



**NOTICE OF
CITY COUNCIL SPECIAL MEETING
CELINA COUNCIL CHAMBERS 112 N. COLORADO ST., CELINA, TX 75009
TUESDAY, MAY 31, 2016 AT 5:30 PM**

AGENDA

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. EXECUTIVE SESSION:

The Celina City Council will convene into Executive Session pursuant to Texas Government Code 551.074, Personnel Matters, to deliberate the the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee and 551.071 Consultation with Attorney, on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this Chapter..

- A. City Manager
- B. Marketing Director
- C. Consider and act upon matters discussed in executive session

III. PUBLIC HEARING AND ACTION ITEMS::

1. The Celina City Council will conduct a public hearing to consider testimony and take action regarding a Development Agreement by and between the City of Celina, Texas (the "City") and the Celina Partners, LTD, a Texas limited partnership Legacy Equestrian Center, LLC, a Texas limited liability company, and Patricia Deason (collectively known as the "Owner"). The property is a ±642 acre tract of land located within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas. The property is generally located north of CR 130, south of CR 134, and east of CR 101, within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas. (O'Donnell Development Agreement) (Liebman)
2. Consider and act upon an ordinance annexing certain territory contiguous to and adjoining the City of Celina, Texas, to wit: being a ±641.3 acre tract of land situated in the John Culwell Survey, Abstract No. 208, the Hezekiah Culwell Survey, Abstract No. 186, the B.B.B. & C.R.R. Survey, Abstract Nos. 129 and 130, and the George Jay Survey, Abstract No. 488, Collin County, Texas, and being more particularly described by metes and bounds in Exhibit "A" and graphically depicted in Exhibit "B" attached hereto and incorporated herein, and generally located north of CR 130, south of CR 134, and east of CR 101, within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas. (O'Donnell Annexation) (Liebman)

3. Consider and act upon an ordinance annexing certain territory contiguous to and adjoining the City of Celina, Texas, to wit: being a 1.31 acre strip of land in the William Stapp Survey, Abstract No. 834 (CR 128), being a 1.23 acre strip of land in the Benjamin Haile Survey, Abstract No. 397 (CR 130 – west portion), being a 1.14 acre strip of land in the Benjamin Haile Survey, Abstract No. 397 (CR 130 – east portion), being a 0.491 acre strip of land in the B.B.B. and C.R.R. Co. Survey, Abstract No. 130 (CR 131), being a 1.314 acre strip of land in the Benjamin Haile Survey, Abstract No. 397 and the B.B.B. and C.Ry. Co. Survey, Abstract No. 130 (CR 132), and being a 0.843 acre strip of land in the John Culwell Survey, Abstract No. 208 (CR 133). (O'Donnell Rights-of-Way Annexation) (Liebman)
4. The Celina City Council will conduct a public hearing to consider testimony and take action regarding a Development Agreement for Ownsby Farms, being a ±113.548 acre tract of land located in the Collin County School Land Survey #14, Abstract No. 167 Celina, Texas. The property is generally located west of SH 289 (Preston Road), north of Frontier Parkway (FM 1461), south and east of CR 53. (Ownsby Farms) Liebman
5. Consider and act on a Memorandum of Understanding (MOU) by and between The Parks at Wilson Creek, LP and the City of Celina regarding the financing of infrastructure in support of the development. The Parks at Wilson Creek is an approximately 669.95 acre tract of land situated in the Mary Howell Survey, Abstract No. 395, the Charles Rice Survey, Abstract No. 771, the J.B. Wilmeth Surveys, Abstracts No. 983 and No. 985, the Levin Routh Survey, Abstract No. 779 and the Samuel Queen Survey, Abstract No. 731, Collin County, Texas and generally located east of Preston Road, on the north and south sides of Sunset Boulevard, north of the future alignment of the Collin County Outer Loop, and west of FM 2478 (Custer Road). (Parks at Wilson Creek MOU) (Liebman)
6. Presentation of 2016 CIP Plan of Finance. (Sabonis)
7. Consider and act upon all matters incident and related to issuing certificates of obligation including a resolution authorizing the publication of a Notice of Intent to issue Certificates of Obligation, Series 2016. (Sabonis)

IV. ADJOURNMENT:

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

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

Date Notice Removed



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Brooks Wilson, Senior Planner
 CC: Mike Foreman, City Manager
 Date: May 31, 2016
 Re: O'Donnell Pre-Annexation Development Agreement

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and take action regarding a Development Agreement by and between the City of Celina, Texas (the "City") and the Celina Partners, LTD, a Texas limited partnership Legacy Equestrian Center, LLC, a Texas limited liability company, and Patricia Deason (collectively known as the "Owner"). The property is a ±642 acre tract of land located within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas. The property is generally located north of CR 130, south of CR 134, and east of CR 101, within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas. (O'Donnell Development Agreement) (Liebman)

Background Information:

The applicant has applied for voluntary annexation into the City of Celina and has applied for the 642 acre tract to be rezoned once annexed to a Planned Development. This Development Agreement would establish the payment to the Merilee Water District and the development standards for the tract.

Public Notice:

The public hearing notice was published in *The Celina Record* on Friday, May 20, 2016.

Supporting Document:

Proposed Development Agreement

Legal Review:

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

Staff Recommendation:

Staff recommends approval.

DEVELOPMENT AGREEMENT (O'Donnell Tract)

This Development Agreement (this "Agreement") is made and entered into by and between the City of Celina (the "City"), a home rule municipality located within Collin County, Texas, and Celina Partners, LTD, Legacy Equestrian Center, LLC, and Patricia Deason (collectively, the "Owner") (the City and the Owner each individually, a "Party" and collectively, the "Parties") as of May 31, 2016 (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, Celina Partners, LTD, a Texas limited partnership, Legacy Equestrian Center, LLC, a Texas limited liability company, and Patricia Deason, an individual residing in Dallas County, are the owners of three separate tracts of land that make up the approximately 641-acre property described by metes and bounds in Exhibit A and depicted on Exhibit B attached hereto (the "Property"); and

WHEREAS, the Property is currently located wholly within the extraterritorial jurisdiction ("ETJ") of the City adjacent to the City's corporate limits; and

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; and

WHEREAS, the City is agreeable to the Property being developed pursuant to this Agreement, which will remain in place for a 15-year term and be binding on subsequent purchasers of all or a portion of the Property as provided herein and by Section 212.172, Texas Local Government Code; and

WHEREAS, 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

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

1.02 Authority. The City represents and warrants that this Agreement has been approved and duly adopted by the City Council of the City in accordance with all applicable

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

ARTICLE II **PURPOSES, CONSIDERATION, AND TERM**

2.01 Purposes. The Parties desire to enter into this Agreement to provide for the annexation of the Property and to provide for the terms of annexation; specify the uses and development of the Property before and after annexation; and include other lawful terms and consideration.

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

2.03 Term. This Agreement shall have a 15-year term starting on the Effective Date (the "Term").

ARTICLE III **REGULATION OF DEVELOPMENT**

3.01 Governing Regulations. Development of the Property shall be governed by the development regulations attached as Exhibit C (the "Development Regulations"). In addition, the five existing single family homes and the existing tree farm on the Property are considered legal uses that may be continued during the term of this Agreement. In addition, the five existing single family homes and the existing tree farm on the Property must be brought into compliance with all of the City's building codes if they are expanded, remodeled or rebuild after partial destruction. Upon annexation of the Property, the City agrees to consider adopting a planned development zoning district ordinance for the Property consistent with this Section 3.01 and the regulations and plans attached as Exhibit C, although nothing herein shall be construed as a contractual requirement for the City to adopt any particular zoning regulations for the Property. Notwithstanding any zoning of the Property to the contrary following annexation, the Property may be developed and used consistent with this Section 3.01 and the development regulations attached as Exhibit C. Currently the Property is subject to the City's subdivision ordinance and other City ordinances that apply in the ETJ. Upon annexation, the Property shall be subject to all City ordinances, as they presently exist or may be amended, subject to Section 3.02. 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.

3.02 Conflicts. In the event of any conflict between this Agreement and the City's comprehensive zoning ordinance, this Agreement, including the Development Regulations, shall control.

ARTICLE IV **ANNEXATION**

This Agreement constitutes the consent of the Owner to the City's full purpose annexation of the Property. In addition, the Owner has petitioned the City for the annexation of the Property, or will petition by June 3, 2016.

ARTICLE V **RETAIL WATER SERVICE**

The Parties acknowledge that the Marilee Special Utility District ("Marilee") holds a certificate of convenience and necessity (a "CCN") to provide retail water service to the Property. The Owner shall, at Owner's sole cost and expense, do one of the following prior to filing with the City an application for a general development plan for the Property: (a) decertify the Property from Marilee's CCN; or (b) make payment to the City in the amount necessary for the City to purchase the CCN pursuant to that certain Full and Final Settlement Agreement dated April 24, 2001, as subsequently amended, between the City and Marilee, of which a copy of the Third Addendum is attached as **Exhibit D**. 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 and as required by the City's annexation service plan. Within 180 days following either the Marilee CCN decertification or payment to the City 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.

ARTICLE VI **ASSIGNMENT AND ENCUMBRANCE**

6.01 Assignment by Owner to Successor Owners.

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

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

(c) Each assignment shall be in writing executed by the Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies

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

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

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

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

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

ARTICLE VII

RECORDATION, RELEASES, AND ESTOPPEL CERTIFICATES

7.01 Binding Obligations. Pursuant to the requirements of Section 212.172(f) of the Texas Local Government Code, this Agreement, and all amendments hereto, shall be recorded in the deed records of Collin County. In addition, all assignments of this Agreement shall be

recorded in the deed records of Collin County. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns permitted by this Agreement and upon the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-buyer of a fully developed and improved lot (“an End-Buyer”) and shall not negate the End-Buyer’s obligation to comply with the City’s ordinances, including but not limited to zoning ordinances.

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

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

ARTICLE VIII **ADDITIONAL PROVISIONS**

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

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

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

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

With a copy to: Attn: Julie Fort
 Messer, Rockefeller & Fort, P.L.L.C.
 6351 Preston Rd., Ste. 350
 Frisco, Texas 75034
 E-mail: julie@txmunicipallaw.com
 TEL: (972) 668-6400
 FAX: (972) 668-6414

To the Owner: Jody O'Donnell
 1437 Halsey Way
 Carrollton, Texas 75007
 E-mail: jodonnell@lmlandscapes.com
 TEL: (214) 876-3777
 FAX: (972) 446-0028

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

8.03 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than five business days after written notice of the alleged failure has been given in the case of a default of an obligation to make a payment required under this Agreement and 30 days after written notice of the alleged failure in all other cases). In addition, no Party shall be in default under this Agreement if, within the applicable

cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If a Party who has received notice under this section cannot cure an alleged failure to perform within 30 days after receipt of written notice, such Party shall give written notice to the other Party within such 30 day period (a) stating that the Party cannot cure the alleged failure within 30 days after receipt of written notice, and explaining the reason; and (b) providing a date by which such Party can reasonably cure the alleged failure ("Cure Time Notice"). A Party who does not timely provide a Cure Time Notice shall be deemed to be able to cure the alleged failure to perform within 30 days after the initial written notice of the alleged failure has been given.

8.04 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, and injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL:

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

8.05 Limited Waivers of Immunity. The City does not waive or surrender any of its governmental powers, immunities, or rights, except to the extent permitted by law and necessary to allow the Owner to enforce its remedies under this Agreement. THE CITY CONFIRMS ITS IMMUNITY FROM SUIT AND IMMUNITY FROM LIABILITY IS WAIVED WITH RESPECT TO THE ENFORCEMENT OF THIS AGREEMENT BY THE OWNER.

8.06 Reservation of Rights. This Agreement constitutes a "permit" within the meaning of Chapter 245, Texas Local Government Code, as amended. In the event the voluntary annexation as contemplated by this Agreement is not completed, the City expressly reserves its authority to unilaterally annex the Property pursuant to Chapter 43 of the Texas Local Government Code, as amended.

8.07 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.

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

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

8.10 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, Texas. Venue for any action to enforce or construe this Agreement shall be Collin County, Texas.

8.11 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.

8.12 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.

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

Exhibit A	Metes and Bounds Description of Property
Exhibit B	Depiction of the Property
Exhibit C	Development Regulations
Exhibit D	Marilee Agreement

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

CITY OF CELINA, TEXAS
"The City"

By: _____
Sean Terry, Mayor

ATTEST:

By: _____
Vicki Faulkner, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

On _____, 2016, before me, the undersigned personally appeared Sean Terry, Mayor, of the City of Celina and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity.

Notary Public in and for the State of TEXAS

Attachment: O'Donnell Development Agreement (1605 : O'Donnell Pre-Annexation Development Agreement)

OWNER:

CELINA PARTNERS, LTD

a Texas limited partnership

By: Badger Texas Investments, LLC,
A Texas limited liability company
Its: Sole General Partner

By: _____
Jody M. O'Connell
Its: Sole Manager

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2016, by _____, _____, of Celina Partners, LTD, a Texas limited partnership on behalf of said partnership.

Notary Public in and for the State of TEXAS

Attachment: O'Donnell Development Agreement (1605 : O'Donnell Pre-Annexation Development Agreement)

OWNER:

Legacy Equestrian Center, LLC
a Texas limited liability company

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2016, by _____, _____, of Legacy Equestrian Center, LLC, a Texas limited liability company on behalf of said company.

Notary Public in and for the State of TEXAS

Attachment: O'Donnell Development Agreement (1605 : O'Donnell Pre-Annexation Development Agreement)

OWNER:

 Patricia Deason

THE STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2016, by
 Patricia Deason.

 Notary Public in and for the State of TEXAS

Attachment: O'Donnell Development Agreement (1605 : O'Donnell Pre-Annexation Development Agreement)

EXHIBIT A
METES AND BOUNDS DESCRIPTION OF THE PROPERTY

Exhibit “A” – Overall Property

BEING a tract of land situated in the B. B. B. & C. RR. Company Survey, Abstract No. 130, Hezekiah, Culwell Survey, Abstract No. 186, John Culwell Survey, Abstract No. 208 and the George Jay Survey, Abstract No. 488, Collin County, Texas, and being all of a called 21.349 acre tract of land, conveyed to Patricia Deason, as evidenced in a Deed, recorded in Volume 5698, Page 1119, Land Records of Collin County, Texas, all of a called 2.469 acre tract of land, conveyed to Patricia Ann Miller, as evidenced in a Deed, recorded in Volume 3969, Page 1405, Land Records of Collin County, Texas, all of a called 75.931 acre tract of land, conveyed to Patricia Ann Miller, as evidenced in a Deed, recorded in Volume 4047, Page 299, Land Records of Collin County, Texas, a portion of a called 166.407 acre tract of land, conveyed to Patricia Ann Miller, as evidenced in a Deed, recorded in County Clerk’s File No. 96-0036768, Official Public Records of Collin County, Texas, all of a called 86.076 acre tract of land, conveyed to Celina Partners, Ltd., as evidenced in a Deed, recorded in Volume 5144, Page 3554, Land Records of Collin County, Texas, all of a called 92.315 acre tract of land, conveyed to Celina Partners, Ltd., as evidenced in a Deed, recorded in Volume 4516, Page 1563, Land Records of Collin County, Texas, a portion of a called 93.492 acre tract of land, conveyed to Celina Partners, Ltd., as evidenced in a Deed, recorded in Volume 4801, Page 1372, Land Records of Collin County, Texas, all of a called 0.432 acre tract of land, conveyed to Celina Partners, Ltd., as evidenced in a Deed, recorded in Volume 4817, Page 2629, Land Records of Collin County, Texas, a portion of a called 160.635 acre tract of land, conveyed to Celina Partners, Ltd., as evidenced in a Deed, recorded in Volume 5023, Page 2451, Land Records of Collin County, Texas, and all of a called 76.551 acre tract of land, conveyed to Legacy Stables LLC, as evidenced in a Deed, recorded in Volume 5045, Page 190, Land Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the southeast corner of said 76.551 acre tract, same being in the approximate centerline of a gravel road, known as County Road 130;

THENCE South 89°10’46” West, along the southerly line of said 76.551 acre tract and generally along the centerline of said County Road 130, a distance of 1,650.07 feet to the southwest corner of said 76.551 acre tract;

THENCE in a northerly direction, departing said County Road 130 and along the westerly line of said 76.551 acre tract, the following:

North 08°03’48” East, a distance of 123.07 feet to a corner; North 38°59’36” East, a distance of 364.43 feet to a corner; North 04°52’07” West, a distance of 282.14 feet to a corner; North 12°40’03” East, a distance of 87.53 feet to a corner; South 57°12’42” East, a distance of 80.32 feet to a corner; North 11°22’42” West, a distance of 293.00 feet to a corner; North 42°52’42” West, a distance of 948.00 feet to a corner;

North 04°51’06” West, a distance of 166.08 feet to the northwest corner of said 76.551 acre tract, same being the southwest corner of aforesaid 93.492 acre Celina Partners, Ltd., tract and the southeast corner of aforesaid 0.432 acre Celina Partners, Ltd., tract;

THENCE North 89°02’05” West, along the southerly line of said 0.432 acre tract and the southerly line of aforesaid 166.407 acre Patricia Ann Miller tract, a distance of 673.58 feet to the northeast corner of aforesaid 75.931 Patricia Ann Miller Tract;

THENCE South 00°07'27" East, along the easterly line of said 75.931 acre tract, the easterly line of aforesaid 2.469 acre Patricia Ann Miller tract, and generally along the centerline of a gravel road, known as County Road 132, a distance of 1,893.03 feet to the southeast corner of said 75.931 acre tract, same being at the intersection of the centerline of said County Road 132 with the centerline of aforesaid County Road 130;

THENCE South 89°29'28" West, along the southerly line of said 75.931 acre tract and generally along the centerline of said County Road 130, a distance of 1,772.15 feet to the southwest corner of said 75.931 acre tract;

THENCE in a northerly direction, departing the centerline of said County Road 130 and along the westerly line of said 75.931 acre tract, the following:

North 00°31'28" West, a distance of 591.28 feet to a corner; North 00°42'37" West, a distance of 551.51 feet to a corner; North 00°31'07" West, a distance of 550.24 feet to a corner;

North 00°32'47" East, a distance of 247.17 feet to the northwest corner of said 75.931 acre tract, same being the most southerly, southwest corner of aforesaid 166.407 acre Patricia Ann Miller tract;

THENCE North 00°23'39" West, along a westerly line of said 166.407 acre tract, a distance of 352.65 feet to an inner ell corner of said 166.407 acre tract;

THENCE South 89°38'59" West, along a southerly line of said 166.407 acre tract, a distance of 259.30 feet to a corner;

THENCE South 89°20'23" West, continuing along a southerly line of said 166.407 acre tract, a distance of 539.26 feet to the most westerly, southwest corner of said 166.407 acre tract;

THENCE North 01°11'36" East, along the westerly line of said 166.407 acre tract, a distance of 951.42 feet to a corner;

THENCE North 00°45'52" East, continuing along the westerly line of said 166.407 acre tract, a distance of 111.03 feet to the southeast corner of aforesaid 21.349 acre Patricia Deason tract;

THENCE South 89°33'54" West, along the southerly line of said 21.349 acre tract, a distance of 159.39 feet to a corner;

THENCE North 57°01'20" West, continuing along the southerly line of said 21.349 acre tract, a distance of 62.38 feet to a corner;

THENCE North 85°51'39" West, continuing along the southerly line of said 21.349 acre tract, a distance of 607.88 feet to the southwest corner of said 21.349 acre tract, same being on the easterly line of Prairie Meadow Estates, an Addition to the City of Celina, Texas, according to the Final Plat, recorded in Volume N, Page 983, Plat Records of Collin County, Texas;

THENCE North 00°24'20" East, along the westerly line of said 21.349 acre tract, a distance of 1,099.49 feet to the northwest corner of said 21.349 acre tract;

THENCE North 89°16'33" East, along the northerly line of said 21.349 acre tract, a distance of 813.52 feet to the northeast corner of said 21.349 acre tract, same being the northwest corner of aforesaid 166.407 Patricia Ann Miller tract;

THENCE South 80°02'56" East, along the northerly line of said 166.407 acre tract, a distance of 3,265.65 feet to the northeast corner of said 166.407 acre tract, same being the northwest corner of aforesaid 93.492 acre Celina Partners, Ltd., tract, same also being in the approximate centerline of a gravel road, known as County Road 132;

THENCE North 84°52'21" East, along the northerly line of said 93.492 acre tract, a distance of 30.10 feet to the northwest corner of right of way acquisition to Collin County, Texas,

recorded in Instrument No. 20120830001083660, Official Public Records of Collin County, Texas;

THENCE departing the northerly line of said 93.492 acre tract, crossing said 93.492 acre tract and along said Collin County right of way acquisition tract, the following:

South 00°27'03" East, a distance of 115.59 feet to the southwest corner of said Collin County right of way acquisition tract;

North 89°32'57" East, a distance of 13.75 feet to the southeast corner of said Collin County right of way acquisition tract;

North 03°37'40" East, a distance of 85.85 feet to a corner;

North 30°42'24" East, a distance of 38.83 feet to the northeast corner of said Collin County right of way acquisition tract, same being on the northerly line of said 93.492 acre tract;

THENCE North 84°52'22" East, along the northerly line of said 93.492 acre tract, a distance of 711.05 feet to the most westerly, southwest corner of aforesaid 92.315 acre Celina Partners, Ltd., tract, same being in a gravel road, known as County Road 131;

THENCE North 00°01'29" West, along the westerly line of said 92.315 acre tract, a distance of 688.68 feet to the northwest corner of said 92.315 acre tract, same being on the southerly line of aforesaid 160.635 acre Celina Partners, Ltd., tract;

THENCE North 00°11'16" West, crossing said 160.635 acre tract and along the easterly line of a tract of land, conveyed to Michael D. Reardon and Marilyn Reardon, as evidenced in a Deed, recorded in Instrument No. 20150107000021820, Official Public Records of Collin County, Texas and the easterly line of a tract of land, conveyed to Joseph McCormick and Kelli McCormick, as evidenced in a Deed, recorded in Instrument No. 20141003001085590, Official Public Records of Collin County, Texas, a distance of 821.74 feet to the northeast corner of said McCormick tract, same being on the southerly line of a tract of land, conveyed to Chi Chu Chan and Tsun Huei Chan, as evidenced in a Deed, recorded in Volume 5446, Page 427, Land Records of Collin County, Texas;

THENCE North 89°46'59" East, continuing across said 160.635 acre tract, along the southerly line of said Chan tract and the southerly line of a tract of land, conveyed to Michael E. Herbert, as evidenced in a Deed, recorded in Instrument No. 20112026001367720, Official Public Records of Collin County, Texas, a distance of 1,139.34 feet to the southeast corner of said Herbert tract, same being on the easterly line of said 160.635 acre tract and the westerly line of aforesaid 86.076 acre Celina Partners, Ltd., tract;

THENCE North 00°33'19" West, along the westerly line of said 86.076 acre tract, a distance of 202.79 feet to the northwest corner of said 86.076 acre tract;

THENCE North 89°15'05" East, along the northerly line of said 86.076 acre tract, a distance of 2,671.76 feet to the northeast corner of said 86.076 acre tract, same being in the approximate centerline of a gravel road, known as County Road 133;

THENCE South 01°13'49" East, along the easterly line of said 86.076 acre tract and generally along the centerline of said County Road 133, a distance of 1,224.03 feet to the southeast corner of said 86.076 acre tract, same being the northeast corner of aforesaid 92.315 acre Celina Partners, Ltd., tract;

THENCE South 01°09'05" East, along the easterly line of said 92.315 acre tract, a distance of 1,518.05 feet to the southeast corner of said 92.315 acre tract;

THENCE in a westerly direction, along the southerly line of said 92.315 acre tract, the following:

North 79°16'29" West, a distance of 434.44 feet to a corner;

South 78°59'25" West, a distance of 597.70 feet to a corner; North 81°38'35" West, a distance of 271.40 feet to a corner; South 51°24'25" West, a distance of 170.70 feet to a corner;

North 82°43'22" West, a distance of 682.32 feet to the most southerly, southwest corner of said 92.315 acre tract, same being on the easterly line of aforesaid 93.492 acre Celina Partners, Ltd., tract;

THENCE in a southwesterly direction, along the easterly line of said 93.492 acre tract, the following:

South 38°13'03" West, a distance of 353.71 feet to a corner; South 57°30'27" West, a distance of 110.51 feet to a corner; South 74°52'15" West, a distance of 187.74 feet to a corner;

South 22°17'00" West, a distance of 156.04 feet to the northeast corner of aforesaid 76.551 acre Legacy Stables LLC tract;

THENCE South 01°48'30" East, along the easterly line of said 76.551 acre tract, a distance of 2,461.12 feet to the **POINT OF BEGINNING** and containing 641.30 acres of land, more or less.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Michael B. Marx

Registered Professional Land Surveyor No. 5181
Kimley-Horn and Associates, Inc.

5750 Genesis Court, Suite 200

Frisco, Texas 75034

Ph. 972-335-3580

michael.marx@kimley-horn.com

TXBPLS Firm No. 10193822



EXHIBIT C

DEVELOPMENT REGULATIONS

For a 642 acre tract of land out of the B.B.B. & C. RR. Company Survey, Abstract No. 130, Hezekiah, Culwell Survey, Abstract No. 186, John Culwell Survey, Abstract No. 208 and the George Jay Survey, Abstract No. 488 in the City of Celina ETJ and Collin County, Texas. *(Please refer to Appendix "A" to review a variety of maps relative to this PD and refer to Section 12 for a legal description of the tract's overall boundary.)*

1.0 Purpose

The purpose of this PD is to create a community by connecting a group of neighborhoods linked together by a series of trails and enhanced open space areas that encourage and promote outdoor activity among the residents. The Open Space areas shall consist of existing trees, existing lakes as well as proposed lakes, trails, ornamental trees and shade trees. In addition, this planned development provides an opportunity for the development of neighborhood commercial services that would serve the community and provide a natural progression of residential development from denser residential product, in the form of multifamily, senior living, townhome and/or patio homes adjacent to the commercial, to traditional, less dense, residential product.

2.0 Definitions

Definitions used herein shall be the same as those found in Section 14.01.007 of the Zoning Ordinance for the City of Celina, Texas, or as may be amended.

3.0 General Regulations

- 3.1 All regulations for the O'Donnell Tract not redefined by these Planned Development Regulations shall conform to the regulations set forth in the City of Celina Zoning Ordinance and the Sub-division Ordinance as they exist or may be amended.
- 3.2 Any future modification to these PD Development Regulations shall be limited to the specific neighborhoods being modified. A metes and bounds description for each neighborhood is provided herein.
- 3.3 A property owners association and/or Public Improvement District (PID) shall be established and shall be responsible for the ownership and maintenance of all park/open space area.
- 3.4 Upon approval of a final plat, the raising of large animals such as horses, swine, sheep, cows, etc. on any lot less than two (2) acres is prohibited.
- 3.5 All single-family detached and attached residences can be front-entry and have garage access from a dedicated public street.
- 3.6 The Concept Plan depicts two principal base districts a "SF-R" and "MU-2" district. The maximum number of single family residential lots within the "SF-R" district (Neighborhoods 1 – 8) shall be 1,700; furthermore, the maximum number of Type D lots within Neighborhoods 2 & 3 shall be 500. Lot sizes in Neighborhood 6 & 7 are restricted to Type B lots or larger. The maximum number of Type C lots with the development cannot exceed 50% of the allowed maximum single family lots. At least 20% of the maximum number of allowed single family lots have to be Type A or larger. Lots fronting onto existing CR 132 in Neighborhood 7 are restricted to Type A lots. Lot sizes in Neighborhood 8 are restricted to Type A Lots or larger. The maximum number of units allowed in Neighborhoods 9 & 10 is 883, unless developed with structural parking as noted herein. Any single family

detached or attached residential lots developed in the “MU-2” district (Neighborhoods 11 & 12) may be developed as specified under Section 4.3 and are in addition to the lot maximums specified herein for “SF-R” and Type D lots.

4.0 Use Regulations

The permitted uses within each Neighborhood are outlined below. *(For a visual representation of the Concept Plan, refer to Appendix A; note, the Concept Plan and associated Neighborhoods are not a Phasing Exhibit.):*

- 4.1 Neighborhood 1 ($\pm$ 61.8 ac.); Neighborhood 4 ($\pm$ 129 ac.); Neighborhood 5 ($\pm$ 97.9 ac.); Neighborhood 6 ($\pm$ 53.1 ac.); Neighborhood 7 ($\pm$ 62.1 ac.) and Neighborhood 8 ($\pm$ 59.1 ac.): The permitted uses shall be SF-R Single-Family Residential District Uses, referred to herein, and the associated uses defined in Sections 14.03.008 of the City of Celina Zoning Ordinance or as amended herein.
1. Additional Permitted Uses for Neighborhood 1 and 4 - 8:
 - a. Single-family detached
 - b. Schools (private or public)
 - c. Civic
 - d. Country clubs
 - e. Golf course and related facilities
 - f. Marketing and sales centers associated with the development of the Property
 - g. Temporary construction offices and storage yards associated with development of the Property
 - h. Public works, including drainage facilities, water wells, and water and wastewater treatment, pumping, storage, and transmission facilities
 - i. Home occupation, per Zoning Ordinance, as it exists or may be amended.
 - j. Parks, playgrounds, trails, swimming pools, and other forms of improved and unimproved open space
 - k. Recreation centers, pools
 - l. Temporary concrete or asphalt batch plants associated with development of the Property
 - m. Houses of worship
 - n. Gated communities (by conditional use permit only)
 - o. Equestrian facilities, including, but not limited to, riding stables, shoeing facilities, indoor/outdoor arenas, equestrian trails, and applicable accessory/support facilities with “CUP”
 - p. Agricultural, including a commercial tree farm
- 4.2 Neighborhood 2 ($\pm$ 59.3 ac.) and Neighborhood 3 ($\pm$ 38.5 ac.): The permitted uses shall be SF- R Single Family Residential District Uses, referred herein, and the associated uses defined in Section 14.03.008 of the City of Celina Zoning Ordinance or as amended herein.
1. Additional Permitted Uses for Neighborhoods 2 and 3: include all of those in Section 4.1 with the addition of:
 - a. Attached single-family residential dwellings (Townhomes, Type D) and accessory structures
- 4.3 Neighborhood 9 ($\pm$ 16.2 ac.) and Neighborhood 10 ($\pm$ 17.8 ac.): The permitted uses shall be “MU-2” Mixed Use Regional District Uses, referred to herein, and the associated uses defined in Sections 14.03.000 of the City of Celina Zoning

Ordinance or as amended herein.

1. Additional Permitted Uses for Neighborhood 9 and 10 include all of those in Section 4.2 with the addition of:
 - a. Local utility lines
 - b. Franchise utilities (public or private)
 - c. Assisted living, memory care, and/or nursing homes
 - d. Day care centers
 - e. Retail/office/restaurant/health facility uses on the first floor (i.e., mixed uses)
 2. Prohibited Uses:
 - a. Duplex uses
 3. Single-family residential dwellings are allowed and shall be developed according to the development regulations applicable to the single-family residential areas, as noted herein.
 4. Land Use Limits:
 - a. These areas may be developed as 100% Multifamily Residential. These areas may also be developed as 100% Single-Family Residential. Commercial/non-residential uses may also be allowed as noted herein.
- 4.4 Neighborhood 11 ($\pm$ 23 ac.) and Neighborhood 12 ($\pm$ 23.3 ac): The permitted uses shall be "MU- 2" Mixed Use Regional District Uses, referred to herein, and the associated uses defined in Sections 14.03.000 of the City of Celina Zoning Ordinance or as amended herein.
1. Additional Permitted Uses:
 - a. Single-family detached
 - b. Single-family attached (Type D lots/townhomes)
 - c. Agricultural, including a commercial tree farm
 - d. Day Care Centers
 - e. Big Box Retail
 - f. Convenience Stores with Gas Pumps
 2. Conditional Uses:
 - a. Tire Dealer with Open Storage
 - b. Kiosk, as an accessory use structure only
 - c. Nursery (retail sales outdoors)
 - d. Hotel
 - e. Auto Repair (major/minor)
 3. Prohibited Uses:
 - a. Check Cashing Services
 - b. Recycling Kiosk
 - c. Duplex Uses
 4. Single family residential dwellings are allowed and shall be developed according to the development regulations applicable to the single family residential areas, as noted herein.
 5. Land Use Limits:
 - a. These areas may be developed as 100% Commercial or

Townhomes or a combination of commercial uses, townhomes and/or other allowed uses.

- b. No more than 600 multifamily units may be allowed (cumulative) in Neighborhoods No. 11 & 12 and no more than 400 units may be allowed in the individual Neighborhoods No 11 & 12.
- c. No more than 50% of Neighborhoods No. 11 & 12 may be developed as townhomes (TH; Type D) lots.

5.0 Area Regulations

5.1 General Area regulations for residential uses

Type	Min. Lot Size (Sq. ft) (3)	Max. Height (Ft.)	Min. Side Yard (Ft.)	Min. Rear Yard (Ft.)	Min. Yard Key/ Corner Lots (Ft.)	Min. Front Yard (Ft.) (4), (7)	Min. Lot Width (Ft.) (1), (2)	Min Lot Depth (Ft.)	Min. Struct Size ft.)	Max Cover (6)
A (SF-R)	9,600	40	8	20	15	25 15	80	130	1,750	55%
B (SF-R)	7,400	40	5	15	15	25 15	65	120	1,500	60%
C (SF-R)	5,750	40	5	15	15	20 15	50	110	1,250	60%
D (TH)	2,200	45'	5/5	10	10	10	20(3)	90	850	88%

- The lot widths shall be measured along the arc of the front building line.
- Lot width may be reduced by 20% for lots fronting cul-de-sacs, eyebrows, and inside curves. The minimum lot width is measured at the platted front yard building set back. On SF-R lots a minimum of 30' of frontage is required at the ROW.
- Where access is provided from the front property line, the minimum lot width shall be increased to 25 feet.
- Where front porches are provided, they shall be permitted to encroach a maximum of five (5) feet into the front setback line.
- Lot coverage is defined as the footprint of the primary residential structure, excluding without limitation patios, pools, accessory structures, driveway and, sidewalks.
- J-wing garages may overhang the front building line by 5 feet.

5.2 General Area regulations for multifamily residential uses:

Max. Height (Ft.) (3)	Min Side Yard (Ft.) (1,2)	Min. Rear Yard (Ft.) (1)	Min. Front Yard (Ft.)	Min. Lot Width (Ft.)	Min. Lot Depth (Ft.)	Min. Unit Size (Sq. ft.)	Max Lot Coverage	Max. number of units per gross acre
45' (3 stories max)	8' 15' adjacent to street	25'	25'	75'	120'	1 bedroom: 650 2 bedroom: 800 3 bedroom: 900	65%	28

1. The minimum setback shall be increased to 60 feet for a multi-family structure adjacent to a single family residence.
2. A minimum of ten (10) feet of building separation shall be provided between buildings of two- stories or less. For buildings greater than two-stories, a minimum building separation of 20 feet shall be provided.
3. In Neighborhoods 11 & 12 only, the maximum height may be increased to four-stories (58') if developed with wrapped structured parking and the density may increase to 48 units per gross acre. The minimum set back shall be increased to 90 feet for all structures exceeding 3 stories if adjacent to a single family residence.

5.3 General Area regulations for non-residential uses:

Max. Height	Min Side Yard (Ft.)	Min. Rear Yard (Ft.)	Min. Front Yard (Ft.)	Min. Lot Width (Ft.)	Min. Lot Depth (Ft.)	Max Lot Coverage
45 (2)	15 (1)	25	25	100	100	50%

1. Twenty-five (25) feet adjacent to a public street or residential lot. When retail uses are platted adjacent to other retail/office uses and integrated into an overall development site, no side yard is required provided it complies with the City's building code.
2. The maximum height will be limited to four-stories (maximum 56 feet) for a hotel. The allowed floor to area ratio (FAR) for a hotel (or related uses) will be 1:1 and the maximum lot coverage will be 60% (excluding parking garages).

6.0 Parking Regulations

- 6.1 Single Family Residential: The off-street residential parking requirement is two (2) enclosed vehicle spaces for each dwelling unit that are located behind the front building line.
- 6.2 Type D Townhomes: one (1) visitor parking space for every four (4) dwelling units shall be provided within 800 feet of the building it serves. The spaces provided shall be either parallel spaces (8'x22') or head-in spaces (9'x18'), on-street parking may count towards these parking requirements if built as alley-loaded product. On street parking standards shall also be in accordance with those outlined in Ordinance No. 2015-49.

6.3 Multifamily Residential:

1. 1.0 spaces per unit for age restricted units (age 55 or older)
2. 1.5 spaces per efficiency unit or one-bedroom unit
3. 1.75 spaces per two-bedroom unit
4. 2.0 spaces per three-bedroom unit
5. 3.0 spaces per unit with four or more bedrooms
6. Tandem parking spaces shall only count toward required parking when located in front of a garage. Tandem parking spaces shall be a minimum of nine by twenty (9 x 20) feet.
7. On-street parking spaces shall be permitted in Multi-family Residential Lot Types. Parking spaces may be provided in the right-of-way and shall conform to City standards for vehicle parking areas. Where provided, on-street parking spaces shall be counted to satisfy the minimum off-street parking requirements and shall also be in conformance with Ordinance No. 2015-49.
8. Covered or enclosed parking shall not be required for Multi-Family Residential Lot Types. Where provided, covered or enclosed parking shall be counted to as part of the minimum off- street parking requirements.

- 6.4 Non-Residential: The parking requirement for all non-residential uses shall conform to City of Celina Development Standards and Use Regulations described in Section 14.05.043 of the City of Celina Zoning Ordinance, as exists or may be amended.

7.0 Building Regulations

- 7.1 Exterior Building Façade for Residential structures shall meet or exceed the requirements outlined in Section 14.05.152 of the Celina Code of Ordinances except as herein amended:
1. The front façade or other façades that faces a street right-of-way of single-family residences shall be 100% masonry on the first floor, exclusive of doors, windows, dormers and other architectural elements. Cementitious fiber board may only constitute fifty (50%) percent of stories other than the first floor. However, Cementitious fiberboard may not be used as a façade cladding material for portions of upper stories that are in the same vertical plane as the first story. In addition, building materials shall comply with the applicable requirements in Section 14.05.152 of the Zoning Ordinance as it exists or maybe amended, except that cementitious fiberboard may be used in the same vertical plane as the first story if it is interrupted with an intersecting roof line or another architectural feature.
 2. The building elevation of each lot adjacent to the proposed lot shall not be similar. Furthermore, the building elevation of the house most directly across the street from the proposed lot and the adjacent lots on either side of it shall not be similar.
 3. All garage doors shall be allowed at or behind the front building line, but shall not be closer than 20 feet from the street right-of-way and in no case shall be in front of the front façade (i.e. no snout nose garages).
 4. The primary roof pitch for residential building types shall not be less than 6:12 for Type C and D homes and shall not be less than 8:12 for Type A and B

homes. The minimum pitches do not apply to porches, specialty roofs, awnings, dormers, etc.

5. No building shall exceed a height of more than 40 feet, measured at the mid-point between the top plate and the dominate roof ridge except Townhomes (TH), which shall not exceed 45' (3 stories max).
- 7.2 Exterior Building Façade of Accessory Structure:
 1. Any accessory structure or building shall be constructed of complementary material to the associated residence and the general architecture of the development.
 2. An accessory building shall be located not less than 50 feet from the front lot line, and use the same side yard setback as the primary structure, and not less than three (3) feet from any rear lot line.
 3. The maximum height of any accessory structure shall not exceed 20 feet, but in no case shall have more than one story.

8.0 Screening Regulations

- 8.1 A minimum landscape buffer of 25' will be required adjacent to right-of-ways of 100' width or greater. A minimum landscape buffer of 15' will be required adjacent to collector streets. Tree plantings will be required to be planted at a minimum spacing of 50'. The City may approve a more natural looking spacing of the required trees as long as the minimum tree count (based on 50' spacing) is maintained.
- 8.2 Screening fences shall be as follows:
 1. For single-family lots siding to any collector, there shall be a minimum six (6) foot board-on-board fence with a cap and a generally continuous row of shrubs and/or trees within the adjacent landscape buffer. Seven (7) foot masonry columns are required at front building lines and at corners. The fence shall have a uniform color. As an alternate to the board-on-board fencing, the developer may use decorative metal fencing with shrubbery, trees and masonry columns (on a minimum 80 foot centers), or a minimum solid six (6) foot masonry fence, or a combination thereof. A minimum three (3) foot berm must be used in conjunction with wood or decorative metal fencing.
 2. For single family lots backing to a collector, there shall be a minimum six (6) foot masonry fence. As an alternative, a minimum six (6) foot decorative metal fence (w/ shrubbery, trees, and masonry columns on a minimum 80 foot centers), or a living screen, and/or a combination thereof may be used for screening, if approved by the City. A minimum three (3) foot berm must be used in conjunction with wood or decorative metal fencing.
 3. For single-family lots siding or backing to thoroughfares, there shall be a minimum six (6) foot masonry fence. As an alternative, a minimum six (6) foot decorative metal fence (with shrubbery, trees and masonry columns on a minimum 80 foot centers), or a living screen, and/or a combination thereof may be used for screening, if approved by the City.

4. Single-family lots backing or siding to open space shall have a minimum five (5) foot ornamental metal fencing adjacent to the open space area.

9.0 Landscape & Irrigation Regulations

- 9.1 The residential builder of each lot shall provide at a minimum the following landscape material:

Turf: The front, side and rear yard of each shall be sodded and fully irrigated with an automatic sprinkler system.

Trees:

Type A – Type C: There shall be a minimum of six (6) total diameter inches of shade or ornamental trees planted for each residential lot; however, at least 50% of the trees shall be shade trees.

Type D: There shall be a minimum of three (3) total diameter inches of shade or ornamental trees, slanted for each townhome lot.

Shrubs:

Type A – C: There shall be a minimum of 18 three (3) gallon shrubs across the front of the house. Type D: There shall be a minimum of six (6) three (3) gallon shrubs across the front of the house.

10.0 Open Space Regulations

10.1 General:

1. All open space areas are open to the public, except amenity centers, or other such type HOA maintained amenities, unless gated.
2. All private open space areas and detention areas shall be owned and maintained by the HOA/District. All proposed (wet) lakes shall be equipped with a water fountain or aerator devices.
3. No physical improvements are permitted within the flood plain that would impact the capacity of the floodplain.
4. All open space areas shall have slope not greater than 4:1, unless they are naturally existing or structurally supported.
5. On the opposite side of the street from a six (6) foot trail shall be a four (4) foot walk. The builder is responsible for constructing the trail and/or walk referenced above when the proposed trail/walk is located along the front and/or side of a lot.
6. Acreage equal to a minimum of eight (8) percent of the single-family residential areas and multi-family residential areas shall be retained as Open Space. Such Open Space may be located anywhere on the Property. “Open Space” means natural areas, floodplain, areas used for drainage and detention, parks, common areas, gas and power line easements/right- of-way, and parkway and median areas within road right-of-way to the extent they exceed the minimum requirement. Fifty percent (50%) of the area of a golf course, excluding areas utilized for clubhouse or maintenance related facilities, shall be considered Open Space. Open Space may be privately or publically owned. Open Space shall not consist of any area platted for residential dwellings, retail/commercial uses, civic or institutional uses (other

than schools and churches), public works facilities, or minimum road right-of-way, parkway, and median area.

7. Acreage equal to seven (7) percent of the commercial areas shall be retained as Open Space and shall be located as specified under Section 14.05.086 of the Zoning Ordinance as it exists or maybe amended.

10.2 Open Space Area Specifics:

Area A: Natural open space with improvements such as a 6-foot trail, manicured edges at key access points, benches, and a majority of the areas left in a natural state with the exception of the existing Soil Conservation Service (SCS) and retention ponds that will have either bubblers or lighted fountains.

Area B: Perimeter landscape buffers with a 6-foot trail, required tree plantings and irrigation. The minimum average width will be 25-feet along thoroughfares and 15-feet along collector streets. The minimum width shall be 20-feet along thoroughfares and 10-feet along collector streets.

Area C: Natural Open space that is not intended to have improvements and/or irrigation except at some key access points.

Area D: Open space along the existing overhead electric transmission easement. It shall be amenitized with a 6-foot trail system and other complimentary amenities such as a dog park, workout stations, and/or benches if allowed by the owner of the electric easement. These areas and proposed improvements are subject to approval of the applicable owner of the electric easement.

Area E: Improved open space for a planned amenity center and/or sales center to include a cabana, playground equipment and/or playfields, a swimming / leisure pool, parking, a 6-foot trail connection, and associated landscaping and irrigation. Playfields may be lighted.

Miscellaneous Areas:

1. Any planned retention ponds will be equipped with either a bubbler system and/or a lighted fountain.
2. Pond areas noted on the conceptual trail and open space exhibit may or may not include retention of a permanent water body. Their location, configuration, and function (i.e. detention/ retention) will be determined at the time of development.

10.3 Open Space for Multi-family:

1. A minimum of 15% of open space shall be provided in multi-family areas.
2. Usable open space must be a minimum of 25' wide.
3. A maximum of 1/3 of the required on-site Open Space may be located off-site provided the off-site and on-site Open Space is interconnected by a minimum six (6) foot trail system.

4. Multi-family Areas shall provide an exercise facility and swimming pool and at least two (2) other amenities from the list below:
 - a. Day care (on-site)
 - b. Gazebo
 - c. Improved picnic areas (BBQ pits, tables, benches, etc.)
 - d. Multiuse trails (including required landscaping and easement)
 - e. Lake with constant water level (minimum size of 0.5 acres)
 - f. Playground tot lot
 - g. Putting green
 - h. Multiuse areas/sports courts and fields (including but not limited to tennis, volleyball, baseball, basketball, etc.)
 - i. Theatre
 - j. Dog Park
5. A 2:1 Square foot credit may be applied for each square foot utilized for the amenities included in this Section. To receive the 2:1 square foot credit, amenities must meet the minimum standards as outlined below. In the instance where amenities do not meet the minimum standards outlined below, the amenities shall still be eligible to receive a 1:1 square foot credit.
6. Swimming pools and/or spas:
 - a. Shall comply with ADA (Americans with Disabilities Act) and the Texas Department of State Health Services most recent set of standards regulating all public and semi-public pools and spas.
 - b. The 2:1 open space credit will only be applied to the pool surface area and adjacent docks, patios or lounge space within ten (10) feet of the pool or spa edge.
7. Developed and equipped children's play area
 - a. Shall comply with ADA (Americans with Disabilities Act), ASTM International (American Society for Testing and Materials) and CPSC (Consumer Product Safety Commission) guidelines as relating to playground equipment and safety surfacing.
 - b. The 2:1 open space credit will only be applied to the area(s) that are covered by a nationally recognized safety surfacing material.
8. Multiuse trails
 - a. Shall consist of an open space corridor with a paved path, a soft surface path, landscape improvements, and/or other optional amenities.
 - b. The minimum width of a multiuse trail easement (including trail surface and landscaping) shall have no dimension less than 15 feet.
 - c. The trail surface shall be of native material or paved surface, with a minimum six (6) foot width.
 - d. The 2:1 open space credit will only be applied to the actual square footage of the trail surface.
9. Multiuse area/sports courts and fields (including but not limited to tennis, volleyball, baseball, basketball, and similar activities)
 - a. Shall comply with the minimum standards for each proposed facility as set in the National Recreation and Park Association (NRPA) standard guideline for recreation, park, and open space standards. Alternative industry

standards may be utilized in lieu of NRPA standard guidelines, as mutually agreed to by the City Manager or his/her designee.

- b. The 2:1 open space credit shall apply to the actual square footage of the field or court and/or as mutually agreed to by the City Manager or his/her designee.
10. Recreational buildings or common buildings
 - a. The 2:1 open space credit shall only apply to useable portions or recreational buildings or common buildings.
 11. Mail Kiosks: Mail kiosks shall have a minimum of five of the required parking spaces for the development within 50 feet, unless a drive-through facility is provided.
 12. Landscaping: All required landscaping must be located within the required open space, exclusive of required perimeter or parking landscaped areas and shall include trees and plantings as specified in Appendix E of the Zoning Ordinance as it exists or may be amended. One (1) large tree, defined as a tree three (3) inches in caliper, shall be provided per 3,500 square feet of required open space. The alternative to one large tree is three (3) ornamental trees, defined as a tree one (1) inch in caliper, however the same number of total caliper inches shall be provided. Trees are to generate quantities for plantings; a fewer number of trees can be planted where larger trees are provided. The approved landscape plan must include the quantity and the size of the trees in the open space.
 13. Parking Lot Landscaping Requirements: The following standards shall apply to all multi-family parking lots. Standards that are set forth in this section for the provision of trees may be met by saving existing, on-site trees of four (4) inch minimum caliper, measure 12- inches above grade, or by planting new trees.
 - a. A landscaped strip shall be provided adjacent to all public rights-of-way. The landscaped strip shall be a minimum of 15 feet in width, exclusive of street right-of-way. Landscaping shall be required as follows:
 - i. One (1) canopy street tree or two (2) ornamental trees, for each 60 linear feet of frontage, at a minimum three (3) inch caliper.
 - ii. An average density of one (1), five (5) gallon evergreen shrub for each five (5) linear feet of frontage, provided however, that any landscaping materials that will be located within ten (10) feet of any public right-of-way shall not, at ultimate growth, exceed two (2) feet in height unless otherwise permitted by the city. Shrubs may be grouped to provide variety in design.
 - iii. A landscaped berm may be provided in lieu of required shrubs. The berm must be an average height of three (3) feet, but in no case less than 18- inches, above the average grade of the street and parking lot curbs, and must be planted with evergreen groundcover and/or shrubs to provide full plant coverage of the berm surface area. A variation in height of the berm is encouraged. Shrubs may be grouped to provide variety in design. The combined height of the berm and ultimate height of plant materials shall not exceed two (2) feet in any area that is within ten (10) feet of a public right-of-way.

- b. Parking lots consisting of 100 or fewer parking spaces shall provide an average of not less than two (2) interior landscape islands, at a minimum of 162 square feet for each 12 parking spaces. Plant materials shall be provided as shown below:
 - i. One (1) canopy street tree or one ornamental tree at a minimum three (3) inches in caliper.
 - ii. Evergreen ground cover, or shrubs to a maximum ultimate height of three (3) feet, of a type that will provide full coverage of the landscape island shall be provided, exclusive of the area within three (3) feet of each required tree.
 - iii. Areas that are not covered with live plant materials shall be permanently maintained with natural mulch materials such as hard wood, pine bark, or other typical mulch materials.
- c. Parking compartment median landscaping shall conform to the following minimum landscape requirements:
 - i. One (1) canopy street tree or two (2) ornamental trees, for each 60 linear feet of frontage, at a minimum three (3) inch caliper.
 - ii. One (1), five (5) gallon evergreen shrub for each five (5) linear feet of median, at a maximum of three (3) feet in height at ultimate growth.
 - iii. Ground cover or shrubs of a type that will provide full coverage of the median planting area shall be provided, exclusive of the area within three (3) feet of each required tree. Plant materials shall not exceed a maximum ultimate height of two (2) feet.
 - iv. Any areas that are not covered with live plant materials shall be permanently maintained with a natural mulching material such as hard wood, pine bark, or other typical mulching material.
- d. On-street parking (as allowed to meet minimum parking requirements) shall include bump-outs a minimum of every six (6) parking spaces. Crosswalks are to be provided with protective bump-outs at sidewalk corners and are either painted or constructed of decorative brick to afford a high degree of visibility for pedestrians, bikers and drivers.

11.0 Sub-division Regulations

- 11.1 Development shall meet the standards as required in the City of Celina Subdivision Ordinance & Engineering Design Standards except as follows:
 - 1. Block length – The maximum block length shall be 1,200 feet as measured from intersection. Exceptions to the block length requirement may be granted for special circumstances or conditions affecting the property in question; exceptions shall be applied for as a subdivision ordinance variance and presented to the Planning & Zoning Commission and City Council at the time of Construction/Preliminary Plat consideration for approval. Pecuniary interests standing alone shall not be justification for the granting of a variance.
 - 2. Cul-de-Sac Length and Diameter – The maximum cul-de-sac length is 600 feet. The bulb ROW radius shall be fifty (50) feet.
 - 3. Jog – The minimum street jog shall be 125 feet.

4. Tree surveys required as part of the General Development Plan GDP and shall only apply to the area of the proposed development. Ties to trees being preserved in such areas as creeks, open space, etc. do not have to be tied. It is understood that only trees that are marked with ties will be eligible for preservation credits and illustrated on a tree survey.

11.2 Development shall meet or exceed the design criteria outlined below:

1. Residential Lot Grading:
 - a. Front & Rear Yards – the front and/or rear yard slopes shall not be less than one (1) percent nor greater than 12% without requiring a wall.
 - b. Driveway – the driveway slope shall not exceed 10%.
 - c. Pad Height – the building pad shall not be less than six (6) inches above the flow line of the rear swale.
 - d. Side Yards – the horizontal side yard slope shall not exceed 3:1; the minimum longitudinal side yard slope shall not be less than one (1) percent, unless structurally supported.
2. Paving:
 - a. Residential Streets – the residential streets shall be 31 feet wide from face-to-face; roll- over curbs are permitted in all neighborhoods. Residential streets for alley load lots may be reduced to 27 feet wide.
 - b. Minimum Street Grade – the street grade shall not be less than 0.6% or six (6) inches every 100 feet.
 - c. Maximum Street Grade – the street grade shall be a maximum of six (6) percent, unless otherwise approved by the City Engineer.
 - d. Sidewalks – the residential sidewalks shall be four (4) feet wide and the placement of the outside edge of the walk shall typically be one (1) foot inside the right-of-way or within a sidewalk easement.
 - e. Trails – the trails shall be six (6) feet wide and shall serpentine within the parkway and associated landscape buffer, where applicable, but in no instance shall the outside edge of the trail be closer than three (3) feet to the back-of-cub or five (5) feet to the screening wall/fence.
3. Miscellaneous
 - a. Street Light Standards – a street light shall be located a maximum of 500 feet apart. An ornamental street light fixture and pole shall be selected from those available through the electric provider. The light standard selected shall be used throughout the development.
 - b. Intersections – all roadway intersections shall be within five (5) degrees of 90 at the intersection of the two right-of-ways unless otherwise approved by the City Engineer.
 - c. On-Street Parking – on-street parking spaces shall be permitted in all areas including Single-Family, Multifamily and Commercial areas. Parking spaces may be provided in the right-of-way and shall conform to City standards for vehicle parking areas. Where provided, on-street parking spaces may be a part of the minimum off-street parking requirements, but shall not be considered to satisfy the parking requirements alone.
 - d. Measurement of Building Height – building height shall be measured to the highest point of a roof surface of a flat roof or the mean height level between the eaves and ridge of a gable, hop, mansard, or gambrel roof.

- e. Garage Doors – garages with ‘L’ or ‘J’ hook driveway entrances shall be permitted in all Residential areas. In order to allow for the utilization of ‘L’ or ‘J’ hook driveway entrances on smaller residential lot types, a ten (10) foot mutual access easement, with a five (5) foot easement on each adjacent property will be permitted. The mutual access easement shall be provided for common ingress/egress purposes and shall be maintained by the abutting property owners. The portion of the access easement located on the adjacent property shall not be utilized in calculating minimum lot width.
- f. As long as the proposed single family developments (Neighborhoods 1-8) are generally consistent with the Exhibit C-1 Concept Plan and the regulations specified within the Exhibit C Planned Development Regulations, adjustments may be made for such items as lot sizes, street locations/patterns, alleys and are subject to the approval of Director of Planning and Development. Such approval will not be considered an Amendment to the Planned Development Regulations.
- g. All non-residential/multifamily developments (Neighborhood 9-12) shall require a Concept Plan per Section 14.02.230 of the Zoning Ordinance. The Concept Plan shall be subject to public hearings by the Planning & Zoning Commission and City Council for consideration of access, parking, open space, landscaping, etc. per the specifications of the Exhibit C Planned Development Regulations (noted herein). The land uses as allowed by the Plan Development are not subject to reconsideration as part of the required public hearing, unless specifically requested by the land owner (via written request and may require the request of a Conditional use Permit (CUP) as noted herein). At the owner’s discretion, the required Concept Plan may be submitted simultaneously with the required Site Plan for review and approval.

APPENDIX A TO EXHIBIT C
ZONING EXHIBITS

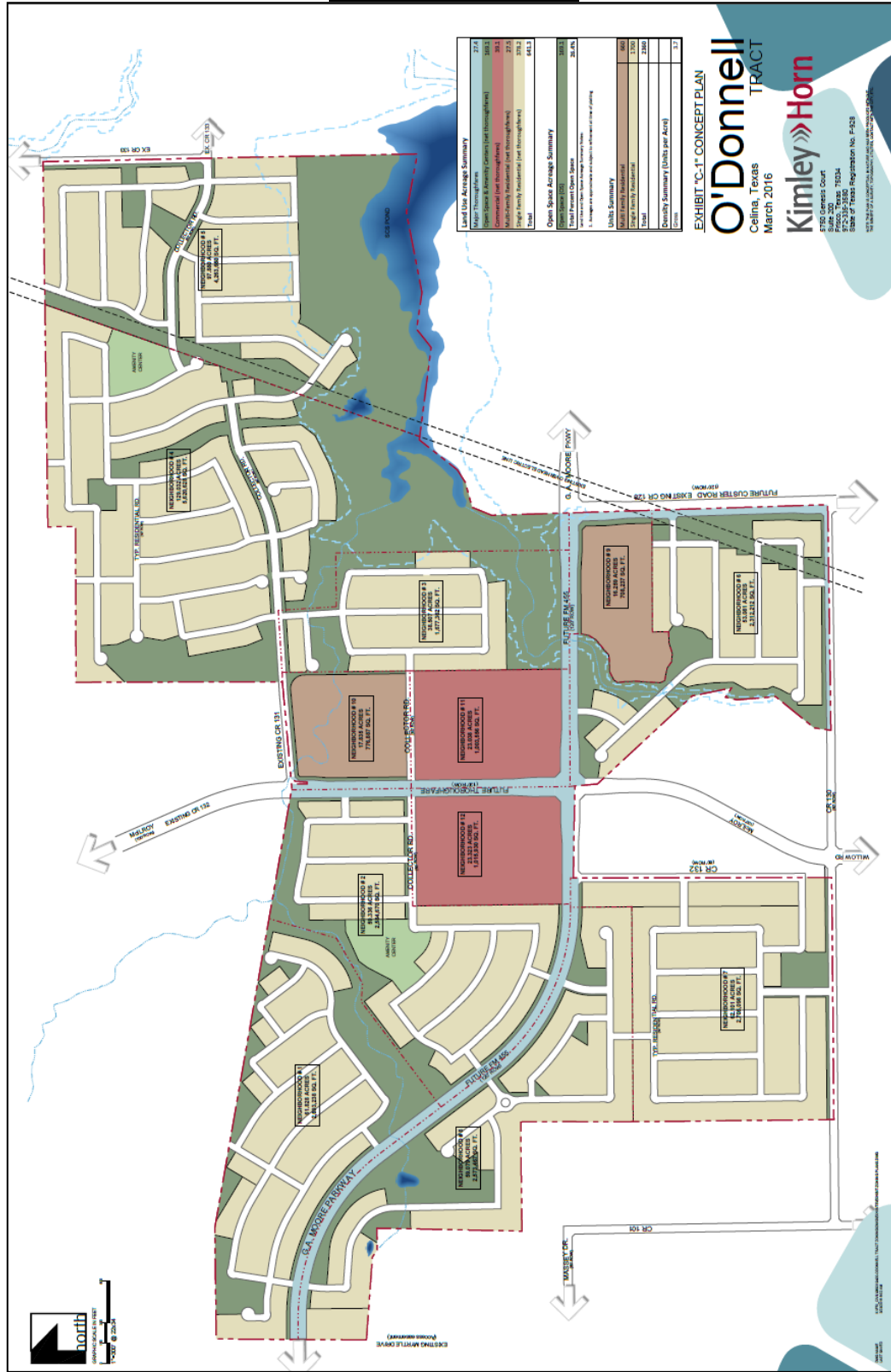


EXHIBIT D
MARILEE AGREEMENT

3.2011

NO.401-01829-00

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

**THIRD ADDENDUM TO THE FULL AND FINAL SETTLEMENT
AGREEMENT AND RELEASE**

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

WHEREAS, based on a modification of the policy of the City of Celina (the "City") relating to annexations, the City has requested that Marilee Special Utility District f/k/a Gunter Special Utility District f/k/a Gunter Rural Water Supply Corporation (the "District") modify Section C (9) of the Agreement; and

WHEREAS, the District has determined that it is the best interests of all concerned that Section C (9) of the Agreement be modified in order to accommodate the City.

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

- 1 Section C (9) of the Agreement is modified to provide as follows:

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

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

** The greater of the per meter price or the per acre price for developed areas. As used herein, compensation for meters shall be determined by the number of water meters physically located on the

ground within the CCN area being annexed by Celina as of the date of an annexation ordinance.

- "(b) Except for the three subdivisions set forth above, Celina shall pay the District within sixty (60) days following the involuntary annexation of any developed areas that are within the District's CCN according to the following terms:

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

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

- "(c) Celina shall pay the District for any undeveloped area that is located wholly or partially within the District's CCN on or before the thirtieth (30th) day following Celina's approval of a final plat of any territory located wholly or partially within the District CCN.

The amount to be paid by Celina to the District for the District's CCN for undeveloped areas will be determined by the year in which the payment is due pursuant to the following:

<u>Years</u>	<u>Price</u>
2001-2009	\$750.00 per acre
2010-2019	\$1250.00 per acre
2020 forward	\$1750.00 per acre

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

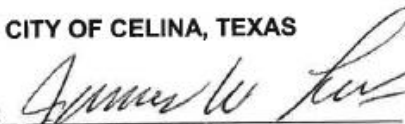
- "(e) Any payments required by this Agreement that are not paid on or before the due date will earn interest at the rate of one percent (1%) per month from and after the due date. "

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

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

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

CITY OF CELINA, TEXAS

By: 
Jim Lewis, Mayor

MARILEE SPECIAL UTILITY DISTRICT

By: 
Denny Brackeen,
 President of the Board of Directors

ACKNOWLEDGMENTS

STATE OF TEXAS §
 COUNTY OF COLLIN §

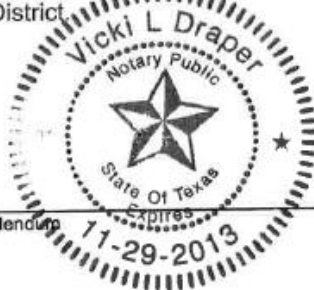
This document was acknowledged before me on the 14 day of March, 2011, by, **Jim Lewis**, Mayor of the City of Celina, Texas.

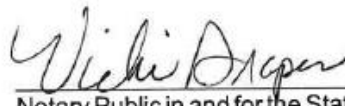



 Notary Public in and for the State of Texas

STATE OF TEXAS §
 COUNTY OF COLLIN §

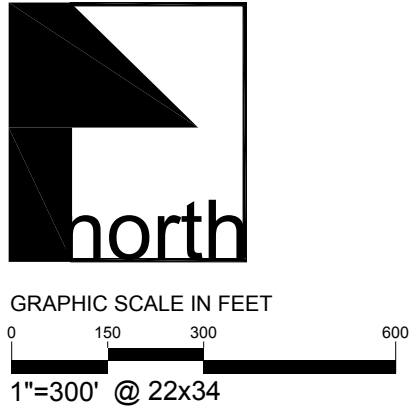
This document was acknowledged before me on the 7 day of March, 2011, by **Denny Brackeen**, President for the Board of Directors of the Marilee Special Utility District.




 Notary Public in and for the State of Texas

Third Addendum

Page 3



Land Use Acreage Summary	
Major Thoroughfares	27.4
Open Space & Amenity Centers (net thoroughfares)	169.1
Commercial (net thoroughfares)	39.1
Multi-Family Residential (net thoroughfares)	27.5
Single Family Residential (net thoroughfares)	378.2
Total	641.3

Open Space Acreage Summary	
Open Space (OS)	169.1
Total Percent Open Space	26.4%

Land Use and Open Space Acreage Summary Notes:
1. Acreages are approximate and subject to refinement at time of platting

Units Summary	
Multi Family Residential	660
Single Family Residential	1700
Total	2360

Density Summary (Units per Acre)	
Gross	3.7

EXHIBIT "C-1" CONCEPT PLAN
O'Donnell
Celina, Texas
March 2016
TRACT

Kimley»Horn
5750 Genesis Court
Suite 200
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Brooks Wilson, Senior Planner
 CC: Mike Foreman, City Manager
 Date: May 31, 2016
 Re: O'Donnell Annexation Ordinance

Action Requested:

Consider and act upon an ordinance annexing certain territory contiguous to and adjoining the City of Celina, Texas, to wit: being a ± 641.3 acre tract of land situated in the John Culwell Survey, Abstract No. 208, the Hezekiah Culwell Survey, Abstract No. 186, the B.B.B. & C.R.R. Survey, Abstract Nos. 129 and 130, and the George Jay Survey, Abstract No. 488, Collin County, Texas, and being more particularly described by metes and bounds in Exhibit "A" and graphically depicted in Exhibit "B" attached hereto and incorporated herein, and generally located north of CR 130, south of CR 134, and east of CR 101, within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas. (O'Donnell Annexation) (Liebman)

Action Requested:

Consider and act upon an ordinance annexing certain territory contiguous to and adjoining the City of Celina, Texas, to wit: being a ± 641.3 acre tract of land situated in the John Culwell Survey, Abstract No. 208, the Hezekiah Culwell Survey, Abstract No. 186, the B.B.B. & C.R.R. Survey, Abstract Nos. 129 and 130, and the George Jay Survey, Abstract No. 488, Collin County, Texas, and being more particularly described by metes and bounds in Exhibit "A" and graphically depicted in Exhibit "B" attached hereto and incorporated herein, and generally located north of CR 130, south of CR 134, and east of CR 101, within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas. (O'Donnell Annexation) (Liebman)

Background Information:

Below is the anticipated annexation schedule for the O'Donnell annexation:

~~January 12, 2016 — Council acts on a resolution setting date and time of the two public hearings for February 9, 2016~~
~~January 5, 2016 — Notice sent to affected property owners~~
~~January 22, 2016 — Notice of public hearing published~~
~~January 22, 2016 — Notice of annexation sent to school districts and utilities~~
~~January 22, 2016 — Notice of public hearing posted on City website~~
~~February 9, 2016 — Council to hold two (2) public hearings.~~
~~March 8, 2016 — Council to consider instituting annexation~~
 May 31, 2016 Council to consider annexation ordinance

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Legal Review:

The City Attorney has reviewed this ordinance and deemed it acceptable.

Supporting Documents:

O'Donnell Annexation Ordinance

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS

ORDINANCE NO. 2016-
O'DONNELL ANNEXATION

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY CONTIGUOUS TO AND ADJOINING THE CITY OF CELINA, TEXAS, TO WIT: BEING AN APPROXIMATELY ±641.3 ACRE TRACT OF LAND SITUATED IN JOHN CULWELL SURVEY, ABSTRACT NO. 208, THE HEZEKIAH CULWELL SURVEY, ABSTRACT NO. 186, THE B.B.B. & C.R.R. SURVEY, ABSTRACTS NO. 129 AND 130, AND THE GEORGE JAY SURVEY, ABSTRACT NO. 488, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" AND GRAPHICALLY DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN, SUCH TRACT IS GENERALLY LOCATED NORTH OF CR 130, SOUTH OF CR 134, AND EAST OF CR 101; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR AMENDING OF THE OFFICIAL CITY MAP; PROVIDING FOR A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a Home Rule Municipality located in Collin and Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas and the Celina City Charter; and

WHEREAS, two separate public hearings were conducted in accordance with Section 43.052 of the Texas Local Government Code, the first hearing being held on the 9th day of February, 2016 at 6:00 p.m. and the second hearing being held on the 9th day of February, 2016 at 6:05 p.m. in the Council Chambers located in the First United Methodist Church, 112 N. Colorado in the City of Celina to consider the annexation of the property being more particularly described in Exhibit "A", attached hereto and incorporated herein; and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, the public hearings were conducted and held no more than forty (40) days nor less than twenty (20) days prior to the institution of annexation proceedings; and

WHEREAS, the notice of the public hearings were published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, on the 22nd day of January, 2016, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such territory is contiguous to and adjoins the City of Celina, Texas; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of such territory is within the extraterritorial jurisdiction of any other

incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Celina's limits, the City Council has found - and incorporates herein its finding - that surrounding the area is in the public interest; and

WHEREAS, metes and bounds descriptions of the property to be annexed is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the service plan for such territory is attached hereto as Exhibit "C" and incorporated herein for all purposes.

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

SECTION 1 **INCORPORATION OF PREMISES**

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

SECTION 2 **OFFICIAL CITY MAP AMENDED**

1. The official map and boundaries of the City are hereby amended so as to include the property being more particularly described in Exhibit "A", which is incorporated herein as if written word for word, and that such territory shall be and is hereby annexed into the corporate limits of the City.
2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

SECTION 3 **SERVICE PLAN**

The municipal service plan for the herein annexed territory, attached hereto as Exhibit "C", was submitted in accordance with Chapter 43 of the Texas Local Government Code and is hereby approved as part of this ordinance, and is made a part hereof.

SECTION 4 **FILING OF ORDINANCE REQUIRED**

The Mayor shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of Collin County, Texas, and any other necessary agencies.

SECTION 5 **EFFECT ON TERRITORY**

From and after the passage of this Ordinance, the territory referenced in Exhibit "A", attached hereto and incorporated herein for all purposes, shall be a part of the City of Celina, Texas, and subject to the municipal service plan referenced in Section 3 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Celina, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6 **CUMULATIVE REPEALER**

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take

effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 7
SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 8
ENGROSSMENT AND ENROLLMENT

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

SECTION 9
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its date of passage.

AND IT IS SO ORDAINED .

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 31st day of May, 2016.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

APPROVED AS TO FORM:

Vicki Faulkner, City Secretary
City of Celina, Texas

City Attorney
City of Celina, Texas

Attachment: O'Donnell Annexation Ordinance (1603 : O'Donnell Annexation Ordinance)

**Exhibit “A”
Legal Description**

Exhibit “A” – Overall Property

BEING a tract of land situated in the B. B. B. & C. RR. Company Survey, Abstract No. 130, Hezekiah, Culwell Survey, Abstract No. 186, John Culwell Survey, Abstract No. 208 and the George Jay Survey, Abstract No. 488, Collin County, Texas, and being all of a called 21.349 acre tract of land, conveyed to Patricia Deason, as evidenced in a Deed, recorded in Volume 5698, Page 1119, Land Records of Collin County, Texas, all of a called 2.469 acre tract of land, conveyed to Patricia Ann Miller, as evidenced in a Deed, recorded in Volume 3969, Page 1405, Land Records of Collin County, Texas, all of a called 75.931 acre tract of land, conveyed to Patricia Ann Miller, as evidenced in a Deed, recorded in Volume 4047, Page 299, Land Records of Collin County, Texas, a portion of a called 166.407 acre tract of land, conveyed to Patricia Ann Miller, as evidenced in a Deed, recorded in County Clerk’s File No. 96-0036768, Official Public Records of Collin County, Texas, all of a called 86.076 acre tract of land, conveyed to Celina Partners, Ltd., as evidenced in a Deed, recorded in Volume 5144, Page 3554, Land Records of Collin County, Texas, all of a called 92.315 acre tract of land, conveyed to Celina Partners, Ltd., as evidenced in a Deed, recorded in Volume 4516, Page 1563, Land Records of Collin County, Texas, a portion of a called 93.492 acre tract of land, conveyed to Celina Partners, Ltd., as evidenced in a Deed, recorded in Volume 4801, Page 1372, Land Records of Collin County, Texas, all of a called 0.432 acre tract of land, conveyed to Celina Partners, Ltd., as evidenced in a Deed, recorded in Volume 4817, Page 2629, Land Records of Collin County, Texas, a portion of a called 160.635 acre tract of land, conveyed to Celina Partners, Ltd., as evidenced in a Deed, recorded in Volume 5023, Page 2451, Land Records of Collin County, Texas, and all of a called 76.551 acre tract of land, conveyed to Legacy Stables LLC, as evidenced in a Deed, recorded in Volume 5045, Page 190, Land Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the southeast corner of said 76.551 acre tract, same being in the approximate centerline of a gravel road, known as County Road 130;

THENCE South 89°10’46” West, along the southerly line of said 76.551 acre tract and generally along the centerline of said County Road 130, a distance of 1,650.07 feet to the southwest corner of said 76.551 acre tract;

THENCE in a northerly direction, departing said County Road 130 and along the westerly line of said 76.551 acre tract, the following:

North 08°03’48” East, a distance of 123.07 feet to a corner;

North 38°59’36” East, a distance of 364.43 feet to a corner;

North 04°52’07” West, a distance of 282.14 feet to a corner;

North 12°40’03” East, a distance of 87.53 feet to a corner;

South 57°12’42” East, a distance of 80.32 feet to a corner;

North 11°22’42” West, a distance of 293.00 feet to a corner;

North 42°52’42” West, a distance of 948.00 feet to a corner;

North 04°51'06" West, a distance of 166.08 feet to the northwest corner of said 76.551 acre tract, same being the southwest corner of aforesaid 93.492 acre Celina Partners, Ltd., tract and the southeast corner of aforesaid 0.432 acre Celina Partners, Ltd., tract;

THENCE North 89°02'05" West, along the southerly line of said 0.432 acre tract and the southerly line of aforesaid 166.407 acre Patricia Ann Miller tract, a distance of 673.58 feet to the northeast corner of aforesaid 75.931 Patricia Ann Miller Tract;

THENCE South 00°07'27" East, along the easterly line of said 75.931 acre tract, the easterly line of aforesaid 2.469 acre Patricia Ann Miller tract, and generally along the centerline of a gravel road, known as County Road 132, a distance of 1,893.03 feet to the southeast corner of said 75.931 acre tract, same being at the intersection of the centerline of said County Road 132 with the centerline of aforesaid County Road 130;

THENCE South 89°29'28" West, along the southerly line of said 75.931 acre tract and generally along the centerline of said County Road 130, a distance of 1,772.15 feet to the southwest corner of said 75.931 acre tract;

THENCE in a northerly direction, departing the centerline of said County Road 130 and along the westerly line of said 75.931 acre tract, the following:

North 00°31'28" West, a distance of 591.28 feet to a corner;

North 00°42'37" West, a distance of 551.51 feet to a corner;

North 00°31'07" West, a distance of 550.24 feet to a corner;

North 00°32'47" East, a distance of 247.17 feet to the northwest corner of said 75.931 acre tract, same being the most southerly, southwest corner of aforesaid 166.407 acre Patricia Ann Miller tract;

THENCE North 00°23'39" West, along a westerly line of said 166.407 acre tract, a distance of 352.65 feet to an inner ell corner of said 166.407 acre tract;

THENCE South 89°38'59" West, along a southerly line of said 166.407 acre tract, a distance of 259.30 feet to a corner;

THENCE South 89°20'23" West, continuing along a southerly line of said 166.407 acre tract, a distance of 539.26 feet to the most westerly, southwest corner of said 166.407 acre tract;

THENCE North 01°11'36" East, along the westerly line of said 166.407 acre tract, a distance of 951.42 feet to a corner;

THENCE North 00°45'52" East, continuing along the westerly line of said 166.407 acre tract, a distance of 111.03 feet to the southeast corner of aforesaid 21.349 acre Patricia Deason tract;

THENCE South 89°33'54" West, along the southerly line of said 21.349 acre tract, a distance of 159.39 feet to a corner;

THENCE North 57°01'20" West, continuing along the southerly line of said 21.349 acre tract, a distance of 62.38 feet to a corner;

THENCE North 85°51'39" West, continuing along the southerly line of said 21.349 acre tract, a distance of 607.88 feet to the southwest corner of said 21.349 acre tract, same being on the easterly line of Prairie Meadow Estates, an Addition to the City of Celina, Texas, according to the Final Plat, recorded in Volume N, Page 983, Plat Records of Collin County, Texas;

THENCE North 00°24'20" East, along the westerly line of said 21.349 acre tract, a distance of 1,099.49 feet to the northwest corner of said 21.349 acre tract;

THENCE North 89°16'33" East, along the northerly line of said 21.349 acre tract, a distance of 813.52 feet to the northeast corner of said 21.349 acre tract, same being the northwest corner of aforesaid 166.407 Patricia Ann Miller tract;

THENCE South 80°02'56" East, along the northerly line of said 166.407 acre tract, a distance of 3,265.65 feet to the northeast corner of said 166.407 acre tract, same being the northwest corner of aforesaid 93.492 acre Celina Partners, Ltd., tract, same also being in the approximate centerline of a gravel road, known as County Road 132;

THENCE North 84°52'21" East, along the northerly line of said 93.492 acre tract, a distance of 30.10 feet to the northwest corner of right of way acquisition to Collin County, Texas, recorded in Instrument No. 20120830001083660, Official Public Records of Collin County, Texas;

THENCE departing the northerly line of said 93.492 acre tract, crossing said 93.492 acre tract and along said Collin County right of way acquisition tract, the following:

South 00°27'03" East, a distance of 115.59 feet to the southwest corner of said Collin County right of way acquisition tract;

North 89°32'57" East, a distance of 13.75 feet to the southeast corner of said Collin County right of way acquisition tract;

North 03°37'40" East, a distance of 85.85 feet to a corner;

North 30°42'24" East, a distance of 38.83 feet to the northeast corner of said Collin County right of way acquisition tract, same being on the northerly line of said 93.492 acre tract;

THENCE North 84°52'22" East, along the northerly line of said 93.492 acre tract, a distance of 711.05 feet to the most westerly, southwest corner of aforesaid 92.315 acre Celina Partners, Ltd., tract, same being in a gravel road, known as County Road 131;

THENCE North 00°01'29" West, along the westerly line of said 92.315 acre tract, a distance of 688.68 feet to the northwest corner of said 92.315 acre tract, same being on the southerly line of aforesaid 160.635 acre Celina Partners, Ltd., tract;

THENCE North 00°11'16" West, crossing said 160.635 acre tract and along the easterly line of a tract of land, conveyed to Michael D. Reardon and Marilyn Reardon, as evidenced in a Deed, recorded in Instrument No. 20150107000021820, Official Public Records of Collin County, Texas and the easterly line of a tract of land, conveyed to Joseph McCormick and Kelli McCormick, as evidenced in a Deed, recorded in Instrument No. 20141003001085590, Official Public Records of Collin County, Texas, a distance of 821.74 feet to the northeast corner of said McCormick tract, same being on the southerly line of a tract of land, conveyed to Chi Chu Chan and Tsun Huei Chan, as evidenced in a Deed, recorded in Volume 5446, Page 427, Land Records of Collin County, Texas;

THENCE North 89°46'59" East, continuing across said 160.635 acre tract, along the southerly line of said Chan tract and the southerly line of a tract of land, conveyed to Michael E. Herbert, as evidenced in a Deed, recorded in Instrument No. 20112026001367720, Official Public Records of Collin County, Texas, a distance of 1,139.34 feet to the southeast corner of said Herbert tract, same being on the easterly line of said 160.635 acre tract and the westerly line of aforesaid 86.076 acre Celina Partners, Ltd., tract;

THENCE North 00°33'19" West, along the westerly line of said 86.076 acre tract, a distance of 202.79 feet to the northwest corner of said 86.076 acre tract;

THENCE North 89°15'05" East, along the northerly line of said 86.076 acre tract, a distance of 2,671.76 feet to the northeast corner of said 86.076 acre tract, same being in the approximate centerline of a gravel road, known as County Road 133;

THENCE South 01°13'49" East, along the easterly line of said 86.076 acre tract and generally along the centerline of said County Road 133, a distance of 1,224.03 feet to the southeast corner of said 86.076 acre tract, same being the northeast corner of aforesaid 92.315 acre Celina Partners, Ltd., tract;

THENCE South 01°09'05" East, along the easterly line of said 92.315 acre tract, a distance of 1,518.05 feet to the southeast corner of said 92.315 acre tract;

THENCE in a westerly direction, along the southerly line of said 92.315 acre tract, the following:

North 79°16'29" West, a distance of 434.44 feet to a corner;

South 78°59'25" West, a distance of 597.70 feet to a corner;

North 81°38'35" West, a distance of 271.40 feet to a corner;

South 51°24'25" West, a distance of 170.70 feet to a corner;

North 82°43'22" West, a distance of 682.32 feet to the most southerly, southwest corner of said 92.315 acre tract, same being on the easterly line of aforesaid 93.492 acre Celina Partners, Ltd., tract;

THENCE in a southwesterly direction, along the easterly line of said 93.492 acre tract, the following:

South 38°13'03" West, a distance of 353.71 feet to a corner;

South 57°30'27" West, a distance of 110.51 feet to a corner;

South 74°52'15" West, a distance of 187.74 feet to a corner;

South 22°17'00" West, a distance of 156.04 feet to the northeast corner of aforesaid 76.551 acre Legacy Stables LLC tract;

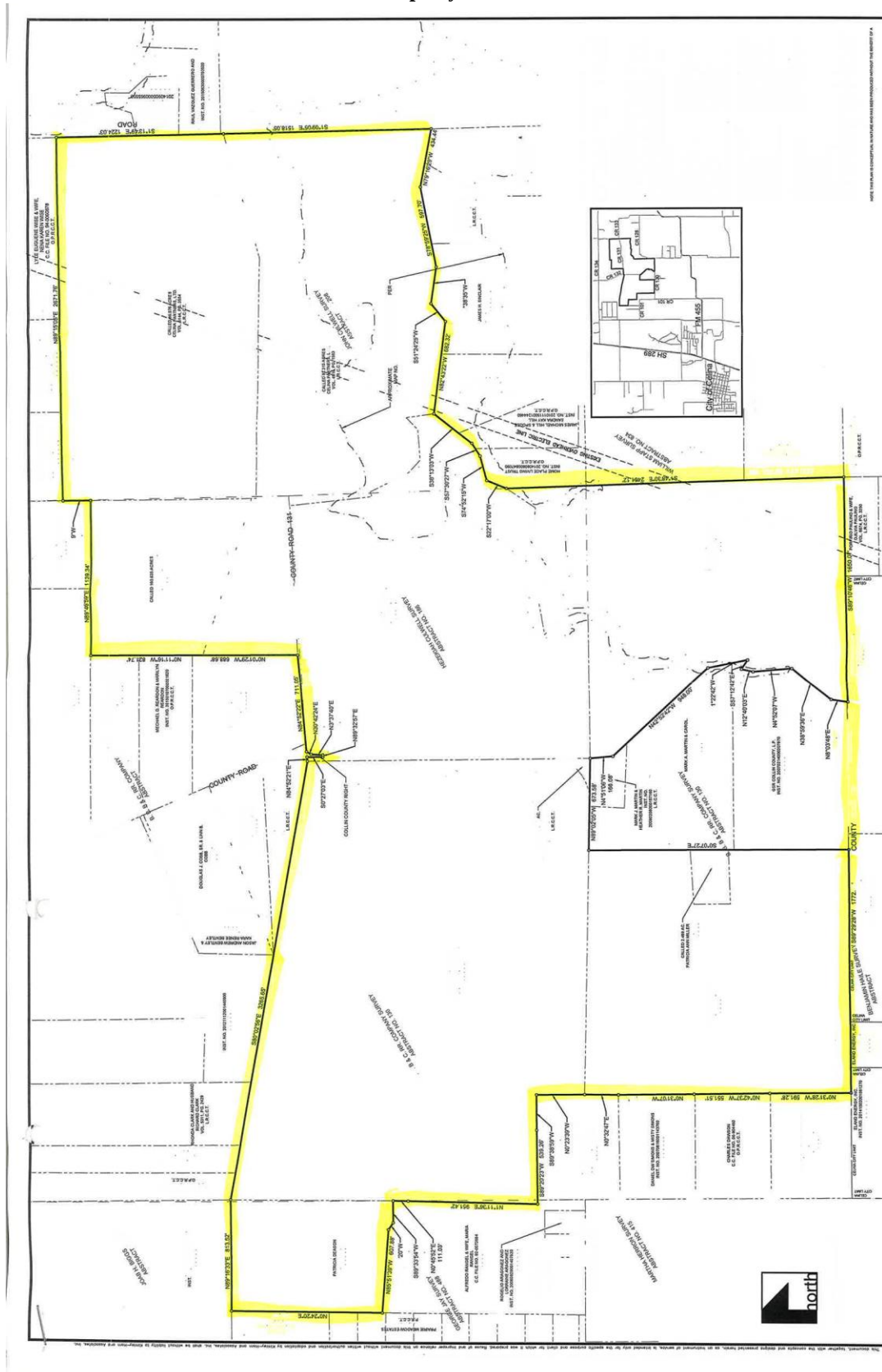
THENCE South 01°48'30" East, along the easterly line of said 76.551 acre tract, a distance of 2,461.12 feet to the **POINT OF BEGINNING** and containing 641.30 acres of land, more or less.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Michael B. Marx
Registered Professional Land Surveyor No. 5181
Kimley-Horn and Associates, Inc.
5750 Genesis Court, Suite 200
Frisco, Texas 75034
Ph. 972-335-3580
michael.marx@kimley-horn.com
TXBPLS Firm No. 10193822



Exhibit "B" Property Exhibit



Attachment: O'Donnell Annexation Ordinance (1603 : O'Donnell Annexation Ordinance)

**Exhibit “C”
Service Plan**

A) SERVICE PLAN GENERALLY

- 1) This service plan has been prepared in accordance with the Texas Local Government Code (“LGC”), Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).
- 2) For purposes of this service plan, to “provide” services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.
- 3) NOTE: This annexation was initiated by petition or request of the landowners in the annexed area. Therefore, the requirement that construction of capital improvements must be substantially completed within a specific period does not apply to a development project, proposed development project or site improvements within the annexed area if the City and landowner subsequently agree in writing, pursuant to LGC Section 43.056(e), that the development project, proposed development project or site improvements within that area, because of its size or projected manner of development by the landowner or developer, is not reasonably expected to be complete in that period. The landowners have requested a subsequent written agreement specifying longer timeframes for the construction of capital improvements than required herein or in LGC Chapter 43. Such agreement shall control the schedule of the provision of municipal services for the annexed area. To the extent there is a conflict between this service plan and said agreement, the agreement shall control.

B) EMERGENCY SERVICES

- 1) Police Protection
 - a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
 - i) Normal patrol and responses;
 - ii) Handling of complaints and incident reports;
 - iii) Special units, such as traffic enforcement and investigations; and
 - iv) Coordination with other public safety support agencies.
 - b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.
 - c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

- a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
 - i) Fire suppression and rescue;
 - ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
 - iii) Hazardous materials response and mitigation;
 - iv) Emergency prevention and public education efforts;
 - v) Technical rescue response; and
 - vi) Constriction Plan Review and required inspections.
- b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
- c) As development commences in these areas, sufficient, fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.
- d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

- a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
 - i) Emergency medical dispatch and pre-arrival First Aid instructions;
 - ii) Pre-hospital emergency Advanced Life Support (ALS) response; and transport; and
 - iii) Medical rescue services.
- b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
- c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas.
- d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

- 1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

- 1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of

Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.

- 2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.
- 3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

- 1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by city ordinance. The annexed area is in the CCN of another water service provider, and landowner has agreed to pay the CCN acquisition costs in accordance with a separate written agreement requested by landowners to be entered pursuant to Texas Local Government Code Sections 43.056(e) and (f)(2) and other applicable law.
- 2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization and population density of the area.
- 3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

- 1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.
- 2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.
- 3) Roadway signage and associated posts will be replaced in priority of importance starting with

regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

- 4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.
- 5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

- 1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.
- 2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will be provided within sixty (60) days of the effective date of the annexation ordinance. Existing personnel will be used to provide these services.
- 3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.
- 4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.
- 5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

- 1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

- 1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.
- 2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

- 1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

- 1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

- 1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.
- 2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at <http://www.franklinlegal.net/codes.html>.

M) TERM

- 1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

- 1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Brooks Wilson, Senior Planner
 CC: Mike Foreman, City Manager
 Date: May 31, 2016
 Re: O'Donnell Rights-of-Way Annexation Ordinance

Action Requested:

Consider and act upon an ordinance annexing certain territory contiguous to and adjoining the City of Celina, Texas, to wit: being a 1.31 acre strip of land in the William Stapp Survey, Abstract No. 834 (CR 128), being a 1.23 acre strip of land in the Benjamin Haile Survey, Abstract No. 397 (CR 130 – west portion), being a 1.14 acre strip of land in the Benjamin Haile Survey, Abstract No. 397 (CR 130 – east portion), being a 0.491 acre strip of land in the B.B.B. and C.R.R. Co. Survey, Abstract No. 130 (CR 131), being a 1.314 acre strip of land in the Benjamin Haile Survey, Abstract No. 397 and the B.B.B. and C.Ry. Co. Survey, Abstract No. 130 (CR 132), and being a 0.843 acre strip of land in the John Culwell Survey, Abstract No. 208 (CR 133). (O'Donnell Rights-of-Way Annexation) (Liebman)

Background Information:

Texas House Bill 1949 requires cities to annex both sides of a county or state road concurrently with the annexation of tracts of land adjacent to that roadway. These are the rights-of-way adjacent to the O'Donnell Tract, currently in the process of annexation.

Below is the anticipated annexation schedule for the O'Donnell Rights-of-Way annexations:

March 8, 2016	Council acts on a resolution setting date and time of the two public hearings for
	April 12, 2016
March 25, 2016	Notice of public hearing published
March 25, 2016	Notice of annexation sent to school districts and utilities
March 25, 2016	Notice of public hearing posted on City website
April 12, 2016	Council to hold two (2) public hearings.
May 10, 2016	Council to consider annexation institution
May 31, 2016	Council to consider annexation ordinance

Legal Review:

The City Attorney has reviewed this ordinance and deemed it acceptable.

Supporting Documents:

O'Donnell Rights-of-Way Annexation Ordinance

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS

ORDINANCE NO. 2016-
O'DONNELL RIGHTS-OF-WAY ANNEXATON

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY CONTIGUOUS TO AND ADJOINING THE CITY OF CELINA, TEXAS, TO WIT: BEING A 1.31 ACRE STRIP OF LAND IN THE WILLIAM STAPP SURVEY, ABSTRACT NO. 834 (CR 128), BEING A 1.23 ACRE STRIP OF LAND IN THE BENJAMIN HAILE SURVEY, ABSTRACT NO. 397 (CR 130 – WEST PORTION), BEING A 1.14 ACRE STRIP OF LAND IN THE BENJAMIN HAILE SURVEY, ABSTRACT NO. 397 (CR 130 – EAST PORTION), BEING A 0.491 ACRE STRIP OF LAND IN THE B.B.B. AND C.R.R. CO. SURVEY, ABSTRACT NO. 130 (CR 131), BEING A 1.314 ACRE STRIP OF LAND IN THE BENJAMIN HAILE SURVEY, ABSTRACT NO. 397 AND THE B.B.B. AND C.R.Y. CO. SURVEY, ABSTRACT NO. 130 (CR 132), AND BEING A 0.843 ACRE STRIP OF LAND IN THE JOHN CULWELL SURVEY, ABSTRACT NO. 208 (CR 133), COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT EXHIBITS “A,” “B,” “C,” “D,” “E,” AND “F” AND GRAPHICALLY DEPICTED IN EXHIBITS “G,” “H,” “I,” “J,” “K,” AND “L” ATTACHED HERETO AND INCORPORATED HEREIN, SUCH TRACTS BEING PORTIONS OF CR 128, CR 130, CR 131, CR 132 AND CR 133; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR AMENDING OF THE OFFICIAL CITY MAP; PROVIDING FOR A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a Home Rule Municipality located in Collin and Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas and the Celina City Charter; and

WHEREAS, two separate public hearings were conducted in accordance with Section 43.052 of the Texas Local Government Code, the first hearing being held on the 12th day of April, 2016 at 6:00 p.m. and the second hearing being held on the 12th day of April, 2016 at 6:05 p.m. in the Council Chambers located in the First United Methodist Church, 112 N. Colorado in the City of Celina to consider the annexation of the property being more particularly described in Exhibits “A,” “B,” “C,” “D,” “E,” and “F” attached hereto and incorporated herein; and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, the public hearings were conducted and held no more than forty (40) days nor less than twenty (20) days prior to the institution of annexation proceedings; and

WHEREAS, the notice of the public hearings were published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, on the 25th day of March, 2016, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local

Government Code have been accomplished; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such territory is contiguous to and adjoins the City of Celina, Texas; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of such territory is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Celina's limits, the City Council has found - and incorporates herein its finding - that surrounding the area is in the public interest; and

WHEREAS, metes and bounds descriptions of the property to be annexed is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the service plan for such territory is attached hereto as Exhibit "C" and incorporated herein for all purposes.

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

SECTION 1 **INCORPORATION OF PREMISES**

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

SECTION 2 **OFFICIAL CITY MAP AMENDED**

1. The official map and boundaries of the City are hereby amended so as to include the property being more particularly described in Exhibits "A," "B," "C," "D," "E," and "F" which are incorporated herein as if written word for word, and that such territory shall be and is hereby annexed into the corporate limits of the City.
2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

SECTION 3 **SERVICE PLAN**

The municipal service plan for the herein annexed territory, attached hereto as Exhibit "C", was submitted in accordance with Chapter 43 of the Texas Local Government Code and is hereby approved as part of this ordinance, and is made a part hereof.

SECTION 4 **FILING OF ORDINANCE REQUIRED**

The Mayor shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of Collin County, Texas, and any other necessary agencies.

SECTION 5 **EFFECT ON TERRITORY**

From and after the passage of this Ordinance, the territory referenced in Exhibit "A", attached hereto and incorporated herein for all purposes, shall be a part of the City of Celina, Texas, and subject to the municipal service plan referenced in Section 3 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Celina, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 7
SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 8
ENGROSSMENT AND ENROLLMENT

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

SECTION 9
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its date of passage.

AND IT IS SO ORDAINED .

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 31st day of May, 2016.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

APPROVED AS TO FORM:

Vicki Faulkner, City Secretary
City of Celina, Texas

City Attorney
City of Celina, Texas

EXHIBIT "A"
Property Description
CR 128

BEING a tract of land situated in the William Stapp Survey, Abstract No. 834, Collin County, Texas, and being a portion of a called 5.061 acre tract of land conveyed to Home Place Living Trust, as evidence in a Deed, recorded in Instrument No. 20140808000847090, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), a portion of a called 24.291 acre tract of land conveyed to Jesse and Claudia Miller, as evidence in a Deed, recorded in Volume 1025, Page 499 Land Records, Collin County, Texas (L.R.C.C.T.), a portion of a called 45.401 acre tract of land conveyed to Glyn C. Miller and Betty Ann Miller, as evidence in a Deed, recorded Volume 1025, Page 502, L.R.C.C.T., a portion of a called 8.98 acre tract of land conveyed to Mark A. Martin & Carol Martin, as evidence in a Deed, recorded in instrument No. 20090122000067340, O.P.R.C.C.T., and being more particularly described as follows;

BEGINNING at the southwest corner of a said 5.061 acre tract, on the easterly line of a called 76.551 acre tract of land conveyed to Legacy Stables LLC, as evidenced in a Deed, recorded in Volume 5045, Page 190, L.R.C.C.T., same being in the approximate centerline of a gravel road, known as County Road 128;

THENCE North 1°48'30" West, along the westerly line of said 5.061 acre tract, along the easterly line of said 76.551 acre tract, and generally along the centerline of said County Road 128, a distance of 17.06 feet to a corner;

THENCE departing the easterly line of said 76.551 acre tract, across said 5.061 acre tract, said 24.291 acre tract, said 45.401 acre tract, said 8.98 acre tract, said Paulino tract, and said 62.434 acre tract, the following courses;

North 89°46'39" East, a distance of 30.01 feet to a corner;

South 1°48'30" East, 30.00 feet from and parallel with said County Road 128 a distance of 1924.81 feet to a corner;

North 46°18'52" West, a distance of 42.80 feet to a corner at the intersection of said County Road 128 and a gravel road, known as County Road 130, same being the southeast corner of said 76.551;

THENCE North 1°48'30" West, along the easterly line of said 76.551 acre tract and the westerly lines of aforesaid 45.401 acre tract, aforesaid 24.291 acre tract, aforesaid 5.061 acre tract, and generally along the centerline of said County Road 128, a distance of 1878.06 feet to the **POINT OF BEGINNING**, and containing 1.315 acres (57,299 sq. ft.) of land, more or less.

EXHIBIT "B"
Property Description
CR 130 (west portion)

BEING a tract of land situated in the Benjamin Haile Survey, Abstract No. 397, Collin County, Texas, and being a portion of a called 154.059 acre tract of land conveyed to Eland Energy, Inc., as evidence in a Deed, recorded in Instrument No. 20141002001081270, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), and a portion of a called 2.500 acre tract of land described as Tract B conveyed to Eland Energy, Inc., as evidence in a Deed, recorded in Instrument No. 20150722000903310, O.P.R.C.C.T., and being more particularly described as follows;

BEGINNING at the southwest corner of a called 75.931 acre tract of land conveyed to Patricia Ann Miller, as evidence in a Deed, recorded in Volume 4047, Page 299, L.R.C.C.T., same being on the northerly line of said 154.059 acre tract, same being at the centerline of a gravel road, known as County Road 130;

THENCE North 89°29'28" East, along the southerly line of said 75.931 acre tract, along the northerly line of said 154.059 acre tract, along the northerly line of aforesaid Tract B, and generally along said County Road 130, a distance of 1772.15 feet to a corner at the intersection of said County Road 130 and a gravel road, known as County Road 132;

THENCE departing the southerly line of said 75.931 acre tract, across said 154.059 acre tract and across said Tract B, the following courses;

South 45°19'00" East, a distance of 42.28 feet to a corner;

South 89°29'28" West, being 30.00 feet from and parallel to the southerly line of said 75.931 acre tract, a distance of 1801.95 feet to a corner;

North 0°30'32" West, a distance of 30.00 feet to the **POINT OF BEGINNING**, and containing 1.231 acres, (53,612 sq. ft.) of land, more or less.

EXHIBIT "C"
Property Description
CR 130 (east portion)

BEING a tract of land situated in the Benjamin Haile Survey, Abstract No. 397, and the William Stapp Survey, Abstract No. 834, Collin County, Texas, being a portion of a called 8.98 acre tract of land conveyed to Mark A. Martin & Carol Martin, as evidence in a Deed, recorded in instrument No. 20090122000067340, a portion of a tract of land conveyed to Porfirio Paulino and wife, Ojilvia Paulino, as evidence if a Deed, recorded in Volume 5674, Page 3250, L.R.C.C.T., and a portion of a called 62.434 acre tract of land conveyed to John U. Bound and Danna Bound, as evidence on a Deed, recorded in Instrument No. 20051206001715620 O.P.R.C.C.T., and being more particularly described as follows;

BEGINNING at the southwest corner of a called 76.551 acre tract of land conveyed to Legacy Stables LLC, as evidenced in a Deed, recorded in Volume 5045, Page 190, L.R.C.C.T., and the southeast corner of a called 23.874 acre tract of land conveyed to GSR Collin County L.P., as evidence in a Deed, recorded in Instrument No. 20070214000207970, O.P.R.C.C.T., and along the northerly line of said 62.434 acre tract, same being in the approximate centerline of a gravel road, known as County Road 130;

THENCE North 89°10'46" East, along the southerly line of said 76.551 acre tract and along the northerly line of aforesaid 62.434 acre tract and along the northerly line of aforesaid Paulino tract, and generally along the centerline of said County Road 130, a distance of 1650.07 feet to a corner at the intersection of said County Road 130 and said County Road 128;

THENCE departing the southerly line of said 76.551 acre tract, across said 8.98 acre tract, said Paulino tract, and said 62.434 acre tract, the following courses;

South 46°18'52" East, a distance of 42.80 feet to a corner;

South 89°10'46" West, 30.00 feet from and parallel with the centerline of said County Road 130, a distance of 1680.59 feet to a corner,

North 0°49'14" West, a distance of 30.00 feet to the **POINT OF BEGINNING**, and containing 1.147 acres (49,960 sq. ft.) of land, more or less.

**EXHIBIT “D”
Property Description
CR 131**

BEING a tract of land situated in the B. B. B. & C. RR. Company Survey, Abstract No. 130, Collin County, Texas, and being a portion of a called 15.163 acre tract of land, conveyed to Michael D. Reardon and Marilyn Reardon, as evidenced in a Deed, recorded in Volume 4871, Page 2775, Land Records of Collin County, Texas and a portion of a called 6.500 acre tract of land, conveyed to Robert G. Hauk and Chrystal C. Hauk, as evidenced in a Deed, recorded in Volume 5907, Page 2770, Land Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the southeast corner of said 15.163 acre tract, same being the most westerly southwest corner of a called 92.315 acre tract of land, conveyed to Celina Partners, Ltd., as evidenced in a Deed, recorded in Volume 4516, Page 1563, Land Records of Collin County, Texas, same being on the northerly line of a called 93.492 acre tract of land, conveyed to Celina Partners, Ltd., as evidenced in a Deed, recorded in Volume 4801, Page 1372, Land Records of Collin County, Texas, same also being in a gravel road, known as County Road 131;

THENCE South 84°52'21” West, along the northerly line of said 93.492 acre tract, along the southerly line of said 15.463 acre tract, along the southerly line of aforesaid 6.500 acre tract, and with said County Road 131, a distance of 711.05 feet to a corner, same being the northerly northeast corner of a tract of land described as Collin County Right-of-way Acquisition, recorded in Instrument No. 20120830001083660, Official Public Records, Collin County, Texas;

THENCE North 5°07'31” West, departing the northerly line of said 93.492 acre tract and across said 6.500 acre tract, a distance of 30.00 feet to a corner;

THENCE North 84°52'21” East, 30.00 feet from and parallel with the centerline of said County Road 131, continuing across said 6.500 acre tract and across aforesaid 15.163 acre tract, a distance of 713.73 feet to a corner on the easterly line of said 15.163 acre tract and along the westerly line of aforesaid 92.315 acre tract;

THENCE South 0°01'29” East, along the easterly line of said 15.163 acre tract and along the westerly line of said 92.315 acre tract, a distance of 30.12 feet to the **POINT OF BEGINNING**, and containing 0.491 of an acre (21,373 sq. ft.) of land, more or less.

EXHIBIT "E"
Property Description
CR 132

BEING a tract of land situated in the Benjamin Haile Survey, Abstract No. 397, and the B. B. B. & C. RR. Company Survey, Abstract No. 130, Collin County, Texas, and being a portion of a called 154.059 acre tract of land conveyed to Eland Energy, Inc., as evidence in a Deed, recorded in Instrument No. 20141002001081270, a portion of a called 23.874 acre tract of land conveyed to GSR Collin County, as evidence in a Deed, recorded in Instrument No. 20070214000207970, O.P.R.C.C.T., and being a portion of a tract of land conveyed to Mark A. Martin & Carol Martin, as evidence in a Deed, recorded in Volume 3595, Page 493, Land Records, Collin County, Texas (L.R.C.C.T.), and being more particularly described as follows;

BEGINNING at the southeast corner of a called 75.931 acre tract of land conveyed to Patricia Ann Miller, as evidence in a Deed, recorded in Volume 4047, Page 299, L.R.C.C.T., same being on the southwest corner of said 23.874 acre tract, same being at the intersection of a gravel road known as County Road 130, and a gravel road known as County Road 132;

THENCE North 0°07'27" West, along the easterly line of said 75.931 acre tract, along the westerly line of said 23.874 acre tract, along the westerly line of aforesaid Martin tract, and along the easterly line of a called 2.469 acre tract of land conveyed to Patricia Ann Miller, as evidence in a Deed, recorded in Volume 3969, Page 1405, L.R.C.C.T., and generally along the centerline of County Road 132 a distance of 1893.03 feet to a corner for the northeast corner of said 75.931 acre tract and the northwest corner of said Martin tract;

THENCE South 89°02'05" East, departing the westerly line of said 75.931 acre tract and along the northerly line of said Martin tract, a distance of 30.01 feet to a corner;

THENCE departing the northerly line of said Martin tract, across said 23.874 acre tract, across said 154.059 acre tract, and across said Tract B, the following courses;

South 0°07'27" East, being 30.00 feet from and parallel to the westerly line of said 75.931 acre tract, a distance of 1922.16 feet to a corner;

North 45°19'00" West, a distance of 42.28 feet to the **POINT OF BEGINNING**, and containing 1.314 acres, (57,229 sq. ft.) of land, more or less.

EXHIBIT "F"
Property Description
CR 133

BEING a tract of land situated in the John Culwell Survey, Abstract No. 208, and being a portion of a called 28.104 acre tract of land conveyed to Billy J. Herrin and wife, Cyndee V. Herrin, as evidence in a Deed, recorded in Instrument No. 20150302000217660, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), a portion of a called 3.689 acre tract of land conveyed to Resource One Credit Union, as evidence in a Deed, recorded in Instrument No. 20140905000965550, O.P.R.C.C.T., a portion of a called 5.49 acre tract of land conveyed to Raul Vazquez Guerrero and Martha Arrendondo de Guerrero, as evidence in a Deed, recorded in Instrument No. 20150630000793520, O.P.R.C.C.T., and a portion of a called 81.26 acre tract of land conveyed to Margaret R. Gerrity, as evidence in a Deed, recorded in Volume 5225, Page 4938, Land Records, Collin County, Texas, and being more particularly described as follows

BEGINNING at the northeast corner of a called 86.076 acre tract of land, conveyed to Celina Partners, Ltd., as evidenced in a Deed, recorded in Volume 5144, Page 3554, Land Records of Collin County, on the easterly line of said 28.104 acre tract, same being at the centerline of a gravel road, known as County Road 133;

THENCE across said 28.104 acre tract, across said 3.689 acre tract, across said 5.49 acre tract, and across said 81.26 acre tract, the following courses;

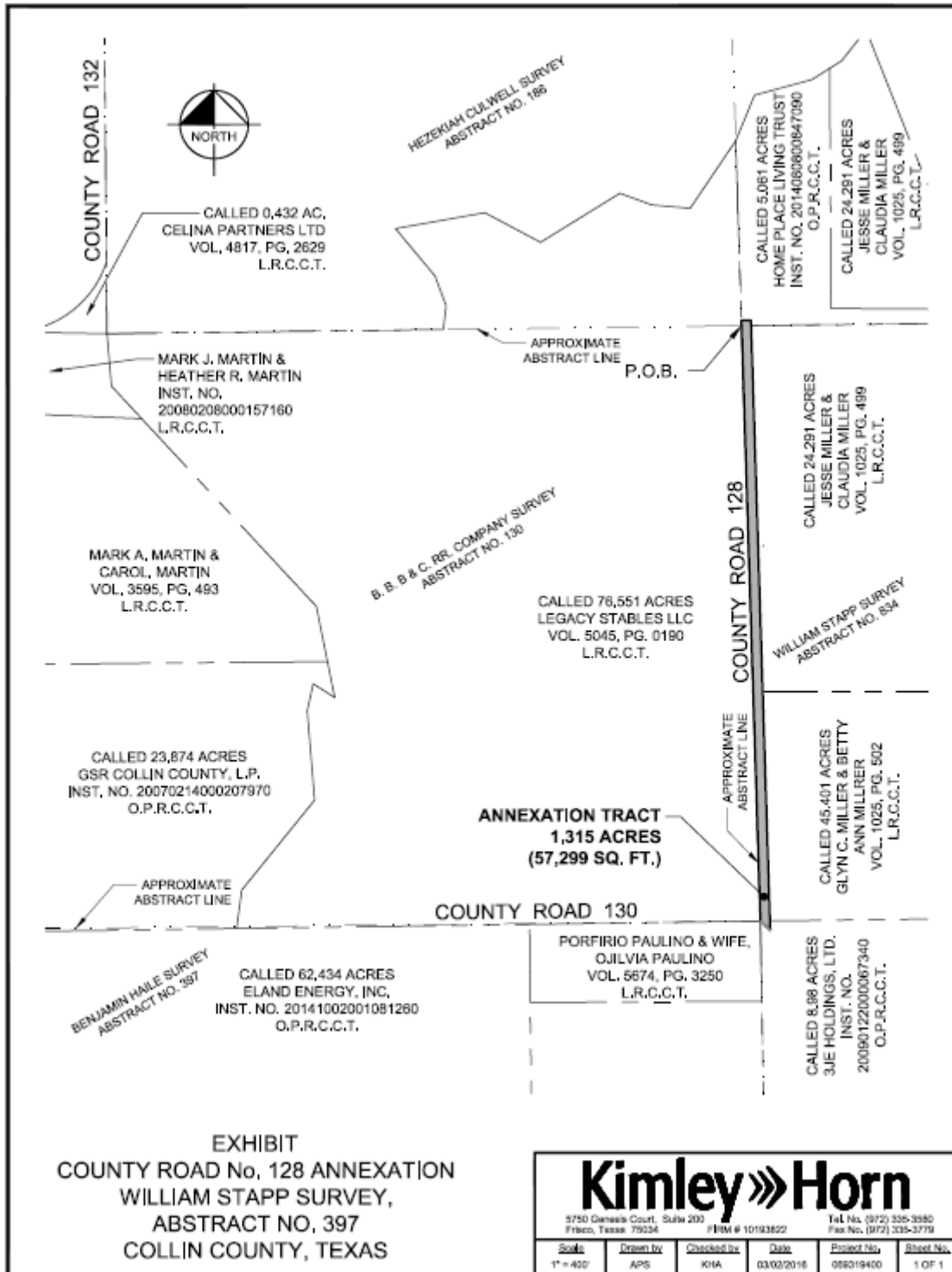
North 88°46'11" East, a distance of 30.00 feet to a corner;

South 1°13'49" East, 30.00 feet from and parallel with the centerline of said County Road 133, a distance of 1224.03 feet to a corner;

South 88°46'11" West, a distance of 30.00 feet to a corner, same being the southeast corner of aforesaid 86.076 acre tract;

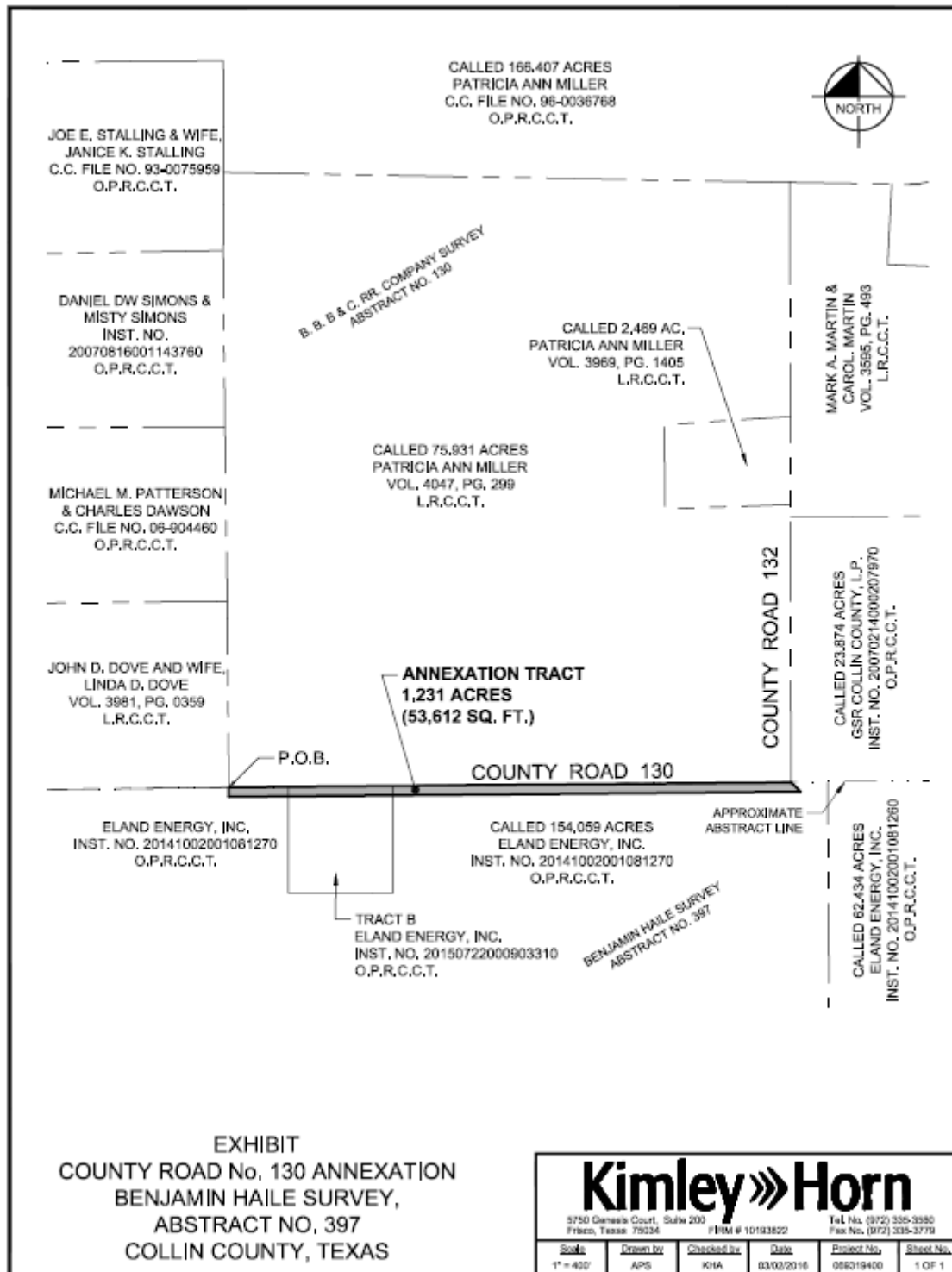
THENCE North 1°13'49" West, along the easterly line of said 86.076 acre tract, and the westerly lines of said 5.49 acre tract, said 3.689 acre tract, and said 28.104 acre tract, and generally along the centerline of said County Road 133, a distance of 1224.03 feet to the **POINT OF BEGINNING**, and containing 0.843 of an acre (36,721 sq. ft.) of land, more or less.

EXHIBIT "G"
Property Description
CR 128



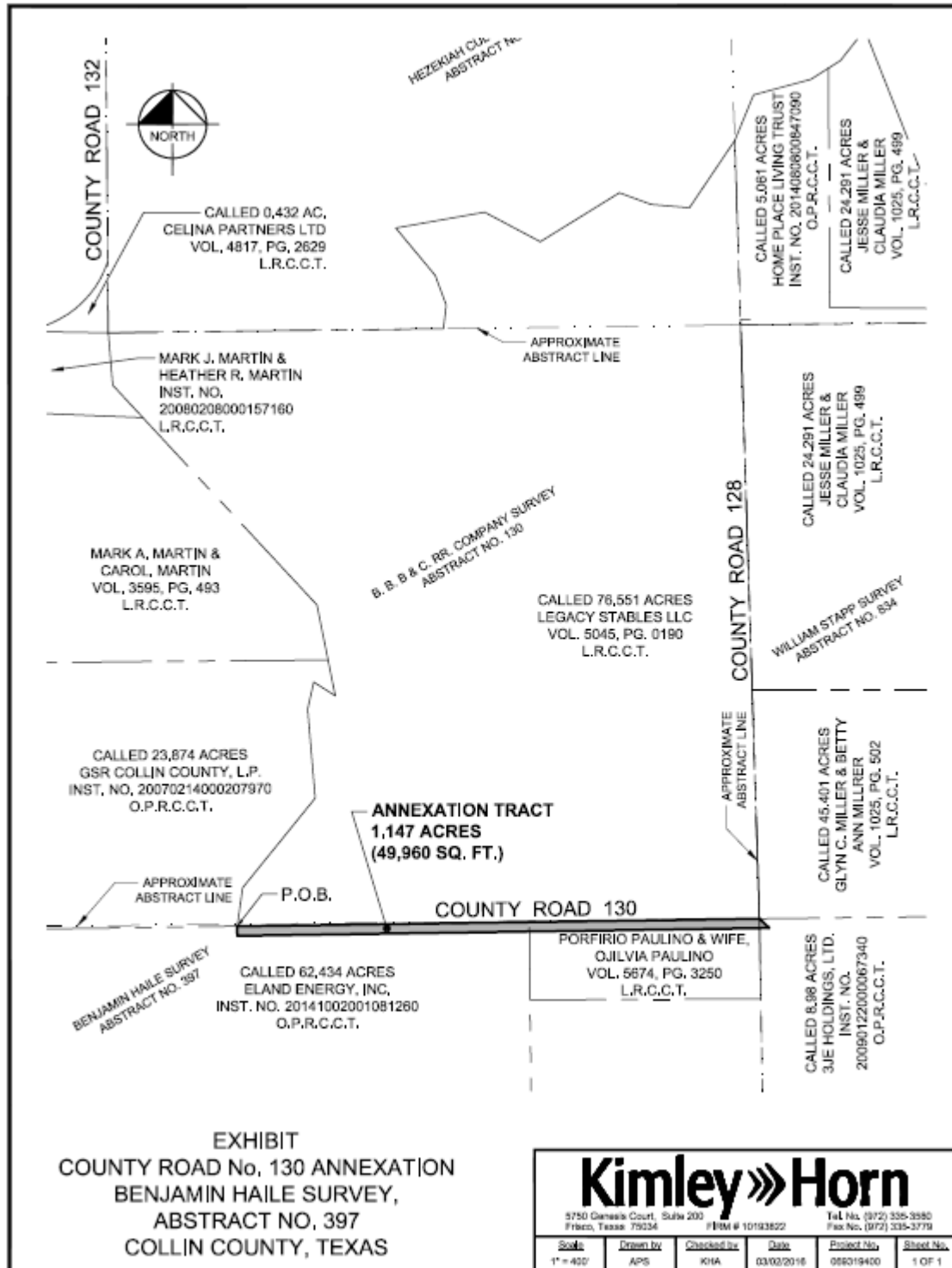
Attachment: O'Donnell ROW Annexation Ordinance (1604 : O'Donnell Rights-of-Way Annexation Ordinance)

EXHIBIT "H"
Property Description
CR 130 (west portion)



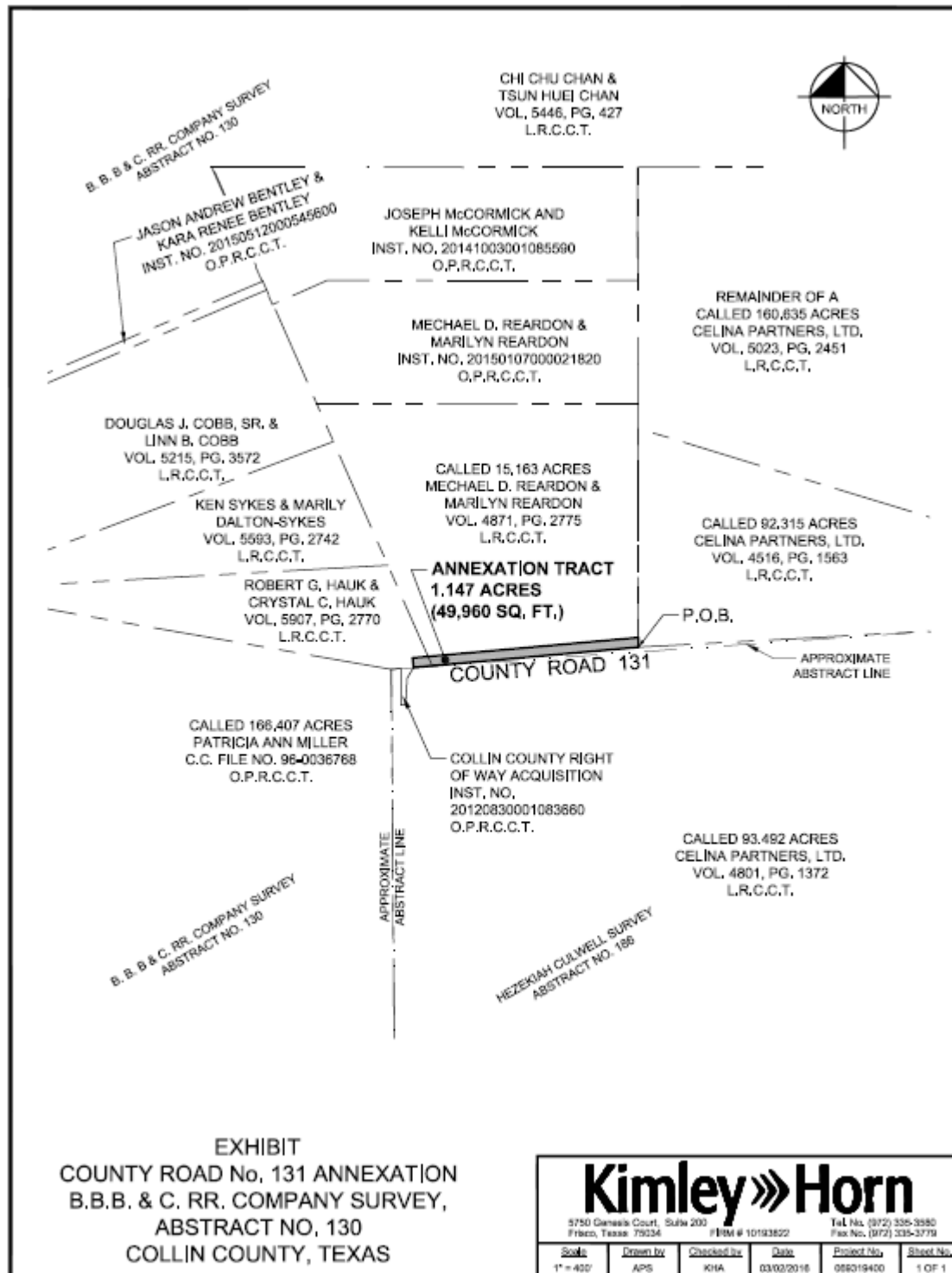
Attachment: O'Donnell ROW Annexation Ordinance (1604 : O'Donnell Rights-of-Way Annexation Ordinance)

EXHIBIT "I"
Property Description
CR 130 (east portion)



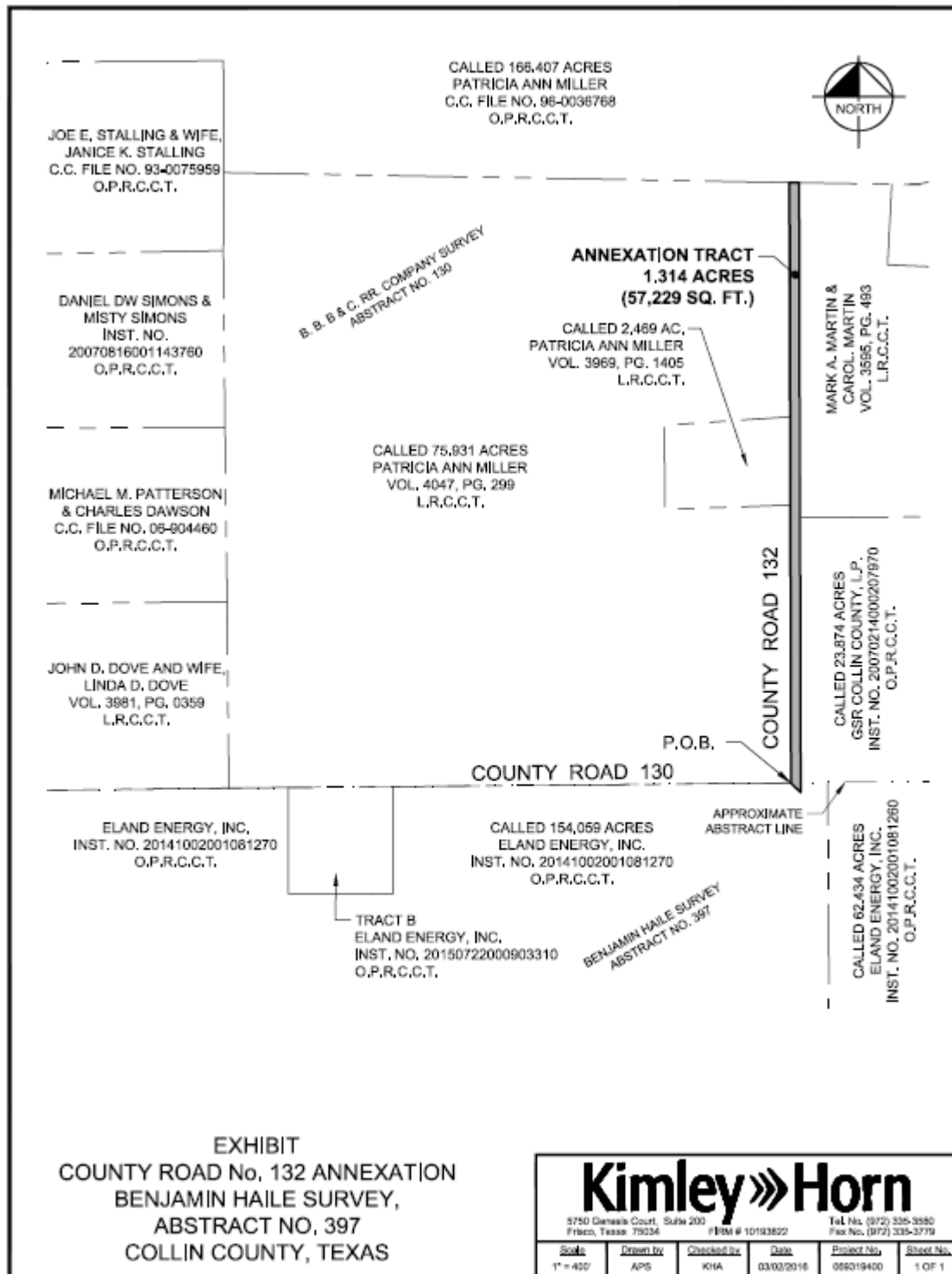
Attachment: O'Donnell ROW Annexation Ordinance (1604 : O'Donnell Rights-of-Way Annexation Ordinance)

EXHIBIT "J"
Property Description
CR 131



Attachment: O'Donnell ROW Annexation Ordinance (1604 : O'Donnell Rights-of-Way Annexation Ordinance)

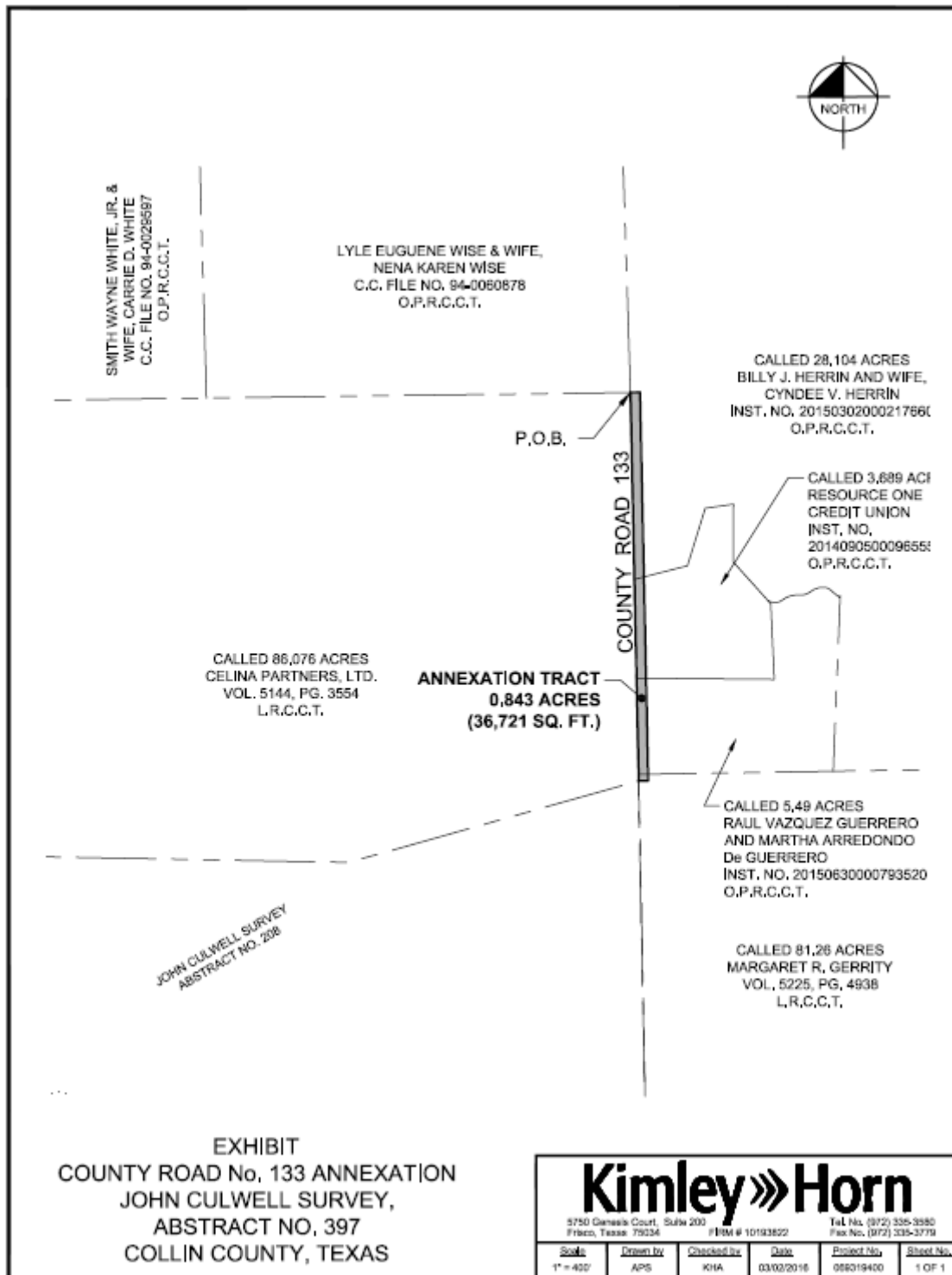
EXHIBIT "K"
Property Description
CR 132



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Attachment: O'Donnell ROW Annexation Ordinance (1604 : O'Donnell Rights-of-Way Annexation Ordinance)

EXHIBIT "L"
Property Description
CR 133



Attachment: O'Donnell ROW Annexation Ordinance (1604 : O'Donnell Rights-of-Way Annexation Ordinance)

**Exhibit “C”
Service Plan**

A) SERVICE PLAN GENERALLY

- 1) This service plan has been prepared in accordance with the Texas Local Government Code (“LGC”), Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).
- 2) For purposes of this service plan, to “provide” services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

- 1) Police Protection
 - a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
 - i) Normal patrol and responses;
 - ii) Handling of complaints and incident reports;
 - iii) Special units, such as traffic enforcement and investigations; and
 - iv) Coordination with other public safety support agencies.
 - b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.
 - c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.
- 2) Fire Protection
 - a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
 - i) Fire suppression and rescue;
 - ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
 - iii) Hazardous materials response and mitigation;
 - iv) Emergency prevention and public education efforts;
 - v) Technical rescue response; and
 - vi) Constriction Plan Review and required inspections.
 - b) Fire protection from the City of Celina shall be provided to the annexed area at a level

consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

- c) As development commences in these areas, sufficient, fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.
 - d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.
- 3) Emergency Medical Services
- a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
 - i) Emergency medical dispatch and pre-arrival First Aid instructions;
 - ii) Pre-hospital emergency Advanced Life Support (ALS) response; and transport; and
 - iii) Medical rescue services.
 - b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
 - c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas.
 - d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

- 1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

- 1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.
- 2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.
- 3) Operation and maintenance of wastewater facilities in the annexed area that are within the

certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

- 1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by city ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.
- 2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization and population density of the area.
- 3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

- 1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.
- 2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.
- 3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.
- 4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.
- 5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

- 1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the

annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

- 2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will be continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.
- 3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.
- 4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.
- 5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

- 1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

- 1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.
- 2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

- 1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

- 1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

- 1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

- 2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at <http://www.franklinlegal.net/codes.html>.

M) TERM

- 1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

- 1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.

CITY OF CELINA, TEXAS

ORDINANCE NO. 2016-
O'DONNELL RIGHTS-OF-WAY ANNEXATON

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY CONTIGUOUS TO AND ADJOINING THE CITY OF CELINA, TEXAS, TO WIT: BEING A 1.31 ACRE STRIP OF LAND IN THE WILLIAM STAPP SURVEY, ABSTRACT NO. 834 (CR 128), BEING A 1.23 ACRE STRIP OF LAND IN THE BENJAMIN HAILE SURVEY, ABSTRACT NO. 397 (CR 130 – WEST PORTION), BEING A 1.14 ACRE STRIP OF LAND IN THE BENJAMIN HAILE SURVEY, ABSTRACT NO. 397 (CR 130 – EAST PORTION), BEING A 0.491 ACRE STRIP OF LAND IN THE B.B.B. AND C.R.R. CO. SURVEY, ABSTRACT NO. 130 (CR 131), BEING A 1.314 ACRE STRIP OF LAND IN THE BENJAMIN HAILE SURVEY, ABSTRACT NO. 397 AND THE B.B.B. AND C.R.Y. CO. SURVEY, ABSTRACT NO. 130 (CR 132), AND BEING A 0.843 ACRE STRIP OF LAND IN THE JOHN CULWELL SURVEY, ABSTRACT NO. 208 (CR 133), COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT EXHIBITS “A,” “B,” “C,” “D,” “E,” AND “F” AND GRAPHICALLY DEPICTED IN EXHIBITS “G,” “H,” “I,” “J,” “K,” AND “L” ATTACHED HERETO AND INCORPORATED HEREIN, SUCH TRACTS BEING PORTIONS OF CR 128, CR 130, CR 131, CR 132 AND CR 133; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR AMENDING OF THE OFFICIAL CITY MAP; PROVIDING FOR A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a Home Rule Municipality located in Collin and Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas and the Celina City Charter; and

WHEREAS, two separate public hearings were conducted in accordance with Section 43.052 of the Texas Local Government Code, the first hearing being held on the 12th day of April, 2016 at 6:00 p.m. and the second hearing being held on the 12th day of April, 2016 at 6:05 p.m. in the Council Chambers located in the First United Methodist Church, 112 N. Colorado in the City of Celina to consider the annexation of the property being more particularly described in Exhibits “A,” “B,” “C,” “D,” “E,” and “F” attached hereto and incorporated herein; and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, the public hearings were conducted and held no more than forty (40) days nor less than twenty (20) days prior to the institution of annexation proceedings; and

WHEREAS, the notice of the public hearings were published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, on the 25th day of March, 2016, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local

Government Code have been accomplished; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such territory is contiguous to and adjoins the City of Celina, Texas; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of such territory is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Celina's limits, the City Council has found - and incorporates herein its finding - that surrounding the area is in the public interest; and

WHEREAS, metes and bounds descriptions of the property to be annexed is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the service plan for such territory is attached hereto as Exhibit "M" and incorporated herein for all purposes.

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

SECTION 1 **INCORPORATION OF PREMISES**

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

SECTION 2 **OFFICIAL CITY MAP AMENDED**

1. The official map and boundaries of the City are hereby amended so as to include the property being more particularly described in Exhibits "A," "B," "C," "D," "E," and "F" which are incorporated herein as if written word for word, and that such territory shall be and is hereby annexed into the corporate limits of the City.
2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

SECTION 3 **SERVICE PLAN**

The municipal service plan for the herein annexed territory, attached hereto as Exhibit "M", was submitted in accordance with Chapter 43 of the Texas Local Government Code and is hereby approved as part of this ordinance, and is made a part hereof.

SECTION 4 **FILING OF ORDINANCE REQUIRED**

The Mayor shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of Collin County, Texas, and any other necessary agencies.

SECTION 5 **EFFECT ON TERRITORY**

From and after the passage of this Ordinance, the territory referenced in Exhibits "A," "B," "C," "D," "E," and "F" attached hereto and incorporated herein for all purposes, shall be a part of the City of Celina, Texas, and subject to the municipal service plan referenced in Section 3 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Celina, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 7
SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 8
ENGROSSMENT AND ENROLLMENT

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

SECTION 9
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its date of passage.

AND IT IS SO ORDAINED .

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 31st day of May, 2016.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

APPROVED AS TO FORM:

Vicki Faulkner, City Secretary
City of Celina, Texas

City Attorney
City of Celina, Texas

EXHIBIT "A"
Property Description
CR 128

BEING a tract of land situated in the William Stapp Survey, Abstract No. 834, Collin County, Texas, and being a portion of a called 5.061 acre tract of land conveyed to Home Place Living Trust, as evidence in a Deed, recorded in Instrument No. 20140808000847090, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), a portion of a called 24.291 acre tract of land conveyed to Jesse and Claudia Miller, as evidence in a Deed, recorded in Volume 1025, Page 499 Land Records, Collin County, Texas (L.R.C.C.T.), a portion of a called 45.401 acre tract of land conveyed to Glyn C. Miller and Betty Ann Miller, as evidence in a Deed, recorded Volume 1025, Page 502, L.R.C.C.T., a portion of a called 8.98 acre tract of land conveyed to Mark A. Martin & Carol Martin, as evidence in a Deed, recorded in instrument No. 20090122000067340, O.P.R.C.C.T., and being more particularly described as follows;

BEGINNING at the southwest corner of a said 5.061 acre tract, on the easterly line of a called 76.551 acre tract of land conveyed to Legacy Stables LLC, as evidenced in a Deed, recorded in Volume 5045, Page 190, L.R.C.C.T., same being in the approximate centerline of a gravel road, known as County Road 128;

THENCE North 1°48'30" West, along the westerly line of said 5.061 acre tract, along the easterly line of said 76.551 acre tract, and generally along the centerline of said County Road 128, a distance of 17.06 feet to a corner;

THENCE departing the easterly line of said 76.551 acre tract, across said 5.061 acre tract, said 24.291 acre tract, said 45.401 acre tract, said 8.98 acre tract, said Paulino tract, and said 62.434 acre tract, the following courses;

North 89°46'39" East, a distance of 30.01 feet to a corner;

South 1°48'30" East, 30.00 feet from and parallel with said County Road 128 a distance of 1924.81 feet to a corner;

North 46°18'52" West, a distance of 42.80 feet to a corner at the intersection of said County Road 128 and a gravel road, known as County Road 130, same being the southeast corner of said 76.551;

THENCE North 1°48'30" West, along the easterly line of said 76.551 acre tract and the westerly lines of aforesaid 45.401 acre tract, aforesaid 24.291 acre tract, aforesaid 5.061 acre tract, and generally along the centerline of said County Road 128, a distance of 1878.06 feet to the **POINT OF BEGINNING**, and containing 1.315 acres (57,299 sq. ft.) of land, more or less.

EXHIBIT "B"
Property Description
CR 130 (west portion)

BEING a tract of land situated in the Benjamin Haile Survey, Abstract No. 397, Collin County, Texas, and being a portion of a called 154.059 acre tract of land conveyed to Eland Energy, Inc., as evidence in a Deed, recorded in Instrument No. 20141002001081270, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), and a portion of a called 2.500 acre tract of land described as Tract B conveyed to Eland Energy, Inc., as evidence in a Deed, recorded in Instrument No. 20150722000903310, O.P.R.C.C.T., and being more particularly described as follows;

BEGINNING at the southwest corner of a called 75.931 acre tract of land conveyed to Patricia Ann Miller, as evidence in a Deed, recorded in Volume 4047, Page 299, L.R.C.C.T., same being on the northerly line of said 154.059 acre tract, same being at the centerline of a gravel road, known as County Road 130;

THENCE North 89°29'28" East, along the southerly line of said 75.931 acre tract, along the northerly line of said 154.059 acre tract, along the northerly line of aforesaid Tract B, and generally along said County Road 130, a distance of 1772.15 feet to a corner at the intersection of said County Road 130 and a gravel road, known as County Road 132;

THENCE departing the southerly line of said 75.931 acre tract, across said 154.059 acre tract and across said Tract B, the following courses;

South 45°19'00" East, a distance of 42.28 feet to a corner;

South 89°29'28" West, being 30.00 feet from and parallel to the southerly line of said 75.931 acre tract, a distance of 1801.95 feet to a corner;

North 0°30'32" West, a distance of 30.00 feet to the **POINT OF BEGINNING**, and containing 1.231 acres, (53,612 sq. ft.) of land, more or less.

EXHIBIT "C"
Property Description
CR 130 (east portion)

BEING a tract of land situated in the Benjamin Haile Survey, Abstract No. 397, and the William Stapp Survey, Abstract No. 834, Collin County, Texas, being a portion of a called 8.98 acre tract of land conveyed to Mark A. Martin & Carol Martin, as evidence in a Deed, recorded in instrument No. 20090122000067340, a portion of a tract of land conveyed to Porfirio Paulino and wife, Ojilvia Paulino, as evidence if a Deed, recorded in Volume 5674, Page 3250, L.R.C.C.T., and a portion of a called 62.434 acre tract of land conveyed to John U. Bound and Danna Bound, as evidence on a Deed, recorded in Instrument No. 20051206001715620 O.P.R.C.C.T., and being more particularly described as follows;

BEGINNING at the southwest corner of a called 76.551 acre tract of land conveyed to Legacy Stables LLC, as evidenced in a Deed, recorded in Volume 5045, Page 190, L.R.C.C.T., and the southeast corner of a called 23.874 acre tract of land conveyed to GSR Collin County L.P., as evidence in a Deed, recorded in Instrument No. 20070214000207970, O.P.R.C.C.T., and along the northerly line of said 62.434 acre tract, same being in the approximate centerline of a gravel road, known as County Road 130;

THENCE North 89°10'46" East, along the southerly line of said 76.551 acre tract and along the northerly line of aforesaid 62.434 acre tract and along the northerly line of aforesaid Paulino tract, and generally along the centerline of said County Road 130, a distance of 1650.07 feet to a corner at the intersection of said County Road 130 and said County Road 128;

THENCE departing the southerly line of said 76.551 acre tract, across said 8.98 acre tract, said Paulino tract, and said 62.434 acre tract, the following courses;

South 46°18'52" East, a distance of 42.80 feet to a corner;

South 89°10'46" West, 30.00 feet from and parallel with the centerline of said County Road 130, a distance of 1680.59 feet to a corner,

North 0°49'14" West, a distance of 30.00 feet to the **POINT OF BEGINNING**, and containing 1.147 acres (49,960 sq. ft.) of land, more or less.

**EXHIBIT “D”
Property Description
CR 131**

BEING a tract of land situated in the B. B. B. & C. RR. Company Survey, Abstract No. 130, Collin County, Texas, and being a portion of a called 15.163 acre tract of land, conveyed to Michael D. Reardon and Marilyn Reardon, as evidenced in a Deed, recorded in Volume 4871, Page 2775, Land Records of Collin County, Texas and a portion of a called 6.500 acre tract of land, conveyed to Robert G. Hauk and Chrystal C. Hauk, as evidenced in a Deed, recorded in Volume 5907, Page 2770, Land Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the southeast corner of said 15.163 acre tract, same being the most westerly southwest corner of a called 92.315 acre tract of land, conveyed to Celina Partners, Ltd., as evidenced in a Deed, recorded in Volume 4516, Page 1563, Land Records of Collin County, Texas, same being on the northerly line of a called 93.492 acre tract of land, conveyed to Celina Partners, Ltd., as evidenced in a Deed, recorded in Volume 4801, Page 1372, Land Records of Collin County, Texas, same also being in a gravel road, known as County Road 131;

THENCE South 84°52'21” West, along the northerly line of said 93.492 acre tract, along the southerly line of said 15.463 acre tract, along the southerly line of aforesaid 6.500 acre tract, and with said County Road 131, a distance of 711.05 feet to a corner, same being the northerly northeast corner of a tract of land described as Collin County Right-of-way Acquisition, recorded in Instrument No. 20120830001083660, Official Public Records, Collin County, Texas;

THENCE North 5°07'31” West, departing the northerly line of said 93.492 acre tract and across said 6.500 acre tract, a distance of 30.00 feet to a corner;

THENCE North 84°52'21” East, 30.00 feet from and parallel with the centerline of said County Road 131, continuing across said 6.500 acre tract and across aforesaid 15.163 acre tract, a distance of 713.73 feet to a corner on the easterly line of said 15.163 acre tract and along the westerly line of aforesaid 92.315 acre tract;

THENCE South 0°01'29” East, along the easterly line of said 15.163 acre tract and along the westerly line of said 92.315 acre tract, a distance of 30.12 feet to the **POINT OF BEGINNING**, and containing 0.491 of an acre (21,373 sq. ft.) of land, more or less.

EXHIBIT "E"
Property Description
CR 132

BEING a tract of land situated in the Benjamin Haile Survey, Abstract No. 397, and the B. B. B. & C. RR. Company Survey, Abstract No. 130, Collin County, Texas, and being a portion of a called 154.059 acre tract of land conveyed to Eland Energy, Inc., as evidence in a Deed, recorded in Instrument No. 20141002001081270, a portion of a called 23.874 acre tract of land conveyed to GSR Collin County, as evidence in a Deed, recorded in Instrument No. 20070214000207970, O.P.R.C.C.T., and being a portion of a tract of land conveyed to Mark A. Martin & Carol Martin, as evidence in a Deed, recorded in Volume 3595, Page 493, Land Records, Collin County, Texas (L.R.C.C.T.), and being more particularly described as follows;

BEGINNING at the southeast corner of a called 75.931 acre tract of land conveyed to Patricia Ann Miller, as evidence in a Deed, recorded in Volume 4047, Page 299, L.R.C.C.T., same being on the southwest corner of said 23.874 acre tract, same being at the intersection of a gravel road known as County Road 130, and a gravel road known as County Road 132;

THENCE North 0°07'27" West, along the easterly line of said 75.931 acre tract, along the westerly line of said 23.874 acre tract, along the westerly line of aforesaid Martin tract, and along the easterly line of a called 2.469 acre tract of land conveyed to Patricia Ann Miller, as evidence in a Deed, recorded in Volume 3969, Page 1405, L.R.C.C.T., and generally along the centerline of County Road 132 a distance of 1893.03 feet to a corner for the northeast corner of said 75.931 acre tract and the northwest corner of said Martin tract;

THENCE South 89°02'05" East, departing the westerly line of said 75.931 acre tract and along the northerly line of said Martin tract, a distance of 30.01 feet to a corner;

THENCE departing the northerly line of said Martin tract, across said 23.874 acre tract, across said 154.059 acre tract, and across said Tract B, the following courses;

South 0°07'27" East, being 30.00 feet from and parallel to the westerly line of said 75.931 acre tract, a distance of 1922.16 feet to a corner;

North 45°19'00" West, a distance of 42.28 feet to the **POINT OF BEGINNING**, and containing 1.314 acres, (57,229 sq. ft.) of land, more or less.

EXHIBIT "F"
Property Description
CR 133

BEING a tract of land situated in the John Culwell Survey, Abstract No. 208, and being a portion of a called 28.104 acre tract of land conveyed to Billy J. Herrin and wife, Cyndee V. Herrin, as evidence in a Deed, recorded in Instrument No. 20150302000217660, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), a portion of a called 3.689 acre tract of land conveyed to Resource One Credit Union, as evidence in a Deed, recorded in Instrument No. 20140905000965550, O.P.R.C.C.T., a portion of a called 5.49 acre tract of land conveyed to Raul Vazquez Guerrero and Martha Arrendondo de Guerrero, as evidence in a Deed, recorded in Instrument No. 20150630000793520, O.P.R.C.C.T., and a portion of a called 81.26 acre tract of land conveyed to Margaret R. Gerrity, as evidence in a Deed, recorded in Volume 5225, Page 4938, Land Records, Collin County, Texas, and being more particularly described as follows

BEGINNING at the northeast corner of a called 86.076 acre tract of land, conveyed to Celina Partners, Ltd., as evidenced in a Deed, recorded in Volume 5144, Page 3554, Land Records of Collin County, on the easterly line of said 28.104 acre tract, same being at the centerline of a gravel road, known as County Road 133;

THENCE across said 28.104 acre tract, across said 3.689 acre tract, across said 5.49 acre tract, and across said 81.26 acre tract, the following courses;

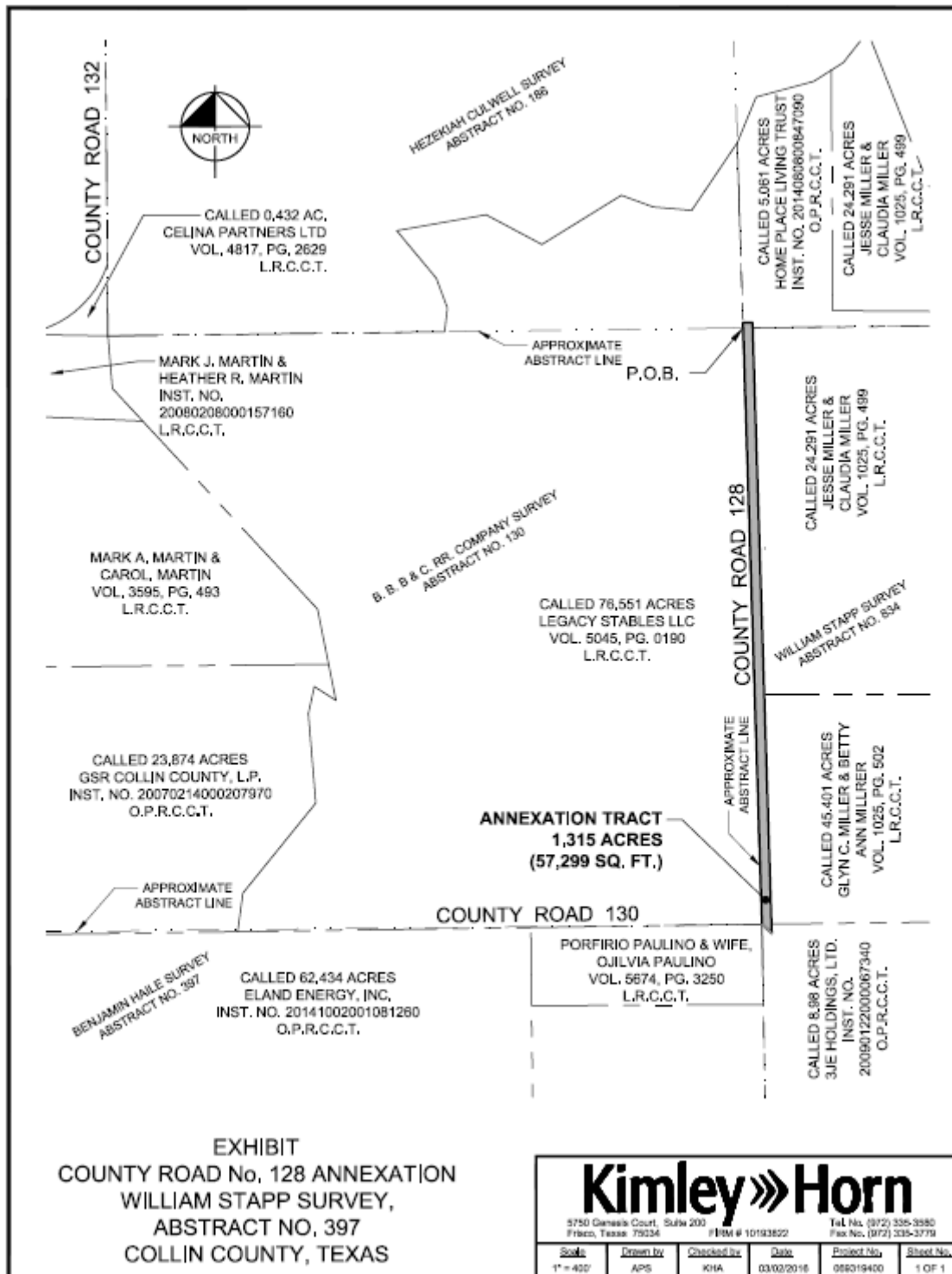
North 88°46'11" East, a distance of 30.00 feet to a corner;

South 1°13'49" East, 30.00 feet from and parallel with the centerline of said County Road 133, a distance of 1224.03 feet to a corner;

South 88°46'11" West, a distance of 30.00 feet to a corner, same being the southeast corner of aforesaid 86.076 acre tract;

THENCE North 1°13'49" West, along the easterly line of said 86.076 acre tract, and the westerly lines of said 5.49 acre tract, said 3.689 acre tract, and said 28.104 acre tract, and generally along the centerline of said County Road 133, a distance of 1224.03 feet to the **POINT OF BEGINNING**, and containing 0.843 of an acre (36,721 sq. ft.) of land, more or less.

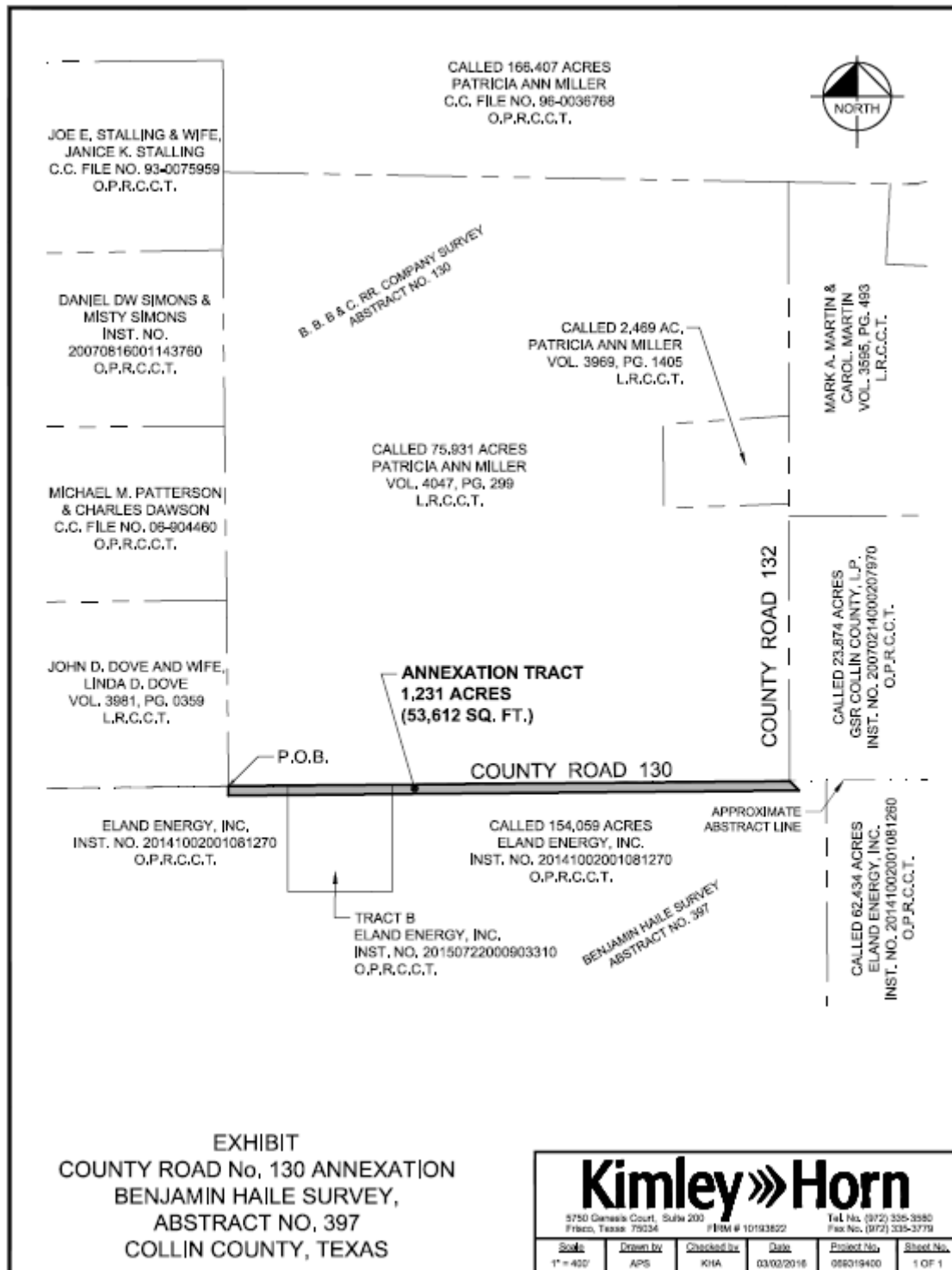
EXHIBIT "G"
Property Description
CR 128



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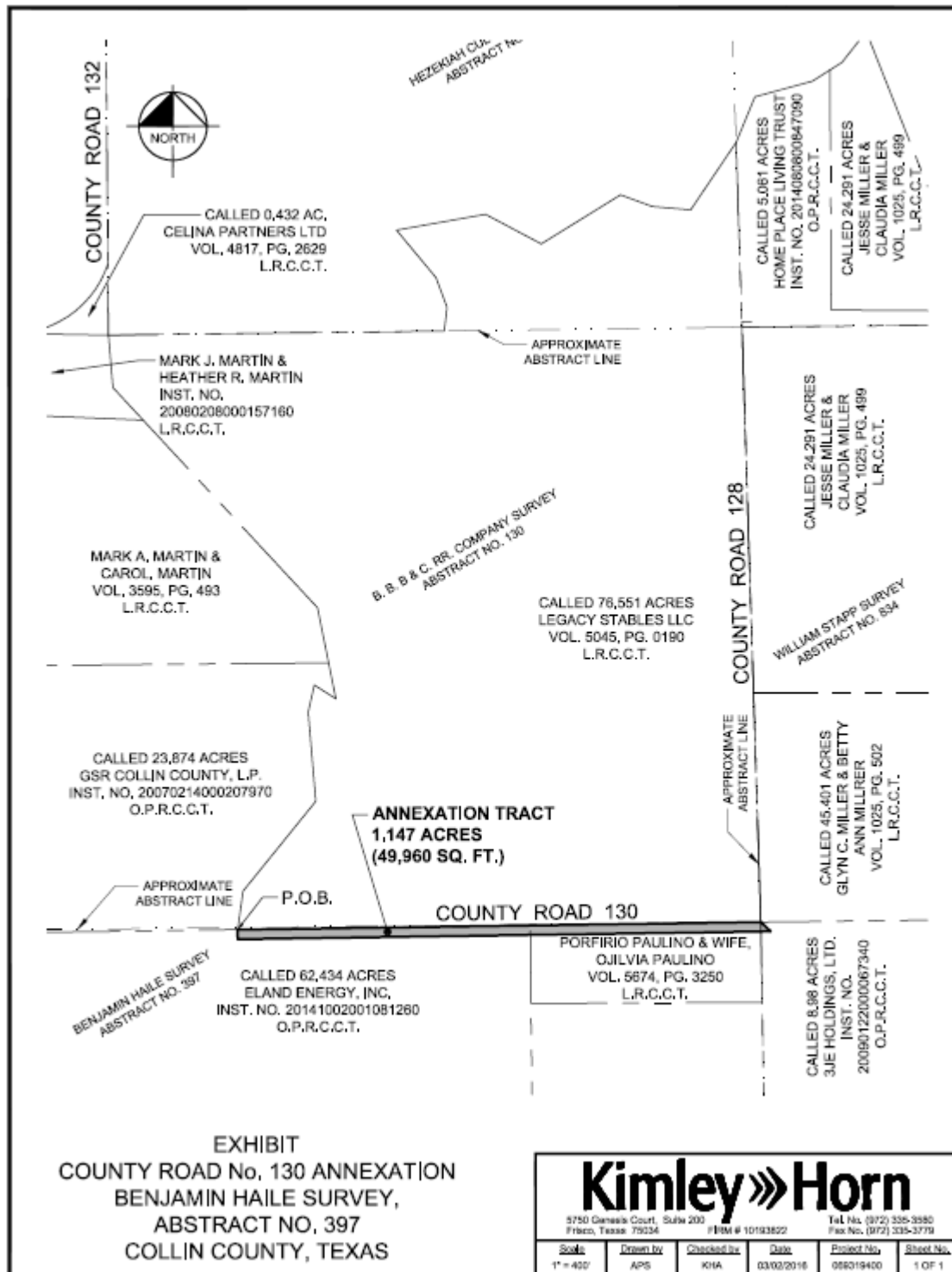
Attachment: O'Donnell ROW Annexation Ordinance (1604 : O'Donnell Rights-of-Way Annexation Ordinance)

EXHIBIT "H"
Property Description
CR 130 (west portion)



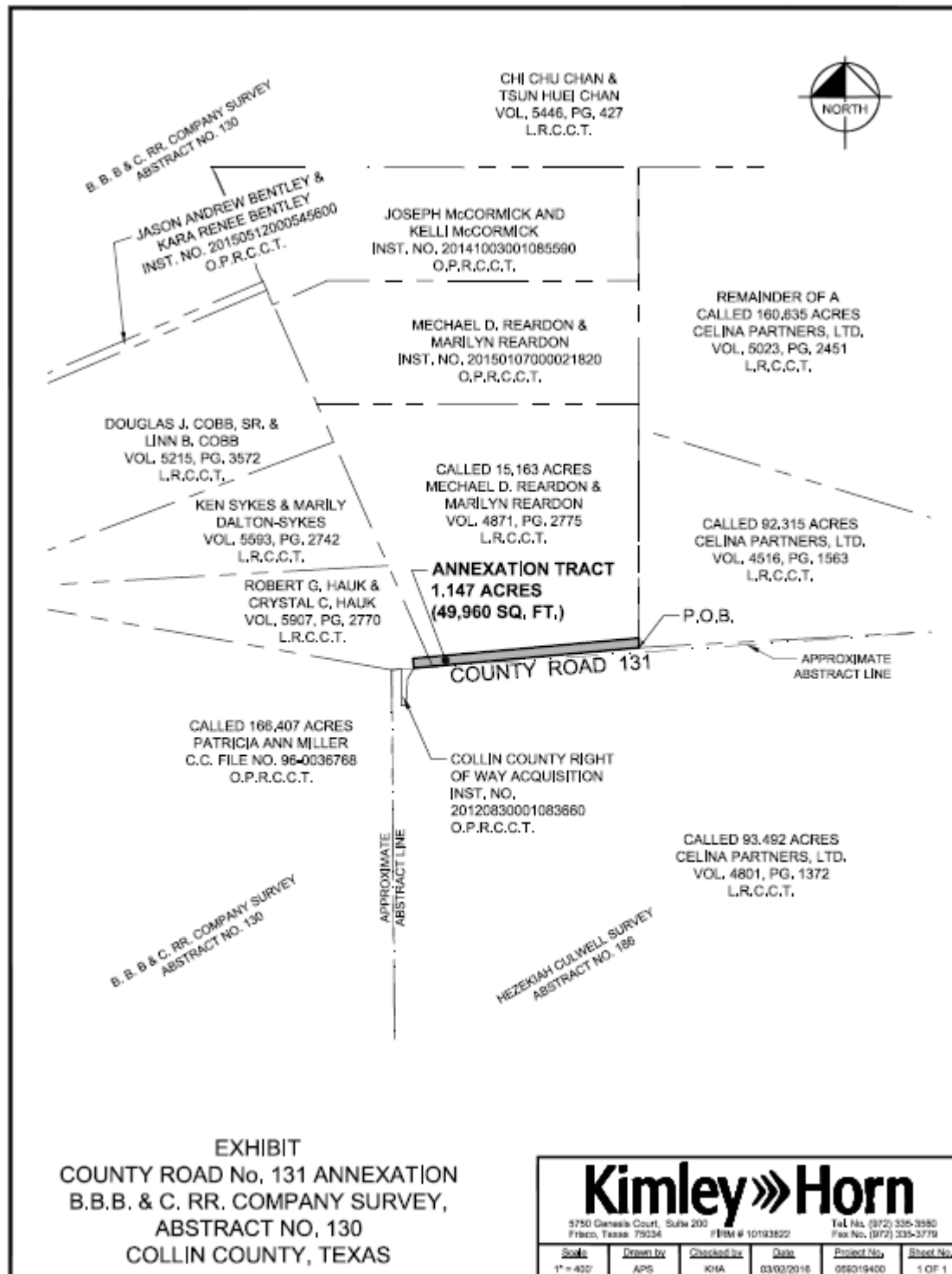
Attachment: O'Donnell ROW Annexation Ordinance (1604 : O'Donnell Rights-of-Way Annexation Ordinance)

EXHIBIT "I"
Property Description
CR 130 (east portion)



Attachment: O'Donnell ROW Annexation Ordinance (1604 : O'Donnell Rights-of-Way Annexation Ordinance)

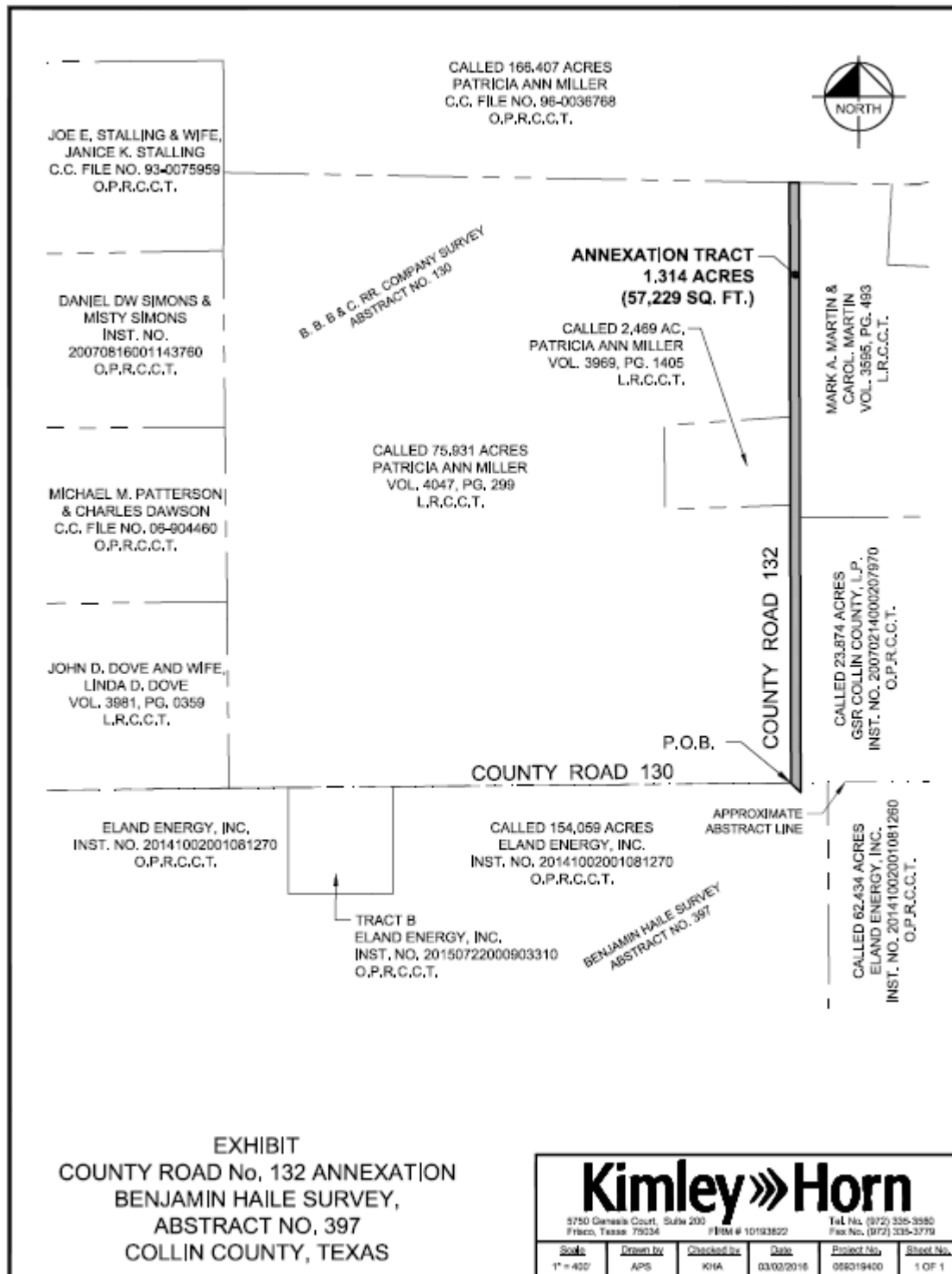
EXHIBIT "J"
Property Description
CR 131



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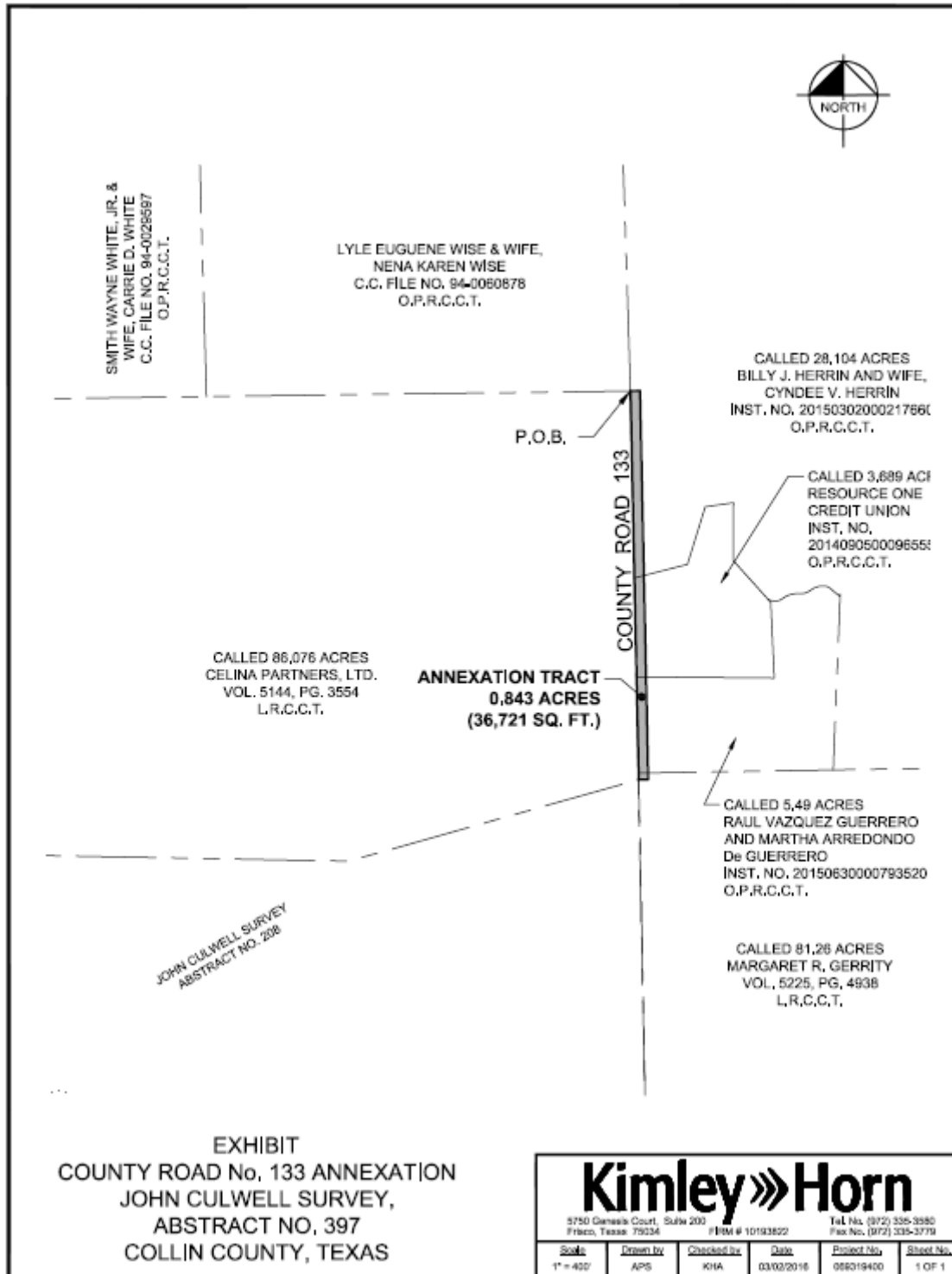
Attachment: O'Donnell ROW Annexation Ordinance (1604 : O'Donnell Rights-of-Way Annexation Ordinance)

EXHIBIT "K"
Property Description
CR 132



Attachment: O'Donnell ROW Annexation Ordinance (1604 : O'Donnell Rights-of-Way Annexation Ordinance)

EXHIBIT "L"
Property Description
CR 133



Attachment: O'Donnell ROW Annexation Ordinance (1604 : O'Donnell Rights-of-Way Annexation Ordinance)

**Exhibit “M”
Service Plan**

A) SERVICE PLAN GENERALLY

- 1) This service plan has been prepared in accordance with the Texas Local Government Code (“LGC”), Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).
- 2) For purposes of this service plan, to “provide” services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

- 1) Police Protection
 - a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
 - i) Normal patrol and responses;
 - ii) Handling of complaints and incident reports;
 - iii) Special units, such as traffic enforcement and investigations; and
 - iv) Coordination with other public safety support agencies.
 - b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.
 - c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.
- 2) Fire Protection
 - a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
 - i) Fire suppression and rescue;
 - ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
 - iii) Hazardous materials response and mitigation;
 - iv) Emergency prevention and public education efforts;
 - v) Technical rescue response; and
 - vi) Constriction Plan Review and required inspections.
 - b) Fire protection from the City of Celina shall be provided to the annexed area at a level

consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

- c) As development commences in these areas, sufficient, fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.
 - d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.
- 3) Emergency Medical Services
- a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
 - i) Emergency medical dispatch and pre-arrival First Aid instructions;
 - ii) Pre-hospital emergency Advanced Life Support (ALS) response; and transport; and
 - iii) Medical rescue services.
 - b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
 - c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas.
 - d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

- 1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

- 1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.
- 2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.
- 3) Operation and maintenance of wastewater facilities in the annexed area that are within the

certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

- 1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by city ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.
- 2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization and population density of the area.
- 3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

- 1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.
- 2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.
- 3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.
- 4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.
- 5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

- 1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the

annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

- 2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will be continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.
- 3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.
- 4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.
- 5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

- 1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

- 1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.
- 2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

- 1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

- 1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

- 1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

- 2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at <http://www.franklinlegal.net/codes.html>.

M) TERM

- 1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

- 1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Planner
CC: Mike Foreman, City Manager
Date: May 31, 2016
Re: Ownsby Development Agreement

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and take action regarding a Development Agreement for Ownsby Farms, being a ±113.548 acre tract of land located in the Collin County School Land Survey #14, Abstract No. 167 Celina, Texas. The property is generally located west of SH 289 (Preston Road), north of Frontier Parkway (FM 1461), south and east of CR 53. (Ownsby Farms) Liebman

Background Information:

Staff and the applicant have reached an understanding of the terms of the proposed development agreement. Our consultants are working on revising the draft development agreement to reflect the agreed upon terms. The revised document was not available at the time of publication.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City's Land Use Attorney has assisted staff throughout the development agreement negotiations.

Supporting Documents:

N/A

Staff Recommendation:

Staff recommends approval as revised by the City's legal and financial consultants.



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Brooks Wilson, Senior Planner
 CC: Mike Foreman, City Manager
 Date: May 31, 2016
 Re: Parks at Wilson Creek Memorandum of Understanding

Action Requested:

Consider and act on a Memorandum of Understanding (MOU) by and between The Parks at Wilson Creek, LP and the City of Celina regarding the financing of infrastructure in support of the development. The Parks at Wilson Creek is an approximately 669.95 acre tract of land situated in the Mary Howell Survey, Abstract No. 395, the Charles Rice Survey, Abstract No. 771, the J.B. Wilmeth Surveys, Abstracts No. 983 and No. 985, the Levin Routh Survey, Abstract No. 779 and the Samuel Queen Survey, Abstract No. 731, Collin County, Texas and generally located east of Preston Road, on the north and south sides of Sunset Boulevard, north of the future alignment of the Collin County Outer Loop, and west of FM 2478 (Custer Road). (Parks at Wilson Creek MOU) (Liebman)

Background Information:

The applicant, The Parks at Wilson Creek LP, has requested the City Council consider and act on a Memorandum of Understanding (MOU) for the financing, design and construction of off-site infrastructure to facilitate the development of The Parks at Wilson Creek.

Legal Obligations and Review:

The documents are under review by the City's land use attorney.

Supporting Document:

Proposed Development Agreement

Public Notifications:

N/A

Board/Committee Recommendation:

N/A

Staff Recommendation:

Staff recommends approval of the Memorandum of Understanding (MOU) for The Parks at Wilson Creek.

Staff Recommendation:

Staff recommends approval.



142 N. Ohio Drive • Celina, Texas 75009 • Phone 972.382.2682 • Fax 972.382.3736

May 31, 2016

The Parks at Wilson Creek, L.P.
8750 N. Central Expressway, Suite 1735
Dallas, Texas 75231
Attention: Charles Wilson and Jim Melino

Re: Memorandum of Understanding (“MOU”) regarding design costs for Sunset Boulevard between City of Celina (the “City”) and The Parks at Wilson Creek, L.P. (“Company”)

Dear Sirs:

This MOU is met to reduce the intent of the parties to writing regarding the costs of design of Sunset Boulevard from Preston Road to Custer Road, which will improve access to the development known as The Parks at Wilson Creek and governed by the Amended and Restated Development Agreement dated September 8, 2015 (“Development Agreement”).

The Development Agreement allows for a Tax Increment Reinvestment Zone (“TIRZ”) to be created over the property subject to the Development Agreement. The City intends to allow all reasonable and actual design costs incurred by Company for the design of Sunset Blvd. to be included in the TIRZ project and financing plan as an eligible TIRZ project subject to reimbursement from the TIRZ if the City creates a TIRZ.

This MOU may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Sincerely,

Sean Terry, Mayor of Celina

AGREED AND ACCEPTED:

THE PARKS AT WILSON CREEK, L.P.

A Texas limited partnership

By: The Parks at Wilson Creek GP, LLC,
A Texas limited liability company,
Its General Partner

By: _____
James J. Melino, Manager

Attachment: Parks at Wilson Creek MOU for Sunset Boulevard (1606 : Parks at Wilson Creek Memorandum of Understanding)



Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jay Toutounchian, Finance Director
CC: Mike Foreman, City Manager
Date: May 31, 2016
Re: Certificates of Obligation 2016

Action Requested:

Consider and act upon all matters incident and related to issuing certificates of obligation including a resolution authorizing the publication of a Notice of Intent to issue Certificates of Obligation, Series 2016. (Sabonis)

Background Information:

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Staff Recommendation: