (iii) developing and expanding commerce in the state; (iv) stimulating business and commerce within the City; and (v) promoting development within the City; and

WHEREAS, the City has an interest in creating jobs and expanding the tax base which accomplish a public purpose; and

WHEREAS, the City has ensured that the public will receive benefits for the grants provided by imposing on the Owner conditions and performance standards that are prerequisites to the Owner receiving any grant, has established an economic development program pursuant to Section 380.001 of the Texas Local Government Code (the "Program") and authorizes this Agreement as part of the Program; and

WHEREAS, the Owner desires to participate in the Program by entering into this Agreement; and

WHEREAS, the City Council finds and determines that this Agreement will effectuate the purposes set forth in the Program and that the Owner's performance of this Agreement will promote local economic development in the City, stimulate business and commercial activity in the City and benefit the City and its citizens.

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, Chapter 380, Texas Local Government Code, as amended, and the City's authority as a home rule municipality; and

WHEREAS, the City is agreeable to the Property being developed pursuant to this Agreement, which will remain in place for a 45-year term and be binding on subsequent purchasers of all or a portion of the Property as provided herein and by Section 212.172, Texas Local Government Code; and

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

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

ARTICLE I
REPRESENTATIONS AND DEFINITIONS

1.1 Recitals. The recitals contained in this Agreement: (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 legislative findings 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.

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

ARTICLE II
PURPOSES, CONSIDERATION, AND TERM

2.1 Purposes. The Parties desire to enter into this Agreement to do the following: provide for consents related to the District; provide for the annexation of the Property and the terms of annexation; provide for infrastructure for the Property, including the Public Infrastructure; specify the uses and development of the Property before and after annexation; and include other lawful terms and consideration pertaining to the entire Property.

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

2.3 Term. This Agreement shall have a 45-year term starting on the Effective Date (the "Term"), except that Section 3.2, and all provisions referenced in Section 3.2, of this Agreement are covenants that touch and concern the Property and shall run with the Property following the termination of this Agreement.

ARTICLE III
REGULATION OF DEVELOPMENT

3.1 Concept Plan and Development Regulations. Development of the Property shall be subject to the applicable ordinances, rules, regulations, standards, policies, orders, guidelines, master plans, or other City-adopted or City-enforced requirements, as amended and adopted by the City for uniform application throughout the corporate limits, and as are applicable to the Development and comply with the Concept Plan attached as Exhibit C, as amended in accordance with this Agreement (the "Concept Plan"), the development regulations attached as Exhibit D (the

"Development Regulations"), and this Agreement (the "City Regulations"). The Parties agree the Concept Plan was created by the Owner for illustrating the boundary, lot mix and general layout of the Development. Any amendment to the Concept Plan shall be considered an amendment to this Agreement and shall replace the attached Concept Plan and become a part of this Agreement. The City Manager of the City may administratively approve any amendments to the Concept Plan that the City Manager deems in his reasonable discretion to be minor in nature. If the City Manager deems an amendment to not be minor in nature, the Concept Plan may be amended as set forth in the City Regulations. Notwithstanding the foregoing, the Owner may amend the Concept Plan without City approval to change the size and location of land use areas shown on the Concept Plan provided that the acreages of multifamily and build-to-rent shown on the original Concept Plan are not increased beyond the acreage caps set forth in the Development Regulations and the acreages of open space, lake, detention, and park areas shown on the original Concept Plan are not decreased. The location of roadways shown on the Concept Plan is conceptual and will be modified and finalized at the time of platting.

3.2 Building Codes, Fire Codes and Building Materials. *As consideration for the Grant, capital recovery fees being reduced and impact fees being waived for the Property, Owner has consented to and requested, and the Parties agree, that **Exhibit D**, the City-adopted building codes and local amendments as subsequently amended, the City-adopted fire codes and local amendments as subsequently amended, and the City's building material regulations contained in the zoning ordinance and in other City ordinances, all as subsequently amended, apply to the Property, and voluntarily agrees to burden the Property with their applicability, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended. The Parties further acknowledge and agree that the terms, provisions, covenants, and agreements contained in, or referenced in, this paragraph are covenants that touch and concern the Property and that it is the intent of the Parties that such terms, provisions, covenants, and agreements shall run with the Property and shall be binding upon the Parties hereto, their successors and assigns, and all subsequent owners of the Property. Should any amendment to the building material regulations contained in the zoning ordinance and in other city ordinances be held to be invalid by a court of competent jurisdiction, the Parties agree that the building material regulations in effect on August 1, 2019 shall then touch and concern the Property and be binding upon the Property.*

3.3 Zoning of Property. While the Parties expressly acknowledge that the Property will be voluntarily annexed in accordance with Section 4.1 of this Agreement, the Parties agree that the Concept Plan, the Development Regulations, and the applicable provisions of this Agreement memorialize the plan for development of the Property as provided for in Section 212.172 of the Texas Local Government Code and other applicable law. The City shall consider zoning the Property consistent with the Development Regulations, Concept Plan, and applicable provisions of this Agreement contemporaneously with the annexation of the Property. Through this Agreement, the Owner expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this section. In the event of a conflict between this Agreement and the zoning of the Property, the Parties agree that this Agreement shall control. The Owner agrees that nothing in this Agreement shall prevent **Exhibit D, Section 3.2 of this Agreement**, or the City Regulations, including but not limited to zoning, from being enforced against an end-buyer of a final platted lot that is developed.

3.4 Platting. The Owner may submit a plat for all or any portion of the Property. Any plat shall be in general conformance with the Concept Plan, including any amendments to the Concept Plan. Approval of plats, permits, plans, designs or specifications by the City shall be in accordance with the City Regulations. Approval by the City, the City's engineer or other City employee or representative of any plats, permits, plans, designs or specifications submitted pursuant to this Agreement or pursuant to the City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the Owner, his engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by the Owner or the Owner's engineer, or engineer's officers, agents, servants, or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. All plats and plans of the Owner related to the Property shall meet the requirements of the applicable City Regulations.

3.5 Vested Rights. This Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code that is deemed filed with the City on the date upon which the last of all of the Parties has approved and duly executed this Agreement. The Owner does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code, and nothing herein shall be construed as a waiver of the Owner's right to challenge the application of an ordinance to the Property on the basis of vested rights or any other cause of action arising under the law, with the exception of the building material regulations referenced in Section 3.2.

3.6 Open Space and Trails. Open space, trails, and amenities shall be provided as described on **Exhibit E** and in the Development Regulations attached as **Exhibit D**, although exact trail locations are subject to change by the Owner at the time of engineering and final platting provided the final locations are generally consistent with the City's Trail Master Plan. The Director of Development may permit minor modifications to **Exhibit E** that are consistent with the quantity and quality of open space, trails, and amenities shown on the original **Exhibit E**. The Director of Development may permit modifications to the color and material requirements for the pavilion. Construction of a pavilion is required in accordance with Section 4 of the Development Regulations on **Exhibit D**.

3.7 Existing Agricultural Uses. Notwithstanding anything to the contrary in this Article III, the City agrees that Owner may use the Property for all agricultural uses and structures that were permitted on the Property prior to the Effective Date subject only to applicable Collin County regulations for such agricultural uses and structures. In the event of a conflict between this Agreement and the City Regulations, this Agreement shall control.

ARTICLE IV **ANNEXATION**

4.1 Annexation.

(a) The City agrees that the Property will not be annexed except pursuant to the Owner's prior written consent subject to the provisions of this Article IV. Within thirty (30) days of being requested to do so by the City, Owner agrees to (a) submit a voluntary annexation petition

for the ETJ Property, or (b) if requested by the City, sign a petition for annexation presented to Owner by the City that may contain additional acres (collectively, the "Petition Property"). The City agrees to complete full purpose annexation of the Petition Property within nine months after the Effective Date, and further agrees that it will not annex the Property until all of the following conditions precedent to annexation have been fully satisfied: (a) creation of a tax increment financing district that encompasses all of the Property ("TIRZ") pursuant to Chapter 311, Texas Tax Code (the "TIRZ Act") and pursuant to an ordinance that is consistent with the provisions of this Agreement; (b) the approval by the City Council and TIRZ board of directors of a TIRZ development agreement with the Owner pursuant to the TIRZ Act that contains terms consistent with the provisions of this Agreement related to the TIRZ, and which may be assigned by the Owner to the District with notice to the City but without City consent; and (c) adoption of a final project and finance plan by the City Council and TIRZ board of directors pursuant to the TIRZ Act that is consistent with the provisions of this Agreement related to the TIRZ.

(b) The Owner agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the Property into the City's corporate limits pursuant to the terms of this Agreement. This Agreement constitutes the service plan agreement for providing City services to the Property. If the City is unable to complete the annexation of the Petition Property for any reason, including but not limited to procedural error or legal challenge, the Owner shall execute another voluntary annexation petition for the Petition Property and/or the portion of the Property being annexed pursuant to this section within ten (10) days of being requested to do so. Owner acknowledges and agrees that this Section 4.1 was a material inducement for the City to enter into this Agreement with Owner.

(c) 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.

(d) Owner is not required to enter into this Agreement. The annexation procedures described in plain language in this Agreement require the Owner's consent. The Parties acknowledge and agree that this Agreement shall satisfy the written disclosure requirements under Section 212.172(b-1) of the Texas Local Government Code.

ARTICLE V FEES

5.1 Fees. Except as specifically described below, the Property shall be subject to those fees and charges due and payable to the City in connection with the Development that are charged pursuant to City Regulations and comply with State law.

(a) Single Family Residential. No capital recovery fees, including, but not limited to, pro rata fees, impact fees for water, sewer and roadways and other capital recovery fees shall be charged against single family residential development on the Property other than: (i) park fees in an amount not exceeding \$1,500 per residential dwelling unit; (ii) roadway capital recovery fees of \$5,500 per single family residential dwelling unit (\$2,500 of each such fee to be retained by the City with the remainder to be paid by the City to Owner within 30 days after receipt); (iii) water

capital recovery fees of \$4,400 per single family residential dwelling unit (\$2,000 of each such fee to be retained by the City with the remainder to be paid by the City to Owner within 30 days after receipt); and (iv) wastewater capital recovery fees of \$5,200 per single family residential dwelling unit (all of which shall be paid by the City to Owner within 30 days after receipt). Roadway, water, and wastewater capital recovery fees shall each escalate by an additional \$500 per single family attached or detached residential dwelling unit upon reaching the ten-year anniversary of the Effective Date and then every fifth anniversary of the first escalation thereafter, all of which additional amounts shall be retained by the City. Fees required by this section will be due and payable by a building permit applicant to the City prior to the issuance of any building permit by the City. Fees required by this section to be paid by the City to Owner shall be paid to Owner within 30 days after the date the City collects such fees as an economic development grant pursuant to Chapter 380, Texas Local Government Code.

(b) Single Family Rentals and Multi-family. Park fees, water, wastewater, impact fees, tap fees, and meter fees, and roadway fees paid in connection with single family rental development and multi-family development shall be collected by the City, and 50 percent of each fee collected by the City shall be paid to the Owner, with the remainder of each fee retained by the City. Fees required by this section will be due and payable by a building permit applicant to the City prior to the issuance of any building permit by the City. Fees required by this section to be paid by the City to Owner shall be paid to Owner within 30 days after the date the City collects such fees as an economic development grant pursuant to Chapter 380, Texas Local Government Code.

5.2 Emergency Sirens. The Owner agrees to pay the City a fee in the amount of \$55,000 to be used by the City to purchase and install one emergency warning siren on the Property, which shall be the only emergency siren fee required to be paid in connection with the development or use of the Property. Such fee shall be paid to the City prior to the City recording the final plat for the second phase of development of the Property.

5.3 Technology Fees and Educational Foundation Fees. No technology fees or educational foundation fees shall be required to be paid in connection with the development or use of the Property.

ARTICLE VI **RETAIL WATER AND SEWER SERVICE; PUBLIC INFRASTRUCTURE**

6.1 Water Service. Prior to the City's annexation of the Property, the Owner shall take one of the following actions, or cause the District to take one of the following actions at no cost to the City: (a) cause the Property located in Marilee's CCN to be decertified from Marilee's CCN and pay the compensation required to Marilee in order for the City to provide water service to the Property which decertification may be done in whole or in part as the Property develops; or (b) if the Owner is unable to decertify Marilee's CCN over the Property, make payment to the City of 50% of the amount necessary for the City to purchase Marilee's CCN for the Property pursuant to that certain Full and Final Settlement Agreement dated April 24, 2001, as subsequently amended, between the City and Marilee, and the City shall be responsible for funding the remaining 50% of such cost. To the extent the Owner funds such costs, the Owner may seek reimbursement from the District. 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 of the Property, subject to the

Owner's and/or the District's obligations to (a) compensate Marilee for a decertification of Marilee's CCN or compensate the City for 50% of the City's acquisition of Marilee's CCN; and (b) pay for and construct the Public Infrastructure. Within 180 days following either the Marilee CCN decertification (including compensation of Marilee by the Owner) or payment to the City of 50% of the CCN purchase amount all as described above, the City shall amend its CCN to include the Property. Based upon the foregoing, the Owner acknowledges and agrees to the City's designation as the sole and exclusive retail water service provider to the Property.

6.2 Sewer Service. 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. The City agrees that capacity to serve the Development shall be created by construction of a new City-owned and operated wastewater treatment plant to serve the Property and other property in the same sewer basin and at the location shown on Exhibit H (the "New Plant"). Within thirty (30) days of the Effective Date, Owner agrees to pay City Four Hundred Thousand Dollars (\$400,000.00) for the City to use towards the cost of designing and permitting the New Plant, and the City shall immediately commence the design and permitting process upon receipt of said payment from Owner. Within 30 days after the Owner enters into a grading contract with a third party for all or a portion of the Property and provides notice to the City of such contract, City shall begin construction of the New Plant (the "Commencement Deadline"). The City shall complete construction of the New Plant and have the New Plant operational and ready to serve the Property within 18 months after the Commencement Deadline. The City shall reimburse such \$400,000 payment to the Owner within 30 days after the date the City accepts the Public Infrastructure for the phase one improvements, which acceptance shall not be unreasonably delayed or withheld. If the New Plant is not operational and able to serve the Development or any portion thereof, City agrees to pump and haul wastewater from the Development at the City's sole cost until such time as the New Plant is operational and able to serve the full Development. Based upon the foregoing and subject to the City satisfying its obligations to complete the New Plant and provide retail wastewater service to the Development pursuant to this section, the Owner acknowledges and agrees to the City's designation as the sole and exclusive retail sewer service provider for all new development on the Property. Within thirty (30) days of receiving a written request from Owner, the City will provide to Owner or Owner's designee a "will serve" letter confirming it will provide capacity to serve the Development of the Property. In addition, this Agreement shall serve as a "will serve" letter confirming the City's willingness to provide capacity to serve the Development of the Property pursuant to the terms of this Agreement. Nothing herein shall prohibit the Owner or the District from seeking a discharge permit to allow a new treatment plant to be constructed by the District to serve the Property, or prohibit the Owner from seeking decertification of the City as the retail wastewater provider, in the event the City is unable or unwilling to provide retail wastewater service for all or any portion of the Development.

6.3 Public Infrastructure.

(a) Standards. The Owner or the District will fund the cost of all Public Infrastructure improvements necessitated by the development of the Property, and shall have a right to all of the capacity in all utility improvements funded by the Owner or the District. Such improvements will be constructed in phases as the Property is developed. To the extent easements or rights-of-way

are needed within the Property and/or on the perimeter of the Property, they shall be dedicated by the Owner to the City at no cost to the City. The Public Infrastructure will be installed within easements granted to the City or in the public right-of-way; however, dry utilities may be in an easement separate from the right-of-way (wet utilities may be located within the right-of-way). The size of the Public Infrastructure shall be as finally determined by the City's engineer, however, if the City requires oversizing of any improvements to serve land outside of the boundaries of the Property, the City shall be solely responsible for the up front funding of the incremental increase in all cost associated with such improvements related to increasing the capacity of such improvements (the "Oversizing Costs"). Construction and/or installation of Public Infrastructure shall not begin until complete and accurate plans and specifications have been approved by the City. Each contract for construction of Public Infrastructure shall require a two-year maintenance bond following completion of such Public Infrastructure, which bond shall run in favor of the Party responsible for maintenance of the completed Public Infrastructure. The City shall have the right to inspect, at any time, the construction of all water, wastewater, roadway, and storm water Public Infrastructure, which such Public Infrastructure, except as otherwise expressly provided for in this Agreement, shall be designed, constructed, and inspected in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations. The timing of construction of the various components of such Public Infrastructure shall be as required by the City Regulations.

(b) Inspections, Acceptance of Public Infrastructure. From and after the inspection, approval, and acceptance by the City of the water, wastewater, drainage, and roadway Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City and City shall maintain and operate the accepted Public Infrastructure, or any portion thereof. The City's inspections shall not release the Owner from its responsibility to construct, or ensure the construction of, adequate Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to the Development provided the City satisfies its obligations under this Agreement. Maintenance and operation of open spaces, trails, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, detention ponds and any other common improvements or appurtenances is addressed in the Development Regulations, and to the extent not addressed shall be maintained and operated by a homeowner's association in accordance with the City Regulations

(c) ROW Dedication. All right-of-way will be dedicated in the manner required by the City Regulations subject to Section 6.4.

6.4 Right-of-Way and Roadway Improvements.

(a) Except as otherwise provided in this Section 6.4, the Owner shall, by plat or as requested by the City and at no cost to the City, dedicate to the City, right-of-way for the on-site thoroughfares shown on Exhibit F, in accordance with the City Regulations, including the City's adopted thoroughfare plan, as well as the right-of-way needed for the portion of the perimeter thoroughfares to be constructed by the Owner as shown on Exhibit F, in phases as final plats are approved contiguous to such thoroughfares.

(b) The Owner shall design and construct the improvements described on **Exhibit F** (the "**Roadway Improvements**"), excluding the section of Stallcup Boulevard shown on **Exhibit F** as a segment to be constructed by the City, in phases as final plats are approved contiguous to such roadways unless such improvements have already been constructed by the City or a third party; however, no construction of Stallcup Boulevard by the Owner shall be required until at least 500 lots within the Property are completed as part of a recorded final plat.

(c) With the exception of the Roadway Improvements, the Owner shall not be required to construct or fund any thoroughfare improvements.

(d) The Owner agrees to escrow one-half of the estimated cost to construct median related improvements for the portion of Marilee Road and the portion of Stallcup Boulevard shown on **Exhibit F** to the extent such improvements cannot be completed when the Owner constructs its proportionate share of such Roadway Improvements, including the median cost as well as median street lights and median landscaping.

(e) The City agrees, at its sole cost, to acquire right-of-way and commence construction of the City's two-lane portion of Stallcup Boulevard, as shown on **Exhibit F**, not later than 12 months after the date the Owner delivers written notice to the City requesting the City to commence construction, and to complete such construction no later than Owner's completion of the Owner's portion of Stallcup Boulevard, as shown on **Exhibit F**. Any failure or delay by the City to commence and complete such construction shall not result in the City withholding or delaying any plat, permit, or other development approvals for the Property. The Owner will design the city's portion of Stallcup Boulevard, as shown on **Exhibit F**, when the Owner designs the Owner's portion of Stallcup Boulevard, and the City shall reimburse the Owner for such design costs prior to the deadline stated in this subsection for the City's commencement of construction of the City's portion of Stallcup Boulevard.

6.5 **Water Infrastructure.** The Owner shall design and construct the proposed water improvements depicted on **Exhibit G** (the "**Water Improvements**") in phases as needed to serve the development of the Property unless such improvements have already been constructed by the City or a third party. The Owner shall not be required to construct any water line that exceeds 18 inches in size unless the City funds the Oversizing Costs. The Owner shall not be required to construct any off-site water improvements not shown on **Exhibit G**. If the City constructs any of the Water Improvements prior to the Owner's construction of such improvements, the Owner shall pay the City for the Owner's proportionate share of the cost of such improvements prior to recording a final plat that connects to such improvements.

6.6 **Wastewater Infrastructure.** Except as otherwise provided by Section 6.2, the Owner shall design and construct the proposed wastewater improvements depicted on **Exhibit H** (the "**Wastewater Improvements**") in phases as needed to serve the development of the Property unless such improvements have already been constructed by the City or a third party. The Owner shall not be required to construct any wastewater line that exceeds the size needed for the development of the Property unless the City funds the Oversizing Costs. The Owner shall not be required to construct any off-site wastewater improvements not shown on **Exhibit H**.

6.7 **Eminent Domain.** The Owner agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the Public

Infrastructure. If, however, the Owner is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of the Effective Date, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. The Owner shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall, if requested in writing by the City, escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, the Owner shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. City is not required to continue pursuing the eminent domain unless and until the Owner deposits addition Eminent Domain Fees with the City. Any unused escrow funds will be refunded to the Owner with thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain. In addition, the District may exercise the power of eminent domain to acquire rights-of-way, consents, or easements, if any, required for the Public Infrastructure.

6.8 Internet and Gas Lines. Simultaneously with the construction of water Public Infrastructure, the Owner shall install, or caused to be installed, within public rights-of-way or public easements high-speed internet infrastructure (either fiber or a future technology approved by the City) and gas lines to the perimeter of each lot. The high-speed internet infrastructure/fiber and gas lines shall be adequately sized to serve the intended use of the lot, with the high-speed internet infrastructure/fiber being capable of transmitting high-speed internet of at least 1 gig per second. Once installed, the Owner shall have no obligation to own, maintain or upgrade such high-speed internet infrastructure or gas lines.

6.9 Transfer of Warranties. Any Public Infrastructure that is transferred to the City shall be accompanied by all applicable third-party bonds and warranties related to construction and maintenance of such Public Infrastructure.

ARTICLE VII **TIRZ**

7.1 The City shall create the TIRZ before the Property is annexed. Upon creation, the TIRZ term will be the longer of a term that (i) expires 35 years after the recording of the last final plat for any portion of the Property, or (ii) the date that is the last date the last series of District bonds required to fund full development of the Property is paid or, (iii) if no District bonds are issued, the date that the Owner is reimbursed for all amounts required to fund full development of the property that would be eligible for reimbursement if the District had issued bonds. The City's TIRZ creation ordinance shall confirm the City's TIRZ participation rate at an amount equal to twenty cents per \$100 of assessed value from ad valorem real property taxes collected by the City from the Property (or an equivalent amount from any other legally permitted sources), unless the

City modifies or revokes any of the District Consents (as defined in this Agreement), at which time the City's TIRZ participation will increase to an amount equal to 100 percent of the ad valorem real property taxes collected by the City from the Property (or an equivalent amount from any other legally permitted sources). TIRZ revenue may fund any cost eligible for funding pursuant to the TIRZ Act, including costs for public infrastructure and economic development grants. TIRZ revenue may be pledged to the repayment of District debt. Following creation of the TIRZ and approval by the City of the TIRZ final project plan and finance plan, the Owner and the City will enter into a TIRZ agreement that obligates the City to (a) reimburse the Owner from TIRZ revenue for all amounts expended to fund public improvements required for full development of the Property the costs of which are not reimbursed from the District's net bond proceeds; and (b) pay the Owner an economic grant equal to \$400,000 plus interest at a rate of six percent per year until paid as consideration for the Owner's payment described in Section 6.2 but only if such payment is not timely reimbursed to the Owner as described in Section 6.2 The TIRZ agreement will provide that TIRZ revenue paid by the City to the Owner will first be applied to reimbursement obligations; next to unpaid but accrued interest on the \$400,000 grant amount; and last to reduce the principal balance of the \$400,000 grant. The City agrees to pay to either the Owner or the District, at the Owner's option, all TIRZ revenue described above for the TIRZ term described in this paragraph. If requested by the City, the Owner agrees to provide documentation that no TIRZ costs have been reimbursed from District bond proceeds unless TIRZ revenue was pledged to the District bonds the proceeds of which are being paid to the Owner. Documentation shall be in the form of an independent accounting firm's "agreed upon procedures report."

7.2 Except for TIRZ revenue pledged to the repayment of District bonds as provided in Section 7.1 pursuant to a TIRZ reimbursement agreement, no conveyance, transfer, assignment, mortgage, pledge, grant, or other encumbrance shall be made by the Owner or any successor or assignee of the Owner of this Agreement, a 380 grant, or any other TIRZ reimbursement agreement, that results in the City being an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission without the express written consent of the City. A conveyance, transfer, assignment, mortgage, pledge, grant, or other encumbrance may only be made by the Owner or any successor or assignee of the Owner of or related to payments received pursuant to this Agreement, a 380 grant, or any TIRZ reimbursement agreement as security for or the payment of bonds or other securities issued by any entity other than the City if, after a request by the Owner to the City, the City declines to issue bonds secured by such revenues.

ARTICLE VII

CHAPTER 380 GRANT OF ROLLBACK TAXES

8.1 As consideration for the Owner's consent to the voluntary annexation of the Property, and in accordance with Chapter 380 of the Texas Local Government Code, the City agrees to pay to the Owner an amount equal to 100 percent of all municipal rollback taxes collected by the City from the Property, excluding any penalties and interest charged for late payment, within 90 days after such tax revenue is collected (the "Grant"). As a condition to receiving the Grant, the Owner shall be in compliance with the requirements of this Agreement at the time the City is required to pay the Grant pursuant to this paragraph.

8.2 The Grant payable by the City to the Owner is not secured by a pledge of ad valorem taxes or financed by the issuance of any bonds or other obligations payable from ad valorem taxes

of the City but is payable only from funds of the City authorized by the Program and Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 380. Payment of the Grant is subject to the City's receipt of funds from municipal rollback taxes collected by the City from the Property consistent with the terms of Section 8.1. This Article VIII shall expressly survive the expiration or termination of this Agreement.

ARTICLE IX DISTRICT

9.1 Consent to District Creation. This Agreement constitutes the irrevocable and unconditional consent of the City to the creation of the District pursuant to the authority of Article III, Section 52 and Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Texas Water Code, as amended. The City further consents to (a) an expansion of the authority of the District (by petition to and approval of the TCEQ or otherwise) to include road powers pursuant to Section 54.234, Texas Water Code, as amended; and (b) to expansions, from time to time, of the authority of the District (by special acts of the Texas legislature or otherwise) to include other powers that are authorized by the Texas Constitution or by the laws of the State of Texas, as amended. If more than one district is created, the City further consents to divisions of the districts and to boundary adjustments among the districts in the form of exclusions and additions of land within the Property, so long as the number of acres in the District, or any other district consented to in the paragraph, does not exceed an additional 100 acres, for a maximum total of 513.880 acres.

9.2 Consent to District Annexation of Land. The City consents to the District's annexation of a maximum of 100 acres of land located outside of the Property, provided, however, such land must be annexed into the City for full purposes before the District annexes such land into the District's boundaries and the maximum acres set forth in Section 9.1 is not exceeded.

9.3 Consent Resolutions; Other Documents. The City agrees to adopt such further ordinances and execute such further documents as may reasonably be requested by Owner, the TCEQ, the AG, or the District to evidence the City's consents as set forth in this Agreement and in the Consent Resolution.

9.4 No Limitation of Powers. Nothing in this Agreement is intended to limit, impair, or conflict with the authority of or powers granted to the District by the Texas Constitution, Texas Water Code, Texas Local Government Code, or any other current or future statute applicable to such District.

9.5 Full Satisfaction. The consents contained in this article and in the Consent Resolution (the "District Consents") are given by the City: (a) in full satisfaction of any requirements for district consents contained in any statute or otherwise required by law, rule, regulation or policy including, but not limited to, consents required by the Texas Water Code, as amended, the Texas Local Government Code, as amended, any rules, regulations, or policies of the TCEQ; (b) with the understanding that the District Consents are irrevocable and cannot be withdrawn or modified in any way by the City so long as Owner is in full compliance with the terms of this Agreement and not in breach of this agreement or by any action of the City Council without the prior written approval of Owner; (c) with the understanding that Owner has relied on the District Consents to Owner's material detriment and but for the District Consents Owner would not have entered into this Agreement; and (d) with the understanding that the City has relied on

this Agreement to City's material detriment and but for this Agreement City would not have provided the District Consents.

9.6 Dissolution. The City agrees that it will not take any action that will have the effect of abolishing or dissolving the District until ninety percent (90%) of the developable portion of the Property has been developed with water, sanitary sewer and roads and the District has issued its bonds to fully reimburse the Owner for such infrastructure, to the extent not being reimbursed from another funding mechanism and as allowed under the then current rules of the TCEQ.

ARTICLE X
ASSIGNMENT AND ENCUMBRANCE

10.1 Assignment by Owner to Successors.

(a) The 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 the Owner under this Agreement, to any person or entity (an "Owner Assignee") that (i) is or will become an owner of any portion of the Property or (ii) is controlled by or under common control by the Owner and becomes 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. An Owner Assignee is considered the "Owner" and a "Party," under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Owner Assignee. Notice of each proposed assignment to an Owner Assignee shall be provided to the City at least fifteen (15) days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Owner Assignee.

(b) Each assignment shall be in writing executed by the Owner and the Owner Assignee and shall 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. A copy of each fully executed assignment to an Owner Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the City agrees to look solely to the Owner Assignee for the performance of all obligations assigned to the Owner Assignee and agrees that the 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 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.

(c) 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.

(d) The Owner shall maintain written records of all assignments made 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.

(e) The City shall not assign this Agreement.

10.2 Collateral Assignments. The Owner and Owner Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written Notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice (hereinafter defined) information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

10.3 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement.

10.4 Limitation on Assignment. Except as otherwise provided in Article VII and except for an assignment of a TIRZ agreement by Owner to the District, no conveyance, transfer, assignment, mortgage, pledge, grant or other encumbrance shall be made by the Owner, Owner Assignee, or any successor or assignee of the Owner of this Agreement, any Chapter 380 agreement, the Grant, the capital recovery fees payments, or any TIRZ agreement that results in the City being an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission without the express written consent of the City.

ARTICLE XI **RECORDATION, RELEASES, AND ESTOPPEL CERTIFICATES**

11.1 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, with the exception of Article III and the Development Regulations, 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.

11.2 Releases. From time to time upon the written request of the Owner, the City and Owner shall execute, in recordable form, a mutual release of this Agreement, which shall be for at least 100 acres, if the Owner's obligations and City's obligations under this Agreement have been

satisfied, subject to the continued application of the Development 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.

11.3 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 XII
ADDITIONAL PROVISIONS

12.1 Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City: Attn: Jason Laumer, City Manager
City of Celina
302 W. Walnut St.
Celina, Texas 75009
E-mail: jlaumer@celina-tx.gov
TEL: (972) 382-2682
FAX: (972) 382-3736

With a copy to: Attn: Lance Vanzant
Hayes, Berry, White & Vanzant, LLP
512 W. Hickory St., Ste. 100
Denton, TX 75206
E-mail: lvanzant@hbwvlaw.com
TEL: (940) 387-3518
FAX: (866) 580-1744

With a copy to: Attn: Julie Fort
Messer, Rockefeller & Fort , P.L.L.C.
6371 Preston Rd., Ste. 200
Frisco, Texas 75034
E-mail: julie@txmunicipallaw.com
TEL: (972) 668-6400
FAX: (972) 668-6414

To the Owner: HC Celina 414, LLC
Attn: Phillip Huffines
8200 Douglas Avenue, Suite 300
Dallas, TX 75225
E-mail: pwh@huffinescommunities.com
TEL: (214) 526-3000
FAX: (214) 750-5900

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

Any party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

12.2 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which Notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event more than 30 days after written Notice of the alleged failure has been given. Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the Notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If a Party who has received Notice under this section cannot cure an alleged failure to perform within 45 days after receipt of written Notice, such Party shall give written Notice to the other Party within such 45 day period (a) stating that the Party cannot cure the alleged failure within 45 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 45 days after the initial written Notice of the alleged failure has been given.

12.3 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 City to suspend performance under this Agreement unless the portion of the Property for which performance is suspended is the subject of the 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 Developer A is in default with respect to any other

tract or based on the grounds that any other developer is in default with respect to any other tract); or

(c) adversely affect or impair the current or future obligations of the City to provide water or sewer service or any other service to any developed portion of the Property or to any undeveloped portion of the Property unless the undeveloped portion of the Property is the subject of the default; or

(d) entitle the aggrieved Party to seek or recover exemplary damages; or

(e) adversely affect or impair the effectiveness or validity of the District Consents; or

(f) adversely affect or impair the current or future rights, powers or authority of the District (including, but not limited to, the issuance of bonds) or the day-to-day administration of the District; or

(g) adversely affect or impair rights of the Owner or the District to receive TIRZ payments, capital recovery fee, meter fee, or impact fee payments, or Chapter 380 grant funds pursuant to the terms of this Agreement; or

(h) allow the City to annex the Property except as expressly authorized by this Agreement; or

(i) limit the Term.

12.4 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. This is an agreement for the provision of goods or services to the City under Section 271.151 et. seq. of the Texas Local Government Code.

12.5 INDEMNIFICATION AND HOLD HARMLESS.

(a) THE OWNER AND ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE OWNER; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE OWNER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE OWNER OF ANY OF THE PUBLIC INFRASTRUCTURE ACQUIRED FROM THE OWNER HEREUNDER; (III) THE OWNER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE OWNER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION AND/OR CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE OWNER OR ITS AGENTS TO CONSTRUCT THE PUBLIC INFRASTRUCTURE; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO OWNER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES,

REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE PUBLIC INFRASTRUCTURE OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE PUBLIC INFRASTRUCTURE, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY. OWNER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST OWNER IN PROVIDING SUCH DEFENSE.

(b) IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY OWNER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF OWNER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF OWNER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. OWNER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF OWNER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND OWNER SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES. THE CITY AGREES, UNLESS ADVISED BY DEFENSE COUNCIL TO THE CONTRARY, TO ASSERT ITS IMMUNITY FROM LIABILITY AND IMMUNITY FROM SUIT AND/OR OTHER AVAILABLE AFFIRMATIVE DEFENSES

(c) THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION AND THE EXPRESS NEGLIGENCE TEXT COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT, AND IS VALID AND ENFORCEABLE AGAINST THE OWNER.

(d) THIS SECTION 12.5 SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

12.6 THE 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 EXPRESSLY SET FORTH IN THIS AGREEMENT.

(a) THE OWNER ACKNOWLEDGES AND AGREES THAT, PROVIDED THERE ARE NO CITY DEFAULTS UNDER THIS AGREEMENT:

(i) THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

- (A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;
- (B) VIOLATION OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED; AND/OR

(C) NUISANCE.

(II) THE AMOUNT OF THE OWNER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE OWNER'S ANTICIPATED IMPROVEMENTS AND OWNER'S DEVELOPMENT OF THE PROPERTY PLACES ON THE CITY'S INFRASTRUCTURE.

(III) THE OWNER HEREBY AGREES, STIPULATES AND ACKNOWLEDGES THAT:
(A) ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE 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 FURTHER AGREES TO WAIVE AND RELEASE ALL CLAIMS IT MAY HAVE AGAINST THE CITY UNDER THIS AGREEMENT RELATED TO ANY AND ALL:
(A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND
(B) ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

(b) NOTHING IN THIS AGREEMENT, INCLUDING THIS SECTION 12.6, WAIVES (AND OWNER EXPRESSLY RESERVES) ANY RIGHT THE OWNER MAY NOW OR HEREAFTER HAVE WITH RESPECT TO ANY CLAIM THAT THE APPLICATION OF AMENDMENTS TO THE CITY REGULATIONS, ENACTED AFTER THE EFFECTIVE DATE, TO THE PROPERTY VIOLATES ANY STATE OR FEDERAL LAW, SO LONG AS SUCH CLAIM DOES NOT RELATE TO ANY EXPRESS OBLIGATION OF OWNER SET FORTH IN THIS AGREEMENT.

(c) THIS SECTION 12.6 SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

12.7 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.

12.8 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 to the extent provided by law, and that the performance by the Parties under this Agreement, as to the Property, is authorized by Section 212.172 of the Texas Local Government Code.

12.9 Entire Agreement; Severability.

(a) Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement, but does not supersede the Resolution. This Agreement shall not be modified or amended except in writing signed by the Parties; provided, however, upon written notice to the City, the Owner may amend this Agreement to add 100 acres of land located in the City's ETJ to this Agreement without any further City approval required, which additional land shall become part of the defined term "Property" (the "Additional Land"). The Additional Land must be owned by the Owner or its affiliate, and a memorandum of the amendment, including the legal description of the Additional Land and an updated Concept Plan showing the Additional Land, shall be recorded in the real property records of Collin County by the Owner. The Additional Land must be developed in accordance with the City Regulations, including the Development Regulations applicable to single family, except that a maximum of ten percent of the area included in the Additional Land may be developed with single family attached or detached residential, multi-family, or single family rentals (build to rent) products that comply with the City Regulations applicable to such uses. Additional single family units are permitted on the Additional Land not to exceed five units for each acre of Additional Land.

(b) Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

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

12.11 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.

12.12 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.

12.13 No Third-Party Beneficiaries. Except as provided in this section, this Agreement only inures to the benefit of, and may only be enforced by, the Parties. The District shall be a third-party beneficiary entitled to enforce this Agreement. With the exception of the District, 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.

12.14 Manufactured Housing. Notwithstanding any other provision of this Agreement to the contrary, HUD-certified manufactured homes and an associated construction trailer may be located within the Property, from time to time, for any purpose necessary for the creation or administration of the District (including, but not limited to, providing qualified voters within the District or qualifying persons to serve on the Board of Directors of the District). Owner will notify the City of the location of, make and model of, HUD number for, and 911 address of each home within 30 days after the home is occupied. Manufactured homes and the associated construction trailers permitted by this Agreement: (a) are not required to be located on a platted lot; (b) do not require a building permit; (c) do not require a certificate of substantial completion; (d) do not otherwise have to comply with the Development Regulations or the City Regulations; (e) do not require any permit or other approval by the City; and (f) will be promptly removed when no longer needed for the creation or administration of the District. Manufactured homes and the associated construction trailers permitted by this Agreement shall, however, be subject to all permits or approvals otherwise required by the County; and the City agrees to cooperate in good faith to assist Owner in obtaining such permits and approvals and in obtaining water, sewer, and utility service for such homes.

12.15 Water Wells. Water wells may be drilled within the Property for the sole purpose of providing irrigation water; subject, however, to all applicable rules and regulations of Collin County (if any) and the TCEQ. Water wells may not be used to provide potable water.

12.16 Director Qualifying Lots. Notwithstanding any other provision of this Agreement to the contrary, the conveyance, from time to time, by metes and bounds or otherwise of any portion of the Property to any person for the purpose of qualifying such person to be a member of the board of directors of the District shall not be considered a subdivision of land requiring a plat or otherwise requiring the approval of the City; provided, however, no Structure, other than manufactured housing authorized by this Agreement, shall be constructed on any property conveyed for such purpose unless and until a plat of such portion has been approved by the City in accordance with this Agreement.

12.17 Boycott of Israel. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to enable compliance with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

12.18 Iran, Sudan and Foreign Terrorist Organizations. Section 2252.151 of the Texas Government Code defines a "governmental contract" as a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment, and provides that the term includes a contract to obtain a professional or consulting service subject to Chapter 2254 of the Texas Government Code. The Owner represents that, as of the date of this Agreement, to the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Owner (if any) is an entity listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code or identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

- (a) <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>;
- (b) <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
- (c) <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

12.19 Form 1295. Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Owner, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Parties understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Owner; and, neither the City nor its consultants have verified such information.

12.20 Verification Regarding Discrimination Against Fossil Fuel Companies. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge

to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

12.21 Employment of Undocumented Workers. During the term of this Agreement, the Owner agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), the Owner shall repay the Chapter 380 grant payments received by the Owner from the City and granted herein within 120 days after the date the Owner is notified by the City of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101 (c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

12.22 Verification Regarding No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification and the following definitions, 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association, 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section

250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting), and ‘firearm trade association,’ a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.”

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

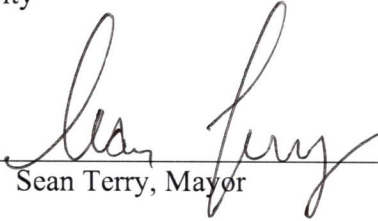
Exhibit A	Metes and Bounds Description of the Property
Exhibit B	Depiction of the Property
Exhibit C	Concept Plan
Exhibit D	Development Regulations
Exhibit E	Open Space, Parks, Trails, Amenities
Exhibit F	Roadway Improvements
Exhibit G	Water Improvements
Exhibit H	Sewer Improvements
Exhibit I	Fencing Plan

12.24 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.


12.25 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care, including, but not limited to, events or circumstances related to a pandemic or supply shortage delays.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement to be effective as of the Effective Date.

CITY OF CELINA, TEXAS
the "City"


By: 
Sean Terry, Mayor

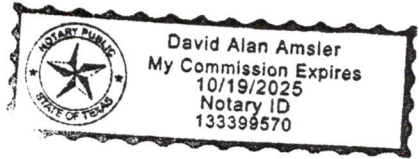
ATTEST:

By: 
David Amsler, Assistant City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

On January 12, 2022, 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



THE OWNER:

HC Celina 414, LLC
a Texas limited liability company

By: *Phillip W. Huffines*
Name: Phillip Huffines
Title: Manager

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on January 6, 2022, by Phillip Huffines, Manager of HC Celina 414, LLC, a Texas limited liability company, on behalf of said company.

Roxanne Cabrera
Notary Public in and for the State of Texas

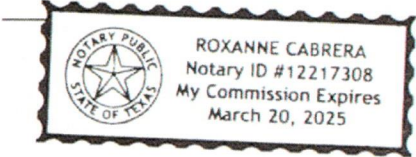


EXHIBIT A
METES AND BOUNDS DESCRIPTION OF THE PROPERTY

SITUATED in the State of Texas, County of Collin, being part of the John Davis Survey, Abstract No. 247, part of the W. C. Lewis Survey, Abstract No. 533, part of the T & P Railway Company Survey, Abstract No. 931, part of the B.B. B. & C. Railway Company Survey, Abstract No. 127, being part of a 300 acre tract of land as recorded in Volume 758, Page 493 and Volume 1154, Page 497, part of a 210 acre tract as recorded in Volume 5086, Page 2603, and part of a 110 acre tract as recorded in Volume 334, Page 397 all in the Collin County Land Records, with said premises being more particularly described as follows:

BEGINNING at a Mag Nail for corner in the approximate middle of County Road 107 and being in the north line of said 300 acre tract, from which a 1/2" iron rod found for reference bears South 00°16'10" East, 17.81 feet, said beginning corner being the northeast corner of a 74.937 acre tract as recorded under County Clerk No. 20150521000592850 of the Collin County Land Records, from said beginning corner the northwest corner of said 300 acre tract bears North 89°21'56" West, 748.16 feet, additionally said beginning corner being in the south line of a called 66.38 acre tract as recorded in Volume 2611, Page 680 of the Deed Records of Grayson County, Texas;

THENCE with the approximate middle of County Road 107, the north line of said 300 acre tract and said 210 acre tract, and the south line of said 66.38 acre tract, the south line of a called 45.927 acre tract as recorded in Volume 3539, Page 866, the south line of a called 19.985 acre tract as recorded under Doc. No. 2017-11996, and partway with the south line of a called 3.00 acre tract in Volume 2508, Page 93 all in the Deed Records of Grayson County, Texas, South 89°21'56" East (Basis of Bearing), 2579.69 feet to a P.K. Nail set marking the northwest corner of a 1.00 acre Cell Tower Site retained by the current owner;

THENCE departing said roadway and along the west line of said 1.00 acre Cell Tower Site, South 00°39'21" East, 208.71 feet to a point marking the southwest corner of said Cell Tower Site;

THENCE with the south line of said 1.00 acre Cell Tower Site, South 89°21'56" East, 208.76 feet to a point marking the southeast corner of said 1.00 acre Cell Tower Site;

THENCE with the east line of said 1.00 acre Cell Tower Site, North 00°39'21" West, passing at 30.00 feet a 1/2" reference iron rod found on line, passing at 193.71 feet a 1/2" iron rod set on line for reference, and continuing for a total distance of 208.71 feet to a P.K. Nail set marking the northeast corner of said 1.00 acre Cell Tower Site in the approximate middle of County Road 107, and being in the north line of said 300 acre tract, and the south line of the aforementioned 3.00 acre tract;

THENCE with the approximate middle of County Road 107, the north line of said 300 acre tract, the north line of the aforementioned 110 acre tract, the south line of said 3.00 acre tract, the south line of a called 2.40 acre tract recorded in Volume 2386, Page 212, the south line of a called 10.25 acre tract as recorded in Volume 1625, Page 78, the south line of a called 60.9 acre tract as recorded in Volume 2521, Page 687 all in the Deed Records of Grayson County, Texas, South

89°21'56" East, 701.69 feet to a Mag Nail found marking the northerly most northwest corner of William Drummond's 1.363 acre tract Correction Deed as recorded under Clerk's No. 20200922001614070 of the Collin County Land Records;

THENCE departing said roadway and with the perimeter of said 1.363 acre tract as follows: South 00°39'21" East, passing a Roome capped iron rod set 92.21 feet, and continuing for a total distance of 353.37 feet to a Roome capped iron rod found marking its southwest corner; North 86°37'23" East with the south line of said 1.363 acre tract, a distance of 171.22 feet to a wood fence corner post found marking its southeast corner, same being in the east line of said 110 acre tract, the west line of the aforementioned 210 acre tract, and also being in the west line of a 22.02 acre tract as

as recorded under Clerk's No. 20181204001480170 of the Collin County Land Records;

THENCE with the general course of a wire fence along the east line of said 110 acre tract, the west line of said 210 acre tract, with the west line of said 22.02 acre tract, the west line of a 20.00 acre tract as recorded under County Clerk No. 202006290009911040, and a 20.00 acre tract under County Clerk No. 20200817001339900 of the Collin County Land Records, South 00°39'21" East, 1,746.66 feet to a ½" iron rod found marking the southwest corner of said 20.00 acre tract (CC#20200817001339900);

THENCE with the south line of said 20.00 acre tract, and passing through said 210 acre tract, South 89°21'56" East, passing at 1266.39 feet a ½" iron rod found for reference, and continuing for a total distance of 1296.39 feet to a Mag Nail found marking the southeast corner of said 20.00 acre tract, and being in the approximate of County Road 132, and a called 9.40 acre tract as recorded in Volume 4646, Page 1192 of the Collin County Land Records;

THENCE South 00°47'36" East along the east line of said 210 acre tract, the west line said 9.40 acre tract, the west line of a called 69.3 acre tract as recorded under Clerk's No. 20170605000723319, the west line of a called 1.500 acre tract as recorded under Clerk's No. 20180606000696520, the west line of Magnum Estates as recorded in Volume 2019, Page 157, and the west line of a called 4.3441 acre tract as recorded under Clerk's No. 20191216001595160 all in the Collin County Land Records or Map Records, a total distance of 1,476.44 feet to a point for corner from which a P.K. Nail for reference bears North 31°48'49" West, 0.38 feet, said point for corner being the northwest corner of Highland Crossing as recorded in Volume 2019, Page 300 of the Collin County Map Records;

THENCE continuing with the approximate middle of County Road 132, the east line of said 210 acre tract, and the west line of Highland Crossing, South 00°52'38" East, 380.56 feet to a Railroad Spike found marking the northeast corner of a called 26.13 acre tract as recorded under Clerk's No. 20170502000560210 of the Collin County Land Records;

THENCE departing said roadway, South 88°49'47" West, passing through said 210 acre tract, and with the north line of said 26.13 acre tract, passing at 15.00 feet a ½" iron rod found for reference, and continuing for a total distance of 948.30 feet to a Roome capped iron rod found marking the northwest corner of said 26.13 acre tract;

THENCE passing through said 210 acre tract and with the west line of said 26.13 acre tract, South 00°44'16" East, 905.28 feet to a Roome capped iron rod found marking the northeast corner of Laborde's 7.734 acre tract as recorded under Clerk's No. 20110915000983700 of the Collin County Land Records;

THENCE passing through said 210 acre tract, and with the north line of said 7.734 acre tract, South 88°49'58" West, 415.91 feet to a steel fence corner post found for corner from which a Roome capped iron rod found bears North 69°28'57" East, 0.32 feet, said point for corner being the northwest corner of said 7.734 acre tract, and the southeast corner of a called 13.552 acre tract as recorded under Clerk's No. 20091015001273960 of the Collin County Land Records;

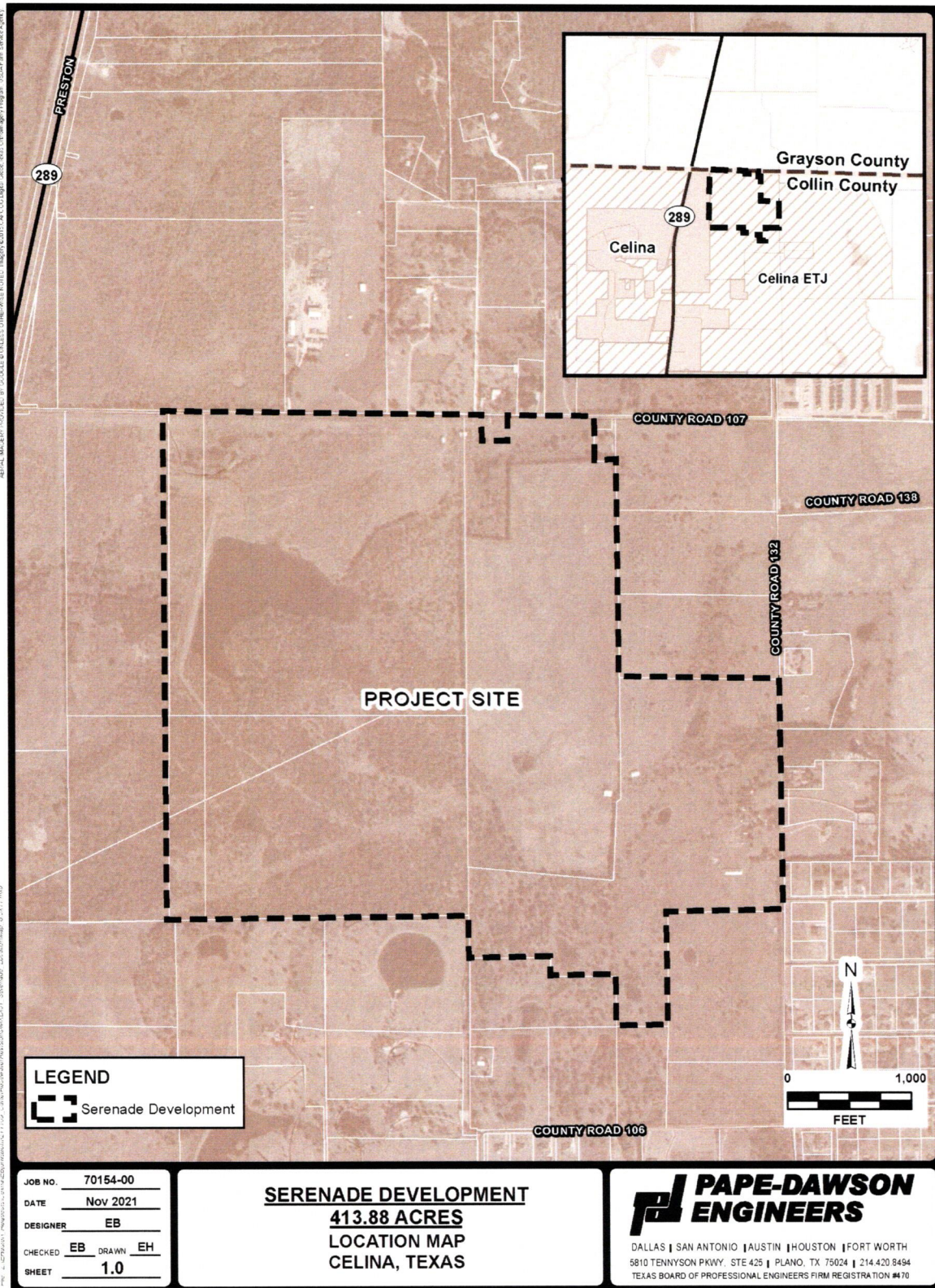
THENCE with the general course of a wire fence and passing through said 210 acre tract and along a common line with said 13.552 acre tract as follows: North 00°45'23" West, 413.01 feet to a point for corner from which a steel fence corner post bears North 88°50' East, 0.78 feet; South 88°49'58" West, 529.56 feet to a steel fence corner post from which a Roome capped iron rod bears South 70°09' East, 0.79 feet; North 00°41'46" West, 152.89 feet to a fence corner post from which a Roome capped iron rod found bears North 73°22' East, 0.42 feet; and South 88°49'58" West, 656.73 feet to a point for corner between two existing fences and marking the northwest corner of said 13.552 acre tract, being in the west line of said 210 acre tract, and being in the east line of a called 99.376 acre tract as recorded in Volume 5145, Page 3200 of the Collin County Land Records;

THENCE with the general course of a wire fence, the west line of said 210 acre tract, and the east line of said 99.376 acre tract, North 00°39'11" West, 338.79 feet to a fence post for corner from which a ½" iron rod found bears North 59°22' East, 0.41 feet, said fence post marking the northeast corner of said 99.376 acre tract, and the southeast corner of the aforementioned 300 acre tract;

THENCE with the general course of a wire fence, the south line of said 300 acre tract, and the north line of said 99.376 acre tract, South 89°17'50" West, 2438.96 feet to a Roome capped iron rod found marking the southeast corner of the aforementioned 74.937 acre tract;

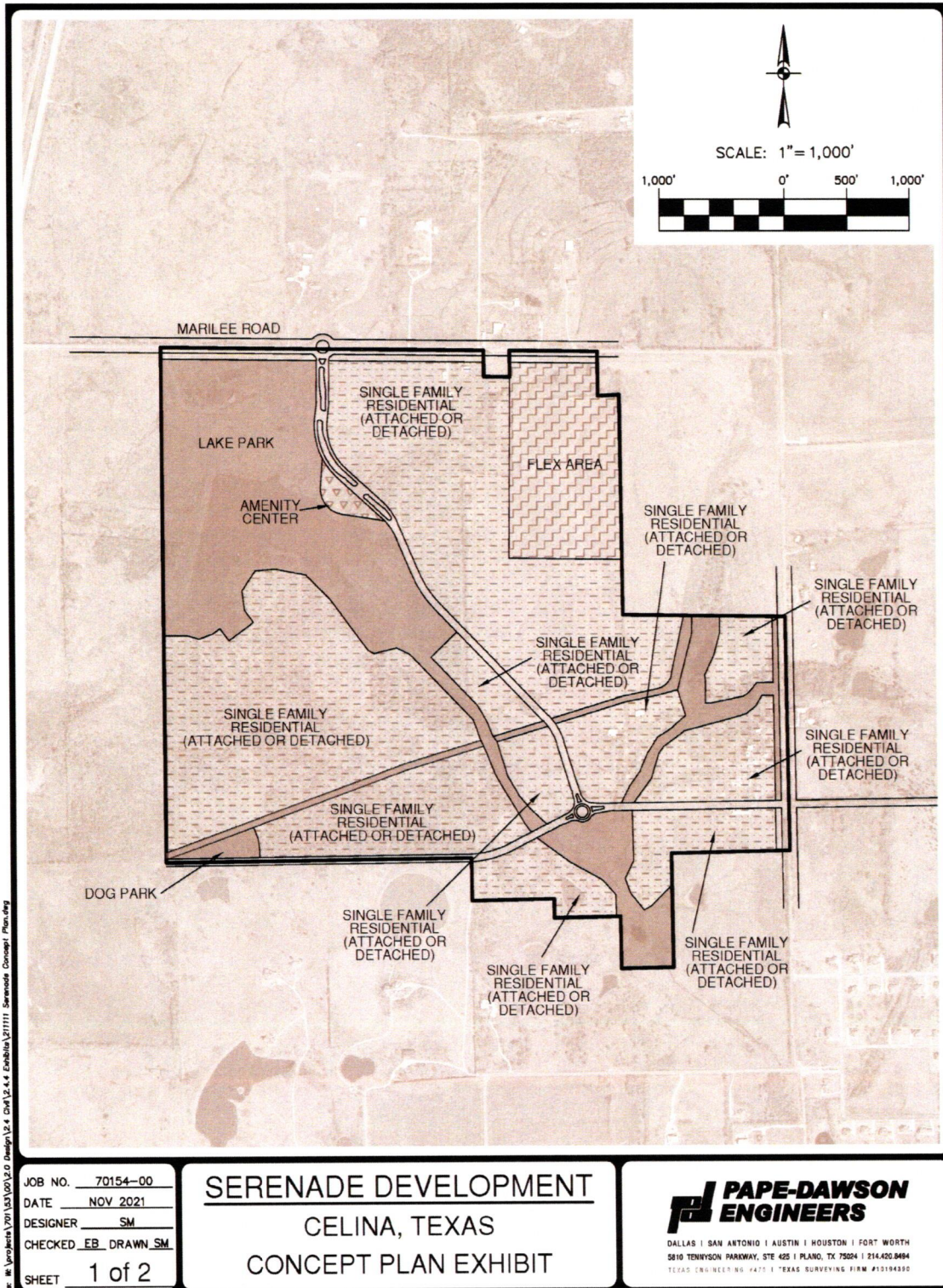
THENCE with the general course of a wire fence, and the east line of said 74.937 acre tract, North 00°16'10" West, passing at 4064.32 feet said ½" reference iron rod found, and continuing for a total distance of 4082.13 feet to the place of beginning and containing 413.880 acres of land.

**EXHIBIT B
PROPERTY DEPICTION**







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EXHIBIT C CONCEPT PLAN



LAND USE SUMMARY

	SINGLE FAMILY RESIDENTIAL (ATTACHED OR DETACHED) 265.6 AC.
	FLEX AREA - 30.7AC.
	AMENITY CENTER - 2.1 AC.
	OPEN SPACE - 115.5 AC.
TOTAL	413.9 AC.

Date: Nov 11, 2021, 3:03pm User ID: maddison
 File: \\L:\projects\70154\00\1\0 Design\2.4 Civil\2.4.4 Exhibit\111111 Serenade Concept Plan.dwg

JOB NO. 70154-00
 DATE NOV 2021
 DESIGNER SM
 CHECKED EB DRAWN SM
 SHEET 2 of 2

SERENADE DEVELOPMENT
 CELINA, TEXAS
CONCEPT PLAN EXHIBIT



DALLAS | SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH
 5810 TENNYSON PARKWAY, STE 425 | PLANO, TX 75024 | 214.420.8484
 TEXAS ENG REG. NO. 7477 | TEXAS SURVEYING FIRM #10194930

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EXHIBIT D
DEVELOPMENT REGULATIONS

1. Concept Plan. The Property shall generally comply with the Concept Plan, which may be amended in accordance with Section 3.1 of this Agreement; however, single family residential development (attached or detached) shall be permitted at any location shown for development of single family residential or shown as "flex area" on the Concept Plan notwithstanding anything to the contrary in this Agreement or on the Concept Plan. The Concept Plan meets the intent of the City's Comprehensive Plan and Neighborhood Vision Book.

2. Permitted Uses. The base zoning district for "residential" areas shown on the Concept Plan shall be SF-R. The base zoning district for the flex area shown on the Concept Plan shall be SF-R for single family attached or detached development; MF-0 (Horizontal) as defined in Section 3(b) below ("MF-0 Standards") for single family rentals (build to rent); and MF-2 (Urban Edge) or MF-3 (Urban Living) zoning districts (at the land owner's option) for multifamily development. The following uses shall be permitted by right: (a) single family detached residential; (b) single family attached residential, duplex, triplex, and 4-plex; (c) single family rentals (defined as multiple detached dwelling units on a single platted lot known as build-to-rent), which are only permitted in the "flex area" on the Concept Plan; (d) multifamily, which is only permitted in the "flex area" on the Concept plan; (e) parks, open space, amenities, and schools; and (f) all other uses permitted in the base zoning district, as set forth in the City of Celina Comprehensive Zoning Ordinance, as amended from time to time (the "Zoning Ordinance"), which shall be allowed to the same extent such other uses are permitted in the base zoning district (e.g., by right, by specific use permit, subject to specific criteria, and/or subject to conditions). In the event of a conflict between these Development Regulations and the Zoning Ordinance, these Development Regulations shall control. At full buildout, at least ten percent of all single family detached homes shall be on lots that are 70 feet in width or greater and in addition to that ten percent, at least 40 percent of single family homes shall be on lots that are 50 feet in width or greater, and the remaining single family homes shall be on lots that are 20 feet in width or greater. Except as otherwise provided for the Additional Land and otherwise provided below, a maximum of 1,300 single family attached and detached dwelling units are permitted on the Property. A maximum of 31 acres within the Property may be developed as a flex area, and if the flex area is developed as single family, a maximum of 155 single family attached or detached units are permitted in addition to the 1,300 units described above in this section.

3. Development Standards.

a. Single Family Residential (Attached or Detached). Single family residential dwelling units and duplex, triplex, and 4-plex units shall be developed in accordance with the SF-R, Single-Family Residential Detached base zoning district, as set forth in the Zoning Ordinance, except as follows:

i. The Development Standards Table and notes that accompany it on Attachment 1 to this exhibit shall apply. The lot sizes, setbacks, height, coverage, and dwelling unit size requirements on Attachment 1 are the exclusive such standards applicable to single family attached and detached development.

ii. Alleys are required to serve all single family detached lots that are less than 50 feet in width, except that at full buildout, due to topography reasons or for lots backing to open space, up to 15 percent of such lots may be front entry if they are 40 feet or greater in width. All single family detached lots that are 50 feet or greater in width may be served by front entry garages. All single family attached, duplex, triplex, and 4-plex lots are required to be served by an alley.

b. Single Family Rentals (Build to Rent). Single family rentals (also known as build to rent or multifamily horizontal) shall comply with the following standards which are defined herein as the MF-O Standards:

i. The maximum overall density of this use shall not exceed 12 dwelling units per gross acre within the platted lot.

ii. The maximum building height shall be 36 feet and two stories.

iii. Wooden privacy residential fences are permitted within required landscape setbacks, except for landscape setbacks along public right-of-way. Required perimeter trees shall be installed in within landscape setbacks. Yard space may be divided by a six-foot wooden fence or other material of equal or better quality approved by the Director of Development.

iv. A minimum of 1.5 parking spaces shall be required per dwelling unit located anywhere within the platted lot. Garages are not required.

v. All dwelling units shall be constructed of at least 80 percent brick or stone, with the remainder permitted to be stucco or cementitious fiber-board; however, the Director of Development Services may approve deviations from this requirement to allow more cementitious fiber-board or less than 80 percent brick or stone for craftsman architecture or other types of architecture, such as contemporary or modern farmhouse design, if the proposed deviation will not adversely affect adjacent property. This paragraph shall constitute the exclusive building material requirement for single family rentals (build to rent) uses.

vi. No building setback shall apply to this use, although landscape buffer requirements shall apply and may affect building placement.

vii. No maximum lot coverage requirement or floor area ratio limitations shall apply.

viii. This use shall be considered a multifamily uses for purposes of applying the applicable provisions of the Zoning Ordinance.

ix. Alleys are not required for this use.

c. Multifamily. Multifamily uses shall comply with the zoning district regulations applicable to property located in the MF-2 (Urban Edge) or MF-3 (Urban

Living) zoning districts (at the land owner's option), as set forth in the Zoning Ordinance. Alleys are not required for this use.

4. Parks, Open Space, Trails, and Amenities.

a. Parks and open space areas shall be designated on approved plats and shall generally comply with the City's Master Trail Plan, as modified by the Parks, Open Space, and Trail Plan attached as **Exhibit E**, although no trails shall be required in the floodplain. Trails shall be constructed in phases with each plat as shown on **Exhibit E** and otherwise in accordance with the City Regulations; however, the exact location of trails shown on **Exhibit E** is conceptual and subject to modification at the time of final design and platting, with City approval of final trail locations not to be unreasonably withheld. The trails shown on **Exhibit E** shall consist of a combination of 12-foot wide concrete spine trails and 8-foot wide concrete trails along gas easements and in other locations, as shown on **Exhibit E**. Sidewalks and landscape buffers shall be provided adjacent to arterials and collectors as required by the City Regulations. Park locations shown on **Exhibit E** are intended to be conceptual at this time and shall be finalized at the time of final design and platting, with City approval of the final park locations not to be unreasonably withheld. The City shall maintain all 12-foot wide trails and all trails that are adjacent to a thoroughfare, and the District or a homeowners association shall own and maintain all open space areas and trails designated on approved plats that are not dedicated to the City. If the District is dissolved, all open space areas and trails that were maintained by the District shall thereafter be maintained by the homeowners association. A homeowners association shall own and maintain the pavilion within the open space.

b. With respect to open space, the spirit and intent of the Neighborhood Vision Book must be met with reasonable exceptions taking into consideration the extensive open space provided with the soil conservation pond floodplain.

c. The following amenities are required to be started within 30 days after the date a building permit is issued by the City authorizing construction of the 100th single family attached or detached residence within the Property and completed within 24 months of the start of construction, unless extended by the City Manager with each extension granted by the City Manager to be limited to six months:

- i. A pavilion.
- ii. A dog park;
- iii. Fire pits and/or outdoor grills;
- iv. A minimum of two dog waste stations;
- v. Trash cans; and
- vi. Park signage.

d. If the amenities described in Section 4(c) are not timely commenced or completed, no new plat for any portion of the Property may be approved until the amenities are completed. If the City Manager denies an extension of the deadline to complete the amenities described in Section 4(c), such denial may be appealed to the City Council.

e. The requirements on this **Exhibit D** are the exclusive requirements for parks, open space, trails, and other amenities, and no other park land dedication, park fee, park improvement, trail, open space, or amenity requirements shall apply to the Property.

5. Tree Preservation. No tree preservation or mitigation requirements shall apply to the Property.

6. Fencing Exhibit. Compliance with the fencing exhibit attached as **Exhibit I** shall be required.

7. Neighborhood Vision Book. Compliance with the Neighborhood Vision Book component of the Zoning Ordinance is required except as modified by these Development Regulations or otherwise approved by the Director of Development, including the following modifications:

a. Entrance signs may exceed sign text size limitations. Front loaded garages shall be allowed to comprise more than 50 percent of the front building elevation.

b. The proposed amenity center improvements shall satisfy minimum shade coverage requirements and amenity center components.

c. At the time of platting, all parks and open space areas shown on a plat shall be located within 1,500 feet of the nearest boundary of a lot intended for a residential use, which shall be the only spacing requirement that applies to parks, open spaces, and residences.

d. The requirement for 600 foot maximum block lengths without a break shall not apply.

e. Alleys are required to serve all single family detached lots that are less than 50 feet in width, except that at full buildout, due to topography reasons or for lots backing to open space, up to 15 percent of such lots may be front entry if they are 40 feet or greater in width. All single family detached lots that are 50 feet or greater in width may be served by front entry garages. All single family attached, duplex, triplex, and 4-plex lots are required to be served by an alley.

f. The street sections on **Exhibit F** control in the event of a conflict with the parkway width requirements in the Neighborhood Vision Book.

g. An ornamental tree is defined on the City's approved tree list and shall include a Crape Myrtle, a Vitex, and a Redbud, and shall be a minimum size of three inches.

h. The maximum project sign text requirement of 45 square feet in area and two feet in height does not apply to residential projects.

i. The requirement for variable setbacks to be permitted and encouraged so long as the minimum setbacks are respected, and the maximum setback does not exceed more than 1.5 times the minimum setback, does not apply to residential projects.

j. The requirement that front loaded garages shall not comprise more than 50 percent of the front building elevation does not apply.

k. Amenity centers will include outdoor shaded areas by utilizing a covered porch, a shade pavilion, Sunbrella shade awnings, or any combination of these options, which shall satisfy all Neighborhood Vision Book requirements for shaded areas.

l. In instances where the Neighborhood Vision Book requires trees to be planted in an existing easement that will include sidewalks, trees may be planted in adjacent rear yards in lieu of within the easement if the easement holder will not permit the planting of trees within the easement.

8. Architecture. The Property is an architecturally, historically, and culturally significant tract of land that is meaningfully located; thus, all structures shall abide by the City's architectural standards, as may be amended, consistent with Section 3.2 of this Agreement.

9. Miscellaneous Items. The following modifications to the City Regulations shall apply:

a. Section 3.03, Table 3.4: When determining the downstream assessment, if the existing SCS dam is removed, the City of Celina will consider the pre-existing flows from the development as if the dam was not in place.

b. Section 3.09: The minimum slope within the detention pond shall be four-to-one (4:1) slope.

c. Section 3.11(C), Figure 3.5: A 10-foot access easement shall be on one side of an excavated open channel measured from the edge of channel.

d. Section 6.02(C): The requirement for 4" or (6" in rock) suitable loam topsoil to be furnished and installed in areas behind the curb is waived.

e. Section 10.03.065, Tree Preservation in the ETJ: Tree preservation and tree survey requirements shall be waived.

f. Section 10.03.076(g)(1)(A): Screening around retention/detention ponds and open spaces shall not be required.

g. Section 10.03.081(d)(3)(B): This requirement (related to residential lots adjacent to a park) is waived.

- h. Section 10.03.082(E)(1)(A): Proposed development improvements as shown on **Exhibit E** that will be open to the public shall satisfy open space requirements.
- i. Section 14.02.201(c)(1): Proposed development improvements as shown on **Exhibit E** that will be open to the public shall satisfy open space requirements.
- j. Section 14.02.201(c)(3): Alleys are required to serve all single family detached lots that are less than 50 feet in width, except that at full buildout, due to topography reasons or for lots backing to open space, up to 15 percent of such lots may be front entry if they are 40 feet or greater in width. All single family detached lots that are 50 feet or greater in width may be served by front entry garages. All single family attached, duplex, triplex, and 4-plex lots are required to be served by an alley.
- k. Section 14.04.107(a)(3): HardiPlank shall be allowed on any structural element above the roofline.
- l. Section 14.04.201(e)(1): Tree survey requirements are waived.
- m. Section 14.04.204(i)(2): Retention (wet ponds) shall be designed in a manner to be an amenity to the development by providing a 4:1 slope, a large canopy tree for each 75 linear feet of the perimeter, benches, and trash receptacles. Such ponds shall include aeration and a fountain to ensure water quality.
- n. Section 14.04.204(i)(3): This requirement (related to safety fencing around the perimeter of a retention/detention pond) is waived.
- o. Section 14.04.205 Plant List: The City shall accept the addition of the following plant materials in addition to the items on the City's plant list: Large Canopy Trees: Mexican White Oak and Urbanite Ash; Small Ornamental Tree: Canaert Juniper; Eagleston Holly and Flameleaf Sumac; Screening Shrubs: Chinese Privet, Sunshine Ligustrum, Spirea, and Gulfstream Nandina. An ornamental tree may also include a Crape Myrtle, a Vitex, and a Redbud.
- p. Upon release within the Property of any easement held by the Collin County Soil and Water Conservation District, such former easement area shall be regulated as a detention or retention area under the applicable detention/retention regulations pursuant to this Agreement, and the District shall own and maintain such former easement area.
- q. Section 10.03.076(a)(4) Escrows: When the Owner constructs a portion of the full section of any Roadway Improvements, the Owner will obtain a bid for the cost for landscaping for the full section, and the Owner will be required to escrow one-half of the bid amount.
- r. Section 10.03.076(c)(1)(A), (B), and (C) Minimum Width of Landscape Buffers/Easements: A minimum 10-foot wide landscape easement is required along the internal collector shown on **Exhibit F**. A minimum 20-foot wide landscape buffer is required along the Owner's portion of the Stallcup Boulevard Roadway Improvements. A minimum 40-foot wide landscape buffer is required along the Marilee Road Roadway

Improvements.

s. Section 10.03.076(c)(D): The requirement in this section for a 10-foot wide buffer or landscape easement does not apply to the Property.

t. Section 10.03.076(g)(1)(C) Residential Fences Adjacent to Streets: The fencing plan on Exhibit I shall control in the event of a conflict with this section, and the City Manager or his or her designee may approve alternative fencing materials to those shown on **Exhibit I** (including, but not limited to composite or vinyl fencing), in lieu of the materials required by Section 10.03.076(g)(1)(C) to the extent that section applies.

u. Section 10.03.081(d)(3)(G) Blocking Trails from Motor Vehicle Traffic: Removable bollards may be utilized to block vehicular traffic from trails.

v. Section 10.03.081(d)(3)(K) Residential Streets Adjacent to Parks. Streets adjacent to parks and open spaces shall be designed and constructed as typical residential streets with 31 feet of width.

w. Section 14.04.203(c)(6) Streetscape Furniture Colors: Lighter colors may be approved by the City Manager or his or her designee.

x. Master Fee Chart: The Owner may opt to follow either the "Chapter 212 Process" or the "Alternative Process" in the Master Fee Chart.

Attachment 1 to Exhibit D
Development Standards Table

Residential Type	Examples of Residential Type*	Minimum Lot Area (SF)	Minimum Lot Width (ft)	Minimum Lot Depth (ft)	Maximum Number of Stories	Max Density Based on Gross Acre	Minimum Front Yard Building Setback (ft)**	Minimum Interior Side Yard Building Setback (ft)	Minimum Corner Side Yard Building Setback (ft) ¹	Minimum Rear Yard Building Setback (Home)	Maximum Lot Coverage (%) (building footprint)	Minimum Dwelling Unit Size (SF)	Special Conditions
SF-A	Single Family Attached (villa homesites)	1400	20	70	2	15	12	0	10	5	None	1200	Attached garage product
SF-A	Single Family Attached (villa homesites)	1600	20	80	2	15	12	0	10	5	None	1200	Detached garage product
SF-A	Duplex Triplex 4-Plex	8000	80	100	2	12	12	5	10	5	None	1100	
SF-D1	Single Family Detached (garden homesites) (cluster home)	2100	30	70	2	13	12	5	10	5	None	1200	Except for zero lot line types where 10' minimum side setback is required on one side and zero feet on the other. As an alternative, one

¹ Buildings shall not be located within 15 feet of the curb on the corner side of the lot.

SF-D1	Single Family Detached (paseo homesites) (cluster home)	2100	30	70	2	13	12	5	10	5	None	1250	side yard may be a minimum of 3 feet if the other side yard is a minimum of 7 feet. Except for zero lot line types where 10' minimum side setback is required on one side and zero feet on the other. As an alternative, one side yard may be a minimum of 3 feet if the other side yard is a minimum of 7 feet.
SF-D1	Single Family Detached (cottage homesites) (cluster home)	3150	35	90	2	13	12	5	10	5	None	1250	Except for zero lot line types where 10' minimum side setback is required on one side and zero feet on the other. As an alternative, one side yard may be a minimum of 3 feet if the other side yard is a minimum of 7 feet.

SF-D1	Single Family Detached (chalet homesites)	4000	40	100	2	6	20	5	10	5	None	1500	Except for zero lot line types where 10' minimum side setback is required on one side and zero feet on the other
SF-D1	Single Family Detached (chalet homesites)	4000	40	100	2	6	20	5	10	5	None	1500	Except for zero lot line types where 10' minimum side setback is required on one side and zero feet on the other. *Product type only allowed when rear yard is adjacent to a park or open space.
SF-D1	Single Family Detached (chalet homesites)	4000	40	100	2	6	12	5	10	5	None	1500	Except for zero lot line types where 10' minimum side setback is required on one side and zero feet on the other. *
SF-D2	Single Family Detached (courtyard homesites)	4000	50	80	2	8	12	5	10	5	None	1750	Except for zero lot line types where 10' minimum side setback is required on one side and zero feet on the other

SF-D2	Single Family Detached (executive homesites side drive: attached/detached garage)	5000	50	100	2	5	12	5	10	5	None	1750	Except for zero lot line types where 10' minimum side setback is required on one side and zero feet on the other
SF-D2	Single Family Detached (executive homesites front loaded)	5000	50	100	2	5	20	5	10	5	None	1750	Except for zero lot line types where 10' minimum side setback is required on one side and zero feet on the other
SF-D3	Single Family Detached (manor homesites)	6000	60	100	2	4	12	5	10	5	None	2000	
SF-D4	Single Family Detached (chateau homesites)	7000	70	100	2	3.5	12	5	10	5	None	2400	

**The

minimum front yard setback for all rear entry homes shall be 12 feet.

Notes:

All rear entry garage doors must be a minimum of 20 feet from the edge of the right-of-way. All side and front entry garage doors must be a minimum of 22 feet from the edge of the right-of-way.

Exception to minimum setback: Minimum side setback to detached garages or accessory buildings may be reduced to three feet when a greater setback would otherwise be required.

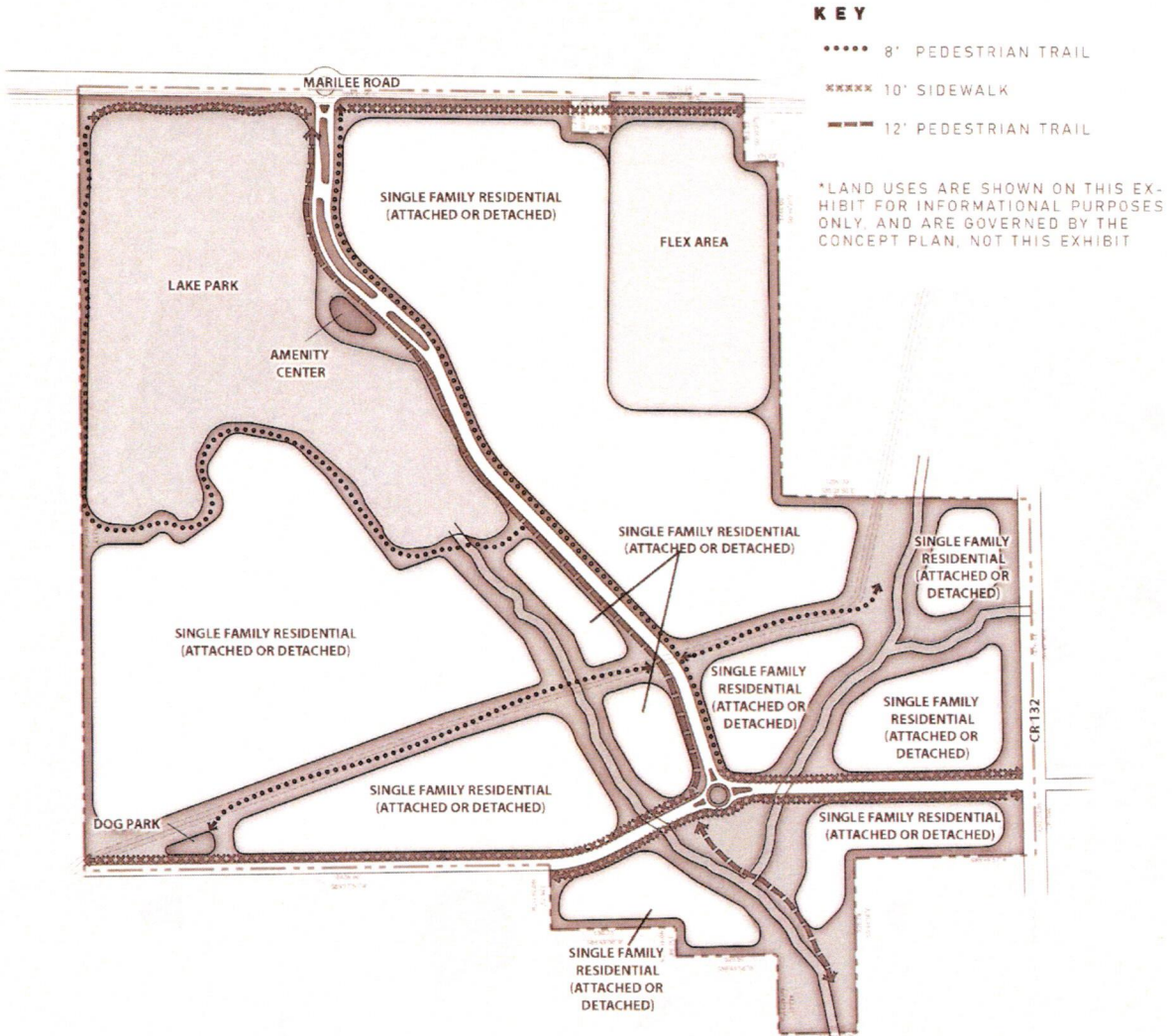
Permitted encroachments into setbacks: porches (up to eight feet into front yard setback and corner side yard setback, provided, however, no less than a 12-foot setback from the property line shall be permitted on any lot that requires a 12-foot or larger front yard setback); fireplaces and box windows up to two feet into all setbacks; balconies, awnings, overhang eaves up to two feet into all setbacks); bay windows up to four feet into front and rear yard setbacks; stoops and stairs up to five feet into front and rear yard setbacks; suspended planter or flower boxes up to 24 inches into all setbacks; and foundation encroachments of up to six inches in all setbacks for architectural details such as brick ledges.

Swimming pools shall have a minimum five-foot setback from rear and side property lines; however, such setback only applies to the swimming pool, and not to associated decking or paving around a swimming pool.

Plats for zero lot line homes shall designate the side with the zero-foot setback and the side with the ten foot setback. A five-foot maintenance easement shall also be provided along the lot line adjacent to a neighboring lot's zero setback side. The maintenance easement shall include a drainage easement to allow for lot-to-lot drainage.

A maximum of eight single family attached units may be attached without a building separation.

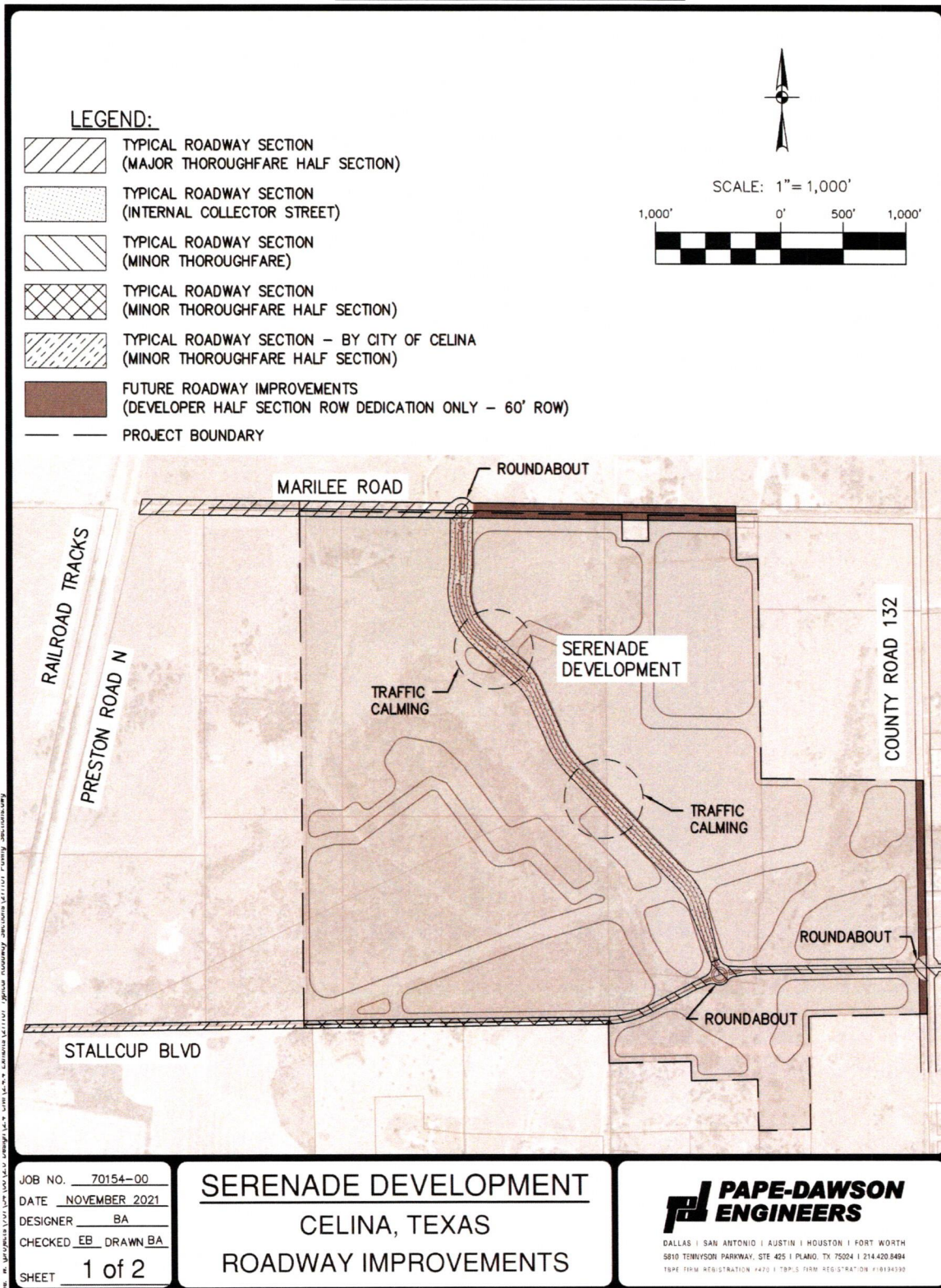
EXHIBIT E OPEN SPACE, PARKS, TRAILS, AMENITIES



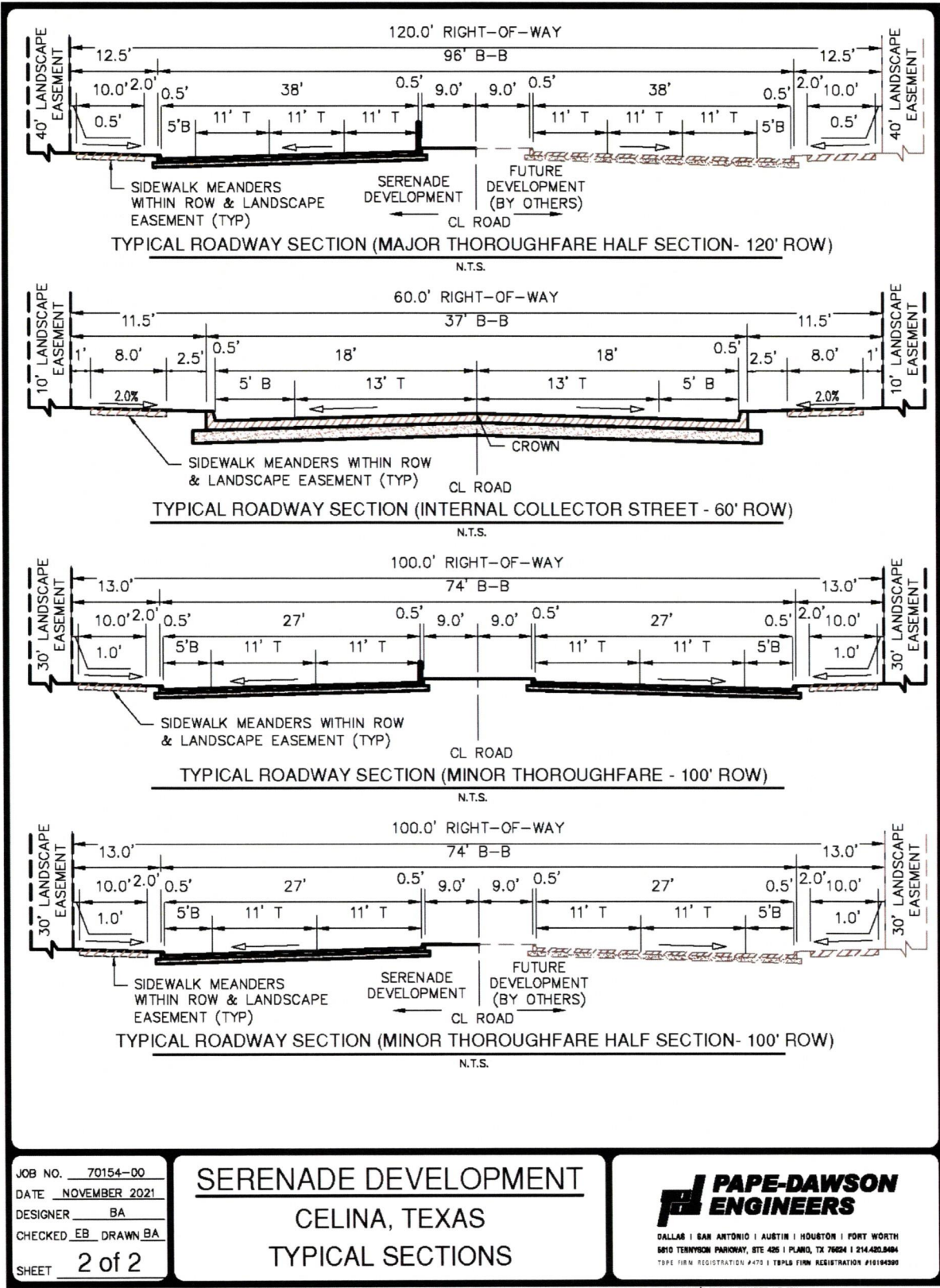
SERENADE: TRAIL LAYOUT PLAN
CELINA | DECEMBER 2021

PLAN VIEW
SCALE: 1"=800'

EXHIBIT F ROADWAY IMPROVEMENTS



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JOB NO. 70154-00
 DATE NOVEMBER 2021
 DESIGNER BA
 CHECKED EB DRAWN BA
 SHEET 2 of 2

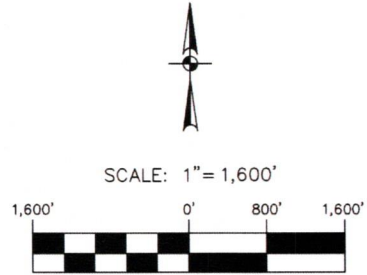
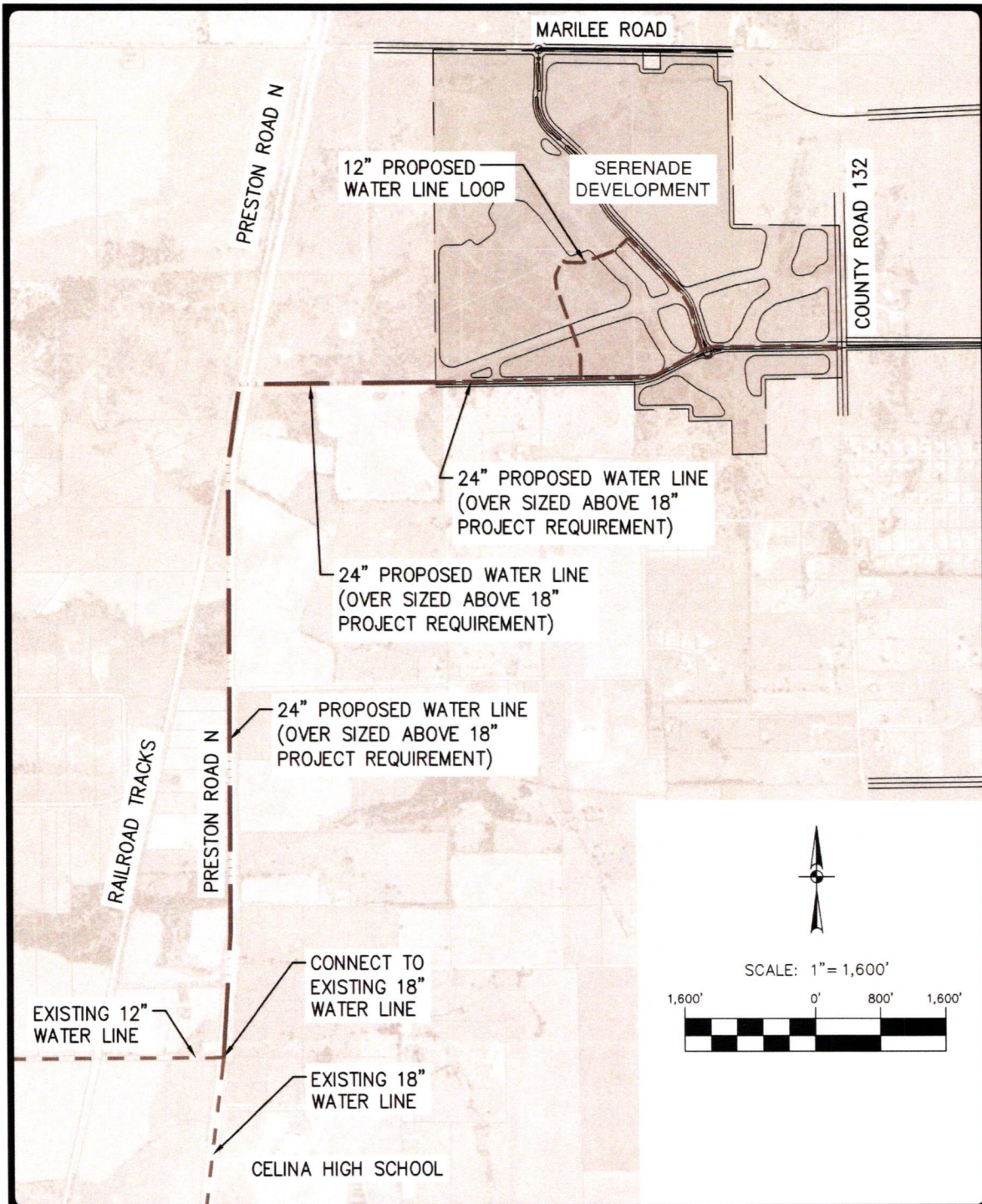
SERENADE DEVELOPMENT
CELINA, TEXAS
TYPICAL SECTIONS

Pape-Dawson
ENGINEERS

DALLAS | SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH
 5810 TERNYSON PARKWAY, STE 425 | PLANO, TX 76024 | 214.420.8884
 TYPE FIRM REGISTRATION #473 | TEP/LB FIRM REGISTRATION #16194393

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EXHIBIT G
WATER IMPROVEMENTS



JOB NO. 70154-00
 DATE SEPT. 2021
 DESIGNER TK
 CHECKED PD_DRAWN_JP
 SHEET 1 of 1

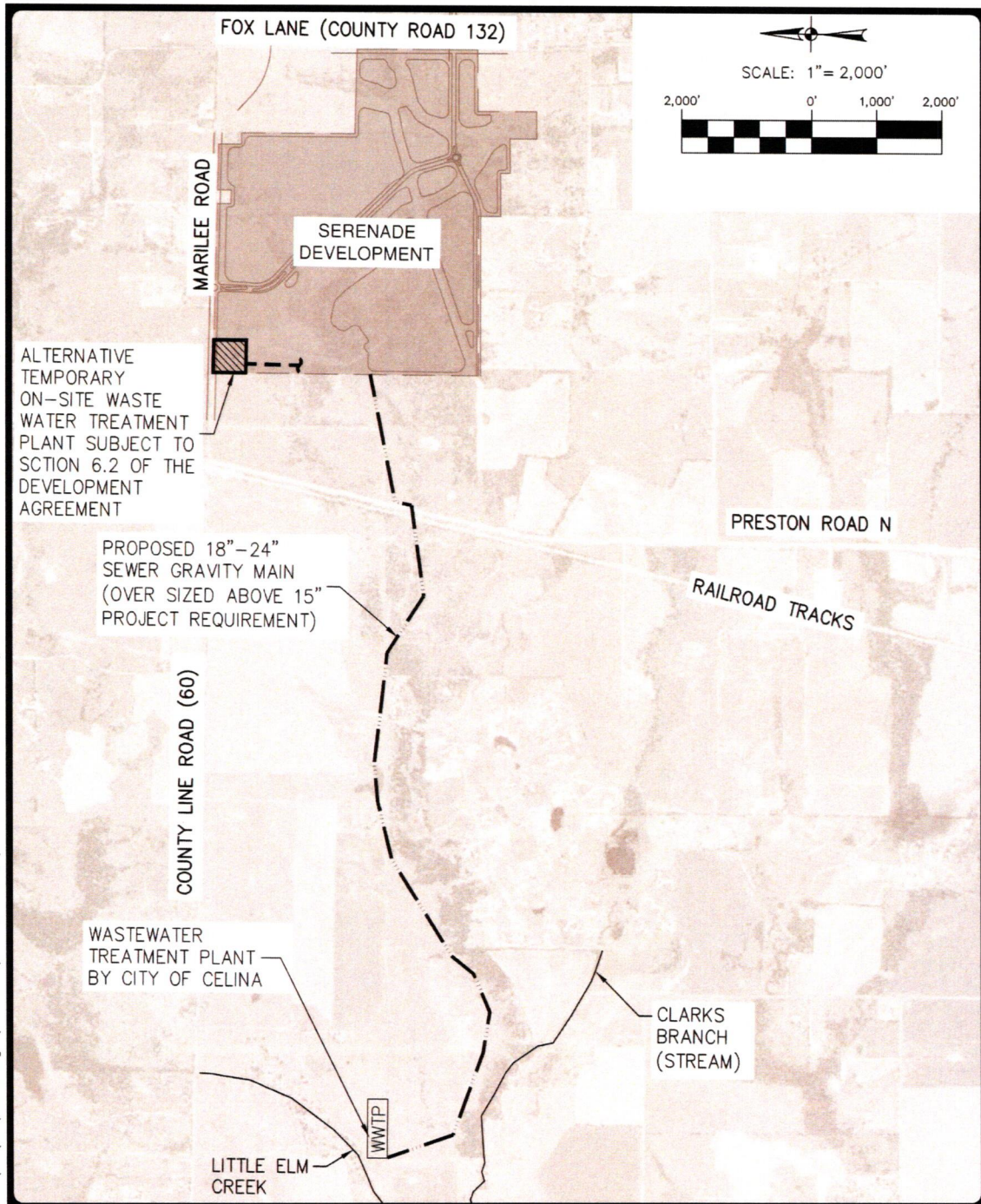
SERENADE DEVELOPMENT
CELINA, TEXAS
WATER LAYOUT

Pape-Dawson
ENGINEERS

DALLAS | SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH
 5810 TENNYSON PKWY, STE 425 | PLANO, TX 75024 | 214.420.8494
 TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10194390

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EXHIBIT H
SEWER IMPROVEMENTS



ALTERNATIVE
TEMPORARY
ON-SITE WASTE
WATER TREATMENT
PLANT SUBJECT TO
SECTION 6.2 OF THE
DEVELOPMENT
AGREEMENT

PROPOSED 18"-24"
SEWER GRAVITY MAIN
(OVER SIZED ABOVE 15"
PROJECT REQUIREMENT)

COUNTY LINE ROAD (60)

WASTEWATER
TREATMENT PLANT
BY CITY OF CELINA

WWTP

LITTLE ELM
CREEK

CLARK'S
BRANCH
(STREAM)

JOB NO. 70154-00
DATE NOVEMBER 2021
DESIGNER TK
CHECKED PD DRAWN JP
SHEET 1 of 1

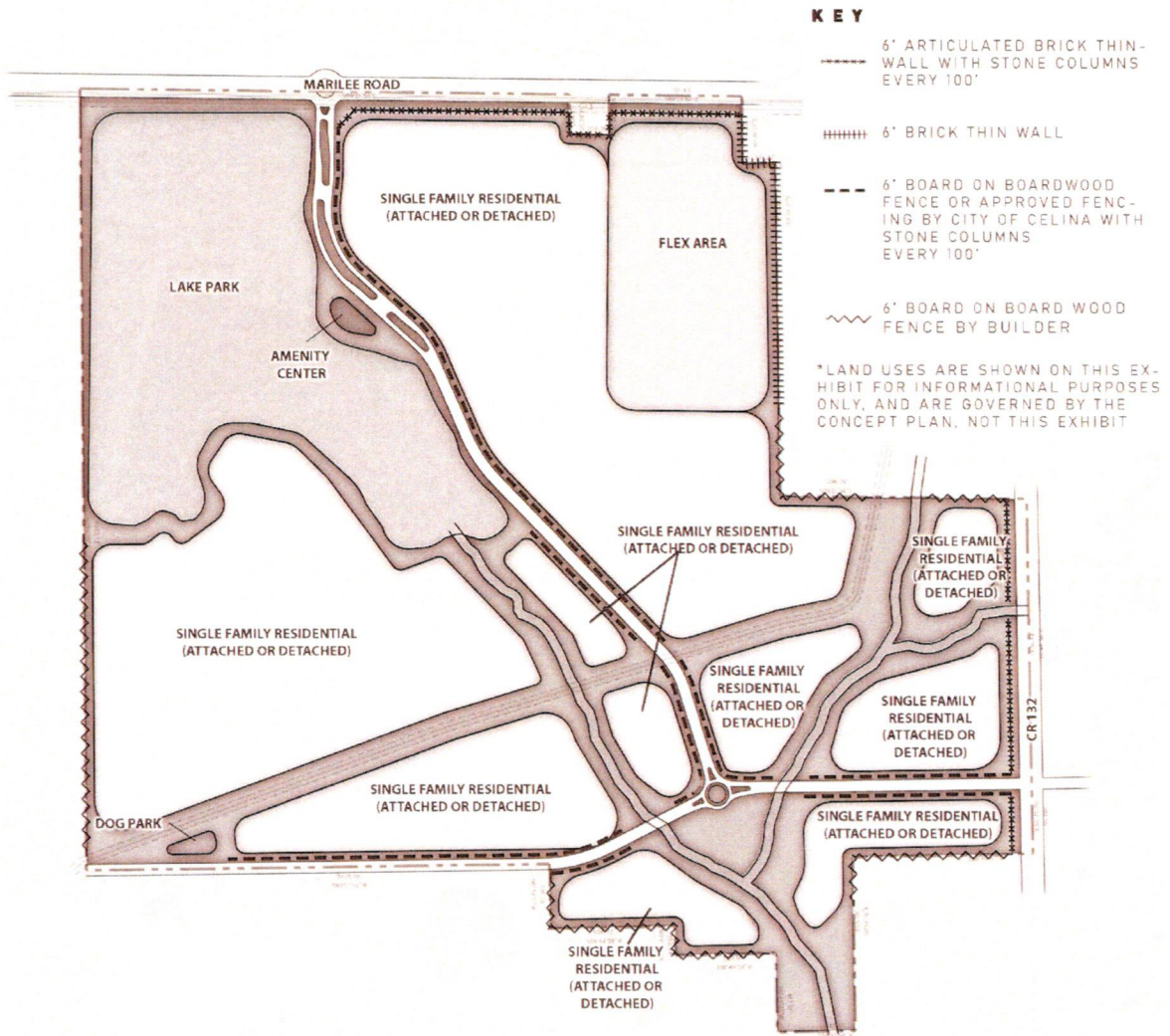
SERENADE DEVELOPMENT
CELINA, TEXAS
SANITARY SEWER LAYOUT

**Pape-Dawson
ENGINEERS**

DALLAS | SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH
5810 TENNYSON PKWY, STE 425 | PLANO, TX 75024 | 214-430-8494
TEXAS ENGINEERING FIRM #473 | TEXAS SURVEYING FIRM #10194390

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EXHIBIT I FENCING PLAN



SERENADE: FENCING PLAN
CELINA I DECEMBER 2021

PLAN VIEW
SCALE 1"=800'



Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
01/20/2022 01:59:45 PM
\$230.00 SCAPELA
20220120000108420

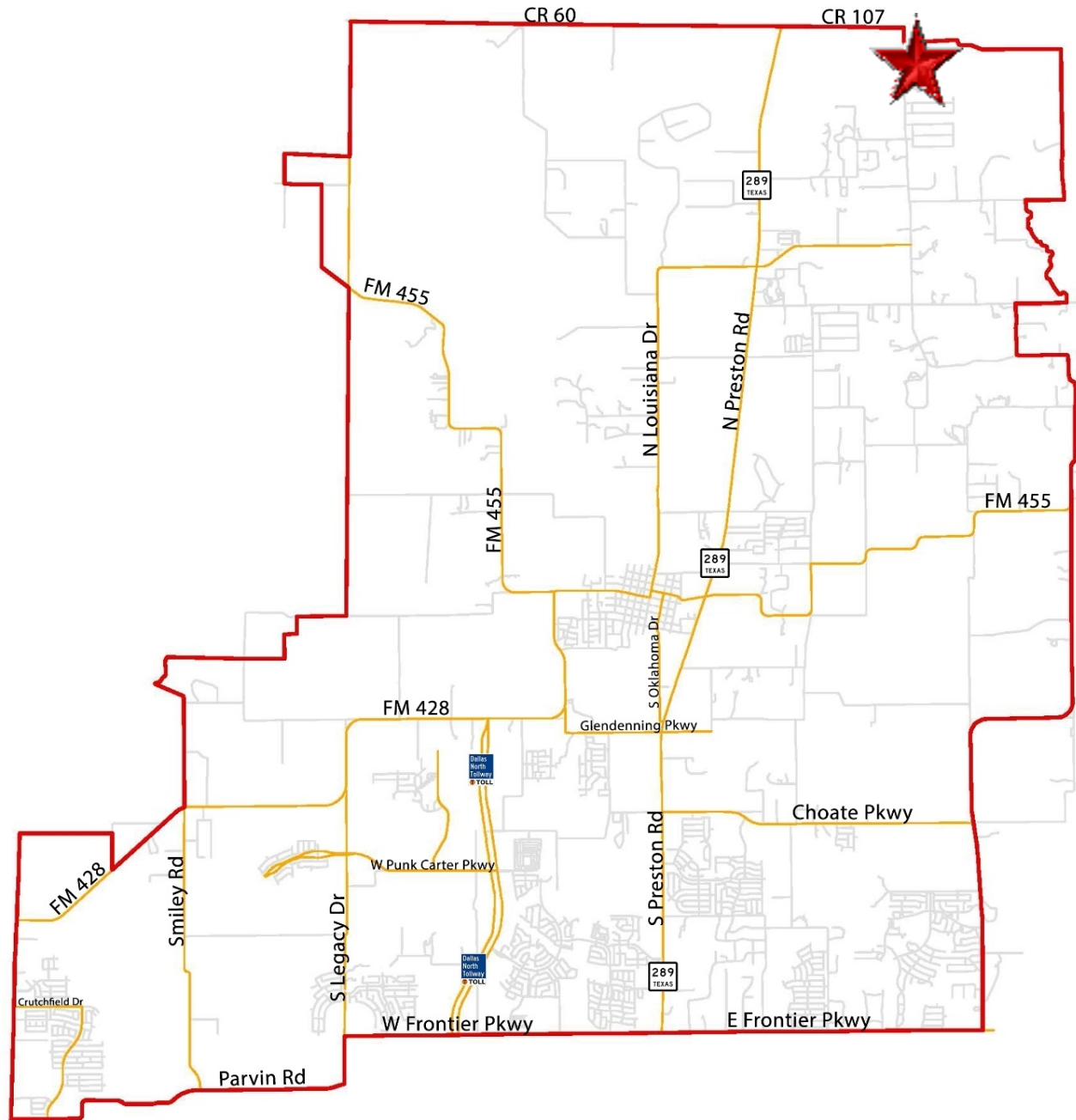
Stacey Kemp

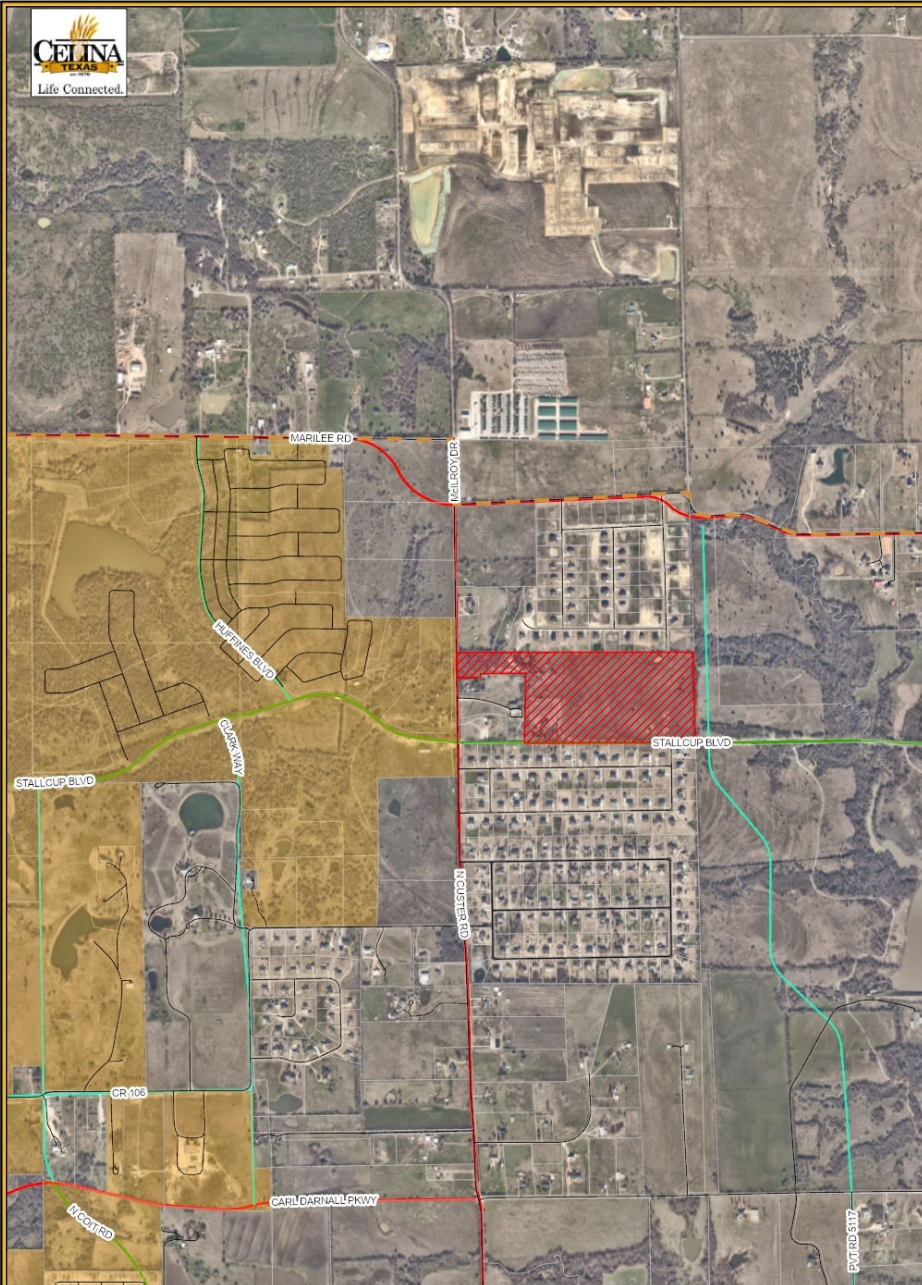
SERENADE EAST

PD Zoning

Planning & Zoning Commission
November 20, 2025







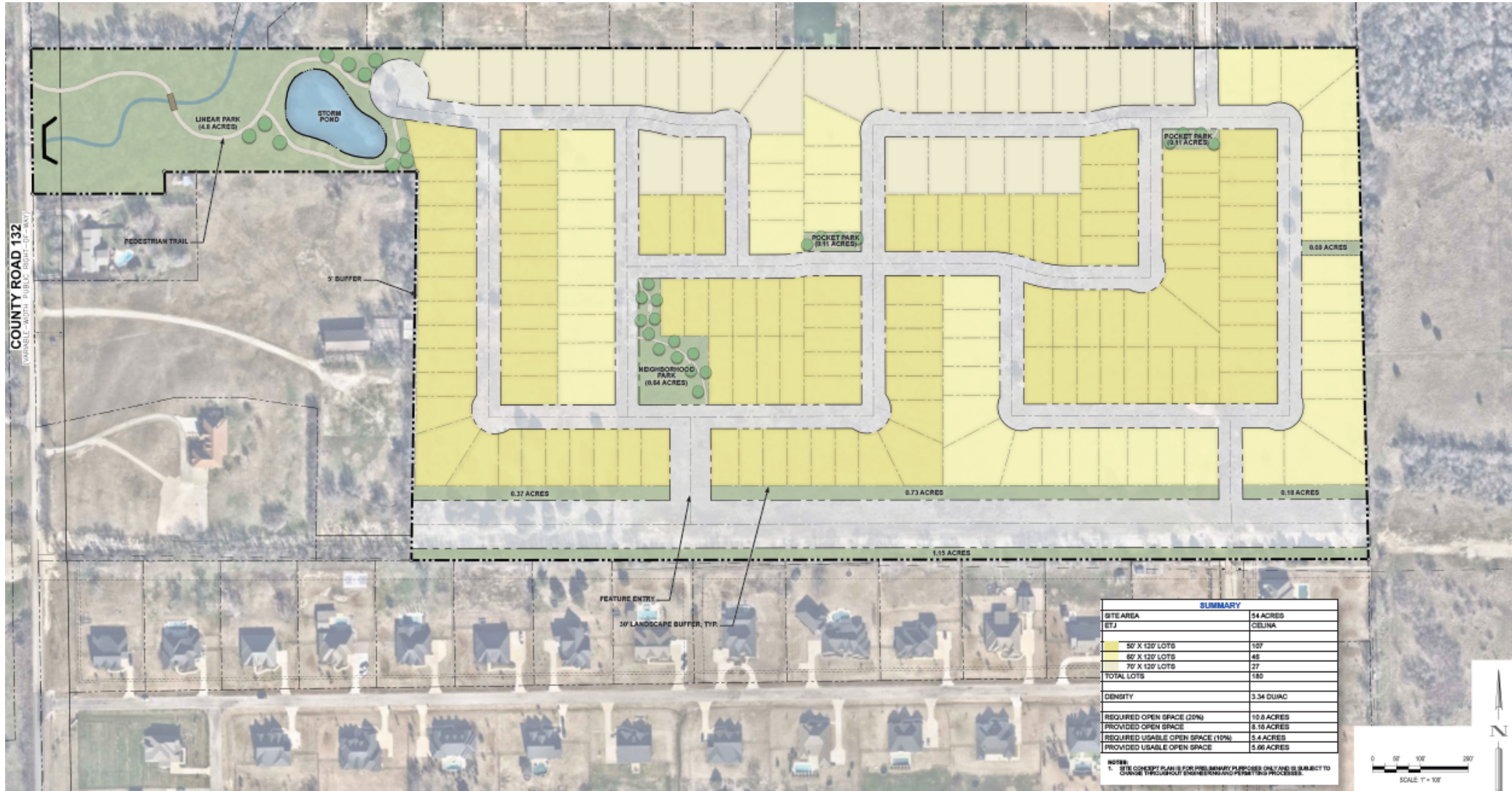
LOCATION MAP

The subject property is generally located along CR 132 (future Custer Road) and approximately 762 feet north of future Stallcup Boulevard

BACKGROUND

- The subject property is approximately 54 acres
- The applicant is proposing to develop an extension of a new single-family neighborhood
- A Development Agreement for Serenade (Huffines) was approved by the City Council in January 2022 that outlined the future annexation and zoning for the property, including an allowance to expand up to 100 acres
- The applicant's request is to zone the property to a Planned Development (PD) that conforms to the originally approved Development Agreement

CONCEPT PLAN



OVERVIEW

- The Planned Development contemplates an extension of single-family uses with a base of Single-Family Residential Detached District (SF-R)
- The following lot mix is proposed:
 - 50' wide lots (max. 60%)
 - 60' wide lots (N/A)
 - 70' wide lots (min. 15%)
 - No alleys proposed
- The project is within the 3.5 density cap of the Zoning Ordinance (DA allows up to 5 DU/acre)
- Approximately 15% open space, in addition to the existing Serenade amenities

POLICY CONSIDERATIONS

- The request is in conformance with the previously approved Development Agreement, which allowed an expansion up to 100 acres by right
- The request brings 54 acres into the City Limits
- City standards apply (architecture, landscape, etc.)
- A new neighborhood does not conflict with the City's long-range plans
- No multi-family is proposed

STATE LAW CHANGES

- HB 24: no adjacent property owner protest if the request “*increases residential opportunities*” (i.e. eliminates any potential for a super majority vote on any requests involving residential entitlement)
- HB 24: no written notice required if “*increasing residential opportunities*” (Celina opts to voluntarily)
- SB 15: caps minimum lot size at 3,000 sf for cities 150,000 or greater in population (FYI – originally filed at 60,000 population; will return in 2027)

RECOMMENDATION

- The recommendation of the Planning & Zoning Commission will be considered by the City Council at its regular meeting in December
- Staff recommends approval as presented



Life Connected.

Planning (Purchasing)
City of Celina, Texas

Memorandum

To: **Planning and Zoning Commission**
From: Victoria Kiker, Principal Planner
CC: Madhuri Mohan, Assistant Director of Development Services
Date: November 20, 2025
Re: Conduct a public hearing to consider and act upon a request to rezone approximately 13 acres of Planned Development (PD) No. 84 with Dallas North Tollway Overlay District (DNTO) base zoning, and modified development standards; generally located at the northeast corner of Dallas North Tollway and Punk Carter Parkway, within City Limits. (City Limits Honda - PD Amendment)

Action Requested:

Conduct a public hearing to consider and act upon a request to rezone approximately 13 acres of Planned Development (PD) No. 84 with Dallas North Tollway Overlay District (DNTO) base zoning, and modified development standards; generally located at the northeast corner of Dallas North Tollway and Punk Carter Parkway, within City Limits. (City Limits Honda - PD Amendment)

Background Information:

This request is for the rezoning of approximately 13 acres, generally located at the northeast corner of Dallas North Tollway and Punk Carter Parkway, within the City Limits. The property is currently zoned Planned Development (PD) No. 84 with a base zoning of Dallas North Tollway Overlay District (DNTO), approved in 2017 for mixed-use development including mid-rise residential, intense commercial, and large-scale office uses. The applicant is proposing to amend a portion of PD No. 84 to allow for a new Honda dealership. New Auto Sales are not permitted “by right” in Celina except within Industrial districts; a PD or SUP is required for dealerships on commercially zoned land. Please refer to the attached documents for further information.

Legal Review:

N/A

Supporting Documents:

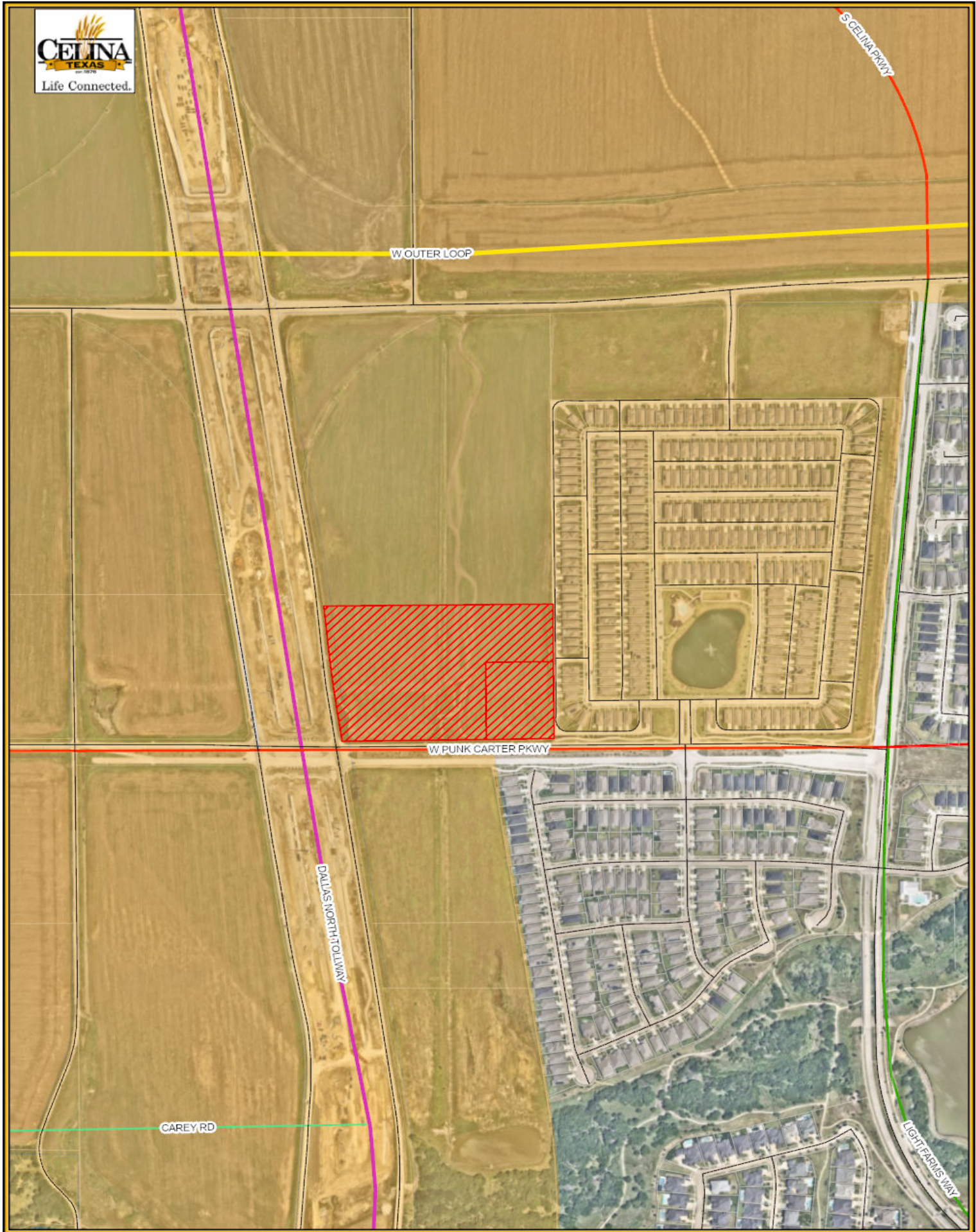
1. Location Map
2. Staff Presentation
3. Draft Development Regulations

Financial Consideration:





N/A

Staff Recommendation:

Based on the long-range plans of the City, staff cannot recommend approval of a new car dealership at this location

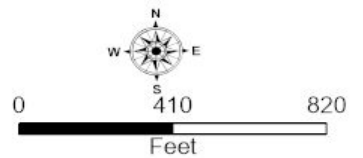


Legend

-  Subject Property
-  City Limits
-  Roads
-  Parcels

25-Z-10 City Limits Honda - PD Zoning Location Map

10/29/2025

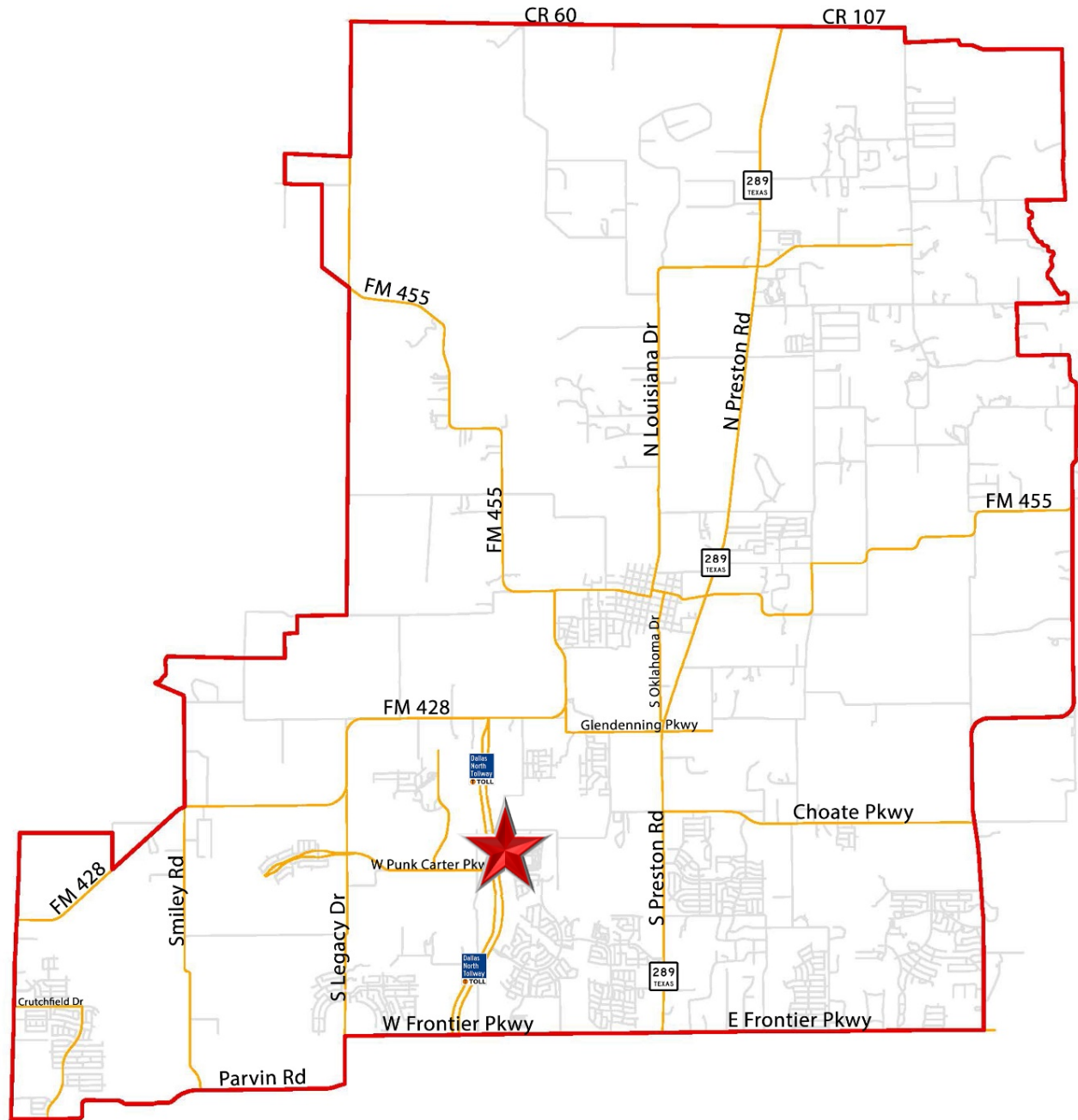


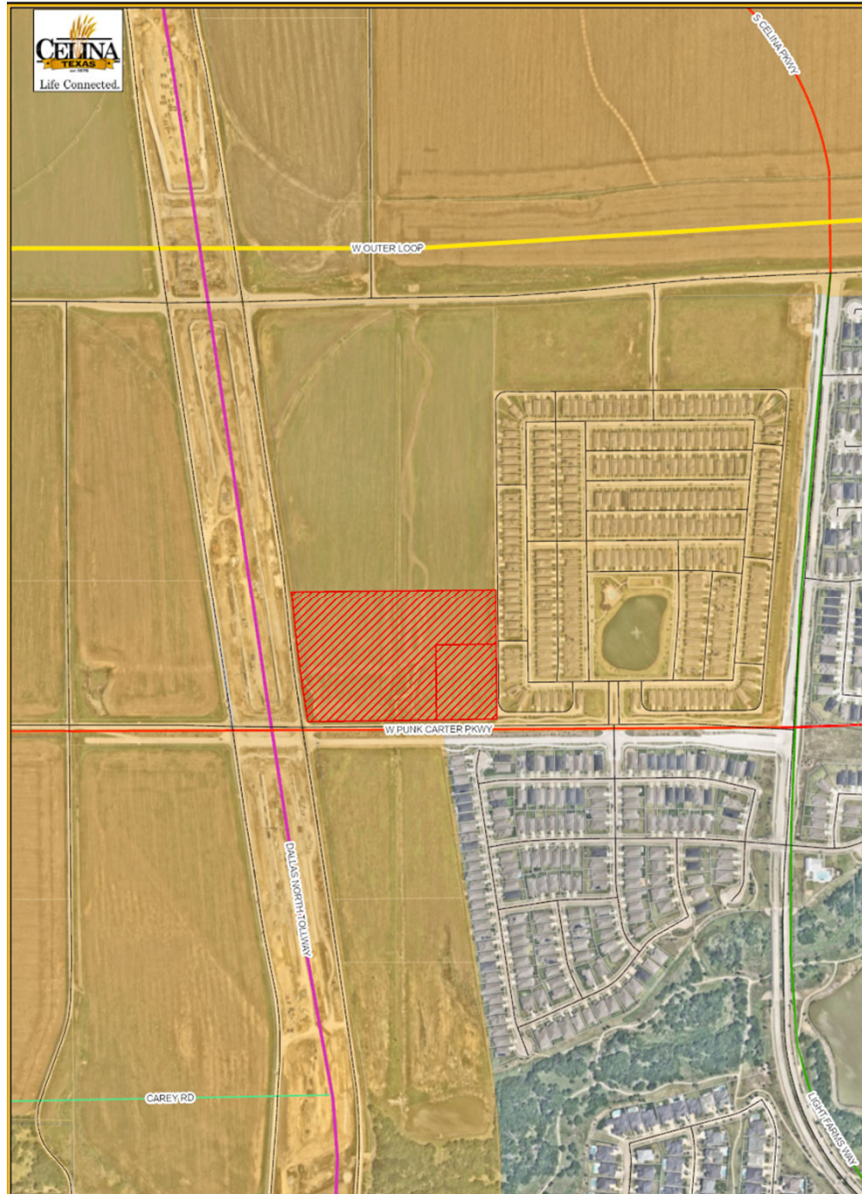
CITY LIMITS HONDA

PD - Amendment

Planning & Zoning Commission
November 20, 2025







LOCATION MAP

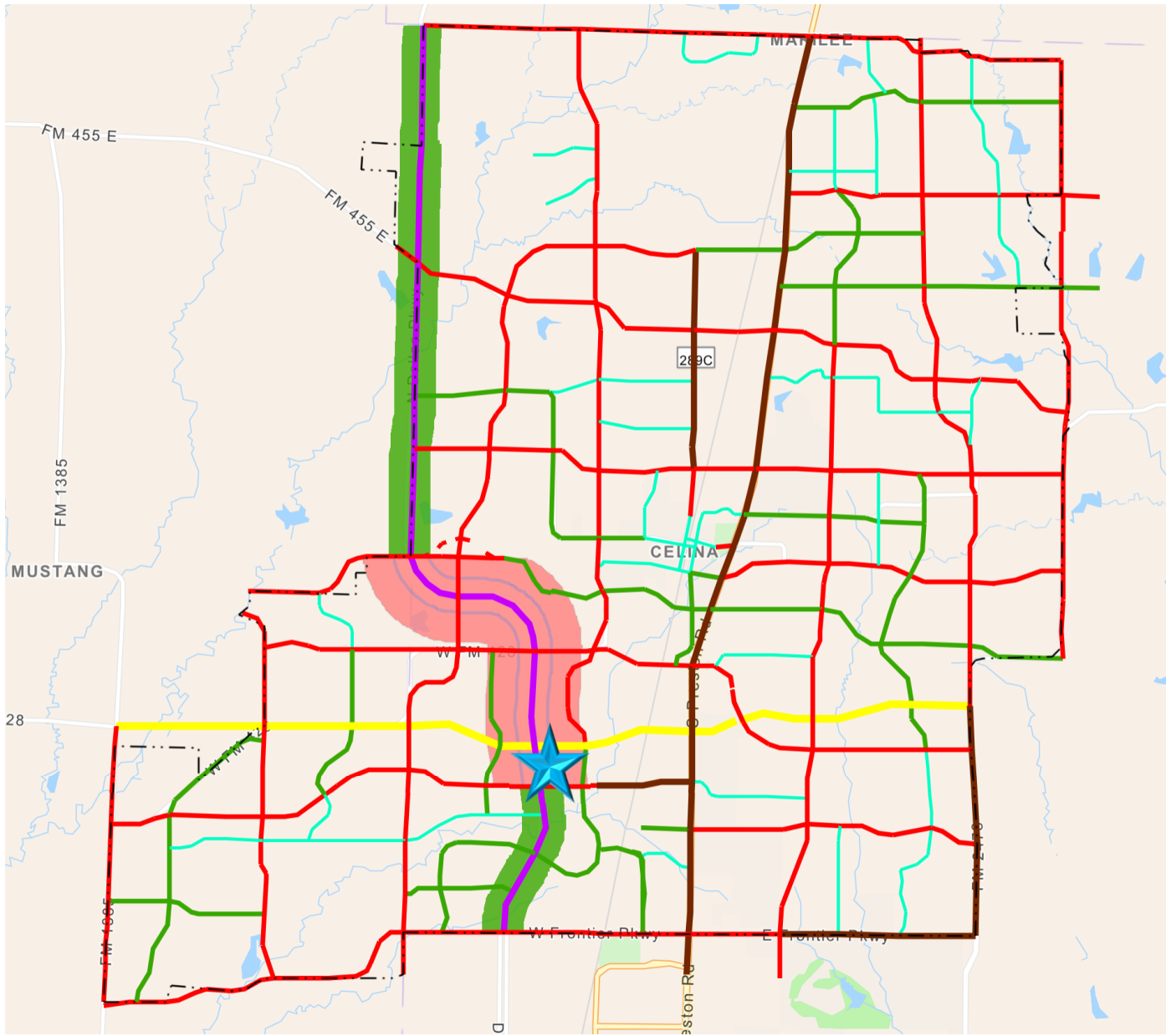
The subject property is generally located at the northeast corner of Dallas North Tollway and Punk Carter Parkway

BACKGROUND

- The subject property is approximately 13 acres
- The property is currently within City Limits and has an existing Planned Development (PD) No. 84 from 2017 that allows for Mixed Use, including mid-rise residential, intense commercial, and large scale office
- In 2021, the City approved a Specific Use Permit (SUP) for a hospital on the subject property that never developed
- The applicant is proposing to amend the PD to allow for a new car dealership (Honda)
- The applicant was awarded the rights to establish and operate a Honda franchise in 2025 from the corporate region director

ENTITLEMENT OVERVIEW

- New Auto Sales are not allowed “by right” in Celina other than in Industrial zoning districts
- PD/SUP is required for dealerships on land that is zoned commercial, retail, office, DNTTO, or CCOL
- The DNTTO (Dallas North Tollway Overlay) does not support new car dealerships in the High-Rise subzone
- The FLUP (Future Land Use Plan) shows this area reserved for Regional Mixed-Use development (RMU-1)



- High Rise Zone - 2500 ft
- Suburban Zone - 1000 ft

REGIONAL MIXED-USE 1 (RMU1)

Regional Mixed-Use 1 is located at the intersection of the Dallas North Tollway and the Collin County Outer Loop alignment. This major regional activity center is anticipated to include the most intense land uses within the planning area and to accommodate the greatest building heights. Pedestrians will be a top priority, with walkable multi-story buildings and continuous shade. Envisioned as a major employment and entertain destination, a welcoming environment is reflected in an abundance of amenities and extensive landscaping.

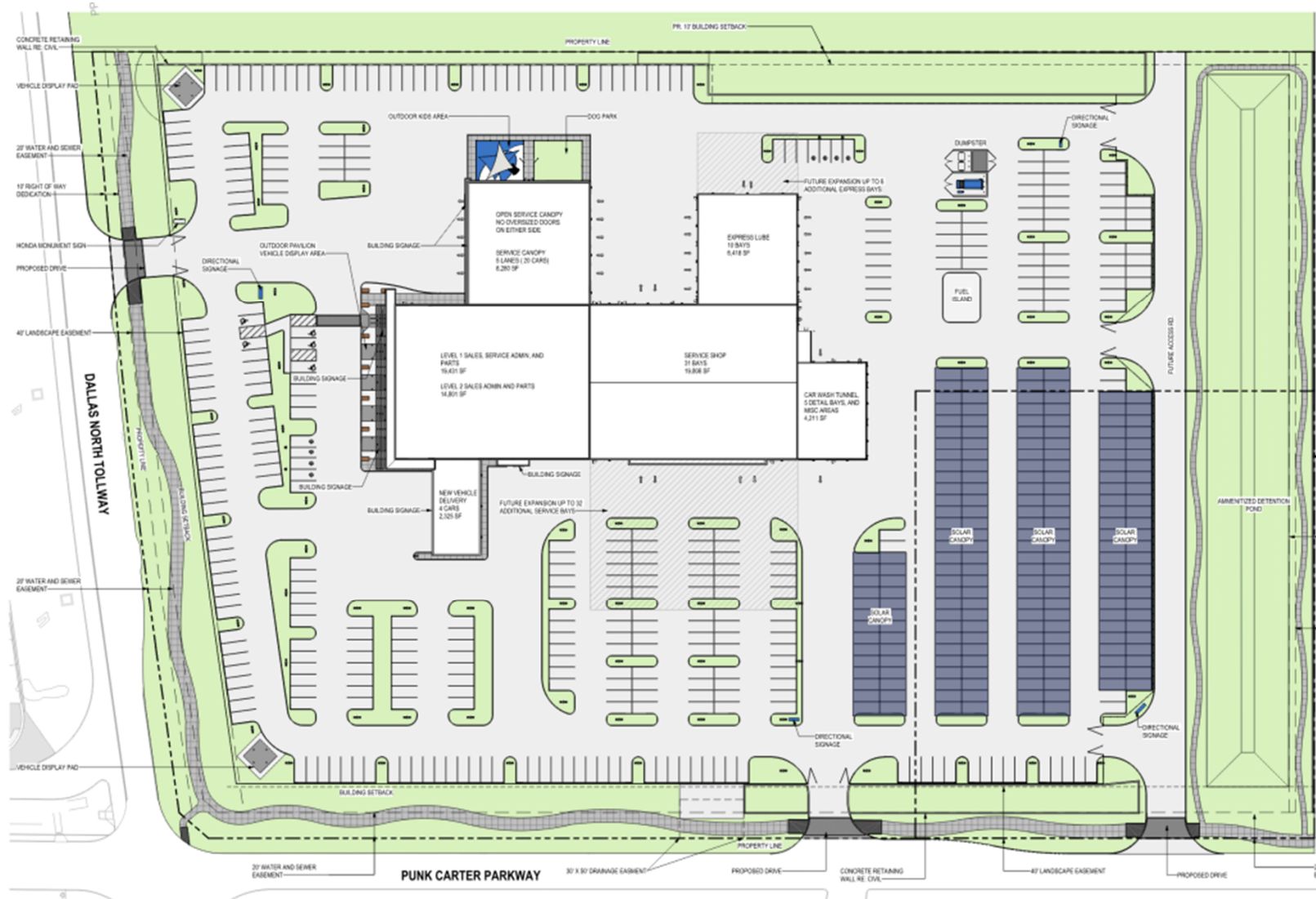


REGIONAL MIXED-USE 2 (RMU2)

Regional Mixed-use 2 serves as a continuation of Regional Mixed-use 1 (RMU1) and offers a functional buffer between higher intensity and lower intensity areas. Development is anticipated to be similar to RMU1 with walkable multi-story development and significant open spaces.



CONCEPT PLAN



CONCEPTUAL RENDERINGS



CONCEPTUAL RENDERINGS – DNT FACING



CONCEPTUAL RENDERINGS – DNT FACING



CONCEPTUAL RENDERINGS – DNT FACING

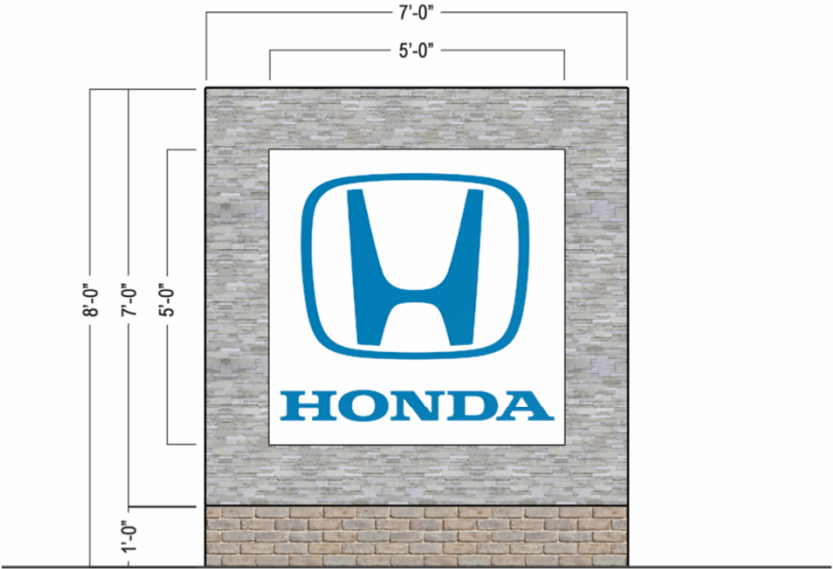


CONCEPTUAL RENDERINGS - SOUTH

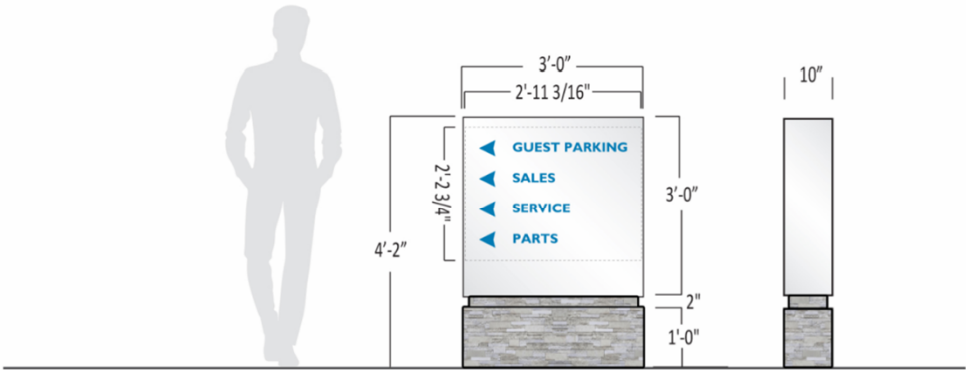


CONCEPTUAL SIGN RENDERINGS

MONUMENT SIGN



DIRECTIONAL SIGN



PROJECT DESIGN

- Honda worked extensively with staff to meet most design standards of the City
- The proposed dealership is heavy masonry, with limited and tasteful branding
- Layout includes cross access for neighboring properties, monument style signage, and a large detention pond in the back to help buffer residents, in addition to a masonry screening wall
- Adjacency impacts are less than other potential land uses, due to limited hours of operation, low noise, and other performance items

POLICY CONSIDERATIONS

1. Dealerships are generally not considered visually appealing land uses
 - Celina's design standards are high
 - Dealerships provide employment & a needed product/service
 - Dealerships are not uncommon along major regional roadways
 - Dealerships are active in the community (sponsorships, donations, etc.)
2. Passenger vehicles do not pay local sales tax (*but some other vehicle types do, such as boats, RVs, or heavy equipment*)
 - Sales tax is collected on service parts
 - Dealerships pay property tax and inventory tax
3. Concerns on High-Rise subzone location
 - Subject property is zoned for many land uses, including multi-family
 - Celina has 10 miles of DNT frontage

RECOMMENDATION

- The recommendation of the Planning & Zoning Commission will be considered by the City Council at its regular meeting in December
- Based on the long-range plans of the City, staff cannot recommend approval of a new car dealership at this location

Draft Development Regulations

Development of the subject property shall abide by all standards in the Zoning Ordinance, Subdivision Ordinance, and all other applicable City ordinances, as they exist or may be amended.

The property is zoned a Planned Development (PD) with a base zoning of Dallas North Tollway Overlay District (DNTD), with the following modified regulations:

1. The subject property, which is limited to the approximately 13 acres at the northeast corner of Dallas North Parkway and Punk Carter Parkway, may utilize land uses allowed within the DNTD, including the additional land use of new auto sales, including associated and secondary land uses common to dealerships.
2. The subject property shall generally develop per the attached Concept Plan package, including layout, architecture, signage, lighting, and landscaping. Nothing on the Concept Plan precludes the administration of Engineering requirements, such as detention, right-of-way dedication, or any other design regulation.