



**NOTICE OF
CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS 112 N. COLORADO ST., CELINA, TX 75009
Tuesday, April 10, 2018 AT 5:00 PM**

AGENDA

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

- A. Presentation of the 2017 Police Department Annual Report (Griggs)
- B. Discussion regarding any and/or all agenda items.

III. EXECUTIVE SESSION:

The Celina City Council will convene into Executive Session pursuant to Texas Government Code 551.071, Consultation with Attorney, on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this Chapter and Texas Government Code 551.087, Deliberation Regarding Economic Development Negotiation.

- A. Discussion regarding the offer of financial incentives to Keller Williams Realty. (Laumer)
- B. Discussion regarding potential economic development agreements. (Laumer)

Reconvene Into Open Session

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

IV. PLEDGE OF ALLEGIANCE/INVOCATION:

V. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

- A. Proclamation of April as Fair Housing month (Brawner)

VI. OPEN FORUM:

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

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

- VII. CONSENT AGENDA:** Items are considered self-explanatory and will be enacted with one motion. No separate discussion of these items will occur unless so requested by at least one member of the City Council.
- A. Minutes Approval:
1. City Council - Regular Meeting - Mar 13, 2018 5:00 PM
 2. City Council - Special Meeting - Mar 23, 2018 3:00 PM
- B. Consider and act to authorize the City Manager to negotiate and execute an agreement by and between the City of Celina and Blais & Associates to provide grant management services for the City. (Laumer)
- C. Consider and act to authorize the City Manager to execute Amendment #1 to the Mustang Lakes Development Agreement. (Laumer)
- D. Consider and act to authorize the City Manager to negotiate and execute an agreement by and between the City of Celina and Willdan Financial Services/Economists.com to provide a water and wastewater rate analysis and long-term financial plan for the City. (Laumer)
- E. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and DC Ranch Homeowner's Association regarding street lighting installation and maintenance and cost reimbursement. (Laumer)
- F. Consider and act upon a petition from JDG Land Holding for the voluntary annexation of an approximately 4.70 acre tract of land situated in the Preston 450 Addition, Lot 42, Collin County, Texas and set two public hearing dates on May 8, 2018 at 5:00 p.m. and on June 12, 2018 at 5:00 p.m. at 112 N. Colorado Street, Celina, TX 75009. The property is generally located on the west side of Preston Road, approximately 300 feet north of Mark Alexander. (GG&S Annexation) (Rodriguez)
- G. Consider and act upon a Final Plat for Light Farms Elementary School #2, being an 11.0 acre tract of land, and rights-of-way for Bridgewater Blvd. and Montgomery Lane, being ±4.27 acre tract of land of land, both tracts situated in the John Ragsdale Survey, Abstract No. 734, City of Celina, Collin County, Texas. The property is generally located west of Prairie Crossing, south of Light Farms Way, east of Dallas Parkway and north of Frontier Parkway, and containing 1 school lots. (Light Farms Elementary School #2, Bridgewater Blvd. and Montgomery Lane Final Plat) (Jackson)
- H. Consider and act to authorize the City Manager to negotiate and execute a contract by and between the City of Celina and Ideation, LLC. for Planning Consultant services regarding a Downtown Plan. (Jackson)
- I. Consider and act to authorize the City Manager to negotiate and execute an interlocal agreement by and among the City of Celina and the Town of Prosper and Collin County for construction of Frontier Parkway from Preston Road to Dallas North Tollway. (Brawner)
- J. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2018 (The Columns Public Improvement District Project) and approving and authorizing related agreements. (The Columns PID Bonds) (DeBuff)

- K. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, accepting and approving a Service and Assessment Plan and Assessment Roll for The Columns Public Improvement District; making a finding of Special Benefit to the property in the District, levying special assessments against property within the District and establishing a lien on such property; providing for the method of assessment and the payment of the Assessments, in accordance with Chapter 372, Texas Local Government Code, as amended; and providing penalties and interest on delinquent assessments. (The Columns SAP & Levy) (DeBuff)
- L. Consider and act upon an ordinance granting to Atmos Energy Corporation, a Texas and Virginia Corporation, its successors and assigns, a franchise to construct, maintain, and operate pipelines and equipment in the City of Celina, Collin County, Texas, for the transportation, delivery, sale, and distribution of gas in, out of, and through said City for all purposes; providing for the payment of a fee or charge for the use of the public rights-of-ways; and providing that such fee shall be in lieu of other fees and charges, excepting ad valorem taxes; and repealing all previous gas franchise ordinances. (Atmos Franchise) (DeBuff)
- M. Consider and act upon authorizing and executing an Interlocal Purchasing Agreement by and between the City of Celina and Collin County for services related to road improvements. (Fourmentin)
- N. Consider and act to authorize the City Manager to negotiate and execute a lease agreement by and between the City of Celina and New Cingular Wireless PCS, LLC located at the Light Farms elevated storage tower. (Fourmentin)
- O. Consider and act upon an ordinance amending the City's Code of Ordinances, Appendix A, Fee Schedule, to adopt revised fees for building permits and inspections, water deposits and miscellaneous development abatement fees. (Hernandez)
- P. Consider and act upon a resolution authorizing continued participation with the steering committee of cities served by Oncor; and authorizing the payment of 11 cents per capita to the steering committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC. (Toutouchian)

VIII. PUBLIC HEARING/ACTION:

- A. The Celina City Council will conduct a public hearing to consider testimony regarding the proposed assessments to be levied against the assessable property within The Columns Public Improvement District (PID) and a final Service and Assessment Plan, pursuant to the provisions of Chapter 372 of the Texas Local Government Code. The property is a ±48.784 acre tract of land situated in the John Ragsdale Survey, Abstract No. 734, City of Celina, Collin County, Texas and being a portion of those tracts of land conveyed to Lucas Celina 209, LTD, Collin County, Texas, and is generally located south of County Road 51, north of Punk Carter Parkway, east of Dallas Parkway, and west of Light Farms Way. (The Columns) (DeBuff)

- B. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance amending Ordinance No. 2006-57, as heretofore amended, the same being the Comprehensive Zoning Ordinance, and amending the official zoning map of the City by designating the zoning an approximately 244.136 acre tract of land, situated in the Shelby Glass Survey, Abstract No. 346 and the J. Calhill Survey, Abstract No. 171, Collin County, Texas, from PD-65, Planned Development No. 65 zoning district to PD-65, Planned Development No. 65 zoning district to amend certain development standards. The tract is located north of Ownsby Parkway and east of Carter Ranch. (Bluewood - PD-65) (Jackson)
- C. The Celina City Council will conduct a public hearing to consider testimony on the proposed voluntary annexation of a tract of land located within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas, more particularly described as a 10.346 acres situated in the M.L. Ousley, J.C. Floyd, and the J.M Floyd Survey, Abstract No. 1053, Collin County, Texas, and generally located west of Business 289 (N. Louisiana Street) and approximately 740 feet north of County Road 95. (Celina 10 Industrial Park) (Rodriguez)
- D. Conduct a public hearing to consider testimony and act upon a residential replat for Lots 19A & 19B of Preston Park Estates, Phase II being an approximately 8.64 acre tract of land, situated in the B.E. Blackwell Survey, Abstract No. 1073, Collin County, Texas, City of Celina ETJ. The property is generally located west of CR 132, south and east of CR 106, and north of CR 102 (Preston Park Estates Phase 2 Replat) (Rodriguez)

IX. ACTION ITEM:

X. ADJOURNMENT:

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

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

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

Date Notice Removed



Police Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Tony Griggs, Chief
CC: Jason Laumer, City Manager
Date: April 10, 2018
Re: Summary presentation of the Police Department's 2017 Annual Report.

Action Requested:

Presentation of the 2017 Police Department Annual Report (Griggs)

Background Information:

Summary presentation of the Police Department's 2017 Annual Report.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

N/A

Staff Recommendation:



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Catherine Oduro, Engineer
CC: Vicki Faulkner, City Secretary
Date: April 10, 2018
Re: Fair Housing Month Proclamation

Action Requested:

Proclamation of April as Fair Housing month (Brawner)

Background Information:

As part of the City's 2016 Texas Community Development Block Grant (TxCDBG) award in the amount of \$275,000.00 and a City contribution of \$165,898.00 to be used for downtown water improvements, the City of Celina must provide an opportunity for all Americans to recognize that the principle of fair housing is not only national law and policy but a fundamental human concept and entitlement for all Americans which can only be accomplished with their help and cooperation by proclaiming April as Fair Housing month.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

See attached

Staff Recommendation:

Review and Sign

FAIR HOUSING MONTH PROCLAMATION PROCLAMATION OF APRIL AS FAIR HOUSING MONTH

WHEREAS Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS The National Fair Housing Law, during the month of April provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

NOW, THEREFORE, WE, the City of Celina, do proclaim April as Fair Housing Month in the City of Celina and do hereby urge all the citizens of this locality to become aware of and support the Fair Housing law.

IN WITNESS WHEREOF we have affixed our signatures and seal on this the ____ day of April 2018.

Attest:

Sean Terry, Mayor

Vicki Faulkner, City Secretary

Attachment: FH Month Proc - Celina (TxCDBG Fair Housing Proclamation)

Fair Housing Public Service Announcement
Public Service Announcement:
Fair Housing, It's the Law

To promote fair housing practices, the City of Celina encourages potential homeowners and renters to be aware of their rights under the National Fair Housing Law.

Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination against any person on the basis of race, color, religion, sex, disability, familial status or national origin in the sale or rental of units in the housing market.

For more information on fair housing or to report possible fair housing discrimination, call the Texas Workforce Commission at (888) 452-4778 or (512) 463-2642 TTY: 512-371-7473.

Feria Vivienda Servicio Público Anuncio
Anuncio de Servicio Público:
Prácticas de Equidad de Vivienda, que la Ley

Para promover la Feria de la vivienda, la Ciudad de Celina anima potenciales propietarios e inquilinos para ser conscientes de sus derechos bajo la ley de vivienda justa nacional.

Título VIII de la ley de derechos civiles de 1968, según enmendada, prohíbe la discriminación contra cualquier persona sobre la base de raza, color, religión, sexo, discapacidad, condición familiar o origen nacional en la venta o alquiler de unidades en el mercado inmobiliario.

Para más información sobre equidad de vivienda o a la discriminación de vivienda justa posible informe, llame a la Comisión Laboral de Texas al TTY (888) 452-4778 o (512) 463-2642: 512-371-7473.



**NOTICE OF
CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS 112 N. COLORADO ST., CELINA, TX 75009
Tuesday, March 13, 2018 AT 5:00 PM**

MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

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

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

II. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. New employee introductions. (Johnson, Jackson, Metdker)

Director of Engineering Gabe Johnson introduced Engineer Kim Brawner and Construction Inspector Steven Pierce. Director of Development Services Alexis Jackson introduced Development Coordinator Barbara Hoskins, Building Official Cruz Hernandez and GIS Manager Ogi Colakovik. Fire Chief Mark Metdker introduced Paramedic/Firefighter Josh Davenport.

B. Fiscal 2016-2017 Audit. (Toutouchian)

Director of Finance Jay Toutouchian introduced Auditor Tommy Nelson who presented the audit to City Council.

C. Discussion regarding use of city logo. (Matehuala)

Community Relations Manager Jessica Matehuala discussed potential use of city logo policies.

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

No other items were discussed.

III. EXECUTIVE SESSION:

City Council convened into Executive Session at 5:24 p.m. with City Attorneys Lance Vanzant and Julie Fort, Financial Advisor Jason Hughes and City Manager Jason Laumer.

Minutes Acceptance: Minutes of Mar 13, 2018 5:00 PM (Minutes Approval)

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

- A. Discussion regarding pending Public Improvement District (PID) agreements/policies. (Chalk Hill/The Columns)

Reconvene Into Open Session

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

City Council reconvened into open session at 6:00 p.m. No action was taken.

IV. PLEDGE OF ALLEGIANCE/INVOCATION:

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

V. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

VI. OPEN FORUM:

No public comment was received.

VII. CONSENT AGENDA:

Mayor Terry recused him at 6:01 p.m. and asked Councilwoman Koehne to call Public Hearing/Action item A before the consent agenda. Councilwoman Koehne asked for Consent Agenda item B to be pulled and called for a vote on the consent agenda. Mayor Terry returned at 6:04 p.m. for the discussion on item B. No action was taken on item B.

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

- A. Minutes Approval:

1. City Council - Regular Meeting - Feb 13, 2018 5:00 PM

- B. Item B was moved to Items Moved From Consent Agenda

- C. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, approving a tariff authorizing an annual rate review mechanism ("RRM") as a substitution for the annual interim rate adjustment process defined by Section 104.301 of the Texas Utilities Code, and as negotiated between Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company") and the Steering Committee of Cities served by Atmos; requiring the company to reimburse cities' reasonable ratemaking expenses. (DeBuff)

(2018-06)

Minutes Acceptance: Minutes of Mar 13, 2018 5:00 PM (Minutes Approval)

- D. Consider and act upon an ordinance of the City Council of Celina, Texas, amending the City's Code of Ordinances; Chapter 12 Traffic and Vehicles; to add a new Section 12.07 Use of Portable Electronic Devices Prohibited; providing a penalty beginning at \$100.00 for first offense, \$200.00 for second offense and \$500.00 for third and subsequent offenses. (DeBuff)

(2018-07)

- E. Consider and act upon a resolution of the City of Celina, Texas approving and authorizing the Mayor Pro Tem to execute Creeks of Legacy Public Improvement District Phase #2 Improvements Construction, Funding and Acquisition Agreement by and among the City of Celina and CTMGT Frontier 80, LLC, CADG Creeks of Legacy West, LLC, and CADG Creeks of Legacy Stonegate, LLC. (DeBuff)

(2018-06R)

- F. Consider and act upon a resolution of the City of Celina, Texas approving and authorizing the Mayor Pro Tem to execute Creeks of Legacy Public Improvement District Phase #2 Improvements Reimbursement Agreement by and among the City of Celina and CTMGT Frontier 80, LLC, CADG Creeks of Legacy West, LLC, and CADG Creeks of Legacy Stonegate, LLC. (DeBuff)

(2018-07R)

- G. Consider and act to authorize the city manager to negotiate and execute an agreement by and between the City of Celina and Pointe Buffalo Ridge, LLC, regarding impact fees and infrastructure. (DeBuff)

- H. Consider and act upon a resolution of the City Council of the City of Celina, Texas, setting forth its support for the FM 1385 Task Force from US 380 to FM 428. (Johnson)

(2018-08R)

- I. Consider and act upon a copyright license agreement by and between Celina Masonic Lodge #919 and the City of Celina. (Matehuala)

- J. Consider and act upon approval of a second amendment to an Interlocal Agreement for the facility construction and use of an animal shelter in Collin County. (Toutouchian)

- K. Consider and act upon a resolution from GBT Celina 10 LLC for the voluntary annexation and statement of services to be provided upon annexation on an approximately 10.346 acre tract of land situated in the M.L. Ousley, J.C. Floyd, and J.M. Floyd Survey, Abstract No. 1053, Collin County, Texas and set two public hearing dates on April 10, 2018 at 5:00 p.m. and on May 8, 2018 at 5:00 p.m. at 112 N. Colorado St., Celina, TX 75009. The property is generally located north of CR 95, west of Business 289, and south of CR 994. (Celina 10 Annexation) (Rodriguez)

(2018-09R)

ITEMS MOVED FROM CONSENT AGENDA:

Consider and act to authorize the City Manager to negotiate and execute a lease agreement by and between the City of Celina and New Cingular Wireless PCS, LLC located at the Light Farms elevated storage tower. (Fourmentin)

Minutes Acceptance: Minutes of Mar 13, 2018 5:00 PM (Minutes Approval)

RESULT: NO ACTION

VIII. PUBLIC HEARING/ACTION:

- A. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance of the City Council of the City of Celina accepting and approving an updated service and assessment plan and Phase #2 Assessment roll for the Creeks of Legacy Public Improvement District; making a finding of special benefit to the property in the district; levying special assessments against property within the District and establishing a lien on such property; providing for payment of the assessments in accordance with Chapter 372, Texas Local Government Code, as amended; providing for the method of assessment and the payment of the assessments, providing penalties and interest on delinquent assessments. (DeBuff)

(2018-08) Councilwoman Koehne opened the hearing at 6:03 p.m. No public comment was received. The hearing was closed at 6:03 p.m.

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

- B. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance amending Ordinance No. 2006-57, as heretofore amended, the same being the Comprehensive Zoning Ordinance, and amending the official zoning map of the City by designating the zoning of an approximately 1.3 acre tract of land, situated in the Estates on Preston Lake Phase II, Lot 1, from a C-1, Retail zoning district and PRO, Preston Road Overlay, to a C-1/CUP, Retail zoning district with a Conditional Use Permit and PRO, Preston Road Overlay, for a sporting goods store. The property is generally located at 701 N. Preston, Suite 310 on the northeast corner of Preston Road and Founders Lane. (RHA Ventures LLC Conditional Use Permit) (Jackson)

(2018-09) Mayor Terry opened the hearing at 6:06 p.m. No public comment was received. The hearing was closed at 6:09 p.m.

RESULT: APPROVED [UNANIMOUS]
MOVER: Bill Webber, Place 1
SECONDER: Andy Hopkins, Place 3
AYES: Koehne, Hopkins, Webber, Roberts
ABSENT: Anderson, Nabors

- C. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance amending Ordinance No. 2006-57, as heretofore amended, the same being the Comprehensive Zoning Ordinance, and amending the official zoning map of the City by designating the zoning an approximately 2.112 acre tract of land, situated in the L. Lewis Survey, Abstract No. 532, Collin County, Texas, from AG, Agricultural zoning district to PD, Planned Development No. 85 zoning district and PRO, Preston Road Overlay. The tract is located east of Preston Road and on the south side of Ownsby Parkway. (Moore PD-85) (Jackson)

(2018-10) Mayor Terry opened the hearing at 6:09 p.m. Councilwoman Koehne asked what the additional space was for. R L Samuelson, Engineer for the future developer said it would be for commercial development and additional parking.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Andy Hopkins, Place 3
SECONDER: Bill Webber, Place 1
AYES: Koehne, Hopkins, Webber, Roberts
ABSENT: Anderson, Nabors

D. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance amending Ordinance No. 2006-57, as heretofore amended, the same being the Comprehensive Zoning Ordinance, Chapter 14: Zoning, Article 14.03.009 PRO, Preston Road Overlay District. (PRO District Amendments) (Jackson)

(2018-11)

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

IX. ACTION ITEM:

A. Consider and act upon approval of the 2016-2017 Fiscal Year Audit. (Toutouchian)

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

X. ADJOURNMENT:

There being no further comment Mayor Terry adjourned the meeting at 6:17 p.m.

 Sean Terry, Mayor

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

 Date Minutes Approved

Minutes Acceptance: Minutes of Mar 13, 2018 5:00 PM (Minutes Approval)



**NOTICE OF
CITY COUNCIL SPECIAL MEETING
CITY HALL CONFERENCE ROOM 142 N. OHIO DRIVE, CELINA, TX 75009
Friday, March 23, 2018 AT 3:00 PM**

MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

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

Mayor Terry called the meeting to order at 3:00 p.m.

II. PUBLIC HEARING:

1. The Celina City Council will conduct a public hearing to consider testimony regarding the proposed assessments to be levied against the assessable property within The Columns Public Improvement District (PID), pursuant to the provisions of Chapter 372 of the Texas Local Government Code. The property is a ±48.784 acre tract of land situated in the John Ragsdale Survey, Abstract No. 734, City of Celina, Collin County, Texas and being a portion of those tracts of land conveyed to Lucas Celina 209, LTD, Collin County, Texas, and is generally located south of County Road 51, north of Punk Carter Parkway, east of Dallas Parkway, and west of Light Farms Way. (The Columns) (DeBuff)

Mayor Terry recused himself at this time for the public hearing items and the consent agenda due to a conflict of interest. Mayor Pro Tem Anderson opened the hearing at 3:01 p.m. and announced that it would be continued until the regular April 10, 2018, regular meeting. No public comment was received.

2. The Celina City Council will conduct a public hearing on the proposed assessments to be levied against the assessable property within the Chalk Hill Public Improvement District No. 2 (PID) and a final Service and Assessment Plan, pursuant to the provisions of Chapter 372 of the Texas Local Government Code. (Chalk Hill) (DeBuff)

Mayor Pro Tem Anderson opened the hearing at 3:03 p.m. Robert Miklos (representing Chalk Hill) of 1800 Valley View Lane, Farmers Branch, Texas, stated that he was in favor of the assessments. No other comments were received. The hearing was closed 3:04 p.m.

III. CONSENT AGENDA:

Minutes Acceptance: Minutes of Mar 23, 2018 3:00 PM (Minutes Approval)

Councilman Webber asked to discuss items 1 through 4 regarding the PIDs and the 2.6 to 1 (value to lien ratio) previously agreed upon. Kirk Wilson (representing Chalk Hill) explained the change to a 2 to 1 (value to lien ratio) is due to financial circumstances. Jason Hughes Financial Advisor, gave note that historically Celina hasn't done this low of a ratio.

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

1. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, accepting and approving a Service and Assessment Plan and Assessment and Phase #1 Assessment Roll for the Chalk Hill Public Improvement District No. 2; making a finding of Special Benefit to the property in the District, levying special assessments against property within the District and establishing a lien on such property; providing for the method of assessment and the payment of the Phase #1 Assessments, in accordance with Chapter 372, Texas Local Government Code, as amended; and providing penalties and interest on delinquent assessments. (Chalk Hill Ph 1 SAP) (DeBuff)

(2018-12)

2. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2018 (Chalk Hill Public Improvement District No. 2 Phase #1 Project) and approving and authorizing related agreements. (Chalk Hill Ph 1 PID Bonds) (DeBuff)

(2018-13)

3. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, accepting and approving a Service and Assessment Plan and Assessment and Phases #2 – 3 Major Improvement Assessment Roll for the Chalk Hill Public Improvement District No. 2; making a finding of Special Benefit to the property in the District, levying special assessments against property within the District and establishing a lien on such property; providing for the method of assessment and the payment of the Phases #2 – 3 Assessments, in accordance with Chapter 372, Texas Local Government Code, as amended; and providing penalties and interest on delinquent assessments. (Chalk Hill Ph 2-3 SAP) (DeBuff)

(2018-14)

4. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2018 (Chalk Hill Public Improvement District No. 2 Phases #2 – 3 Major Improvement Project) and approving and authorizing related agreements. (Chalk Hill Ph 2-3 PID Bonds) (DeBuff)

(2018-15)

5. Consider and act upon an ordinance of the City of Celina, Texas, rescinding, revoking and declaring as void ab initio contracts with the City if all parties have not signed and returned signatures to the City within 180 days from the date of City Council action; providing for a cumulative repealer clause; providing for severability; providing for engrossment and enrollment; and providing for an effective date of March 23, 2018.

Minutes Acceptance: Minutes of Mar 23, 2018 3:00 PM (Minutes Approval)

(2018-16)

IV. ACTION:

Mayor Terry returned to the meeting at this time.

1. Consider and act upon the approval of a Chapter 43 Pre-Annexation Development Agreement for the Overlook at Wilson Creek, a Single Family Residential Development on an approximately 61.035 acre tract of land situated in the Mckinzie Wilhite Survey, Abstract 1008 & 1009. The property is generally located east of County Road 86, North of County Road 83, South of Choate Parkway and west of FM 2478; (Overlook at Wilson Creek)

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

V. WORKSHOP:

1. Discussion regarding street signs. (Brawner)
Shortening the city logo for lighted street signs was discussed.
2. Discussion regarding fire station location, land, construction, and police facilities. (Metdker)
Options for temporary buildings were discussed.
3. Discussion regarding downtown changes. (Jackson)
Abra Nusser presented results of the recent community survey.
4. Discussion regarding temporary parking. (Jackson)
City Council discussed the potential to allow temporary parking for commercial or church use.
5. Discussion regarding Cambridge Crossing and Parks at Wilson Creek Developments. (Laumer)
City Manager Laumer discussed re-working the current developer agreements.
6. Discussion regarding hours of operation. (Laumer)
A possible change of hours of operation for city hall was discussed.
7. Discussion regarding annexation policy. (Laumer)
The city manager will work on this policy.
8. Discussion regarding senior tax freeze. (Laumer)
A discussion was held regarding a potential tax freeze versus a higher tax exemption.
9. Discussion regarding Public Improvement District (PID) and Tax Increment Reinvestment Zone (TIRZ) policies. (Laumer)
The City Manager will work on these policies

Minutes Acceptance: Minutes of Mar 23, 2018 3:00 PM (Minutes Approval)

VI. ADJOURNMENT:

There being no further comment Mayor Terry adjourned the meeting at 4:59 p.m.

Sean Terry, Mayor

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

Date Minutes Approved

Minutes Acceptance: Minutes of Mar 23, 2018 3:00 PM (Minutes Approval)



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Paul DeBuff, Assistant to the City Manager
 CC: Jason Laumer, City Manager
 Date: April 10, 2018
 Re: Grant Management Agreement

Action Requested:

Consider and act to authorize the City Manager to negotiate and execute an agreement by and between the City of Celina and Blais & Associates to provide grant management services for the City. (Laumer)

Background Information:

Blais & Associates is a professional grant management firm that works almost exclusively with local municipal clients. B&A has a strong record of success, winning over 80% of the applications developed since 2014, translating to nearly \$57 million in funding for clients.

B&A provides several services, including grant strategy/needs assessment, continual grant research, grant application development, and grant administration.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Estimated costs total through remainder of Fiscal year 2017-18:

- Needs assessment: \$5,700
 - Grant monitoring: \$21,600
 - Estimated 3 grant applications at \$7,500 each: \$22,500
- TOTAL: \$44,100

Estimated costs, Fiscal year 2018-19:

- Grant monitoring: \$21,600
 - Estimated 5 grant applications at \$7,500 each: \$37,500
- TOTAL: \$59,100

Costs will be paid from General Fund.

Legal Review:

N/A

Supporting Documents:

- Blais & Associates Grant Management engagement letter

Staff Recommendation:

Staff recommends approval.

March 14, 2018

Mr. Jason Laumer
 City of Celina
 142 North Ohio Street
 Celina, TX 75009

Subject: Blais & Associates Proposal for the Provision of Grant Services to the City of Celina
Revised to adjust the proposal to a Not-to-Exceed proposal and to add signature block.

Dear Mr. Laumer:

It was a pleasure to discuss potential grant services to the City of Celina. I know you are very familiar with our services, our delivery process, and our success. Per our discussion, please find this proposal describing the delivery of grant related services to the City. We appreciate the continued confidence you have placed in Blais & Associates, Inc. (B&A) and look forward to working with the City in developing a comprehensive citywide grant program. It is important to note that B&A provides services on a cafeteria basis that can be tailored to meet the needs of the City. This means the City will never pay for unneeded services.

B&A is a professional grant management firm that works almost exclusively with local municipal clients. B&A has a strong record of success, winning over 80% of the applications we developed since 2014. This success translated into nearly \$57 million in funding for our clients. We are proud to note that our clients experience a return on investment of anywhere between \$20 and \$75. B&A proposes to provide services to the City including:

- A comprehensive grant strategy / Needs Assessment;
- Grant research and Fact Sheet distribution;
- Monthly Grant Activity Report (GAR) calls and on-demand "go" / "no go" consultation; (to ensure an efficient grant program, B&A recommends a monthly grant conference call and maintaining a current Grant Activity Report);

Mr. Jason Laumer
City of Celina

Blais & Associates
professional grant management

- Develop grant applications (task order basis); and
- Grant administration, as requested.

The above activities are consistent with our business model and "best practices" and we are confident we will be successful for the City in the long-term. B&A provides services on a "fee-for-service" basis and we bill in 15-minute increments. We do not employ a retainer service. You will only pay for actual time spent and minor direct expenses (e.g. copies, express mail delivery, etc.). This pricing method ensures that you are not spending resources when the grant season is "slow" or when you need less technical assistance, etc., and provides you with long-term savings and control over your grant program.

When the City is interested in pursuing a grant application, we will develop a not-to-exceed quote that details all activities we will perform and the hours necessary for our staff to complete the assignment as independently as possible but with support for areas that clearly need staff input, etc. After everyone is in agreement with the estimate, the City will provide a notice to proceed, which gives us permission to begin working with your staff and developing a competitive grant application. We develop applications as turnkey as possible. That is, we work hard not to create more work for your staff. We will collect, research, and compile as much information as independently as possible allowing your staff to focus on their day-to-day work.

For budgeting purposes, this proposal reflects a 12-month period, but can adjusted as necessary utilizing the estimated monthly estimates. The attached proposal estimates that the City will expend a one-time charge or the Needs Assessment (two quotes are included in the transmittal e-mail) and up to \$19,200 annually for the Grant Monitoring/Consultation. It is our understanding that the City will make a project-by-project determination on developing grant applications and B&A will provide a not-to-exceed quote. The attached proposal provides additional details, proposed rates will not be exceeded without express written approval from the City of Celina City Manager or his designee.

Attachment: L-Celina Proposal for Grant Services 03-14-2018 R1 (Grant Management Agreement)

Mr. Jason Laumer
City of Celina

Blais & Associates
professional grant management

We look forward to working with you and the City of Celina and we will work hard to bring funding to key projects. Should you have any questions about the proposal, please do not hesitate to contact me at (469) 579-5905. I look forward to your feedback.

Sincerely,



Neil C. Blais
President and CEO

Proposal Acceptance:

Mr. Jason Laumer, City Manager
City of Celina

Attachment: L-Celina Proposal for Grant Services 03-14-2018 R1 (Grant Management Agreement)

Proposal for Grant Related Services 12 Month Program

- **Needs Assessment.** Scope of work includes meeting with key Celina staff and indentifying project needs and goals for the City. B&A will review the City's CIP, and obtain other relevant information to create a matrix of projects and goals. B&A will also review the list of historic grants awarded to the City. Project and program needs will be aligned with grant programs at all levels: federal, state, regional, and not-for-profit foundations. B&A will use the Needs Assessment to guide research and discussions with staff. Typically the Needs Assessment costs about **\$5,700** including direct costs such as travel for our staff to City Hall.
- **Grant Monitoring/Fact Sheet Distribution/Monthly Grant Call.** B&A will provide monitoring services for all applicable federal, state, regional, and non-profit (project specific) grant funding opportunities and we will alert staff when an announcement is released. This effort includes notification of open grant solicitations utilizing Fact Sheets (provided in our SOQ document), coordination with City staff regarding the "go" or "no-go" decision, and responding to questions from staff. B&A will maintain a Grant Activity Report (GAR) and will provide monthly grant coordination conference calls. The GAR allows you, the City Manager, to keep the City Council appraised of grant activities and ensures that everyone is aware of the cost and benefit of the program. Typically, the research effort is approximately 7-10 hours per month (\$1,000 or less) (as part of the research pool) plus an additional 6-8 hours per month (\$800 or less) in consultation, coordination, and staff support depending on needs. **Monthly research cost will run between \$1,300 and \$1,800 or a total of between \$15,600 and \$21,600 annually.**
- **Grant Writing (Task Order Basis).** Providing a budget estimate for the grant development is difficult as it depends greatly on the availability of applicable grant programs, status and availability of competitive projects, and the determination of the grant agencies themselves. This budget is for discussion and planning purposes, B&A will provide not-to-exceed quotes for each grant application the City is interested in pursuing. Once the quote has been approved, B&A will follow our standard process, which the City has experienced. This includes the development of a Checklist and Timeline outlining the roles and responsibilities for each party, turnkey development of narrative, budget, and other figures. B&A will

Mr. Jason Laumer
City of Celina

Blais & Associates
professional grant management

develop an 80% draft application for technical review (scope of work, budget, and other key information). B&A will adjust the application based on the City's review of the 80% draft and will complete development of a final application. City staff will review the final draft for comments and provide approval to submit. B&A will submit the applications, on-time, and in accordance with the program guidelines.

Based on our experience with cities of similar size, development, and services, we anticipate that Celina may pursue approximately five (5) grant applications averaging about \$7,500 in development cost per application. Using this estimate, B&A recommends a budget of approximately **\$37,500 total**. *It is important to note that B&A will only charge as grants are developed.* This budget is an estimate for the City's budgeting purposes only and may not reflect the final level of effort.

- **Grant Management (as requested).** B&A can assist with the management of grants following an award. B&A will provide an estimate for this effort upon request from the City. In some cases, the cost of managing the grant can be paid for by the grant. In other cases, this charge can be used as the City's match for the program. As we have not had formal discussions with the City and your overall desire, this is a subject that can be broached as grant programs are developed and/or awarded.

Budget Estimate Summary

Activity	Estimated Hours	Estimated Expenses	Estimated Budget
Needs Assessment	50 hours	\$700	\$5,700
Grant Monitoring	13-18 hrs/month	Included	\$21,600 or less
Grant Writing	Per grant	Included	\$37,500*
Total (Monitoring Only)			\$21,600
Total (Including Needs Assessment and assumed grant development)			\$64,800

*Estimated based on historical experience with cities of similar size and services



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Paul DeBuff, Assistant to the City Manager
CC: Jason Laumer, City Manager
Date: April 10, 2018
Re: Mustang Lakes DA Amendment

Action Requested:

Consider and act to authorize the City Manager to execute Amendment #1 to the Mustang Lakes Development Agreement. (Laumer)

Background Information:

This amendment provides for park fees generated from Mustang Lakes be dedicated to the planning and developing the 100-acre City Park to be located adjacent to The Parks at Wilson Creek development.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

This agreement has been reviewed by the City Attorney.

Supporting Documents:

- Proposed agreement, amended.

Staff Recommendation:

Staff recommends approval.

FIRST AMENDMENT TO AMENDED & RESTATED DEVELOPMENT AGREEMENT
(Mustang Lakes Development)

This First Amendment to Amended and Restated Development Agreement (this "Amendment") is made and entered into as of the _____ day of _____, 2018 (the "Effective Date"), by and between THE CITY OF CELINA, TEXAS (the "City"), a home rule city located within Collin County, Texas, and CELINA 682 PARTNERS, L.P., a Texas limited partnership (the "Owner").

RECITALS

WHEREAS, this Amendment amends that certain Amended and Restated Development Agreement between the Parties that was entered into as of October 23, 2014 (the "Original Development Agreement") and recorded in the Official Public Records of Collin County, Texas, as Instrument Number 20141107001222280; and

WHEREAS, the Original Development Agreement governs a tract of land in the City of Celina, Collin County, Texas, containing approximately 682 acres (as defined in the Original Development Agreement, the "Property"); and

WHEREAS, all capitalized terms in this Amendment shall be as defined in the Original Development Agreement unless otherwise defined herein; and

WHEREAS, the Parties desire to amend the Original Development Agreement to address LED street lighting, revised specifications for residential streets within the Development, and the use of park fees collected from the Development (hereinafter defined); and

WHEREAS, the Parties have determined that they have the authority to enter into this Amendment;

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

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
AMENDMENTS

1. LED Lighting. If the electric service provider to the Property provides an option to use LED lighting within the portion of the Property located north of Ownsby, then the Owner agrees to install LED street lighting within the Development. LED lighting is not available within the CoServ service area located south of Ownsby.

2. Residential Streets. All phases of the Development after Phase 3 shall have local residential streets that are 29 feet in width with six-inch thick paving and five-foot sidewalks on each side, all within a 50-foot right-of-way.

3. Park Fees. Of the \$1,600,000 fee paid to the City pursuant to Section 3.08 of the Original Development Agreement, the City shall use \$1,400,000 to pay for a portion of its share of the construction costs for Sunset Boulevard from Preston Road to Roseland Boulevard, with the balance thereof being used for the sole purpose of planning and developing the 100-acre City Park (the "Park") to be located adjacent to The Parks at Wilson Creek development. Additionally, the \$1,500 per residential lot park fees generated from the Property shall also be reserved in a segregated account and used for the sole purpose of planning and developing the Park.

4. Recitals. The recitals contained in this Amendment: (a) are true and correct as of the Effective Date of this Amendment; (b) form the basis upon which the Parties negotiated and entered into this Amendment; (c) reflect the final intent of the Parties with regard to the subject matter of this Amendment; and (d) constitute a legislative finding by the City Council. In the event it becomes necessary to interpret any provision of this Amendment, 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 Amendment and, but for the intent of the Parties reflected by the recitals, would not have entered into this Amendment.

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

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

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

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

To the Owner: Attn: Mr. James J. Melino
Celina 682 Partners, L.P.
c/o The Cambridge Companies, Inc.
8750 N. Central Expressway, Suite 1735
Dallas, Texas 75231
E-mail: jmelino@cambridgecos.com
TEL: (214) 691-2556
FAX: (214) 691-0682

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

6. Interpretation. The Parties acknowledge that each of them has been actively involved in negotiating this Amendment. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Amendment. In the event of any dispute over the meaning or application of any provision of this Amendment, 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.

7. Enforceability. Each Party acknowledges and agrees that this Amendment is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

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

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment 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 _____, 2018, 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

CELINA 682 PARTNERS, L.P.,
a Texas limited partnership

By: Celina 682 GP Partners, LLC,
a Texas limited liability company,
its General Partner

By: LLC Manager, Inc.,
A Texas corporation,
Its Manager

By: _____,
James J. Melino, President

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2018, by James J. Melino, President of LLC Manager, Inc., a Texas corporation, on behalf thereof as the Manager of Celina 682 GP Partners, LLC, a Texas limited liability company, on behalf thereof as the General Partner of Celina 682 Partners, L.P., a Texas limited partnership, on behalf of said limited partnership.

Notary Public in and for the State of TEXAS



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Paul DeBuff, Assistant to the City Manager
 CC: Jason Laumer, City Manager
 Date: April 10, 2018
 Re: Water & Sewer Rate Study Agreement (Willdan Financial Services)

Action Requested:

Consider and act to authorize the City Manager to negotiate and execute an agreement by and between the City of Celina and Willdan Financial Services/Economists.com to provide a water and wastewater rate analysis and long-term financial plan for the City. (Laumer)

Background Information:

Willdan Financial Services/Economists.com specializes in municipal and public sector utilities and their principal clients are national, state and local governments. The agreement letter attached engages Willdan Financial to prepare a utility rate study to ensure a sound and sustainable water and wastewater financial and rate plan that will enable the City to fund all ongoing operating expenses as well as funding long-term water and wastewater capital improvement projects.

The objective of this study is to develop a long-term rate plan that will enable the City to fund these obligations and any assumed debt service and coverage requirements, while at the same time minimizing the impact of any potential rate adjustments on the ratepayers.

The contractor will work closely with City staff and council to ensure that the rate plan alternatives reflect the preferences of the ratepayers of the City.

In the past five years, contractor has performed similar rate studies for Frisco, Plano, Richardson, Garland, McKinney, Princeton, Fairview, Rowlett, Little Elm, Coppell, Cedar Hill, Midlothian, Balch Springs, Hutchins and Royse City, along with 50 other cities in Texas and other cities across the USA.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

The contract cost is a not to exceed amount of \$37,000.

Legal Review:

N/A

Supporting Documents:

- Willdan Financial Services/Economists.com engagement letter

Staff Recommendation:

Staff recommends approval.

February 16 2018

Mr. Jason Laumer
City Manager
City of Celina
142 N. Ohio
Celina TX 75009

Dear Mr. Laumer:

Thank you for allowing **Willdan Financial Services/Economists.com** the opportunity to present this engagement letter to provide a water and wastewater rate analysis and long-term financial plan for the City of Celina ("The City"). Willdan Financial Services is one of the largest public sector financial consulting firms in the United States. Our company has helped over 800 public agencies across the United States successfully address a broad range of financial challenges, such as financing the costs of growth and generating revenues to fund desired services.

On April 6, 2015, Willdan merged with **Economists.com**, a Texas-based economic and financial consulting firm established in October 1997. Our combined firm specializes in municipal and public sector utilities and our principal clients are national, state and local governments. Each of our clients is served directly by our senior level professionals with decades of experience in utility consulting and economic/financial management. We are proud of our history of building long term relationships with clients based on affordability, professionalism and performance. We have served as consultants to the City of Celina for various projects since 2006 and are grateful for the opportunity to continue to provide service to the City.

Our specific services include:

- **Water and Wastewater Rate Studies**
- Sanitation Rate Studies
- Economic evaluation of water resources
- Water Planning and Management
- Connection and Impact Fee Studies
- Privatization Analysis
- Expert Witness Testimony on Reasonableness of Rate Structure
- Resource Allocation Studies
- Economic Impact and Development Studies

More information is available on our firm and professionals at our web sites, www.economists.com and www.willdan.com.

Attachment: 2018 02 16 Willdan Celina Rate Study Engage Ltr (Water & Sewer Rate Study Agreement (Willdan Financial Services))

In the past five years, we have performed similar rate studies for Frisco, Plano, Richardson, Garland, McKinney, Princeton, Fairview, Rowlett, Little Elm, Coppell, Cedar Hill, Midlothian, Balch Springs, Hutchins and Royse City, along with 50 other cities in Texas and other cities across the USA. I have managed every one of these projects, and as Vice President of Willdan/Economists.com, I will manage and have primary responsibility for preparing this study for the City. I will be assisted by Mr. Dan Lanning, Project Analyst, and Ms. Tara Hollis, Project Analyst.

It is our understanding that the City is interested in developing a water and wastewater financial and rate plan that will enable the City to fund all ongoing operating expenses as well as funding long-term water and wastewater capital improvement projects. Our objective is to develop a long-term rate plan that will enable the City to fund these obligations and any assumed debt service and coverage requirements, while at the same time minimizing the impact of any potential rate adjustments on the ratepayers. We will work closely with City staff and council to ensure that the rate plan alternatives reflect the preferences of the ratepayers of the City.

Our workplan includes the following specific assistance:

- 1) A detailed analysis and comparison of the City's current and proposed rates to the state average as well as other surrounding communities.
- 2) Using current budget, volume and CIP data, the project team will prepare a comprehensive ten-year water and wastewater cost of service forecast model. The model will identify current and forecast operating expenses, capital outlays and debt service for the period 2018 – 2027. The model will functionalize costs between water treatment, distribution, administration and customer billing, and wastewater treatment, collection, administration and customer billing. The model will contain an interactive dashboard for ease of use in evaluating alternative rate and funding scenarios. The model will adhere to AWWA ratemaking standards to ensure that the cost of service is just, reasonable and accurate.
- 3) The project team will prepare a water and wastewater long-term rate plan for the City Council to consider. The rate plan will enable the City to recover sufficient revenues to fund operating and capital costs. The project team will prepare additional alternatives and scenarios should the staff or council so desire in order to choose which is the most just and reasonable.
- 4) The project team will present its analysis in the form of a PowerPoint presentation that will provide background analysis, along with relevant documentation supporting the calculations and rate alternatives. The project team will prepare a detailed written report that will document all findings and conclusions.
- 5) We will conduct the following meetings: an initial meeting with City staff to review data and objectives for the analysis, a meeting with staff to go over preliminary findings and recommendations, a workshop with the City Council to review our findings and results, and a final meeting at which the chosen rate plan is adopted. Any meetings beyond these four identified meetings will be on a time and expense basis.

Attached is a request for the information we will require to complete the initial analysis.



Table 1 presents a summary of hours and estimated professional fees by team member for each task associated with this project. As the table reveals, we project that approximately 256 hours of effort will be required for this engagement. Further, we are proposing to complete this engagement for professional fees and expenses not to exceed \$37,000. This total represents a discount of approximately 15.0% and is less than or equal to our fees for the similar studies we prepared for Rowlett, Prosper, Coppell, Frisco, McKinney, Little Elm, Plano and other similar cities.

Table 1

City of Celina				
Water and Wastewater Rate Study				
Proposed Project Team Hours and Professional Fees				
	D. Jackson Project Manager	D. Lanning Financial Analyst	T. Hollis Project Analyst	Total Hours
	\$190	\$160	\$165	
Scope of Services				
Task I – Project Kick-off, Data Acquisition & Assessment	8.0	8.0	8.0	24.0
Task II – Demographic Analysis	4.0	8.0	16.0	28.0
Task III – Determine Revenue Requirements	4.0	8.0	16.0	28.0
Task IV – Determine User Characteristics & Customer Classes	4.0	8.0	16.0	28.0
Task V – Cost Functionalization, Classification, & Allocation	4.0	8.0	16.0	28.0
Task VI – Alternative Rate Designs	8.0	8.0	16.0	32.0
Task VII – Prepare & Present Draft & Final Reports	8.0	24.0	16.0	48.0
Task VIII – Public Involvement	16.0	8.0	-	24.0
Task IX – Project Management & Quality Control	16.0	-	-	16.0
Subtotal Hours	72.0	80.0	104.0	256.0
Task I – Project Kick-off, Data Acquisition & Assessment	1,520	1,280	1,320	4,120
Task II – Demographic Analysis	760	1,280	2,640	4,680
Task III – Determine Revenue Requirements	760	1,280	2,640	4,680
Task IV – Determine User Characteristics & Customer Classes	760	1,280	2,640	4,680
Task V – Cost Functionalization, Classification, & Allocation	760	1,280	2,640	4,680
Task VI – Alternative Rate Designs	1,520	1,280	2,640	5,440
Task VII – Prepare & Present Draft & Final Reports	1,520	3,840	2,640	8,000
Task VIII – Public Involvement	3,040	1,280	-	4,320
Task IX – Project Management & Quality Control	3,040	-	-	3,040
Subtotal Professional Fees	13,680	12,800	17,160	43,640
Production Expenses				\$ 500
Total Cost				44,140
Less Discount				\$ (7,140)
				-16.2%
Official Bid – Not to Exceed				\$ 37,000

Attached is a Request for Information for the data we will need to complete this study. Assuming that the City commences with the study in February 2018, and assuming the timely receipt of requested data, we propose to have draft results completed by June 2018.



Willdan/Economists.com reserves the right to invoice for services on a monthly basis. Payment is requested 30 days after receipt of each invoice.

If this proposal is acceptable to you, please execute one copy of this letter and return it to our Dallas office. Thank you for this opportunity; we look forward to working with you on this engagement.

Respectfully submitted,
WILLDAN FINANCIAL SERVICES



Dan V. Jackson
Vice President

ACCEPTED BY:

Date



**CITY OF CELINA
2018 RATE STUDY AND LONG-TERM FINANCIAL PLAN
INITIAL REQUEST FOR INFORMATION**

1. Please provide a copy of the City's FY 2018 Water and Wastewater Utility Budget.
2. Please provide a copy of the City's most recent audited financial statement (CAFR).
3. Please provide water billed consumption by customer class by month from October 2014 to the present.
4. Please provide water active accounts by customer class by month from October 2014 to the present.
5. Please provide water billed revenues by customer class by month from October 2014 to the present.
6. Please provide wastewater active accounts by customer class by month from October 2014 to the present.
7. Please provide wastewater billing units by customer class by month from October 2014 to the present.
8. Please provide wastewater billed revenues by customer class by month from October 2014 to the present.
9. Please provide the City's most up to date Capital Improvement Plan for the Water and Wastewater utility.
10. Please provide debt service schedules for all outstanding debt.
11. Please provide any wholesale contracts for water and wastewater service currently in place by the City.
12. Please provide an electronic copy of the City's logo.





Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Paul DeBuff, Assistant to the City Manager
 CC: Jason Laumer, City Manager
 Date: April 10, 2018
 Re: DC Ranch Lighting agreement

Action Requested:

Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and DC Ranch Homeowner's Association regarding street lighting installation and maintenance and cost reimbursement. (Laumer)

Background Information:

Upon the annexation of the DC Ranch subdivision by the City of May 10th, 2016, the City agreed to assume the subdivision's street lighting electric bills. Since that time, however, that subdivision has paid its own street lighting electric bills. In fulfillment of the City's expenses paid by the HOA, the City agrees to install 9 street lights, while DC Ranch will reimburse the City for the difference of \$5,000.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

The City will contract to install 9 street lights, and DC Ranch will reimburse the City by forgiving electrical expenses paid by the DC Ranch HOA, in addition to paying the City \$5,000 over two years.

Legal Review:

N/A

Supporting Documents:

- Proposed resolution
- Street lights map

Staff Recommendation:

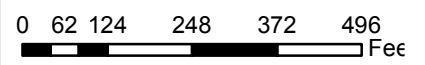
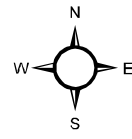
Staff recommends approval.

Street Lights



Legend

- Street Lights
- Future Lights
- Roads
- DC Ranch
- CollinCountyParcel



Date: 3/19/2018



AGREEMENT

This **AGREEMENT** ("Agreement") is made by and between The City of Celina, Texas ("City") and DC Ranch Homeowner's Association ("DC Ranch"), entered into this 10th day of April, 2018.

WHEREAS, the City of Celina is a Home Rule Municipality located in Collin County, Texas, and in 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

WHEREAS, DC Ranch is a duly incorporated non-profit association; and

WHEREAS, the DC Ranch subdivision was annexed by the City on 10th day of May, 2016; and

WHEREAS, the City is responsible for the provision of certain public services within annexed areas; and

WHEREAS, such services include street maintenance and lighting; and

WHEREAS, the City claims to enter into this Agreement with DC Ranch in order to fulfill such obligations under Chapter 43 of the Texas Local Government Code; and

WHEREAS, DC Ranch acknowledges that the City's performance under this Agreement fulfills such obligations.

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

1. The City agrees to contract with Grayson Collin Electric Cooperative for the installation of nine (9) street lights to be located in the DC Ranch subdivision as indicated on the attached Exhibit A. The City will use its best efforts to have the street lights installed prior to August 1, 2018. Any damage to homeowner property during installation of street lights will be fixed at no expense to the homeowner.

2. DC Ranch agrees to reimburse the City a total of Five Thousand Dollars and 00/100 (\$5,000.00) to be paid in two equal installments of Two Thousand Five-Hundred and 00/100 (\$2,500.00). The first installment shall be due no later than February 1, 2019. The second installment shall be due no later than February 1, 2020.

3. DC Ranch agrees to waive any claims it may have against the City for electrical costs related to street lights or other public services that accrued between the date of the aforementioned annexation and the date of this Agreement. The Parties agree that said costs total approximately \$10,000.00.

4. The City shall be responsible for maintenance and electrical costs for street lights within the annexed portion of the DC Ranch subdivision from the date of this Agreement forward.

5. This Agreement constitutes the full and entire understanding of the Parties with respect to the subject matter hereof.

6. The Parties agree that any dispute shall first be referred to non-binding mediation. If unsuccessful, venue for any litigation shall be in Collin County, Texas. The prevailing party of any action shall be entitled to attorney's fees.

7. The Parties represent that they have full authority to execute this Agreement.

EXECUTED as of the 10th day of _____, 2018.

THE CITY OF CELINA, TEXAS

By: _____
Jason Laumer, City Manager

ATTEST:

City Secretary

By: _____

EXECUTED as of the _____ day of _____, 2018.

DC RANCH HOMEOWNER'S ASSOCIATION

By: _____
Name: _____
Title: _____

Attachment: Agreement with DC Ranch Homeowners Assoc_03.27.18 (DC Ranch Lighting agreement)

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
 COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2018, by Jason Lamer, City Manager of The City of Celina, Texas, on behalf of said city.

 Notary Public, State of Texas

My commission expires: _____

STATE OF TEXAS §
 §
 COUNTY OF _____§

This instrument was acknowledged before me on the _____ day of _____, 2018 by _____, _____ DC Ranch Homeowner's Association, a Texas non-profit association, on behalf of said association.

 Notary Public - State of Texas

My commission expires: _____

Attachment: Agreement with DC Ranch Homeowners Assoc_03.27.18 (DC Ranch Lighting agreement)

Exhibit A

Attachment: Agreement with DC Ranch Homeowners Assoc_03.27.18 (DC Ranch Lighting agreement)



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Planning Manager
 CC: Jason Laumer, City Manager
 Date: April 10, 2018
 Re: GG&S Annexation

Action Requested:

Consider and act upon a petition from JDG Land Holding for the voluntary annexation of an approximately 4.70 acre tract of land situated in the Preston 450 Addition, Lot 42, Collin County, Texas and set two public hearing dates on May 8, 2018 at 5:00 p.m. and on June 12, 2018 at 5:00 p.m. at 112 N. Colorado Street, Celina, TX 75009. The property is generally located on the west side of Preston Road, approximately 300 feet north of Mark Alexander. (GG&S Annexation) (Rodriguez)

Applicant:

JDG Land Holding
 105 S. Tennessee Street, Suite 102
 McKinney, TX 75069

Background Information:

Below is the anticipated annexation schedule for the property:

Tuesday, April 10, 2018 - City Council acts on a resolution to set the public hearing dates;
 Tuesday, May 8, 2018 - First Public Hearing held
 Tuesday, June 12, 2018 - Second Public Hearing Held
 Tuesday, June 12, 2018 - City Council acts on an ordinance annexing the property.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

- Annexation Resolution

Staff Recommendation:

Staff recommends approval as presented.

**CITY OF CELINA
RESOLUTION NO. 2018 - ____**

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

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

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

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

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

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

- I. That on Tuesday, the 8th day of May, 2018 at 5:00 p.m. and on Tuesday, the 12th day of June, 2018 at 5:00 p.m., at 112 N. Colorado, Celina, Texas 75009, the City Council will hold public hearings giving all interested persons the right to appear and be heard on the proposed annexations by the City of Celina of the properties more particularly described in the attached Exhibit “A,” and more fully depicted in the attached Exhibit “B”. Services are to be provided to the property as outlined by the service plan in the attached Exhibit “C.”
- II. That City Staff is hereby authorized and directed to cause notice of each public hearing to be published once in a newspaper having general circulation in the City and in the territories described in attached Exhibit “A,” and more fully depicted in the attached Exhibits “B” not more than twenty (20) days, nor less than ten (10) days prior to the date of such public hearing, in accordance with the Municipal Annexation Act.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 10th day April, 2018.

SEAN TERRY, MAYOR

VICKI FAULKNER, CITY SECRETARY

Attachment: GG&S Annexation Resolution (GG&S Annexation Petition)

Exhibit A

PROPERTY DESCRIPTION

BEING a 4.700 acre tract of land located in the in the M.E.P. & P. R.R. Co. Survey, Abstract 653, in the ETJ of the City of Celina, Collin County Texas, and being all of Lot 42, Preston 450 Addition, recorded in Cabinet C, Page 425 Plat Records, Collin County, Texas (PRCCT) and more particularly described as follows:

BEGINNING at 1/2 inch iron rod found for corner at the northeast corner of said Lot 42, also being the southeast corner of Lot 41 and being located on the west right of way line of Preston Road a 130 foot right of way;

THENCE continuing along the west right of way of Preston Road and the east line of said Lot 42, SOUTH 00°49'00" WEST a distance of 260.62 feet to a 1/2 inch iron rod found for the southeast corner of said Lot 42 and being the northeast corner of Lot 43;

THENCE departing said Preston Road continuing along the south line of said Lot 42 and the north line of said Lot 43, NORTH 89°22'00" WEST a distance of 814.75 feet to a 1/2 inch iron rod found for corner at the southwest corner of said Lot 42 and the northwest corner of said Lot 43 and being located in the east right of way line of the Burlington-Northern Railroad a 100 foot right of way also being the west line of said Lot 42;

THENCE continuing along the west line of said Lot 42 and the east line of said Burlington-Northern Railroad, NORTH 13°26'00" EAST a distance of 267.26 feet to an iron rod with cap found for a corner the northwest corner of said Lot 42 and the east right of way of said Burlington-Northern Railroad at the southwest corner of said Lot 41;

THENCE departing the east line of said Burlington-Northern Railroad and along the north line of said Lot 42 and the south line of said Lot 41 SOUTH 89°22'00" EAST a distance of 756.37 feet to the POINT OF BEGINNING;

CONTAINING 4.700 acres or 204,732 square feet of land more or less all according to that survey all according to that survey prepared by A.J. Bedford Group, Inc.

Exhibit B

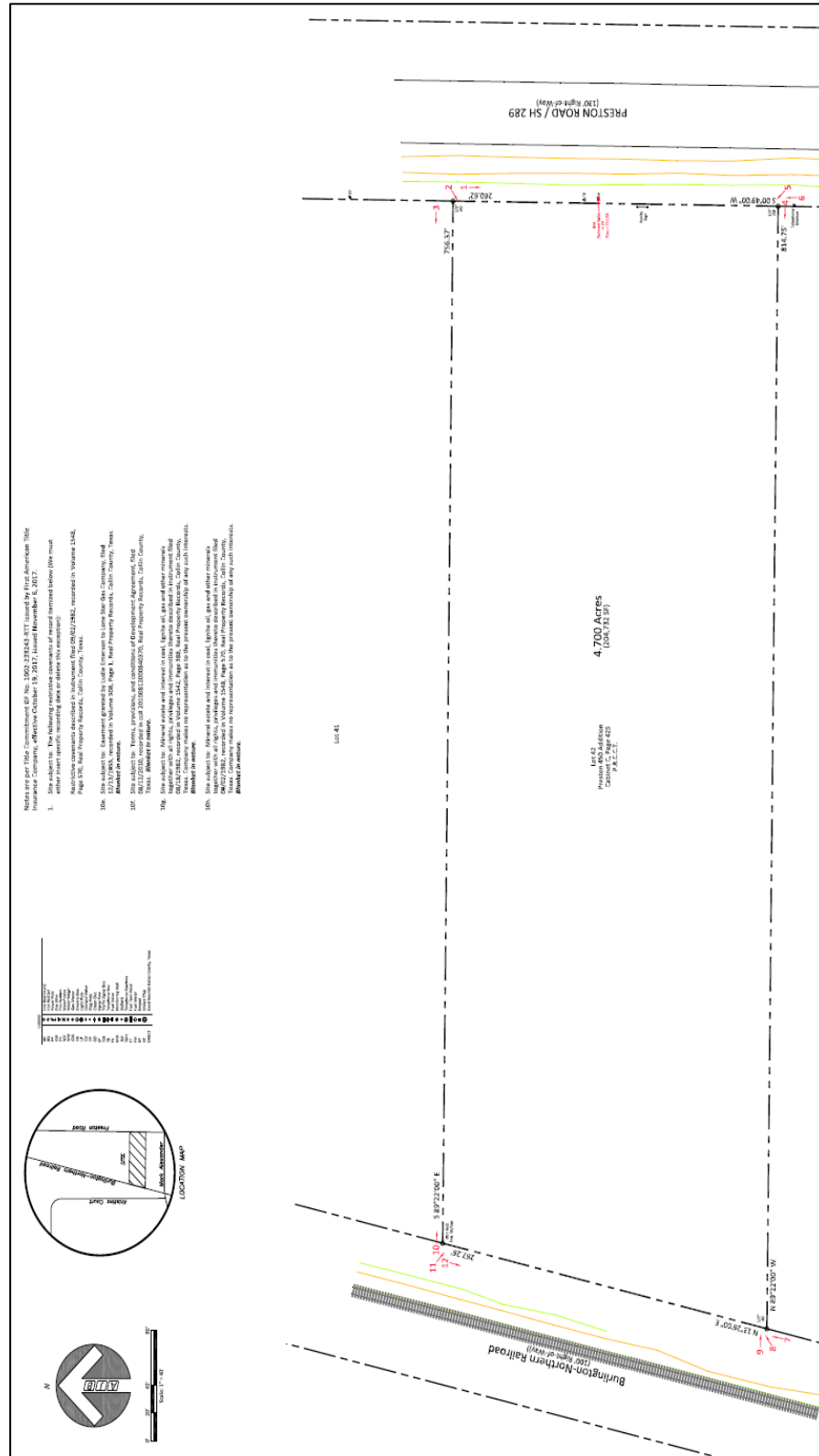


Exhibit “C”
Service Plan

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.



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Alexis Jackson, Director of Development Services
 CC: Jason Laumer, City Manager
 Date: April 10, 2018
 Re: Light Farms Elementary School #2 and Rights-of-Way for Bridgewater Blvd. and Montgomery Lane.

Action Requested:

Consider and act upon a Final Plat for Light Farms Elementary School #2, being an 11.0 acre tract of land, and rights-of-way for Bridgewater Blvd. and Montgomery Lane, being ± 4.27 acre tract of land of land, both tracts situated in the John Ragsdale Survey, Abstract No. 734, City of Celina, Collin County, Texas. The property is generally located west of Prairie Crossing, south of Light Farms Way, east of Dallas Parkway and north of Frontier Parkway, and containing 1 school lots. (Light Farms Elementary School #2, Bridgewater Blvd. and Montgomery Lane Final Plat) (Jackson)

Applicant:

LFC Land Company, LLC
 8501 N. Central Expressway, Suite 350
 Dallas, TX 75225

Background Information:

Staff has reviewed the proposed Final Plat for Light Farms Elementary School #2 and the rights-of-way for Bridgewater Blvd. & Montgomery Lane and has determined that all outstanding comments have been addressed.

Board Review/Citizen Input:

At the Regular Meeting of the Planning and Zoning Commission held on March 20, 2018, the Commission voted unanimously to recommend approval, pending certain outstanding comments have been addressed prior to the April 10, 2018 City Council meeting.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Document:

- Proposed Plat

Staff Recommendation:

Staff recommends approval.



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Paul DeBuff, Assistant to the City Manager
 CC: Alexis Jackson, Director of Development Services
 Date: April 10, 2018
 Re: Downtown Plan Contract: Ideation

Action Requested:

Consider and act to authorize the City Manager to negotiate and execute a contract by and between the City of Celina and Ideation, LLC. for Planning Consultant services regarding a Downtown Plan. (Jackson)

Background Information:

The City of Celina is experiencing significant growth and pressures that are associated with that growth. To establish appropriate regulations and economic development programs, a Downtown Master Plan is necessary.

The City of Celina's biggest physical asset, as identified by the community, is its downtown and square area. To establish the vision of what Downtown should look like and how it should evolve, the Downtown Master Plan's major goal will be to establish that vision through illustrative concepts and supporting text and recommendations. The Plan will address the existing conditions as well as future opportunities and strategies. The Plan will detail physical aspects of development and the economic impacts that it could bring, and it will cover the basic questions for its framework and recommendations: who, what, when, where, why, and how.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Project costs for this Scope will be based on a lump sum of \$49,500.

Legal Review:

N/A

Supporting Documents:

- Downtown planning services proposal

Staff Recommendation:

Staff recommends approval.



Office: 1452 Hughes Road, Suite 200, Grapevine, Texas 76051
 Mailing Address: PO Box 1303, Bedford, Texas 76095
 Phone: 682.738.IDEA(4332)
 Email: info@ideationplanning.com
www.IdeationPlanning.com

April 2, 2018

Jason Laumer. PE
 City Manager
 City of Celina
 Via Email Delivery to: jlaumer@celina-tx.gov

Subject: Scope of Services – Celina Downtown Master Plan

Dear Mr. Laumer:

I am pleased to submit this proposal to City of Celina for professional planning services. Ideation Planning, LLC, provides professional and strategic planning consulting, and we are interested in providing leadership of a team to create a Downtown Master Plan for the City of Celina, per our discussion.

I have provided the following for your review:

- Scope of Services
- Standard Terms and Conditions

The Scope of Services to be performed by Ideation Planning, LLC, under this letter agreement is described in Exhibit “A” below. **Project costs for this Scope will be based on a lump sum of \$49,500 as reflected in Exhibit “A” below.**

All work will be performed in accordance with Ideation Planning, LLC’s attached Standard Terms and Conditions (Exhibit “B” below). To accept this proposal, please sign, date, scan, and email back to me. The work defined herein shall begin after Ideation Planning, LLC receives the signed copy of this letter agreement. This Agreement may be extended upon prior written/emailed approval from City of Celina

Please review the enclosed exhibits, and do not hesitate to contact me with any questions or comments at 972-339-8186 or abra@ideationplanning.com. I look forward to the opportunity to work with you on this important project.

The undersigned agrees to the Terms and Conditions of this Letter Agreement attached hereto.

Regards,

Abra R. Nusser, AICP
 President & CEO
 Ideation Planning, LLC

City of Celina
 c/o Jason Laumer

Signature: _____

Title: _____

Date: _____

Attachment: 180402 - Celina DT Contract (Downtown Plan Contract: Ideation)



Exhibit A
Ideation Planning, LLC
SCOPE OF SERVICES

PROJECT PURPOSE

The City of Celina's biggest physical asset, as identified by the community, is its downtown and square area. To establish the vision of what Downtown should look like and how it should evolve, the Downtown Master Plan's major goal will be to establish that vision through illustrative concepts and supporting text and recommendations. The Plan will address the existing conditions as well as future opportunities and strategies. The Plan will detail physical aspects of development and the economic impacts that it could bring, and it will cover the basic questions for its framework and recommendations: who, what, when, where, why, and how.

ARTICLE 1

SERVICES

The City of Celina is experiencing significant growth and pressures that are associated with that growth. To establish appropriate regulations and economic development programs, a Downtown Master Plan is necessary. It is understood and acknowledged by both parties that there will be significant participation by City Staff on the project including, but not limited to, engineering and infrastructure-related components. The Consultant shall control deliverables for quality, completeness, and timeliness. Should participation, review, or deliverables by either party be delayed, timelines or budget may need to be adjusted. The Prime Consultant shall be permitted to execute contracts with subcontractors and vendors as necessary and applicable to complete the Scope of Work.

Objectives and tasks to be achieved with this Scope of Services are as follows:

- Task 1: Kickoff and Baseline Analysis Initiate the project and establish preliminary data to utilize in the planning process. (15%)
 - Kickoff Meeting. The consultant shall prepare for and participate in a kickoff meeting where the City and Consultant Team shall discuss objectives and outcomes. During this meeting, confirmation on timeline, scope of work, and potential issues shall be explored to inform the process, including a detailed understanding of the issues and constraints within the study area. The kickoff meeting will include identification of the internal stakeholder participants.
 - Study Area Snapshot. Develop a planning baseline by reviewing and analyzing existing conditions.
 - Study Area Map
 - Market and Economic Factors (with Applicable Statistics and Demographics)



Scope of Services
Celina Downtown Master Plan

- History of Downtown
- Current Plans Hierarchy and Relevance
- Existing Land Use Map and Analysis
- Existing Zoning Map and Opportunities
- Existing Utilities and Drainage Map and Opportunities
- Existing Public Parking Areas Map

Deliverable 1.1: [From City] Utilities & Drainage Memo (Existing Utilities Data/.shp Files, Infrastructure Summary, and Infrastructure Opportunities) (Draft Content)

Deliverable 1.2: [From Consultant] Downtown Snapshot Memo (Draft Content)

- Task 2: Community Engagement. Build on previously attained feedback on the existing condition and future of Downtown Celina. Collaborate with Staff, partners, and the public in three focused sessions to receive feedback and develop planning and design solutions. (30%)
 - 2018 Community Survey Downtown/ Square Related Highlights
 - 2018 Strategic Plan Downtown/ Square Related Highlights
 - Project Website on Celina's Webpage for Project Information and Contact Information
 - Downtown Stakeholder Workshop
 - Presentation and Small Group Strategies
 - Main Street Advisory Board
 - Historic Preservation Committee
 - Others to be Identified by Staff (ex. Property Owners)
 - Not to Exceed 30 Participants Total
 - Engagement Day on the Square (*Conceptual Schedule*)
 - Staff and Partners Walkshop/ Collaboration (8am to 10am)
 - Positive and Negative Built Features
 - Subarea Identification
 - Community Gathering Spaces Planning
 - Landmarks Planning
 - Ideas and Opportunities
 - Public Open Design Studio (10:30am to 4pm) (Public)
 - Visual Preference Station
 - Rural/Country Character Station
 - Sketching and Concept Visualization
 - Presentation of Findings (5pm to 6pm) (Public)

Deliverable 2.1: [From Consultant] Downtown Engagement Memo (Draft Content)

- Task 3: The Vision. Develop and create an illustrative vision of a market-informed future of Downtown Celina. (15%)
 - Streetscape Renderings (One on Square, One off Square)
 - Subareas/Corridors Renderings (One per Subarea)
 - Landmarks & Community Gathering Sketches or Concepts as Applicable (Three to Five)



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- Text-based Vision Declaration that Ties Community Feedback and Previous Tasks Together into a Unified Statement

Deliverable 3.1: [From Consultant] Draft Vision Memo with Vision Declaration, Renderings, Sketches, and Concepts as Listed (Draft Content)

Deliverable 3.2: [From City] Review and Comments on Draft Vision Memo

- Task 4: Planning Principles. Create the planning principles and strategies that will guide Downtown Celina to realize its full potential and the Vision as established by the community. (25%)
 - Conceptual Regulating Plan
 - Identifies Corridor and Street Types within the Study Areas, Supported by Character and Vision Descriptions
 - Identifies Land Use and Character Subareas, Supported by Land Use Mix, Vision, and Character Descriptions (to be Utilized in an Associated Future Ordinance with Corresponding Development Standards)

Deliverable 4.1: [From Consultant] Draft Conceptual Regulating Plan with Supporting Text as Listed (Draft Content)

Deliverable 4.2: [From City] Review and Comments on Draft Conceptual Regulating Plan

- Development Recommendations
 - Use of the Conceptual Regulating Plan
 - Economic Development
 - Attract Tenants and Commercial Users, Housing Types, Transitions, Etc.
 - Market and Economics-based Policies and/or Programs
 - Infrastructure
 - Policies and/or Programs
 - Conceptual Parking Analysis
 - Public Parking Areas Discussion and Needs
 - Incremental Parking Policies and/or Programs
 - Placemaking
 - Streetscape & Public Realm Policies and/or Programs
 - Community Gathering Spaces Policies and/or Programs
 - Events and Programming

Deliverable 4.3: [From Consultant] Draft Plan (without Implementation Chapter)

Deliverable 4.4: [From City] Draft Plan (without Implementation Chapter) Review and Comments

- Implementation
 - Key Projects & Priorities
 - Partners & Resources



Deliverable 4.5: [From Consultant] Full Draft Plan (with Implementation Chapter)

Deliverable 4.6: [From City] Review and Comments on Full Draft Plan (with Implementation Chapter)

- Task 5: Adoption. Support City Staff to achieve successful adoption of the Draft Plan. (10%)
 - City Council Work Session with Consultant and Staff to Review Draft Plan with Implementation Chapter and Receive Comments.
 - City to Post Draft Plan with Implementation Chapter Online Four Weeks Prior to Public Hearing Process. End Online Review and Comments Two Weeks Prior to Public Hearing Process.
 - Consultant to Make any Necessary Edits and Deliver PDF Draft Plan for City Council Packet One Week Prior to City Council Packet Delivery Date.
 - Consultant to Prepare PowerPoint Presentation for Public Hearing Process.
 - Consultant and Staff to Lead Plan through Public Hearing Process to Adoption.
- Task 6: Project Close-out. Finalize the project and provide final deliverables. (5%)
 - Incorporate Any Remaining Comments or Revisions and Seal Up Final Plan Files.

Deliverable 6.1: [From Consultant] Provide One Printed Copy and One Electronic PDF of Updated Full Draft Plan as a Proof Prior to Printing

Deliverable 6.2: [From Consultant] Five Printed Copies of the Final Downtown Master Plan

Deliverable 6.3: [From Consultant] PDF of the Final Downtown Master Plan.

ARTICLE 2

CLIENT'S RESPONSIBILITIES

- 2.1 The Client agrees to provide the Prime Consultant with information including but not limited to:
 - a. All GIS .shp files to build applicable maps and analyses.
 - b. Project descriptions of any recently approved and pending projects in the study area.
 - c. Deliverables from City as listed in Article 1.
 - d. Any other related items requested by the Prime Consultant in order to provide professional services.
- 2.2 The Prime Consultant may rely on the accuracy and completeness of these items and shall not be held responsible for deficiencies or inadequacies of the data.
- 2.3 The Client agrees to provide the items described in Article 2.1 above, and to render decisions in a timely manner, so as not to delay the orderly and sequential progress of the Prime Consultant's services.



ARTICLE 3

COMPENSATION AND PAYMENTS

3.1 The CLIENT agrees to pay the PRIME CONSULTANT for the SERVICES listed above, and amount not to exceed:

\$49,500 ~ Forty Five Thousand Dollars and zero cents (the “Contract Fee”). The summary below is a projected breakdown of the amounts allotted for each phase.

1. Kickoff and Baseline Analysis	\$7,425.00
2. Community Engagement	\$14,850.00
3. The Vision	\$7,425.00
4. Planning Principles	\$12,375.00
5. Adoption	\$4,950.00
6. Project Close-Out	\$2,475.00
TOTAL:	\$49,500.00

* Project Close-out (Task 6) to be billed upon full and satisfactory completion of all tasks and receipt of all final documents outlined in this Scope of Work.

- 3.2 ADDITIONAL SERVICES shall be provided, upon written consent by the Client, on an hourly basis of \$175 per hour, with a mutually agreed “not to exceed” amount.
- 3.3 Reimbursable expenses include, but are not limited to: reproduction of graphics and plans, postage, handling of documents, in-house plotting, courier services, and authorized travel expenses. Reimbursable expenses shall be billed at a rate of 1.1%.
- 3.4 The Prime Consultant shall bill the Client each month based on percentage of services completed during the 30 days prior. All payments are due to Prime Consultant upon receipt of invoice.



Exhibit B Ideation Planning, LLC STANDARD TERMS AND CONDITIONS

1. SCOPE

Ideation Planning, LLC (hereinafter “Consultant” or Ideation Planning, LLC) agrees to perform the services described in the Scope of Services attached hereto which incorporates these terms and conditions. Unless modified in writing by the parties hereto, the duties of Ideation Planning, LLC shall not be construed to exceed those services specifically set forth in the proposal. These terms and conditions and the proposal, when executed by Client, shall constitute a binding agreement on both parties (hereinafter the “Agreement”).

2. COMPENSATION

Client agrees to pay for the services completed in Article 1 in accordance with the compensation provisions in the proposal. Payment to Ideation Planning, LLC will be made within 30 days after the date of billing. Interest on the unpaid balance will accrue beginning on the 31st day at the maximum interest rate permitted by law.

Time-related charges will be made in accordance with the billing rate referenced in the proposal or Agreement. Otherwise, Ideation Planning, LLC’s standard billing rate of \$175 per hour shall apply. In the event any uncontested portions of any invoice are not paid within 30 days of the date of Consultant’s invoice, Consultant shall have the right to suspend Services per Article 12, Suspension of Services.

3. RESPONSIBILITY

Standard of care. Ideation Planning, LLC is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the Services. Ideation Planning, LLC does not expressly or impliedly warrant or guarantee its services.

Reliance upon information provided by others. If Ideation Planning, LLC’s performance of services hereunder requires Ideation Planning, LLC to rely on information provided by other parties (excepting Ideation Planning’s Contractors), Ideation Planning, LLC shall not independently verify the validity, completeness or accuracy of such information unless otherwise expressly engaged to do so in writing by the Client.

4. INDEMNIFICATION

Ideation Planning, LLC agrees to indemnify and hold Client harmless from and against any liability to the extent arising out of the negligent acts, errors, or omissions of Ideation Planning,

LLC, its agents, employees, or representatives, in the performance of duties under the Agreement. Regardless of any other term of this Agreement, in no event shall Ideation Planning, LLC be responsible or liable to Client for any incidental, consequential, or other indirect damages.

5. INSURANCE

Ideation planning, LLC shall maintain during the life of the Agreement the following minimum insurance:

- Automobile bodily injury and property damage liability insurance covering owned or rented cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
- Professional liability insurance with limits of not less than \$1,000,000.
- General liability insurance with limits of not less than \$1,000,000.

Upon request, a certificate of insurance will be provided to Client with a 30-day written notice in the event the above policies are cancelled.

6. ASSIGNMENT

If the authorized Scope of Services includes construction activities or the oversight of construction, Ideation Planning, LLC may, at its discretion and upon notice to Client, assign all of its contractual rights and obligations with respect to such activities or services to a registered engineering affiliate.

If the authorized Scope of Services requires professional services to be performed in a jurisdiction in which Ideation Planning, LLC renders professional services solely through a locally registered engineering affiliate for purposes of compliance with professional licensing requirements in that jurisdiction, Ideation Planning, LLC may, in its discretion, upon notice to Client, assign its contractual rights and obligations with respect to such services to such locally registered engineering affiliate.

7. INTEGRATION

These terms and conditions and the proposal to which they are attached represent the entire understanding of Client and Ideation Planning, LLC as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both parties, provided further that any terms and conditions in any



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client authorization or purchase order issued in connection or under the Agreement which are inconsistent with the Agreement are hereby superseded and shall be of no force and effect.

8. CHOICE OF LAW/JURISDICTION

This Agreement shall be administered and interpreted under the laws of the state in which the Ideation Planning, LLC office responsible for the project is located. Jurisdiction of litigation arising from the Agreement shall be in that state.

9. SEVERABILITY

If any part of the Agreement is found unenforceable under applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

10. FORCE MAJEURE

Ideation Planning, LLC shall not be responsible for delays in performing the Scope of Services that may result from causes beyond the reasonable control or contemplation of Ideation Planning, LLC. Ideation Planning, LLC will take reasonable steps to mitigate the impact of any force majeure.

11. NO BENEFIT FOR THIRD PARTIES

The services to be performed by Ideation Planning, LLC hereunder are intended solely for the benefit of Client, and no right nor benefit is conferred on, nor any contractual relationship intended or established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on Ideation Planning, LLC's performance of its services hereunder.

12. WORK PRODUCT

Ideation Planning, LLC and Client recognize that Ideation Planning, LLC's work product submitted in performance of this Agreement is intended only for the Client's benefit and use. Change, alteration, or reuse on another project by Client shall be at Client's sole risk, and Ideation Planning, LLC shall have no liability for changes, alterations, or reuse on another project. To the extent allowed by law, Client shall hold harmless, release, and indemnify Ideation Planning, LLC against all losses, damages, costs, and expense, including attorneys' fees, arising out of or related to any such unauthorized change, alteration, or reuse.

13. SUSPENSION OF SERVICES

Services under this Agreement may be suspended as follows:

1. By Client. By written notice to Ideation Planning, LLC, Client may suspend all or a portion of the

Services under this Agreement if unforeseen circumstances beyond Client's control make normal progress of the Services impracticable. Ideation Planning, LLC shall be compensated for its reasonable expenses resulting from such suspension including mobilization and demobilization. If suspension is greater than 30 days, then Ideation Planning, LLC shall have the right to terminate this Agreement in accordance with Article 14, Termination of Services.

2. By Ideation Planning, LLC. By written notice to Client, Ideation Planning, LLC may suspend the Services if Ideation Planning, LLC reasonably determines that working conditions at the Site or on the Project (outside Ideation Planning, LLC's control) are unsafe, or in violation of applicable laws, or in the event Client has not made timely payment in accordance with Article 2, Compensation, or for other circumstances not caused by Ideation Planning, LLC that are interfering with the normal progress or the Services. Ideation Planning, LLC's suspension of Services hereunder shall be without prejudice to any other remedy of Ideation Planning, LLC at law or equity.

14. TERMINATION OF SERVICES

This Agreement may be terminated as follows:

1. By Client. (a) for its convenience on 30 days' written notice to Ideation Planning, LLC, or (b) for cause, if Ideation Planning, LLC materially breaches this Agreement through no fault of Client and Ideation Planning, LLC neither cures such material breach nor makes reasonable progress toward cure within 15 days after Client has given written notice of the alleged breach to Ideation Planning, LLC, or (c) by mutual agreement and consent of both Consultant and Client.
2. By Ideation Planning, LLC. (a) for cause, if Client materially breaches this Agreement through no fault of Ideation Planning, LLC and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after Ideation Planning, LLC has given written notice of the alleged breach to Client, or (b) upon five days' notice if Services under this Agreement have been suspended by either Client or Ideation Planning, LLC in the aggregate for more than 30 days, or (c) by mutual agreement and consent of both Consultant and Client.



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3. Payment upon Termination. In the event of termination, Ideation Planning, LLC shall perform such additional Services as is reasonably necessary for the orderly closings of the Services. Ideation Planning, LLC shall be compensated for all Services performed prior to the effective date of termination, plus Services required for the orderly closing of the Services.

15. NOTICES

All notices required under this Agreement shall be by personal delivery, email, or mail to the Ideation Planning, LLC Project Manager and to the person signing the proposal on behalf of the Client, and shall be effective upon delivery to the email address stated in the proposal, when confirmed via custom email (not read receipt) or via Certified Mail.



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Paul DeBuff, Assistant to the City Manager
 CC: Jason Laumer, City Manager
 Date: April 10, 2018
 Re: ILA with Collin County & Town of Prosper

Action Requested:

Consider and act to authorize the City Manager to negotiate and execute an interlocal agreement by and among the City of Celina and the Town of Prosper and Collin County for construction of Frontier Parkway from Preston Road to Dallas North Tollway. (Brawner)

Background Information:

This interlocal agreement joins the City of Celina, the Town of Prosper and Collin County together on the project of widening Frontier Parkway from the Dallas North Tollway to Preston Road (SH 289) from 2 lanes to 4 lanes, with a median that allows for future expansion to 6 lanes. The project includes a bridge over the Burlington Northern Santa Fe Railroad that will be approximately 555 feet long that will be wide enough for the full 6 lanes with 8-foot sidewalks on both sides. The drainage will generally be curb inlets, storm sewer and culverts; however, there will be a large drainage channel on the south side of the roadway between Frontier Park and the Dallas North Tollway. The Project will be administered by Collin County.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Collin County estimates the total project cost to be \$21,750,000, with \$805,000 added to allow for construction price escalation through 2018, for a total 2018 project cost of \$22,555,000.

The County, Prosper and Celina shall share the costs as follows:

- Prosper shall be responsible for a payment to Collin County of \$3,650,000 plus one-third of the difference between the actual total project cost for the four-lane bridge alternate and \$16,000,000.
- Celina shall be responsible for a re-payment to Collin County of the portion of the Collin County road bonds that have been transferred to Celina for this project and which have not been already paid toward the project.

- Celina shall be responsible for a payment to Collin County of \$4,350,000 in Regional Toll Revenue (RTR) funds which were allocated to this project for the benefit of both municipalities but for which Celina executed the contract with Texas Department of Transportation (TxDOT) for these funds.
- Celina shall be responsible for a payment to Collin County of one-third of the difference between the actual total project cost for the four-lane bridge alternate and \$16,000,000, except that Celina will also be responsible for payment of the cost to design a six-lane bridge in addition to a four-lane bridge as well as the full amount of the difference in construction cost between a six-lane bridge and a four-lane bridge as determined by the difference between the base bid and alternate bid.
- \$4,000,000 in additional RTR funds have been made available to the project. Collin County will be responsible for acquiring those funds for use on the project.
- The County shall also be responsible to provide one-third of the difference between the actual total project cost for the four-lane bridge alternate and \$16,000,000.

Legal Review:

This agreement has been reviewed by the City Attorney.

Supporting Documents:

- Proposed interlocal agreement

Staff Recommendation:

Staff recommends approval.

**INTERLOCAL AGREEMENT
BETWEEN
COLLIN COUNTY, THE TOWN OF PROSPER AND THE CITY OF CELINA
CONCERNING THE DESIGN AND CONSTRUCTION OF
FRONTIER PARKWAY FROM THE DALLAS NORTH TOLLWAY TO PRESTON ROAD (SH 289)**

WHEREAS, the County of Collin, Texas (the “County”), the Town of Prosper, Texas (“Prosper”) and the City of Celina, Texas (“Celina”), (Prosper and Celina herein sometimes collectively referred to as “The Municipalities”), desire to enter into this agreement concerning the design and construction of improvements to Frontier Parkway from the Dallas North Tollway to Preston Road (SH 289) (the “Project”) in the Town of Prosper and the City of Celina, Collin County, Texas; and

WHEREAS, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the County, Prosper and Celina have determined that the improvements related to the Project may be designed and constructed most economically by implementing this Interlocal Agreement (ILA) for Collin County to administer the Project; and

WHEREAS, this ILA shall provide the terms and conditions of the funding participation of the three parties; and

WHEREAS, the parties hereto have investigated and determined that is in the best interest of each of their respective jurisdictions to enter into this ILA.

NOW, THEREFORE, this ILA is made and entered into by and between the County, Prosper, and Celina upon and for the mutual consideration stated herein, the receipt and sufficiency of which is hereby acknowledged:

WITNESSETH:

ARTICLE I.

The Project shall consist of widening Frontier Parkway from the Dallas North Tollway to Preston Road (SH 289) from 2 lanes to 4 lanes. More specifically, the roadway will be 4 lanes with a median that allows for future expansion to 6 lanes. The project includes a bridge over the Burlington Northern Santa Fe Railroad that will be approximately 555 feet long that will be wide enough for the full 6 lanes with 8-foot sidewalks on both sides. The drainage will generally be curb inlets, storm sewer and culverts; however, there will be a large drainage channel on the south side of the roadway between Frontier Park and the Dallas North Tollway. The Project will be administered by Collin County.

ARTICLE II.

Collin County estimated the total project cost to be \$21,750,000 in March, 2017. An additional amount of \$805,000 is added to this estimate to allow for escalation of construction prices until the end of 2018, for a total estimated 2018 project cost of \$22,555,000. The County, Prosper and Celina shall share the costs as follows:

- Prosper shall be responsible for a payment to Collin County of \$3,650,000 plus one-third of the difference between the actual total project cost for the four-lane bridge alternate and \$16,000,000.
- Celina shall be responsible for a re-payment to Collin County of the portion of the Collin County road bonds that have been transferred to Celina for this project and which have not been already paid toward the project.
- Celina shall be responsible for a payment to Collin County of \$4,350,000 in Regional Toll Revenue (RTR) funds which were allocated to this project for the benefit of both municipalities but for which Celina executed the contract with Texas Department of Transportation (TxDOT) for these funds.
- Celina shall be responsible for a payment to Collin County of one-third of the difference between the actual total project cost for the four-lane bridge alternate and \$16,000,000, except that Celina will also be responsible for payment of the cost to design a six-lane bridge in addition to a four-lane bridge as well as the full amount of the difference in construction cost between a six-lane bridge and a four-lane bridge as determined by the difference between the base bid and alternate bid.

- \$4,000,000 in additional RTR funds have been made available to the project. Collin County will be responsible for acquiring those funds for use on the project.
- The County shall also be responsible to provide one-third of the difference between the actual total project cost for the four-lane bridge alternate and \$16,000,000.

There may be additional features to the Project that will be solely for the benefit of Prosper and Celina, such as a traffic signal warrant study at the high school, street lighting, median irrigation and sidewalks. The scope of these features have not yet been defined. At such time as Prosper and Celina define the scope of these feature, they will be incorporated into the design and an amendment to this agreement will be required. While those features will be incorporated into the design and construction of the Project, the cost of those features will be shared by Prosper and Celina according to the proportional value to each municipality. Prosper and Celina will be responsible to pay Collin County the amounts determined to be owed by each party for the design and construction of these features.

ARTICLE III.

TIMING.

1. Celina shall remit \$4,350,000 (the RTR funds) to Collin County within 90 days of the execution of this agreement.
2. Prosper shall remit \$3,650,000 to Collin County within 90 days of the execution of this agreement.
3. Celina shall remit within six months of the execution of this agreement the amount of Collin County bond funds that have been transferred to Celina but which have not been expended on this Project.
4. Celina shall remit within six months of the execution of this agreement the amount to design a six-lane bridge in addition to a four-lane bridge as agreed to by Celina and Collin County in a separate document based on a design proposal from the design engineer.
5. After the determination of the final probable cost of construction by the design engineer, all three entities will have the opportunity to review the estimated total project cost. If the estimated total project cost exceeds \$22,555,000 plus the amount agreed to for optional additional features referred to in Article II by more than ten percent, then each entity will have the right to terminate its further participation in the project within 60 days of notification of the final probable cost of construction. If one party terminates its participation, the other two entities have the right to terminate participation as well, or contribute equally to fund the difference. If Celina terminates its further participation, the RTR funds from Celina and the Celina County bond funds will remain in the project fund for contribution towards the construction of the project by the other two entities. If Prosper terminates its further participation, the \$3,650,000 from Prosper to remain in the project fund for contribution towards the construction of the project by the other two entities.
6. If the estimated total project cost does not exceed the amount defined in Paragraph 4 of this article the project will be scheduled to be advertised for bidding within 120 days of notification of the final probable cost of construction to all three parties.
7. If the lowest responsible bid exceeds an amount that causes the total project cost to exceed the amount defined in Paragraph 4 of this article by more than ten percent, then each entity will have the right to terminate its further participation in the project within 30 days of the opening of the bid. If one party terminates its participation, the other two entities have the right to terminate participation as well, or contribute equally to fund the difference. If Celina terminates its further participation, the RTR funds from Celina and the Celina County bond funds will remain in the project fund for contribution towards the construction of the project by the other two entities. If Prosper terminates its further participation, the \$3,650,000 from Prosper to remain in the project fund for contribution towards the construction of the project by the other two entities. Only the further participation amount will be refunded to the terminating entity.
8. Prosper and Celina shall each remit to Collin County one-third of the difference between the actual alternate bid for the project with a four-lane bridge and \$16,000,000 within 45 days of the opening of the bid, except that Celina may also remit the difference in construction cost between a six-lane bridge and a four-lane bridge as determined by the difference between the base bid and the alternate bid within 45 days of the opening of the bid.
9. At project "close-out", when the final construction amount is determined, an adjustment will be made to the amounts paid by Prosper and Celina. If the actual total project cost is less than the estimated amount as defined in Paragraph 4 of this article plus any amount the bid was over the final probable cost of construction, Collin County will refund one-third of the difference each to Prosper and Celina within 90 days. If the actual total project cost is more than the estimated amount plus the any amount the bid was over the final probable cost of construction, Prosper and Celina will each remit one-third of the difference to Collin County within 90 days.

ARTICLE IV.

Celina is currently under contract with the Texas Department of Transportation (TxDOT) for use of the \$4,350,000 in RTR funds. It is the intent of the County that Celina remain under contract to TxDOT and comply with all provisions of that agreement, while transferring the RTR funds to the County according to this agreement.

ARTICE V.

Collin County will enter into a contract with TxDOT for the use of the \$4,000,000 and will fully comply with that agreement.

ARTICLE VI.

INDEMNIFICATION. TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM ITS PERFORMANCE UNDER THIS ILA, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS ILA.

ARTICLE VII.

VENUE. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this ILA. The parties agree that this ILA is performable in Collin County, Texas and that exclusive venue shall lie in Collin County, Texas.

ARTICLE VIII.

SEVERABILITY. The provisions of this ILA are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this ILA is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the ILA shall be enforced as if the invalid provision had never been included.

ARTICLEIX.

ENTIRE AGREEMENT. This ILA embodies the entire agreement between the parties and may only be modified in a writing executed by all parties.

ARTICLE X.

SUCCESSORS AND ASSIGNS. This ILA shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. None of the parties will assign or transfer an interest in this ILA without the written consent of the other parties.

ARTICLE XI.

IMMUNITY. It is expressly understood and agreed that, in the execution of this ILA, none of the parties waive, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this ILA, the parties do not create any obligations, express or implied, other than those set forth herein, and this ILA shall not create any rights in parties not signatories hereto.

ARTICLE XII.

TERM. This ILA shall be effective upon execution by all parties and shall continue in effect annually until final written acceptance of the Project by all three parties. This ILA shall automatically renew annually during this period.

APPROVED AS TO FORM:

By: _____
 Name: _____
 Title: _____
 Date: _____

COUNTY OF COLLIN, TEXAS

By: _____
 Name: Keith Self
 Title: County Judge
 Date: _____
 Executed on this the ____ day of _____,
 2017, by the County of Collin,
 pursuant to Commissioners' Court
 Order No. _____.

ATTEST:

By: _____
 Name: Robyn Battle
 Title: Town Secretary
 Date: _____

TOWN OF PROSPER, TEXAS

By: _____
 Name: Harlan Jefferson
 Title: Town Manager
 Date: _____
 Executed on behalf of the Town of
 Prosper pursuant to Town Council
 Resolution No. _____

APPROVED AS TO FORM:

By: _____
 Name: Terrence S Welch
 Title: Town Attorney
 Date: _____

ATTEST:

By: _____
 Name: Vicki Faulkner
 Title: City Secretary
 Date: _____

CITY OF CELINA, TEXAS

By: _____
 Name: Jason Laumer
 Title: City Manager
 Date: _____
 Executed on behalf of the City of
 Celina pursuant to City Council
 Resolution No. _____

APPROVED AS TO FORM:

By: _____
 Name: _____
 Title: City Attorney
 Date: _____



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Paul DeBuff, Assistant to the City Manager
CC: Jason Laumer, City Manager
Date: April 10, 2018
Re: The Columns Bond Ordinance

Action Requested:

Consider and act upon an ordinance of the City Council of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2018 (The Columns Public Improvement District Project) and approving and authorizing related agreements. (The Columns PID Bonds) (DeBuff)

Background Information:

This ordinance approves the issuance of revenue bonds for The Columns Public Improvement District.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

This ordinance has been reviewed by the City Attorney.

Supporting Documents:

- Proposed bond ordinance

Staff Recommendation:

Staff recommends approval.

ORDINANCE NO. ____

AN ORDINANCE APPROVING AND AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF CELINA, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018 (THE COLUMNS PUBLIC IMPROVEMENT DISTRICT PROJECT); AND APPROVING AND AUTHORIZING RELATED AGREEMENTS.

WHEREAS, the City of Celina, Texas (the "City"), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "PID Act"), has previously established the "The Columns Public Improvement District" (the "District"), pursuant to Resolution No. 2017-203R adopted by the City Council of the City (the "City Council") on November 14, 2017; and

WHEREAS, pursuant to the PID Act, the City Council published notice of and opened a public hearing on February 13, 2018 and recessed that public hearing until March 23, 2018 at which time the hearing was continued until April 10, 2018 at which time the City Council continued the public hearing regarding the levy of special assessments against benefitted property located in the District, and, after hearing testimony at such public hearing, the City Council closed the public hearing and adopted Ordinance No. ____ (the "Assessment Ordinance") on April 10, 2018; and

WHEREAS, in the Assessment Ordinance, the City Council approved and accepted The Columns Public Improvement District Service and Assessment Plan, dated March 26, 2018 (the "Service and Assessment Plan") relating to the District and levied the "Assessments" (as defined in the Assessment Ordinance, the "Assessments") against the "Assessed Property" (as defined in the Service and Assessment Plan) as shown on the "Assessment Roll" (as defined and described in the Service and Assessment Plan); and

WHEREAS, capitalized terms used in this Ordinance and not otherwise defined herein shall have the meanings assigned to them in the Service and Assessment Plan; and

WHEREAS, the City is authorized by the PID Act to issue its revenue bonds payable from the Assessments and other revenues received for the purposes of (i) paying a portion of the Actual Costs of the Authorized Improvements, as defined in the Indenture (defined herein), (ii) paying a portion of the interest on the Bonds (defined herein) during and after the period of acquisition and construction of the Authorized Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying the costs of issuing the Bonds; and

WHEREAS, the City Council hereby finds and determines that it is in the best interests of the City to issue its bonds to be designated "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2018 (The Columns Public Improvement District Project)" (the "Bonds"), such series to be payable from and secured by the Pledged Revenues, as defined in the Indenture; and

WHEREAS, the City Council hereby finds and determines to (i) approve the issuance of the Bonds to finance a portion of the costs of the Authorized Improvements as identified in the Service and Assessment Plan, (ii) approve the form, terms and provisions of an indenture of trust securing the Bonds authorized hereby, (iii) approve the form, terms and provisions of a Bond Purchase Agreement (defined below) between the City and the purchaser of the Bonds, (iv) approve an Preliminary Limited Offering Memorandum and a Limited Offering Memorandum (defined below), (v) approve the form, terms and provisions of a Continuing Disclosure

Agreement (defined below), (vi) approve the form, terms and provisions of a Reimbursement Agreement (defined below), (vii) approve the form, terms and provisions of a Landowner Agreement (defined below), and (viii) approve the form, terms and provisions of a CFA Agreement (defined below); and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code; now, therefore

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

SECTION 1. Approval of Issuance of Bonds and Indenture of Trust.

(a) The issuance of the Bonds in the principal amount of \$_____ for the purpose of providing funds for (i) paying a portion of the Costs of the Authorized Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Authorized Improvements, as defined in the Indenture, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying the costs of issuing the Bonds, is hereby authorized and approved.

(b) The Bonds shall be issued and secured under that certain Indenture of Trust (the "Indenture") dated as of April 1, 2018, between the City and U.S. Bank National Association, as trustee (the "Trustee"), with such changes as may be necessary or desirable to carry out the intent of this Ordinance and as approved by the City Manager and the City's land use attorney, such approval to be evidenced by the execution and delivery of the Indenture by the Mayor or Mayor Pro Tem of the City, which Indenture is hereby approved in substantially the form attached hereto as **Exhibit A** which is incorporated herein as a part hereof for all purposes. The Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute the Indenture and the City Secretary is hereby authorized and directed to attest such signature of the Mayor or Mayor Pro Tem.

(c) The Bonds shall be dated, shall mature on the date or dates and in the principal amounts, shall bear interest, shall be subject to redemption and shall have such other terms and provisions as set forth in the Indenture. The Bonds shall be in substantially the form set forth in the Indenture with such insertions, omissions and modifications as may be required to conform the form of bond to the actual terms of the Bonds. The Bonds shall be payable from and secured by the Pledged Revenues (as defined in the Indenture) and other assets of the "Trust Estate" (as defined in the Indenture) pledged to such series, and shall never be payable from ad valorem taxes.

SECTION 2. Sale of Bonds; Approval of Bond Purchase Agreement. The Bonds shall be sold to FMSbonds, Inc. (the "Underwriter") under that certain Bond Purchase Agreement (the "Bond Purchase Agreement"), dated the date hereof, among the City and the Underwriter, substantially in the form attached hereto as **Exhibit B** which is incorporated herein as a part hereof for all purposes, which terms of sale are declared to be in the best interests of the City at the price and on the terms and provisions set forth in the Bond Purchase Agreement. The form, terms and provisions of the Bond Purchase Agreement are hereby authorized and approved with such changes as may be necessary or desirable to carry out the intent of this Ordinance and as approved by the City Manager and the City's land use attorney, such approval to be evidenced by the execution and delivery of the Bond Purchase Agreement by the

Mayor or Mayor Pro Tem of the City. The Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute and deliver the Bond Purchase Agreement.

SECTION 3. Limited Offering Memorandum. The form and substance of the Preliminary Limited Offering Memorandum for the Bonds and any addenda, supplement or amendment thereto and the final Limited Offering Memorandum (the "Limited Offering Memorandum") are hereby in all respects approved and adopted. The Mayor or Mayor Pro Tem is hereby authorized and directed to execute such Limited Offering Memorandum with such changes and alterations therein as the Mayor or Mayor Pro Tem may approve, such approval to be conclusively evidenced by such execution thereof. The Limited Offering Memorandum as thus approved, executed and delivered, with such appropriate variations as shall be approved by the Mayor or Mayor Pro Tem of the City and the Underwriter, may be used by the Underwriter in the offering and sale of the Bonds. The City Secretary is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum and Limited Offering Memorandum and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Limited Offering Memorandum in the offering of the Bonds is hereby ratified, approved and confirmed. Notwithstanding the execution, approval and delivery of such Preliminary Limited Offering Memorandum and Limited Offering Memorandum by the Mayor or Mayor Pro Tem, this City Council, including the Mayor and Mayor Pro Tem, are not responsible for and proclaim no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and Limited Offering Memorandum pertaining to the Development (as defined in the Limited Offering Memorandum), CADG Celina Outer Loop, LLC, a Texas limited liability company (the "Developer") or their financial ability, any builders, any landowners, or the appraisal of the property in the District.

SECTION 4. Continuing Disclosure Agreement. That certain Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") between the City and FSC Continuing Disclosure Services, a division of Hilltop Securities Inc. (the "Dissemination Agent") is hereby authorized and approved in substantially the form attached hereto as **Exhibit C** which is incorporated herein as a part hereof for all purposes and the City Manager, Mayor and Mayor Pro Tem of the City is authorized and directed to execute and deliver such Continuing Disclosure Agreement with such changes as may be required to carry out the purpose of this Ordinance and as approved by the City Manager, Mayor or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 5. Reimbursement Agreement. That certain agreement titled The Columns Public Improvement District Reimbursement Agreement (the "Reimbursement Agreement") between the City and the Developer is hereby authorized and approved in substantially the form attached hereto as **Exhibit D** which is incorporated herein as a part hereof for all purposes and the Mayor or Mayor Pro Tem is hereby authorized and directed to execute and deliver such Reimbursement Agreement with such changes as may be required to carry out the purpose of this Ordinance and then as approved by the Mayor or Mayor Pro Tem, such approval to be evidenced by the execution thereof. The Mayor's or Mayor Pro Tem's signature on the Reimbursement Agreement may be attested by the City Secretary.

SECTION 6. Landowner Agreement. That certain Landowner Agreement (the "Landowner Agreement"), between the City and the entity defined in the Landowner Agreement as the "Landowner" is hereby authorized and approved in substantially the form attached hereto as **Exhibit E** which is incorporated herein as a part hereof for all purposes and the Mayor or Mayor Pro Tem is each hereby authorized and directed to execute and deliver such Landowner

Agreement with such changes as may be required to carry out the purposes of this Ordinance and approved by the Mayor or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 7. CFA Agreement. That certain agreement titled The Columns Public Improvement District Construction, Funding and Acquisition Agreement (the “CFA Agreement”) between the City and the Developer is hereby authorized and approved in substantially the form attached hereto as **Exhibit F** which is incorporated herein as a part hereof for all purposes and the Mayor or Mayor Pro Tem is hereby authorized and directed to execute and deliver such CFA Agreement with such changes as may be required to carry out the purpose of this Ordinance and then as approved by the Mayor or Mayor Pro Tem, such approval to be evidenced by the execution thereof. The Mayor’s or Mayor Pro Tem’s signature on the CFA Agreement may be attested by the City Secretary.

SECTION 8. Additional Actions. The Mayor, Mayor Pro Tem, the City Manager, the Director of Finance, and the City Secretary are each hereby authorized and directed to take any and all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Ordinance and to issue the Bonds in accordance with the terms of this Ordinance. The Mayor, Mayor Pro Tem, the City Manager, the Director of Finance, and the City Secretary are each hereby authorized and directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in connection with the sale, issuance and delivery of the Bonds and the carrying out of the purposes and intent of this Ordinance or any other certificates, agreements, or other documents subsequent to the delivery of the Bonds which may be necessary or appropriate to carry out or fulfill the purpose and intent of the Service and Assessment Plan and the acquisition and construction of the Authorized Improvements.

SECTION 9. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 10. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 11. Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 12. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 13. Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble of this Ordinance are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 14. Effective Date. This Ordinance shall take effect and be in force immediately from and after its adoption on the date shown below in accordance with Texas Government Code, Section 1201.028, as amended.

[Remainder of page intentionally left blank]

PASSED AND ADOPTED, this _____.

CITY OF CELINA, TEXAS

Mayor Pro Tem

ATTEST:

City Secretary

(City Seal)

Attachment: Celina - The Columns PID 2018 - Bond Ordinance (3-28) ATTACHMENTS ADDED (The Columns Bond Ordinance)

EXHIBIT A
INDENTURE OF TRUST

Attachment: Celina - The Columns PID 2018 - Bond Ordinance (3-28) ATTACHMENTS ADDED (The Columns Bond Ordinance)

INDENTURE OF TRUST

By and Between

CITY OF CELINA, TEXAS

and

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

DATED AS OF APRIL 1, 2018

SECURING

\$ _____
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018
(THE COLUMNS PUBLIC IMPROVEMENT
DISTRICT PROJECT)

Attachment: Celina - The Columns PID 2018 - Bond Ordinance (3-28) ATTACHMENTS ADDED (The Columns Bond Ordinance)

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INDENTURE OF TRUST

THIS INDENTURE, dated as of April 1, 2018 is by and between the CITY OF CELINA, TEXAS (the "City"), and U.S. BANK NATIONAL ASSOCIATION, as trustee (together with its successors, the "Trustee"). Capitalized terms used in the preambles, recitals and granting clauses and not otherwise defined shall have the meanings assigned thereto in Article I.

WHEREAS, a petition was submitted by the Petitioner (defined herein) and filed with the City Secretary of the City (the "City Secretary") pursuant to the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the "PID Act"), requesting the creation of a public improvement district located in the city limits of the City to be known as The Columns Public Improvement District (the "District"); and

WHEREAS, the petition contained the signature of the owner of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Collin Central Appraisal District, and the signature of the property owner who owns taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the District; and

WHEREAS, on November 14, 2017 after due notice, the City Council of the City (the "City Council") held the public hearing in the manner required by law on the advisability of the improvement projects and services described in the petition as required by Section 372.009 of the PID Act and on November 14, 2017 the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2017-203R adopted by a majority of the members of the City Council, authorized the District in accordance with its finding as to the advisability of the improvement projects and services; and

WHEREAS, on November 17, 2017 the City published notice of its authorization of the District in the *Celina Record*, a newspaper of general circulation in the City; and

WHEREAS, no written protests of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after November 14, 2017; and

WHEREAS, on December 12, 2017 the City Council by Resolution No. 2017-213R made findings and determinations relating to the Costs of certain Authorized Improvements, received and accepted a preliminary service and assessment plan and proposed assessment roll, called a public hearing for February 13, 2018 and directed City staff to (i) file said proposed assessment roll with the City Secretary and to make it available for public inspection as required by Section 372.016(b) of the PID Act and (ii) publish such notice as required by Section 372.016(b) of the PID Act relating to the February 13, 2018 hearing; and

WHEREAS, on December 22, 2017 the City Council, pursuant to Section 372.016(b) of the PID Act, published notice of a public hearing in the *Celina Record*, a newspaper of general circulation in the City, to consider the proposed "Assessment Roll" and the "Service and Assessment Plan" and the levy of the "Assessments" on property in the District; and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the PID Act, mailed notice of the public hearing to consider the proposed Assessment Roll and the Service and

Assessment Plan and the levy of Assessments on property in the District to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Council opened the hearing on February 13, 2018, and recessed the hearing to March 23, 2018, at which time, the hearing was continued until April 10, 2018; and

WHEREAS, the City Council convened the hearing on April 10, 2018, and at such public hearing all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the proposed Assessment Roll and the Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessment, the allocation of Costs, the purposes of the Assessment, the special benefits of the Assessment, and the penalties and interest on annual installments and on delinquent annual installments of the Assessment, and there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of Costs, the Assessment Roll, and the levy of the Assessments; and

WHEREAS, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, and

WHEREAS, on April 10, 2018, the City approved and accepted the Service and Assessment Plan in conformity with the requirements of the PID Act and adopted the Assessment Ordinance and therein levied the Assessments; and

WHEREAS, the City Council hereby finds and determines that the Assessment Roll and the Service and Assessment Plan should be approved and that the Assessments should be levied as provided in the Service and Assessment Plan and the Assessment Roll; and

WHEREAS, the City Council is authorized by the PID Act to issue its revenue bonds payable from the Assessments for the purpose of (i) paying a portion of the Costs of the Authorized Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Authorized Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying costs of issuance; and

WHEREAS, the City Council now desires to issue revenue bonds, in accordance with the PID Act, such bonds to be entitled "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2018 (The Columns Public Improvement District Project)" (the "Bonds"), such Bonds being payable solely from the Pledged Revenues and other funds pledged under this Indenture to the payment of the Bonds and for the purposes set forth in this preamble; and

WHEREAS, the Trustee has agreed to accept the trusts herein created upon the terms set forth in this Indenture;

NOW, THEREFORE, the City, in consideration of the foregoing premises and acceptance by the Trustee of the trusts herein created, of the purchase and acceptance of the Bonds by the Owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, CONVEY, PLEDGE, TRANSFER, ASSIGN, and DELIVER to the Trustee for the benefit of the Owners, a security interest in all of the moneys, rights and properties described in the Granting Clauses hereof, as follows (collectively, the "Trust Estate"):

FIRST GRANTING CLAUSE

The Pledged Revenues, as herein defined, and all moneys and investments held in the Pledged Funds, including any contract or any evidence of indebtedness related thereto or other rights of the City to receive any of such moneys or investments, whether now existing or hereafter coming into existence, and whether now or hereafter acquired;

SECOND GRANTING CLAUSE

Any and all other property or money of every name and nature which is, from time to time hereafter by delivery or by writing of any kind, conveyed, pledged, assigned or transferred, to the Trustee as additional security hereunder by the City or by anyone on its behalf or with its written consent, and the Trustee is hereby authorized to receive any and all such property or money at any and all times and to hold and apply the same subject to the terms thereof;

TO HAVE AND TO HOLD the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors or assigns;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the benefit of all present and future Owners of the Bonds from time to time issued under and secured by this Indenture, and for enforcement of the payment of the Bonds in accordance with their terms, and for the performance of and compliance with the obligations, covenants, and conditions of this Indenture;

PROVIDED, HOWEVER, that if and to the extent Assessments have been prepaid, the lien on real property associated with such Assessment prepayment shall be released from the Trust Estate and shall no longer constitute a part of the Trust Estate;

PROVIDED, FURTHER, HOWEVER, if the City or its assigns shall well and truly pay, or cause to be paid, the principal or redemption price of and the interest on all the Bonds at the times and in the manner stated in the Bonds, according to the true intent and meaning thereof, then this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Indenture is to be and remain in full force and effect;

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated, and delivered and the Trust Estate hereby created, assigned, and pledged is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as hereinafter expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners from time to time of the Bonds as follows:

ARTICLE I

DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.1. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Indenture, the following terms shall have the meanings specified below:

"Account" means any of the accounts established pursuant to Section 6.1 of this Indenture.

"Additional Bonds" means any bonds or other obligations issued pursuant to the provisions of Section 13.2 hereof.

"Additional Obligations" means any bonds or obligations, including specifically, any installment contracts, reimbursement agreements, temporary note or time warrant secured in whole or in part by an assessment, other than the Assessments securing the Bonds, levied against property within the District in accordance with the PID Act.

"Administrative Fund" means that Fund established by Section 6.1 and administered pursuant to Section 6.9 hereof.

"Administrator" means an employee or designee of the City who shall have the responsibilities provided in the Service and Assessment Plan, this Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District.

"Annual Collection Costs" mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of: (i) creating and organizing the PID, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the PID, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Assessments and the system of registration and transfer of the Bonds, (v) paying and redeeming the Bonds, (vi) investing or depositing of monies, (vii) complying with the PID Act and other laws applicable to the Bonds, (viii) the Trustee fees and expenses relating to the Bonds, including reasonable fees, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Authorized Improvements. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

"Annual Debt Service" means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds in such Bond Year, assuming that the Outstanding Bonds are retired as scheduled (including by reason of Sinking Fund Installments), and (ii) the principal amount of the Outstanding Bonds due in such Bond Year (including any Sinking Fund Installments due in such Bond Year).

"Annual Installment" means, with respect to each Assessed Parcel, each annual payment of (i) the Assessment as shown on the Assessment Roll attached to the Service and Assessment Plan as Appendix D and related to the Bonds and the Authorized Improvements; (ii) administrative expenses, (iii) the additional per annum interest payment equivalent to .50% higher than the rate on the Bonds which amount is used to fund the Prepayment and Delinquency Reserve Account.

"Annual Service Plan Update" means the annual review and update of the Service and Assessment Plan required by the PID Act and the Service and Assessment Plan.

“Applicable Laws” means the PID Act, and all other laws or statutes, rules, or regulations, and any amendments thereto, of the State of Texas or of the United States, by which the City and its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived.

“Assessed Parcel” means each respective parcel of land located within the District against which an Assessment is levied by the Assessment Ordinance in accordance with the Service and Assessment Plan.

“Assessment Ordinance” means Ordinance No. _____ adopted by the City Council on April 10, 2018, that levied the Assessments on the Assessed Parcels.

“Assessment Revenue” means monies collected by or on behalf of the City from any one or more of the following: (i) an Assessment levied against an Assessed Parcel, or Annual Installment payment thereof, including any interest on such Assessment or Annual Installment thereof during any period of delinquency, (ii) a Prepayment, (iii) Delinquent Collection Costs, and (iv) Foreclosure Proceeds.

“Assessment Roll” means the Assessment Roll attached as Appendix D to the Service and Assessment Plan or any other Assessment Roll in an amendment or supplement to the Service and Assessment Plan or in an Annual Service Plan Update, showing the total amount of the Assessment against each Assessed Parcel related to the Bonds and the Authorized Improvements, as updated, modified, or amended from time to time in accordance with the terms of the Service and Assessment Plan and the PID Act.

“Assessments” means the aggregate assessments shown on the Assessment Roll. The singular of such term means the assessment levied against an Assessed Parcel, as shown on the Assessment Roll, subject to reallocation upon the subdivision of an Assessed Parcel or reduction according to the provisions of the Service and Assessment Plan and the PID Act.

“Authorized Denomination” means \$100,000 and any integral multiple of \$5,000 in excess thereof; provided, however, that if the total principal amount of the Outstanding Bonds is less than \$100,000 then the Authorized Denomination shall be the amount of the Outstanding Bonds.

“Authorized Improvements” means improvements authorized by Section 372.003 of the PID Act, including those listed in Section III of the Service and Assessment Plan, for which Assessments are levied against an Assessed Parcel that are designed, constructed, and installed in accordance with the Service and Assessment Plan or an Annual Service Plan Update.

“Bond” means any of the Bonds.

“Bond Counsel” means Norton Rose Fulbright US LLP or any other attorney or firm of attorneys designated by the City that are nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

“Bond Date” means the date designated as the initial date of the Bonds by Section 3.2(a) of this Indenture.

"Bond Fund" means the Fund established pursuant to Section 6.1 and administered as provided in Section 6.4.

"Bond Ordinance" means Ordinance No. _____ adopted by the City Council on April 10, 2018 authorizing the issuance of the Bonds pursuant to this Indenture.

"Bond Pledged Revenue Account" means the Account of such name established pursuant to Section 6.1.

"Bond Year" means the one-year period beginning on September 1 in each year and ending on August 1 in the following year.

"Bonds" means the City's bonds authorized to be issued by Section 3.1(a) of this Indenture entitled "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2018 (The Columns Public Improvement District Project)".

"Bonds Similarly Secured" means the Outstanding Bonds and any Additional Bonds issued subsequent to the issuance of the Bonds.

"Business Day" means any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the City or the Trustee.

"Capitalized Interest Account" means the Account of such name established pursuant to Section 6.1.

"Certification for Payment" means a certificate substantially in the form of Exhibit A attached to the Construction Funding Agreement or otherwise approved by the Developer and the City Representative executed by an engineer, construction manager or other person or entity acceptable to the City, as evidenced by the signature of a City Representative, delivered to the City Representative and the Trustee specifying the amount of work performed and the Costs thereof, and requesting payment for such Costs from money on deposit in the Project Fund as further described in the Construction Funding Agreement and Section 6.5 herein.

"City Certificate" means a certificate signed by a City Representative and delivered to the Trustee.

"City Order" means written instructions by the City, executed by a City Representative.

"City Representative" means any official or agent of the City authorized by the City Council to undertake the action referenced herein.

"Closing Date" means the date of the initial delivery of and payment for the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

"Construction Funding Agreement" means the "The Columns Public Improvement District Construction, Funding, and Acquisition Agreement" dated as of April 10, 2018, between the City and the Developer associated with the Bonds, which relates to the levying and

collection of Assessments, the construction of the Authorized Improvements, the maintenance of the Authorized Improvements, the issuance of bonds and other matters related thereto.

“Costs” means the costs of the Authorized Improvements.

“Costs of Issuance Account” means the Account established pursuant to Section 6.1.

“Defeasance Securities” means Investment Securities then authorized by applicable law for the investment of funds to defease public securities.

“Delinquent Collection Costs” means the costs related to the foreclosure on an Assessed Parcel and the costs of collection of a delinquent Assessment, including penalties and reasonable attorney’s fees actually paid, but excluding amounts representing interest and penalty interest.

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named in this Indenture, the transfer/payment office located in St. Paul, Minnesota, or such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

"Developer" means CADG Celina Outer Loop, LLC, a Texas limited liability company (including its successors and assigns).

"Development Agreement" means the Development Agreement, The Columns Public Improvement District Agreement and Tax Increment Reinvestment Zone Agreement by and between the City and the Developer effective October 13, 2017 which provides for the development of property within the District, the creation of the District and a tax increment reinvestment zone, the construction and financing of the Authorized Improvements and other matters related thereto.

"Developer Improvement Account" means the Account of such name established pursuant to Section 6.1.

“DTC” shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” shall mean brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Foreclosure Proceeds” means the proceeds, including interest and penalty interest, received by the City from the enforcement of the Assessments against any Assessed Parcel or Assessed Parcels, whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Costs.

“Fund” means any of the funds established pursuant to Section 6.1 of this Indenture.

“Indenture” means this Indenture of Trust as originally executed or as it may be from time to time supplemented or amended by one or more indentures supplemental hereto and entered into pursuant to the applicable provisions hereof.

“Independent Financial Consultant” means any consultant or firm of such consultants appointed by the City who, or each of whom: (i) is judged by the City, as the case may be, to have experience in matters relating to the issuance and/or administration of the Bonds; (ii) is in fact independent and not under the domination of the City; (iii) does not have any substantial interest, direct or indirect, with or in the City, or any owner of real property in the District, or any real property in the District; and (iv) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make reports to the City.

“Initial Bond” means the Initial Bond as set forth in Exhibit A to this Indenture.

“Interest Payment Date” means the date or dates upon which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being on March 1 and September 1 of each year, commencing September 1, 2018.

“Investment Securities” means those authorized investments described in the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended; and provided further investments are, at the time made, included in and authorized by the City’s official investment policy as approved by the City Council from time to time.

“Maximum Annual Debt Service” means the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds.

“Outstanding” means, as of any particular date when used with reference to Bonds, all Bonds authenticated and delivered under this Indenture except (i) any Bond that has been canceled by the Trustee (or has been delivered to the Trustee for cancellation) at or before such date, (ii) any Bond for which the payment of the principal or redemption price of and interest on such Bond shall have been made as provided in Article IV, and (iii) any Bond in lieu of or in substitution for which a new Bond shall have been authenticated and delivered pursuant to Section 3.10 herein.

“Owner” means the Person who is the registered owner of a Bond or Bonds, as shown in the Register, which shall be Cede & Co., as nominee for DTC, so long as the Bonds are in book-entry only form and held by DTC as securities depository in accordance with Section 3.11 herein.

“Paying Agent/Registrar” means initially the Trustee, or any successor thereto as provided in this Indenture.

“Person” or “Persons” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

“Petitioner” means CADG Celina Outer Loop, LLC, a Texas limited liability company (including its successors and assigns).

“PID Act” means Texas Local Government Code, Chapter 372, Improvement Districts in Municipalities and Counties, Subchapter A, Public Improvement Districts, as amended.

"PID Reimbursement Agreement" means the "The Columns Public Improvement District Reimbursement Agreement" between the City and the Developer effective April 10, 2018, which provides, in part, for the deposit of proceeds from the issuance and sale of the Bonds and the payment of costs of Authorized Improvements within in the District, the issuance of bonds, the reimbursement of costs to the Developer from the proceeds of the Bonds for funds advanced by the Developer and used to pay costs of Authorized Improvements and other matters related thereto.

"Pledged Funds" means the Pledged Revenue Fund (excluding the Developer Reimbursement Pledged Revenue Account), the Bond Fund, the Project Fund (but excluding the Developer Improvement Account), the Reserve Fund, and the Redemption Fund.

"Pledged Revenue Fund" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.3 herein.

"Pledged Revenues" means the sum of (i) Assessment Revenue less (a) the Annual Collection Costs and (b) Foreclosure Proceeds, (ii) the moneys held in any of the Pledged Funds, and (iii) any additional revenues that the City may pledge to the payment of Bonds and Additional Bonds.

"Prepayment" means the payment of all or a portion of an Assessment before the due date thereof.

"Prepayment and Delinquency Reserve Account" means the Account of such name established pursuant to Section 6.1.

"Prepayment and Delinquency Reserve Requirement" means an amount equal to 5.50% of the principal amount of the Outstanding Bonds which will be funded from revenues received from the payment of Assessments deposited to the Pledged Revenue Fund.

"Principal and Interest Account" means the Account of such name established pursuant to Section 6.1.

"Project Fund" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.5 herein.

"Purchaser" means the initial purchaser of the Bonds.

"Rebate Amount" has the meaning set forth in section 1.148-1(b) of the Regulations.

"Rebate Fund" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.8 herein.

"Record Date" means the close of business on the fifteenth calendar day (whether or not a Business Day) of the month next preceding an Interest Payment Date.

"Redemption Fund" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.6 herein.

"Register" means the register specified in Article III of this Indenture.

"Reimbursement Fund" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.12 herein.

"Reserve Fund" means that fund established pursuant to Section 6.1 and administered in Section 6.7 herein.

"Reserve Fund Obligations" means cash or Investment Securities.

"Reserve Fund Requirement" means the least of: (i) Maximum Annual Debt Service on the Bonds Similarly Secured as of the date of issuance, (ii) 125% of average Annual Debt Service on the Bonds Similarly Secured as of the date of issuance, or (iii) 10% of the proceeds of the Bonds Similarly Secured; provided, however, that such amount shall be reduced by the amount of any transfers made pursuant to subsections (c) and (d) of Section 6.7; and provided further that as a result of an optional redemption pursuant to Section 4.3, the Reserve Fund Requirement shall be reduced by a percentage equal to the pro rata principal amount of Bonds Similarly Secured redeemed by such optional redemption divided by the total principal amount of the Outstanding Bonds Similarly Secured prior to such redemption. As of the date of delivery of the Bonds, the Reserve Fund Requirement is \$_____ which is an amount equal to Maximum Annual Debt Service on the Bonds Similarly Secured as of the date of issuance and the City shall promptly consult with the Trustee to establish any necessary reduction to the Reserve Fund Requirement.

"Service and Assessment Plan" means the document, including the Assessment Roll, as amended, including any annual updates thereto, which is attached as Exhibit D to the Assessment Ordinance.

"Sinking Fund Installment" means the amount of money to redeem or pay at maturity the portion of the principal of Bonds payable from such installments at the times and in the amounts provided in Section 4.2 herein.

"Stated Maturity" means the date the Bonds, or any portion of the Bonds, as applicable, are scheduled to mature without regard to any redemption or prepayment.

"Supplemental Indenture" means an indenture which has been duly executed by the Trustee and the City Representative pursuant to an ordinance adopted by the City Council and which indenture amends or supplements this Indenture, but only if and to the extent that such indenture is specifically authorized hereunder.

"Tax Certificate" means the Certificate as to Tax Exemption delivered by the City on the Closing Date for the Bonds setting forth the facts, estimates and circumstances in existence on the Closing Date which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the interest on such Bonds to be included in the gross income of the Owners thereof for Federal income tax purposes.

"Trust Estate" means the Trust Estate described in the granting clauses of this Indenture.

"Trustee" means U.S. Bank National Association, Dallas, Texas, and its successors, and any other corporation or association that may at any time be substituted in its place, as provided in Article IX, such entity to serve as Trustee and Paying Agent/Registrar for the Bonds.

Section 1.2. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Indenture are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.3. Table of Contents, Titles and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Indenture or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Words importing persons include any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof.

(c) Any reference to a particular Article or Section shall be to such Article or Section of this Indenture unless the context shall require otherwise.

(d) This Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Indenture.

ARTICLE II

THE BONDS

Section 2.1. Security for the Bonds.

The Bonds, as to both principal and interest, are and shall be equally and ratably secured by and payable from a first lien on and pledge of the Trust Estate.

The lien on and pledge of the Pledged Revenues shall be valid and binding and fully perfected from and after the Closing Date, which is the date of the delivery of this Indenture, without physical delivery or transfer of control of the Pledged Revenues, the filing of this Indenture or any other act; all as provided in Texas Government Code, Chapter 1208, as amended, which applies to the issuance of the Bonds and the pledge of the Pledged Revenues granted by the City under this Indenture, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are Outstanding such that the pledge of the Pledged Revenues granted by the City under this Indenture is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and

necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

Section 2.2. Limited Obligations.

The Bonds are special and limited obligations of the City, payable solely from and secured solely by the Trust Estate, including the Pledged Revenues and the Pledged Funds; and the Bonds shall never be payable out of funds raised or to be raised by taxation or from any other revenues, properties or income of the City.

Section 2.3. Authorization for Indenture.

The terms and provisions of this Indenture and the execution and delivery hereof by the City to the Trustee have been duly authorized by official action of the City Council of the City. The City has ascertained and it is hereby determined and declared that the execution and delivery of this Indenture is necessary to carry out and effectuate the purposes set forth in the preambles of this Indenture and that each and every covenant or agreement herein contained and made is necessary, useful or convenient in order to better secure the Bonds and is a contract or agreement necessary, useful and convenient to carry out and effectuate the purposes herein described.

Section 2.4. Contract with Owners and Trustee.

(a) The purposes of this Indenture are to establish a lien and the security for, and to prescribe the minimum standards for the authorization, issuance, execution and delivery of, the Bonds and to prescribe the rights of the Owners, and the rights and duties of the City and the Trustee.

(b) In consideration of the purchase and acceptance of any or all of the Bonds by those who shall purchase and hold the same from time to time, the provisions of this Indenture shall be a part of the contract of the City with the Owners, and shall be deemed to be and shall constitute a contract among the City, the Owners, and the Trustee.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.1. Authorization.

The Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including particularly the PID Act, as amended. The Bonds shall be issued in the aggregate principal amount of \$_____ for the purpose of (i) paying a portion of the Costs of the Authorized Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Authorized Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying the costs of issuance.

Section 3.2. Date, Denomination, Maturities, Numbers and Interest.

(a) The Bonds shall be dated April 1, 2018 (the "Bond Date") and shall be issued in Authorized Denominations. The Bonds shall be in fully registered form, without coupons, and shall be numbered separately from R-1 upward, except the Initial Bond, which shall be numbered T-1.

(b) Interest shall accrue and be paid on each Bond from the later of the date of initial delivery of the Bonds or the most recent Interest Payment Date to which interest has been paid or provided for, at the rate per annum set forth below until the principal thereof has been paid on the maturity date specified below or otherwise provided for. Such interest shall be payable semiannually on March 1 and September 1 of each year, commencing September 1, 2018 computed on the basis of a 360-day year of twelve 30-day months.

(c) The Bonds shall mature on September 1 in the years and in the principal amounts and shall bear interest as set forth below:

<u>Year</u>	<u>Principal Amount (\$)</u>	<u>Interest Rate (%)</u>
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(d) The Bonds shall be subject to mandatory sinking fund redemption, optional redemption, and extraordinary optional redemption prior to maturity as provided in Article IV herein, and shall otherwise have the terms, tenor, denominations, details, and specifications as set forth in the form of Bond set forth in Exhibit A to this Indenture.

Section 3.3. Conditions Precedent to Delivery of Bonds.

The Bonds shall be executed by the City and delivered to the Trustee, whereupon the Trustee shall authenticate the Bonds and, upon payment of the purchase price of the Bonds, shall deliver the Bonds upon the order of the City, but only upon delivery to the Trustee of:

- (a) a certified copy of the Assessment Ordinance;
- (b) a certified copy of the Bond Ordinance;
- (c) a copy of the executed PID Reimbursement Agreement;
- (d) a copy of the executed Construction Funding Agreement;
- (e) a copy of this Indenture executed by the Trustee and the City; and

(f) a City Certificate directing the authentication and delivery of the Bonds, describing the Bonds to be authenticated and delivered, designating the purchasers to whom the Bonds are to be delivered, stating the purchase price of the Bonds and stating that all items required by this Section are therewith delivered to the Trustee in form and substance satisfactory to the City.

Section 3.4. Medium, Method and Place of Payment.

(a) Principal of and interest on the Bonds shall be paid in lawful money of the United States of America, as provided in this Section.

(b) Interest on the Bonds shall be payable to the Owners thereof as shown in the Register at the close of business on the relevant Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

(c) Interest on the Bonds shall be paid by check, dated as of the Interest Payment Date, and sent, United States mail, first-class, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each as such appears in the Register or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, the Owner shall bear all risk and expense of such other banking arrangement.

(d) The principal of each Bond shall be paid to the Owner of such Bond on the due date thereof, whether at the maturity date or the date of prior redemption thereof, upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in Section 3.2 of this Indenture.

(f) Unclaimed payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds to which such unclaimed payments pertain. Subject to any escheat, abandoned property, or similar law of the State of Texas, any such payments remaining unclaimed by the Owners entitled thereto for two (2) years after the applicable payment or redemption date shall be applied to the next payment or payments on such Bonds thereafter coming due and, to the extent any such money remains after the retirement of all Outstanding Bonds, shall be paid to the City to be used for any lawful purpose. Thereafter, none of the City, the Paying Agent/Registrar, or any other Person shall be liable or responsible to any holders of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to any applicable escheat law or similar law of the State of Texas.

Section 3.5. Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor or Mayor Pro Tem and City Secretary, by their manual or facsimile signatures, and the official seal of the City

shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Indenture unless and until there appears thereon the Certificate of Trustee substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Trustee. It shall not be required that the same officer or authorized signatory of the Trustee sign the Certificate of Trustee on all of the Bonds. In lieu of the executed Certificate of Trustee described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his or her duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas, is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Bond representing the entire principal amount of all Bonds, payable in stated installments to the Purchaser, or its designee, executed with the manual or facsimile signatures of the Mayor or Mayor Pro Tem and the City Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Purchaser or its designee. Upon payment for the Initial Bond, the Trustee shall cancel the Initial Bond and deliver to DTC on behalf of the Purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC.

Section 3.6. Ownership.

(a) The City, the Trustee the Paying Agent/Registrar and any other Person may treat the Person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment as provided herein (except interest shall be paid to the Person in whose name such Bond is registered on the relevant Record Date) and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Trustee, nor the Paying Agent/Registrar, shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of any Bond shall be valid and effectual and shall discharge the liability of the City, the Trustee and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.7. Registration, Transfer and Exchange.

(a) So long as any Bond remains Outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a Register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall

provide for the registration and transfer of Bonds in accordance with this Indenture. The Paying Agent/Registrar represents and warrants that it will file and maintain a copy of the Register with the City, and shall cause the Register to be current with all registration and transfer information as from time to time may be applicable.

(b) A Bond shall be transferable only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any Authorized Denomination and in an aggregate principal amount equal to the unpaid principal amount of the Bond presented for exchange. The Trustee is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) The Trustee is hereby authorized to authenticate and deliver Bonds transferred or exchanged in accordance with this Section. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first-class, postage prepaid, to the Owner or his designee. Each transferred Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such transferred Bond is delivered.

(e) Each exchange Bond delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(f) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different Authorized Denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Bond.

(g) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond or portion thereof called for redemption prior to maturity within forty-five (45) days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

Section 3.8. Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Indenture, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Indenture, shall be cancelled, and proper records shall be made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall dispose of cancelled Bonds in accordance with the records retention requirements of the Trustee.

Section 3.9. Temporary Bonds.

(a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the City may execute and, upon the City's request, the Trustee shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Indenture.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Trustee the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bond or Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and the Trustee shall authenticate and deliver in exchange therefor a Bond or Bonds of the same maturity and series, in definitive form, in the Authorized Denomination, and in the same aggregate principal amount, as the Bond or Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.10. Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Trustee shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Trustee, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the Trustee to save them and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Trustee and the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Trustee.

(c) After the delivery of such replacement Bond, if a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the Person to whom it was delivered or any Person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City, the Paying Agent/Registrar or the Trustee in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.11. Book-Entry Only System.

The Bonds shall initially be issued in book-entry-only form and shall be deposited with DTC, which is hereby appointed to act as the securities depository therefor, in accordance with the letter of representations from the City to DTC. On the Closing Date the definitive Bonds shall be issued in the form of a single typewritten certificate for each maturity thereof registered in the name of Cede & Co., as nominee for DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other Person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Indenture to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the Person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners as shown in the Register, as provided in this Indenture, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No Person other than an Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Indenture. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to

interest checks or drafts being mailed to the registered owner at the close of business on the relevant Record Date, the word "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

Section 3.12. Successor Securities Depository: Transfer Outside Book-Entry-Only System.

In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the letter of representations from the City to DTC, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Indenture.

Section 3.13. Payments to Cede & Co.

Notwithstanding any other provision of this Indenture to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds shall be made and given, respectively, in the manner provided in the blanket letter of representations from the City to DTC.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.1. Limitation on Redemption.

The Bonds shall be subject to redemption before their scheduled maturity only as provided in this Article IV.

Section 4.2. Mandatory Sinking Fund Redemption.

(a) The Bonds are subject to mandatory sinking fund redemption prior to their stated maturity and will be redeemed by the City in part at the price of par plus accrued and unpaid interest to the date of redemption from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

Term Bonds Maturing September 1, 20

Term Bonds Maturing September 1, 20

Redemption Date

Principal Amount

Redemption Date

Principal Amount

* Stated Maturity

(b) At least forty-five (45) days prior to each sinking fund redemption date, the Trustee shall select a principal amount of Bonds of such maturity equal to the Sinking Fund Installment amount of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.6.

(c) The principal amount of Bonds of a stated maturity required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 45 days prior to the sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

(d) The principal amount of Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Bonds which, at least forty-five (45) days prior to the sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions hereof and not previously credited to a sinking mandatory fund redemption.

Section 4.3. Optional Redemption.

(a) The City reserves the right and option to redeem Bonds before their scheduled maturity dates, in whole or in part, on any date on or after September 1, 20__, such redemption date or dates to be fixed by the City, at the price of par, plus accrued interest to the date of redemption.

Section 4.4. Extraordinary Optional Redemption.

The City reserves the right and option to redeem Bonds before their scheduled maturity dates, in whole or in part, on the first day of any month, at 100% of the principal amount of such Bonds, or portions thereof, to be redeemed plus accrued interest to the date of redemption from amounts on deposit in the Redemption Fund as a result of Prepayments (including related

transfers to the Redemption Fund made pursuant to Sections 6.3(d), 6.3(e), 6.7(a), 6.7(c), 6.7(e), 6.7(g), or 6.7(i) hereof, or as a result of unexpended amounts transferred from the Project Fund as provided in Section 6.5(d)).

Section 4.5. Partial Redemption.

(a) If less than all of the Bonds are to be redeemed pursuant to either Sections 4.2, 4.3 or 4.4, Bonds shall be redeemed in minimum principal amounts of \$5,000 or any integral thereof by any method selected by the Trustee that results in a pro rata reduction of the outstanding maturities. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by \$5,000.

(b) A portion of a single Bond of an Authorized Denomination may be redeemed, but only in a principal amount equal to \$5,000 or any integral thereof. The Trustee shall treat each \$5,000 portion of such Bond as though it were a single bond for purposes of selection for redemption. No redemption shall result in a Bond in a denomination of less than an Authorized Denomination; provided, however, if the amount of Outstanding Bonds is less than an Authorized Denomination after giving effect to such partial redemption, a Bond in the principal amount equal to the unredeemed portion, but not less than \$5,000, may be issued.

(c) Upon surrender of any Bond for redemption in part, the Trustee in accordance with Section 3.7 of this Indenture, shall authenticate and deliver and exchange the Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

Section 4.6. Notice of Redemption to Owners.

(a) The Trustee shall give notice of any redemption of Bonds by sending notice by United States mail, first-class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond or portion thereof to be redeemed, at the address shown in the Register. So long as the Bonds are in book-entry-only form and held by the DTC as security depository, Owner means Cede & Co., as nominee for DTC.

(b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, and subject to Section 4.5 hereof, an identification of the Bonds or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond shall become due and payable.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

(d) The City has the right to rescind any optional redemption or extraordinary optional redemption described in Section 4.3 or 4.4 by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. The Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

(e) With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the redemption price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

Section 4.7. Payment Upon Redemption.

(a) The Trustee shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the Redemption Fund or otherwise received by the Trustee from the City and shall use such funds solely for the purpose of paying the redemption price on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the designated corporate trust office of the Trustee on or after the date fixed for redemption, the Trustee shall pay the redemption price on such Bond to the date of redemption from the moneys set aside for such purpose.

Section 4.8. Effect of Redemption.

Notice of redemption having been given as provided in Section 4.6 of this Indenture, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption provided that funds for the payment of the principal amount plus accrued and unpaid interest on such Bonds to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

ARTICLE V

FORM OF THE BONDS

Section 5.1. Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Trustee, and the Assignment to appear on each of the Bonds, (i) shall be substantially in the form set forth in Exhibit A to this Indenture with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Indenture, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 5.2. CUSIP Registration.

The City may secure identification numbers through the CUSIP Services managed by S&P Global Market Intelligence on behalf of The American Bankers Association, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 5.3. Legal Opinion.

The approving legal opinion of Bond Counsel may be printed on or attached to each Bond over the certification of the City Secretary of the City, which may be executed in facsimile.

ARTICLE VI

FUNDS AND ACCOUNTS

Section 6.1. Establishment of Funds and Accounts.

(a) Creation of Funds. The following Funds are hereby created and established under this Indenture:

- (i) Pledged Revenue Fund;
- (ii) Bond Fund;
- (iii) Project Fund;
- (iv) Reserve Fund;
- (v) Redemption Fund;
- (vi) Rebate Fund;
- (vii) Administrative Fund; and
- (viii) Reimbursement Fund.

(b) Creation of Accounts.

(i) The following Accounts are hereby created and established under the Bond Fund:

- (A) Capitalized Interest Account; and
- (B) Principal and Interest Account;

(ii) The following Accounts are hereby created and established under the Reserve Fund:

- (A) Reserve Account; and
- (B) Prepayment and Delinquency Reserve Account;

(iii) The following Accounts are hereby created and established under the Project Fund:

- (A) Improvement Account;
- (B) Developer Improvement Account; and
- (C) Costs of Issuance Account;

(iv) The following Accounts are hereby created and established under the Pledged Revenue Fund:

- (A) Bond Pledged Revenue Account; and
- (B) Developer Reimbursement Pledged Revenue Account.

(c) Each Fund and Account created within such Fund shall be maintained by the Trustee separate and apart from all other funds and accounts of the City. The Pledged Funds shall constitute trust funds which shall be held in trust by the Trustee as part of the Trust Estate solely for the benefit of the Owners of the Bonds.

(d) Interest earnings and profit on each respective Fund and Account established by this Indenture shall be applied or withdrawn for the purposes of such Fund or Account as specified below.

Section 6.2. Initial Deposits to Funds and Accounts.

(a) The proceeds from the sale of the Bonds shall be paid to the Trustee and deposited or transferred by the Trustee as follows:

- (i) to the Capitalized Interest Account of the Bond Fund: \$_____;
- (ii) to the Reserve Account of the Reserve Fund: \$_____;
- (iii) to the Costs of Issuance Account of the Project Fund: \$_____;
- (iv) to the Improvement Account of the Project Fund: \$_____; and
- (v) to the Administrative Fund: \$_____.

(b) Funds received from the Developer pursuant to the PID Reimbursement Agreement in the amount of \$_____ shall be deposited into the Developer Improvement Account of the Project Fund.

Section 6.3. Pledged Revenue Fund.

(a) On or before February 1 of each year while the Bonds are Outstanding and beginning in 2019, the City shall deposit or cause to be deposited the Pledged Revenues into the Pledged Revenue Fund. From amounts deposited to the Pledged Revenue Fund, the City shall deposit or cause to be deposited Assessment Revenues as follows: (i) first, to the Bond Pledged Revenue Account of the Pledged Revenue Fund in an amount sufficient to pay debt service on the Bonds next coming due, (ii) second, to the Reserve Account of the Reserve Fund in an amount to cause the amount in the Reserve Account to equal the Reserve Fund Requirement, (iii) third, to the Prepayment and Delinquency Reserve Account in an amount equal to the Prepayment and Delinquency Reserve Requirement, (iv) fourth, to the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund to reimburse the Developer for costs of Authorized Improvements that have been paid from the Developer Improvement Account of the Project Fund (pursuant to the terms of the PID Reimbursement Agreement), and (v) fifth, after satisfaction of the Prepayment and Delinquency Reserve Requirement, to the Redemption Fund. Moneys transferred to the Developer Reimbursement Pledged Revenue Account shall not be a part of the Trust Estate and are not security for the Bonds.

(b) From time to time as needed to pay the obligations relating to the Bonds, but no later than five (5) Business Days before each Interest Payment Date, the Trustee shall withdraw from the Bond Pledged Revenue Account and transfer to the Principal and Interest Account of the Bond Fund, an amount, taking into account any amounts then on deposit in such Principal and Interest Account and any expected transfers from the Capitalized Interest Account to the Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Bonds on the next Interest Payment Date.

(c) Subject to the provisions of the PID Reimbursement Agreement, from time to time as needed to pay the obligations relating to costs of Authorized Improvements that are paid with funds withdrawn from the Developer Improvement Account of the Project Fund the Trustee shall withdraw from the Developer Reimbursement Pledged Revenue Account and transfer to the Reimbursement Fund such amount needed to reimburse the Developer for funds withdrawn from the Developer Improvement Account of the Project Fund used to fund costs of Authorized Improvements.

(d) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 6.7 herein, there are insufficient funds to make the payments provided in paragraph (b) above, the Trustee shall apply the available funds in the Principal and Interest Account first to the payment of interest, then to the payment of principal (including any Sinking Fund Installments) on the Bonds.

(e) The Trustee shall deposit Prepayments to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer such Prepayments to the Redemption Fund.

(f) The Trustee shall deposit Foreclosure Proceeds to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer Foreclosure Proceeds first to the Reserve Fund to restore any transfers from the Reserve Fund made with respect to the Assessed Parcel or Assessed Parcels to which the Foreclosure Proceeds relate, and second, to the Redemption Fund.

(g) After satisfaction of the requirement to provide for the payment of the principal and interest on the Bonds and to fund any deficiency that may exist in the Reserve Fund and to fund any obligations due to Developer with funds deposited to the Reimbursement Fund, the Trustee may apply Assessments for any lawful purposes permitted by the PID Act for which Assessments may be paid.

(h) Any Assessments remaining after satisfying the foregoing payments may be used for any lawful purpose for which Assessments may be used under the PID Act.

Section 6.4. Bond Fund.

(a) On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and interest then due and payable on the Bonds, less any amount to be used to pay interest on the Bonds on such Interest Payment Date from the Capitalized Interest Account as provided below.

(b) If amounts in the Principal and Interest Account are insufficient for the purposes set forth in paragraph (a) above, the Trustee shall withdraw from the Reserve Fund amounts to cover the amount of such insufficiency. Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

(c) Moneys in the Capitalized Interest Account shall be used for the payment of interest on the Bonds on the following date(s) and in the following amount(s):

Date

Amount

Any amounts on deposit to the Capitalized Interest Account after the payment of interest on the dates and in the amounts listed above shall be transferred to the Improvement Account of the Project Fund, or if the Project Fund has been closed as provided in Section 6.5(g) herein, such amounts shall be transferred to the Redemption Fund to be used to redeem Bonds and the Capitalized Interest Account shall be closed.

Section 6.5. Project Fund.

(a) Money on deposit in the Project Fund shall be used for the purposes specified in Section 3.1 hereof.

(b) Any funds received at Closing pursuant to the Construction Funding Agreement shall be applied as provided therein. Such provisions and procedures are herein incorporated by reference and deemed set forth herein in full.

(c) Any funds received at Closing pursuant to the PID Reimbursement Agreement shall be applied as provided therein. Such provisions and procedures are herein incorporated by reference and deemed set forth herein in full.

(d) Disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee to pay costs of issuance of the Bonds pursuant to one or more City Certificates. Disbursements from all other Accounts of the Project Fund to pay Costs shall be made by the Trustee upon receipt by the Trustee of a properly executed and completed Certification for Payment. The disbursement of funds from the Project Fund pursuant to a Certification for Payment shall be pursuant to and in accordance with the disbursement procedures described in the Construction Funding Agreement. Such provisions and procedures related to such disbursement contained in the Construction Funding Agreement, and no other provisions of the Construction Funding Agreement, are herein incorporated by reference and deemed set forth herein in full.

(e) If the City Representative determines in his or her sole discretion that amounts then on deposit in the Improvement Account of the Project Fund are not expected to be expended for purposes of the Project Fund due to the abandonment, or constructive abandonment, of the Authorized Improvements, as the case may be, such that, in the opinion of the City Representative, it is unlikely that the amounts in the Improvement Account of the Project Fund will ever be expended for the purposes of the Project Fund, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the Improvement Account of the Project Fund that are not expected to be used for purposes of the Project Fund. If such City Certificate is so filed, the amounts on deposit in the Improvement Account of the Project Fund shall be transferred to the Redemption Fund to redeem Bonds on the earliest practicable date after notice of redemption has been provided in accordance with the Indenture.

(f) In making any determination pursuant to this Section, the City Representative may conclusively rely upon a certificate of an Independent Financial Consultant.

(g) Upon the filing of a City Certificate stating that all Authorized Improvements have been completed and that all Costs of the Authorized Improvements have been paid, or that any such Costs are not required to be paid from the Improvement Account of the Project Fund pursuant to a Certification for Payment, the Trustee (i) shall transfer the amount, if any, remaining within the Project Fund to the Bond Fund, (ii) shall transfer any remaining amount in the Developer Improvement Account of the Project Fund to the Developer, and (iii) the Project Fund shall be closed.

(h) Not later than six months following the Closing Date, upon a determination by the City Representative that all costs of issuance of the Bonds have been paid, any amounts remaining in the Costs of Issuance Account shall be transferred to another Account in the Project Fund and used to pay Costs or to the Principal and Interest Account of the Bond Fund and used to pay interest on the Bonds, as directed by the City in a City Certificate filed with the Trustee, and the Costs of Issuance Account shall be closed.

Section 6.6. Redemption Fund.

(a) The Trustee shall cause to be deposited to the Redemption Fund from the Bond Pledged Revenue Account of the Pledged Revenue Fund an amount sufficient to redeem Bonds as provided in Sections 4.3 and 4.4 on the dates specified for redemption as provided in Sections 4.3 and 4.4. Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee to redeem Bonds as provided in Article IV.

Section 6.7. Reserve Fund.

(a) The City agrees with the Owners of the Bonds to accumulate, and when accumulated maintain in the Reserve Account of the Reserve Fund, an amount equal to not less than the Reserve Fund Requirement. All amounts deposited in the Reserve Account of the Reserve Fund shall be used and withdrawn by the Trustee for the purpose of making transfers to the Principal and Interest Account of the Bond Fund as provided in this Indenture. The Trustee, if needed, will transfer from the Bond Pledged Revenue Account of the Pledged Revenue Fund to the Prepayment and Delinquency Reserve Account on March 1 and September 1 of each year, commencing March 1, 2019 an amount equal to .50% of the interest rate component of the Annual Installments to the Prepayment and Delinquency Reserve Account. Once the Prepayment and Delinquency Reserve Requirement has accumulated in the Prepayment and Delinquency Reserve Account, all amounts in excess of the Prepayment and Delinquency Reserve Requirement shall be transferred by the Trustee to the Redemption Fund to redeem Bonds as provided in Article IV; provided, however, that at any time the amount on deposit in the Prepayment and Delinquency Reserve Account is less than the Prepayment and Delinquency Reserve Requirement, the Trustee shall resume depositing such amounts from the Bond Pledged Revenue Account into the Prepayment and Delinquency Reserve Account until the Prepayment and Delinquency Reserve Requirement has accumulated in the Prepayment and Delinquency Reserve Account.

(b) Whenever a transfer is made from the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn and the source of said funds.

(c) Whenever Bonds are to be redeemed with the proceeds of Prepayments pursuant to Section 4.4, a proportionate amount in the Reserve Account of the Reserve Fund shall be transferred on the Business Day prior to the redemption date by the Trustee to the Redemption Fund to be applied to the redemption of the Bonds. The amount so transferred from the Reserve Account of the Reserve Fund shall be equal to a percentage of the amount of the Bonds redeemed with such percentage equal to the lesser of: (i) the amount required to be in the Reserve Account of the Reserve Fund, as a percentage of the Outstanding Bonds prior to the redemption, and (ii) the amount actually in the Reserve Account of the Reserve Fund, as a percentage of the Outstanding Bonds prior to the redemption. If after such transfer, and after applying investment earnings on the Prepayment toward payment of accrued interest, there are insufficient funds to pay the principal amount plus accrued and unpaid interest on such Bonds to the date fixed for redemption of the Bonds to be redeemed as a result of such Prepayment, the Trustee shall transfer an amount equal to the shortfall from the Prepayment and Delinquency Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds.

(d) Whenever, on any Interest Payment Date, or on any other date at the written request of a City Representative, the amount in the Reserve Account exceeds the Reserve Fund Requirement, the Trustee shall provide written notice to the City Representative of the amount of the excess. Such excess shall be transferred to the Principal and Interest Account to be used for the payment of interest on the Bonds on the next Interest Payment Date in accordance with Section 6.4 hereof, unless within thirty days of such notice to the City Representative, the Trustee receives a City Order instructing the Trustee to apply such excess: (i) to pay amounts due under Section 6.8 hereof, (ii) to the Administrative Fund in an amount not more than the Annual Collection Costs for the Bonds, or (iii) to the Project Fund if such

application and the expenditure of funds is expected to occur within three years of the date hereof.

(e) Whenever, on any Interest Payment Date, or on any other date at the written request of the City Representative, the amount in the Prepayment and Delinquency Reserve Account exceeds the Prepayment and Delinquency Reserve Requirement, the Trustee shall provide written notice to the City of the amount of the excess. The amount of such excess on deposit in the Prepayment and Delinquency Reserve Account shall be transferred to the Redemption Fund.

(f) Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds due on such date, the Trustee shall transfer first from the Prepayment and Delinquency Reserve Account of the Reserve Fund to the Bond Fund and second from the Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency. The Trustee shall determine the value of cash and investments on deposit in the Prepayment and Delinquency Reserve Account as of September 30 of each year. So long as no Event of Default under this Indenture shall have occurred and be continuing, if as of the date of such determination the value of cash and investments on deposit in the Prepayment and Delinquency Reserve Account exceeds the Prepayment and Delinquency Reserve Requirement for the Bonds, the Trustee shall transfer such excess at the written direction of the City.

(g) At the final maturity of the Bonds, the amount on deposit in the Reserve Account and the Prepayment and Delinquency Reserve Account shall be transferred to the Redemption Fund and applied to the payment of the principal of the Bonds.

(h) If, after a Reserve Fund withdrawal, the amount on deposit in the Reserve Account of the Reserve Fund is less than the Reserve Fund Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account of the Reserve Fund the amount of such deficiency, in accordance with Section 6.3.

(i) If the amount held in the Reserve Fund together with the amount held in the Bond Fund and Redemption Fund is sufficient to pay the principal amount and of all Outstanding Bonds on the next Interest Payment Date, together with the unpaid interest accrued on such Outstanding Bonds as of such Interest Payment Date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Bonds Similarly Secured as of such Interest Payment Date.

Section 6.8. Rebate Fund: Rebate Amount.

(a) There is hereby established a special fund of the City to be designated "City of Celina, Texas, Rebate Fund" (the "Rebate Fund") to be held by the Trustee in accordance with the terms and provisions of this Indenture. Amounts on deposit in the Rebate Fund shall be used solely for the purpose of paying amounts due the United States Government in accordance with the Code.

(b) In order to assure that Rebate Amount is paid to the United States rather than to a third party, investments of funds on deposit in the Rebate Fund shall be made in accordance with the Code and the Tax Certificate.

(c) The Trustee conclusively shall be deemed to have complied with the provisions of this Section and Section 7.5(h) and shall not be liable or responsible if it follows the

instructions of the City and shall not be required to take any action under this Section and Section 7.5(h) in the absence of written instructions from the City.

(d) If, on the date of each annual calculation, the amount on deposit in the Rebate Fund exceeds the Rebate Amount, the City may direct the Trustee, pursuant to a City Order, to transfer the amount in excess of the Rebate Amount to the Bond Fund.

Section 6.9. Administrative Fund.

(a) The City shall deposit or cause to be deposited to the Administrative Fund the amounts collected each year to pay the Annual Collection Costs and Delinquent Collection Costs.

(b) Moneys in the Administrative Fund shall be held by the Trustee separate and apart from the other Funds created and administered hereunder and used as directed by a City Order solely for the purposes set forth in the Service and Assessment Plan.

Section 6.10. Investment of Funds.

(a) Money in any Fund established pursuant to this Indenture shall be invested by the Trustee as directed by the City pursuant to a City Order filed with the Trustee at least two (2) days in advance of the making of such investment in time deposits or certificates of deposit secured in the manner required by law for public funds, or be invested in direct obligations of, including obligations the principal and interest on which are unconditionally guaranteed by, the United States of America, in obligations of any agencies or instrumentalities thereof, or in such other investments as are permitted under the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended, or any successor law, as in effect from time to time; provided that all such deposits and investments shall be made in such manner (which may include repurchase agreements for such investment with any primary dealer of such agreements) that the money required to be expended from any Fund will be available at the proper time or times. Such investments shall be valued each year in terms of current market value as of September 30. For purposes of maximizing investment returns, to the extent permitted by law, money in such Funds may be invested in common investments of the kind described above, or in a common pool of such investment which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund are held by or on behalf of each such Fund. If necessary, such investments shall be promptly sold to prevent any default.

(b) Obligations purchased as an investment of moneys in any Fund shall be deemed to be part of such Fund or Account, subject, however, to the requirements of this Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever in this Indenture any moneys are required to be transferred by the City to the Trustee, such transfer may be accomplished by transferring a like amount of Investment Securities.

(c) The Trustee and its affiliates may act as sponsor, advisor, depository, principal or agent in the acquisition or disposition of any investment. The Trustee shall have no investment discretion and the Trustee's only responsibility for investments shall be to follow the written instructions of the City Order or to insure the investment directed is a permitted investment. The Trustee shall not incur any liability for losses arising from any investments

made pursuant to this Section. The Trustee shall not be required to determine the suitability or legality of any investments.

(d) Investments in any and all Funds and Accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular Funds or Accounts of amounts received or held by the Trustee hereunder, provided that the Trustee shall at all times account for such investments strictly in accordance with the Funds and Accounts to which they are credited and otherwise as provided in this Indenture.

(e) The Trustee will furnish the City monthly cash transaction statements which include detail for all investment transactions made by the Trustee hereunder; and, unless the Trustee receives a written request, the Trustee is not required to provide brokerage confirmations so long as the Trustee is providing such monthly cash transaction statements.

Section 6.11. Security of Funds.

All Funds heretofore created or reaffirmed, to the extent not invested as herein permitted, shall be secured in the manner and to the fullest extent required by law for the security of public funds, and such Funds shall be used only for the purposes and in the manner permitted or required by this Indenture.

Section 6.12. Reimbursement Fund.

Money on deposit in the Reimbursement Fund shall be used to reimburse the Developer for funds withdrawn from the Developer Improvement Account of the Project Fund and used to pay costs of Authorized Improvements as provided in the PID Reimbursement Agreement. When all amounts due to the Developer to reimburse it for the funds withdrawn from the Developer Improvement Account of the Project Fund have been paid to the Developer, whether through Assessments received and applied in accordance with the Service and Assessment Plan or an Annual Service Plan Update or through the proceeds of Additional Bonds, no further deposits shall be made to the Reimbursement Fund and the Reimbursement Fund shall be closed.

ARTICLE VII

COVENANTS

Section 7.1. Confirmation of Assessments.

The City hereby confirms, covenants, and agrees that, in the Assessment Ordinance, it has levied the Assessments against the respective Assessed Parcels from which the Pledged Revenues will be collected and received.

Section 7.2. Collection and Enforcement of Assessments.

(a) For so long as any Bonds are Outstanding, and amounts are due to the Developer to reimburse it for its funds it has contributed to pay costs of the Authorized Improvements, the City covenants, agrees and warrants that it will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and to cause no reduction, abatement or exemption in the Assessments.

(b) The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessment or the corresponding Assessed Parcel. Furthermore, nothing shall obligate the City, the City Attorney, or any appropriate designee to undertake collection or foreclosure actions against delinquent accounts in violation of applicable state law, court order, or existing contractual provisions between the City and its appropriate collections enforcement designees.

Section 7.3. Against Encumbrances.

(a) Other than bonds issued to refund all or a portion of the Bonds, the City shall not create and, to the extent Pledged Revenues are received, shall not suffer to remain, any lien, encumbrance or charge upon the Pledged Revenues, other than that specified in Section 9.6 of this Indenture, or upon any other property pledged under this Indenture, except the pledge created for the security of the Bonds, and other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds.

(b) So long as Bonds are Outstanding hereunder, the City shall not issue any bonds, notes or other evidences of indebtedness other than the Bonds and bonds issued to refund all or a portion of the Bonds secured by any pledge of or other lien or charge on the Pledged Revenues or other property pledged under this Indenture, other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds.

Section 7.4. Records, Accounts, Accounting Reports.

The City hereby covenants and agrees that so long as any of the Bonds or Outstanding Bonds or any interest thereon remain outstanding and unpaid, and the obligation to the Developer to reimburse it for funds it has contributed to pay costs of the Authorized Improvements remain outstanding and unpaid, it will keep and maintain a proper and complete system of records and accounts pertaining to the Assessments. The Trustee and holder or holders of any Bonds or any duly authorized agent or agents of such holders shall have the right at all reasonable times to inspect all such records, accounts, and data relating thereto, upon written request to the City by the Trustee or duly authorized representative, as applicable. The City shall provide the Trustee or duly authorized representative, as applicable, an opportunity to inspect such books and records relating to the Bonds during the City's regular business hours and on a mutually agreeable date not later than thirty days after the City receives such request.

Section 7.5. Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms shall have the following meanings:

“*Closing Date*” means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"Computation Date" has the meaning set forth in section 1.148-1(b) of the Regulations.

"Gross Proceeds" means any proceeds as defined in section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in section 1.148-1(c) of the Regulations, of the Bonds.

"Investment" has the meaning set forth in section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

"Regulations" means any proposed, temporary or final Income Tax Regulations issued pursuant to sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"Yield" of (1) any Investment has the meaning set forth in section 1.148-5 of the Regulations; and (2) the Bonds has the meaning set forth in section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Bonds:

(i) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the

United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan.

(i) Except to the extent permitted by section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(ii) The City covenants and agrees that the levied Assessments will meet the requirements of the "tax assessment loan exception" within the meaning of section 1.141-5(d) of the Regulations on the date the Bonds are delivered and will ensure that the Assessments continue to meet such requirements for so long as the Bonds are outstanding hereunder.

(e) Not to Invest at Higher Yield. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested) if, as a result of such investment, the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Bond is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall, pursuant to a City Order, direct the Trustee to transfer to the Rebate Fund from the funds or subaccounts designated in such City Order and direct the Trustee to pay to the United States from the Rebate Fund the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(iv) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (ii) and (iii), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Assistant to the City Manager, Director of Finance, or City Secretary, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the

Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Tax Certificate or similar or other appropriate certificate, form or document.

ARTICLE VIII

LIABILITY OF CITY

The City shall not incur any responsibility in respect of the Bonds or this Indenture other than in connection with the duties or obligations explicitly herein or in the Bonds assigned to or imposed upon it. The City shall not be liable in connection with the performance of its duties hereunder, except for its own willful default or act of bad faith. The City shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions covenants or agreements of the Trustee herein or of any of the documents executed by the Trustee in connection with the Bonds, or as to the existence of a default or Event of Default thereunder.

In the absence of bad faith, the City may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the City and conforming to the requirements of this Indenture. The City shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

No provision of this Indenture, the Bonds, the Assessment Ordinance, or any agreement, document, instrument, or certificate executed, delivered or approved in connection with the issuance, sale, delivery, or administration of the Bonds (the "Bond Documents"), shall require the City to expend or risk its own general funds or otherwise incur any financial liability (other than with respect to the Pledged Revenues and the Annual Collection Costs) in the performance of any of its obligations hereunder, or in the exercise of any of its rights or powers, if in the judgment of the City there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it.

Neither the Owners nor any other Person shall have any claim against the City or any of its officers, officials, agents, or employees for damages suffered as a result of the City's failure to perform in any respect any covenant, undertaking, or obligation under any Bond Documents or as a result of the incorrectness of any representation in, or omission from, any of the Bond Documents, except to the extent that any such claim relates to an obligation, undertaking, representation, or covenant of the City, in accordance with the Bond Documents and the PID Act. Any such claim shall be payable only from Pledged Revenues or the Annual Collection Costs. Nothing contained in any of the Bond Documents shall be construed to preclude any action or proceeding in any court or before any governmental body, agency, or instrumentality against the City or any of its officers, officials, agents, or employees to enforce the provisions of any of the Bond Documents or to enforce all rights of the Owners of the Bonds by mandamus or other proceeding at law or in equity.

The City may rely on and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Indenture the City shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the City, be deemed to be conclusively proved and established by a certificate of the Trustee, an Independent Financial Consultant, an independent inspector or City Manager or other person designated by the City Council to so act on behalf of the City, and such certificate shall be full warrant to the City for any action taken or suffered under the provisions of this Indenture upon the faith thereof, but in its discretion the City may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations, and directions of such persons or entities.

ARTICLE IX

THE TRUSTEE

Section 9.1. Trustee as Registrar and Paying Agent.

The Trustee is hereby designated and agrees to act as Registrar and Paying Agent for and in respect to the Bonds.

Section 9.2. Trustee Entitled to Indemnity.

The Trustee shall be under no obligation to institute any suit, or to undertake any proceeding under this Indenture, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified, to the extent permitted by law, to its satisfaction against any and all costs and expenses, outlays, and counsel fees and other reasonable disbursements, and against all liability except as a consequence of its own negligence or willful misconduct. Nevertheless, the Trustee may begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as the Trustee, without indemnity, and in such case the Trustee may make transfers from the Pledged Revenue Fund or the Administrative Fund to pay all costs and expenses, outlays, and counsel fees and other reasonable disbursements properly incurred in connection therewith and shall be entitled to a preference therefor over any Bonds Outstanding hereunder.

Section 9.3. Responsibilities of the Trustee.

The recitals contained in this Indenture and in the Bonds shall be taken as the statements of the City and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of the offering documents, this Indenture, or the Bonds or with respect to the security afforded by this Indenture, and the Trustee shall incur no liability with respect thereto. Except as otherwise expressly provided in this Indenture, the Trustee shall have no responsibility or duty with respect to: (i) the issuance of Bonds for value; (ii) the application of the proceeds thereof, except to the extent that such proceeds are received by it in its capacity as Trustee; (iii) the application of any

moneys paid to the City or others in accordance with this Indenture, except as to the application of any moneys paid to it in its capacity as Trustee; or (iv) any calculation of arbitrage or rebate under the Code. The Trustee has the right to act through agents and attorneys and shall have no liability for the negligence or willful misconduct of the agents and attorneys appointed with due care.

The duties and obligations of the Trustee shall be determined by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture.

The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties under this Indenture, except for its own gross negligence or willful misconduct, both before and after default by the City.

Section 9.4. Property Held in Trust.

All moneys and securities held by the Trustee at any time pursuant to the terms of this Indenture shall be held by the Trustee in trust for the purposes and under the terms and conditions of this Indenture.

Section 9.5. Trustee Protected in Relying on Certain Documents.

The Trustee may rely upon any order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond, or other document provided to the Trustee in accordance with the terms of this Indenture that it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or Person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the written opinion of any counsel, architect, engineer, insurance consultant, management consultant, or accountant believed by the Trustee to be qualified in relation to the subject matter, and the Trustee shall be under no duty to make any investigation or inquiry into any statements contained or matters referred to in any such instrument. The Trustee may consult with counsel, who may or may not be Bond Counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it in good faith and in accordance therewith.

Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, such matter may be deemed to be conclusively proved and established by a City Certificate, unless other evidence in respect thereof be hereby specifically prescribed. Such City Certificate shall be full warrant for any action taken or suffered in good faith under the provisions hereof, but in its discretion the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the City to the Trustee shall be sufficiently executed if executed in the name of the City by the City Representative.

The Trustee shall not be under any obligation to see to the recording or filing of this Indenture, or otherwise to the giving to any Person of notice of the provisions hereof except as expressly required in Section 9.13 herein.

Section 9.6. Compensation.

Unless otherwise provided by contract with the Trustee, the Trustee shall transfer from the Administrative Fund, from time to time, reasonable compensation for all services rendered by it hereunder, including its services as Registrar and Paying Agent, together with all its reasonable expenses, charges, and other disbursements and those of its counsel, agents and employees, incurred in and about the administration and execution of the trusts hereby created and the exercise of its powers and the performance of its duties hereunder, subject to any limit on the amount of such compensation or recovery of expenses or other charges as shall be prescribed by specific agreement, and the Trustee shall have a lien therefor on any and all funds at any time held by it hereunder prior to any Bonds Outstanding. None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if in the judgment of the Trustee there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it. If the City shall fail to make any payment required by this Section, the Trustee may make such payment from any moneys in its possession under the provisions of this Indenture and shall be entitled to a preference therefor over any Bonds Outstanding hereunder.

Section 9.7. Permitted Acts.

The Trustee and its directors, officers, employees, or agents may become the owner of or may in good faith buy, sell, own, hold and deal in Bonds and may join in any action that any Owner of Bonds may be entitled to take as fully and with the same rights as if it were not the Trustee. The Trustee may act as depository, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, the City or any committee formed to protect the rights of holders of Bonds or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Indenture, whether or not such committee shall represent the holders of a majority in aggregate outstanding principal amount of the Bonds.

Section 9.8. Resignation of Trustee.

The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving not fewer than 30 days' notice, specifying the date when such resignation shall take effect, to the City and each Owner of any Outstanding Bond. Such resignation shall take effect upon the appointment of a successor as provided in Section 9.10 and the acceptance of such appointment by such successor.

Section 9.9. Removal of Trustee.

The Trustee may be removed at any time by (i) the Owners of at least a majority of the aggregate outstanding principal of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or by their attorneys-in-fact, duly authorized and delivered to the City, or (ii) so long as the City is not in default under this Indenture, the City. Copies of each such instrument shall be delivered by the City to the Trustee and any successor thereof. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the City or the Owners of not less than 10% of the aggregate outstanding principal of the Bonds.

Section 9.10. Successor Trustee.

If the Trustee shall resign, be removed, be dissolved, or become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of the Trustee hereunder shall thereupon become vacant.

If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, a successor Trustee may be appointed within one year after any such vacancy shall have occurred by the Owners of at least twenty-five percent (25%) of the aggregate outstanding principal of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or their attorneys-in-fact, duly authorized and delivered to such successor Trustee, with notification thereof being given to the predecessor Trustee and the City.

Until such successor Trustee shall have been appointed by the Owners of the Bonds, the City shall forthwith appoint a Trustee to act hereunder. Copies of any instrument of the City providing for any such appointment shall be delivered by the City to the Trustee so appointed. The City shall mail notice of any such appointment to each Owner of any Outstanding Bonds within 30 days after such appointment. Any appointment of a successor Trustee made by the City immediately and without further act shall be superseded and revoked by an appointment subsequently made by the Owners of Bonds.

If in a proper case no appointment of a successor Trustee shall be made within 45 days after the giving by any Trustee of any notice of resignation in accordance with Section 9.8 herein or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Owner of Bonds may apply to any court of competent jurisdiction for the appointment of such a successor, and the court may thereupon, after such notice, if any, as the court may deem proper, appoint such successor and the City shall be responsible for the costs of such appointment process.

Any successor Trustee appointed under the provisions of this Section shall be a commercial bank or trust company or national banking association (i) having a capital and surplus and undivided profits aggregating at least \$50,000,000, if there be such a commercial bank or trust company or national banking association willing and able to accept the appointment on reasonable and customary terms, and (ii) authorized by law to perform all the duties of the Trustee required by this Indenture.

Each successor Trustee shall mail, in accordance with the provisions of the Bonds, notice of its appointment to the Trustee, any rating agency which, at the time of such appointment, is providing a rating on the Bonds and each of the Owners of the Bonds.

Section 9.11. Transfer of Rights and Property to Successor Trustee.

Any successor Trustee appointed under the provisions of Section 9.10 shall execute, acknowledge, and deliver to its predecessor and the City an instrument in writing accepting such appointment, and thereupon such successor, without any further act, deed, or conveyance, shall become fully vested with all moneys, estates, properties, rights, immunities, powers, duties, obligations, and trusts of its predecessor hereunder, with like effect as if originally appointed as Trustee. However, the Trustee then ceasing to act shall nevertheless,

on request of the City or of such successor, execute, acknowledge, and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the rights, immunities, powers, and trusts of such Trustee and all the right, title, and interest of such Trustee in and to the Trust Estate, and shall pay over, assign, and deliver to such successor any moneys or other properties subject to the trusts and conditions herein set forth. Should any deed, conveyance, or instrument in writing from the City be required by such successor for more fully and certainly vesting in and confirming to it any such moneys, estates, properties, rights, powers, duties, or obligations, any and all such deeds, conveyances, and instruments in writing, on request and so far as may be authorized by law, shall be executed, acknowledged, and delivered by the City.

Section 9.12. Merger, Conversion or Consolidation of Trustee.

Any corporation or association into which the Trustee may be merged or with which it may be consolidated or any corporation or association resulting from any merger, conversion or consolidation to which it shall be a party or any corporation or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business shall be the successor to such Trustee hereunder, without any further act, deed or conveyance, provided that such corporation or association shall be a commercial bank or trust company or national banking association qualified to be a successor to such Trustee under the provisions of Section 9.10, or a trust company that is a wholly-owned subsidiary of any of the foregoing.

Section 9.13. Trustee To File Continuation Statements Only.

The Trustee shall have no duty or obligation to file or record any financing statements pursuant to the UCC. If necessary, the Trustee shall file or cause to be filed, such continuation statements as may be required by the Texas Uniform Commercial Code, as from time to time in effect (the "UCC"), in order to continue perfection of the security interest of the Trustee in such items of tangible or intangible personal property and any fixtures as may have been granted to the Trustee pursuant to this Indenture in the time, place and manner required by the UCC.

Section 9.14. Construction of Indenture.

The Trustee may construe any of the provisions of this Indenture insofar as the same may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Trustee in good faith shall be binding upon the Owners of the Bonds. Permissive rights of the Trustee are not to be construed as duties.

ARTICLE X

MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 10.1. Amendments Permitted.

This Indenture and the rights and obligations of the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Indenture, except as provided below, pursuant to the affirmative vote at a meeting of Owners of the Bonds, or with the written consent without a meeting, of the Owners of at least sixty-six and two-thirds percent (66-2/3%) of the aggregate principal amount of the Bonds then Outstanding. No such modification or amendment shall (i) extend the maturity of any Bond or reduce the interest rate thereon, or

otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, or (ii) permit the creation by the City of any pledge or lien upon the Pledged Revenues superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except as otherwise permitted by Applicable Laws or this Indenture), or reduce the percentage of Bonds required for the amendment hereof. Any such amendment may not modify any of the rights or obligations of the Trustee without its written consent.

This Indenture and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Indenture, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

- (i) to add to the covenants and agreements of the City in this Indenture contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;
- (ii) to make modifications not adversely affecting any Outstanding Bonds in any material respect;
- (iii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in regard to questions arising under this Indenture, as the City and the Trustee may deem necessary or desirable and not inconsistent with this Indenture, and that shall not adversely affect the rights of the Owners of the Bonds; and
- (iv) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds. The Trustee must receive an opinion of counsel for such Supplemental Indenture to the effect that the same is authorized or permitted by the terms of this Indenture.

Section 10.2. Owners' Meetings.

The City may at any time call a meeting of the Owners of the Bonds. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof, and to fix and adopt rules and regulations for the conduct of said meeting.

Section 10.3. Procedure for Amendment with Written Consent of Owners.

The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds or of this Indenture, to the extent that such amendment is permitted by Section 10.1 herein, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a request to Owners for their consent thereto, shall be mailed by first class mail, by the Trustee to each Owner of Bonds from whom consent is required under this Indenture, but failure to mail copies of such Supplemental Indenture and request shall not affect the validity of the Supplemental Indenture when assented to as in this Section provided.

Such Supplemental Indenture shall not become effective unless there shall be filed with the Trustee the written consents of the Owners as required by this Indenture and a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective

only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 11.6 herein. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof), unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Indenture, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Indenture, stating in substance that the Supplemental Indenture has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Indenture or consents thereto). Proof of the mailing of such notice shall be filed with the Trustee. A record, consisting of the papers required by this Section 10.3 to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Indenture shall become effective upon the filing with the Trustee of the proof of mailing of such notice, and the Supplemental Indenture shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the City and the Owners of all Bonds at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period.

Section 10.4. Effect of Supplemental Indenture.

From and after the time any Supplemental Indenture becomes effective pursuant to this Article X, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties, and obligations under this Indenture of the City, the Trustee, and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 10.5. Endorsement or Replacement of Bonds Issued After Amendments.

The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the designated office of the Trustee or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond. The City may determine that new Bonds, so modified as in the opinion of the City is necessary to conform to such Owners' action, shall be prepared, executed, and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the designated office of the Trustee without cost to any Owner, for Bonds then Outstanding, upon surrender of such Bonds.

Section 10.6. Amendatory Endorsement of Bonds.

The provisions of this Article X shall not prevent any Owner from accepting any amendment as to the particular Bonds held by such Owner, provided that due notation thereof is made on such Bonds.

Section 10.7. Waiver of Default

With the written consent of at least sixty-six and two-thirds percent (66-2/3%) in aggregate principal amount of the Bonds then Outstanding, the Owners may waive compliance by the City with certain past defaults under the Indenture and their consequences. Any such consent shall be conclusive and binding upon the Owners and upon all future Owners.

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.1. Events of Default.

(a) Each of the following occurrences or events shall be and is hereby declared to be an "Event of Default," to wit:

(i) The failure of the City to deposit the Pledged Revenues to the Bond Pledged Revenue Account of the Pledged Revenue Fund;

(ii) The failure of the City to enforce the collection of the Assessments including the prosecution of foreclosure proceedings;

(iii) The failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable and such failure is not remedied within thirty (30) days provided, however, that the payments are to be made only from Pledged Revenues and the Pledged Revenues must be available to the City to make any such payments; and

(iv) Default in the performance or observance of any covenant, agreement or obligation of the City under this Indenture and the continuation thereof for a period of ninety (90) days after written notice to the City by the Trustee, or by the Owners of at least 25% of the aggregate outstanding principal of the Bonds with a copy to the Trustee, specifying such default by the Owners of at least 25% of the Bonds at the time Outstanding requesting that the failure be remedied.

(b) Nothing in Section 11.1(a) will be viewed to be an Event of Default if it is in violation of any applicable state law or court order.

Section 11.2. Immediate Remedies for Default.

(a) Subject to Article VIII, upon the happening and continuance of any of the Events of Default described in Section 11.1, the Owners of at least 25% of the Bonds then Outstanding, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to

the extent permitted by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained herein, or injunction; provided, however, that no action for money damages against the City may be sought or shall be permitted.

(b) THE PRINCIPAL OF THE BONDS SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

(c) If the assets of the Trust Estate are sufficient to pay all amounts due with respect to Outstanding Bonds, in the selection of Trust Estate assets to be used in the payment of Bonds due under this Article, the City shall determine, in its absolute discretion, and shall instruct the Trustee by City Order, which Trust Estate assets shall be applied to such payment and shall not be liable to any Owner or other Person by reason of such selection and application. In the event that the City shall fail to deliver to the Trustee such City Order, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the City by reason of such selection, liquidation or sale.

(d) Whenever moneys are to be applied pursuant to this Article XI, irrespective of and whether other remedies authorized under this Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate and as may be required by law and apply the proceeds thereof in accordance with the provisions of this Section. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the judgment of the Trustee, proper for the purpose which may be designated in such request.

Section 11.3. Restriction on Owner's Action.

(a) No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust thereof or any other remedy hereunder, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing, (ii) such default has become an Event of Default and the Owners of 25% of the aggregate principal amount of the Bonds then Outstanding have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee indemnity as provided in Section 9.2 herein, (iv) the Trustee has for ninety (90) days after such notice failed or refused to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no direction inconsistent with such written request has been given to the Trustee during such 90-day period by the Owners of a majority of the aggregate principal amount of the Bonds then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee; however, no one or more Owners of the Bonds shall have any right in any manner

whatsoever to affect, disturb, or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner provided herein, and that all proceedings at law or in equity shall be instituted and maintained in the manner provided herein and for the equal benefit of the Owners of all Bonds then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee, be conditions precedent to the execution of the powers and trusts of this Indenture and to any action or cause of action for the enforcement of this Indenture or for any other remedy hereunder.

(b) Subject to Article VIII, nothing in this Indenture shall affect or impair the right of any Owner to enforce, by action at law, payment of any Bond at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond issued hereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed herein and in the Bonds.

(c) In case the Trustee or any Owners shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 11.4. Application of Revenues and Other Moneys After Default.

(a) All moneys, securities, funds and Pledged Revenues and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel), liabilities, and advances incurred or made by the Trustee and the fees of the Trustee in carrying out this Indenture, during the continuance of an Event of Default, the Trustee, on behalf of the City, notwithstanding Section 11.2 hereof, be applied by the Trustee, to the payment of interest and principal or redemption price then due on Bonds, as follows:

FIRST: To the payment to the Owners entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Owners entitled thereto, without any discrimination or preference; and

SECOND: To the payment to the Owners entitled thereto of the unpaid principal of Outstanding Bonds, or redemption price of any Bonds Similarly Secured which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds Similarly Secured due on any date, then to the payment thereof ratably, according to the amounts of principal due and to the Owners entitled thereto, without any discrimination or preference.

Within ten (10) days of receipt of such good and available funds, the Trustee may fix a record and payment date for any payment to be made to Owners pursuant to this Section 11.4.

(b) In the event funds are not adequate to cure any of the Events of Default described in Section 11.1, the available funds shall be allocated to the Bonds Similarly Secured

that are Outstanding in proportion to the quantity of Bonds Similarly Secured that are currently due and in default under the terms of this Indenture.

(c) The restoration of the City to its prior position after any and all defaults have been cured, as provided in Section 11.3, shall not extend to or affect any subsequent default under this Indenture or impair any right consequent thereon.

Section 11.5. Effect of Waiver.

(a) No delay or omission of the Trustee, or any Owner, to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee or the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 11.6. Evidence of Ownership of Bonds.

(a) Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners of Bonds may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys duly appointed in writing. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, or the holding by any Person of the Bonds shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner:

(i) The fact and date of the execution of such instruments by any Owner of Bonds or the duly appointed attorney authorized to act on behalf of such Owner may be provided by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the Person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate, or affidavit shall also constitute sufficient proof of his authority.

(ii) The ownership of Bonds and the amount, numbers and other identification and date of holding the same shall be proved by the Register.

(b) Except as otherwise provided in this Indenture with respect to revocation of a consent, any request or consent by an Owner of Bonds shall bind all future Owners of the same Bond in respect of anything done or suffered to be done by the City or the Trustee in accordance therewith.

Section 11.7. No Acceleration.

In the event of the occurrence of an Event of Default under Section 11.1 hereof, the right of acceleration of any Stated Maturity is not granted as a remedy hereunder and the right of acceleration under this Indenture is expressly denied.

Section 11.8. Mailing of Notice.

Any provision in this Article for the mailing of a notice or other document to Owners shall be fully complied with if it is mailed, first class postage prepaid, only to each Owner at the address appearing upon the Register.

Section 11.9. Exclusion of Bonds.

Bonds owned or held by or for the account of the City will not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Indenture, and the City shall not be entitled with respect to such Bonds to give any consent or take any other action provided for in this Indenture.

ARTICLE XII

GENERAL COVENANTS AND REPRESENTATIONS

Section 12.1. Representations as to Pledged Revenues.

(a) The City represents and warrants that it is authorized by Applicable Laws to authorize and issue the Bonds, to execute and deliver this Indenture and to pledge the Pledged Revenues in the manner and to the extent provided in this Indenture, and that the Pledged Revenues are and will be and remain free and clear of any pledge, lien, charge, or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created in or authorized by this Indenture except as expressly provided herein.

(b) The City shall at all times, to the extent permitted by Applicable Laws, defend, preserve and protect the pledge of the Pledged Revenues and all the rights of the Owners and the Trustee, under this Indenture against all claims and demands of all Persons whomsoever.

(c) The City will take all steps reasonably necessary and appropriate, and will direct the Trustee to take all steps reasonably necessary and appropriate, to collect all delinquencies in the collection of the Assessments and any other amounts pledged to the payment of the Bonds to the fullest extent permitted by the PID Act and other Applicable Laws.

(d) To the extent permitted by law, notice of the Annual Installments shall be sent by, or on behalf of the City, to the affected property owners on the same statement or such other mechanism that is used by the City, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City.

Section 12.2. Accounts, Periodic Reports and Certificates.

The Trustee shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture and which shall at all times be subject to inspection by the City, and the Owner or Owners of not less than 10% in principal amount of any Bonds then Outstanding or their representatives duly authorized in writing.

Section 12.3. General.

The City shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under the provisions of this Indenture.

ARTICLE XIII

SPECIAL COVENANTS

Section 13.1. Further Assurances; Due Performance.

(a) At any and all times the City will duly execute, acknowledge and deliver, or will cause to be done, executed and delivered, all and every such further acts, conveyances, transfers, and assurances in a manner as the Trustee shall reasonably require for better conveying, transferring, pledging, and confirming unto the Trustee, all and singular, the revenues, Funds, Accounts and properties constituting the Pledged Revenues, and the Trust Estate hereby transferred and pledged, or intended so to be transferred and pledged.

(b) The City will duly and punctually keep, observe and perform each and every term, covenant and condition on its part to be kept, observed and performed, contained in this Indenture.

Section 13.2. Additional Bonds; Additional Obligations; or Other Liens.

(a) The City reserves the right, subject to the provisions contained in this Section 13.2, to issue Additional Bonds to finance the balance of the Authorized Improvements not paid with proceeds of the Bonds. Such Additional Bonds will be secured by the portion of the Assessments that initially secure the PID Reimbursement Agreement, and the pledge of such Assessments to secure the City's payment obligations under the PID Reimbursement Agreement will be extinguished once such Additional Bonds are issued. Although the pledge of Assessments to secure the PID Reimbursement Agreement is subordinate to the pledge of Assessments to secure repayment of the Bonds, the pledge of Assessments to secure repayment of such Additional Bonds will be on parity with the pledge securing repayment of the Bonds. The Bonds and any Additional Bonds issued by the City are separate and distinct issues of securities.

(b) The City also reserves the right, subject to the provisions contained in this Section 13.2, to issue Additional Bonds or Additional Obligations under other indentures, assessment ordinances, or similar agreements or other obligations which do not constitute or create a lien on the Trust Estate and are not payable from Pledged Revenues.

(c) Other than Additional Bonds and bonds issued to refund all or a portion of the Bonds, the City will not create or voluntarily permit to be created any debt, lien or charge on the Trust Estate, and will not do or omit to do or suffer to be or omitted to be done any matter or things whatsoever whereby the lien of this Indenture or the priority hereof might or could be lost or impaired; and further covenants that it will pay or cause to be paid or will make adequate provisions for the satisfaction and discharge of all lawful claims and demands which if unpaid might by law be given precedence over or any equality with this Indenture as a lien or charge upon the Pledged Revenues or Pledged Funds; provided, however, that nothing in this Section shall require the City to apply, discharge, or make provision for any such lien, charge, claim, or

demand so long as the validity thereof shall be contested by it in good faith, unless thereby, in the opinion of Bond Counsel or counsel to the Trustee, the same would endanger the security for the Bonds.

(d) The City reserves the right to issue Additional Bonds for any purpose permitted by the PID Act, including paying or refunding any of the Bonds or Additional Bonds, in accordance with the conditions set forth below:

(i) The City Representative shall certify that the City is not in default in the performance and observance of any of the terms, provisions and conditions applicable to the City contained herein;

(ii) The Developer, through an authorized representative, shall certify that the Developer is not in default in the performance and observance of any of the terms, provisions and conditions applicable to the Developer contained in the Construction Funding Agreement;

(iii) The Developer shall provide the City with a certificate or report from an independent certified appraiser or appraisal firm (that may rely on Collin County assessed value figures for the completed homes as to their value) that, assuming completion of the improvements to be financed with the proceeds of the Additional Bonds or with the funds withdrawn from the Developer Improvement Account of the Project Fund, as applicable,

(A) at least 50 single-family homes located within the District have been completed; (B) the appraised value of the property within the District is equal to at least three (3) times the principal amount of the Outstanding Bonds Similarly Secured, taking into account the Additional Bonds to be issued, and (C) the appraised value allocated to every Assessed Parcel within the District is at least two (2) times the portion of the principal amount of any Outstanding Bonds Similarly Secured, taking into account the Additional Bonds to be issued, that is allocated to each Assessed Parcel;

(iv) The principal of and interest on the Additional Bonds must be scheduled to be paid or mature on March 1 or September 1, or both, of the years in which each principal or interest are scheduled to be paid or mature; and

(v) There shall be deposited to the Reserve Fund an amount equal to the Reserve Fund Requirement taking into account the Outstanding Bonds Similarly Secured, and the Additional Bonds then proposed to be issued.

(e) Additionally, the City has reserved the right to issue bonds or other obligations secured by and payable from Pledged Revenues so long as such pledge is subordinate to the pledge of Pledged Revenues securing payment of the Bonds.

(f) Notwithstanding the provisions of Section 13.2(d) above, bonds issued to refund all or a portion of the Bonds Similarly Secured shall not be required to meet the requirements set forth in Section 13.2(d)(ii - iii).

Section 13.3. Books of Record.

(a) The City shall cause to be kept full and proper books of record and accounts, in which full, true and proper entries will be made of all dealing, business and affairs of the City, which relate to the Pledged Revenues, the Pledged Funds, and the Bonds.

(b) The Trustee shall have no responsibility with respect to the financial and other information received by it pursuant to this Section 13.3 except to receive and retain same, subject to the Trustee's document retention policies, and to distribute the same in accordance with the provisions of this Indenture. Specifically, but without limitation, the Trustee shall have no duty to review such information, is not considered to have notice of the contents of such information or a default based on such contents, and has no duty to verify the accuracy of such information.

ARTICLE XIV

PAYMENT AND CANCELLATION OF THE BONDS AND SATISFACTION OF THE
INDENTURE

Section 14.1. Trust Irrevocable.

The trust created by the terms and provisions of this Indenture is irrevocable until the Bonds secured hereby are fully paid or provision is made for their payment as provided in this Article.

Section 14.2. Satisfaction of Indenture.

If the City shall pay or cause to be paid, or there shall otherwise be paid to the Owners, principal of and interest on all of the Bonds, at the times and in the manner stipulated in this Indenture, and all amounts due and owing with respect to the Bonds have been paid or provided for, then the pledge of the Trust Estate and all covenants, agreements, and other obligations of the City to the Owners of such Bonds, shall thereupon cease, terminate, and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the City copies of all such documents as it may have evidencing that principal of and interest on all of the Bonds has been paid so that the City may determine if the Indenture is satisfied; if so, the Trustee shall pay over or deliver all moneys held by it in the in Funds and Accounts held hereunder to the Person entitled to receive such amounts, or, if no Person is entitled to receive such amounts, then to the City.

Section 14.3. Bonds Deemed Paid.

All Outstanding Bonds shall prior to the Stated Maturity or redemption date thereof be deemed to have been paid and to no longer be deemed Outstanding if (i) in case any such Bonds are to be redeemed on any date prior to their Stated Maturity, the Trustee shall have given notice of redemption on said date as provided herein, (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with any moneys deposited with the Trustee at the same time, shall be sufficient to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, (iii) the Trustee shall have received a report by an independent certified public accountant selected by the City verifying the sufficiency of the moneys or Defeasance Securities deposited with the Trustee to pay when due

the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (iv) if the Bonds are then rated, the Trustee shall have received written confirmation from each rating agency that such deposit will not result in the reduction or withdrawal of the rating on the Bonds. Neither Defeasance Securities nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall, be reinvested in Defeasance Securities as directed in writing by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

ARTICLE XV

MISCELLANEOUS

Section 15.1. Benefits of Indenture Limited to Parties.

Nothing in this Indenture, expressed or implied, is intended to give to any Person other than the City, the Trustee and the Owners, any right, remedy, or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Trustee.

Section 15.2. Successor is Deemed Included in All References to Predecessor.

Whenever in this Indenture or any Supplemental Indenture either the City or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 15.3. Execution of Documents and Proof of Ownership by Owners.

Any request, declaration, or other instrument which this Indenture may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys duly appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, declaration, or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the Person signing such request, declaration, or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number, and date of holding the same shall be proved by the Register.

Any request, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Trustee in good faith and in accordance therewith.

Section 15.4. Waiver of Personal Liability.

No member, officer, agent, or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent, or employee from the performance of any official duty provided by law.

Section 15.5. Notices to and Demands on City and Trustee.

(a) Except as otherwise expressly provided in this Indenture, all notices or other instruments required or permitted under this Indenture, including any City Certificate or City Order, shall be in writing and shall be telexed, cabled, delivered by hand, mailed by first class mail, postage prepaid, or transmitted by facsimile or e-mail and addressed as follows:

If to the City:

City of Celina, Texas
142 North Ohio Street
Celina, Texas 75009
Attn: Director of Finance

If to the Trustee
or the Paying Agent/Registrar:

U.S. Bank National Association
Attn: Bond Operations
111 Fillmore Avenue East
St. Paul, Minnesota 55107-1402

Any such notice, demand, or request may also be transmitted to the appropriate party by telegram or telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

Any of such addresses may be changed at any time upon written notice of such change given to the other party by the party effecting the change. Notices and consents given by mail in accordance with this Section shall be deemed to have been given five Business Days after the date of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

(b) The Trustee shall mail to each Owner of a Bond notice of (i) any substitution of the Trustee; or (ii) the redemption or defeasance of all Bonds Outstanding.

(c) The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Indenture and delivered using Electronic Means ("Electronic Means" means the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder); provided, however, that the City shall provide to the Trustee an incumbency certificate listing

officers with the authority to provide such Instructions (“Authorized Officers”) and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee’s understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee’s reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

Section 15.6. Partial Invalidity.

If any Section, paragraph, sentence, clause, or phrase of this Indenture shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Indenture. The City hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence, clause, or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid, or unenforceable.

Section 15.7. Applicable Laws.

This Indenture shall be governed by and enforced in accordance with the laws of the State of Texas applicable to contracts made and performed in the State of Texas.

Section 15.8. Payment on Business Day.

In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption of any Bonds or the date any action is to be taken pursuant to this Indenture is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day that is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 15.9. Counterparts.

This Indenture may be executed in counterparts, each of which shall be deemed an original.

Section 15.10. No Boycott of Israel.

As required by Chapter 2270 of the Texas Government Code, the Trustee hereby verifies that the Trustee (including any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Trustee) does not boycott Israel and will not boycott Israel through the term of this Indenture. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Section 15.11. Iran, Sudan, and Foreign Terrorist Organizations.

To the extent this Indenture is a governmental contract, within the meaning of Section 2252.151 of the Texas Government Code, as amended, the Trustee hereby acknowledges that the Trustee (including any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Trustee) is not listed by the Texas Comptroller as described in Section 2252.152 of the Texas Government Code.

[remainder of page left blank intentionally]

IN WITNESS WHEREOF, the City and the Trustee have caused this Indenture of Trust to be executed all as of the date hereof.

CITY OF CELINA, TEXAS

By: _____,
CHAD ANDERSON, Mayor Pro Tem

Attest:

VICKI FAULKNER, City Secretary

[CITY SEAL]

Approved as to Form:

LANCE VANZANT, City Attorney

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

Attachment: Celina - The Columns PID 2018 - Bond Ordinance (3-28) ATTACHMENTS ADDED (The Columns Bond Ordinance)

EXHIBIT A(a) Form of Bond.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE CITY, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

REGISTERED

REGISTERED

No. _____

\$ _____

United States of America
State of Texas

CITY OF CELINA, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018
(THE COLUMNS PUBLIC IMPROVEMENT DISTRICT PROJECT)

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF DELIVERY</u>	<u>CUSIP NUMBER</u>
_____ %	_____	_____	_____

The City of Celina, Texas (the "City"), for value received, hereby promises to pay, solely from the Pledged Revenues, to

or registered assigns, on the Maturity Date, as specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Date of Delivery, as specified above, or the most recent Interest Payment Date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 1 and September 1 of each year, commencing September 1, 2018, until maturity or prior redemption.

Capitalized terms appearing herein that are defined terms in the Indenture defined below, have the meanings assigned to them in the Indenture. Reference is made to the Indenture for such definitions and for all other purposes.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in St. Paul, Minnesota (the "Designated Payment/Transfer Office"), of U.S. Bank National Association, as trustee and paying agent/registrar (the "Trustee", which term

includes any successor trustee under the Indenture), or, with respect to a successor trustee and paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the Interest Payment Date, mailed by the Trustee to the registered owner at the address shown on the registration books kept by the Trustee or by such other customary banking arrangements acceptable to the Trustee, requested by, and at the risk and expense of, the Person to whom interest is to be paid. For the purpose of the payment of interest on this Bond, the registered owner shall be the Person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the fifteenth day of the month next preceding such Interest Payment Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of a duly authorized issue of assessment revenue bonds of the City having the designation specified in its title (herein referred to as the "Bonds"), dated April 1, 2018 and issued in the aggregate principal amount of \$_____ and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of April 1, 2018 (the "Indenture"), by and between the City and the Trustee, to which Indenture reference is hereby made for a description of the amounts thereby pledged and assigned, the nature and extent of the lien and security, the respective rights thereunder to the holders of the Bonds, the Trustee, and the City, and the terms upon which the Bonds are, and are to be, authenticated and delivered and by this reference to the terms of which each holder of this Bond hereby consents. All Bonds issued under the Indenture are equally and ratably secured by the amounts thereby pledged and assigned. The Bonds are being issued for the purpose of (i) paying a portion of the Costs of the Authorized Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Authorized Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying the costs of issuing the Bonds.

The Bonds are limited obligations of the City payable solely from the Pledged Revenues as defined in the Indenture. Reference is hereby made to the Indenture, copies of which are on file with and available upon request from the Trustee, for the provisions, among others, with respect to the nature and extent of the duties and obligations of the City, the Trustee and the Owners. The Owner of this Bond, by the acceptance hereof, is deemed to have agreed and consented to the terms, conditions and provisions of the Indenture.

Notwithstanding any provision hereof, the Indenture may be released and the obligation of the City to make money available to pay this Bond may be defeased by the deposit of money and/or certain direct or indirect Defeasance Securities sufficient for such purpose as described in the Indenture.

The Bonds are issuable as fully registered bonds only in Authorized Denominations, subject to the provisions of the Indenture authorizing redemption in denominations of \$100,000 and any multiple of \$5,000 in excess thereof.

The Bonds are subject to sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at a price equal to the principal amount thereof plus accrued and unpaid interest thereon to the date set for redemption from moneys available for such purpose in the Redemption Fund pursuant to Article VI of the Indenture, on the dates and in the principal amounts as set forth in the following schedule:

Term Bonds Maturing September 1, 20

Term Bonds Maturing September 1, 20

Redemption Date

Principal Amount

Redemption Date

Principal Amount

* Stated Maturity

At least forty-five (45) days prior to each sinking fund redemption date, the Trustee shall select for redemption by lot, or by any other customary method that results in a pro rata selection, a principal amount of Bonds of such maturity equal to the sinking fund installments of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in Section 4.6 of the Indenture.

The principal amount of Bonds required to be redeemed on any sinking fund redemption date shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 45 days prior to the sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption and not previously credited to a sinking fund redemption.

The City reserves the right and option to redeem Bonds before their scheduled maturity dates, in whole or in part, on any date on or after September 1, 20__, such redemption date or dates to be fixed by the City, at the price of par, plus accrued interest to the date of redemption.

Bonds are subject to extraordinary optional redemption prior to maturity in whole or in part, on the first day of any month, at a redemption price equal to the principal amount of the Bonds called for redemption, plus accrued and unpaid interest to the date fixed for redemption from amounts on deposit in the Redemption Fund as a result of Prepayments.

The Trustee shall give notice of any redemption of Bonds by sending notice by United States mail, first-class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register. The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed. Any notice so given shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the redemption price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds, and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the City and the rights of the holders of the Bonds under the Indenture at any time Outstanding affected by such modification. The Indenture also contains provisions permitting the holders of specified percentages in aggregate principal amount of the Bonds at the time Outstanding, on behalf of the holders of all the Bonds, to waive compliance by the City with certain past defaults under the Bond Ordinance or the Indenture and their consequences. Any such consent or waiver by the holder of this Bond or any predecessor Bond evidencing the same debt shall be conclusive and binding upon such holder and upon all future holders thereof and of any Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, whether or not notation of such consent or waiver is made upon this Bond.

As provided in the Indenture, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Trustee, and upon delivery to the Trustee of such certifications and/or opinion of counsel as may be required under the Indenture for the transfer of this Bond. Upon satisfaction of such requirements, one or more new fully registered Bonds of the same Stated Maturity, of Authorized Denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Trustee shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The City, the Trustee, and any other Person may treat the Person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the Person in whose name this Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the City nor the Trustee shall be affected by notice to the contrary.

The City has reserved the right to issue Additional Bonds and Additional Obligations on the terms and conditions specified in the Indenture.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY OF CELINA, TEXAS, COLLIN COUNTY, TEXAS, OR THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE BONDS.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the City, including the Bonds, does not exceed any Constitutional or statutory limitation.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be executed under the official seal of the City.

Mayor Pro Tem, City of Celina, Texas

City Secretary, City of Celina, Texas

[City Seal]

(b) Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
	§	
THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____

Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Trustee.

CERTIFICATE OF TRUSTEE

It is hereby certified that this is one of the Bonds of the series of Bonds referred to in the within mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
Dallas, Texas, as Trustee

DATED: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and zip code of transferee):

(Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Date: _____

—

Signature Guaranteed By:

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be

_____ guaranteed in a manner acceptable to the Trustee.

Authorized Signatory

(e) The Initial Bond shall be in the form set forth in paragraphs (a) through (d) of this Exhibit A, except for the following alterations:

(i) immediately under the name of the Bond the heading "INTEREST RATE" and "MATURITY DATE" shall both be completed with the expression "As Shown Below," and the reference to the "CUSIP NUMBER" shall be deleted;

(ii) in the first paragraph of the Bond, the words "on the Maturity Date, as specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on September 1 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Years</u>	<u>Principal Installments</u>	<u>Interest Rates</u>
--------------	-------------------------------	-----------------------

(Information to be inserted from Section 3.2(c) hereof); and

(iii) the Initial Bond shall be numbered T-1.

Attachment: Celina - The Columns PID 2018 - Bond Ordinance (3-28) ATTACHMENTS ADDED (The Columns Bond Ordinance)

EXHIBIT B
BOND PURCHASE AGREEMENT

Attachment: Celina - The Columns PID 2018 - Bond Ordinance (3-28) ATTACHMENTS ADDED (The Columns Bond Ordinance)

□□,□□0,000
**CITY OF CELINA, TEXAS,
 SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018
 (THE COLUMNS PUBLIC IMPROVEMENT DISTRICT PROJECT)**

BOND PURCHASE AGREEMENT

April 10, 2018

City of Celina, Texas
 142 N. Ohio Street
 Celina, Texas 76201

Ladies and Gentlemen:

The undersigned, FMSbonds, Inc. (the “Underwriter”), offers to enter into this Bond Purchase Agreement (this “Agreement”) with the City of Celina, Texas (the “City”), which will be binding upon the City and the Underwriter upon the acceptance of this Agreement by the City. This offer is made subject to its acceptance by the City by execution of this Agreement and its delivery to the Underwriter on or before 10:00 p.m., Central Time, on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered to the City at any time prior to the acceptance hereof by the City. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Indenture (defined herein) between the City and U.S. Bank National Association, as trustee (the “Trustee”), authorizing the issuance of the Bonds (defined herein), and in the Limited Offering Memorandum (defined herein).

1. Purchase and Sale of Bonds. Upon the terms and conditions and upon the basis of representations, warranties, and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the \$6,470,000 aggregate principal amount of the “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2018 (The Columns Public Improvement District Project)” (the “Bonds”), at a purchase price of \$_____ (representing the aggregate principal amount of the Bonds, plus a premium of \$_____, and less an Underwriter’s discount of \$_____).

Inasmuch as this purchase and sale represents a negotiated transaction, the City understands, and hereby confirms, that the Underwriter is not acting as a municipal advisor or fiduciary of the City (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act)), but rather is acting solely in its capacity as Underwriter for its own account. The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm’s

length commercial transaction between the City and the Underwriter and the Underwriter has financial and other interests that differ from any other party to this Agreement, (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, municipal advisor, financial advisor, or fiduciary of the City, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering described herein or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriter has provided other services or is currently providing other services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering described herein except the obligations expressly set forth in this Agreement, (iv) the City has consulted its own legal, financial and other advisors to the extent it has deemed appropriate, (v) the Underwriter has financial and other interests that differ from those of the City, and (vi) the Underwriter has provided to the City prior disclosures under Rule G-17 of the Municipal Securities Rulemaking Board (“MSRB”), which have been received by the City. The City further acknowledges and agrees that following the issuance and delivery of the Bonds, the Underwriter has indicated that it may have periodic discussions with the City regarding the expenditure of Bond proceeds and the construction of the Authorized Improvements financed with the Bonds and, in connection with such discussions, the Underwriter shall be acting solely as a principal and will not be acting as the agent or fiduciary of, and will not be assuming an advisory or fiduciary responsibility in favor of, the City.

The Bonds shall be dated April 1, 2018 and shall have the maturities and redemption features, if any, and bear interest at the rates per annum shown on Schedule I hereto. Payment for and delivery of the Bonds, and the other actions described herein, shall take place on April 26, 2018 (or such other date as may be agreed to by the City and the Underwriter) (the “Closing Date”).

2. Authorization Instruments and Law. The Bonds were authorized by an Ordinance enacted by the City Council of the City (the “City Council”) on April 10, 2018 (the “Bond Ordinance”) and shall be issued pursuant to the provisions of Subchapter A of Chapter 372, Texas Local Government Code, as amended (the “Act”), and the Indenture of Trust, dated as of April 1, 2018, between the City and the Trustee, authorizing the issuance of the Bonds (the “Indenture”). The Bonds shall be substantially in the form described in, and shall be secured under the provisions of, the Indenture.

The Bonds and interest thereon shall be secured by the proceeds of special assessments (the “Assessments”) levied on the assessable parcels within the The Columns Public Improvement District (the “District”). The District was established by Resolution No. 2017-203R (the “Creation Resolution”), enacted by the City Council on November 14, 2017, in accordance with the Act. A Service and Assessment Plan (the “Service and Assessment Plan”) which sets forth the costs of the Authorized Improvements and the method of payment of the Assessments was adopted pursuant to an ordinance of the City Council adopted on April 10, 2018 (the “Assessment Ordinance” and, together with the Creation Resolution, the Indenture and the Bond Ordinance, the “Authorizing Documents”). The Bonds shall be further secured by certain applicable funds and accounts created under the Indenture.

The Bonds shall be as described in Schedule I, the Indenture, and the Limited Offering Memorandum. The proceeds of the Bonds shall be used for (i) financing the costs of the Authorized Improvements (as defined in the Indenture) that will benefit the District, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Authorized Improvements, (iii) funding a reserve fund for the payment of principal of and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying the costs of issuing the Bonds

3. Limited Public Offering. The Underwriter agrees to make a bona fide limited public offering of all of the Bonds in accordance with Section 11 hereof. On or before the third (3rd) business day prior to Closing, the Underwriter shall execute and deliver to Bond Counsel the Issue Price Certificate, in substantially the form attached hereto as Appendix B.

4. Limited Offering Memorandum.

(a) Delivery of Limited Offering Memorandum. The City previously has delivered, or caused to be delivered, to the Underwriter the Preliminary Limited Offering Memorandum for the Bonds dated March 29, 2018 (the “Preliminary Limited Offering Memorandum”), in a “designated electronic format,” as defined in the Municipal Securities Rulemaking Board (“MSRB”) Rule G-32 (“Rule G-32”). The City will prepare, or cause to be prepared, a final Limited Offering Memorandum relating to the Bonds (the “Limited Offering Memorandum”) which will be (i) dated the date of this Agreement, (ii) complete within the meaning of the United States Securities and Exchange Commission’s Rule 15c2-12, as amended (“Rule 15c2-12”), (iii) in a “designated electronic format,” and (iv) substantially in the form of the most recent version of the Preliminary Limited Offering Memorandum provided to the Underwriter before the execution hereof. The Limited Offering Memorandum, including the cover page thereto, all exhibits, schedules, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Bonds are collectively referred to herein as the “Limited Offering Memorandum.” Until the Limited Offering Memorandum has been prepared and is available for distribution, the City shall provide to the Underwriter sufficient quantities (which may be in electronic format) of the Preliminary Limited Offering Memorandum as the Underwriter deems necessary to satisfy the obligation of the Underwriter under Rule 15c2-12 with respect to distribution to each potential customer, upon request, of a copy of the Preliminary Limited Offering Memorandum.

(b) Preliminary Limited Offering Memorandum Deemed Final. The Preliminary Limited Offering Memorandum has been prepared for use by the Underwriter in connection with the offering, sale, and distribution of the Bonds. The City hereby represents and warrants that the Preliminary Limited Offering Memorandum has been deemed final by the City as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12.

(c) Use of Limited Offering Memorandum in Offering and Sale. The City hereby authorizes the Limited Offering Memorandum and the information therein contained to be used by the Underwriter in connection with the offering and the sale of the Bonds. The City consents to the use by the Underwriter prior to the date hereof of the Preliminary Limited Offering Memorandum in connection with the offering of the Bonds. The City shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the City's acceptance of this Agreement (but, in any event, not later than the earlier of the Closing Date or seven (7) business days after the City's acceptance of this Agreement) copies of the Limited Offering Memorandum which is complete as of the date of its delivery to the Underwriter. The City shall provide the Limited Offering Memorandum, or cause the Limited Offering Memorandum to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

(d) Updating of Limited Offering Memorandum. If, after the date of this Agreement, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than the 25th day after the "end of the underwriting period" for the Bonds), the City becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the City will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request), and if, in the reasonable judgment of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the City will forthwith prepare and furnish, at no expense to the Underwriter (in a form and manner approved by the Underwriter), either an amendment or a supplement to the Limited Offering Memorandum so that the statements therein as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or so that the Limited Offering Memorandum will comply with law; provided, however, that for all purposes of this Agreement and any certificate delivered by the City in accordance herewith, (i) the City makes no representations with respect to the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of The Depository Trust Company, New York, New York ("DTC"), or its book-entry-only system, and (ii) the City makes no representation with respect to the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum under the captions and subcaptions "PLAN OF FINANCE □ Development Plan and Plan of Finance," "BOOK-ENTRY ONLY SYSTEM," "THE AUTHORIZED IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPER,"

“BONDHOLDERS ☐ RIS ☐ S” (only as it pertains to the Developer, the Authorized Improvements and the Development), “THE ASSESSMENT CONSULTANT AND ADMINISTRATOR,” “LEGAL MATTERS ☐ Litigation ☐ The Developer,” and “CONTINUING DISCLOSURE ☐ The Developer,” and “INFORMATION RELATING TO THE TRUSTEE.” If such notification shall be subsequent to the Closing, the City, at no expense to the Underwriter, shall furnish such legal opinions, certificates, instruments, and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Limited Offering Memorandum. The City shall provide any such amendment or supplement, or cause any such amendment or supplement to be provided, (i) in a “designated electronic format” consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

(e) Filing with MSRB. The Underwriter hereby agrees to timely file the Limited Offering Memorandum with the MSRB through its Electronic Municipal Market Access (“EMMA”) system within one business day after receipt but no later than the Closing Date. Unless otherwise notified in writing by the Underwriter, the City can assume that the “end of the underwriting period” for purposes of Rule 15c2-12 is the Closing Date.

(f) Limited Offering. The Underwriter hereby represents, warrants and covenants that the Bonds were initially sold pursuant to a limited offering. The Bonds were sold to not more than thirty-five persons that qualify as “Accredited Investors” (as defined in Rule 501 of Regulation D under the Securities Act (as defined herein)) or “Qualified Institutional Buyers” (within the meaning of Rule 144A under the Securities Act).

5. City Representations, Warranties and Covenants. The City represents, warrants and covenants that:

(a) Due Organization, Existence and Authority. The City is a political subdivision of the State of Texas (the “State”), and has, and at the Closing Date will have, full legal right, power and authority:

(i) to enter into:

(1) this Agreement;

(2) the Indenture;

(3) the “Development Agreement, The Columns Public Improvement District Agreement and Tax Increment Reinvestment ☐ one Agreement” relating to the District, effective October 13, 2017, and executed and delivered by the City and the Developer (the “Development Agreement”);

(4) “The Columns Public Improvement District Construction, Funding and Acquisition Agreement”, effective April 10, 2018, and executed and delivered by the City and the Developer (the “CFA Agreement”);

(5) the “The Columns Public Improvement District Reimbursement Agreement”, effective April 10, 2018, and executed and delivered by the Developer and the City (the “Reimbursement Agreement”);

(6) the Continuing Disclosure Agreement of Issuer with respect to the Bonds, dated as of April 1, 2018 (the “City Continuing Disclosure Agreement”), executed and delivered by the City and HTS Continuing Disclosure Services, a Division of Hilltop Securities, Inc., as Dissemination Agent; and

(7) the Landowner Agreement dated as of April 10, 2018 executed by the City and the Developer (the “Landowner Agreement”);

(ii) to issue, sell, and deliver the Bonds to the Underwriter as provided herein; and

(iii) to carry out and consummate the transactions on its part described in (1) the Authorizing Documents, (2) this Agreement, (3) the Development Agreement, (4) the CFA Agreement, (5) the Landowner Agreement, (6) the City Continuing Disclosure Agreement, (7) the Limited Offering Memorandum, (8) the Reimbursement Agreement; and (9) any other documents and certificates described in any of the foregoing (the documents described by subclauses (1) through (10) being referred to collectively herein as the “City Documents”).

(b) Due Authorization and Approval of City. By all necessary official action of the City, the City has duly authorized and approved the adoption or execution and delivery by the City of, and the performance by the City of the obligations on its part contained in, the City Documents and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded, except as may have been approved by the Underwriter. When validly executed and delivered by the other parties thereto, the City Documents will constitute the legally valid and binding obligations of the City enforceable upon the City in accordance with their respective terms, except insofar as enforcement may be limited by principles of governmental immunity, bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or affecting creditors’ rights generally. The City has complied, and will at the Closing (as defined herein) be in compliance, in all material respects, with the obligations on its part to be performed on or prior to the Closing Date under the City Documents.

(c) Due Authorization for Issuance of the Bonds. The City has duly authorized the issuance and sale of the Bonds pursuant to the Bond Ordinance, the

Indenture, and the Act. The City has, and at the Closing Date will have, full legal right, power and authority (i) to enter into, execute, deliver, and perform its obligations under this Agreement and the other City Documents, (ii) to issue, sell and, deliver the Bonds to the Underwriter pursuant to the Indenture, the Bond Ordinance, the Act, and as provided herein, and (iii) to carry out, give effect to and consummate the transactions on the part of the City described by the City Documents and the Bond Ordinance.

(d) No Breach or Default. As of the time of acceptance hereof, and to the best of its knowledge, the City is not, and as of the Closing Date the City will not be, in breach of or in default in any material respect under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument related to the Bonds and to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default or event could have a material adverse effect on the City's ability to perform its obligations under the Bonds or the City Documents; and, as of such times, the authorization, execution and delivery of the Bonds and the City Documents and compliance by the City with obligations on its part to be performed in each of such agreements or instruments does not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the City (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties are bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be permitted by the City Documents.

(e) No Litigation. At the time of acceptance hereof there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an "Action") pending against the City with respect to which the City has been served with process, nor to the knowledge of the City is any Action threatened against the City, in which any such Action (i) in any way questions the existence of the City or the rights of the members of the City Council to hold their respective positions, (ii) in any way questions the formation or existence of the District, (iii) affects, contests or seeks to prohibit, restrain or enjoin the issuance or delivery of any of the Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the City Documents or the consummation of the transactions on the part of the City described therein, or contests the exclusion of the interest on the Bonds from federal income taxation, or (iv) which may result in any material adverse change in the financial condition of the City; and, as of the time of acceptance hereof, to the City's knowledge, there is no basis for any action, suit,

proceeding, inquiry, or investigation of the nature described in clauses (i) through (iv) of this sentence.

(f) Bonds Issued Pursuant to Indenture. The City represents that the Bonds, when issued, executed, and delivered in accordance with the Indenture and sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the City subject to the terms of the Indenture, entitled to the benefits of the Indenture and the security of the pledge of the proceeds of the levy of the Assessments received by the City, all to the extent provided for in the Indenture. The Indenture creates a valid pledge of the monies in certain funds and accounts established pursuant to the Indenture to the extent provided for in the Indenture, including the investments thereof, subject in all cases to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein.

(g) Assessments. The Assessments constituting the security for the Bonds have been levied by the City in accordance with the Act on those parcels of land identified in the Assessment Roll (as defined in the Service and Assessment Plan). According to the Act, such Assessments constitute a valid and legally binding first and prior lien against the properties assessed, superior to all other liens and claims, except liens or claims for state, county, school district, or municipality ad valorem taxes.

(h) Consents and Approvals. All authorizations, approvals, licenses, permits, consents, elections, and orders of or filings with any governmental authority, legislative body, board, agency, or commission having jurisdiction in the matters which are required by the Closing Date for the due authorization of, which would constitute a condition precedent to or the absence of which would adversely affect the due performance by the City of, its obligations in connection with the City Documents have been duly obtained or made and are in full force and effect, except the approval of the Bonds by the Attorney General of the State, registration of the Bonds by the Comptroller of Public Accounts of the State, and the approvals, consents and orders as may be required under Blue Sky or securities laws of any jurisdiction.

(i) Public Debt. Prior to the Closing, the City will not offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by a pledge of the Assessments which secure the Bonds without the prior approval of the Underwriter.

(j) Preliminary Limited Offering Memorandum. The information contained in the Preliminary Limited Offering Memorandum is true and correct in all material respects, and such information does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of DTC, or its book-entry-only system, and (ii) the City makes no representation with respect to the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum under the captions and subcaptions

“PLAN OF FINANCE □ Development Plan and Plan of Finance,” “BOO□-ENTRY ONLY SYSTEM,” “THE AUTHORIZED IMPROVEMENTS,” “THE DEVELOPMENT,” “THE DEVELOPER,” “BONDHOLDERS RISKS” (only as it pertains to the Developer, the Authorized Improvements and the Development), “THE ASSESSMENT CONSULTANT AND ADMINISTRATOR,” “LEGAL MATTERS □ Litigation □ The Developer,” and “CONTINUING DISCLOSURE □ The Developer,” and “INFORMATION RELATING TO THE TRUSTEE.”

(k) Limited Offering Memorandum. At the time of the City’s acceptance hereof and (unless the Limited Offering Memorandum is amended or supplemented pursuant to paragraph (d) of Section 4 of this Agreement) at all times subsequent thereto during the period up to and including the 25th day subsequent to the “end of the underwriting period,” the information contained in the Limited Offering Memorandum does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of DTC, or its book-entry-only system, and (ii) the City makes no representation with respect to the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum under the captions and subcaptions “PLAN OF FINANCE □ Development Plan and Plan of Finance,” “BOO□-ENTRY ONLY SYSTEM,” “THE AUTHORIZED IMPROVEMENTS,” “THE DEVELOPMENT,” “THE DEVELOPER,” “BONDHOLDERS RISKS” (only as it pertains to the Developer, the Authorized Improvements and the Development), “THE ASSESSMENT CONSULTANT AND ADMINISTRATOR,” “LEGAL MATTERS □ Litigation □ The Developer,” and “CONTINUING DISCLOSURE □ The Developer,” and “INFORMATION RELATING TO THE TRUSTEE;” and further provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 4(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

(l) Supplements or Amendments to Limited Offering Memorandum. If the Limited Offering Memorandum is supplemented or amended pursuant to paragraph (d) of Section 4 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the 25th day subsequent to the “end of the underwriting period,” the Limited Offering Memorandum as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 4(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-

current form shall be conclusively deemed to be complete and correct in all material respects.

(m) Compliance with Rule 15c2-12. During the past five years, the City has complied in all material respects with its previous continuing disclosure undertakings made by it in accordance with Rule 15c2-12, except as described in the Limited Offering Memorandum.

(n) Use of Bond Proceeds. The City will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Indenture and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

(o) Blue Sky and Securities Laws and Regulations. The City will furnish such information and execute such instruments and take such action in cooperation with the Underwriter as the Underwriter may reasonably request, at no expense to the City, (i) to (y) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate and (z) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and (ii) to continue such qualifications in effect so long as required for the initial distribution of the Bonds by the Underwriter (provided, however, that the City will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Underwriter immediately of receipt by the City of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

(p) Certificates of the City. Any certificate signed by any official of the City authorized to do so in connection with the transactions described in this Agreement shall be deemed a representation and warranty by the City to the Underwriter as to the statements made therein and can be relied upon by the Underwriter as to the statements made therein.

(q) Intentional Actions Regarding Representations and Warranties. The City covenants that between the date hereof and the Closing it will not intentionally take actions which will cause the representations and warranties made in this Section to be untrue as of the Closing.

(r) Financial Advisor. The City has engaged FirstSouthwest, a Division of Hilltop Securities Inc., as its financial advisor in connection with its offering and issuance of the Bonds.

By delivering the Limited Offering Memorandum to the Underwriter, the City shall be deemed to have reaffirmed, with respect to the Limited Offering Memorandum, the representations, warranties and covenants set forth above.

6. Developer Letter of Representations. At the signing of this Agreement, the City and Underwriter shall receive from the Developer, an executed Developer Letter of Representations (the “Developer Letter of Representations”) in the form of Appendix A hereto, and at the Closing, a certificate signed by the Developer as set for in Section 9(e) hereof.

7. The Closing. At 10:00 a.m., Central time, on the Closing Date, or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the City and the Underwriter, (i) the City will deliver or cause to be delivered to DTC through its “FAST” System, the Bonds in the form of one fully registered Bond for each maturity, registered in the name of Cede & Co., as nominee for DTC, duly executed by the City and authenticated by the Trustee as provided in the Indenture, and (ii) the City will deliver the closing documents hereinafter mentioned to Norton Rose Fulbright US LLP (“Bond Counsel”), or a place to be mutually agreed upon by the City and the Underwriter. Settlement will be through the facilities of DTC. The Underwriter will accept delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer in federal funds payable to the order of the City or its designee. These payments and deliveries, together with the delivery of the aforementioned documents, are herein called the “Closing.” The Bonds will be made available to the Underwriter for inspection not less than twenty-four (24) hours prior to the Closing.

8. Underwriter’s Closing Conditions. The Underwriter has entered into this Agreement in reliance upon the representations and covenants herein and the performance by the City of its obligations under this Agreement, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriter’s obligations under this Agreement to purchase, accept delivery of, and pay for the Bonds shall be conditioned upon the performance by the City of its obligations to be performed hereunder at or prior to Closing and shall also be subject to the following additional conditions:

(a) Bring-Down Representations of the City. The representations and covenants of the City contained in this Agreement shall be true and correct in all material respects as of the date hereof and at the time of the Closing, as if made on the Closing Date.

(b) Executed Agreements and Performance Thereunder. At the time of the Closing (i) the City Documents shall be in full force and effect, and shall not have been amended, modified, or supplemented except with the written consent of the Underwriter; (ii) the Authorizing Documents shall be in full force and effect; (iii) there shall be in full force and effect such other resolutions or actions of the City as, in the opinion of Bond Counsel and Counsel to the Underwriter, shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the City described in this Agreement and the City Documents; (iv) there shall be in full force and effect such other resolutions or actions of the Developer as, in the opinion of Miklos Law, PLLC (“Developer’s Counsel”), shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the Developer described in the Developer Letter of Representations, the Development Agreement, the CFA Agreement, the Landowner Agreement, the Reimbursement Agreement, and the Continuing Disclosure Agreement of the Developer with respect to the Bonds, dated as of April 1, 2018 (the “Continuing Disclosure Agreement of the Developer,” and together with the Developer Letter of

Representations, the Development Agreement, the CFA Agreement, the Reimbursement Agreement and the Landowner Agreement, the “Developer Documents”), executed and delivered by the Developer and MuniCap, Inc. as dissemination agent and PID Administrator; and (v) the City shall perform or have performed its obligations required or specified in the City Documents to be performed at or prior to Closing.

(c) No Default. At the time of the Closing, no default shall have occurred or be existing and no circumstances or occurrences that, with the passage of time or giving of notice, shall constitute an event of default under this Agreement, the Indenture, the City Documents, the Developer Documents or other documents relating to the financing and construction of the Authorized Improvements and the Development, and the Developer shall not be in default in the payment of principal or interest on any of its indebtedness which default shall materially adversely impact the ability of such Developer to pay the Assessments when due.

(d) Closing Documents. At or prior to the Closing, the Underwriter shall have received each of the documents required under Section 9 below.

(e) Termination Events. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Agreement without liability therefor by written notification to the City if, between the date of this Agreement and the Closing, in the Underwriter’s sole and reasonable judgment, any of the following shall have occurred:

(i) the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by the occurrence of any of the following:

(1) legislation shall have been introduced in or enacted by the Congress of the United States or adopted by either House thereof, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice, or otherwise) by the President of the United States, the Treasury Department of the United States, or the Internal Revenue Service or legislation shall have been proposed for consideration by either the U.S. Senate Committee on Finance or the U.S. House of Representatives Committee on Ways and Means or legislation shall have been favorably reported for passage to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or a decision by a court of the United States or the Tax Court of the United States shall be rendered or a ruling, regulation, or official statement (final, temporary, or proposed) by or on behalf of the Treasury Department of the United States, the Internal Revenue Service, or other federal agency shall be made, which would result in federal taxation of revenues or other income of the general character expected to be derived by the City or upon interest on securities

of the general character of the Bonds or which would have the effect of changing, directly or indirectly, the federal income tax consequences of receipt of interest on securities of the general character of the Bonds in the hands of the holders thereof, and which in either case, makes it, in the reasonable judgment of the Underwriter, impracticable or inadvisable to proceed with the offer, sale, or delivery of the Bonds on the terms and in the manner described in the Limited Offering Memorandum; or

(2) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as described herein or by the Limited Offering Memorandum, is in violation or would be in violation of, or that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect (the "Securities Act"), or that the Indenture needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect (the "Trust Indenture Act"); or

(3) a general suspension of trading in securities on the New York Stock Exchange, the establishment of minimum prices on such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so; or

(4) there shall have occurred any outbreak of hostilities (including, without limitation, an act of terrorism) or other national or international calamity or crisis, including, but not limited to, an escalation of hostilities that existed prior to the date hereof, and the effect of any such event on the financial markets of the United States shall be such as would make it impracticable, in the reasonable judgment of the Underwriter, for it to sell the Bonds on the terms and in the manner contemplated by the Limited Offering Memorandum; or

(5) there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the City, except as disclosed in or contemplated by the Limited Offering Memorandum; or

(6) any state blue sky or securities commission or other governmental agency or body in any state in which more than 10% of the Bonds have been offered and sold shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto; or

(7) any amendment to the federal or state Constitution or action by any federal or state court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the City, its property, income, securities (or interest thereon), or the validity or enforceability of the Assessments to pay principal of and interest on the Bonds; or

(ii) the New York Stock Exchange or other national securities exchange or any governmental authority shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter; or

(iii) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Limited Offering Memorandum, or has the effect that the Limited Offering Memorandum contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, which change shall occur subsequent to the date of this Agreement and shall not be due to the malfeasance, misfeasance or nonfeasance of the Underwriter; or

(iv) any fact or event shall exist or have existed that, in the Underwriter's reasonable judgment, requires or has required an amendment of or supplement to Limited Offering Memorandum; or

(v) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and be in force; or

(vi) a material disruption in securities settlement, payment or clearance services shall have occurred; or

(vii) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the United States Securities and Exchange Commission (the "SEC") or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as contemplated by this Agreement or by the Limited Offering Memorandum, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal

securities laws on the date of Closing, including the Securities Act, the Securities Exchange Act of 1934 (the “Securities Exchange Act”) and the Trust Indenture Act; or

(viii) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission, which prohibition shall occur subsequent to the date hereof and shall not be due to the malfeasance, misfeasance, or nonfeasance of the Underwriter.

With respect to the conditions described in subparagraphs (ii), (vii) and (viii) above, the Underwriter is not aware of any current, pending or proposed law or government inquiry or investigation as of the date of execution of this Agreement which would permit the Underwriter to invoke its termination rights hereunder.

9. Closing Documents. At or prior to the Closing, the Underwriter shall receive the following documents:

(a) Bond Opinion. The approving opinion of Bond Counsel, dated the Closing Date and substantially in the form included as Appendix C to the Limited Offering Memorandum, together with a reliance letter from Bond Counsel, dated the date of the Closing and addressed to the Underwriter, which may be included in the supplemental opinion required by Section 9(b), to the effect that the foregoing opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to it.

(b) Supplemental Opinion. A supplemental opinion of Bond Counsel dated the Closing Date and addressed to the City and the Underwriter, in form and substance acceptable to counsel for the Underwriter, to the following effect:

(i) Except to the extent noted therein, Bond Counsel has not verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness of the statements and information contained in the Limited Offering Memorandum but that such firm has reviewed the information describing the Bonds in the Limited Offering Memorandum under the captions or subcaptions “PLAN OF FINANCE □ The Bonds”, “DESCRIPTION OF THE BONDS,” “SECURITY FOR THE BONDS” (except for the last paragraph under the subcaption “General”), “ASSESSMENT PROCEDURES” (except for the subcaptions “Assessment Methodology” and “Assessment Amounts”), “THE DISTRICT,” “TA □ MATTERS,” “LEGAL MATTERS □ Legal Proceedings,” “LEGAL MATTERS □ Legal Opinions,” “SUITABILITY FOR INVESTMENT,” “CONTINUING DISCLOSURE” (except for the subcaption “The City’s Compliance with Prior Undertakings”), “REGISTRATION AND QUALIFICATION OF BONDS FOR SALE,” “LEGAL INVESTMENT AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TE□AS” and APPENDI□ A and Bond Counsel is of the opinion that the information relating to the Bonds and

legal issues contained under such captions and subcaptions is an accurate and fair description of the laws and legal issues addressed therein and, with respect to the Bonds, such information conforms to the Bond Ordinance and Indenture;

(ii) The Bonds are not subject to the registration requirements of the Securities Act, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act;

(iii) The City has full power and authority to adopt the Creation Resolution, the Assessment Ordinance, and the Bond Ordinance (collectively, the foregoing documents are referred to herein as the “City Actions”) and perform its obligations thereunder and the City Actions have been duly adopted, are in full force and effect and have not been modified, amended or rescinded; and

(iv) The Indenture, the Development Agreement, the CFA Agreement, the Landowner Agreement, the City Continuing Disclosure Agreement, the Reimbursement Agreement, and this Agreement have been duly authorized, executed and delivered by the City and, assuming the due authorization, execution and delivery of such instruments, documents, and agreements by the other parties thereto, constitute the legal, valid, and binding agreements of the City, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting enforcement of creditors’ rights, or by the application of equitable principles if equitable remedies are sought and to the application of Texas law relating to governmental immunity applicable to local governmental entities.

(c) City Legal Opinion. An opinion of an attorney for the City, dated the Closing Date and addressed to the Underwriter, the City and the Trustee, with respect to matters relating to the City, substantially in the form of Appendix C hereto or in form otherwise agreed upon by the Underwriter.

(d) Opinion of Developer’s Counsel. An opinion of Developer’s Counsel, substantially in the form of Appendix D hereto, dated the Closing Date and addressed to the City, Bond Counsel, the Attorney for the City, the Underwriter, Underwriter’s Counsel and the Trustee.

(e) Developer Certificate. The certificate of the Developer dated as of the Closing Date, signed by an authorized officer of Developer in substantially the form of Appendix E hereto.

(f) City Certificate. A certificate of the City, dated the Closing Date, to the effect that, to the best of an authorized City official’s knowledge:

(i) the representations and warranties of the City contained herein and in the City Documents are true and correct in all material respects on and as of the Closing Date as if made on the date thereof;

(ii) the Authorizing Documents and City Documents are in full force and effect and have not been amended, modified, or supplemented;

(iii) except as disclosed in the Limited Offering Memorandum, no litigation or proceeding against the City is pending or, to the knowledge of such persons, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the City to hold and exercise their respective positions, (b) contest the due organization and valid existence of the City or the establishment of the District, (c) contest the validity, due authorization and execution of the Bonds or the City Documents, or (d) attempt to limit, enjoin or otherwise restrict or prevent the City from levying and collecting the Assessments pledged to pay the principal of and interest on the Bonds, or the pledge thereof; and

(iv) the City has, to the best of such person's knowledge, complied with all agreements and covenants and satisfied all conditions set forth in the City Documents, on its part to be complied with or satisfied hereunder at or prior to the Closing.

(g) Trustee's Certificate. A certificate of the Trustee, dated the date of Closing, in form and substance acceptable to counsel for the Underwriter to the following effect:

(i) The Trustee is duly organized and validly existing as a national banking association organized under the laws of the United States of America, having the full power and authority, including trust powers, to accept and perform its duties under the Indenture; and

(ii) No consent, approval, authorization or other action by any governmental authority having jurisdiction over the Trustee that has not been obtained is or will be required for the authentication of the Bonds or the consummation by the Trustee of the other transactions contemplated to be performed by the Trustee in connection with the authentication of the Bonds and the acceptance and performance of the obligations created by the Indenture.

(h) Underwriter Counsel's Opinion. An opinion, dated the Closing Date and addressed to the Underwriter, of Winstead PC, counsel to the Underwriter, to the effect that:

(i) based on (A) such counsel's review of the Bond Ordinance, the Indenture, and the Limited Offering Memorandum; (B) its discussions with bond counsel and with the Underwriter; (C) its review of the documents, certificates, opinions and other instruments delivered at the closing of the sale of the Bonds on the date hereof; and (D) such other matters as it deems relevant, such counsel is of the opinion that the Bonds are exempt securities under the Securities Act, and the Trust Indenture Act, and it is not necessary, in connection with the offering and

sale of the Bonds, to register the Bonds under the Securities Act and the Indenture is not required to be qualified under the Trust Indenture Act;

(ii) based upon (A) such counsel's review of Rule 15c2-12 and interpretive guidance published by the SEC relating thereto; (B) its review of the continuing disclosure undertaking of the City contained in the City Continuing Disclosure Agreement; and (C) the inclusion in the Limited Offering Memorandum of a description of the specifics of such undertaking, and assuming that the Bond Ordinance, the Indenture, and the City Continuing Disclosure Agreement have been duly adopted by the City and are in full force and effect, such undertaking provides a suitable basis for the Underwriter, to make a reasonable determination that the City has met the qualifications of paragraph (b)(5)(i) of Rule 15c2-12; and

(iii) although such counsel has not verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness of the information contained in the Limited Offering Memorandum, it has participated in the preparation of the Limited Offering Memorandum and without independent verification, no facts came to its attention that caused it to believe that the Limited Offering Memorandum (except for the Appendices as well as any other financial, engineering and statistical data contained therein or included therein by reference or any litigation disclosed therein, as to which it expresses no view) as of its date contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(i) Limited Offering Memorandum. The Limited Offering Memorandum and each supplement or amendment, if any, thereto.

(j) Delivery of City Documents and Developer Documents. The City Documents and Developer Documents shall have been executed and delivered in form and content satisfactory to the Underwriter.

(k) Form 8038-G. Evidence that the federal tax information form 8038-G has been prepared by Bond Counsel for filing.

(l) Federal Tax Certificate. A certificate of the City in form and substance satisfactory to Bond Counsel and counsel to the Underwriter setting forth the facts, estimates and circumstances in existence on the date of the Closing, which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code.

(m) Attorney General Opinion and Comptroller Registration. The approving opinion of the Attorney General of the State regarding the Bonds and the Comptroller of the State's Certificate of Registration for the Initial Bond.

(n) Continuing Disclosure Agreements. The City Continuing Disclosure Agreement and the Continuing Disclosure Agreement of the Developer, shall have been executed by the parties thereto in substantially the forms attached to the Preliminary Limited Offering Memorandum as Appendix D-1 and Appendix D-2.

(o) Letter of Representation of the Appraiser. (i) Letter of Representation of the Appraiser, substantially in the form of Appendix F hereto, addressed to the City, Bond Counsel, the Underwriter, and the Trustee, or in form otherwise agreed upon by the Underwriter, and (ii) a copy of the real estate appraisal of the property in the District dated April 26, 2018.

(p) Letter of Representation of Assessment Consultant and PID Administrator. Letter of Representation of the Assessment Consultant and PID Administrator, substantially in the form of Appendix G hereto, addressed to the City, Bond Counsel, the Underwriter, and the Trustee, or in form otherwise agreed upon by the Underwriter.

(q) Evidence of Filing of Creation Resolution, Assessment Ordinance, and Landowner Agreement. Evidence that (i) the Creation Resolution, including legal description of the District by metes and bounds, (ii) the Assessment Ordinance, including the Assessment Roll and a statement indicating the contact for and address of where a copy of the Service and Assessment Plan, and any updates thereto may be obtained or viewed, and (iii) the Landowner Agreement have been filed of record in the real property records of Collin County, Texas.

(r) Lender Consent Certificate. Lender Consent Certificate of Trez Capital (2015) Corporation, Westgate Capital Funding, LLC, and any other lienholder on land in the District, consenting to and acknowledging the creation of the District, the adoption of the Assessment Ordinance, the levy of the Assessments, and the subordination of their respective liens to the lien created by the Assessments in a form acceptable to the Underwriter.

(s) Evidence of Ownership of Property. Evidence that on the date that the Assessment Ordinance was adopted all of the Assessed Property was owned by the Developer or other development entities and that such landowners are not entities that may claim a homestead right under Texas law.

(t) Rule 15c2-12 Certification. A resolution or certificate of the City whereby the City has deemed the Preliminary Limited Offering Memorandum final as of its date, except for permitted omissions, as contemplated by Rule 15c2-12 in connection with the offering of the Bonds.

(u) Dissemination Agent. Evidence acceptable to the Underwriter in its sole discretion that the City has engaged a dissemination agent acceptable to the Underwriter

for the Bonds, with the execution of the City Continuing Disclosure Agreement and the Continuing Disclosure Agreement of the Developer by other parties thereto being conclusive evidence of such acceptance by the Underwriter.

(v) BLOR. A copy of the Blanket Letter of Representation to DTC relating to the Bonds and signed by the City.

(w) Additional Documents. Such additional legal opinions, certificates, instruments, and other documents as the Underwriter or their counsel may reasonably deem necessary.

10. City's Closing Conditions. The obligation of the City hereunder to deliver the Bonds shall be subject to receipt on or before the date of the Closing of the purchase price set forth in Section 1 hereof, and the opinion of Bond Counsel described in Section 9(a) hereof.

11. Establishment of Issue Price.

(a) The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City on or before Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the City under this Section to establish the issue price of the Bonds may be taken on behalf of the City by the City's Financial Advisor identified herein and any notice or report to be provided to the City may be provided to the City's Financial Advisor.

(b) The Underwriter confirms that it has offered all the Bonds of each maturity to the public on or before the date of this Agreement at the respective offering price (the “initial offering price”), or at the corresponding yield or yields, set forth in Schedule I attached hereto, except as otherwise set forth therein. At or promptly after the execution of this Agreement, the Underwriter shall report to the City as of the sale date the first price at which the Underwriter has sold to the public at least 10% of each maturity of Bonds (the “10% test”), and shall identify to the City as of the sale date those maturities of the Bonds for which the 10% test has not been satisfied. If different interest coupons apply within a maturity, each separate CUSIP number within that maturity will be treated as a separate maturity for this purpose.

(c) The City and the Underwriter agree that the restrictions set forth in the next sentence shall apply to those maturities of the Bonds for which the 10% test has not been met as of the sale date, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial

offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the City when the Underwriter has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if such sale occurs prior to the close of the fifth (5th) business day after the sale date.

(d) The Underwriter confirms that any selling group agreement and any retail distribution agreement, if applicable, relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (i) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (ii) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The City acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

(e) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this Section. Further, for purposes of this Section:

- (i) “public” means any person other than an underwriter or a related party,
- (ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any

person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a “related party to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Agreement by all parties.

12. Consequences of Termination. If the City shall be unable to satisfy the conditions contained in this Agreement or if the obligations of the Underwriter shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and the Underwriter and the City shall have no further obligation hereunder, except as further set forth in Sections 13, 15 and 16 hereof.

13. Costs and Expenses.

(a) The Underwriter shall be under no obligation to pay, and the City shall cause to be paid from proceeds of the Bonds the following expenses incident to the issuance of the Bonds and performance of the City’s obligations hereunder: (i) the costs of the preparation and printing of the Bonds; (ii) the cost of preparation, printing, and mailing of the Preliminary Limited Offering Memorandum, the final Limited Offering Memorandum and any supplements and amendments thereto; (iii) the fees and disbursements of the City’s financial advisor and legal counsel, the Trustee’s counsel, Bond Counsel, Developer’s Counsel, and the Trustee relating to the issuance of the Bonds, (iv) the Attorney General’s review fees, (v) the fees and disbursements of accountants, advisers and any other experts or consultants retained by the City or the Developer, including but not limited to the fees and expenses of the Appraiser and the Assessment Consultant, and (vi) the expenses incurred by or on behalf of City employees and representatives that are incidental to the issuance of the Bonds and the performance by the City of its obligations under this Agreement.

(b) The Underwriter shall pay the following expenses: (i) all advertising expenses in connection with the offering of the Bonds; (ii) fees of Underwriter’s Counsel; and (iii) all other expenses, including CUSIP fees (including out-of-pocket expenses and

related regulatory expenses), incurred by it in connection with its offering and distribution of the Bonds, except as noted in Subsection 13(a) above.

(c) The City acknowledges that the Underwriter will pay from the Underwriter's expense allocation of the underwriting discount the applicable per bond assessment charged by the Municipal Advisory Council of Texas, a nonprofit corporation whose purpose is to collect, maintain and distribute information relating to issuing entities of municipal securities.

14. Notice. Any notice or other communication to be given to the City under this Agreement may be given by delivering the same in writing to: City of Celina, Texas, 142 N. Ohio Street, Celina, Texas 76201, Attention: City Manager. Any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to: FMSbonds, Inc., 100 Crescent Court, Suite 700, Dallas, Texas 76227, Attention: Tripp Davenport, Director.

15. Entire Agreement. This Agreement is made solely for the benefit of the City and the Underwriter (including their respective successors and assigns), and no other person shall acquire or have any right hereunder or by virtue hereof. All of the City's representations, warranties, and agreements contained in this Agreement shall remain operative and in full force and effect regardless of: (i) any investigations made by or on behalf of the Underwriter, provided the City shall have no liability with respect to any matter of which the Underwriter has actual knowledge prior to the purchase of the Bonds; or (ii) delivery of any payment for the Bonds pursuant to this Agreement. The agreements contained in this Section and in Sections 16 and 18 shall survive any termination of this Agreement.

16. Survival of Representations and Warranties. All representations and warranties of the parties made in, pursuant to or in connection with this Agreement shall survive the execution and delivery of this Agreement, notwithstanding any investigation by the parties. All statements contained in any certificate, instrument, or other writing delivered by a party to this Agreement or in connection with the transactions described in by this Agreement constitute representations and warranties by such party under this Agreement to the extent such statement is set forth as a representation and warranty in the instrument in question.

17. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

18. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

19. State Law Governs. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Texas.

20. No Assignment. The rights and obligations created by this Agreement shall not be subject to assignment by the Underwriter or the City without the prior written consent of the other parties hereto.

21. No Personal Liability. None of the members of the City Council, nor any officer, representative, agent, or employee of the City, shall be charged personally by the Underwriter with any liability, or be held liable to the Underwriter under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach of this Agreement.

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

23. No Boycott of Israel. The Underwriter hereby represents that it does not "Boycott Israel" (as such term is defined in Section 808.001, Texas Government Code, as amended) and, subject to or as otherwise required by applicable Federal law, including, without limitation, 50 U.S.C. Section 4607, hereby agrees not to Boycott Israel during the term of this Agreement, which for the purposes of this Section shall mean the end of the underwriting period unless this Agreement is terminated in accordance with the provisions hereof.

24. No Terrorist Organization. The Underwriter represents that, to the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, the Underwriter, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Underwriter is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code on the following website: <https://comptroller.texas.gov/purchasing/publications/divestment.php>.

25. Indemnification. The Underwriter will indemnify and hold harmless the City against any losses, claims, damages or liabilities to which the City may become subject, under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Limited Offering Memorandum, or any amendment or supplement thereto, or arise out of or are based upon any untrue statement or alleged untrue statement of material fact, or any omission or alleged omission of any material fact necessary to make the statements therein in light of the circumstances under which they were made, not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission was made in the Limited Offering Memorandum or any such amendment or supplement in reliance upon and in conformity with information under the heading "UNDERWRITING" in the Limited Offering Memorandum, and will reimburse the

City for any legal or other expenses reasonably incurred by the City in connection with investigating or defending any such actions or claims as such expenses are incurred.

Remainder of this page intentionally left blank

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

FMS ☐☐☐☐☐**, I** ☐☐**,**
as Underwriter

By: _____
Name: Theodore A. Swinarski
Title: Senior Vice President - Trading

Attachment: Celina - The Columns PID 2018 - Bond Ordinance (3-28) ATTACHMENTS ADDED (The Columns Bond Ordinance)

Accepted at _____ a.m./p.m. central time on the
date first stated above.

CITY OF CELINA, TEXAS

By: _____
Mayor Pro Tem

Attachment: Celina - The Columns PID 2018 - Bond Ordinance (3-28) ATTACHMENTS ADDED (The Columns Bond Ordinance)

SCHEDULE I

\$6,470,000
CITY OF CELINA, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018
(THE COLUMNS PUBLIC IMPROVEMENT DISTRICT PROJECT)

Interest Accrues From: April 1, 2018

\$ _____ % Term Bonds, Due September 1, 20__, Priced to Yield _____ %^{(a), (c)}

\$ _____ % Term Bonds, Due September 1, 20__, Priced to Yield _____ %^{(a), b), (c)}

- (a) The initial prices or yields of the Bonds are furnished by the Underwriter, have been determined in accordance with the 10% test, and represent the initial offering prices or yields to the public, which may be changed by the Underwriter at any time.
- (b) The Bonds are subject to redemption, in whole or in part, prior to stated maturity, at the option of the City, on any Interest Payment Date on or after September 1, 20__, at the redemption prices set forth in the Limited Offering Memorandum under "DESCRIPTION OF THE BONDS □ Redemption Provisions."
- (c) The Bonds are also subject to extraordinary optional redemption as described in the Limited Offering Memorandum under "DESCRIPTION OF THE BONDS □ Redemption Provisions."

The Term Bonds are subject to mandatory sinking fund redemption on the dates and in the respective Sinking Fund Installments as set forth in the following schedule.

 T B M S 1, 20

R D

S F

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September 1, 20__

September 1, 20__

September 1, 20__

September 1, 20__

September 1, 20__

September 1, 20__

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September 1, 20__

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September 1, 20__

September 1, 20__

September 1, 20__

September 1, 20__

Schedule I-1

Attachment: Celina - The Columns PID 2018 - Bond Ordinance (3-28) ATTACHMENTS ADDED (The Columns Bond Ordinance)

APPENDIX A

FORM OF DEVELOPER LETTER OF REPRESENTATIONS

□□,□□0,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018
(THE COLUMNS PUBLIC IMPROVEMENT DISTRICT PROJECT)

DEVELOPER LETTER OF REPRESENTATIONS

March 29, 2018

City of Celina, Texas
 142 N. Ohio Street
 Celina, Texas 76201

FMSbonds, Inc.
 100 Crescent Court, Suite 700
 Dallas, Texas 76227

Ladies and Gentlemen:

This letter is being delivered to the City of Celina, Texas (the “City”) and FMSbonds, Inc. (the “Underwriter”), in consideration for your entering into the Bond Purchase Agreement dated the date hereof (the “Bond Purchase Agreement”) for the sale and purchase of the \$6,470,000 “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2018 (The Columns Public Improvement District Project)” (the “Bonds”). Pursuant to the Bond Purchase Agreement, the Underwriter has agreed to purchase from the City, and the City has agreed to sell to the Underwriter, the Bonds. In order to induce the City to enter into the Bond Purchase Agreement and as consideration for the execution, delivery, and sale of the Bonds by the City and the purchase of them by the Underwriter, the undersigned, CADG Celina Outer Loop, LLC, a Texas limited liability company (the “Developer”), makes the representations, warranties, and covenants contained in this Developer Letter of Representations. Unless the context clearly indicates otherwise, each capitalized term used in this Developer Letter of Representations will have the meaning set forth in the Bond Purchase Agreement.

1. Purchase and Sale of Bonds. Inasmuch as the purchase and sale of the Bonds represents a negotiated transaction, the Developer understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the Developer, but rather is acting solely in its capacity as Underwriter of the Bonds for its own account.

2. Updating of the Limited Offering Memorandum. If, after the date of this Developer Letter of Representations, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the “end of the underwriting period” (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than twenty-five (25) days after the “end of the underwriting period” for the Bonds), the Developer becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the Developer will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request); however, that for the purposes of this Developer Letter of Representations and any certificate delivered by the Developer in accordance with the Bond Purchase Agreement, the Developer makes no representations with respect to (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of The Depository Trust Company, New York, New York, or its book-entry-only system and (ii) the information in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under the captions “THE CITY,” “THE DISTRICT,” “BONDHOLDERS’ RISKS” (except as it pertains to the Developer, the Authorized Improvements and the Development, as defined in the Limited Offering Memorandum), “TAX MATTERS,” “LEGAL MATTERS □ Litigation □ The City,” “CONTINUING DISCLOSURE □ The City” and “□ The City’s Compliance with Prior Undertakings” and “INFORMATION RELATING TO THE TRUSTEE.”

1. Developer Documents. The Developer has executed and delivered each of the below listed documents (individually, a “Developer Document” and collectively, the “Developer Documents”) in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of Developer, enforceable against Developer in accordance with its terms:

- (a) this Developer Letter of Representation;
- (b) that certain Development Agreement, The Columns Public Improvement District Agreement and Tax Increment Reinvestment □one Agreement between the Developer and the City, effective October 13, 2017;
- (c) that certain The Columns Public Improvement District Construction, Funding and Acquisition Agreement, effective April 10, 2018, and executed and delivered by the City and the Developer;
- (d) the “The Columns Hill Public Improvement District Reimbursement Agreement”, effective April 10, 2018, and executed and delivered by the Developer and the City;

(e) that certain Landowner Agreement dated as of April 10, 2018, executed and delivered by the City and the Developer; and

(f) that certain Continuing Disclosure Agreement of the Developer, dated as of April 1, 2018 made by and among the Developer and MuniCap, Inc., as dissemination agent and as Administrator.

The Developer has complied in all material respects with all of the Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

2. Developer Representations, Warranties and Covenants. The Developer represents, warrants, and covenants to the City and the Underwriter that:

(a) Due Organization and Existence. The Developer is duly formed and validly existing as a limited liability company under the laws of the State of Texas.

(b) Organizational Documents. The copies of the organizational documents of the Developer provided by the Developer (the "Developer Organizational Documents") to the City and the Underwriter are fully executed, true, correct, and complete copies of such documents and such documents have not been amended or supplemented and are in full force and effect as of the date hereof.

(c) No Breach. The execution and delivery of the Developer Documents by Developer does not violate any judgment, order, writ, injunction or decree binding on Developer or any indenture, agreement, or other instrument to which Developer is a party.

(d) No Litigation. Other than as described in the Preliminary Limited Offering Memorandum, there are no proceedings pending or threatened in writing before any court or administrative agency against Developer that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the Development in accordance with the description thereof in the Preliminary Limited Offering Memorandum.

(e) Information. The information prepared and submitted by the Developer to the City or the Underwriter in connection with the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum was, and is, as of this date, true and correct in all material respects.

(f) Preliminary Limited Offering Memorandum. The Developer represents and warrants that the information set forth in the Preliminary Limited Offering Memorandum under the captions "PLAN OF FINANCE □ Development Plan and Plan of Finance," "THE AUTHORIZED IMPROVEMENTS" "THE DEVELOPMENT," "THE DEVELOPER" and "CONTINUING DISCLOSURE □ The Developer" and, to the best of the Developer's knowledge after due inquiry, under the captions

“BONDHOLDERS’ RISKS” (only as it pertains to the Developer, the Authorized Improvements and the Development, as defined in the Limited Offering Memorandum) and “LEGAL MATTERS □ Litigation □ The Developer” is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Developer agrees to provide a certificate dated the Closing Date affirming, as of such date, the representations contained in this subsection (f) with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

(g) Events of Default. No “Event of Default” or “event of default” by the Developer under any of the Developer Documents, any documents to which Developer is a party described in the Preliminary Limited Offering Memorandum, or under any material documents relating to the financing and construction of the Authorized Improvements to which the Developer is a party, or event that, with the passage of time or the giving of notice or both, would constitute such “Event of Default” or “event of default,” by the Developer has occurred and is continuing.

3. Indemnification.

(a) The Developer will indemnify and hold harmless the City and the Underwriter and each of their officers, directors, employees and agents against any losses, claims, damages or liabilities to which any of them may become subject, under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained or incorporated by reference in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under the captions “PLAN OF FINANCE □ Development Plan and Plan of Finance,” “THE AUTHORIZED IMPROVEMENTS,” “THE DEVELOPMENT,” “THE DEVELOPER,” “BONDHOLDERS’ RISKS” (only as it pertains to the Developer, the Authorized Improvements, and the Development), “LEGAL MATTERS □ Litigation □ The Developer,” and “CONTINUING DISCLOSURE □ The Developer”, or any amendment or supplement to the Limited Offering Memorandum amending or supplementing the information contained under the aforementioned captions (as qualified above), or arise out of or are based upon the omission or alleged untrue statement or omission to state therein a material fact necessary to make the statements under the aforementioned captions (as qualified above) not misleading under the circumstances under which they were made and will reimburse any indemnified party for any reasonable legal or other expenses reasonably incurred by them in connection with investigating or defending any such action or claim as such expenses are incurred.

(b) Promptly after receipt by an indemnified party under subsection (a) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve the indemnifying party from any liability which it may have to the indemnified party otherwise than under such subsection, unless

such indemnifying party was prejudiced by such delay or lack of notice. In case any such action shall be brought against an indemnified party, it shall promptly notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. The indemnifying party shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any such action, the indemnifying party will indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment. The indemnity herein shall survive delivery of the Bonds and shall survive any investigation made by or on behalf of the City, the Developer or the Underwriter.

4. Survival of Representations, Warranties and Covenants. All representations, warranties, and agreements in this Developer Letter of Representations will survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of any payment by the Underwriter for the Bonds hereunder, and (c) any termination of the Bond Purchase Agreement.

5. Binding on Successors and Assigns. This Developer Letter of Representations will be binding upon the Developer and its successors and assigns and inure solely to the benefit of the Underwriter and the City, and no other person or firm or entity will acquire or have any right under or by virtue of this Developer Letter of Representations.

☐Signatures to Follow☐

CADG Celina Outer Loop, LLC,
a Texas limited liability company

By: CADG Holdings, LLC,
a Texas limited liability company
Its Sole Member

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayed
Its: Manager

APPENDIX B

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CITY OF CELINA, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018 (THE COLUMNS PUBLIC IMPROVEMENT DISTRICT PROJECT)

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of FMSbonds, Inc. (“FMS”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”) of the City of Celina, Texas (the “Issuer”).

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) FMS offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, FMS agreed in writing on or prior to the Sale Date that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms.***

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which FMS sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(e) *Public* means any person (including an individual, trust, estate, limited liability company, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is April 10, 2018.

(g) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents FMS’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate with respect to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Norton Rose Fulbright US LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

EXECUTED and DELIVERED this _____, 2018.

FMSbonds, Inc.

By: _____

Name: _____

Title: _____

Dated: _____, 2018

SCHEDULE A**SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD ~~THE~~ OFFERING ~~PRICE~~ MATURITIES***(Attached)***Attachment: Celina - The Columns PID 2018 - Bond Ordinance (3-28) ATTACHMENTS ADDED (The Columns Bond Ordinance)**

SCHEDULE B**PRICING □ IRE OR EQUIVALENT COMMUNICATION***(Attached)***Attachment: Celina - The Columns PID 2018 - Bond Ordinance (3-28) ATTACHMENTS ADDED (The Columns Bond Ordinance)**

APPENDIX C

LETTERHEAD OF MESSER, ROSEFELLER & FORT

April 26, 2018

FMSbonds, Inc.
100 Crescent Court, Suite 700
Dallas, Texas 75201

U.S. Bank National Association
Attention: Bond Operations
111 Fillmore Avenue East
St. Paul, Minnesota 55107-1402

Winstead PC
500 Winstead Building
2728 N. Harwood Street
Dallas, Texas 75201

\$6,470,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018
(THE COLUMNS PUBLIC IMPROVEMENT DISTRICT PROJECT)

Ladies and Gentlemen:

We are the Attorney for the City of Celina, Texas (the “City”) for limited purposes, and are rendering this opinion in connection with the issuance and sale of \$6,470,000 “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2018 (The Columns Public Improvement District Project)” (the “Bonds”), by the City, a political subdivision of the State of Texas.

The Bonds are authorized pursuant to Ordinance No. _____ and enacted by the City Council of the City (the “City Council”) on April 10, 2018 (the “Bond Ordinance”) and shall be issued pursuant to the provisions of Subchapter A of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the “Act”) and the Indenture of Trust dated as of April 1, 2018 (the “Indenture”) by and between the City and U.S. Bank National Association, as trustee (the “Trustee”). Capitalized terms not defined herein shall have the same meanings as in the Indenture, unless otherwise stated herein.

In connection with rendering this opinion, we have reviewed the:

- (a) The Resolution No. 2017-203R (the “Creation Resolution”), enacted by the City Council on November 14, 2017.
- (b) The Ordinance No. _____, adopted by the City Council on April 10, 2018 (the “Assessment Ordinance”).
- (c) The Bond Ordinance.

(d) The Indenture.

(e) That certain “The Columns Hill Public Improvement District Reimbursement Agreement”, effective April 10, 2018, and executed and delivered by the Developer and the City;

(f) That certain Development Agreement, The Columns Public Improvement District Agreement and Tax Increment Reinvestment ☐one Agreement, effective as of October 13, 2017, between the City and the Developer and recorded on January 5, 2018 as document 20171228001706440 in the deed records of Collin County, Texas (the “Development Agreement”).

(g) That certain Continuing Disclosure Agreement of Issuer, dated as of April 1, 2018, executed and delivered by the City and HTS Continuing Disclosure Services, a Division of Hilltop Securities, Inc. (the “Dissemination Agent”).

The Creation Resolution, the Assessment Ordinance and Bond Ordinance shall herein after be referred to as the “Authorizing Documents” and the remaining documents shall herein after be collectively referred to as the “City Documents.”

In all such examinations, we have assumed that all signatures on documents and instruments executed by the City are genuine and that all documents submitted to me as copies conform to the originals. In addition, for purposes of this opinion, we have assumed the due authorization, execution and delivery of the City Documents by all parties other than the City.

Based upon and subject to the foregoing and the additional qualifications and assumptions set forth herein, we are of the opinion that:

1. The City is a Texas political subdivision and has all necessary power and authority to enter into and perform its obligations under the Authorizing Documents and the City Documents. The City has taken or obtained all actions, approvals, consents and authorizations required of it by applicable laws in connection with the execution of the Authorizing Documents and the City Documents and the performance of its obligations thereunder.

2. To the best of our knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, public board or body, pending, or threatened against the City: (a) affecting the existence of the City or the titles of its officers to their respective offices, (b) in any way questioning the formation or existence of the District, (c) affecting, contesting or seeking to prohibit, restrain or enjoin the delivery of any of the Bonds, or the payment, collection or application of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, including the Assessments in the District pursuant to the provisions of the Assessment Ordinance and the Service and Assessment Plan referenced therein, (d) contesting or affecting the validity or enforceability or the City’s performance of the City Documents, (e) contesting the exclusion of the interest on the Bonds from federal income taxation, or (f) which may result in any material adverse change relating to the financial condition of the City.

3. The Authorizing Documents were duly enacted by the City and remain in full force and effect on the date hereof.

Packet Pg. 194

142 N. Ohio Street
Celina, Texas 76201

APPENDIX D

LETTERHEAD OF MILOS LAW

April 26, 2018

City of Celina, Texas
142 N. Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
100 Crescent Court, Suite 700
Dallas, Texas 75201

U.S. Bank National Association
Attention: Bond Operations
111 Fillmore Avenue East
St. Paul, Minnesota 55107-1402

Messer, Rockefeller & Fort
63351 Preston Rd., Suite 350
Frisco, Texas 75034

Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201

Winstead PC
2728 N. Harwood Street
Dallas, Texas 75201

\$6,470,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018
(THE COLUMNS PUBLIC IMPROVEMENT DISTRICT PROJECT)

Ladies & Gentlemen:

We have acted as special counsel to CADG Celina Outer Loop, LLC, a Texas limited liability company (the “*Developer*”) in connection with the issuance and sale by the City of Celina, Texas (the “*City*”), of \$6,470,000 City of Celina, Texas, Special Assessment Revenue Bonds, Series 2018 (The Columns Public Improvement District Project) (the “*Bonds*”), pursuant to the Indenture of Trust dated as of April 1, 2018 (the “*Indenture*”), by and between the City and U.S. Bank National Association, as trustee (the “*Trustee*”). Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements in the development known as The Homeplace at the Columns (the “*Development*”) located in the City of Celina, Texas (the “*City*”).

The Bonds are being sold by FMSbonds, Inc. (the “*Underwriter*”), pursuant to that certain Bond Purchase Agreement dated April 10, 2018 (the “*Bond Purchase Agreement*”), between the City and the Underwriter.

All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Purchase Agreement.

In our capacity as special counsel to the Developer, and for purposes of rendering the opinions set forth herein, we have examined originals or copies, certified or otherwise identified to our satisfaction, of:

(a) The following documents (collectively, the “*Material Documents*”):

(1) the *Development Agreement, The Columns Public Improvement District Agreement and Tax Increment Reinvestment Zone Agreement*, effective as of October 13, 2017, between the City and the Developer;

(2) *The Columns Public Improvement District Construction, Funding and Acquisition Agreement*, effective April 10, 2018, and executed and delivered by the City and the Developer;

(3) the *Landowner Agreement*, dated as of April 10, 2018, between the City and the Developer;

(4) the *Continuing Disclosure Agreement of Developer* dated as of April 1, 2018 among the Developer, Municap, Inc., as Administrator and Municap Inc., as Dissemination Agent;

(5) the “*The Columns Hill Public Improvement District Reimbursement Agreement*”, effective April 10, 2018, and executed and delivered by the Developer and the City;

(6) the *Developer Letter of Representations* dated as of March 29, 2018;

(b) General Certificate of the Developer and the Closing Certificate of the Developer, each dated as of the date hereof (together, the “*Developer Certificate*”);

(c) The Preliminary Limited Offering Memorandum, dated March 29, 2018 relating to the issuance of the Bonds (the “*Preliminary Limited Offering Memorandum*”);

(d) The final Limited Offering Memorandum, dated April 10, 2018, relating to the issuance of the Bonds (collectively with the Preliminary Limited Offering Memorandum, the “*Limited Offering Memorandum*”); and

(e) Such other documents, records, agreements and certificates of the Developer as we have deemed necessary or appropriate to render the opinions expressed below.

In basing the opinions and other matters set forth herein on “our knowledge,” the words “our knowledge” signify that, in the course of our representation of the Developer the principal attorneys in this firm involved in the current actual transaction do not have actual knowledge or actual notice that any such opinions or other matters are not accurate or that any of the documents, certificates, reports and information on which we have relied are not accurate and complete. Except as otherwise stated herein, we have undertaken no independent investigation or certification of such matters. The words “our knowledge” and similar language used herein are intended to be limited to the knowledge of the attorneys within our firm who have worked on the matters contemplated by our representation as special counsel.

In rendering the opinions set forth herein, we have assumed, without independent investigation (other than the Developer), that: (i) the due authorization, execution, and delivery of each of the documents referred to in this opinion letter by all parties thereto and that each such document constitutes a valid, binding, and enforceable obligation of each party thereto, (ii) all of the parties to the documents referred to in this opinion letter are duly organized, validly existing, in good standing and have the requisite power, authority (corporate, limited liability company, partnership or other) and legal right to execute, deliver, and perform its obligations under such documents (except to the extent set forth in our opinions set forth herein regarding valid existence and power and authority of the Developer to execute, deliver, and perform its obligations under the Material Documents), (iii) each certificate from governmental officials reviewed by us is accurate, complete, and authentic, and all official public records are accurate and complete, (iv) the legal capacity of all natural persons, (v) the genuineness of all signatures (other than those of the Developer in respect of the Material Documents), (vi) the authenticity and accuracy of all documents submitted to us as originals, (vii) the conformity to original documents of all documents submitted to us as photostatic or certified copies, (viii) that no laws or judicial, administrative, or other action of any governmental City of any jurisdiction not expressly opined to herein would adversely affect the opinions set forth herein, and (ix) that the execution and delivery by each party of, and performance of its agreements in, the Material Documents do not breach or result in a default under any existing obligation of such party under any agreements, contracts or instruments to which such party is a party to or otherwise subject to or any order, writ, injunction or decree of any court applicable to such party.

In addition, we have assumed that the Material Documents accurately reflect the complete understanding of the parties with respect to the transactions contemplated thereby and the rights and obligations of the parties thereunder. We have also assumed that the terms and conditions of the transaction as reflected in the Material Documents have not been amended, modified or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Material Documents.

We assume that none of the parties to the Material Documents (other than Developer) is a party to any court or regulatory proceeding relating to or otherwise affecting the Material Documents or is subject to any order, writ, injunction or decree of any court or federal, state or local governmental agency or commission that would prohibit the execution and delivery of the Material Documents, or the consummation of the transactions therein contemplated in the manner therein provided, or impair the validity or enforceability thereof. We assume that each of the parties to the Material Documents (other than Developer) has full City to close this transaction in accordance with the terms and provisions of the Material Documents.

We assume that neither the Underwriter nor the City nor their respective counsel has any current actual knowledge of any facts not known to us or any law or judicial decision which would make the opinions set forth herein incorrect, and that no party upon whom we have relied for purposes of this opinion letter has perpetrated a fraud.

We have only been engaged by our clients in connection with the Material Documents (and the transactions contemplated in the Material Documents) and do not represent these clients generally.

O A

Based solely upon the foregoing, and subject to the assumptions and limitations set forth herein, we are of the opinion that:

1. The execution and delivery by the Developer of the Material Documents and the performance by the Developer of its obligations under the Material Documents will not (i) violate any applicable law; or (ii) conflict with or result in the breach of any court decree or order of any governmental body identified in the Developer Certificate or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion binding upon or affecting the Developer, the conflict with which or breach of which would have a material, adverse effect on the ability of the Developer to perform its obligations under the Material Documents to which it is a party.

2. To our knowledge, no governmental approval which has not been obtained or taken is required to be obtained or taken by the Developer on or before the date hereof as a condition to the performance by the Developer of its obligations under the Material Documents to which it is a party, except for governmental approvals that may be required to comply with certain covenants contained in the Material Documents (including, without limitation, covenants to comply with applicable laws).

3. The Developer has duly executed and delivered each of the Material Documents to which it is a party, and each of the Material Documents constitute the legal, valid, and binding obligations of the Developer, enforceable against the Developer in accordance with their respective terms, subject to the following qualifications: (i) the effect of applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and (ii) the effect of the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or of equity), and (iii) the effect that enforceability of the indemnification provisions therein may be limited, in whole or in part. The execution, delivery, and performance by the Developer of its obligations under the Material Documents do not violate any existing laws of the State of Texas applicable to the Developer.

4. To our knowledge after reasonable inquiry, there are no actions, suits or proceedings pending or threatened against the Developer identified in the Developer Certificate or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion in any court of law or equity, or before or by any governmental instrumentality with respect to the validity or enforceability against it of such Material Documents or the transactions described therein.

5. The execution and delivery of the Material Documents do not, and the transactions described therein may be consummated and the terms and conditions thereof may be observed and performed in a manner that does not, conflict with or constitute a breach of or default under any loan agreement, Indenture, bond note, resolution, agreement or other instrument to which the Developer is a party or is otherwise subject and which have been identified in the Developer Certificate which violation, breach or default would materially adversely affect the Developer or its performance of its obligations under the transactions described in the Material Documents; nor will any such execution, delivery, adoption, fulfillment, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Developer, except as expressly described in the Material Documents (a) under applicable

law or (b) under any such loan agreement, indenture, bond note, resolution, agreement, or other instrument.

6. The information set forth in the Limited Offering Memorandum under the captions “*PLAN OF FINANCE — Development Plan and Plan of Finance,*” “*THE AUTHORIZED IMPROVEMENTS,*” “*THE DEVELOPMENT,*” “*THE DEVELOPER,*” “*BONDHOLDERS’ RISKS*” (only as it pertains to the Developer, the Authorized Improvements, and the Development, as defined in the Limited Offering Memorandum), “*LEGAL MATTERS — Litigation — The Developer,*” and “*CONTINUING DISCLOSURE — The Developer,*” adequately and fairly describe the information summarized under such captions and are correct as to matters of law.

7. Subject to the below qualifications and based upon our participation in the preparation of the Limited Offering Memorandum and our participation at conferences with representatives of the Underwriter and its Counsel, of the City and its counsel, and with representatives of the Developer at which the Limited Offering Memorandum and related matters were discussed, and although we have not independently verified the information in the Limited Offering Memorandum and are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Limited Offering Memorandum and any amendment or supplement thereto, no facts have come to our attention that lead us to believe that the information set forth under the captions referenced in the preceding paragraph as of the date of the Limited Offering Memorandum and the date hereof, contained or contains any untrue statement of a material fact, or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.



In addition to any assumptions, qualifications and other matters set forth elsewhere herein, the opinions set forth above are subject to the following assumptions and qualifications:

(a) We have not examined any court dockets, agency files or other public records regarding the entry of any judgments, writs, decrees or orders or the pendency of any actions, proceedings, investigations or litigation.

(b) We have relied upon the Developer Certificates, as well as the representations of the Developer contained in the Material Documents, with respect to certain facts material to our opinion. Except as otherwise specifically indicated herein, we have made no independent investigation regarding any of the foregoing documents or the representations contained therein.

(c) Our opinion delivered pursuant to Section 3 above is subject to the effect of any applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws affecting creditors’ rights generally and to the effect of general principles of equity, including (without limitation) remedies of specific performance and injunctive relief and concepts of materiality, reasonableness, good faith and fair dealing (regardless of whether considered in a proceeding in equity or at law).

(d) Except for the Material Documents, we have not reviewed, and express no opinion as to, any other contracts or agreements to which the Developer is a party or by which the Developer is or may be bound.

(e) The opinions expressed herein are based upon and limited to the applicable laws of the State of Texas and the laws of the United States of America, excluding the principles of conflicts of laws thereof, as in effect as of the date hereof, and our knowledge of the facts relevant to such opinions on such date. In this regard, we note that we are members of the Bar of the State of Texas, we do not express any opinion herein as to matters governed by the laws of any other jurisdiction, except the United States of America, we do not purport to be experts in any other laws and we can accept no responsibility for the applicability or effect of any such laws. In addition, we assume no obligation to supplement the opinions expressed herein if any applicable laws change after the date hereof, or if we become aware of any facts or circumstances that affect the opinions expressed herein.

(f) This letter is strictly limited to the matters expressly set forth herein and no statements or opinions should be inferred beyond such matters.

(g) Notwithstanding anything contained herein to the contrary, we express no opinion whatsoever concerning the status of title to any real or personal property.

(h) The opinions expressed herein regarding the enforceability of the Material Documents are subject to the qualification that certain of the remedial, waiver or other provisions thereof may not be enforceable; but such unenforceability will not, in our judgment, render the Material Documents invalid as a whole or substantially interfere with the practical realization of the principal legal benefits provided in the Material Documents, except to the extent of any economic consequences of any procedural delays which may result therefrom.

(i) The opinion expressed herein as to the enforceability of the Material Documents is specifically subject to the qualification that enforceability of the Material Documents is limited by the following: (i) the rights of the United States under the Federal Tax Lien Act of 1966, as amended; (ii) principles of equity, public policy and unconscionability which may limit the availability of certain remedies; (iii) bankruptcy, insolvency, reorganization, fraudulent conveyance, liquidation, probate, conservatorship and other laws applicable to creditors' rights or the collection of debtors' obligations generally; and (iv) requirements of due process under the United States Constitution, the Constitution of the State of Texas and other laws or court decisions limiting the rights of creditors to repossess, foreclose or otherwise realize upon the property of a debtor without appropriate notice or hearing or both.

(j) We express no opinion as to whether a court would grant specific performance or any other equitable remedy with respect to the enforcement of the Material Documents.

(k) We express no opinion as to the validity, binding effect, or enforceability of: (i) provisions which purport to waive rights or notices, including rights to trial by jury, counterclaims or defenses, jurisdiction or venue; (ii) provisions relating to consent judgments, waivers of defenses or the benefits of statutes of limitations, marshaling of assets, the transferability of any assets which by their nature are nontransferable, sales in inverse order of alienation, or severance; (iii) provisions purporting to waive the benefits of present or of future

laws relating to exemptions, appraisalment, valuation, stay of execution, redemption, extension of time for payment, setoff and similar debtor protection laws; or (iv) provisions requiring a party to pay fees and expenses regardless of the circumstances giving rise to such fees or expenses or the reasonableness thereof.

(l) The opinions expressed herein are subject to the effect of generally applicable rules of law that provide that forum selection clauses in contracts are not necessarily binding on the court(s) in the forum selected.

(m) We express no opinion as to the enforceability of any provisions in the Material Documents purporting to entitle a party to indemnification in respect of any matters arising in whole or in part by reason of any negligent, illegal or wrongful act or omission of such party.

This opinion is furnished to those parties addressed in this letter solely in connection with the transactions, for the purposes and on the terms described above and may not be relied upon for any other purpose or by any other person in any manner or for any purpose.

Very truly yours,

Robert Miklos

APPENDIX E

CLOSING CERTIFICATE OF DEVELOPER

CADG Celina Outer Loop, LLC, a Texas limited liability company (“Developer”), DOES HEREBY CERTIFY the following as of the date hereof. All capitalized terms not otherwise defined herein shall have the meaning given to such term in the Limited Offering Memorandum.

1. Developer is a limited liability company organized, validly existing and in good standing under the laws of the State of Texas.

2. Representatives of Developer have provided information to the City of Celina, Texas (the “City”) and FMSbonds, Inc. (the “Underwriter”) to be used in connection with the offering by the City of its \$6,470,000 aggregate principal amount of Special Assessment Revenue Bonds, Series 2018 (The Columns Public Improvement District Project) (the “Bonds”), pursuant to the City’s Preliminary Limited Offering Memorandum, dated March 29, 2018, and Limited Offering Memorandum dated April 10, 2018 (together, the “Limited Offering Memorandum”).

3. The Developer has delivered to the Underwriter and the City true, correct, complete and fully executed copies of the Developer’s organizational documents, and such documents have not been amended or supplemented and are in full force and effect as of the date hereof.

4. The Developer has delivered to the Underwriter and the City a (i) Certificate of Status from the Texas Secretary of State and (ii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Developer.

5. Developer has executed and delivered each of the below listed documents (individually, a “Developer Document” and collectively, the “Developer Documents”) in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of Developer, enforceable against Developer in accordance with its terms:

(a) that certain Developer Letter of Representation dated March 29, 2018;

(b) that certain Development Agreement, The Columns Public Improvement District Agreement and Tax Increment Reinvestment ☐ one Agreement relating to the District, effective October 13, 2017, executed and delivered by the City and the Developer;

(c) that certain The Columns Public Improvement District Construction, Funding and Acquisition Agreement, effective April 10, 2018, and executed and delivered by the City and the Developer;

(d) that certain Landowner Agreement dated as of April 10, 2018, executed and delivered by the City and the Developer; and

(e) the “The Columns Public Improvement District Reimbursement Agreement”, effective , and executed and delivered by the Developer and the City; and

(f) that certain Continuing Disclosure Agreement of the Developer, dated as of April 1, 2018 made by and among the Developer and MuniCap, Inc., as dissemination agent and as Administrator.

6. The Developer has complied in all material respects with all of the Developer’s agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

7. The execution and delivery of the Developer Documents by Developer does not violate any judgment, order, writ, injunction or decree binding on Developer or any indenture, agreement, or other instrument to which Developer is a party. To the Developer’s knowledge, after due inquiry, there are no proceedings pending or threatened in writing before any court or administrative agency against Developer that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the Development in accordance with the description thereof in the Limited Offering Memorandum.

8. Developer has reviewed and approved the information contained in the Limited Offering Memorandum under the captions “PLAN OF FINANCE □ Development Plan and Plan of Finance,” “THE AUTHORIZED IMPROVEMENTS,” “THE DEVELOPMENT,” “THE DEVELOPER,” “BONDHOLDERS’ RISKS” (only as it pertains to the Developer, the Authorized Improvements, and the Development), “LEGAL MATTERS □ Litigation □ The Developer,” and “CONTINUING DISCLOSURE □ The Developer”, and certifies that the same does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading respecting such Developer or the Development, provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Limited Offering Memorandum.

9. Developer is in compliance in all material respects with all provisions of applicable law in all material respects relating to Developer in connection with the Development. Except as otherwise described in the Limited Offering Memorandum: (a) there is no default of any zoning condition, land use permit or development agreement binding upon Developer or any portion of the Development that would materially and adversely affect Developer’s ability to complete or cause to be completed the development of such portion of the Development as described in the Limited Offering Memorandum; and (b) we have no reason to believe that any additional permits, consents and licenses required to complete the Development as and in the manner described in the Limited Offering Memorandum will not be reasonably obtainable in due course.

10. Developer is not insolvent and has not made an assignment for the benefit of creditors, filed or consented to a petition in bankruptcy, petitioned or applied (or consented to any third party petition or application) to any tribunal for the appointment of a custodian,

receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction.

11. The levy of the Assessments (as defined in the Limited Offering Memorandum) on property in the District owned by Developer will not conflict with or constitute a breach of or default under any agreement, indenture or other instrument to which Developer is a party or to which Developer or any of its property or assets is subject.

12. Developer is not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets is subject, which default would have a material and adverse effect on the Bonds or the development of the Development.

13. Developer has no knowledge of any physical condition of the Development owned or to be developed by Developer that currently requires, or currently is reasonably expected to require in the process of development investigation or remediation under any applicable federal, state or local governmental laws or regulations relating to the environment in any material and adverse respect.

Dated: _____, 2018

DEVELOPER:

CADG Celina Outer Loop, LLC,
a Texas limited liability company

By: CADG Holdings, LLC,
a Texas limited liability company
Its Sole Member

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayed
Its: Manager

APPENDIX F

LETTERHEAD OF APPRAISER

April 26, 2018

City of Celina, Texas
142 N. Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
100 Crescent Court, Suite 700
Dallas, Texas 75201

Norton Rose Fulbright US LLP
2200 Ross Avenue
Suite 3600
Dallas, TX 75201-7932

U.S. Bank National Association
Attention: Bond Operations
111 Fillmore Avenue East
St. Paul, Minnesota 55107-1402

Re: City of Celina, Texas, Special Assessment Revenue Bonds, Series 2018 (The Columns Public Improvement District Project) (the “Bonds”)

Ladies and Gentlemen:

The undersigned, _____, appraiser of (i) the undeveloped property contained in The Columns Public Improvement District (the “District”), does hereby represent the following:

1. On behalf of Integra Realty Resources DFW, I have supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated March 29, 2018, and the Limited Offering Memorandum for the Bonds, dated on or about April 10, 2018 (together, the “Limited Offering Memorandum”), relating to the issuance of the Bonds by the City of Celina, Texas, as described above. The information I have provided is the real estate appraisal of the property in the District, located in APPENDIX E to the Limited Offering Memorandum, and the description thereof, set forth under the caption “APPRAISAL OF PROPERTY WITHIN THE DISTRICT — The Appraisal”.

2. To the best of my professional knowledge and belief, as of the date of my appraisal report, the portion of the Limited Offering Memorandum described above does not contain an untrue statement of a material fact as to the information and data set forth therein, and does not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

3. I agree to the inclusion of the Appraisal in the Limited Offering Memorandum and the use of the name of my firm in the Limited Offering Memorandum for the Bonds.

4. I agree that, to the best of my ability, I will inform you immediately should I learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about April 26, 2018) which would render any such information in the Limited Offering Memorandum untrue,

incomplete, or incorrect, in any material fact or render any statement in the appraisal materially misleading.

5. The undersigned hereby represents that he has been duly authorized to execute this letter of representations.

Sincerely yours,

By: _____
 Its: _____

APPENDIX G

LETTERHEAD OF ASSESSMENT CONSULTANT AND ADMINISTRATOR

April 26, 2018

City of Celina, Texas
142 N. Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
100 Crescent Court, Suite 700
Dallas, Texas 75201

Norton Rose Fulbright US LLP
2200 Ross Avenue
Suite 3600
Dallas, TX 75201-7932

U.S. Bank National Association
Attention: Bond Operations
111 Fillmore Avenue East
St. Paul, Minnesota 55107-1402

Re: City of Celina, Texas, Special Assessment Revenue Bonds, Series 2018 (The Columns Public Improvement District Project) (the “Bonds”)

Ladies and Gentlemen:

The undersigned, _____, of MuniCap, Inc., consultant in connection with the creation by the City of Celina, Texas (the “City”), of The Columns Public Improvement District (the “District”), does hereby represent the following:

1. On behalf of MuniCap, Inc., I have supplied certain information contained in the Preliminary Limited Offering Memorandum, dated March 29, 2018 (the “Preliminary Limited Offering Memorandum”), and the final Limited Offering Memorandum, dated on or about April 10, 2018 (the “Limited Offering Memorandum”), both in connection with the Bonds, relating to the issuance of the Bonds by the City, as described above. The information I provided for the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum is located (a) under the caption “ASSESSMENT PROCEDURES Assessment Methodology” and “— Assessment Amounts,” (b) under the caption “THE ASSESSMENT CONSULTANT AND ADMINISTRATOR Assessment Consultant” and (c) in the Service and Assessment Plan (the “SAP”) for the City located in APPENDIX B to the Limited Offering Memorandum.

2. To the best of my professional knowledge and belief, the portions of the Limited Offering Memorandum described above do not contain an untrue statement of a material fact as to the information and data set forth therein, and do not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

3. I agree to the inclusion of the SAP in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and to the use of the name of my firm in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum for the Bonds.

4. I agree that, to the best of my ability, I will inform you immediately should I learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about April 26, 2018) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in any material fact or render any such information materially misleading.

5. The undersigned hereby represents that he has been duly authorized to execute this letter of representation.

Sincerely yours,

MUNICAP, INC.

By: _____
Its: _____

EXHIBIT C
CONTINUING DISCLOSURE AGREEMENT

Attachment: Celina - The Columns PID 2018 - Bond Ordinance (3-28) ATTACHMENTS ADDED (The Columns Bond Ordinance)

**CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018
(THE COLUMNS PUBLIC IMPROVEMENT DISTRICT PROJECT)**

CONTINUING DISCLOSURE AGREEMENT OF THE DEVELOPER

This Continuing Disclosure Agreement of the Developer dated as of April 1, 2018 (this “Disclosure Agreement”) is executed and delivered by and between CADG Celina Outer Loop, LLC, a Texas limited liability company (the “Developer”), MuniCap Inc. (in such capacity, the “Administrator”) and MuniCap Inc. (in such capacity, the “Dissemination Agent”) with respect to the “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2018 (The Columns Public Improvement District Project)” (the “Bonds”). The Developer, the Administrator and the Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Developer, the Administrator and the Dissemination Agent for the benefit of the Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

SECTION 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust dated as of April 1, 2018, relating to the Bonds (the “Indenture”), which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Administrator” shall mean the employee or designee of the Issuer, identified in any indenture of trust relating to the Bonds, the District’s Service and Assessment Plan, or any other agreement or document approved by the Issuer related to the duties and responsibilities of the administration of the District. The Issuer has selected MuniCap Inc. as the initial Administrator.

“Affiliate” shall mean an entity that owns property within the District and is controlled by, controls, or is under common control with the Developer or any Subsequent Third Party Owner.

“Annual Collection Costs” shall have the meaning assigned to such term in the Indenture.

“Annual Installment(s)” shall have the meaning assigned to such term in the Indenture.

“Authorized Improvements” shall have the meaning assigned to such term in the Service and Assessment Plan.

“Business Day” shall mean any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the Issuer or the Trustee.

“Construction, Funding and Acquisition Agreement” has the meaning given to it in the Indenture.

“Developer” shall mean CADG Celina Outer Loop, LLC, a Texas limited liability company, including any Affiliate of the Developer, its successors and assigns.

“Development Agreement” has the meaning given to it in the Indenture.

“Disclosure Agreement of Issuer” shall mean the Continuing Disclosure Agreement of the Issuer dated as of April 1, 2018 executed and delivered by the Issuer and FSC Continuing Disclosure Services, a Division of Hilltop Securities Inc., as dissemination agent thereunder.

“Dissemination Agent” shall mean MuniCap Inc., or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Trustee a written acceptance of such designation.

“District” shall mean The Columns Public Improvement District.

“EMMA” shall mean the Electronic Municipal Market Access System available on the internet at <http://emma.msrb.org>.

“Fiscal Year” shall mean the calendar year from October 1 through September 30.

“Issuer” shall mean the City of Celina, Texas.

“Listed Events” shall mean any of the events listed in Section 4(a) of this Disclosure Agreement.

“MSRB” shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive reports pursuant to the Rule.

“Owner” shall mean the registered owner of any Bonds.

“Participating Underwriter” shall mean FMSbonds, Inc. and its successors and assigns.

“Quarterly Improvement Implementation Report” shall mean any Quarterly Improvement Implementation Report prepared by the Administrator pursuant to, and as described in, Section 3 of this Disclosure Agreement.

“Rule” shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” shall mean the United States Securities and Exchange Commission.

“Service and Assessment Plan” shall have the meaning assigned to such term in the Indenture.

“Subsequent Third Party Owner” shall have the meaning assigned to such term in Section 3(f) of this Disclosure Agreement.

“Trustee” shall mean U.S. Bank National Association, or any successor trustee pursuant to the Indenture.

SECTION 3. Quarterly Improvement Implementation Reports.

(a) The Developer shall provide, or cause to be provided, to the Administrator, at the Developer’s cost and expense, at least five (5) Business Days prior to each March 30, June 30, September 30 and December 30 (beginning June 30, 2018), any information in its knowledge or possession or that will enable the Administrator to complete each Quarterly Improvement Implementation Report containing the information described in this Section 3. The Developer shall provide, or cause to be provided, such information required for the preparation of each Quarterly Improvement Implementation Report during the period from the delivery of the Bonds until such time as the Developer is no longer liable for the payment of Annual Installments of Assessments equal to at least 20% of the total Annual Installments of Assessments for any year.

(b) The Administrator shall provide to the Issuer and the Dissemination Agent, on or before each March 30, June 30, September 30 and December 30 (beginning June 30, 2018), each Quarterly Improvement Implementation Report containing the information described in this Section 3. The Issuer shall review the information and authorize the Dissemination Agent to provide such information to the MSRB and the Participating Underwriter within fifteen (15) Business Days of the Dissemination Agent’s receipt thereof pursuant to this subsection 3(b).

(c) Such Quarterly Improvement Implementation Report shall include:

(i) Statement from the Developer as to the status of acquisition loans, development loans and any permanent financing with respect to any development undertaken by the Developer in the District not financed with Bond proceeds, including loan balance, existence of deeds of trust or other similar encumbrances against the property within the District, existence of any default and remaining term;

(ii) Statement as to available funds to complete development in the District under construction as contemplated (both Bond financed and non-Bond financed development undertaken by the Developer);

(iii) Status of parcel and/or lot sales from the Developer to any other party by type and average pricing, as well as anticipated future absorption rates;

(iv) A statement as to material changes, if any, in the form, organization or controlling ownership of the Developer;

(v) The status of any governmental approvals (other than customary home building permits required after delivery of a finished lot) required for completion of the Authorized Improvements within the District;

(vi) Any information regarding the Authorized Improvements or other information as may be reasonably requested by the Issuer relating to the ability of the Developer to fulfill its obligations under the Development Agreement and the Construction, Funding and Acquisition Agreement;

(vii) Written notification of any zoning or land use entitlement changes or any other matter that would have a material adverse impact on land values within the District, development potential of lands within the District or the likelihood of the timely payment of the Assessments levied on land or parcels owned by the Developer; and

(viii) Any changes to the land use designation for the property in the District that might negatively impact its development for those purposes identified in the final Service and Assessment Plan, as the same may be amended and supplemented from time to time.

(d) Additionally, the Developer shall provide or cause to be provided the following information to the Administrator for inclusion in each Quarterly Improvement Implementation Report:

(i) The number, dollar amount, and property type (e.g., developed lots, undeveloped pads, parcels, raw land) under contract with wholesale purchasers and the name of each such purchaser;

(ii) A listing of any Subsequent Third Party Owners (defined below) liable for least twenty percent (20%) of the Assessments, the amount of the levy of Assessments against such Subsequent Third Party Owner, and the percentage of such Assessments relative to the entire levy of Assessments; and

(iii) For each residential home builder, on a per quarter and running total basis, (A) the number of residential units for which construction has begun, (B) the number of residential units for which construction has been completed, (C) the number of residential units which have been sold to end users and the average sales price therefor and (D) the estimated date of completion for all residential units expected to be constructed in the District.

(e) With respect to the Authorized Improvements, the Developer will establish an accounting and budgeting system and shall provide or cause to be provided the following information to the Administrator for inclusion in each Quarterly Improvement Implementation Report:

(i) Total expected costs for design and engineering to be completed after delivery of the Bonds;

(ii) Total expected construction budget;

(iii) Construction budget allocated to each progress milestone;

(iv) Forecast construction milestones by date;

(v) Forecast completion date; and

(vi) Forecast Issuer acceptance date.

The Developer shall prepare, within ninety (90) days of the issuance of the Bonds, a schedule reflecting the points listed above for each of the Authorized Improvements within the District to be funded by the Bond proceeds. Quarterly progress reports, reflecting the points listed above, will be summarized by the Developer to reflect the progress and conformance with the overall project budget. These quarterly summaries will be filed with the Administrator for assembly into the Quarterly Improvement Implementation Report and delivered to the Issuer and the Dissemination Agent. Budget overruns in excess of \$250,000 per quarter or delays of greater than sixty (60) days will be highlighted and explained and the Developer shall include a plan to remedy the situation. The Developer's filings under this Section 3(e) will terminate after the Issuer accepts the final segment of the Authorized Improvements and Developer provides a final summary report covering the period from the date of its last preceding quarterly progress report to the date of Issuer acceptance of the final segment of the Authorized Improvements.

(f) If the Developer sells, assigns or otherwise transfers ownership of real property in the District to a third party, which results in such third party, including any Affiliate of such third party, owning property liable for at least twenty percent (20%) of the total Annual Installments of the Assessments first coming due after such transfer of ownership (a "Subsequent Third Party Owner"), the Developer shall require such Subsequent Third Party Owner to comply with the Developer's disclosure obligations hereunder with respect to such acquired real property for so long as such Subsequent Third Party Owner is the owner of property liable for at least twenty percent (20%) of the total of Annual Installments of the Assessments next coming due; provided however, a Subsequent Third Party Owner shall not be required to provide the disclosure information required by Section 3(e) above unless the Subsequent Third Party Owner has assumed the obligation to construct one or more of the Projects, through an assignment of the obligations, requirements or covenants under the Development Agreement or through any contractual arrangement resulting in the same, in which case the Subsequent Third Party Owner shall include the disclosure information required by Section 3(e) above for the Projects it is constructing. The Developer shall deliver to the Dissemination Agent and the Issuer a written acknowledgement from each Subsequent Third Party Owner, acknowledging and assuming its obligations under this Disclosure Agreement. Upon any such transfer to a Subsequent Third Party Owner, and such Subsequent Third Party Owner's assumption of Developer's obligations under this Disclosure Agreement as to the property transferred, Developer shall have no further obligation or liability for disclosures or other responsibilities under this Disclosure Agreement as to the property transferred.

SECTION 4. Event Reporting Obligations of Developer.

(a) Pursuant to the provisions of this Section 4, each of the following is a Listed Event with respect to the Bonds:

- (i) Failure to pay any real property taxes or Assessments levied within the District on a parcel owned by the Developer;
- (ii) Material damage to or destruction of any development or improvements, including the Authorized Improvements within the District;
- (iii) Material default by the Developer on any loan with respect to the development or permanent financing of the Authorized Improvements or development of the District undertaken by the Developer;

(iv) Material default by the Developer on any loan secured by property within the District owned by the Developer;

(v) The bankruptcy filing of the Developer or any determination that the Developer is unable to pay its debts as they become due;

(vi) The consummation of a merger, consolidation, or acquisition of the Developer, or the sale of all or substantially all of the assets of the Developer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(vii) The filing of any lawsuit with claim for damage, in excess of \$1,000,000 against the Developer which may adversely affect the completion of the development or litigation which would materially adversely affect the financial condition of the Developer; and

(viii) Any change in the legal structure, chief executive officer or controlling ownership of the Developer.

Whenever the Developer obtains knowledge of the occurrence of a Listed Event, the Developer shall promptly notify the Issuer and the Dissemination Agent in writing and the Developer shall direct the Dissemination Agent, subject to the Issuer's written approval, to immediately file a notice of such occurrence with the MSRB and the Participating Underwriter. Any such notice is required to be filed within ten (10) Business Days of the occurrence of such Listed Event.

Any notice under the preceding paragraph shall be accompanied with the text of the disclosure that the Developer desires to make, the written authorization of the Developer for the Dissemination Agent to disseminate such information as provided herein, and the date the Developer desires for the Dissemination Agent to disseminate the information (which date shall not be more than ten (10) Business Days after Developer becomes aware of the occurrence of the Listed Event).

(b) The Dissemination Agent shall, within one (1) Business Day of obtaining actual knowledge of the occurrence of any Listed Event with respect to the Bonds, notify the Issuer and the Developer of such Listed Event. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Developer and not that of the Trustee or the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the Developer as an accommodation to assist it in monitoring the occurrence of such event, but is under no obligation to investigate whether any such event has occurred. As used above, "actual knowledge" means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Participating Underwriter, the Issuer, the Developer or any Owner or beneficial owner of any interests in the Bonds as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(c) If the Dissemination Agent has been instructed by the Developer to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with the MSRB within one (1) Business Day of its receipt of such written instructions from the Developer.

SECTION 5. Termination of Reporting Obligations.

(a) The reporting obligations of the Developer or a Subsequent Third Party Owner, if any, under this Disclosure Agreement shall terminate (i) upon the legal defeasance, prior redemption or payment in full of all of the Bonds or (ii) when the Developer or a Subsequent Third Party Owner, if any, is no longer liable for the payment of Annual Installments of Assessments equal to at least 20% of the total Annual Installment of Assessments for any year.

(b) At such time that the Developer or a Subsequent Third Party Owner, if any, is no longer liable for the payment of Annual Installments of Assessments equal to at least 20% of the total Annual Installments of Assessments for any year, the Administrator shall provide written notice to the Developer, any Subsequent Third Party Owner, if applicable, the Issuer and the Dissemination Agent that such party is no longer liable for the payment of Annual Installments of Assessments equal to at least 20% of the total Annual Installments of Assessments for any year, thereby, terminating such party's reporting obligations under this Disclosure Agreement (the "Termination Notice"). If such Termination Notice with respect to the Developer or a Subsequent Third Party Owner occurs prior to the legal defeasance, prior redemption or payment in full of all of the Bonds, the Administrator shall immediately provide, or cause to be provided, the Termination Notice to the Dissemination Agent, and the Dissemination Agent shall provide such Termination Notice to the MSRB and the Participating Underwriter within ten (10) Business Days of its receipt thereof.

(c) The reporting obligations of the Administrator and the Dissemination Agent under this Disclosure Agreement shall terminate (i) upon the legal defeasance, prior redemption or payment in full of all of the Bonds or (ii) when the Developer and any Subsequent Third Party Owner, if any, are no longer liable for the payment of Annual Installments of Assessments equal to at least 20% of the total Annual Installment of Assessments for any year and any Termination Notice required by subsection (b) of this Section 5 has been provided to the MSRB and Participating Underwriter.

SECTION 6. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out the Developer's obligations under this Disclosure Agreement, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be MuniCap Inc.

SECTION 7. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Developer, the Administrator and the Dissemination Agent may jointly amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested by the Developer or Administrator), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3 or 4, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Developer, or the type of business conducted; and

(b) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the Bonds. No amendment which adversely affects the Dissemination

Agent or the Issuer may be made without the respective party's prior written consent (which consent will not be unreasonably withheld or delayed).

(c) In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Administrator shall describe such amendment in the next related Quarterly Improvement Implementation Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Developer. The Developer shall provide, or cause to be provided, at its cost and expense, an executed copy of any amendment or waiver entered into under this Section 7 to the Issuer and the Participating Underwriter.

SECTION 8. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Developer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in addition to that which is required by this Disclosure Agreement. If the Developer chooses to include any information in any Quarterly Improvement Implementation Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Developer shall have no obligation under this Disclosure Agreement to update such information or include it in any future notice of occurrence of a Listed Event.

SECTION 9. Default. In the event of a failure of the Developer or Administrator to comply with any provision of this Disclosure Agreement, the Dissemination Agent may (and, at the request of any Participating Underwriter or the Owners of at least 25% aggregate principal amount of Outstanding Bonds, shall, upon being indemnified to its satisfaction as provided in the Indenture), or any Owner or beneficial owner of the Bonds may, take such actions as may be necessary and appropriate to cause the Developer and/or Administrator to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Developer or Administrator to comply with this Disclosure Agreement shall be an action to mandamus or specific performance. A default under this Disclosure Agreement by the Developer shall not be deemed a default under the Disclosure Agreement of Issuer by the Issuer, and a default under the Disclosure Agreement of the Issuer by the Issuer shall not be deemed a default under this Disclosure Agreement by the Developer or Administrator.

SECTION 10. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. To the extent permitted by law, the Developer agrees to hold harmless the Dissemination Agent, its officers, directors, employees and agents, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Developer under this Section shall survive resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the

Dissemination Agent is an “obligated person” under the Rule. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The fact that the Dissemination Agent may have a financial advisory relationship with the Issuer in connection with the transaction described in the Indenture shall not be construed to mean that the Dissemination Agent has actual knowledge of any event described in Section 4 above, except as may be provided by written notice to the Dissemination Agent pursuant to this Disclosure Agreement. The Dissemination Agent shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Dissemination Agent hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Dissemination Agent and believed to be genuine and to have been signed or presented by the proper party or parties.

(b) Except as otherwise provided herein, the Administrator shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Administrator shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. To the extent permitted by law, the Developer agrees to hold harmless the Administrator, its officers, directors, employees and agents, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys’ fees) of defending against any claim of liability, but excluding liabilities due to the Administrator’s negligence or willful misconduct. The obligations of the Developer under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an “obligated person” under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Administrator hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

(c) The Dissemination Agent or the Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Dissemination Agent and Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR OR THE DEVELOPER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE DEVELOPER, THE DISSEMINATION AGENT OR THE ADMINISTRATOR, RESPECTIVELY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. THE DISSEMINATION AGENT AND THE ADMINISTRATOR ARE UNDER NO OBLIGATION NOR ARE THEY REQUIRED TO BRING SUCH AN ACTION.

SECTION 11. No Personal Liability. No covenant, stipulation, obligation or agreement of the Developer, the Administrator or the Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future officer, agent or employee of the Developer, the Administrator or Dissemination Agent in other than that person's official capacity.

SECTION 12. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Developer, the Administrator, the Dissemination Agent, the Issuer, the Participating Underwriter, and the Owners and the beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive or otherwise limit the duties of the Issuer under federal and state securities laws.

SECTION 14. Dissemination Agent Compensation. The fees and expenses incurred by the Dissemination Agent for its services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Dissemination Agent has entered into a separate agreement with the Issuer, which agreement provides for the payment of the fees and expenses of the Dissemination Agent for its services rendered in accordance with this Disclosure Agreement.

SECTION 15. Administrator Compensation. The fees and expenses incurred by the Administrator for its services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Administrator has entered into a separate agreement with the Issuer, which agreement governs the administration of the District, including the payment of the fees and expenses of the Administrator for its services rendered in accordance with this Disclosure Agreement.

SECTION 16. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

SECTION 17. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

MUNICAP, INC.
(as Dissemination Agent)

By: _____
Authorized Officer

Attachment: Celina - The Columns PID 2018 - Bond Ordinance (3-28) ATTACHMENTS ADDED (The Columns Bond Ordinance)

DEVELOPER:

CADG Celina Outer Loop, LLC,
a Texas limited liability company

By: CADG Holdings, LLC,
a Texas limited liability company
Its Sole Managing Member

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayedi
Its: Manager

Attachment: Celina - The Columns PID 2018 - Bond Ordinance (3-28) ATTACHMENTS ADDED (The Columns Bond Ordinance)

MUNICAP INC.
(as Administrator)

By: _____
Name: _____
Title: _____

Attachment: Celina - The Columns PID 2018 - Bond Ordinance (3-28) ATTACHMENTS ADDED (The Columns Bond Ordinance)

**CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018
(THE COLUMNS PUBLIC IMPROVEMENT DISTRICT
PROJECT)**

CONTINUING DISCLOSURE AGREEMENT OF THE ISSUER

This Continuing Disclosure Agreement of the Issuer dated as of April 1, 2018 (this “Disclosure Agreement”) is executed and delivered by and between the City of Celina, Texas (the “Issuer”) and HTS Continuing Disclosure Services, a Division of Hilltop Securities Inc. (the “Dissemination Agent”) with respect to the Issuer’s “Special Assessment Revenue Bonds, Series 2018 (The Columns Public Improvement District Project)” (the “Bonds”). The Issuer and the Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer and the Dissemination Agent for the benefit of the Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Agreement shall be filed with the MSRB through EMMA (defined below).

SECTION 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust dated as of April 1, 2018, relating to the Bonds (the “Indenture”), which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Administrator” shall mean the employee or designee of the Issuer, identified in any indenture of trust relating to the Bonds, the District’s Service and Assessment Plan, or any other agreement or document approved by the Issuer related to the duties and responsibilities of the administration of the District.

“Annual Collection Costs” shall have the meaning assigned to such term in the Indenture.

“Annual Financial Information” shall mean annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

“Annual Installment” shall have the meaning assigned to such term in the Indenture.

“Annual Issuer Report” shall mean any Annual Issuer Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“Business Day” shall mean any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the Issuer or the Trustee.

“Developer” shall mean CADG Celina Outer Loop, LLC, a Texas limited liability company, and its successors and assigns.

“Disclosure Agreement of the Developer” shall mean the Continuing Disclosure Agreement of the Developer dated as of April 1, 2018 executed and delivered by the Developer, the Administrator and MuniCap, Inc., as Dissemination Agent.

“Disclosure Representative” shall mean the Finance Director of the Issuer or his or her designee, or such other officer or employee as the Issuer, may designate in writing to the Dissemination Agent from time to time.

“Dissemination Agent” shall mean HTS Continuing Disclosure Services, a Division of Hilltop Securities Inc., or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Trustee a written acceptance of such designation.

“District” shall mean The Columns Public Improvement District.

“EMMA” shall mean the Electronic Municipal Market Access System available on the internet at <http://emma.msrb.org>.

“Fiscal Year” shall mean the calendar year from October 1 through September 30.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

“MSRB” shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive reports pursuant to the Rule.

“Outstanding” shall have the meaning given to it in the Indenture.

“Owner” shall mean the registered owner of any Bonds.

“Rule” shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” shall mean the United States Securities and Exchange Commission.

“Service and Assessment Plan” shall have the meaning assigned to such term in the Indenture.

“Trustee” shall mean U.S. Bank National Association or any successor trustee pursuant to the Indenture.

SECTION 3. Provision of Annual Issuer Reports.

(a) The Issuer shall cause and hereby directs the Dissemination Agent to provide or cause to be provided to the MSRB, in the electronic or other form required by the MSRB, commencing with the Fiscal Year ended September 30, 2018, an Annual Issuer Report provided to the Dissemination Agent which is consistent with the requirements of and within the time periods specified in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Issuer, if prepared and when available, may be submitted separately from the Annual Issuer Report, and later than the

date required in this paragraph for the filing of the Annual Issuer Report if audited financial statements are not available by that date; provided further, however, that the Annual Financial Information must be submitted not later than twelve months after the end of the Issuer's Fiscal Year, commencing with the Fiscal Year ended September 30, 2018. In each case, the Annual Issuer Report may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4 of this Disclosure Agreement. If the Issuer's Fiscal Year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(a). All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

- (b) The Issuer shall or shall cause the Dissemination Agent to:
 - (i) determine the filing address or other filing location of the MSRB each year prior to filing the Annual Issuer Report on the date required in subsection (a);
 - (ii) file the Annual Issuer Report (excluding the audited financial statements of the Issuer, if any, which shall be filed by the Issuer or the Dissemination Agent upon receipt from the Issuer) containing or incorporating by reference the information set forth in Section 4 hereof; and
 - (iii) if the Issuer has provided the Dissemination Agent with the completed Annual Issuer Report and the Dissemination Agent has filed such Annual Issuer Report with the MSRB, then the Dissemination Agent shall file a report with the Issuer certifying that the Annual Issuer Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB.

SECTION 4. Content and Timing of Annual Issuer Reports. The Annual Issuer Report for the Bonds shall contain or incorporate by reference, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent, the following:

- (a) Within six months after the end of each Fiscal Year (any or all of which may be unaudited),
 - (i) Tables setting forth the following information, as of the end of such Fiscal Year:
 - (A) For the Bonds, the maturity date or dates, the interest rate or rates, the original aggregate principal amount and principal amount remaining Outstanding; and
 - (B) The amounts in the funds and accounts under the Indenture securing the Bonds and a description of the related investments.
 - (ii) Updates to the information in the Service and Assessment Plan as most recently amended or supplemented (a "SAP Update"), including any changes to the methodology for levying the Assessments in the District.

(iii) If the total amount of delinquencies greater than 150 days equals or exceeds ten percent (10%) of the amount of Assessments due in any fiscal year, a list of delinquent property owners.

(iv) The total amount of (A) Annual Installments invoiced, (B) Annual Installments collected (as reported by the County Tax Assessor Collector or the Administrator), (C) delinquent Annual Installments, (D) Foreclosure Proceeds collected, and (E) prepaid Assessments collected in such Fiscal Year.

(v) The principal and interest paid on the Bonds during such Fiscal Year and the minimum scheduled principal and interest required to be paid on the Bonds in the next Fiscal Year.

(vi) A description of any amendment to this Disclosure Agreement and a copy of any restatements to the Issuer's audited financial statements during such Fiscal Year.

(b) If not provided with the financial information provided under subsection 4(a) above, if prepared and when available, the audited financial statements of the Issuer for the most recently ended Fiscal Year, prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer.

See Exhibit B hereto for a form for submitting the information set forth Section 4(a) above. The Issuer has designated MuniCap, Inc. as the initial Administrator. The Administrator, and if no Administrator is designated, Issuer's staff, shall prepare the Annual Financial Information.

Any or all of the items listed above may be included by specific reference to other documents, including disclosure documents of debt issues of the Issuer, which have been submitted to and are publicly accessible from the MSRB. If the document included by reference is a final offering document, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, each of the following is a Listed Event with respect to the Bonds:

1. Principal and interest payment delinquencies.
2. Non-payment related defaults, if material.
3. Unscheduled draws on debt service reserves reflecting financial difficulties.
4. Unscheduled draws on credit enhancements reflecting financial difficulties.
5. Substitution of credit or liquidity providers, or their failure to perform.
6. Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices

or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.

7. Modifications to rights of Owners, if material.
8. Bond calls, if material.
9. Defeasances.
10. Release, substitution, or sale of property securing repayment of the Bonds, if material.
11. Rating changes.
12. Bankruptcy, insolvency, receivership or similar event of the Issuer.
13. The consummation of a merger, consolidation, or acquisition of the Issuer, or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
14. Appointment of a successor or additional trustee under the Indenture or the change of name of a trustee, if material.

For these purposes, any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

Whenever the Issuer obtains knowledge of the occurrence of a Listed Event, the Issuer shall promptly notify the Dissemination Agent in writing and the Issuer shall direct the Dissemination Agent to file a notice of such occurrence with the MSRB. The Dissemination Agent shall file such notice no later than the Business Day immediately following the day on which it receives written notice of such occurrence from the Issuer. Any such notice is required to be filed within ten (10) Business Days of the occurrence of such Listed Event.

Additionally, the Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide annual audited financial statements or Annual Financial Information as required under this Disclosure Agreement. See Exhibit A hereto for a form for submitting “Notice To MSRB of Failure To File.”

Any notice under the preceding paragraphs shall be accompanied with the text of the disclosure that the Issuer desires to make, the written authorization of the Issuer for the Dissemination Agent to

disseminate such information as provided herein, and the date the Issuer desires for the Dissemination Agent to disseminate the information (which date shall not be more than ten (10) Business Days after the occurrence of the Listed Event or failure to file).

In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures. In addition, the Issuer shall have the sole responsibility to ensure that any notice required to be filed under this Section 5 is filed within ten (10) Business Days of the occurrence of the Listed Event.

(b) The Dissemination Agent shall, within three (3) Business Days of obtaining actual knowledge of the occurrence of any Listed Event with respect to the Bonds, notify the Disclosure Representative in writing of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the Disclosure Representative to do so. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Issuer and not that of the Trustee or the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the Issuer as an accommodation to assist it in monitoring the occurrence of such event, but is under no obligation to investigate whether any such event has occurred. As used above, “actual knowledge” means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Issuer or any Owner or beneficial owner of any interests in the Bonds as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(c) If in response to a notice from the Dissemination Agent under subsection (b), the Issuer determines that the Listed Event under number 2, 7, 8, 10, 13, or 14 of subparagraph (a) above is not material under applicable federal securities laws, the Issuer shall promptly notify the Dissemination Agent and the Trustee (if the Dissemination Agent is not the Trustee) in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (d).

(d) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall immediately file a notice of such occurrence with the MSRB.

SECTION 6. Termination of Reporting Obligations. The obligations of the Issuer and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required. So long as any of the Bonds remain Outstanding, the Dissemination Agent may assume that the Issuer is an obligated person with respect to the Bonds until it receives written notice from the Disclosure Representative stating that the Issuer is no longer an obligated person with respect to the Bonds, and the Dissemination Agent may conclusively rely upon such written notice with no duty to make investigation or inquiry into any statements contained or matters referred to in such written notice. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event with respect to the Bonds under Section 5(a).

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be HTS Continuing Disclosure Services, a Division of Hilltop Securities Inc.

SECTION 8. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Issuer and the Dissemination Agent may amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested by the Issuer), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the delivery of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment in the next related Annual Issuer Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(a), and (ii) the Annual Issuer Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. No amendment which adversely affects the Dissemination Agent may be made without its prior written consent (which consent will not be unreasonably withheld or delayed).

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Issuer Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Issuer Report or notice of occurrence of a Listed Event in addition to that

which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Issuer Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Agreement, the Dissemination Agent may (and, at the request of the Owners of at least 25% aggregate principal amount of Outstanding Bonds, shall, upon being indemnified to its satisfaction as provided in the Indenture), or any Owner or beneficial owner of the Bonds may take such actions as may be necessary and appropriate to cause the Issuer, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer to comply with this Disclosure Agreement shall be an action for mandamus or specific performance. A default under this Disclosure Agreement by the Issuer shall not be deemed a default under the Disclosure Agreement of Developer by the Developer, and a default under the Disclosure Agreement of the Developer by the Developer shall not be deemed a default under this Disclosure Agreement by the Issuer.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. To the extent permitted by law, the Issuer agrees to hold harmless the Dissemination Agent, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Assessments collected from the property owners in the District, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Dissemination Agent for losses, expenses or liabilities arising from information provided to the Dissemination Agent by the Developer or the failure of the Developer to provide information to the Dissemination Agent as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The fact that the Dissemination Agent may have a banking or other business relationship with the Issuer or any person with whom the Issuer contracts in connection with the transaction described in the Indenture, apart from the relationship created by the Indenture or this Disclosure Agreement, shall not be construed to mean that the Dissemination Agent has actual knowledge of any event described in Section 5 above, except as may be provided by written notice to the Dissemination Agent pursuant to this Disclosure Agreement.

The Dissemination Agent may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Dissemination Agent shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT OR THE

ISSUER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER OR THE DISSEMINATION AGENT, RESPECTIVELY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. THE DISSEMINATION AGENT IS UNDER NO OBLIGATION NOR IS IT REQUIRED TO BRING SUCH AN ACTION.

SECTION 12. Assessment Timeline. The basic expected timeline for the collection of Assessments and the anticipated procedures for pursuing the collection of delinquent Assessments is set forth in Exhibit C which is intended to illustrate the general procedures expected to be followed in enforcing the payment of delinquent Assessments.

SECTION 13. No Personal Liability. No covenant, stipulation, obligation or agreement of the Issuer or Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future council members, officer, agent or employee of the Issuer or Dissemination Agent in other than that person's official capacity.

SECTION 14. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 15. Sovereign Immunity. The Dissemination Agent agrees that nothing in this Disclosure Agreement shall constitute or be construed as a waiver of the Issuer's sovereign or governmental immunities regarding liability or suit.

SECTION 16. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Dissemination Agent and the Owners and the beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive or otherwise limit the duties of the Issuer under federal and state securities laws.

SECTION 17. Dissemination Agent Compensation. The fees and expenses incurred by the Dissemination Agent for its services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the annual

updates to the Service and Assessment Plan. The Issuer shall pay or reimburse the Dissemination Agent, but only with funds to be provided from Assessments collected from the property owners in the District, for its fees and expenses for the Dissemination Agent's services rendered in accordance with this Disclosure Agreement.

SECTION 18. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

SECTION 19. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[remainder of page left blank intentionally]

CITY OF CELINA, TEXAS

By: _____
Mayor Pro-Tem

Attachment: Celina - The Columns PID 2018 - Bond Ordinance (3-28) ATTACHMENTS ADDED (The Columns Bond Ordinance)

SIGNATURE PAGE OF CONTINUING DISCLOSURE AGREEMENT OF THE ISSUER

HTS CONTINUING DISCLOSURE SERVICES,
a Division of Hilltop Securities Inc.
(as Dissemination Agent)

By: _____
Authorized Officer

Attachment: Celina - The Columns PID 2018 - Bond Ordinance (3-28) ATTACHMENTS ADDED (The Columns Bond Ordinance)

SIGNATURE PAGE OF CONTINUING DISCLOSURE AGREEMENT OF THE ISSUER

EXHIBIT A**NOTICE TO MSRB OF FAILURE TO FILE
ANNUAL ISSUER REPORT**

Name of Issuer: City of Celina, Texas
 Name of Bond Issue: Special Assessment Revenue Bonds, Series 2018
 (The Columns Public Improvement District Project)
 Date of Delivery: _____, 2018

NOTICE IS HEREBY GIVEN that the City of Celina, Texas, has not provided [an Annual Issuer Report][annual audited financial statements] with respect to the above-named bonds as required by the Continuing Disclosure Agreement dated April 1, 2018, between the Issuer and HTS Continuing Disclosure Services, a Division of Hilltop Securities Inc., as Dissemination Agent. The Issuer anticipates that [the Annual Issuer Report][annual audited financial statements] will be filed by _____.

Dated: _____

HTS Continuing Disclosure Services, a Division of
 Hilltop Securities Inc.
 on behalf of the City of Celina, Texas
 (as Dissemination Agent)

By: _____

Title: _____

cc: City of Celina, Texas

Attachment: Celina - The Columns PID 2018 - Bond Ordinance (3-28) ATTACHMENTS ADDED (The Columns Bond Ordinance)

EXHIBIT B

**CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018
(THE COLUMNS PUBLIC IMPROVEMENT DISTRICT PROJECT)**

ANNUAL ISSUER REPORT*

Delivery Date: _____, 20__

DISSEMINATION AGENT

Name: _____
 Address: _____
 City: _____
 Telephone: _____
 Contact Person: _____

BONDS OUTSTANDING

CUSIP Number	Maturity Date	Interest Rate	Original Principal Amount	Outstanding Principal Amount	Outstanding Interest Amount

INVESTMENTS

Fund/ Account Name	Investment Description	Par Value	Book Value	Market Value

*Excluding Audited Financial Statements of the Issuer

Attachment: Celina - The Columns PID 2018 - Bond Ordinance (3-28) ATTACHMENTS ADDED (The Columns Bond Ordinance)

ASSETS AND LIABILITIES OF PLEDGED TRUST ESTATE

Bonds (Principal Balance)	_____
Funds and Accounts [list]	_____
TOTAL ASSETS	_____

LIABILITIES

Outstanding Bond Principal	_____
Outstanding Program Expenses (if any)	_____
TOTAL LIABILITIES	_____

EQUITY

Assets Less Liabilities	_____
Parity Ratio	_____

Form of Accounting ☐ Cash ☐ Accrual ☐ Modified Accrual

ITEMS REQUIRED BY SECTION 4(a)(ii) - (vi)

[Insert a line item for each applicable listing]

EXHIBIT C

**BASIC EXPECTED TIMELINE FOR SPECIAL ASSESSMENT COLLECTIONS
AND PURSUIT OF DELINQUENCIES***

<u>Date</u>	<u>Delinquency Clock (Days)</u>	<u>Activity</u>
January 31		Assessments are due.
February 1	1	Assessments delinquent if not received
February 15	15	Issuer forwards payment to Trustee for all collections received as of February 15, along with detailed breakdown. Subsequent payments and relevant details will follow monthly thereafter. Issuer and/or Administrator should be aware of actual and specific delinquencies Administrator should be aware if Reserve Fund needs to be utilized for debt service payments during the corresponding Fiscal Year. If there is to be a shortfall of any Annual Installments due to be paid that Fiscal Year, the Trustee and Dissemination Agent should be immediately notified. Administrator should determine if previously collected surplus funds, if any, plus actual Annual Installment collections will be fully adequate for debt service in the corresponding March and September. At this point, if total delinquencies are under 5% and if there is adequate funding for March and September payments, no further action is anticipated for collection of Assessments except that the Issuer or Administrator, working with the City Attorney or an appropriate designee, will begin process to cure deficiency. For properties delinquent by more than one year or if the delinquency exceeds \$10,000 the matter will be referred for commencement of foreclosure. If there are over 5% delinquencies or if there is insufficient funding in the Pledged Revenue Fund for transfer to the Principal and Interest Account of such amounts as shall be required

* Illustrates anticipated dates and procedures for pursuing the collection of delinquent Assessments, which dates and procedures are subject to adjustment.

March 1	28/29	for the full March and September payments, the collection-foreclosure procedure will proceed against all delinquent properties. Trustee pays bond interest payments to bondholders. Issuer, or the Trustee on behalf of the Issuer, to notify Dissemination Agent of the occurrence of draw on the Reserve Fund and, following receipt of such notice, Dissemination Agent to notify MSRB of such draw or the Reserve Fund.
July 1	150/151	Issuer, or the Administrator on behalf of the Issuer, determines whether or not any Annual Installments are delinquent and, if such delinquencies exist, the Issuer commences as soon as practicable appropriate and legally permissible actions to obtain such delinquent Annual Installments. Issuer and/or Administrator to notify Dissemination Agent for disclosure to MSRB of all delinquencies. Preliminary Foreclosure activity commences, and Issuer to notify Dissemination Agent of the commencement of preliminary foreclosure activity. If Dissemination Agent has not received Foreclosure Schedule and Plan of Collections, Dissemination Agent to request same from the Issuer. If the Issuer has not provided the Dissemination Agent with Foreclosure Schedule and Plan of Collections, and if instructed by the bondholders under Section 11.2 of the Indenture, Dissemination Agent requests that the Issuer commence foreclosure or provide plan for collection.
August 15	195/196	The designated lawyers or law firm will be preparing the formal foreclosure documents and will provide periodic updates to the Dissemination Agent for dissemination to those bondholders who have requested to be notified of collections progress. The goal for the foreclosure actions is a filing by no later than August 15 (day 195/196). Foreclosure action to be filed with the court.

Issuer notifies Trustee and Dissemination Agent of Foreclosure filing status. Dissemination Agent notifies bondholders.

If bondholders and Dissemination Agent have not been notified of a foreclosure action, Dissemination Agent will notify the Issuer that it is appropriate to file action.

EXHIBIT D
REIMBURSEMENT AGREEMENT

Attachment: Celina - The Columns PID 2018 - Bond Ordinance (3-28) ATTACHMENTS ADDED (The Columns Bond Ordinance)

THE COLUMNS PUBLIC IMPROVEMENT DISTRICT REIMBURSEMENT AGREEMENT

This Reimbursement Agreement, The Columns Public Improvement District Reimbursement Agreement (this “Reimbursement Agreement”) is executed between the City of Celina, Texas (the “City”) and CADG Celina Outer Loop LLC, a Texas limited liability company (the “Developer”) to be effective April 10, 2018 (individually referred to as a “Party” and collectively as the “Parties”).

RECITALS

WHEREAS, capitalized terms used in this Reimbursement Agreement shall have the meanings given to them in this Reimbursement Agreement or in *The Columns Public Improvement District Service and Assessment Plan*, dated March 26, 2018, as the same may be amended from time to time (the “SAP”) approved by Ordinance No. _____ passed and approved by the City Council on April 10, 2018 (“Ordinance No. _____”); and

WHEREAS, on November 14, 2017 the City Council passed and approved Resolution No. 2017-203R (the “Creation Resolution”) authorizing the creation of The Columns Public Improvement District (the “District”) covering approximately 48.784 acres of land described by metes and bounds in said Creation Resolution (the “District Property”); and

WHEREAS, the purpose of the District is to finance public improvements (the “Authorized Improvements”) as provided by Chapter 372, Texas Local Government Code, as amended (the “Act”) that promote the interests of the City and confer a special benefit on the Assessed Property within the District; and

WHEREAS, on December 12, 2017, the City Council passed and approved Resolution No. 2017-203R determining, among other things, the estimated costs of the Authorized Improvements to be \$10,770,195.00 (the “Authorized Improvements Costs”); and

WHEREAS, in addition to approving the SAP, Ordinance No. _____ levied assessments against property within the District (the “Assessed Property”) for the Authorized Improvements in accordance with the Assessment Roll attached as Appendix D to the SAP; and

WHEREAS, on April 10, 2018, the City adopted Ordinance No. _____ authorizing the issuance and sale of its “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2018 (The Columns Public Improvement District Project)” (the “Series 2018 Bonds”) to finance a portion of the Authorized Improvements Costs; and

WHEREAS, the Assessment Revenues are dedicated and pledged to the Series 2018 Bonds as provided in the Assessment Roll and secured under the Indenture of Trust relating to the Series

2018 Bonds, dated April 1, 2018 (the “Series 2018 Bond Indenture”) between the City and U.S. Bank National Association, as trustee (the “Trustee”); and

WHEREAS, the Parties have entered into that certain “The Columns Public Improvement District Construction, Funding, and Acquisition Agreement” dated as of April 10, 2018 (the “Construction Funding Agreement”) for the construction of the Authorized Improvements; and

WHEREAS, the Parties intend for the portion of the Authorized Improvements Costs that is not financed by the Series 2018 Bonds to be financed under the terms of this Reimbursement Agreement and the Construction Funding Agreement; and

WHEREAS, the City has established a project fund segregated from all other funds of the City (the “Project Fund”) for the Authorized Improvements and has established an “Improvement Account,” and a “Developer Improvement Account” within such Project Fund under the Series 2018 Bond Indenture; and

WHEREAS, the City has established a fund segregated from all other funds of the City for the deposit of the Assessment Revenues (the “Pledged Revenue Fund”) and has established a “Bond Pledged Revenue Account” and a “Developer Reimbursement Pledged Revenue Account” within such Pledged Revenue Fund under the Series 2018 Bond Indenture; and

WHEREAS, the City has established a fund segregated from all other funds of the City for the purpose of paying and reimbursing the Developer (the “Reimbursement Fund”) for the costs of the Authorized Improvements paid from the Developer Improvement Account of the Project Fund under the Series 2018 Bond Indenture; and

WHEREAS, pursuant to the Series 2018 Bond Indenture, amounts deposited in the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund shall be transferred to the Reimbursement Fund and used solely and exclusively to pay and reimburse the Developer for the costs of the Authorized Improvements paid from the Developer Improvement Account of the Project Fund, plus interest, as set forth in this Reimbursement Agreement.

NOW THEREFORE, FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. The recitals in the “WHEREAS” clauses of this Reimbursement Agreement are true and correct, reflect the intent of the Parties, and are incorporated as part of this Reimbursement Agreement for all purposes.
2. The City shall cause to be deposited into the Pledged Revenue Fund all Assessment Revenues collected (excluding Annual Collection Costs, Delinquent Collection Costs, and Annual Administrative Costs) as provided in the Series 2018 Bond Indenture.

3. Developer shall make, or cause to be made, an initial deposit of \$_____ to the Developer Improvement Account of the Project Fund (the “Developer Initial Deposit”) on the Closing Date (as defined in the Series 2018 Bond Indenture) of the Series 2018 Bonds; and, costs of the Authorized Improvements shall be paid first from the Developer Improvement Account of the Project Fund up to the amount of the Developer Initial Deposit into the Developer Improvement Account of the Project Fund. After the Developer Initial Deposit has been disbursed from the Developer Improvement Account of the Project Fund in accordance with the terms of the Series 2018 Bond Indenture and the Construction Funding Agreement, the costs of the Authorized Improvements shall be paid from the Improvement Account of the Project Fund as provided in the Indenture and the Construction Funding Agreement. If after the Developer Initial Deposit has been disbursed from the Developer Improvement Account of the Project Fund and the amounts available in the Improvement Account of the Project Fund is less than the costs of the remaining Authorized Improvements, the Developer shall make an additional deposit equal to the costs of the remaining Authorized Improvements to the Developer Improvement Account of the Project Fund for the payment of the costs of the Authorized Improvements; provided, however, the sum of the Developer Initial Deposit plus any additional deposits to the Developer Improvement Account of the Project Fund required hereunder shall never exceed the Reimbursement Amount (defined below).

4. Strictly subject to the terms, conditions, and requirements and solely from the revenues herein provided, the City agrees to pay to the Developer, and the Developer shall be entitled to receive from the City, the amount equal to the actual costs incurred by the Developer, but not to exceed the budgeted costs, of the Authorized Improvements paid from the Developer Improvement Account of the Project Fund (the “Reimbursement Amount”) plus interest on the unpaid balance in accordance with the terms of this Reimbursement Agreement until September 1, 2048 (the “Maturity Date”); provided, however, the Reimbursement Amount shall not exceed (\$_____). The Reimbursement Amount shall be payable to the Developer solely from: (i) the Assessment Revenues deposited in the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund and transferred to the Reimbursement Fund as provided in Article VI of the Series 2018 Bond Indenture; (ii) the net proceeds (after payment of costs of issuance, including the costs paid or incurred by the City) of one or more series of bonds (the “Future Bonds”) issued by the City and secured by the Assessment Revenues; or (iii) a combination of items (i) and (ii) immediately above. The Authorized Improvements Costs are authorized by the Act and approved by the City Council and represent the total cost to be assessed against the Assessed Property for the Authorized Improvements which are eligible public improvement projects that are being undertaken and financed by the City for the special benefit of the Assessed Property and that upon completion will be dedicated in fee and accepted by the City.

The unpaid Reimbursement Amount shall bear simple interest per annum at the rate of (x) ____% for years one through five, and (y) ____% for years six through 31 until Future Bonds are sold, if ever. If any portion of the Reimbursement Amount remains unpaid after the City has elected to sell Future Bonds, the interest paid to the Developer shall be the same as the interest rate on the Future Bonds; provided, however, that such rate shall not exceed ____%. The interest rate has been approved by the City Council and is authorized by the Act and was determined based upon the Bond Buyer Revenue Bond Index published in *The Bond Buyer*, a daily publication that publishes this interest rate index, which the highest average index rate for tax-exempt bonds reported in the previous month was ____%. The interest rate of ____% and ____% contained herein comply with Section 372.023 (e)(1) and Section 372.023 (e)(2) of the Act.

5. The Reimbursement Amount, plus interest, as described above (collectively, the “Unpaid Balance”) is payable to the Developer and secured under this Reimbursement Agreement solely as described in paragraph 4 above. The Unpaid Balance shall be payable, if funds are available, as set forth in the Construction Funding Agreement. No other City funds, revenue, taxes, income, or property shall be used even if the Unpaid Balance is not paid in full at Maturity. Notwithstanding its collection efforts, if the City fails to receive all or any part of the Assessment Revenues and, as a result, is unable to make transfers from the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund to the Reimbursement Fund for payments to the Developer as required under this Reimbursement Agreement, such failure and inability shall not constitute a Failure or Default by the City under this Reimbursement Agreement. This Reimbursement Agreement and/or any Future Bonds shall not and shall never give rise to or create:
 - a. a charge against the general credit or taxing powers of the City or any other taxing unit; or
 - b. a debt or other obligation of the City payable from any source of revenue, taxes, income, or properties of the City other than from the Developer Improvement Account of the Project Fund, the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund or the Reimbursement Fund as provided in the Series 2018 Bond Indenture or from the net proceeds of any Future Bonds; or
 - c. any obligation of the City to issue Future Bonds or other obligations; or
 - d. any obligation of the City to pay any amount due or to become due under this Reimbursement Agreement other than from (i) the Developer Improvement Account of the Project Fund, the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund or the Reimbursement Fund as provided

in the Series 2018 Bond Indenture and this Reimbursement Agreement, or (ii) from the net proceeds of any Future Bonds.

6. If Future Bonds are issued, the net proceeds of such Future Bonds shall be used, from time to time, first to pay the Unpaid Balance due to the Developer under this Reimbursement Agreement for the costs of Authorized Improvements paid from the Developer Improvement Account of the Project Fund and then to pay all or any portion of any Authorized Improvements Costs. If, after application of the net proceeds of such Future Bonds, any Authorized Improvements Costs remain unpaid, then the Developer shall pay such cost. If, after application of the net proceeds of any Future Bonds, the Unpaid Balance due the Developer remains unpaid, all payments toward the Unpaid Balance due the Developer shall be paid from (i) amounts transferred to the Reimbursement Fund from the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund under the Series 2018 Bond Indenture, and (ii) amounts deposited into any funds created for such purpose under any indenture relating to any Future Bonds. Once the principal amount of all Future Bonds plus all payments paid to the Developer under this Reimbursement Agreement equal the Unpaid Balance, this Reimbursement Agreement shall terminate.
7. If on the Maturity Date, after application of the net proceeds of any Future Bonds, any portion of the Unpaid Balance remains unpaid, such Unpaid Balance shall be canceled and for all purposes this Reimbursement Agreement shall be deemed to have been conclusively and irrevocably PAID IN FULL, and such Unpaid Balance shall no longer be deemed to be payable; provided, however, if any Assessment Revenues remain due and payable and are uncollected on the Maturity Date, such Assessment Revenues, when, as, and if collected after the Maturity Date, shall first be applied to any amounts due in connection with outstanding Series 2018 Bonds and outstanding Future Bonds and second, paid to the Developer and applied to the Unpaid Balance.
8. The Developer has the right to convey, transfer, assign, collaterally assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with written notice to) the City, the Developer's right, title, or interest to payments under this Reimbursement Agreement (but not performance obligations) including, but not limited to, any right, title, or interest of the Developer in and to payment of the Unpaid Balance, whether such payment is from (i) amounts transferred to the Reimbursement Fund from the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund under the Series 2018 Bond Indenture, or (ii) net proceeds of any Future Bonds (any of the foregoing, a "Transfer," and the person or entity to whom the Transfer is made, a "Transferee"). Notwithstanding the foregoing, however, no Transfer shall be effective until five days after notice of the Transfer is received by the City. The City may rely on any notice of a Transfer received from the Developer without obligation to investigate or confirm the validity or occurrence of such Transfer.

- No conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made by the Developer or any successor or assignee of the Developer that results in the City being an “obligated person” within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission without the express written consent of the City. The Developer waives all rights or claims against the City for any such funds provided to a third party as a result of a Transfer for which the City has received notice, and the Developer’s sole remedy shall be to seek the funds directly from the Transferee.
9. The inability or failure of the City to issue Future Bonds shall not constitute a Failure or Default under this Reimbursement Agreement.
 10. The obligations of the City under this Reimbursement Agreement are non-recourse and payable only from (i) amounts transferred to the Reimbursement Fund from the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund under the Series 2018 Bond Indenture, or (ii) net proceeds of any Future Bonds; and such obligations do not create a debt or other obligation payable from any other City revenues, taxes, income, or property. None of the City or any of its elected or appointed officials or any of its officers or employees shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Reimbursement Agreement or their acts or omissions under this Reimbursement Agreement.
 11. If the Developer is in compliance with that certain Development Agreement, The Columns Public Improvement District Agreement and Tax Increment Reinvestment Zone Agreement, effective October 13, 2017 and recorded on December 28, 2017 as document 20171228001706440 in the deed records of Collin County (the “Development Agreement”) and following the City’s inspection and approval of the Authorized Improvements in accordance with the provisions of the Construction Funding Agreement and until Future Bonds are issued, if ever, there will be no conditions or defenses to the obligation of the City to use amounts transferred to the Reimbursement Fund from the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund under the Series 2018 Bond Indenture to pay the Unpaid Balance.
 12. If the Developer is in compliance with the Development Agreement, following the City’s inspection and approval of the Authorized Improvements and if Future Bonds are issued, there will be no conditions or defenses to the obligation of the City to use the net proceeds of any Future Bonds to pay the Unpaid Balance and to pledge the Assessment Revenues as security for the Series 2018 Bonds.
 13. Nothing in this Reimbursement Agreement is intended to constitute a waiver by the City of any remedy the City may have outside this Reimbursement Agreement against

- the Developer, any Transferee, or any other person or entity involved in the design, construction, or installation of the Authorized Improvements. The obligations of the Developer hereunder shall be those as a Party hereto and not solely as an owner of property in the District. Nothing herein shall be constructed, nor is intended, to affect the City's or the Developer's rights and duties to perform their respective obligations under other agreements, regulations and ordinances.
14. The City may consider issuing one or more series of Future Bonds to pay the Unpaid Balance; however, the Parties covenant and acknowledge that approval of the issuance of any Future Bonds by the City Council is a governmental function within the City's sole discretion.
 15. This Reimbursement Agreement is being executed and delivered, and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Reimbursement Agreement. In the event of a dispute involving this Reimbursement Agreement, venue for such dispute shall lie in any court of competent jurisdiction in Collin County, Texas.
 16. Any notice required or contemplated by this Reimbursement Agreement shall be deemed given at the addresses shown below: (i) when delivered by a national company such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person was the named addressee; or (ii) 72 hours after the notice was deposited with the United States Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section.

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

With a copy to: Attn: Julie Fort
 Messer, Rockefeller & Fort, PLLC
 6371 Preston Road, Suite 200
 Frisco, TX 75034

And to: Attn: Bond Counsel
 Robert Dransfield
 Norton Rose Fulbright US LLP
 2200 Ross Avenue, Suite 3600
 Dallas, Texas 75201-7932

To the Owner: Attn: Mehrdad Moayed
 CADG Celina Outer Loop, LLC
 1800 Valley View Lane, Suite 300
 Farmers Branch, Texas 75234

With a copy to: Attn: Robert Romo
 CADG Celina Outer Loop, LLC
 1800 Valley View Lane, Suite 300
 Farmers Branch, Texas 75234

And to: Attn: J. Prabha Cinclair
 Miklos Law, PLLC
 1800 Valley View Lane, Suite 360
 Farmers Branch, Texas 75234

17. If any provision of this Reimbursement Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions, and the remainder of this Reimbursement Agreement shall remain in full force and effect.

18. Failure; Default; Remedies.

- a. If either Party fails to perform an obligation imposed on such Party by this Reimbursement Agreement (a "Failure") and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a "Default." Upon the occurrence of a Failure by a non-performing Party, the other Party shall notify the non-performing Party and all Transferees of the non-performing Party in writing specifying in reasonable detail the nature of the Failure. The non-performing Party to whom notice of a Failure is given shall have at least 30 days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within 30 days and the non-performing Party has diligently pursued a cure within such 30-day period and has provided written notice to the other Party that additional time is needed, then the cure period shall be extended for a mutually agreed upon time period but not more than an additional 30-day period so long as the non-performing Party is diligently pursuing a cure. Any Transferee shall have the right, but not the obligation, to cure any alleged Failure by the Developer within the same time periods that are provided to the Developer. The election by a Transferee to cure a Failure by the Developer shall constitute a cure by the Developer but shall not obligate the Transferee to be bound by this Reimbursement Agreement unless the Transferee agrees to be bound.
- b. If the Developer is in Default, the City shall have available all remedies at law or in equity, provided that no Default by the Developer, however, shall: (1) affect the obligations of the City to use the amounts transferred to the Reimbursement Fund from the Developer Reimbursement Pledged Revenue

Account of the Pledged Revenue Fund under the Series 2018 Bond Indenture and the net proceeds of Future Bonds as provided in Sections 10 and 11 of this Reimbursement Agreement; or (2) entitle the City to terminate this Reimbursement Agreement.

- c. If the City is in Default, the Developer's sole and exclusive remedies shall be to: (1) seek a writ of mandamus to compel performance by the City; (2) seek specific enforcement of this Reimbursement Agreement; or (3) terminate this Reimbursement Agreement.
19. To the extent there is a conflict between this Reimbursement Agreement and the Series 2018 Bond Indenture, the Series 2018 Bond Indenture shall control as the provisions relate to the proceeds of the Series 2018 Bonds. To the extent there is a conflict between this Reimbursement Agreement and the Construction Funding Agreement, the Construction Funding Agreement shall control. To the extent there is a conflict between this Reimbursement Agreement and the Development Agreement, the Reimbursement Agreement shall control.
 20. The failure by a Party to insist upon the strict performance of any provision of this Reimbursement Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Reimbursement Agreement.
 21. The City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the Developer to enforce its remedies under this Reimbursement Agreement.
 22. Nothing in this Reimbursement Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Developer any rights, remedies, or claims under or by reason of this Reimbursement Agreement, and all covenants, conditions, promises, and agreements in this Reimbursement Agreement shall be for the sole and exclusive benefit of the City and the Developer.
 23. This Reimbursement Agreement may be amended only by written agreement of the Parties.
 24. This Reimbursement Agreement may be executed in counterparts, each of which shall be deemed an original.
 25. The City shall have the right, during normal business hours and upon five business days' prior written notice to the Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer with respect to any of the Authorized Improvements. For a period of two years after completion of the Authorized Improvements, the Developer shall maintain proper books of record and account for the construction of the Authorized Improvements and all costs related

thereto. Such accounting books shall be maintained in accordance with customary real estate accounting principles.

[Signature pages to follow]

Attachment: Celina - The Columns PID 2018 - Bond Ordinance (3-28) ATTACHMENTS ADDED (The Columns Bond Ordinance)

IN WITNESS WHEREOF, the Parties have caused this Reimbursement Agreement to be executed as of _____, 2018.

CITY OF CELINA

By: _____
Name: Chad Anderson
Title: Mayor Pro-Tem

APPROVED AS TO FORM

Name: Julie Fort, Messer, Rockefeller & Fort, PLLC
Title: Attorney for the City

DEVELOPER**CADG CELINA OUTER LOOP, LLC**

a Texas limited liability company

By: CADG Holdings, LLC,
a Texas limited liability company
Its Sole Member

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____

Name: Mehrdad Moayedi

Its: Manager

EXHIBIT E
LANDOWNER AGREEMENT

Attachment: Celina - The Columns PID 2018 - Bond Ordinance (3-28) ATTACHMENTS ADDED (The Columns Bond Ordinance)

LANDOWNER AGREEMENT

This **LANDOWNER AGREEMENT** (the “Agreement”), is entered into as of March 13, 2018, among the City of Celina, Texas (the “City”), a home-rule municipality of the State of Texas (the “State”), and CADG Celina Outer Loop, LLC, a Texas limited liability company (the “Landowner”).

RECITALS:

□ **HEREAS**, Landowner owns the Assessed Parcels described by a metes and bounds description attached as **E[REDACTED]I** to this Agreement and which is incorporated herein for all purposes, comprising all of the non-exempt, privately-owned land described in **E[REDACTED]I** (the “Landowner Parcel”) which is coterminous with The Columns Public Improvement District (the “District”) in the City; and

□ **HEREAS**, the City Council has adopted an assessment ordinance for the Authorized Improvements (including all exhibits and attachments thereto, the “Assessment Ordinance”) and the Service and Assessment Plan included as an **E[REDACTED]B** to the Assessment Ordinance (the “Service and Assessment Plan”) and which is incorporated herein for all purposes, and has levied an assessment on each Assessed Parcel in the District (as identified in the Service and Assessment Plan) that will be pledged for the payment of certain infrastructure improvements and to pay the costs of constructing the Authorized Improvements that will benefit the Assessed Property (as defined in the Service and Assessment Plan); and

□ **HEREAS**, the Covenants, Conditions and Restrictions attached to this Agreement as **E[REDACTED]II** and which are incorporated herein for all purposes, include the statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended (the “PID Act”), to the purchaser.

NO, **THEREFORE**, for and in consideration of the mutual promises, covenants, obligations and benefits hereinafter set forth, the City and the Landowner hereby contract, covenant and agree as follows:

DEFINITIONS **APPROVAL OF AGREEMENTS**

Definitions. Capitalized terms used but not defined herein (including each exhibit hereto) shall have the meanings ascribed to them in the Service and Assessment Plan.

Affirmation of Recitals. The findings set forth in the Recitals of this Agreement are hereby incorporated as the official findings of the City Council.

I
AGREEMENTS OF LANDOWNER

A. Affirmation and Acceptance of Agreements and Findings of Benefit. Landowner hereby ratifies, confirms, accepts, agrees to, and approves:

(i) the creation and boundaries of the District, and the boundaries of the Landowner's Parcel which are coterminous with the District, all as shown on E, and the location and development of the Authorized Improvements on the Landowner Parcel and on the property within the District;

(ii) the determinations and findings as to the benefits by the City Council in the Service and Assessment Plan and the Assessment Ordinance; and

(iii) the Assessment Ordinance and the Service and Assessment Plan.

B. Acceptance and Approval of Assessments and Lien on Property. Landowner consents to, agrees to, acknowledges and accepts the following:

(i) each Assessment levied by the City on the Landowner's Parcel within the District, as shown on the assessment roll attached as Appendix D to the Service and Assessment Plan (the "Assessment Roll");

(ii) the Authorized Improvements specially benefit the District, and the Landowner's Parcel, in an amount in excess of the Assessment levied on the Landowner's Parcel within the District, as such Assessment is shown on the Assessment Roll;

(iii) each Assessment is final, conclusive and binding upon Landowner and any subsequent owner of the Landowner's Parcel, regardless of whether such landowner may be required to prepay a portion of, or the entirety of, such Assessment upon the occurrence of a mandatory prepayment event as provided in the Service and Assessment Plan;

(iv) the obligation to pay the Assessment levied on the Landowner's Parcel owned by it when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance;

(v) each Assessment or reassessment, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Landowner's Parcel, superior to all other liens and monetary claims except liens or monetary claims for state, county, school district, or municipal ad valorem taxes, and is a personal liability of and charge against the owner of the Landowner's Parcel regardless of whether such owner is named;

(vi) the Assessment lien on the Landowner's Parcel is a lien and covenant that runs with the land and is effective from the date of the Assessment Ordinance and continues

Restrictions and any purchaser, transferee or other subsequent owner shall take such Landowner's Parcel subject to all of the terms, conditions and provisions of such Covenants, Conditions and Restrictions; and

(iv) Landowner shall comply with, and shall contractually obligate (and promptly provide written evidence of such contractual provisions to the City) any party who purchases any Landowner's Parcel owned by Landowner, or any portion thereof, for the purpose of constructing residential properties that are eligible for "homestead" designations under State law, to comply with, the Homebuyer Education Program described on E□□□□□III to this Agreement. Such compliance obligation shall terminate as to each Lot (as defined in the Service and Assessment Plan) if, and when, (i) a final certificate of occupancy for a residential unit on such Lot is issued by the City, and (ii) there is a sale of a Lot to an individual homebuyer, it being the intent of the undersigned that the Homebuyer Education Program shall apply only to a commercial builder who is in the business of constructing and/or selling residences to individual home buyers (a "Builder") but not to subsequent sales of such residence and Lot by an individual home buyer after the initial sale by a Builder.

Notwithstanding the provisions of this Section, upon the Landowner's request and the City's consent, in the City's sole and absolute discretion, the Covenants, Conditions and Restrictions may be included with other written restrictions running with the land on property within the District, provided they contain all the material provisions and provide the same material notice to prospective property owners as does the document attached as E□□□□□II

II□

O□ NERSHIP AND CONSTRUCTION OF AUTHORI□ED IMPROVEMENTS

A. Ownership and Transfer of Authorized Improvements. Landowner acknowledges that all of the Authorized Improvements and the land (or easements, as applicable) needed therefor shall be owned by the City once accepted by and conveyed to the City following construction and Landowner will execute such conveyances and/or dedications of public rights of way and easements as may be reasonably required to evidence such ownership, as generally described on the current plats of the property within the District.

B. Grant of Easement and License, Construction of Authorized Improvements.

(i) Any subsequent owner of the Landowner's Parcel shall, upon the request of the City or Developer, grant and convey to the City or Developer and its contractors, materialmen and workmen a temporary license and/or easement, as appropriate, to construct the Authorized Improvements on the property within the District, to stage on the property within the District construction trailers, building materials and equipment to be used in connection with such construction of the Authorized Improvements and for passage

and use over and across parts of the property within the District as shall be reasonably necessary during the construction of the Authorized Improvements. Any subsequent owner of the Landowner's Parcel may require that each contractor constructing the Authorized Improvements cause such owner of the Landowner's Parcel to be indemnified and/or named as an additional insured under liability insurance reasonably acceptable to such owner of the Landowner's Parcel. The right to use and enjoy any easement and license provided above shall continue until the construction of the Authorized Improvements is complete; provided, however, any such license or easement shall automatically terminate upon the recording of the final plat for the Landowner's Parcel in the real property records of Collin County, Texas.

(ii) Landowner hereby agrees that any right or condition imposed by the Development Agreement, or other agreement, with respect to the Assessment has been satisfied, and that Landowner shall not have any rights or remedies against the City under the Agreement, or under any law or principles of equity concerning the Assessments, with respect to the formation of the District, approval of the Service and Assessment Plan and the City's levy and collection of the Assessments.

III □

COVENANTS AND □ WARRANTIES □ MISCELLANEOUS

A. Special Covenants and Warranties of Landowner.

Landowner represents and warrants to the City as follows:

(i) Landowner is duly organized, validly existing and, as applicable, in good standing under the laws of the state of its organization and has the full right, power and authority to enter into this Agreement, and to perform all the obligations required to be performed by Landowner hereunder.

(ii) This Agreement has been duly and validly executed and delivered by, and on behalf of, Landowner and, assuming the due authorization, execution and delivery thereof by and on behalf of the City and the Landowner, constitutes a valid, binding and enforceable obligation of such party enforceable in accordance with its terms. This representation and warranty is qualified to the extent the enforceability of this Agreement may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting the rights of creditors in general.

(iii) Neither the execution and delivery hereof, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under, any instrument, note, mortgage, contract,

To the Developer: Attn: Mehrdad Moayed
 CADG Celina Outer Loop, LLC
 1800 Valley View Lane, Suite 300
 Farmers Branch, Texas 75234

With a copy to: Attn: J. Prabha Cinclair
 Miklos Law, PLLC
 1800 Valley View Lane, Suite 360
 Farmers Branch, Texas 75234
 E-mail: cinclair@mikloslegal.com

Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the recipient as the address set forth herein.

Each recipient may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this provision shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for, or actually received by, the addressee.

D. Parties in Interest.

This Agreement is made solely for the benefit of the City and the Landowner and is not assignable, except, in the case of Landowner, in connection with the sale or disposition of all or substantially all of the parcels which constitute the Landowner's Parcel. However, the parties expressly agree and acknowledge that the City, the Landowner, each current owner of any parcel which constitutes the Landowner's Parcel, and the holders of or trustee for any bonds secured by PID Assessment revenues of the City or any part thereof to finance the costs of the Authorized Improvements, are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the parties hereto. This Agreement shall be recorded in the real property records of Collin County, Texas.

E. Amendments.

This Agreement may be amended only by written instrument executed by the City and the Landowner. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the property within the District and recorded in the Real Property Records of Collin County, Texas.

F. Effective Date.

This Agreement shall become and be effective (the “Effective Date”) upon the date of final execution by the latter of the City and the Landowner and shall be valid and enforceable on said date and thereafter.

G. Estoppels.

Within 10 business days after written request from a party hereto, the other party shall provide a written certification, indicating whether this Agreement remains in effect as to the Landowner’s Parcel.

H. Termination.

This Agreement shall terminate and be of no further force and effect as to the Landowner’s Parcel upon payment in full of the Assessment(s) against such Landowner’s Parcel.

☐Signature pages to follow☐

EXECUTED by the City and Landowner on the respective dates stated below.

Date: _____

CITY OF CELINA, TEXAS

By: _____
Mayor Pro Tem

Signature Page Landowner Agreement

Attachment: Celina - The Columns PID 2018 - Bond Ordinance (3-28) ATTACHMENTS ADDED (The Columns Bond Ordinance)

LANDOWNER

CADG Celina Outer Loop, LLC,
a Texas limited liability company

By: CADG Holdings, LLC,
a Texas limited liability company
Its Sole Member

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayed
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 2018 by Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of CADG Holdings, LLC, as Sole Member of CADG Celina Outer Loop, LLC, a Texas limited liability company on behalf of said company.

Notary Public, State of Texas

☐ Signature Page Landowner Agreement ☐

Attachment: Celina - The Columns PID 2018 - Bond Ordinance (3-28) ATTACHMENTS ADDED (The Columns Bond Ordinance)

LANDOWNER AGREEMENT EXHIBIT I**METES AND BOUNDS DESCRIPTION OF LANDOWNER'S PARCEL****8.8 ACRES**

BEING a tract of land situated in the John Ragsdale Survey, Abstract No.734, City of Celina, Collin County, Texas and being a portion of those tracts of land conveyed to Lucas Celina 209, LTD, according to the documents recorded in Document Number 20070109000040530 and Document Number 20071114001544500, Deed Records Collin County, Texas, said tract of land being more particularly described as follows:

BEGINNING at a point in the east line of said Lucas Celina 209 tract recorded in Document Number 20071114001544500, same being common with the west line of that tract of land conveyed to LFC Land Company, LLC, according to the document filed of record in Document Number 20120423000464780, Deed Records Collin County, Texas, said point being the northeast corner of this tract, from which the most easterly northeast corner of said Lucas Celina 209 tract, same being the northwest corner of said LFC Land Company tract bears, North 4°54'11" East, 387.12 feet and North 3°21'11" East, 52.02 feet;

THENCE South 4°54'11" West, with said common line, a distance of 1543.09 feet to a point for the southeast corner of this tract;

THENCE South 89°27'47" West, leaving said common line, a distance of 1309.44 feet to a point for the southwest corner of this tract;

THENCE North 0°31'31" West, over and across both Lucas Celina 209 tracts, a distance of 1538.09 feet to a point for the northwest corner of this tract;

THENCE North 89°32'22" East, over and across the above mentioned Lucas Celina 209 tract recorded in Document Number 20070109000040530, a distance of 1455.43 feet to the POINT OF BEGINNING and containing 48.784 acres or 2,125,033 square feet of land, more or less.

Attachment: Celina - The Columns PID 2018 - Bond Ordinance (3-28) ATTACHMENTS ADDED (The Columns Bond Ordinance)

LANDOWNER AGREEMENT EXHIBIT II

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (as it may be amended from time to time, this "Declaration") is made as of March 13, 2018 by CADG Celina Outer Loop, LLC a Texas limited liability company (the "Landowner").

RECITALS:

- A. The Landowner holds record title to that portion of the real property located in Collin County, Texas, which is described in the attached E[REDACTED] (the "Landowner's Parcel").
- B. The City Council of the City of Celina (the "City Council") upon a petition requesting the establishment of a public improvement district covering the property within the District to be known as The Columns Public Improvement District (the "District") by the then current owners of 100% of the appraised value of the taxable real property and 100% of the area of all taxable real property within the area requested to be included in the District created such District, in accordance with the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act").
- C. The City Council has adopted an assessment ordinance to levy assessments for certain public improvements (including all exhibits and attachments thereto, the "Assessment Ordinance") and the Service and Assessment Plan included as an exhibit to the Assessment Ordinance (as amended from time to time, the "Service and Assessment Plan"), and has levied the assessments (as amended from time to time, the "Assessments") on property in the District.
- D. The statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended, to the purchaser, is incorporated into these Covenants, Conditions and Restrictions.

DECLARATIONS:

NOW, THEREFORE, the Landowner hereby declares that the Landowner's Parcel is and shall be subject to, and hereby imposes on the Landowner's Parcel, the following covenants, conditions and restrictions:

1. A[REDACTED] A[REDACTED] A[REDACTED] [REDACTED] L[REDACTED] P[REDACTED]:

- (a) Landowner accepts each Assessment levied on the Landowner's Parcel owned by such Landowner.

Attachment: Celina - The Columns PID 2018 - Bond Ordinance (3-28) ATTACHMENTS ADDED (The Columns Bond Ordinance)

(e) any right to object to the legality of any of the Assessments or the Service and Assessment Plan or to any of the previous proceedings connected therewith which occurred prior to, or upon, the City Council's levy of the Assessments.

☐ **A** ☐ ☐ ☐ ☐ ☐: This Declaration may be terminated or amended only by a document duly executed and acknowledged by the then-current owner(s) of the Landowner's Parcel and the City. No such termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the parties by whom approval is required as set forth above and recorded in the real Property Records of Collin County, Texas.

☐ **T** ☐ ☐ ☐ **P** ☐ ☐ ☐ **B** ☐ ☐ ☐ ☐ ☐ ☐ ☐: The City is a third party beneficiary to this Declaration and may enforce the terms hereof.

☐ **N** ☐ ☐ ☐ ☐ **S** ☐ ☐ ☐ ☐ ☐ ☐ ☐ **P** ☐ ☐ ☐ ☐ ☐: Upon the sale of a dwelling unit within the District, the purchaser of such property shall be provided a written notice that reads substantially similar to the following:

TEXAS PROPERTY CODE SECTION 01

NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENT TO THE CITY OF CELINA, COLLIN COUNTY, TEXAS CONCERNING THE PROPERTY AT S ☐ ☐ ☐ ☐ A ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

As the purchaser of this parcel of real property, you are obligated to pay an assessment to the City of Celina, Texas, for improvement projects undertaken by a public improvement district under Chapter 372 of the Texas Local Government Code, as amended. The assessment may be due in periodic installments.

The amount of the assessment against your property may be paid in full at any time together with interest to the date of payment. If you do not pay the assessment in full, it will be due and payable in annual installments (including interest and collection costs). More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the City of Celina, 142 N. Ohio St., Celina, TX, 75009.

Your failure to pay the assessment or the annual installments could result in a lien and in the foreclosure of your property.

Signature of Purchaser(s) _____

Date: _____

The seller shall deliver this notice to the purchaser before the effective date of an executory contract binding the purchaser to purchase the property. The notice may be given separately, as part of the contract during negotiations, or as part of any other notice the seller delivers to the purchaser. If the notice is included as part of the executory contract or another notice, the title of the notice prescribed by this section, the references to the street address and date in the notice, and the purchaser's signature on the notice may be omitted.

EXECUTED by the undersigned on the date set forth below to be effective as of the date first above written.

LANDOWNER

CADG Celina Outer Loop, LLC,
a Texas limited liability company

By: CADG Holdings, LLC,
a Texas limited liability company
Its Sole Member

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayed
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 2018 by Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of CADG Holdings, LLC, as Sole Member of CADG Celina Outer Loop, LLC, a Texas limited liability company on behalf of said company.

Notary Public, State of Texas

Attachment: Celina - The Columns PID 2018 - Bond Ordinance (3-28) ATTACHMENTS ADDED (The Columns Bond Ordinance)

LANDOWNER AGREEMENT EXHIBIT III

HOMEBUYER EDUCATION PROGRAM

As used in this EXHIBIT III, the recorded Notice of the Authorization and Establishment of The Columns Public Improvement District and the Covenants, Conditions and Restrictions in EXHIBIT II of this Agreement are referred to as the “Recorded Notices.”

1. Any Landowner who is a Builder shall attach the Recorded Notices and the final Assessment Roll for such Assessed Parcel (or if the Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 30 year payment for such Assessed Parcel) as an addendum to any residential homebuyer’s contract.
2. Any Landowner who is a Builder shall provide evidence of compliance with 1 above, signed by such residential homebuyer, to the City.
3. Any Landowner who is a Builder shall comply with the requirements of the Homebuyer Disclosure Program established by that certain Agreement of record entered into by and between **CADG COLUMBIA OAKS LLC**, a Texas limited liability company and the **CITY OF COLUMBIA** and shall cooperate with the Administrator in administration thereof.
4. Any Landowner who is a Builder shall prominently display signage in its model homes, if any, substantially in the form of the Recorded Notices.
5. If prepared and provided by the City, any Landowner who is a Builder shall distribute informational brochures about the existence and effect of the District in prospective homebuyer sales packets.
6. Any Landowner who is a Builder shall include Assessments in estimated property taxes, if such Builder estimates monthly ownership costs for prospective homebuyers.

EXHIBIT F
CONSTRUCTION, FUNDING AND ACQUISITION AGREEMENT

Attachment: Celina - The Columns PID 2018 - Bond Ordinance (3-28) ATTACHMENTS ADDED (The Columns Bond Ordinance)

**THE COLUMNS PUBLIC IMPROVEMENT DISTRICT CONSTRUCTION, FUNDING,
AND ACQUISITION AGREEMENT**

THIS THE COLUMNS PUBLIC IMPROVEMENT DISTRICT CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT (this “Agreement”), dated as of April 10, 2018 is by and between the **CITY OF CELINA, TEXAS**, a home-rule municipality of the State of Texas (the “City”), and **CADG CELINA OUTER LOOP, LLC**, a Texas limited liability company, (the “Developer”).

**ARTICLE I
DEFINITIONS**

The following terms shall have the meanings ascribed to them in this Article I for purposes of this Agreement. Unless otherwise indicated, any other terms, capitalized or not, when used herein shall have the meanings ascribed to them in the Indenture (as hereinafter defined).

AA means the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended.

AAAC means the costs of the Authorized Improvements actually paid or incurred for construction and installation of the Authorized Improvements.

AA means, initially, MuniCap Inc., or any other individual or entity designated by the City to administer the District.

AAASAPU means the annual update to the Service and Assessment Plan conducted by the Administrator pursuant to the Service and Assessment Plan.

AAII means the Authorized Improvements as listed in Section III of the Service and Assessment Plan. An individual Authorized Improvement, including a completed segment or part, shall be referred to as an **AAII**.

BAO means the ordinance adopted by the City Council on April 10, 2018 authorizing the issuance of the Bonds pursuant to the Indenture.

B means the City’s bonds designated [City of Celina, Texas, Special Assessment Revenue Bonds, Series 2018 (The Columns Public Improvement District Project)]

BC means the anticipated, agreed upon costs of the Authorized Improvement as shown in Section III of the Service and Assessment Plan.

“**CA**” means a certificate, substantially in the form of **EAB** hereto or otherwise agreed to by the Developer, the Administrator and the City, executed by an

engineer, construction manager or other person or entity acceptable to the City, as evidenced by the signature of a City Representative (as defined in the Indenture), provided each month to the City Representative and the Trustee, specifying the amount of work performed and the amount charged for that work, including materials and labor costs, presented to the Trustee to request payment for Actual Costs of Authorized Improvements under the Indenture.

C means that official or agent of the City authorized by the City Council to undertake the action referenced herein.

C **D** **R** means the certificate, substantially in the form of **E** **A** hereto or otherwise mutually agreed to by the Developer, Administrator and City Representative, executed by an engineer, construction manager or other person or entity acceptable to the City, as evidenced by the signature of a City Representative (as defined in the Indenture), specifying the amounts to be disbursed for the costs related to the creation of the District and the costs of issuance of the Bonds.

C **C** means the contracts for the construction of an Authorized Improvement. "Construction Contract" means any one of the Construction Contracts.

C means the Budgeted Costs or the cost of an Authorized Improvement as reflected in a Construction Contract, if greater than the Budgeted Costs.

C **O** means, with respect to each Authorized Improvement, the Actual Cost, as appropriate, of such Authorized Improvement in excess of the Budgeted Cost.

D **A** means that certain Development Agreement, The Columns Public Improvement District Agreement and Tax Increment Reinvestment ☐ one Agreement executed by and between the City and the Developer, effective October 13, 2017 and recorded on December 28, 2017 as document 20171228001706440 in the deed records of Collin County, Texas.

D shall mean The Columns Public Improvement District created November 14, 2017.

F **C** means completion of an Authorized Improvement in compliance with existing City standards for dedication under the City's ordinances and the Development Agreement.

I means that certain Indenture of Trust between the City and U.S. Bank National Association, as trustee, dated as of April 1, 2018 relating to the Bonds.

I means an individual employed by or an agent of the City whose job is, in part or in whole, to inspect infrastructure to be owned by the City for compliance with all rules and regulations applicable to the development and the infrastructure inspected.

□S□□□□□□□□□□ means a written document agreed upon by the parties to this Agreement amending, supplementing or otherwise modifying this Agreement and any exhibit hereto.

(c) It is anticipated that there shall be two bond issues, the Bonds currently being issued and a subsequent issuance of bonds that are anticipated to be issued after some or all of the Authorized Improvements are constructed (the "Series B Bonds"). Concurrently with the issuance

of the Bonds, the Developer and the City have entered into the Reimbursement Agreement to provide for the construction and financing of certain Authorized Improvements prior to the issuance of the Series B Bonds.

(d) All Authorized Improvements are eligible to be financed with proceeds of the Bonds, the Reimbursement Agreement, or the Series B Bonds to the extent specified herein.

(e) The proceeds from the issuance and sale of the Bonds shall be deposited in accordance with the Indenture.

(f) The Developer will undertake, oversee, or ensure the construction and development of the Authorized Improvements for acquisition and acceptance by the City.

Section 2.02. Agreements. In consideration of the mutual promises and covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer agree that the foregoing recitals, as applicable to each, are true and correct and further make the agreements set forth herein.

ARTICLE III FUNDING

Section 3.01. Bonds.

(a) The City, in connection with this Agreement, is proceeding with the issuance and delivery of the Bonds.

(b) Subject to the Cost Overrun provisions set forth in the Development Agreement and Section 4.04 of this Agreement, the Bonds will finance a portion of the Actual Costs of the Authorized Improvements as provided for in the Service and Assessment Plan, as may be updated or amended. The payment of costs from the proceeds of the Bonds for such Authorized Improvements shall be made from the Improvement Account of the Project Fund established under the Indenture.

(c) The City's obligation with respect to the payment of the Authorized Improvements shall be limited to the Budgeted Costs, and shall be payable solely from amounts on deposit for the payment of such costs as provided herein and in the Indenture. The Developer agrees and acknowledges that it is responsible for all Cost Overruns, Actual Costs and all expenses related to the Authorized Improvements, qualified, however, by the distribution of Cost Underrun (as defined in Section 4.04 hereof) monies, as detailed in Section 4.04.

(d) The City shall have no responsibility whatsoever to the Developer with respect to the investment of any funds held in the Project Fund by the Trustee under the provisions of the Indenture, including any loss of all or a portion of the principal invested or any penalty for liquidation of an investment. Any such loss may diminish the amounts available in the Project Fund to pay the Costs of the Authorized Improvements in the District, including the Developer to

the extent it owns any real property in the District. The Developer's, or any other owners of property in the District, obligation to pay Assessments is not in any way dependent on the availability of amounts in the Project Fund to pay for all or any portion of the Costs of the Authorized Improvements.

(e) The Developer acknowledges that any lack of availability of amounts in the funds or accounts established in the Indenture to pay the Costs of the Authorized Improvements shall in no way diminish any obligation of the Developer with respect to the construction of or contributions for the Authorized Improvements required by this Agreement, the Development Agreement, or any other agreement to which the Developer is a party or any governmental approval to which the Developer or any land within the District is subject.

Section 3.02. Disbursements and Transfers at Bond Closing.

(a) The City and the Developer agree that from the proceeds of the Bonds and upon the presentation of evidence satisfactory to the City, the City will cause the Trustee to pay at closing of the Bonds from the Cost of Issuance Account of the Project Fund and/or the Improvement Account of the Project Fund, an amount not to exceed \$ [REDACTED] to the persons entitled to the payment for costs of issuance and payment of costs incurred in the establishment, administration, and operation of the District as of the delivery of the Bonds, as described in the Service and Assessment Plan, as may be updated and amended.

Section 3.03 Accounts. There shall be three accounts administered by the Trustee, at the direction of the City Representative:

(a) The Improvement Account of the Project Fund. Proceeds from the issuance and sale of the Bonds attributable to the Authorized Improvements shall be deposited into the Improvement Account of the Project Fund in the amount shown in the Indenture.

(b) The Developer Improvement Account of the Project Fund. On the Closing Date and pursuant to the terms of the Reimbursement Agreement, the Developer shall make an initial deposit to the Developer Improvement Account of the Project Fund in the amount shown in the Indenture.

(c) The Tax Increment Account of the Tax Increment Fund. This account shall receive the annual tax increment, if collected, generated by properties within the TIR [REDACTED] (as defined in the Indenture), and the City shall distribute or credit, or shall cause to be distributed or credited, such amounts in accordance with the Project and Finance Plan for the City of Celina Tax Increment Reinvestment [REDACTED] One No. Nine.

Section 3.04. Security for the Authorized Improvements. Prior to completion and conveyance to the City of an Authorized Improvement, the Developer or the Developer's contractor shall provide to the City a maintenance bond in the amount of 100% of each Authorized Improvement, which maintenance bond shall be for a term of two years from the date of final acceptance of the Authorized Improvement in accordance with City Ordinance and state law. Any

surety company through which a bond is written shall be a Texas-domestic surety company duly authorized to do business in the State of Texas, provided that the City, through the City Attorney, shall retain the right to reject any surety company as a surety for any work hereunder regardless of such company's authorization to do business in Texas. The Developer shall construct or cause to be constructed Authorized Improvements in accordance with the City's established ordinances, regulations, policies, procedures, specifications, and the Development Agreement. Prior to City accepting any Authorized Improvement and/or approving a final disbursement for an Authorized Improvement, the Developer shall provide an "all bills paid/no liens" affidavit, in the form provided by the City and shall also provide such supporting documentation as required by the City, that affirms that all invoices and bills were paid for the Authorized Improvement.

ARTICLE IV

CONSTRUCTION OF AUTHORIZED IMPROVEMENTS

Section 4.01. Duty of Developer to Construct.

(a) All Authorized Improvements shall be constructed by or at the direction of the Developer in accordance with the Plans and in accordance with this Agreement and the Development Agreement. The Developer shall perform, or cause to be performed, all of its obligations and shall conduct, or cause to be conducted, all operations with respect to the construction of Authorized Improvements in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. The Developer shall employ at all times adequate staff or consultants with the requisite experience necessary to administer and coordinate all work related to the design, engineering, acquisition, construction and installation of all Authorized Improvements, to be acquired and accepted by the City from the Developer as provided in this Agreement.

(b) The Developer shall not be relieved of its obligation to construct or cause to be constructed each Authorized Improvement and, upon completion, inspection, and acceptance, convey each such Authorized Improvement to the City in accordance with the terms hereof, even if there are insufficient funds in the Project Fund to pay the Actual Costs thereof. In any event, this Agreement shall not affect any obligation of the Developer under any other agreement to which the Developer is a party or any governmental approval to which the Developer or any land within the District is subject, with respect to the Authorized Improvements required in connection with the development of the land within the District.

Section 4.02. No Competitive Bidding. The Authorized Improvements shall not require competitive bidding pursuant to Section 252.022(a)(9) of the Texas Local Government Code, as amended.

Section 4.03. Independent Contractor. In performing this Agreement, the Developer is an independent contractor and not the agent or employee of the City with respect to the Authorized Improvements.

Section 4.04. Remaining Funds After Completion of an Authorized Improvement. Upon the Final Completion of an Authorized Improvement and payment of all outstanding invoices for such Authorized Improvement, if the Actual Cost of such Authorized Improvement is less than the Budgeted Cost (a “Cost Underrun”), any remaining Budgeted Cost may be made available to pay Cost Overruns on any other Authorized Improvement. The City shall promptly confirm to the Administrator that such remaining amounts are available to pay such Cost Overruns, and the Developer, the Administrator and the City Representative will agree how to use such moneys to secure the payment and performance of the work for other Authorized Improvements. Any Cost Underrun for any Authorized Improvement is available to pay Cost Overruns on any other Authorized Improvement.

Section 4.05. Contracts and Change Orders. The Developer shall be responsible for entering into all contracts and any supplemental agreements (herein referred to as “change orders”) required for the construction of the Authorized Improvements. Developer or its contractors may approve and implement any change orders, even if such change order would increase the Cost of an Authorized Improvement, but the Developer shall be solely responsible for payment of any Cost Overruns resulting from such change orders except to the extent amounts are available pursuant to Section 4.04. If any change order is for work that requires changes to be made by an engineer to the construction and design documents and plans previously approved under Section 4.01, then such revisions made by an engineer must be submitted to the City for approval by the City’s engineer prior to execution of the change order.

ARTICLE V ACQUISITION, CONSTRUCTION, AND PAYMENT

Section 5.01. Payment Requests for Disbursements at Closing. In order to receive the disbursement from the Cost of Issuance Account of the Project Fund and/or from the Improvement Account of the Project Fund at closing of the Bonds described in Section 3.02, the Developer shall execute a Closing Disbursement Request, substantially in the form of E-1A hereto or otherwise acceptable and agreed to by the City, to be delivered to the City no less than five (5) business days prior to the scheduled Closing Date for the Bonds for payment in accordance with the provisions of the Indenture. In order to receive the disbursement for an Authorized Improvement from the Improvement Account of the Project Fund, the Developer shall execute a Certification for Payment, substantially in the form of E-1B hereto or otherwise agreed to by the City, to be delivered to the City no later than five (5) business days prior to the scheduled Closing Date for the Bonds for payment in accordance with the provisions of the Indenture. Upon approval by the City, the City shall submit a Closing Disbursement Request or a Certification for

Payment, as applicable, to the Trustee for disbursement to be made from the Improvement Account of the Project Fund, as applicable, upon closing of the Bonds.

Section 5.02. Certification for Payment for an Authorized Improvement.

(a) No payment hereunder shall be made from the Project Fund to the Developer for work on an Authorized Improvement until a monthly Certification for Payment is received from the Developer. Upon receipt of a Certification for Payment substantially in the form of **E** ☐ ☐ ☐ ☐ **B** hereto (and all accompanying documentation executed by the City) from the Developer, the Inspector shall conduct a review in order to confirm that such request is complete, that the work with respect to such Authorized Improvement identified therein for which payment is requested was completed in accordance with all applicable governmental laws, rules and regulations and applicable Plans therefor and with the terms of this Agreement, the Development Agreement, and to verify and approve the Actual Cost of such work specified in such Certification for Payment (collectively, the “Developer Compliance Requirements”). The Inspector and/or the City Representative shall also conduct such review as is required in his discretion to confirm the matters certified in the Certification for Payment. The Developer agrees to cooperate with the Inspector and/or City Representative in conducting each such review and to provide the Inspector and/or City Representative with such additional information and documentation as is reasonably necessary for the Inspector to conclude each such review.

(b) Within fifteen (15) business days of receipt of any Certification for Payment, the Inspector shall either (i) approve and execute the Certification for Payment and forward the same to the Administrator for approval and delivery to the Trustee for payment to the Developer in accordance with Section 5.03(a) hereof or (ii) in the event the Inspector disapproves the Certification for Payment, give written notification to the Developer of the Inspector’s disapproval, in whole or in part, of such Certification for Payment, specifying the reasons for such disapproval and the additional requirements to be satisfied for approval of such Certification for Payment. If a Certification for Payment seeking reimbursement is approved only in part, the Inspector shall specify the extent to which the Certification for Payment is approved and shall deliver such partially approved Certification for Payment to the Administrator for approval in accordance with Section 5.03 hereof and delivery to the Developer in accordance with Section 5.02(c) hereof, and any such partial work shall be processed for payment under Section 5.03 notwithstanding such partial denial.

(c) If the Inspector fails to act with respect to a Certification for Payment within the time period therein provided, the Developer shall submit the Certification for Payment directly to the City Representative for approval. Within five (5) business days of receipt of any Certification for Payment, the City Representative shall approve or deny the Certification for Payment, and provide notice to the Administrator and Developer. Upon approval of a Certification for Payment, the approval shall be forwarded to the Trustee for payment, and delivery to the Developer in

accordance with Section 5.03 hereof. The approval of the Certification for Payment by the City Representative shall constitute a representation by the City Representative to the Trustee of the Developer's compliance therein. Pursuant to the terms of Section 5.03 and the Indenture, the Trustee shall make a payment to the Developer, or pursuant to the Developer's directions, of an approved Certification for Payment.

(d) If the City Representative denies the Certification for Payment, the denial must be in writing, stating the reason(s) for denial. The denial may be appealed to the City Council by the Developer in writing within thirty (30) days of being denied by the City Representative. Denial of the Certification for Payment by the City Council shall be attempted to be resolved by half-day mediation between the parties in the event an agreement is not otherwise reached by the parties, with the mediator's fee being paid by Developer. The portion of the Certification for Payment in dispute shall not be forwarded to the Trustee for payment until the dispute is resolved by the City and the Developer.

(e) The Developer shall deliver the approved or partially approved Certification for Payment to the Trustee for payment and the Trustee shall make such payment from the Project Fund in accordance with Section 5.03 below.

Section 5.03. Payment for an Authorized Improvement.

(a) Upon receipt of a reviewed and approved Certification for Payment, the Trustee shall make payment from the following funds: (1) first from the Developer Improvement Account of the Project Fund; then (2) the Improvement Account of the Project Fund as designated in the Certification for Payment pursuant to the terms of the Certification for Payment and the Indenture in an amount not to exceed the Budgeted Cost for the particular Authorized Improvement (or its completed segment), unless a Cost Overrun amount has been approved for a particular Authorized Improvement. If a Cost Overrun amount has been approved, then the amount reimbursed shall not exceed the Budgeted Amount plus the approved Cost Overrun amount.

(b) Approved Certifications for Payment that await reimbursement shall not accrue interest.

(c) Notwithstanding any other provisions of this Agreement, when payment is made, the Trustee shall make payment directly to the general contractor or supplier of materials or services or jointly to Developer (or any permitted assignee of such Developer) and the general contractor or supplier of materials or services, as indicated in an approved Certification for Payment, out of available funds in the Project Fund. If the request for payment results in ninety percent (90%) or more of the Budgeted Costs for such Authorized Improvement identified in such request for payment being paid, then Trustee shall hold the payment until work with respect to that Authorized Improvement and has been completed and accepted by the City. If an unconditional lien release related to the items referenced in the Certification for Payment is attached to such Certification for Payment, the Trustee shall make such payment to the Developer or any permitted

assignee of the Developer. In the event the Developer provides a general contractor's or supplier of materials' unconditional lien release for a portion of the work covered by a Certification for Payment, the Trustee will make such payment directly to the Developer or any permitted assignee of the Developer to the extent of such lien release.

(d) Withholding Payments.

Nothing in this Agreement shall be deemed to prohibit the Developer or the City from contesting in good faith the validity or amount of any mechanics or materialman's lien and/or judgment nor limit the remedies available to the Developer or the City with respect thereto, including the withholding of any payment that may be associated with the exercise of such remedy, so long as such delay in performance shall not subject the Authorized Improvement to foreclosure, forfeiture, or sale. In the event that any such mechanics or materialman's lien and/or judgment with respect to any Authorized Improvements is contested, the Developer shall post or cause delivery of a surety bond in the amount determined by the City or City may decline to accept the Authorized Improvements until such mechanics or materialman's lien and/or judgment is satisfied.

ARTICLE VI

O ☐ NERSHIP AND TRANSFER OF AUTHORI ☐ ED IMPROVEMENT

Section 6.01. Authorized Improvement to be Owned by the City ☐ Title Evidence. The Developer shall furnish to the City a preliminary title report for land with respect to an Authorized Improvement to be acquired and accepted by the City from the Developer and not previously dedicated or otherwise conveyed to the City, for review and approval at least thirty (30) calendar days prior to the transfer of title of an Authorized Improvement to the City. The City shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City, could materially affect the City's clean title or use and enjoyment of any part of the property or easement covered by the preliminary title report. In the event the City does not approve the preliminary title report, the City shall not be obligated to accept title to the Authorized Improvement until the Developer has cured such objections to title to the satisfaction of the City.

Section 6.02. Authorized Improvement on City Land or Developer Land. If the Authorized Improvement is on land owned by the City, the City hereby grants to the Developer, where applicable, a license to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Authorized Improvement. The provisions for inspection and acceptance of such Authorized Improvement otherwise provided herein shall apply. If the Authorized Improvement is on land owned by the Developer, the Developer hereby grants to the City an easement to enter upon such land for purposes related to inspection and maintenance (pending acquisition and acceptance) of the Authorized Improvement. The provisions for inspection and acceptance of such Authorized Improvement otherwise provided herein shall apply.

ARTICLE VII REPRESENTATIONS, ☐ WARRANTIES AND COVENANTS

Section 7.01. Representations, Covenants and Warranties of the Developer. The Developer represents and warrants for the benefit of the City as follows:

(a) Organization. The Developer consists of one limited liability company duly formed, organized and validly existing under the laws of the State of Texas, is in compliance with the laws of the State of Texas, and has the power and authority to own its properties and assets and to fulfill its obligations in this Agreement and the Development Agreement and to carry on its business in the State of Texas as now being conducted as hereby contemplated.

(b) Authority. The Developer has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered by the Developer.

(c) Binding Obligation. This Agreement is a legal, valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms, subject to bankruptcy and other equitable principles.

(d) Compliance with Law. The Developer shall not commit, suffer or permit any act to be done in, upon or to the lands in the District or the Authorized Improvements in violation of any law, ordinance, rule, regulation or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting the lands in the District or the Authorized Improvements.

(e) Requests for Payment. The Developer represents and warrants that (i) it will not request payment from the Project Fund for the acquisition construction or installation of any improvements that are not part of the Authorized Improvements, and (ii) it will diligently follow all procedures set forth in this Agreement with respect to the Certification for Payments.

(f) Financial Records. For a period of two years after completion of the Authorized Improvements, the Developer covenants to maintain proper books of record and account for the construction of the Authorized Improvements and all Costs related thereto. Such accounting books shall be maintained in accordance with generally accepted accounting principles, and shall be available for inspection by the City or its agents at any reasonable time during regular business hours on reasonable notice.

(g) Plans. The Developer represents that it has obtained or will obtain approval of the Plans from all appropriate departments of the City and from any other public entity or public utility from which such approval must be obtained. The Developer further agrees that, subject to the terms hereof, the Authorized Improvements have been or will be constructed in full compliance with such Plans and any change orders thereto consistent with the Act, this Agreement and the

Development Agreement. Developer shall provide as-built plans for all Authorized Improvements to the City.

(h) Additional Information. The Developer agrees to cooperate with all reasonable written requests for nonproprietary information by the initial purchaser of the Bonds, the Inspector and the City Representative related to the status of construction of Authorized Improvements within the District, the anticipated completion dates for future improvements and any other matter that the initial purchaser of the Bonds or City Representative deems material to the investment quality of the Bonds.

(i) Continuing Disclosure Agreement. The Developer agrees to provide the information required pursuant to the Continuing Disclosure Agreement executed by the Developer in connection with the Bonds.

(j) Tax Certificate. The City will deliver a certificate relating to the Bonds (such certificate, as it may be amended and supplemented from time to time, being referred to herein as the "Tax Certificate") containing covenants and agreements designed to satisfy the requirements of 26 U.S. Code Sections 103 and 141 through 150, inclusive, and the federal income tax regulations issued thereunder relating to the use of the proceeds of the Bonds or of any monies, securities or other obligations on deposit to the credit of any of the funds and accounts created by the Indenture or this Agreement or otherwise that may be deemed to be proceeds of the Bonds within the meaning of 26 U.S. Code Section 148 (collectively, "Bond Proceeds").

The Developer covenants to provide, or cause to be provided, such facts and estimates as the City reasonably considers necessary to enable it to execute and deliver its Tax Certificate. The Developer further covenants that (i) such facts and estimates will be based on its reasonable expectations on the date of issuance of the Bonds and will be, to the best of the knowledge of the officers of the Developer providing such facts and estimates, true, correct and complete as of that date, and (ii) the Developer will make reasonable inquiries to ensure such truth, correctness and completeness. The Developer covenants that it will not make, or (to the extent that it exercises control or direction) permit to be made, any use or investment of the Bond Proceeds (including, but not limited to, the use of the Authorized Improvements) that would cause any of the covenants or agreements of the City contained in the Tax Certificate to be violated or that would otherwise have an adverse effect on the tax-exempt status of the interest payable on the Bonds for federal income tax purposes.

(k) Financial Resources. The Developer represents and warrants that it has the financial resources, or the ability to obtain sufficient financial resources, to meet its obligations under this Agreement, the Service and Assessment Plan and the Development Agreement.

Section 7.02. Indemnification and Hold Harmless. THE DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS THE INSPECTOR, THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN

“INDEMNIFIED PARTY”), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE DEVELOPER; (II) THE NEGLIGENT DESIGN, ENGINEERING, AND/OR CONSTRUCTION BY THE DEVELOPER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE DEVELOPER OF ANY OF THE AUTHORIZED IMPROVEMENTS ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER’S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION OF THE AUTHORIZED IMPROVEMENTS;; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE AUTHORIZED IMPROVEMENTS; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER’S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES AND/OR TRUSTEES, REGARDING OR RELATED TO THE AUTHORIZED IMPROVEMENTS OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE AUTHORIZED IMPROVEMENTS, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE SOLE OR PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE “CLAIMS”). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OF ANY INDEMNIFIED PARTY, DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE.

IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER’S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER’S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES, PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN

SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND DEVELOPER SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES.

THIS SECTION 7.02 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST, AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.

Section 7.03. Use of Monies by City; Changes to Indenture. The City agrees not to take any action or direct the Trustee to take any action to expend, disburse or encumber the monies held in the Project Fund and any monies to be transferred thereto for any purpose other than the purposes permitted by the Indenture. Prior to the acceptance of all the Authorized Improvements, the City agrees not to modify or supplement the Indenture without the approval of the Developer if as a result or as a consequence of such modification or supplement: (a) the amount of monies that would otherwise have been available under the Indenture for disbursement for the Costs of the Authorized Improvements is reduced, delayed or deferred, (b) the obligations or liabilities of the Developer are or may be substantially increased or otherwise adversely affected in any manner, or (c) the rights of the Developer are or may be modified, limited, restricted or otherwise substantially adversely affected in any manner.

Section 7.04. No Reduction of Assessments. The Developer agrees not to take any action or actions to reduce the total amount of such Assessments to be levied as of the effective date of this Agreement.

ARTICLE VIII TERMINATION

Section 8.01. Mutual Consent. This Agreement may be terminated by the mutual, written consent of the City and the Developer, in which event the City may either execute contracts for or perform any remaining work related to the Authorized Improvements not accepted by the City or other appropriate entity and use all or any portion of funds on deposit in the Project Fund or other amounts transferred to the Project Fund under the terms of the Indenture to pay for same, and the Developer shall have no claim or right to any further payments for the Costs of an Authorized Improvement hereunder, except as otherwise may be provided in such written consent.

Section 8.02. City's Election for Cause.

(a) The City, upon notice to Developer and the passage of the cure period identified in subsection (b) below, may terminate this Agreement, without the consent of the Developer if the Developer shall breach any material covenant or default in the performance of any material obligation hereunder.

(b) If any such event described in Section 8.02(a) occurs, the City shall give written notice of its knowledge of such event to the Developer, and the Developer agrees to promptly meet and confer with the Inspector and other appropriate City staff and consultants as to options available to assure timely completion, subject to the terms of this Agreement, of the Authorized Improvements. Such options may include, but not be limited to, the termination of this Agreement by the City. If the City elects to terminate this Agreement, the City shall first notify the Developer (and any mortgagee or trust deed beneficiary specified in writing by the Developer to the City to receive such notice) of the grounds for such termination and allow the Developer a minimum of 45 days to eliminate or to mitigate to the satisfaction of the City the grounds for such termination. Such period may be extended, at the sole discretion of the City, if the Developer, to the reasonable satisfaction of the City, is proceeding with diligence to eliminate or mitigate such grounds for termination. If at the end of such period (and any extension thereof), as determined reasonably by the City, the Developer has not eliminated or completely mitigated such grounds to the satisfaction of the City, the City may then terminate this Agreement. In the event of the termination of this Agreement, the Developer is entitled to payment for work accepted by the City related to an Authorized Improvement only as provided for under the terms of the Indenture and this Agreement prior to the termination date of this Agreement. Notwithstanding the foregoing, so long as the Developer has breached any material covenant or defaulted in the performance of any material obligation hereunder, notice of which has been given by the City to the Developer, and such event has not been cured or otherwise eliminated by the Developer, the City may in its discretion cause the Trustee to cease making payments for the Actual Costs of Authorized Improvements, provided that the Developer shall receive payment of the Actual Costs of any Authorized Improvements that were accepted by the City at the time of the occurrence of such breach or default by the Developer upon submission of the documents and compliance with the other applicable requirements of this Agreement.

(c) If this Agreement is terminated by the City for cause, the City may either execute contracts for or perform any remaining work related to the Authorized Improvements not accepted by the City and use all or any portion of the funds on deposit in the Project Fund or other amounts transferred to the Project Fund and the Developer shall have no claim or right to any further payments for the Authorized Improvements hereunder, except as otherwise may be provided upon the mutual written consent of the City and the Developer or as provided for in the Reimbursement Agreement. The City shall have no obligation to perform any work related to an Authorized Improvement or to incur any expense or cost in excess of the remaining balance of the Project Fund.

Section 8.03. Termination Upon Redemption or Defeasance of Bonds. This Agreement will terminate automatically and with no further action by the City or the Developer upon the redemption or defeasance of all outstanding Bonds issued under the Indenture.

Section 8.04. Construction of the Authorized Improvements Upon Termination of this Agreement. Notwithstanding anything to the contrary contained herein, upon the termination of this Agreement pursuant to this Article VIII, the Developer shall perform its obligations with respect to the Authorized Improvements in accordance with this Agreement and the Development Agreement.

Section 8.05. Force Majeure. Whenever performance is required of a party hereunder, that party shall use all due diligence and take all necessary measures in good faith to perform, but if completion of performance is delayed by reasons of floods, earthquakes or other acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, damage to work in progress by casualty or by other cause beyond the reasonable control of the party (financial inability excepted) (“Force Majeure”), then the specified time for performance shall be extended by the amount of the delay actually so caused. The extension of time to perform allowed by this Section 8.05 shall not apply unless, upon the occurrence of an event of Force Majeure, the party needing additional time to perform notifies the other party of the event of Force Majeure and the amount of additional time reasonably required within ten (10) business days of the occurrence of the event of Force Majeure.

ARTICLE IX MISCELLANEOUS

Section 9.01. Limited Liability of City. The Developer agrees that any and all obligations of the City arising out of or related to this Agreement are special obligations of the City, and the City’s obligations to make any payments hereunder are restricted entirely to the moneys, if any, in the Project Fund and from no other source. Neither the City, the Inspector, City Representative nor any other City employee, officer, official or agent shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of their actions hereunder or execution hereof.

Section 9.02. Audit. The Inspector, City Representative or a finance officer of the City shall have the right, during normal business hours and upon the giving of three business days’ prior written notice to a Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer with respect to any of the Authorized Improvements and any bids taken or received for the construction thereof or materials therefor.

Section 9.03. Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or transmitted by telecopy or facsimile transmission (which shall be

immediately confirmed by telephone and shall be followed by mailing an original of the same within 24 hours after such transmission) or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:	Attn: City Manager City of Celina, Texas 142 N. Ohio Celina, Texas 75009
With a copy to:	Attn: Julie Fort Messer, Rockefeller □ Fort, PLLC 6371 Preston Road, Suite 200 Frisco, T□ 75034
And to:	Attn: Bond Counsel Robert Dransfield Norton Rose Fulbright US LLP 2200 Ross Avenue, Suite 3600 Dallas, Texas 75201
To the Owner:	Attn: Mehrdad Moayedi CADG Celina 156 LLC 1800 Valley View Lane, Suite 300 Farmers Branch, Texas 75234
With a copy to:	Attn: Robert Romo CADG Celina 156, LLC 1800 Valley View Lane, Suite 300 Farmers Branch, Texas 75234
And to:	Attn: J. Prabha Cinclair Miklos Law, PLLC 1800 Valley View Lane, Suite 360 Farmers Branch, Texas 75234

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

The City shall advise the Developer of the name and address of any Inspector who is to receive any notice or other communication pursuant to this Agreement.

Section 9.04. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent possible.

Section 9.05. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. Any receivables due under this

Agreement may be assigned by the Developer without the consent of, but upon written notice to the City pursuant to Section 9.03 of this Agreement. The obligations, requirements, or covenants of this Agreement shall be able to be assigned to an affiliate or related entity of the Developer, or any lien holder on the Property, without prior written consent of the City. The obligations, requirements, or covenants of this Agreement shall not be assigned by the Developer to a non-affiliate or non-related entity of the Developer without prior written consent of the City Manager, except pursuant to a collateral assignment to any person or entity providing construction financing to the Developer for the Developer for an Authorized Improvement, provided such person or entity expressly agrees to assume all obligations of the Developer hereunder if there is a default under such financing and such Person elects to complete the Authorized Improvement. No such assignment shall be made by the Developer or any successor or assignee of the Developer that results in the City being an “obligated person” within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission without the express written consent of the City. In connection with any consent of the City, the City may condition its consent upon the acceptability of the financial condition of the proposed assignee, upon the assignee’s express assumption of all obligations of the Developer hereunder and/or upon any other reasonable factor which the City deems relevant in the circumstances. In any event, any such assignment shall be in writing, shall clearly identify the scope of the rights and/or obligations assigned. The City may assign by a separate writing certain rights as described in this Agreement and in the Indenture, to the Trustee and the Developer hereby consents to such assignment.

Section 9.06. Other Agreements. The obligations of the Developer hereunder shall be those of a party hereto and not as an owner of property in the District. Nothing herein shall be construed as affecting the City’s or the Developer’s rights or duties to perform their respective obligations under other agreements, use regulations, ordinances or subdivision requirements relating to the development of the lands in the District, including the applicable Construction Contracts and the Development Agreement. To the extent there is a conflict between this Agreement and the Development Agreement, the Development Agreement shall control. To the extent there is a conflict between this Agreement and the Indenture, the Indenture shall control. To the extent there is a conflict between this Agreement and the Development Agreement, this Agreement shall control.

Section 9.07. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by any other party, or the failure by a party to exercise its rights upon the default of any other party, shall not constitute a waiver of such party’s right to insist and demand strict compliance by such other party with the terms of this Agreement thereafter.

Section 9.08. Merger. No other agreement, statement or promise made by any party or any employee, officer or agent of any party with respect to any matters covered hereby that is not in writing and signed by all the parties to this Agreement shall be binding.

Section 9.09. Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Developer any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations hereof, and all covenants, conditions, promises and agreements in this Agreement contained by or on behalf of the City or the Developer shall be for the sole and exclusive benefit of the City and the Developer.

Section 9.10. Amendment. Except as otherwise provided in Section 9.05, upon agreement by the parties, this Agreement may be amended, from time to time in a manner consistent with the Act, the Indenture, and the Bond Ordinance by written supplement hereto and executed in counterparts, each of which shall be deemed an original.

Section 9.11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 9.12. Effective Date. This Agreement has been dated as of the date first above written solely for the purpose of convenience of reference and shall become effective upon its execution and delivery, on the Closing Date of the Bonds, by the parties hereto. All representations and warranties set forth therein shall be deemed to have been made on the Closing Date of the Bonds.

Section 9.13 No Waiver of Powers or Immunity. The City does not waive or surrender any of its governmental powers, immunities, or rights except as necessary to allow Developer to enforce its remedies under this Agreement.

[Execution pages follow.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of _____, 2018.

CITY OF CELINA, TEXAS

By: _____
 Name: Chad Anderson
 Title: Mayor Pro Tem

ATTEST:

 Name: Vicki Faulkner
 Title: City Secretary

(City Seal)

APPROVED AS TO FORM

 Name: Julie Fort, Messer, Rockefeller □ Fort, PLLC
 Title: Attorney for the City

Attachment: Celina - The Columns PID 2018 - Bond Ordinance (3-28) ATTACHMENTS ADDED (The Columns Bond Ordinance)

DEVELOPER:

CADG Celina Outer Loop, LLC,
a Texas limited liability company

By: CADG Holdings, LLC,
a Texas limited liability company
Its Sole Member

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayed
Its: Manager

E X H I B I T A**FORM OF CLOSING DISBURSEMENT REQUEST**

The undersigned is an agent for CADG Celina Outer Loop, LLC, (the “Developer”) and requests payment from:

the Cost of Issuance Account of the Project Fund the Improvement Account of the Project Fund (as defined in The Columns Public Improvement District Construction, Funding, and Acquisition Agreement) from _____, (the “Trustee”) in the amount of _____ DOLLARS (\$_____) for costs incurred in the establishment, administration, and operation of The Columns Public Improvement District (the “District”), as follows:

C _____ C _____ D _____	C _____	PID A _____ C _____
TOTAL		

In connection to the above referenced payments, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Closing Disbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the above referenced establishment, administration, and operation of the District at the time of the delivery of the Bonds has not been the subject of any prior payment request submitted to the City.
3. The amount listed for the below itemized costs is a true and accurate representation of the Actual Costs incurred by Developer with the establishment of the District at the time of the delivery of the Bonds, and such costs are in compliance with the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of The Columns Public Improvement District Construction, Funding, and Acquisition Agreement, the Indenture, and the Service and Assessment Plan.
5. All conditions set forth in the Indenture (as defined in The Columns Public Improvement District Construction, Funding, and Acquisition Agreement) for the payment hereby requested have been satisfied.

6. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

P

- a. ☐ amount to Person or Account Y for ☐ goods or services.
- b. Etc.

I hereby declare that the above representations and warranties are true and correct.

CADG CELINA OUTER LOOP, LLC

By: _____

Name: _____

Title: _____

Date: _____

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Closing Disbursement Request. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and shall include said payments in the City Certificate submitted to the Trustee directing payments to be made from the Cost of Issuance Account of the Project Fund, and/or the Improvement Account of the Project Fund, as applicable, upon delivery of the Bonds. The City's approval of the Closing Disbursement Request shall not have the effect of estopping or preventing the City from asserting claims under The Columns Public Improvement District Construction, Funding and Acquisition Agreement, the Indenture, the Service and Assessment Plan, any other agreement between the parties or that there is a defect in an Authorized Improvement.

CITY OF CELINA, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

Attachment: Celina - The Columns PID 2018 - Bond Ordinance (3-28) ATTACHMENTS ADDED (The Columns Bond Ordinance)

E**CERTIFICATION FOR PAYMENT FORM AUTHORIZED IMPROVEMENT**

The undersigned is a lawfully authorized representative for CADG Celina Outer Loop, LLC, (the “Developer”) and requests payment from the applicable account of the Project Fund (as defined in The Columns Public Improvement District Construction, Funding, and Acquisition Agreement) from the City of Celina, Texas (the “City”) in the amount of _____ for labor, materials, fees, and/or other general costs related to the construction and installation of the following Authorized Improvements related to The Columns Public Improvement District (the “Authorized Improvements”):

[insert specific Authorized Improvement this request is for here]

Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in The Columns Public Improvement District Construction, Funding, and Acquisition Agreement.

In connection to the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certification for Payment Form on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the below referenced Authorized Improvement(s) has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.
3. The itemized amounts listed for the Authorized Improvement(s) below is a true and accurate representation of the Actual Costs incurred by Developer with the construction and installation of said Authorized Improvement(s) identified above, and such costs (i) are in compliance with The Columns Public Improvement District Construction, Funding and Acquisition Agreement, and (ii) are consistent with the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of The Columns Public Improvement District Construction, Funding and Acquisition Agreement, the Indenture, and the Service and Assessment Plan.
5. All conditions set forth in the Indenture (as defined in The Columns Public Improvement District Construction, Funding and Acquisition Agreement) for the payment hereby requested have been satisfied.
6. The work with respect to the Authorized Improvement(s) identified above (or its completed segment, portion or segment) has been completed and the City has inspected the

7. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

P ☐ D ☐ A ☐ I ☐	T ☐ C ☐ A ☐ I ☐	B ☐ C ☐ A ☐ I ☐	A ☐ P ☐ F ☐

Pursuant to The Columns Public Improvement District Construction, Funding and Acquisition Agreement, after receiving this Payment Request, the City is authorized to inspect the Authorized Improvement (or completed segment, portion or segment) and confirm that said work has been completed in accordance with all applicable governmental laws, rules, and Plans.

CADG CELINA OUTER LOOP, LLC

Date: _____

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Certification for Payment. After reviewing the Certification for Payment, the City approves the Certification for Payment and shall include said payments in the City Certificate submitted to the Trustee directing payments to be made from appropriate Project Fund account. The City's approval of the Certification for Payment shall not have the effect of estopping or preventing the City from asserting claims under The Columns Public Improvement District Construction, Funding and Acquisition Agreement, the Indenture, the Service and Assessment Plan, any other agreement between the parties or that there is a defect in the Authorized Improvements.

CITY OF CELINA, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

Attachment: Celina - The Columns PID 2018 - Bond Ordinance (3-28) ATTACHMENTS ADDED (The Columns Bond Ordinance)



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Paul DeBuff, Assistant to the City Manager
CC: Jason Laumer, City Manager
Date: April 10, 2018
Re: The Columns PID Bond Levy & Assessment

Action Requested:

Consider and act upon an ordinance of the City Council of the City of Celina, Texas, accepting and approving a Service and Assessment Plan and Assessment Roll for The Columns Public Improvement District; making a finding of Special Benefit to the property in the District, levying special assessments against property within the District and establishing a lien on such property; providing for the method of assessment and the payment of the Assessments, in accordance with Chapter 372, Texas Local Government Code, as amended; and providing penalties and interest on delinquent assessments. (The Columns SAP & Levy) (DeBuff)

Background Information:

This item approves the final Service and Assessment Plan, and levies special assessments against property in The Columns Public Improvement District.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

This ordinance has been reviewed by the City Attorney

Supporting Documents:

- Assessment Ordinance
- Service and Assessment Plan

Staff Recommendation:

Staff recommends approval.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS ACCEPTING AND APPROVING A SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE COLUMNS PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE SPECIAL ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 29, 2017, a petition was submitted and filed with the City Secretary (the "City Secretary") of the City of Celina, Texas (the "City") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"), requesting the creation of a public improvement district within the City; and

WHEREAS, the petition satisfied the requirements of the PID Act because it contained the signatures of: (1) the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of Collin Central Appraisal District, and (2) the record owners of real property liable for assessment who (A) constitute more than fifty percent of all record owners of property that is liable for assessment under the proposal, or (B) own taxable real property that constitutes more than fifty percent of the area of all taxable property within the District that is liable for assessment; and

WHEREAS, on November 14, 2017, after due notice, the City Council of the City (the "City Council") held a public hearing in the manner required by law on the advisability of the public improvements and services described in the petition as required by Section 372.009 of the PID Act and made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2017-203R (the "Authorization Resolution") adopted by a majority of the members of the City Council, authorized and created The Columns Public Improvement District (the "District") in accordance with its finding as to the advisability of the authorized improvements relating to the District (the "Authorized Improvements"); and

WHEREAS, the City published the Authorization Resolution as required by law; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary, within 20 days after the date of publication; and

WHEREAS, on December 12, 2017, the Council adopted a resolution accepting the preliminary service and assessment plan, including the proposed assessment roll, calling for a

public hearing to consider proposed assessments to be levied against assessable property within the District (the "Special Assessments"), authorizing and directing the City Secretary of the City to publish notice of a public hearing to consider the levying of the Special Assessments against the property within the District (the "Levy and Assessment Hearing"), authorizing and directing the mailing of notice of the Levy and Assessment Hearing to owners of property liable for assessment, and directing related action; and

WHEREAS, on December 13, 2017, the City Secretary filed the Assessment Roll (as defined herein) specified in the preliminary service and assessment plan and made the same available for public inspection; and

WHEREAS, the City Secretary, pursuant to Section 372.016(b) of the PID Act, published notice of the Levy and Assessment Hearing on December 22, 2017 in *The Celina Record*, a newspaper of general circulation in the City; and

WHEREAS, the City Secretary, pursuant to Section 372.016(c) of the PID Act, mailed the notice of the Levy and Assessment Hearing to the last known address of the owners of the property liable for the Special Assessments; and

WHEREAS, on February 13, 2018, the City Council convened the Levy and Assessment Hearing and recessed the Levy and Assessment Hearing until March 23, 2018, at which time, the hearing was continued until April 10, 2018; and

WHEREAS, on April 10, 2018, the City Council reconvened the Levy and Assessment Hearing and all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Assessment Roll, and the proposed Special Assessments, and to offer testimony pertinent to any issue presented on the amount of the Special Assessments, the allocation of the costs of the Authorized Improvements to be undertaken for the benefit of the District (the "Authorized Improvements"), the purposes of the Special Assessments, the special benefits of the Special Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Special Assessments; and

WHEREAS, the City Council finds and determines that the Assessment Roll and The Columns Public Improvement District Service and Assessment Plan, dated [April 10, 2018] substantially in the form attached hereto as **Exhibit A**, which final form shall be approved by the City Manager and the City's land use attorney prior to execution (the "Service and Assessment Plan"), and which is incorporated herein for all purposes, should be approved and that the Special Assessments for the Assessed Property (as defined in the Service and Assessment Plan) should be levied as provided in this Ordinance and the Service and Assessment Plan and the Assessment Roll attached thereto as Exhibit D (the "Assessment Roll"); and

WHEREAS, the City Council further finds that there were no objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of the costs of the Authorized Improvements as described in the Service and Assessment Plan,

the Assessment Roll, and the levy of the Special Assessments, all as described in the Service and Assessment Plan; and

WHEREAS, the owners (the “Landowners” or the “Assessed Parties”), or their representatives, of the majority of the privately-owned and taxable property located within the District, who are the persons to be assessed pursuant to this Ordinance, have indicated their approval and acceptance of the Service and Assessment Plan, the Assessment Roll, this Ordinance, the levy of the Special Assessments against their property located within the District, their agreement to pay the Special Assessments when due and payable and the filing of the Service and Assessment Plan and/or the Assessment Roll in the real property records of Collin County; and

WHEREAS, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the PID Act.

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

Section 1. Terms.

Terms not otherwise defined herein, including the preambles to this Ordinance, have the meanings ascribed thereto as set forth in the Service and Assessment Plan.

Section 2. Findings.

The findings and determinations set forth in the preambles hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section. The City Council hereby finds, determines, and ordains, as follows:

(a) The apportionment of the costs of the Authorized Improvements (as reflected in the Service and Assessment Plan, and the Administrative Expenses pursuant to the Service and Assessment Plan) is fair and reasonable, reflects an accurate presentation of the special benefit each assessed Parcel will receive from the construction of the Authorized Improvements identified in the Service and Assessment Plan, and is hereby approved;

(b) The Service and Assessment Plan covers a period of at least five years and defines the annual indebtedness and projected costs for the Authorized Improvements;

(c) The Service and Assessment Plan apportions the cost(s) of the Authorized Improvements to be assessed against the property in the District and such apportionment is made on the basis of special benefits accruing to the property because of the Authorized Improvements;

(d) All of the real property in the District which is being assessed in the amounts shown in the Assessment Roll will be benefited by the Authorized Improvements proposed to be constructed as described in the Service and Assessment Plan, and each assessed Parcel will receive special benefits in each year equal to or greater than each annual Special Assessments and will receive special benefits during the term of the Special Assessments equal to or greater than the total amount assessed;

(e) The method of apportionment of the costs of the Authorized Improvements and Administrative Expenses set forth in the Service and Assessment Plan results in imposing equal shares of the costs of the Authorized Improvements and Administrative Expenses on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the costs;

(f) The Service and Assessment Plan should be approved as the service plan and assessment plan for the District as described in Sections 372.013 and 372.014 of the PID Act;

(g) The Assessment Roll should be approved as the Assessment Roll for the District;

(h) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Special Assessments, interest on Annual Installments, interest and penalties on delinquent Special Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of Special Assessments should be approved and will expedite collection of the Special Assessments in a timely manner in order to provide the services and improvements needed and required for the area within the District; and

(i) A written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered, and formally acted upon.

Section 3. Service and Assessment Plan.

The Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the PID Act as the service plan and the assessment plan for the District.

Section 4. Assessment Roll.

The Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the PID Act as the Assessment Roll of the District.

Section 5. Levy and Payment of Special Assessments for Costs of the Authorized Improvements.

(a) The City Council hereby levies an assessment on each Parcel of property (excluding Non-Benefitted Property) located within the District, as shown and described in the Service and Assessment Plan and the Assessment Roll, in the respective amounts shown on the Assessment Roll, as a special assessment on the properties set forth in the Assessment Roll.

(b) The levy of the Special Assessments shall be effective on the date of execution of this Ordinance levying Special Assessments and strictly in accordance with the terms of the Service and Assessment Plan and the PID Act.

(c) The collection of the Special Assessments shall be as described in the Service and Assessment Plan and the PID Act.

(d) Each Special Assessment may be paid in a lump sum at any time or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Special Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan, as the same shall be updated from time to time including upon the issuance of PID Bonds (as defined therein).

(f) Each Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.

(g) The Administrative Expenses for Assessed Property shall be calculated pursuant to the terms of the Service and Assessment Plan.

Section 7. Method of Assessment.

The method of apportioning the costs of the Authorized Improvements and Administrative Expenses are set forth in the Service and Assessment Plan.

Section 8. Penalties and Interest on Delinquent Special Assessments.

Delinquent Special Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Service and Assessment Plan and as allowed by law.

Section 9. Prepayments of Special Assessments.

As provided in Section VI of the Service and Assessment Plan, the owner of any Assessed Property may prepay the Special Assessments levied by this Ordinance.

Section 10. Lien Priority.

The City Council and the Landowners intend for the obligations, covenants and burdens on the landowners of Assessed Property, including without limitation such Landowners'

obligations related to payment of the Special Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Special Assessments and the Annual Installments thereof which are levied hereby shall be binding upon the Assessed Parties, as the owners of Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. Special Assessments shall have lien priority as specified in the Service and Assessment Plan and the PID Act.

Section 11. Appointment of Administrator and Collector of Assessments.

(a) **Appointment of Administrator.**

MuniCap, Inc., is hereby appointed and designated as the initial Administrator of the Service and Assessment Plan and of Special Assessments levied by this Ordinance (the "Administrator"). The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such service shall constitute an Administrative Expense.

(b) **Appointment of Temporary Collector.**

The City's Director of Finance is hereby appointed and designated as the temporary collector of the Special Assessments (the "Collector"). The Collector shall serve in such capacity until such time as the City shall arrange for the Collector's duties to be performed by the Collin County Tax Assessor and Collector, or another qualified collection agent selected by the City .

Section 12. Applicability of Tax Code.

To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of Special Assessments by the City .

Section 13. Filing in Land Records. The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and/or the Assessment Roll, to be recorded in the real property records of Collin County, Texas. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council.

Section 14. Severability.

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity or any

other portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 15. Effective Date.

This Ordinance shall take effect, and the levy of the Special Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage and adoption hereof.

PASSED AND ADOPTED, this ____ day of _____, 2018

CITY OF CELINA, TEXAS

Mayor Pro Tem

ATTEST:

City Secretary

(City Seal)

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2018 by Chad Anderson and Vicki Faulkner, Mayor Pro Tem and City Secretary, respectively, of the City of Celina, Texas on behalf of said City .

(SEAL)

Notary Public, State of Texas

Attachment: Celina - The Columns PID 2018 - Assessment Ordinance (3-28) (The Columns PID Bond Levy & Assessment)

EXHIBIT A

Service and Assessment Plan

Attachment: Celina - The Columns PID 2018 - Assessment Ordinance (3-28) (The Columns PID Bond Levy & Assessment)

Draft

THE COLUMNS
PUBLIC IMPROVEMENT DISTRICT
SERVICE AND ASSESSMENT PLAN

MARCH 26, 2018

THE COLUMNS PUBLIC IMPROVEMENT DISTRICT

SERVICE AND ASSESSMENT PLAN

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List of Appendices

Appendix A	The PID Map
Appendix B	Estimated Costs of the Authorized Improvements
Appendix C	Diagrams of the Authorized Improvements
Appendix D	Assessment Roll

Section I PLAN DESCRIPTION AND DEFINED TERMS

A. Introduction

On November 14, 2017 (the “Creation Date”) the City Council (the “City Council”) of the City of Celina, Texas (the “City”) passed and approved Resolution No. 2017-203R approving and authorizing the creation of the Columns Public Improvement District (the “PID”) to finance the costs of certain public improvements for the benefit of property in such public improvement district (the “Authorized Improvements”), all of which is located within the City.

The property in the PID is proposed to be developed as one phase, and the PID will finance public improvements as the property is developed. Assessments will be imposed on the property for the public improvements to be constructed.

Chapter 372 of the Texas Local Government Code, the “Public Improvement District Assessment Act” (as amended, the “PID Act”), governs the creation and operation of public improvement districts within the State of Texas. This Columns Public Improvement District Preliminary Service and Assessment Plan (the “Service and Assessment Plan”) has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan “must cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements. The plan shall be reviewed and updated annually for the purpose of determining the annual budget for improvements.” The service plan is described in Section IV of this Service and Assessment Plan.

Section 372.014 of the PID Act requires that “an assessment plan must be included in the annual service plan.” The assessment plan is described in Section V of this Service and Assessment Plan.

Section 372.015 of the PID Act requires that “the governing body of the municipality or county shall apportion the cost of an improvement to be assessed against property in an improvement district.” The method of assessing the Authorized Improvement Costs and apportionment of such costs to the property in the PID is included in Section V of this Service and Assessment Plan.

Section 372.016 of the PID Act requires that “after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter.” The Assessment Roll for the PID is included in this Service and Assessment Plan. The Assessments as shown on the Assessment Roll is based on the method of assessment and apportionment of costs described in Section V of this Service and Assessment Plan.

B. Definitions

Capitalized terms used herein shall have the meanings ascribed to them as follows:

“Actual Cost(s)” means, with respect to an Authorized Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement. Actual Cost may include (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Authorized Improvement, including general contractor construction management fees, if any, (b) the costs of preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs for external professional costs associated with such Authorized Improvement, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes (property and franchise), (e) the costs of all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and material men in connection with the acquisition, construction or implementation of the Authorized Improvements, (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal, and consulting fees, financing charges, taxes, governmental fees and charges (including inspection fees, County permit fees, development fees), insurance premiums, miscellaneous expenses, and all advances and payments for Administrative Expenses.

Actual Costs may include general contractor’s fees in an amount up to a percentage equal to the percentage of work completed and accepted by the City or construction management fees in an amount up to five percent of the eligible Actual Costs described in a Certification for Payment. The amounts expended on legal costs, taxes, governmental fees, insurance premiums, permits, financing costs, and appraisals shall be excluded from the base upon which the general contractor and construction management fees are calculated.

“Administrative Expenses” mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of: (i) creating and organizing the PID, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the PID, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Assessments and the system of registration and transfer of the Bonds, (v) issuing, paying and redeeming the Bonds, (vi) investing or depositing of monies, (vii) complying with the PID Act and other laws applicable to the Bonds, (viii) the Trustee fees and expenses relating to the Bonds, including reasonable fees, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Authorized Improvements. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

“Administrator” means the employee or designee of the City, identified in any indenture of trust

relating to a series of Bonds or identified in any other agreement approved by the City Council, who shall have the responsibilities provided for herein.

“Annual Installment” means, with respect to each Parcel, each annual payment of: (i) the Assessments including any applicable interest, as shown on the Assessment Roll attached hereto as Appendix D, as applicable, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, (ii) the Administrative Expenses, and (iii) the Prepayment and Delinquency Reserve described in Section V.F. of this Service and Assessment Plan.

“Annual Service Plan Update” has the meaning set forth in the second paragraph of Section IV of this Service and Assessment Plan.

“Assessed Property” means any property that benefits from the Authorized Improvements within the PID on which Assessments have been imposed as shown in the Assessment Roll, as the Assessment Roll is updated each year by the Annual Service Plan Update. Assessed Property includes Parcels within the PID other than Non-Benefited Property.

“Assessment” means an assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act. An Assessment for a Parcel consists of the Annual Installments to be collected in all years and amounts collected to pay Administrative Expenses and interest on all Assessments.

“Assessment Ordinance” means an Assessment Ordinance adopted by the City Council approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan) and levying the Assessments.

“Assessment Revenues” mean the revenues actually received by or on behalf of the City from the collection of Assessments.

“Assessment Roll” or **“Assessment Rolls”** means collectively or separately, as applicable, the Assessment Roll included in this Service and Assessment Plan as Appendix D or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update, as each may be updated, modified, or amended from time to time in accordance with the procedures set forth in this Service and Assessment Plan and in the PID Act.

“Authorized Improvements” mean those public improvements described in Appendix B of this Service and Assessment Plan and Section 372.003 of the PID Act, acquired, constructed and installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

“Authorized Improvement Costs” mean the actual or budgeted costs, as applicable, of all or any portion of the Authorized Improvements, as shown in Appendix B.

“Bonds” mean any bonds issued in one or more series for financing the Authorized Improvements and secured in whole or in part by the Assessment Revenues.

“Budgeted Cost(s)” means the amounts budgeted to construct the Authorized Improvements as used in the preparation of this Service and Assessment Plan.

“Certification for Payment” means the certificate to be provided by the Developer, or his designee, to substantiate the Actual Cost of one or more Authorized Improvements, which may be in segments or sections.

“City” means the City of Celina, Texas.

“City Council” means the duly elected governing body of the City.

“County” means Collin County, Texas.

“Delinquent Collection Costs” mean interest, penalties and expenses incurred or imposed with respect to any delinquent installment of an Assessment in accordance with the PID Act and the costs related to pursuing collection of a delinquent Assessment and foreclosing the lien against the Assessed Property, including attorney’s fees.

“Developer” means CADG Celina Outer Loop, LLC, a Texas limited liability company and its successors and assigns.

“Development Agreement” means that certain Development Agreement relating to the PID executed by and between the Developer and the City effective October 31, 2017, as the same may be amended from time to time.

“Homeowner Association” means a homeowners’ association or property owners’ association established for the benefit of property owners within the PID.

“Homeowner Association Property” or **“(HOA Property)”** means property within the PID owned by or irrevocably offered for dedication to, whether in fee simple or through an easement, a Homeowners’ Association established for the benefit of a group of homeowners or property owners within the PID.

“Lot” means a tract of land described as a “lot” in a subdivision plat recorded in the official public records of Collin County, Texas.

“Lot Type” means a classification of final building lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, etc.), as determined by the Administrator and confirmed by the City Council. In the case of single family residential lots, the Lot Type shall be further defined by classifying the residential lots by the estimated final average home value for each lot as of the date of the recorded subdivision plat, considering factors such as density, lot size, proximity to amenities, view premiums, location, and any other factors that may impact the average home value on the lot, as determined by the Administrator and confirmed by the City Council.

“Maximum Assessment Per Unit” mean the Assessment amount per Lot shown in Section V.C.

“Non-Benefited Property” means Parcels that accrue no special benefit from the Authorized Improvements, including Public Property and easements that create an exclusive use for a public utility provider. Property identified as Non-Benefited Property at the time the Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel, is not assessed. Assessed Property converted to Non-Benefited Property, if the Assessments may not be reallocated pursuant to the provisions herein, remains subject to the Assessments and requires the Assessments to be prepaid as provided for in Section VI.D.

“Parcel” or “Parcels” means a parcel or parcels within the PID identified by either a tax map identification number assigned by the Collin Central Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the official public records for real property in Collin County.

“PID” has the meaning set forth in Section I.A. of this Service and Assessment Plan.

“PID Act” means Texas Local Government Code Chapter 372, Public Improvement District Assessment Act, Subchapter A, Public Improvement Districts, as amended.

“PID Reimbursement Agreement” means that certain The Columns Public Improvement District Reimbursement Agreement, dated _____, by and between the City and the Developer in which the Developer agrees to fund certain Actual Costs of the Authorized Improvements and the City agrees to reimburse the Developer for a portion of such Actual Costs of the Authorized Improvements funded by the Developer with interest as permitted by the PID Act.

“Planned Development District” means the zoning classification established as PD – Planned Development District #84 pursuant to Ordinance 2017-33 adopted by the City Council designating the zoning and development standards.

“Prepayment Costs” mean interest and expenses to the date of prepayment, plus any additional expenses related to the prepayment allowed by applicable law, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment.

“Prepayment and Delinquency Reserve” has the meaning set forth in Section V.F. of this Service and Assessment Plan.

“Public Property” means property, right of way and easements within the boundaries of the PID that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, Collin County, the City, a school district or any other public agency or political subdivision, whether in fee simple or through an exclusive use easement.

“Service and Assessment Plan” means this Service and Assessment Plan prepared for the PID pursuant to the PID Act, as the same may be amended from time to time.

“TIRZ No. 9” means the Tax Increment Reinvestment Zone No. 9, City of Celina, Texas.

“TIRZ Annual Credit Amount” means, for each Parcel, such Parcel’s prorated amount of TIRZ Revenues calculated pursuant to Section VI.A. of this Service and Assessment Plan.

“TIRZ Ordinance” means an ordinance adopted by the City Council authorizing the use of TIRZ Revenues for project costs under the Tax Increment Financing Act, Texas Tax Code, Chapter 311, as amended, relating to certain public improvements as provided for in the Tax Increment Reinvestment Zone No. Nine Project Plan and Financing Plan (including amendments or supplements thereto).

“TIRZ Revenues” mean, for each year, the amounts paid by the City from the TIRZ No. 9 tax increment fund pursuant to the TIRZ Ordinance to reduce an Annual Installment, as calculated each year by the Administrator in collaboration with the City, in accordance with Section VI.A. of this Service and Assessment Plan.

“Trust Indenture” means an indenture of trust, ordinance or similar document setting forth the terms and other provisions relating to the Bonds, as modified, amended, and/or supplemented from time to time.

“Trustee” means the fiscal agent or trustee as specified in a Trust Indenture, including a substitute fiscal agent or trustee.

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Section II PROPERTY INCLUDED IN THE PID

Property Included in the PID

The PID is presently located within the City and contains approximately 48.784 acres of land. A map of the property within the PID is shown on Appendix A to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 261 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID. The estimated number of lots (261) and the classification of each lot are based upon the proposed development plan.

The property within the PID is proposed to be developed as follows:

Table II-A
Proposed Development

Proposed Development Type	Quantity	Measurement
Single Family Residential – 40 Feet	261	units
Total	261	units

The estimated number of units at the build-out of the PID is based on the land use approvals for the property, the anticipated subdivision of property in the PID, and the Developer's estimate of the highest and best use of the property within the PID.

Section III DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. Authorized Improvement Overview

Section 372.003 of the PID Act defines the improvements that may be undertaken by a municipality or county through the establishment of a public improvement district, as follows:

372.003. Authorized Improvements

- (a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.
- (b) A public improvement may include:
 - (i) landscaping;
 - (ii) erection of fountains, distinctive lighting, and signs;
 - (iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;
 - (iv) construction or improvement of pedestrian malls;
 - (v) acquisition and installation of pieces of art;
 - (vi) acquisition, construction, or improvement of libraries;
 - (vii) acquisition, construction, or improvement of off-street parking facilities;
 - (viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;
 - (ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;
 - (x) the establishment or improvement of parks;
 - (xi) projects similar to those listed in Subdivisions (i)-(x);
 - (xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;
 - (xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; and
 - (xiv) payment of expenses incurred in the establishment, administration and operation of the district.

After analyzing the public improvement projects authorized by the PID Act, the City has determined at this time to undertake only Authorized Improvements listed in Section III.B. below and described in Appendix B and shown on the diagram included as Appendix C for the benefit of the Assessed Property. Any change to the list of Authorized Improvements will require the approval of the City and an update to this Service and Assessment Plan.

B. Description of the Authorized Improvements

The descriptions of the Authorized Improvements are presented below and the estimated costs of the Authorized Improvements are shown in Table III-A. The estimated costs shown in Table III-B may be revised in an Annual Service Plan Update as needed.

Roadway improvements: The roadway improvements within the PID include construction of perimeter road and thoroughfare improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water distribution system improvements: The water distribution system improvements within the PID consist of construction and installation of water lines, mains, pipes, valves and appurtenances necessary for the water distribution system, as well as related testing, trench safety and erosion protection, necessary to service the Assessed Property. The water distribution system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Sanitary sewer collection system improvements: The sanitary sewer collection system improvements within the PID consist of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to the Assessed Property. The sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Storm drainage collection system improvements: The storm drainage collection system improvements consist of reinforced concrete pipes, reinforced concrete boxes, and multi-reinforced box culverts. The storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Additional details of the Authorized Improvements are shown in Appendix B attached to this Service and Assessment Plan. The method of cost allocation is explained in Section V.C.

The estimated costs of the Authorized Improvements shown in Tables III-A may be revised in Annual Service Plan Updates. Savings from one line item may be applied to a cost increase in another line item. These savings may be applied only to increases in costs of the Authorized Improvements (i.e., the improvements for the benefit of property within the PID). The detailed costs of the Authorized Improvements are shown in Appendix B to this Service and Assessment Plan.

Table III-A
Authorized Improvements - Authorized Improvements

Description	Estimated Costs
Roadway improvements	\$2,743,331
Water improvements	\$619,587
Sanitary sewer improvements	\$678,768
Storm drainage improvements	\$1,985,246
Other soft costs including PID creation costs	\$1,360,652
Total Improvement Costs	\$7,387,584

Additionally, the Developer plans to construct certain improvements within the PID over a period of approximately five years including amenities, landscaping, hardscaping and other miscellaneous items (collectively, the “Private Costs”) to serve the entire PID. The Private Costs will be paid entirely by the Developer without any reimbursement through the PID.

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Section IV SERVICE PLAN

A. Sources and Uses of Funds

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five year period. It is anticipated that it will take approximately 24 months to construct the Authorized Improvements.

The Budgeted Costs for the Authorized Improvements plus costs related to the issuance of the Bonds, in one or more series, and payment of expenses incurred in the establishment, administration and operation of the PID are \$9,497,984 as shown in Table IV-A. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the Actual Costs of the Authorized Improvements, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an “Annual Service Plan Update.”

The first series of Bonds (“Series 2018 Bonds”) are anticipated to be issued to finance a portion of the Authorized Improvements, including costs to issue the Series 2018 Bonds, as shown in Table IV-A. Proceeds of the Series 2018 Bonds will be used to construct or acquire a portion of the Authorized Improvements. A portion of the remaining costs of Authorized Improvements will be financed through the PID Reimbursement Agreement. A second series of Bonds may, subject to the approval of the City Council and compliance with the applicable provisions in the Trust Indenture relating to the Series 2018 Bonds, be issued in the future; and, to the extent provided by law, the proceeds from the second series Bonds will be used to reimburse certain Actual Costs paid by the Developer under the terms of the PID Reimbursement Agreement and/or to pay any unpaid Actual Costs of the Authorized Improvements required to be paid under the PID Reimbursement Agreement.

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Table IV-A
Estimated Sources and Uses

Sources of Funds	Series 2018 Bonds	PID Reimbursement Agreement	Total
Par amount	\$6,470,000	\$1,030,000	\$7,500,000
Other funding sources	\$0	\$1,997,984	\$1,997,984
Total Sources	\$6,470,000	\$3,027,984	\$9,497,984
Uses of Funds			
<u><i>Authorized Improvements</i></u>			
Road improvements	\$1,618,909	\$1,124,422	\$2,743,331
Water distribution system improvements	\$365,634	\$253,953	\$619,587
Sanitary sewer improvements	\$400,558	\$278,210	\$678,768
Storm drainage improvements	\$1,171,544	\$813,702	\$1,985,246
Other soft and miscellaneous costs	\$802,955	\$557,697	\$1,360,652
Subtotal: Authorized Improvements	\$4,359,600	\$3,027,984	\$7,387,584
<u><i>Estimated Bond Issuance Costs</i></u>			
Capitalized interest	\$776,400	\$0	\$776,400
Reserve fund	\$517,600	\$0	\$517,600
Administrative expenses fund	\$40,000	\$0	\$40,000
Other costs of issuance including underwriter's discount	\$776,400	\$0	\$776,400
Subtotal: Bond Issuance Costs	\$2,110,400	\$0	\$2,110,400
Total Uses	\$6,470,000	\$3,027,984	\$9,497,984

The annual projected costs and annual projected indebtedness is shown by Table IV-B. The annual projected costs and indebtedness is subject to revision and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-B
Annual Projected Costs and Annual Projected Indebtedness

Year	Annual Projected Costs	Annual Projected Indebtedness	Other funding sources
2018	\$9,497,984	\$7,500,000	\$1,997,984
2019	\$0	\$0	\$0
2020	\$0	\$0	\$0
2021	\$0	\$0	\$0
2022	\$0	\$0	\$0
Total	\$9,497,984	\$7,500,000	\$1,997,984

The annual projected costs shown in Table IV-B are the annual expenditures relating to the Authorized Improvements shown in Table III-A, the costs associated with creating the PID and costs of issuing the Series 2018 Bonds, including reserves shown in Table IV-A. The difference between the annual projected cost and the annual projected indebtedness represents an amount funded by the Developer, which may be reimbursed with future bond proceeds to the extent available.

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Section V ASSESSMENT PLAN

A. Introduction

The PID Act requires the City Council to apportion the costs of the Authorized Improvements on the basis of special benefits conferred upon the property because of the Authorized Improvements. The PID Act provides that the costs of the Authorized Improvements may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The proposed bond issuance program anticipates a series of bond financings that are intended to finance the public infrastructure required for the development. This financing may be undertaken in phases to coincide with the private investment and development of the Authorized Improvements.

For purposes of this Service and Assessment Plan, the City Council has determined that the costs of the Authorized Improvement Costs shall be allocated equally on the basis of the number of Lots once such property is developed, and that such method of allocation will result in the imposition of equal shares of the costs of the Authorized Improvements to Parcels similarly benefited.

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within the Assessed Property as a result of the Authorized Improvements, (ii) provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments to be levied on the Assessed Property, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Authorized Improvements to the Assessed Property in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to the Assessed Property similarly benefited. The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

B. Special Benefit

Assessed Property must receive a direct and special benefit from the Authorized Improvements, and this benefit must be equal to or greater than the amount of the Assessments. The Authorized Improvements are provided specifically for the benefit of the Assessed Property. The Authorized Improvements (more particularly described in line-item format in Appendix B to this Service and Assessment Plan) and the costs of issuance and payment of costs incurred in the establishment of the PID shown in Table IV-A are authorized by the PID Act. These Authorized Improvements are provided specifically for the benefit of the Assessed Property.

Each owner of the Assessed Property has acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and has consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. Each of the owners is acting in its interest in consenting to this apportionment and levying of the Assessments because the special benefit conferred upon the Assessed Property by the Authorized Improvements exceeds the amount of the Assessments.

The Authorized Improvements provide a special benefit to the Assessed Property as a result of these improvements being constructed on the Assessed Property or in close proximity to the Assessed Property and the specific purpose of these Authorized Improvements of providing infrastructure for the Assessed Property. In other words, the Assessed Property could not be used in the manner proposed without the construction of the Authorized Improvements. The Authorized Improvements are being provided specifically to meet the needs of the Assessed Property as required for the proposed use of the property.

The Assessments are being levied to provide the Authorized Improvements that are required for the highest and best use of the Assessed Property (i.e., the use of the property that is most valuable, including any costs associated with that use). Highest and best use is defined as “the reasonably probable and legal use of property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.” (*Dictionary of Real Estate Appraisal, Third Edition.*) The Authorized Improvements are required for the proposed use of the Assessed Property to be physically possible, appropriately supported, financially feasible, and maximally productive.

The Developer has evaluated the potential use of the property and has determined that the highest and best use of the property is the use intended and the legal use for the property as described in Section II of this Service and Assessment Plan. The use of the Assessed Property as described herein will require the construction of the Authorized Improvements.

Each owner of the Assessed Property will ratify, confirm, accept, agree to and approve; (i) the determinations and findings by the City Council as to the special benefits described in this Service and Assessment Plan and the Assessment Ordinance; and (ii) the levying of Assessments on the Assessed Property. Use of the Assessed Property as described in this Service and Assessment Plan and as authorized by the PID Act requires that Authorized Improvements be acquired, constructed, installed, and/or improved. Funding the Actual Costs of the Authorized Improvements through the PID has been determined by the City Council to be beneficial to the City and the PID. As a result, the Authorized Improvements result in a special benefit to the Assessed Property, and this special benefit exceeds the amount of the Assessment. This conclusion is based on and supported by the evidence, information, and testimony provided to the City Council.

In summary, the Authorized Improvements result in a special benefit to the Assessed Property for the following reasons:

1. The Authorized Improvements are being provided specifically for the use of the Assessed Property, are necessary for the proposed best use of the property and provide a special benefit to the Assessed Property;
2. The Developer has consented to the imposition of the Assessments for the purpose of

- providing the Authorized Improvements and the Developer is acting in its interest by consenting to the imposition of the Assessments;
3. The Authorized Improvements are required for the highest and best use of the property;
 4. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);
 5. Financing of the costs of the Authorized Improvement through the PID is determined to be beneficial; and,
 6. As a result, the special benefits to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

C. Assessment Methodology

The Actual Costs may be assessed by the City Council against the Assessed Property so long as the special benefit conferred upon the Assessed Property by the Authorized Improvements equals or exceeds the Assessments. The Actual Costs may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited.

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Authorized Improvements shall be allocated to the Assessed Property by spreading the entire Assessment across the Parcels based on the estimated number of units.

Based on the Actual Costs of the Authorized Improvements provided by the Developer, as set forth in Table III-A, the City Council has determined that the benefit to the Assessed Property is equal to or greater than the Assessments to be levied on the Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to the Parcel will then be apportioned pro rata based on the number of units on each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the number of units applicable at the time residential Lots are platted to the total number of units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. The result of this approach is that each final residential Lot within a recorded subdivision plat with similar values will have the same Assessment.

As shown in Section IV of this Service and Assessment Plan, the total amount of the Series 2018 Bonds and the PID Reimbursement Agreement, which represents the total Assessment to be allocated on all Parcels within the PID, is \$7,500,000. There are a total of 261 estimated residential units for the residential development within the PID, resulting in a Maximum Assessment per Unit of \$28,735.63 ($\$7,500,000 \div 261 = \$28,735.63$).

Type	Planned No. of Units	Maximum Assessment per Unit	Total Assessments
40 Ft Lots	261	\$28,735.63 per dwelling unit	\$7,500,000
Total	261		\$7,500,000

The Assessment and Annual Installments for each Parcel or Lot located within the PID is shown on the Assessment Roll, attached as Appendix D, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

D. Assessments

The Assessments will be levied on each Parcel according to the Assessment Roll, attached hereto as Appendix D. The Annual Installments of the Assessments will be collected at the time and in the amounts shown on the Assessment Roll, respectively, subject to any revisions made during an Annual Service Plan Update.

E. Administrative Expenses

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of Assessment levied against the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

F. Prepayment and Delinquency Reserve

Pursuant to the PID Act, the interest rate for Assessments may exceed the actual interest rate per annum paid on the related Bonds by no more than one half of one percent (0.50%) (the “Additional Interest”). The interest rate used to determine the Assessments is one half of one percent (0.50%) per annum higher than the actual rate paid on the Bonds, with the 0.5% Additional Interest component of the Annual Installments allocated to fund a reserve to be used for paying prepayment and delinquency related costs (the “Prepayment and Delinquency Reserve”). The Prepayment and Delinquency Reserve shall be funded until it reaches 5.50% of the outstanding Bonds as stipulated in the Bond documents. Once the Prepayment and Delinquency Reserve is funded in full, the City may allocate the Additional Interest component of the Annual Installments to pay for Administrative Expenses, improvement costs, any other use that benefits the Assessed Property or redeem Bonds and reduce the Assessments, as determined by the City Council.

G. TIRZ Annual Credit Amount

Pursuant to the TIRZ Ordinance, the City has agreed to use TIRZ Revenues generated from each Parcel to offset a portion of such Parcel’s Annual Installments (the “TIRZ Annual Credit Amount”). The Annual Installment for each Parcel shall be calculated by taking into consideration any TIRZ Annual Credit Amount applicable to the Parcel then on deposit in the TIRZ No. 9 tax increment fund. The TIRZ Annual Credit Amount applicable to each Parcel shall be calculated as described under Section VI.A. of this Service and Assessment Plan.

Section VI TERMS OF THE ASSESSMENTS

A. Amount of Assessments and Annual Installments for Parcels Located Within the PID

The Assessments, and Annual Installments thereof, for each Parcel of Assessed Property is shown on the Assessment Roll, attached as Appendix D, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay (i) principal and interest on the Series 2018 Bonds and the PID Reimbursement Agreement, (ii) to fund the Prepayment and Delinquency Reserve described in Section V, and (iii) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest and TIRZ Annual Credit Amount applicable to the Parcel. The TIRZ Annual Credit Amount shall be calculated separately for each Parcel and such TIRZ Annual Credit Amount shall be applied on a Parcel-by-Parcel basis. As described in Section V.G., the TIRZ Revenues attributable to each Parcel of Assessed Property collected in any given year shall be used to calculate each Parcel's TIRZ Annual Credit Amount for such Parcel in the following year (i.e., TIRZ Revenues collected in 2018 shall be used to calculate the TIRZ Annual Credit Amount applicable to Annual Installments to be collected in 2019). TIRZ Annual Credit Amounts shall be calculated for those Parcels that are subject to Assessments in the PID. The Equivalent Units to be used for the calculation of the TIRZ Annual Credit Amount, if applicable, shall be determined by the Administrator based on the information available to the Administrator at the time of such calculations.

B. Reallocation of Assessments

1. Subdivision

Upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be reallocated among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

- A = the Assessment for each new subdivided Parcel
- B = the Assessment for the Parcel prior to subdivision
- C = the estimated number of units to be built on each new subdivided Parcel
- D = the sum of the estimated number of units to be built on all of the new subdivided Parcels

The calculation of the estimated number of units to be built on a Parcel shall be performed by the Administrator and confirmed by the City Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

The sum of the Assessments for all newly subdivided Parcels shall equal the Assessment for the Parcel prior to subdivision. The calculation shall be made separately for each newly subdivided Parcel. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may

not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels.

Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

2. Consolidation

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to consolidation. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

C. Mandatory Prepayment of Assessments

1. If a Parcel subject to Assessments is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel subject to Assessments to become Non-Benefited Property, the owner of such Parcel shall pay to the City the full amount of the principal portion of the Assessment on such Parcel, plus all Prepayment Costs, prior to any such transfer or act.
2. If at any time the Assessment per Unit on a Parcel exceeds the Maximum Assessment per Unit calculated in this Service and Assessment Plan as a result of any changes in land use, subdivision, consolidation or reallocation of the Assessment authorized by this Service and Assessment Plan and initiated by the owner of the Parcel, then such owner shall pay to the City prior to the recordation of the document subdividing the Parcel the amount calculated by the Administrator by which the Assessment per Unit for the Parcel exceeds the Maximum Assessment per Unit calculated in this Service and Assessment Plan.
3. The payments required above shall be treated the same as any Assessment that is due and owing under the PID Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the PID Act.

D. Reduction of Assessments

1. If, after all Authorized Improvements to be funded with a series of Bonds have been completed and Actual Costs for such Authorized Improvements are less than the Authorized Improvement Costs used to calculate the Assessments securing such series of Bonds, resulting in excess Bond proceeds being available to redeem Bonds of such series, then the Assessment securing such series of Bonds for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the reduced Actual Costs and such excess Bond proceeds shall applied to redeem Bonds of such series. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better

reflect the benefit received by the Parcels from the Authorized Improvements completed.

2. If after all Authorized Improvements to be funded with a series of Bonds have been completed and a portion of the Bonds have been redeemed using the TIRZ Annual Credit Amounts or other funds available to the City, then the Assessment securing such series of Bonds for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the remaining outstanding amount(s) of the Bonds after such redemptions. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds.

3. If all the Authorized Improvements are not undertaken, resulting in excess Bond proceeds being available to redeem Bonds, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the City Council to reflect only the amounts required to repay the Bonds, including interest on the Bonds and Administrative Expenses, and such excess Bond proceeds shall be applied to redeem Bonds. The City Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on Equivalent Units, if determined by the City Council to be the most fair and practical means of reducing the Assessments for each Parcel, such that the sum of the resulting reduced Assessments equals the amount required to repay the Bonds, including interest on the Bonds and Collection Costs. The principal portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced Principal Portion of the Bonds is equal to the outstanding principal amount of the Bonds.

E. Payment of Assessments

1. Payment in Full

- (a) The Assessment for any Parcel may be paid in full at any time. Such payment shall include all Prepayment Costs. If prepayment in full will result in redemption of Bonds, the payment amount shall be reduced by the amount, if any, of interest through the date of redemption of Bonds and reserve funds applied to the redemption under the Trust Indenture, net of any other costs applicable to the redemption of such Bonds.
- (b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount.
- (c) Upon payment in full of the Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the Trust Indenture; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate.
- (d) At the option of the owner, the Assessment on any Parcel plus Prepayment Costs may be paid in part in an amount sufficient to allow for an appropriate redemption of Bonds as determined by the Administrator. Upon the payment of such amounts for a Parcel, the Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to

the extent the partial payment is made.

2. Payment in Annual Installments

The PID Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the PID Act authorizes the Assessment to be paid in installments and additionally allows the City to collect interest, administrative expenses and other authorized charges in installments. An Assessment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown on the Assessment Roll, as updated as provided for herein, which include interest, Administrative Expenses, and payments required for the Prepayment Reserve and Delinquency Reserve. Payment of the Annual Installments shall commence with tax bills mailed after the levy of the Assessments.

Each Assessment shall be paid with interest of no more than the lesser of (i) the actual interest rate paid on the Bonds, or (ii) 9% per annum. The Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an estimated interest rate of 6.25%, and an additional interest at the rate of 0.5% for Prepayment and Delinquency Reserve. Interest on the PID Reimbursement Agreement shall be paid based on an estimated interest rate of █% per annum for years 1 through 5 and █% per annum following the fifth Annual Installment in accordance with the PID Reimbursement Agreement. Each Assessment shall be paid at a rate not to exceed five hundred basis points above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the establishment of the Assessments and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the City is the Bond Buyer Index for which the highest average rate during █ 2018 was █%. The City has determined that the Assessments shall bear interest at the interest rate of █% per annum for years 1 through 5 and █% per annum following the fifth Annual Installment, which rates are equal to or less than the initial maximum allowable rate of interest of █% for years 1 through 5 and equal to the maximum allowable rate of interest following the fifth Annual Installment, which would be █%. Furthermore, the Annual Installments may not exceed the amounts shown on the Assessment Rolls. The Assessment Roll, shown as Appendix D, will be updated with the actual interest rates on the Series 2018 Bonds and the applicable rates for the PID Reimbursement Agreement.

The Annual Installments shall be reduced to equal the actual costs of repaying the obligations and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

The City reserves and shall have the right and option to refund the Bonds in accordance with Section 372.027 of the PID Act, Chapter 1207 of the Texas Government Code or any other applicable authority provided by the laws of the State of Texas. In the event of such refunding, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installments so that total Annual Installments of Assessments will be produced in annual amounts that are required to pay the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute Bonds for purposes of this Service and Assessment Plan.

F. Collection of Annual Installments

No less frequently than annually, the Administrator shall prepare, and the City Council shall approve, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Each Annual Installment shall be reduced by any credits applied under the applicable Trust Indenture, including capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, and including any existing deposits to a prepayment reserve. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City. The City Council may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the Act.

Any sale of Assessed Property for nonpayment of the Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments against such Assessed Property and such Assessed Property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such Assessed Property as they become due and payable.

Section VII THE ASSESSMENT ROLL

A. Assessment Roll

Assessed Property will be assessed for the special benefits conferred upon such property as a result of the Authorized Improvements. Table IV-A summarizes the \$9,497,984 in special benefit received by the Assessed Property from the Authorized Improvements, costs associated with the PID formation, and costs related to the issuance of the Series 2018 Bonds. The total par amount of Series 2018 Bonds and the PID Reimbursement Agreement is \$7,500,000 which is less than the benefit received by the Assessed Property, and as such the total Assessment for all Assessed Property within the PID is \$7,500,000 plus annual Administrative Expenses, the additional interest for Prepayment and Delinquency Reserve and Delinquent Collection Costs, if any. The Assessment for each Parcel of Assessed Property within the PID is calculated based on the Assessment methodologies described in Section V.C. of this Service and Assessment Plan. The Assessment Roll is attached hereto as Appendix D.

C. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Assessment Roll in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the City and permitted by the PID Act: (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan and in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI.F. of this Service and Assessment Plan. The Assessment Roll shall be updated, which update may be done in the next Annual Service Plan Update, to reflect the issuance of additional Bonds, if any.

Section VIII MISCELLANEOUS PROVISIONS

A. Administrative Review

The City may elect to designate a third party to serve as Administrator. The City shall notify Developer in writing at least thirty (30) days in advance before appointing a third party Administrator.

To the extent consistent with the PID Act, an owner of an Assessed Parcel claiming that a calculation error has been made in the Assessment Roll(s), including the calculation of the Annual Installment, shall send a written notice describing the error to the City not later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Parcel owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Parcel owner, such change or modification shall be presented to the City Council for approval to the extent permitted by the PID Act or other applicable laws. A cash refund may not be made for any amount previously paid by the Assessed Parcel owner (except for the final year during which the Annual Installment shall be collected or if it is determined there are sufficient funds to meet the expenses of the PID for the current year), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to the City Council. Any amendments made to the Assessment Roll(s) pursuant to calculation errors shall be made pursuant to the PID Act.

The decision of the Administrator, or if such decision is appealed to the City Council, the decision of the City Council shall be conclusive as long as there is a reasonable basis for such determination. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to any other appeal or legal action by such owner.

B. Termination of Assessments

Each Assessment shall be extinguished on the date the Assessment is paid in full, including unpaid Annual Installments, Prepayment Costs and Delinquent Collection Costs, if any. After the extinguishment of an Assessment and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the owner of the affected Parcel a recordable "Notice of the PID Assessment Termination".

C. Amendments

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

To the extent permitted by the PID Act, the City Council reserves the right to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of

Parcels: (i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, Collection Costs, and other charges imposed by the Service and Assessment Plan, and (iv) as may be required by the Attorney General of Texas in connection with the issuance of any series of Bonds.

D. Administration and Interpretation of Provisions

The City Council shall administer the PID, this Service and Assessment Plan, and all Annual Service Plan Updates consistent with the PID Act, and shall make all interpretations and determinations related to the application of this Service and Assessment Plan unless stated otherwise herein or in the Trust Indenture; such interpretations and determinations shall be conclusive.

E. Severability

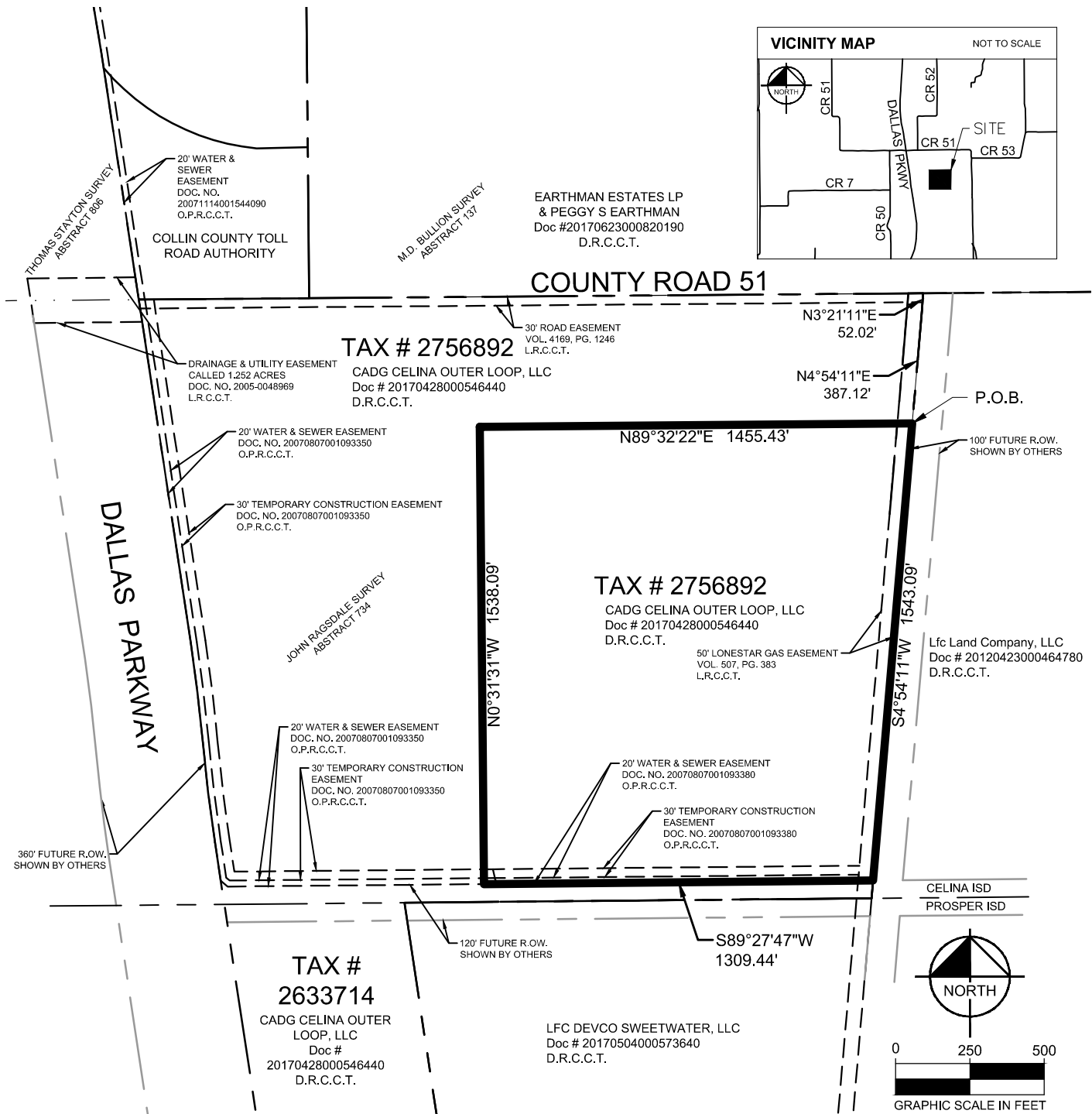
If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan or the application of same to an Assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service and Assessment Plan or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Service and Assessment Plan that no part hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this Service and Assessment Plan are declared to be severable for that purpose.

If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

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Appendix A

THE PID MAP



**THE COLUMNS PUBLIC
IMPROVEMENT DISTRICT
COLLIN CAD TAX PARCEL EXHIBIT**

**JOHN RAGSDALE SURVEY,
ABSTRACT NO. 734
CITY OF CELINA
COLLIN COUNTY, TEXAS**

LEGEND

P.O.B. = POINT OF BEGINNING
D.R.C.C.T. = DEED RECORDS OF COLLIN COUNTY, TEXAS
O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS

Kimley»Horn

5750 Genesis Court, Suite 200
Frisco, Texas 75034 FIRM # 10193822 Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 500'	SEP	KHA	Sept. 28, 2017	064040007	2 OF 2

Appendix B
AUTHORIZED IMPROVEMENT COSTS

Attachment: The Columns PID-Draft SAP-v3.1 (The Columns PID Bond Levy & Assessment)



POD COST SUMMARY - CITY OF CELINA
PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY
THE COLUMNS PUBLIC IMPROVEMENT DISTRICT - CITY OF CELINA
FEBRUARY 19, 2018

DIVISION / PHASE / COST TYPE SUMMARY - CITY OF CELINA IMPROVEMENTS

DIVISION	DIRECT PUBLIC						MASTER PUBLIC						PRIVATE						TOTAL
	1	2	3	4	5	TOTAL	1	2	3	4	5	TOTAL	1	2	3	4	5	TOTAL	
CLEARING & EXCAVATION	\$155,756	\$0	\$0	\$0	\$0	\$155,756	\$58,935	\$0	\$0	\$0	\$0	\$58,935	\$864,835	\$0	\$0	\$0	\$0	\$864,835	\$1,079,526
WATER	\$596,159	\$0	\$0	\$0	\$0	\$596,159	\$23,427	\$0	\$0	\$0	\$0	\$23,427	\$0	\$0	\$0	\$0	\$0	\$0	\$619,587
SEWER	\$532,001	\$0	\$0	\$0	\$0	\$532,001	\$146,767	\$0	\$0	\$0	\$0	\$146,767	\$0	\$0	\$0	\$0	\$0	\$0	\$678,768
STORM SEWER	\$1,329,600	\$0	\$0	\$0	\$0	\$1,329,600	\$575,315	\$0	\$0	\$0	\$0	\$575,315	\$0	\$0	\$0	\$0	\$0	\$0	\$1,904,915
PAVEMENT	\$1,898,687	\$0	\$0	\$0	\$0	\$1,898,687	\$629,953	\$0	\$0	\$0	\$0	\$629,953	\$0	\$0	\$0	\$0	\$0	\$0	\$2,528,640
RETAINING WALLS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
EROSION CONTROL	\$46,279	\$0	\$0	\$0	\$0	\$46,279	\$34,052	\$0	\$0	\$0	\$0	\$34,052	\$91,560	\$0	\$0	\$0	\$0	\$91,560	\$171,891
AMENITIES, LANDSCAPE, & SCREENING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$884,700	\$0	\$0	\$0	\$0	\$884,700	\$884,700
FRANCHISE UTILITIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$313,200	\$0	\$0	\$0	\$0	\$313,200	\$313,200
MISCELLANEOUS & OTHER	\$296,847	\$0	\$0	\$0	\$0	\$296,847	\$29,000	\$0	\$0	\$0	\$0	\$29,000	\$77,250	\$0	\$0	\$0	\$0	\$77,250	\$403,097
SUB-TOTAL	\$4,855,330	\$0	\$0	\$0	\$0	\$4,855,330	\$1,833,449	\$0	\$0	\$0	\$0	\$1,833,449	\$2,231,545	\$0	\$0	\$0	\$0	\$2,231,545	\$8,920,324
SURVEY, PLATTING, ENG., LA, PERMITTING, & STAKING (10%)	\$485,533	\$0	\$0	\$0	\$0	\$485,533	\$149,745	\$0	\$0	\$0	\$0	\$149,745	\$223,155	\$0	\$0	\$0	\$0	\$223,155	\$858,432
CONSTRUCTION MANAGEMENT (1%)	\$48,553	\$0	\$0	\$0	\$0	\$48,553	\$14,974	\$0	\$0	\$0	\$0	\$14,974	\$22,315	\$0	\$0	\$0	\$0	\$22,315	\$85,843
SUB-TOTAL	\$5,389,416	\$0	\$0	\$0	\$0	\$5,389,416	\$1,998,168	\$0	\$0	\$0	\$0	\$1,998,168	\$2,477,015	\$0	\$0	\$0	\$0	\$2,477,015	\$9,864,599
TOTAL	\$5,389,416	\$0	\$0	\$0	\$0	\$5,389,416	\$1,998,168	\$0	\$0	\$0	\$0	\$1,998,168	\$2,477,015	\$0	\$0	\$0	\$0	\$2,477,015	\$9,864,599

PHASE TOTAL SUMMARY - CITY OF CELINA IMPROVEMENTS

COST TYPE	1	2	3	4	5	TOTAL
DIRECT PUBLIC	\$5,389,416	\$0	\$0	\$0	\$0	\$5,389,416
MASTER PUBLIC	\$1,998,168	\$0	\$0	\$0	\$0	\$1,998,168
PRIVATE	\$2,477,015	\$0	\$0	\$0	\$0	\$2,477,015
TOTAL	\$9,864,599	\$0	\$0	\$0	\$0	\$9,864,599

OPC NOTES:

WATER

- 12" Waterline along Light Farms way is included within the Public - Master Division of the OPC.
- OPC assumes existing 18" water main along Punk Carter Blvd per City of Celina Water Distribution Master Plan.
- Water Impact Fees are not included in the OPC (by builder at building permit).

SEWER

- OPC assumes that all sewer from the residential development will be gravity and connect to a stub provided by the Light Farms Development. Upsize costs for this sewer line are included within the Public - Master Division of the OPC.
- OPC assumes that existing systems have capacity for this development.
- Wastewater Impact Fees are not included within this OPC (by builder at building permit).

STORM SEWER

- OPC assumes that the open space provided is sufficient for detention. Preliminary drainage analysis is required to confirm. If open space provided is not sufficient then the land plan will have to be revised in order to provided adequate space.
- OPC assumes that the open space provided for detention will also be used for site amenities.

CLEARING & GRADING

- Excavation assumes 1.7' across the site for the Public - Direct and Private Divisions of the OPC and 2.0' for the Public - Master Division of the OPC.
- Soil remediation, such as moisture conditioning and poly cover, is assumed, based a Preliminary Geotechnical Exploration by Alpha Testing, Alpha Report No. W170372. Final soil remediation should be determined by a comprehensive Final Geotechnical report.
- OPC assumes that grading within the adjacent tracts will be allowed to eliminate any property line walls and additional drainage systems.
- Offsite grading and drainage easements may be required.

STREET PAVEMENT

- Internal street pavement is based on the current City requirements of 6" concrete pavement over 6" treated subgrade for residential and alley streets.
- Subgrade preparation assumes treatment of 8% lime for depth indicated in the OPC. Assumptions should be verified by a Geotechnical Engineer.
- Major roadway improvements for Punk Carter Blvd and Light Farms Way are included within the Public - Master Division of the OPC.
- Roadway Impact Fees are not included within this OPC.

MISCELLANEOUS ITEMS AND FEES

- Street lights are based on a maximum spacing of 600 feet. These are assumed to be provided by the electric franchise provider at no charge.
- Off-site gas infrastructure is included and assumed at \$300 per lot and assumes facilities are available to serve this development within this budget. This budget is located within the Private Division of the OPC.
- On-site gas and electric cost is assumed and should be confirmed. This budget is located within the Private Division of the OPC.
- Fiber cost is assumed and should be confirmed. This budget is located within the Private Division of the OPC.

SCREENING - LANDSCAPING - SIDEWALKS

- OPC assumes that the screening wall between the commercial tract and residential tract and the multi-family and residential tract will be constructed with the development of the commercial tract and multi-family tract. This assumes builder fence would be installed on the residential lots backing to the alley between the commercial tract and multi-family tract.
- Sidewalks to be provided by the developer is based on the current city requirement of 5' within the development and 6' along arterials.
- Cost of discretionary entry feature and open space improvements is assumed. This budget is located within the Private Division of the OPC.

RETAINING WALLS

- Retaining wall allowance is assumed (no preliminary design performed). This budget is located within the Private Division of the OPC.

GENERAL NOTES

- Permit fees, impact fees, assessments, pro-rata fees, reimbursements, credits, etc. are not included unless specifically listed.
- Legal, marketing, financing closing costs, cost of sales, HOA funding, overhead, maintenance, insurance, etc. are not included.
- Construction administration and development management is not included.
- OPC assumes that there are no USACE jurisdictional impacts and that permitting and mitigation is not required. Based on aerial photography there doesn't appear to be any potentially jurisdictional features within the portion of the tract covered by this OPC.
- Tree mitigation fee is not assumed. Based on aerial photography, there doesn't appear to be any existing trees within the portion of the tract covered by this OPC.
- Unit prices for the OPC are based on recent bid forms for similar projects.
- OPC is based on a specific land plan for 261 total lots dated June 2017.
- There are no known franchise utility conflicts at the connections to Punk Carter Blvd., therefore, no budget is assumed or included in this OPC.
- The borings drilled for the preliminary Geotech Report within this tract did not show rock, therefore, no assumption was made for rock excavation.
- OPC assumes the earthwork balances on-site without any import or export required.
- Questions regarding this OPC should be directed to Kimley-Horn and Associates, Thomas Fletcher, P.E., (972) 731-2186.



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE COLUMNS PUBLIC IMPROVEMENT - CELINA TRACT
DIRECT PUBLIC IMPROVEMENTS - CITY OF CELINA
 FEBRUARY 19, 2018

PROJECT NAME:	The Columns - Direct Public Improvements	CREATED BY:	TLF		NO. OF LOTS:	261	1	2	3	4	5	TOTAL
CITY:	City of Celina, Collin County, Texas	CHECKED BY:	TLF		GROSS AC.	54.4	54.4	0	0	0	0	54.4
JOB NUMBER:		REVISED BY:			NET AC.	48.8	48.8	0	0	0	0	48.8

A. CLEARING & EXCAVATION

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		4		5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
CLEARING / GRUBBING	AC	\$800.00	13.8	\$11,040	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	13.8	\$11,040
STREET / ROW EXCAVATION	CY	\$2.20	33,396	\$73,471	0	\$0	0	\$0	0	\$0	0	\$0	33,396	\$73,471
STREET / ROW EXCAVATION (IMPORT)	CY	\$8.00	8,906	\$71,245	0	\$0	0	\$0	0	\$0	0	\$0	8,906	\$71,245
TOTAL CLEARING & EXCAVATION				\$155,756		\$0		\$0		\$0		\$0		\$155,756

B. WATER

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		4		5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
8" P.V.C. WATERLINE	LF	\$25.00	9,045	\$226,125	0	\$0	0	\$0	0	\$0	0	\$0	9,045	\$226,125
8" GATE VALVE & BOX	EA	\$1,250.00	32	\$40,000	0	\$0	0	\$0	0	\$0	0	\$0	32	\$40,000
1" WATER SERVICE	EA	\$800.00	261	\$208,800	0	\$0	0	\$0	0	\$0	0	\$0	261	\$208,800
FIRE HYDRANT ASSEMBLY	EA	\$4,100.00	20	\$82,000	0	\$0	0	\$0	0	\$0	0	\$0	20	\$82,000
CONNECT TO EXISTING 12" LINE	EA	\$3,500.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
CONNECT TO EXISTING 18" LINE	EA	\$5,500.00	2	\$11,000	0	\$0	0	\$0	0	\$0	0	\$0	2	\$11,000
4" PVC SLEEVES	LF	\$15.00	500	\$7,500	0	\$0	0	\$0	0	\$0	0	\$0	500	\$7,500
TRENCH SAFETY	LF	\$0.50	9,045	\$4,523	0	\$0	0	\$0	0	\$0	0	\$0	9,045	\$4,523
TESTING (EXCLUDING GEOTECH)	LF	\$0.50	9,045	\$4,523	0	\$0	0	\$0	0	\$0	0	\$0	9,045	\$4,523
BONDS	%	2.00%	\$584,470	\$11,689	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$584,470	\$11,689
TOTAL WATER				\$596,159		\$0		\$0		\$0		\$0		\$596,159



**PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE COLUMNS PUBLIC IMPROVEMENT - CELINA TRACT
DIRECT PUBLIC IMPROVEMENTS - CITY OF CELINA
FEBRUARY 19, 2018**

PROJECT NAME:	The Columns - Direct Public Improvements	CREATED BY:	TLF		NO. OF LOTS:	1	2	3	4	5	TOTAL
CITY:	City of Celina, Collin County, Texas	CHECKED BY:	TLF		GROSS AC.	261	0	0	0	0	261
JOB NUMBER:		REVISED BY:			NET AC.	54.4	0	0	0	0	54.4
						48.8	0	0	0	0	48.8

C. SEWER														
DESCRIPTION	UNIT	UNIT PRICE	1		2		3		4		5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
8" SDR-35 P.V.C. SEWERLINE	LF	\$28.00	6,984	\$195,552	0	\$0	0	\$0	0	\$0	0	\$0	6,984	\$195,552
10" SDR-35 P.V.C. SEWERLINE	LF	\$42.00	414	\$17,388	0	\$0	0	\$0	0	\$0	0	\$0	414	\$17,388
15" SDR-26 P.V.C. SEWERLINE	LF	\$68.00	712	\$48,416	0	\$0	0	\$0	0	\$0	0	\$0	712	\$48,416
8" PLUG	EA	\$500.00	1	\$500	0	\$0	0	\$0	0	\$0	0	\$0	1	\$500
4' DIAMETER MANHOLE (ALL DEPTHS)	EA	\$3,500.00	17	\$59,500	0	\$0	0	\$0	0	\$0	0	\$0	17	\$59,500
5' DIAMETER MANHOLE (ALL DEPTHS)	EA	\$5,500.00	4	\$22,000	0	\$0	0	\$0	0	\$0	0	\$0	4	\$22,000
CONCRETE ENCASEMENT	LF	\$35.00	140	\$4,900	0	\$0	0	\$0	0	\$0	0	\$0	140	\$4,900
4" SERVICE	EA	\$600.00	261	\$156,600	0	\$0	0	\$0	0	\$0	0	\$0	261	\$156,600
CONNECT TO EXISTING MAIN	EA	\$1,000.00	1	\$1,000	0	\$0	0	\$0	0	\$0	0	\$0	1	\$1,000
TRENCH SAFETY	LF	\$1.00	6,984	\$6,984	0	\$0	0	\$0	0	\$0	0	\$0	6,984	\$6,984
TESTING (EXCLUDING GEOTECH)	LF	\$1.25	6,984	\$8,730	0	\$0	0	\$0	0	\$0	0	\$0	6,984	\$8,730
BONDS	%	2.00%	\$521,570	\$10,431	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$521,570	\$10,431
TOTAL SEWER			\$532,001		\$0		\$0		\$0		\$0		\$532,001	



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE COLUMNS PUBLIC IMPROVEMENT - CELINA TRACT
DIRECT PUBLIC IMPROVEMENTS - CITY OF CELINA
 FEBRUARY 19, 2018

						1	2	3	4	5	TOTAL
PROJECT NAME:	The Columns - Direct Public Improvements	CREATED BY:	TLF		NO. OF LOTS:	261	0	0	0	0	261
CITY:	City of Celina, Collin County, Texas	CHECKED BY:	TLF		GROSS AC.	54.4	0	0	0	0	54.4
JOB NUMBER:		REVISED BY:			NET AC.	48.8	0	0	0	0	48.8

D. STORM SEWER														
DESCRIPTION	UNIT	UNIT PRICE	1		2		3		4		5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
18" RCP	LF	\$55.00	3,623	\$199,265	0	\$0	0	\$0	0	\$0	0	\$0	3,623	\$199,265
21" RCP	LF	\$65.00	890	\$57,850	0	\$0	0	\$0	0	\$0	0	\$0	890	\$57,850
24" RCP	LF	\$72.00	536	\$38,592	0	\$0	0	\$0	0	\$0	0	\$0	536	\$38,592
27" RCP	LF	\$80.00	363	\$29,040	0	\$0	0	\$0	0	\$0	0	\$0	363	\$29,040
30" RCP	LF	\$90.00	946	\$85,140	0	\$0	0	\$0	0	\$0	0	\$0	946	\$85,140
36" RCP	LF	\$120.00	1,393	\$167,160	0	\$0	0	\$0	0	\$0	0	\$0	1,393	\$167,160
42" RCP	LF	\$155.00	238	\$36,890	0	\$0	0	\$0	0	\$0	0	\$0	238	\$36,890
48" RCP	LF	\$180.00	278	\$50,040	0	\$0	0	\$0	0	\$0	0	\$0	278	\$50,040
4'X4' RCB	LF	\$195.00	281	\$54,795	0	\$0	0	\$0	0	\$0	0	\$0	281	\$54,795
5'X4' RCB	LF	\$240.00	460	\$110,400	0	\$0	0	\$0	0	\$0	0	\$0	460	\$110,400
7'X4' RCB	LF	\$380.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
8'X4' RCB	LF	\$410.00	222	\$91,020	0	\$0	0	\$0	0	\$0	0	\$0	222	\$91,020
CURB INLET (ALL SIZES)	EA	\$3,500.00	55	\$192,500	0	\$0	0	\$0	0	\$0	0	\$0	55	\$192,500
2'X2' WYE INLET	EA	\$2,500.00	1	\$2,500	0	\$0	0	\$0	0	\$0	0	\$0	1	\$2,500
3'X3' WYE INLET	EA	\$3,300.00	1	\$3,300	0	\$0	0	\$0	0	\$0	0	\$0	1	\$3,300
5'X5' JUNCTION BOX	EA	\$5,000.00	15	\$75,000	0	\$0	0	\$0	0	\$0	0	\$0	15	\$75,000
18" HEADWALL	EA	\$1,500.00	2	\$3,000	0	\$0	0	\$0	0	\$0	0	\$0	2	\$3,000
30" HEADWALL	EA	\$1,500.00	2	\$3,000	0	\$0	0	\$0	0	\$0	0	\$0	2	\$3,000
36" HEADWALL	EA	\$1,500.00	2	\$3,000	0	\$0	0	\$0	0	\$0	0	\$0	2	\$3,000
5'X4' HEADWALL	EA	\$5,500.00	1	\$5,500	0	\$0	0	\$0	0	\$0	0	\$0	1	\$5,500
12" GROUTED ROCK RIP RAP	SY	\$75.00	315	\$23,625	0	\$0	0	\$0	0	\$0	0	\$0	315	\$23,625
CONVERT SEDIMENTATION BASIN TO DETENTION POND	LS	VARIES	1	\$50,000	0	\$0	0	\$0	0	\$0	0	\$0	1	\$50,000
GRADE TO DRAIN	CY	\$3.50	2,400	\$8,400	0	\$0	0	\$0	0	\$0	0	\$0	2,400	\$8,400
TRENCH SAFETY	LF	\$0.50	9,008	\$4,504	0	\$0	0	\$0	0	\$0	0	\$0	9,008	\$4,504
TESTING (TV)	LF	\$1.00	9,008	\$9,008	0	\$0	0	\$0	0	\$0	0	\$0	9,008	\$9,008
BONDS	%	2.00%	\$1,303,529	\$26,071	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,303,529	\$26,071
TOTAL STORM SEWER			\$1,329,600		\$0		\$0		\$0		\$0		\$1,329,600	



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE COLUMNS PUBLIC IMPROVEMENT - CELINA TRACT
DIRECT PUBLIC IMPROVEMENTS - CITY OF CELINA
 FEBRUARY 19, 2018

PROJECT NAME:	The Columns - Direct Public Improvements	CREATED BY:	TLF		NO. OF LOTS:	261	2	3	4	5	TOTAL
CITY:	City of Celina, Collin County, Texas	CHECKED BY:	TLF		GROSS AC.	54.4	0	0	0	0	54.4
JOB NUMBER:		REVISED BY:			NET AC.	48.8	0	0	0	0	48.8

E. PAVEMENT

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		4		5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
6" REINF. CONCRETE STREET PAVEMENT	SY	\$33.00	28,310	\$934,230	0	\$0	0	\$0	0	\$0	0	\$0	28,310	\$934,230
6" REINF. CONCRETE ALLEY PAVEMENT	SY	\$37.50	15,074	\$565,275	0	\$0	0	\$0	0	\$0	0	\$0	15,074	\$565,275
6" LIME STABILIZED SUBGRADE PREPARATION	SY	\$3.00	47,722	\$143,167	0	\$0	0	\$0	0	\$0	0	\$0	47,722	\$143,167
HYDRATED LIME FOR STREET (36#/SY)	TON	\$165.00	859	\$141,736	0	\$0	0	\$0	0	\$0	0	\$0	859	\$141,736
PAVEMENT HEADER	LF	\$15.00	210	\$3,150	0	\$0	0	\$0	0	\$0	0	\$0	210	\$3,150
BARRIER FREE PEDESTRIAN RAMP	EA	\$1,250.00	36	\$45,000	0	\$0	0	\$0	0	\$0	0	\$0	36	\$45,000
STREET SIGN	EA	\$500.00	16	\$8,000	0	\$0	0	\$0	0	\$0	0	\$0	16	\$8,000
STOP SIGN	EA	\$150.00	11	\$1,650	0	\$0	0	\$0	0	\$0	0	\$0	11	\$1,650
4" PVC SLEEVES	LF	\$15.00	1,050	\$15,750	0	\$0	0	\$0	0	\$0	0	\$0	1,050	\$15,750
TRAFFIC CONTROL	LS	\$3,500.00	1	\$3,500	0	\$0	0	\$0	0	\$0	0	\$0	1	\$3,500
BONDS	%	2.00%	\$1,861,458	\$37,229	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,861,458	\$37,229
TOTAL PAVEMENT				\$1,898,687		\$0		\$0		\$0		\$0		\$1,898,687

F. EROSION CONTROL

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		4		5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
INLET PROTECTION	EA	\$175.00	57	\$9,975	0	\$0	0	\$0	0	\$0	0	\$0	57	\$9,975
CURLEX AFTER PAVING (4' WIDE)	LF	\$0.70	33,220	\$23,254	0	\$0	0	\$0	0	\$0	0	\$0	33,220	\$23,254
EROSION CONTROL INSPECTION & MAINTENANCE	LOT	\$50.00	261	\$13,050	0	\$0	0	\$0	0	\$0	0	\$0	261	\$13,050
TOTAL EROSION CONTROL				\$46,279		\$0		\$0		\$0		\$0		\$46,279

G. FRANCHISE UTILITIES

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		4		5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
STREET LIGHTS	EA	\$0.00	17	\$0	0	\$0	0	\$0	0	\$0	0	\$0	17	\$0
TOTAL FRANCHISE UTILITIES				\$0		\$0		\$0		\$0		\$0		\$0



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE COLUMNS PUBLIC IMPROVEMENT - CELINA TRACT
DIRECT PUBLIC IMPROVEMENTS - CITY OF CELINA
 FEBRUARY 19, 2018

						1	2	3	4	5	TOTAL
PROJECT NAME:	The Columns - Direct Public Improvements	CREATED BY:	TLF		NO. OF LOTS:	261	0	0	0	0	261
CITY:	City of Celina, Collin County, Texas	CHECKED BY:	TLF		GROSS AC.	54.4	0	0	0	0	54.4
JOB NUMBER:		REVISED BY:			NET AC.	48.8	0	0	0	0	48.8

H. MISCELLANEOUS & OTHER

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		4		5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
EARTHWORK TESTING (GEOTECH)	CY	\$0.35	33,396	\$11,689	0	\$0	0	\$0	0	\$0	0	\$0	33,396	\$11,689
WATER TESTING (GEOTECH)	LF	\$1.65	9,045	\$14,924	0	\$0	0	\$0	0	\$0	0	\$0	9,045	\$14,924
SEWER TESTING (GEOTECH)	LF	\$1.65	6,984	\$11,524	0	\$0	0	\$0	0	\$0	0	\$0	6,984	\$11,524
STORM SEWER TESTING (GEOTECH)	LF	\$1.00	9,008	\$9,008	0	\$0	0	\$0	0	\$0	0	\$0	9,008	\$9,008
PAVEMENT TESTING (GEOTECH)	SY	\$2.10	47,722	\$100,217	0	\$0	0	\$0	0	\$0	0	\$0	47,722	\$100,217
INSPECTION FEES	%	3.50%	\$4,271,027	\$149,486	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	4,271,027	\$149,486
TOTAL MISCELLANEOUS & OTHER				\$296,847		\$0		\$0		\$0		\$0		\$296,847

SUMMARY - DIRECT PUBLIC IMPROVEMENTS - CITY OF CELINA	1	2	3	4	5	TOTAL
A. CLEARING & EXCAVATION	\$155,756	\$0	\$0	\$0	\$0	\$155,756
B. WATER	\$596,159	\$0	\$0	\$0	\$0	\$596,159
C. SEWER	\$532,001	\$0	\$0	\$0	\$0	\$532,001
D. STORM SEWER	\$1,329,600	\$0	\$0	\$0	\$0	\$1,329,600
E. PAVEMENT	\$1,898,687	\$0	\$0	\$0	\$0	\$1,898,687
F. EROSION CONTROL	\$46,279	\$0	\$0	\$0	\$0	\$46,279
G. FRANCHISE UTILITIES	\$0	\$0	\$0	\$0	\$0	\$0
H. MISCELLANEOUS & OTHER	\$296,847	\$0	\$0	\$0	\$0	\$296,847
SUB-TOTAL	\$4,855,330	\$0	\$0	\$0	\$0	\$4,855,330
SURVEY, PLATTING, ENG., LA, PERMITTING, & STAKING (10%)	\$485,533	\$0	\$0	\$0	\$0	\$485,533
CONSTRUCTION MANAGEMENT (1%)	\$48,553	\$0	\$0	\$0	\$0	\$48,553
SUB-TOTAL	\$5,389,416	\$0	\$0	\$0	\$0	\$5,389,416
TOTAL COST	\$5,389,416	\$0	\$0	\$0	\$0	\$5,389,416



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE COLUMNS PUBLIC IMPROVEMENT DISTRICT - CELINA TRACT
MASTER PUBLIC IMPROVEMENTS - CITY OF CELINA
 FEBRUARY 19, 2018

PROJECT NAME:	The Columns - Master Public Improvements	CREATED BY:	TLF	NO. OF LOTS:	261	1	2	3	4	5	TOTAL
CITY:	City of Celina, Collin County, Texas	CHECKED BY:	TLF	GROSS AC.	54.4	54.4	0.0	0.0	0.0	0.0	54.4
JOB NUMBER:		REVISED BY:		NET AC.	48.8	48.8	0.0	0.0	0.0	0.0	48.8

A.1 CLEARING & EXCAVATION - PUNK CARTER BLVD.

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		4		5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
CLEARING / GRUBBING	AC	\$2,000.00	3.9	\$7,840	0	\$0	0	\$0	0	\$0	0	\$0	3.9	\$7,840
STREET / ROW EXCAVATION	CY	\$2.20	9,486	\$20,870	0	\$0	0	\$0	0	\$0	0	\$0	9,486	\$20,870
STREET / ROW EXCAVATION (IMPORT)	CY	\$8.00	2,530	\$20,238	0	\$0	0	\$0	0	\$0	0	\$0	2,530	\$20,238
TESTING	CY	\$0.35	9,486	\$3,320	0	\$0	0	\$0	0	\$0	0	\$0	9,486	\$3,320
TOTAL CLEARING & EXCAVATION - PUNK CARTER BLVD.														
				\$52,268		\$0		\$0		\$0		\$0		\$52,268

A.2 CLEARING & EXCAVATION - CR 51 CONNECTOR

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		4		5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
CLEARING / GRUBBING	AC	\$2,000.00	0.5	\$1,000	0.0	\$0	0.0	\$0	0.0	\$0	0	\$0	0.5	\$1,000
STREET / ROW EXCAVATION	CY	\$2.20	1,210	\$2,662	0	\$0	0	\$0	0	\$0	0	\$0	1,210	\$2,662
STREET / ROW EXCAVATION (IMPORT)	CY	\$8.00	323	\$2,581	0	\$0	0	\$0	0	\$0	0	\$0	323	\$2,581
TESTING	CY	\$0.35	1,210	\$424	0	\$0	0	\$0	0	\$0	0	\$0	1,210	\$424
TOTAL CLEARING & EXCAVATION - E. LIGHT FARMS WAY														
				\$6,667		\$0		\$0		\$0		\$0		\$6,667

B. WATER - ALONG CR 51 CONNECTOR

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		4		5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
8" P.V.C. WATERLINE	LF	\$26.00	440	\$11,440	0	\$0	0	\$0	0	\$0	0	\$0	440	\$11,440
8" GATE VALVE & BOX	EA	\$1,250.00	2	\$2,500	0	\$0	0	\$0	0	\$0	0	\$0	2	\$2,500
8" PLUG	EA	\$500.00	1	\$500	0	\$0	0	\$0	0	\$0	0	\$0	1	\$500
FIRE HYDRANT ASSEMBLY	EA	\$4,100.00	1	\$4,100	0	\$0	0	\$0	0	\$0	0	\$0	1	\$4,100
CONNECT TO EXISTING LINE	EA	\$2,500.00	1	\$2,500	0	\$0	0	\$0	0	\$0	0	\$0	1	\$2,500
TRENCH SAFETY	LF	\$0.50	440	\$220	0	\$0	0	\$0	0	\$0	0	\$0	440	\$220
TESTING (EXCLUDING GEOTECH)	LF	\$0.50	440	\$220	0	\$0	0	\$0	0	\$0	0	\$0	440	\$220
TESTING (GEOTECH)	LF	\$1.65	440	\$726	0	\$0	0	\$0	0	\$0	0	\$0	440	\$726
BONDS	%	2.00%	\$22,206	\$444	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$22,206	\$444
INSPECTION FEE	%	3.50%	\$22,206	\$777	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$22,206	\$777
TOTAL WATER - ALONG E. LIGHT FARMS WAY														
				\$23,427		\$0		\$0		\$0		\$0		\$23,427

Attachment: The Columns PID-Draft SAP-v3.1 (The Columns PID Bond Levy & Assessment)



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE COLUMNS PUBLIC IMPROVEMENT DISTRICT - CELINA TRACT
MASTER PUBLIC IMPROVEMENTS - CITY OF CELINA
 FEBRUARY 19, 2018

PROJECT NAME:	The Columns - Master Public Improvements	CREATED BY:	TLF	NO. OF LOTS:	1	2	3	4	5	TOTAL
CITY:	City of Celina, Collin County, Texas	CHECKED BY:	TLF	GROSS AC.	261	0	0	0	0	261
JOB NUMBER:		REVISED BY:		NET AC.	54.4	0.0	0.0	0.0	0.0	54.4
					48.8	0.0	0.0	0.0	0.0	48.8

C. SEWER														
DESCRIPTION	UNIT	UNIT PRICE	1		2		3		4		5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
15" SDR-26 P.V.C. SEWERLINE	LF	\$68.00	171	\$11,628	0	\$0	0	\$0	0	\$0	0	\$0	171	\$11,628
5' DIAMETER MANHOLE (ALL DEPTHS)	EA	\$5,500.00	1	\$5,500	0	\$0	0	\$0	0	\$0	0	\$0	1	\$5,500
OFF-SITE SEWER UP-SIZING ESTIMATE PER LINEAR FOOT	LF	\$45.00	1,500	\$67,500	0	\$0	0	\$0	0	\$0	0	\$0	1,500	\$67,500
ON-SITE SEWER UP-SIZING ESTIMATE PER LINEAR FOOT	LF	\$20.00	1,495	\$29,900	0	\$0	0	\$0	0	\$0	0	\$0	1,495	\$29,900
OFF-SITE MANHOLE UP-SIZING DUE TO INCREASED PIPE SIZE	EA	\$2,000.00	4	\$8,000	0	\$0	0	\$0	0	\$0	0	\$0	4	\$8,000
ON-SITE MANHOLE UP-SIZING DUE TO INCREASED PIPE SIZE	EA	\$3,500.00	5	\$17,500	0	\$0	0	\$0	0	\$0	0	\$0	5	\$17,500
BONDS	%	2.00%	\$122,528	\$2,451	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$122,528	\$2,451
INSPECTION FEE	%	3.50%	\$122,528	\$4,288	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$122,528	\$4,288
TOTAL SEWER			\$146,767		\$0		\$0		\$0		\$0		\$146,767	

D.1 STORM SEWER - PUNK CARTER BLVD.														
DESCRIPTION	UNIT	UNIT PRICE	1		2		3		4		5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
18" RCP	LF	\$58.00	409	\$23,722	0	\$0	0	\$0	0	\$0	0	\$0	409	\$23,722
24" RCP	LF	\$74.00	309	\$22,866	0	\$0	0	\$0	0	\$0	0	\$0	309	\$22,866
7'X4' RCB	LF	\$380.00	262	\$99,560	0	\$0	0	\$0	0	\$0	0	\$0	262	\$99,560
8'X4' RCB	LF	\$410.00	713	\$292,330	0	\$0	0	\$0	0	\$0	0	\$0	713	\$292,330
CURB INLET (ALL SIZES)	EA	\$3,600.00	7	\$25,200	0	\$0	0	\$0	0	\$0	0	\$0	7	\$25,200
5' JUNCTION BOX	EA	\$5,500.00	2	\$11,000	0	\$0	0	\$0	0.0	\$0	0	\$0	2	\$11,000
7'X4' RCB DOUBLE HEADWALL	EA	\$13,500.00	2	\$27,000	0	\$0	0	\$0	0.0	\$0	0	\$0	2	\$27,000
7'X4' RCB SINGLE HEADWALL	EA	\$8,500.00	2	\$17,000	0	\$0	0	\$0	0.0	\$0	0	\$0	2	\$17,000
12" GROUTED ROCK RIP RAP	SY	\$75.00	300	\$22,500	0	\$0	0	\$0	0	\$0	0	\$0	300	\$22,500
TRENCH SAFETY	LF	\$0.50	1,693	\$847	0	\$0	0	\$0	0	\$0	0	\$0	1,693	\$847
TESTING (GEOTECH)	LF	\$1.00	1,693	\$1,693	0	\$0	0	\$0	0	\$0	0	\$0	1,693	\$1,693
TESTING (TV)	LF	\$1.00	1,693	\$1,693	0	\$0	0	\$0	0	\$0	0	\$0	1,693	\$1,693
BONDS	%	2.00%	\$543,718	\$10,874	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$543,718	\$10,874
INSPECTION FEE	%	3.50%	\$543,718	\$19,030	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$543,718	\$19,030
TOTAL STORM SEWER - PUNK CARTER BLVD.			\$575,315		\$0		\$0		\$0		\$0		\$575,315	



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE COLUMNS PUBLIC IMPROVEMENT DISTRICT - CELINA TRACT
MASTER PUBLIC IMPROVEMENTS - CITY OF CELINA
 FEBRUARY 19, 2018

PROJECT NAME:	The Columns - Master Public Improvements	CREATED BY:	TLF	NO. OF LOTS:	261	1	2	3	4	5	TOTAL
CITY:	City of Celina, Collin County, Texas	CHECKED BY:	TLF	GROSS AC.	54.4	54.4	0.0	0.0	0.0	0.0	54.4
JOB NUMBER:		REVISED BY:		NET AC.	48.8	48.8	0.0	0.0	0.0	0.0	48.8

E.1 PAVEMENT - PUNK CARTER BLVD.

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		4		5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
8" REINF. CONCRETE STREET PAVEMENT	SY	\$42.00	8,040	\$337,680	0	\$0	0	\$0	0	\$0	0	\$0	8,040	\$337,680
8" LIME STABILIZED SUBGRADE PREPARATION	SY	\$4.00	8,844	\$35,376	0	\$0	0	\$0	0	\$0	0	\$0	8,844	\$35,376
HYDRATED LIME FOR STREET (53#/SY)	TON	\$165.00	234	\$38,670	0	\$0	0	\$0	0	\$0	0	\$0	234	\$38,670
FULL DEPTH SAWCUT AND PAVEMENT REMOVAL	LF	\$15.00	160	\$2,400	0	\$0	0	\$0	0	\$0	0	\$0	160	\$2,400
PAVEMENT HEADER	LF	\$15.00	50	\$750	0	\$0	0	\$0	0	\$0	0	\$0	50	\$750
BARRIER FREE PEDESTRIAN RAMP	EA	\$1,250.00	2	\$2,500	0	\$0	0	\$0	0	\$0	0	\$0	2	\$2,500
BARRICADES	EA	\$1,500.00	2	\$3,000	0	\$0	0	\$0	0	\$0	0	\$0	2	\$3,000
STREET SIGN	EA	\$500.00	2	\$1,000	0	\$0	0	\$0	0	\$0	0	\$0	2	\$1,000
STOP SIGN	EA	\$150.00	1	\$150	0	\$0	0	\$0	0	\$0	0	\$0	1	\$150
6' CONCRETE SIDEWALK	LF	\$27.00	2,830	\$76,410	0	\$0	0	\$0	0	\$0	0	\$0	2,830	\$76,410
RIP RAP AT DEAD ENDS	SY	\$75.00	110	\$8,250	0	\$0	0	\$0	0	\$0	0	\$0	110	\$8,250
TRAFFIC CONTROL	LS	\$5,000.00	1.0	\$5,000	0	\$0	0	\$0	0	\$0	0	\$0	1	\$5,000
TESTING	SY	\$2.10	8,844	\$18,572	0	\$0	0	\$0	0	\$0	0	\$0	8,844	\$18,572
BONDS	%	2.00%	\$529,759	\$10,595	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$529,759	\$10,595
INSPECTION FEE	%	3.50%	\$529,759	\$18,542	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$529,759	\$18,542
TOTAL PAVEMENT - PUNK CARTER BLVD.				\$558,896		\$0		\$0		\$0		\$0		\$558,896

E.2 PAVEMENT - CR 51 CONNECTOR

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		4		5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
6" REINF. CONCRETE STREET PAVEMENT	SY	\$33.00	1,470	\$48,510	0	\$0	0	\$0	0	\$0	0	\$0	1,470	\$48,510
6" LIME STABILIZED SUBGRADE PREPARATION	SY	\$3.00	1,617	\$4,851	0	\$0	0	\$0	0	\$0	0	\$0	1,617	\$4,851
HYDRATED LIME FOR STREET (36#/SY)	TON	\$165.00	29	\$4,802	0	\$0	0	\$0	0	\$0	0	\$0	29	\$4,802
PAVEMENT HEADER	LF	\$15.00	31	\$465	0	\$0	0	\$0	0	\$0	0	\$0	31	\$465
BARRIER FREE PEDESTRIAN RAMP	EA	\$1,250.00	2	\$2,500	0	\$0	0	\$0	0	\$0	0	\$0	2	\$2,500
BARRICADES	EA	\$1,500.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
STREET SIGN	EA	\$500.00	1	\$500	0	\$0	0	\$0	0	\$0	0	\$0	1	\$500
STOP SIGN	EA	\$150.00	1	\$150	0	\$0	0	\$0	0	\$0	0	\$0	1	\$150
6' CONCRETE SIDEWALK	LF	\$27.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
TRAFFIC CONTROL	LS	\$3,000.00	1	\$2,500	0	\$0	0	\$0	0.0	\$0	0	\$0	1	\$3,000
TESTING	SY	\$2.10	1,617	\$3,396	0	\$0	0	\$0	0	\$0	0	\$0	1,617	\$3,396
BONDS	%	2.00%	\$67,674	\$1,353	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$67,674	\$1,353
INSPECTION FEE	%	3.00%	\$67,674	\$2,030	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$67,674	\$2,030
TOTAL PAVEMENT - E. LIGHT FARMS WAY				\$71,058		\$0		\$0		\$0		\$0		\$71,558



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE COLUMNS PUBLIC IMPROVEMENT DISTRICT - CELINA TRACT
MASTER PUBLIC IMPROVEMENTS - CITY OF CELINA
 FEBRUARY 19, 2018

PROJECT NAME:	The Columns - Master Public Improvements	CREATED BY:	TLF	NO. OF LOTS:	261	1	2	3	4	5	TOTAL
CITY:	City of Celina, Collin County, Texas	CHECKED BY:	TLF	GROSS AC.	54.4	54.4	0.0	0.0	0.0	0.0	54.4
JOB NUMBER:		REVISED BY:		NET AC.	48.8	48.8	0.0	0.0	0.0	0.0	48.8

F. EROSION CONTROL

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		4		5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
INLET PROTECTION	EA	\$175.00	7	\$1,225	0	\$0	0	\$0	0	\$0	0	\$0	7	\$1,225
SWPPP	LS	\$5,000.00	1	\$5,000	0	\$0	0	\$0	0	\$0	0	\$0	1	\$5,000
SILT FENCE (PERIMETER & CREEK PROTECTION)	LF	\$1.50	4,350	\$6,525	0	\$0	0	\$0	0	\$0	0	\$0	4,350	\$6,525
CONSTRUCTION ENTRANCE	EA	\$2,500.00	1	\$2,500	0	\$0	0	\$0	0	\$0	0	\$0	1	\$2,500
CURLEX AFTER PAVING (8' WIDE)	LF	\$1.50	6,650	\$9,975	0	\$0	0	\$0	0	\$0	0	\$0	6,650	\$9,975
ROCK CHECK DAM	EA	\$1,500.00	2	\$3,000	0	\$0	0	\$0	0	\$0	0	\$0	2	\$3,000
SEEDING	AC	\$285.00	3	\$827	0	\$0	0	\$0	0	\$0	0	\$0	3	\$827
EROSION CONTROL INSPECTION & MAINTENANCE	LS	\$5,000.00	1	\$5,000	0	\$0	0	\$0	0	\$0	0	\$0	1	\$5,000
TOTAL EROSION CONTROL				\$34,052		\$0		\$0		\$0		\$0		\$34,052

G. FRANCHISE UTILITIES

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		4		5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
STREET LIGHTS	EA	\$0.00	24	\$0	0	\$0	0	\$0	0	\$0	0	\$0	24	\$0
TOTAL FRANCHISE UTILITIES				\$0		\$0		\$0		\$0		\$0		\$0

H. MISCELLANEOUS & OTHER

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		4		5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
GEOTECHNICAL ENGINEERING - FINAL GEOTECH REPORT	LS	\$9,000.00	1	\$9,000	0	\$0	0	\$0	0	\$0	0	\$0	1	\$9,000
ENGINEERING FOR SEWER UPSIZE	LS	\$10,000.00	1	\$10,000	0	\$0	0	\$0	0	\$0	0	\$0	1	\$10,000
MISCELLANEOUS CITY FEES	LS	\$10,000.00	1	\$10,000	0	\$0	0	\$0	0	\$0	0	\$0	1	\$10,000
TOTAL MISCELLANEOUS & OTHER				\$29,000		\$0		\$0		\$0		\$0		\$29,000



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE COLUMNS PUBLIC IMPROVEMENT DISTRICT - CELINA TRACT
MASTER PUBLIC IMPROVEMENTS - CITY OF CELINA
 FEBRUARY 19, 2018

						1	2	3	4	5	TOTAL
PROJECT NAME:	The Columns - Master Public Improvements	CREATED BY:	TLF		NO. OF LOTS:	261	0	0	0	0	261
CITY:	City of Celina, Collin County, Texas	CHECKED BY:	TLF		GROSS AC.	54.4	0.0	0.0	0.0	0.0	54.4
JOB NUMBER:		REVISED BY:			NET AC.	48.8	0.0	0.0	0.0	0.0	48.8

SUMMARY - MASTER PUBLIC IMPROVEMENTS - CITY OF PRINCETON	1	2	3	4	5	TOTAL
A.1 CLEARING & EXCAVATION - PUNK CARTER BLVD.	\$52,268	\$0	\$0	\$0	\$0	\$52,268
A.2 CLEARING & EXCAVATION - E. LIGHT FARMS WAY	\$6,667	\$0	\$0	\$0	\$0	\$6,667
B. WATER	\$23,427	\$0	\$0	\$0	\$0	\$23,427
C. SEWER	\$146,767	\$0	\$0	\$0	\$0	\$146,767
D.1 STORM SEWER - PUNK CARTER BLVD.	\$575,315	\$0	\$0	\$0	\$0	\$575,315
E.1 PAVEMENT - PUNK CARTER BLVD.	\$558,896	\$0	\$0	\$0	\$0	\$558,896
E.2 PAVEMENT - E. LIGHT FARMS WAY	\$71,058	\$0	\$0	\$0	\$0	\$71,058
F. EROSION CONTROL	\$34,052	\$0	\$0	\$0	\$0	\$34,052
G. FRANCHISE UTILITIES	\$0	\$0	\$0	\$0	\$0	\$0
H. MISCELLANEOUS & OTHER	\$29,000	\$0	\$0	\$0	\$0	\$29,000
I. DISTRICT CREATION COSTS	\$336,000	\$0	\$0	\$0	\$0	\$336,000
SUB-TOTAL	\$1,833,449	\$0	\$0	\$0	\$0	\$1,833,449
SURVEY, PLATTING, ENG., PERMITTING, & STAKING (10%)	\$149,745	\$0	\$0	\$0	\$0	\$149,745
CONSTRUCTION MANAGEMENT (1%)	\$14,974	\$0	\$0	\$0	\$0	\$14,974
SUB-TOTAL	\$1,998,168	\$0	\$0	\$0	\$0	\$1,998,168
TOTAL COST	\$1,998,168	\$0	\$0	\$0	\$0	\$1,998,168

		PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST THE COLUMNS PUBLIC IMPROVEMENT DISTRICT - CELINA TRACT PRIVATE IMPROVEMENTS - CITY OF CELINA FEBRUARY 19, 2018				1	2	3	4	5	TOTAL
		PROJECT NAME: The Columns - Private Improvements	CREATED BY: TLF		NO. OF LOTS:	261	0	0	0	0	261
CITY:	City of Celina, Collin County, Texas	CHECKED BY: TLF			GROSS AC.	54.4	0.0	0.0	0.0	0.0	54.4
JOB NUMBER:		REVISED BY:			PRIVATE AREA AC.	48.8	0.0	0.0	0.0	0.0	48.8

A. CLEARING & EXCAVATION														
DESCRIPTION	UNIT	UNIT PRICE	1		2		3		4		5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
CLEARING / GRUBBING	AC	\$800.00	35.0	\$28,000	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	35.0	\$28,000
CONSTRUCTION ENTRANCE	EA	\$2,500.00	1	\$2,500	0	\$0	0	\$0	0	\$0	0	\$0	1	\$2,500
LOT / BLOCK EXCAVATION	CY	\$2.20	84,700	\$186,340	0	\$0	0	\$0	0	\$0	0	\$0	84,700	\$186,340
OPEN SPACE FINAL GRADING	LS	\$5,000.00	1	\$5,000	0	\$0	0	\$0	0	\$0	0	\$0	1	\$5,000
ROUGH LOT GRADING	EA	\$225.00	261	\$58,725	0	\$0	0	\$0	0	\$0	0	\$0	261	\$58,725
FINAL LOT GRADING	EA	\$125.00	261	\$32,625	0	\$0	0	\$0	0	\$0	0	\$0	261	\$32,625
MOISTURE CONDITIONED PADS	LOT	\$2,000.00	261	\$522,000	0	\$0	0	\$0	0	\$0	0	\$0	261	\$522,000
TESTING	CY	\$0.35	84,700	\$29,645	0	\$0	0	\$0	0	\$0	0	\$0	84,700	\$29,645
TOTAL CLEARING & EXCAVATION			\$864,835		\$0		\$0		\$0		\$0		\$864,835	

B. RETAINING WALLS														
DESCRIPTION	UNIT	UNIT PRICE	1		2		3		4		5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
RETAINING WALL	LOT	\$0.00	261	\$0	0	\$0	0	\$0	0	\$0	0	\$0	261	\$0
TOTAL RETAINING WALLS			\$0		\$0		\$0		\$0		\$0		\$0	

 PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST THE COLUMNS PUBLIC IMPROVEMENT DISTRICT - CELINA TRACT PRIVATE IMPROVEMENTS - CITY OF CELINA FEBRUARY 19, 2018												
						1	2	3	4	5	TOTAL	
PROJECT NAME:	The Columns - Private Improvements	CREATED BY:	TLF		NO. OF LOTS:	261	0	0	0	0	261	
CITY:	City of Celina, Collin County, Texas	CHECKED BY:	TLF		GROSS AC.	54.4	0.0	0.0	0.0	0.0	54.4	
JOB NUMBER:		REVISED BY:			PRIVATE AREA AC.	48.8	0.0	0.0	0.0	0.0	48.8	

C. EROSION CONTROL

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		4		5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
SWPPP	LS	\$5,000.00	1	\$5,000	0	\$0	0	\$0	0	\$0	0	\$0	1	\$5,000
SILT FENCE (PERIMETER & CREEK PROTECTION)	LF	\$1.50	2,860	\$4,290	0	\$0	0	\$0	0	\$0	0	\$0	2,860	\$4,290
SEDIMENTATION BASIN (NO SKIMMER)	EA	\$20,000.00	1	\$20,000	0	\$0	0	\$0	0	\$0	0	\$0	1	\$20,000
SKIMMER FOR SEDIMENTATION BASIN	EA	\$12,500.00	1	\$12,500	0	\$0	0	\$0	0	\$0	0	\$0	1	\$12,500
ROCK CHECK DAM	EA	\$1,500.00	1	\$1,500	0	\$0	0	\$0	0	\$0	0	\$0	1	\$1,500
OVERSEED LOTS	AC	\$285.00	32	\$9,120	0	\$0	0	\$0	0	\$0	0	\$0	32	\$9,120
EROSION CONTROL INSPECTION & MAINTENANCE	LOT	\$150.00	261	\$39,150	0	\$0	0	\$0	0	\$0	0	\$0	261	\$39,150
TOTAL EROSION CONTROL				\$91,560		\$0		\$0		\$0		\$0		\$91,560

D. AMENITIES, LANDSCAPE, & SCREENING

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		4		5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
ENTRY OPEN SPACE AND AMENITY CENTER														
SCREENING & BUFFERING ALONG ARTERIALS	LF	\$80.00	2,750	\$220,000.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	2750	\$220,000.00
LANDSCAPING ALONG ARTERIALS	LF	\$20.00	2,750	\$55,000.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	2750	\$55,000.00
AMENITY CENTER	LS	\$500,000.00	1	\$500,000.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$500,000.00
SOD AND IRRIGATE OPEN SPACE	SF	\$1.00	105,000	\$105,000.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	105000	\$105,000.00
1" SINGLE OPEN SPACE WATER SERVICE	EA	\$800.00	1	\$800.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$800.00
6" OPEN SPACE SEWER SERVICE	EA	\$800.00	1	\$800.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$800.00
1" SINGLE IRRIGATION SERVICE	EA	\$800.00	2	\$1,600.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	2	\$1,600.00
2" SINGLE IRRIGATION SERVICE	EA	\$1,500.00	1	\$1,500.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$1,500.00
TOTAL FRANCHISE UTILITIES			\$884,700		\$0		\$0		\$0		\$0		\$884,700	



**PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE COLUMNS PUBLIC IMPROVEMENT DISTRICT - CELINA TRACT
PRIVATE IMPROVEMENTS - CITY OF CELINA**

FEBRUARY 19, 2018

PROJECT NAME:	The Columns - Private Improvements	CREATED BY:	TLF	NO. OF LOTS:	261	1	2	3	4	5	TOTAL
CITY:	City of Celina, Collin County, Texas	CHECKED BY:	TLF	GROSS AC.	54.4	54.4	0.0	0.0	0.0	0.0	54.4
JOB NUMBER:		REVISED BY:		PRIVATE AREA AC.	48.8	48.8	0.0	0.0	0.0	0.0	48.8

E. FRANCHISE UTILITIES

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		4		5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
ELECTRIC SERVICE ALLOWANCE	LOT	\$0.00	261	\$0	0	\$0	0	\$0	0	\$0	0	\$0	261	\$0
OFF-SITE GAS MAIN EXTENSION ALLOWANCE	LOT	\$300.00	261	\$78,300	0	\$0	0	\$0	0	\$0	0	\$0	261	\$78,300
GAS SERVICE ALLOWANCE	LOT	\$900.00	261	\$234,900	0	\$0	0	\$0	0	\$0	0	\$0	261	\$234,900
TOTAL FRANCHISE UTILITIES				\$313,200		\$0		\$0		\$0		\$0		\$313,200

F. MISCELLANEOUS & OTHER

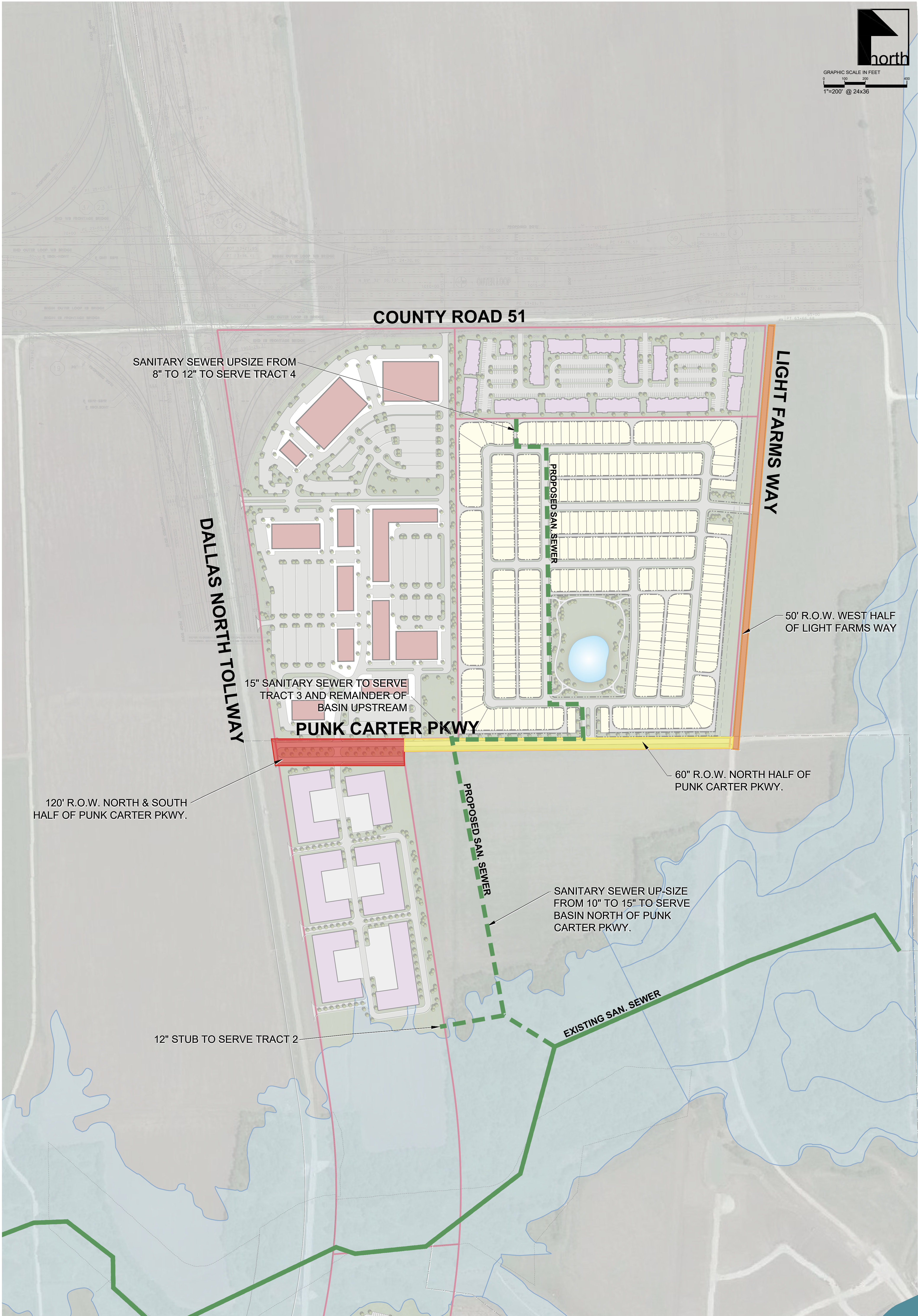
DESCRIPTION	UNIT	UNIT PRICE	1		2		3		4		5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
FINAL GEOTECHNICAL REPORT	LOT	\$250.00	261	\$65,250.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	261	\$65,250.00
MISCELLANEOUS CITY FEES	LS	VARIES	1	\$12,000.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$12,000.00
TOTAL MISCELLANEOUS & OTHER				\$77,250		\$0		\$0		\$0		\$0		\$77,250

SUMMARY - PRIVATE IMPROVEMENTS - CITY OF PRINCETON		1	2	3	4	5	TOTAL
A. CLEARING & EXCAVATION		\$864,835	\$0	\$0	\$0	\$0	\$864,835
B. RETAINING WALLS		\$0	\$0	\$0	\$0	\$0	\$0
C. EROSION CONTROL		\$91,560	\$0	\$0	\$0	\$0	\$91,560
D. AMENITIES, LANDSCAPE, & SCREENING		\$884,700	\$0	\$0	\$0	\$0	\$884,700
E. FRANCHISE UTILITIES		\$313,200	\$0	\$0	\$0	\$0	\$313,200
F. MISCELLANEOUS & OTHER		\$77,250	\$0	\$0	\$0	\$0	\$77,250
SUB-TOTAL		\$2,231,545	\$0	\$0	\$0	\$0	\$2,231,545
SURVEY, PLATTING, ENG., LA, PERMITTING, & STAKING (10%)		\$223,155	\$0	\$0	\$0	\$0	\$223,155
CONSTRUCTION MANAGEMENT (1%)		\$22,315	\$0	\$0	\$0	\$0	\$22,315
SUB-TOTAL		\$2,477,015	\$0	\$0	\$0	\$0	\$2,477,015
TOTAL COST		\$2,477,015	\$0	\$0	\$0	\$0	\$2,477,015

Attachment: The Columns PID-Draft SAP-v3.1 (The Columns PID Bond Levy & Assessment)

DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

Attachment: The Columns PID-Draft SAP-v3.1 (The Columns PID Bond Levy & Assessment)



The Homeplace at the Columns

PUBLIC IMPROVEMENT DISTRICT EXHIBIT

Celina, Texas
OCTOBER 2017

DWG NAME: KIPRI_CIVIL_SINGLE_FAMILY_PURSUITS20161117 - CENTURION AMERICAN-CELINA TRACT/CAD/EXHIBITS/PID - EXHIBIT_171009.DWG
LAST SAVED: 10/9/2017 5:08 PM

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 OR CONTACT WITH THE CITY/COUNTY, ETC.

Appendix D

ASSESSMENT ROLL – Assessed Property

Appendix D Proposed Assessment Roll

Parcel	All Parcels
Assessment	\$7,500,000
Total Units	261.00

Year	Principal and Interest¹	Principal and Interest²	Administrative Expenses³	Total Annual Installment⁴
2018	\$436,725	\$64,375	\$40,000	\$541,100
2019	\$436,725	\$64,375	\$40,800	\$541,900
2020	\$531,725	\$79,375	\$41,616	\$652,716
2021	\$530,313	\$78,438	\$42,448	\$651,198
2022	\$533,563	\$77,500	\$43,297	\$654,360
2023	\$526,138	\$81,563	\$44,163	\$651,863
2024	\$528,713	\$80,313	\$45,046	\$654,071
2025	\$525,613	\$79,063	\$45,947	\$650,622
2026	\$527,175	\$77,813	\$46,866	\$651,854
2027	\$523,063	\$81,563	\$47,804	\$652,429
2028	\$523,613	\$80,000	\$48,760	\$652,372
2029	\$523,488	\$78,438	\$49,735	\$651,660
2030	\$522,688	\$76,875	\$50,730	\$650,292
2031	\$521,213	\$80,313	\$51,744	\$653,269
2032	\$519,063	\$78,438	\$52,779	\$650,279
2033	\$521,238	\$76,563	\$53,835	\$651,635
2034	\$512,400	\$79,688	\$54,911	\$646,999
2035	\$513,225	\$77,500	\$56,010	\$646,735
2036	\$513,038	\$80,313	\$57,130	\$650,480
2037	\$511,838	\$77,813	\$58,272	\$647,922
2038	\$504,625	\$80,313	\$59,438	\$644,375
2039	\$506,738	\$77,500	\$60,627	\$644,864
2040	\$502,500	\$79,688	\$61,839	\$644,027
2041	\$502,250	\$76,563	\$63,076	\$641,888
2042	\$500,650	\$78,438	\$64,337	\$643,425
2043	\$502,700	\$75,000	\$65,624	\$643,324
2044	\$498,063	\$76,563	\$66,937	\$641,562
2045	\$492,075	\$77,813	\$68,275	\$638,163
2046	\$489,738	\$78,750	\$69,641	\$638,128
2047	\$485,713	\$74,375	\$71,034	\$631,121
Total	\$15,266,600	\$2,325,313	\$1,622,723	\$19,214,636

1 - The principal and interest amounts are estimated using 6.25% per annum and includes 0.5% additional interest.

2 - The Reimbursement Agreement principal and interest amounts are estimated using 6.25% per annum.

3- The Administrative Expenses shown include the estimated PID administration and assessment collection costs and will be updated in Annual Service Plan Updates.

4- Amounts shown do not include any TIRZ Credit.

Attachment: The Columns PID-Draft SAP-v3.1 (The Columns PID Bond Levy & Assessment)

Proposed Assessment Roll per Unit

Parcel	
Assessment	\$28,736
Total Equivalent Units	1.00

Year	Principal and Interest¹	Principal and Interest²	Administrative Expenses³	Total Annual Installment⁴
2018	\$1,673	\$247	\$153	\$2,073
2019	\$1,673	\$247	\$156	\$2,076
2020	\$2,037	\$304	\$159	\$2,501
2021	\$2,032	\$301	\$163	\$2,495
2022	\$2,044	\$297	\$166	\$2,507
2023	\$2,016	\$313	\$169	\$2,498
2024	\$2,026	\$308	\$173	\$2,506
2025	\$2,014	\$303	\$176	\$2,493
2026	\$2,020	\$298	\$180	\$2,498
2027	\$2,004	\$313	\$183	\$2,500
2028	\$2,006	\$307	\$187	\$2,500
2029	\$2,006	\$301	\$191	\$2,497
2030	\$2,003	\$295	\$194	\$2,492
2031	\$1,997	\$308	\$198	\$2,503
2032	\$1,989	\$301	\$202	\$2,491
2033	\$1,997	\$293	\$206	\$2,497
2034	\$1,963	\$305	\$210	\$2,479
2035	\$1,966	\$297	\$215	\$2,478
2036	\$1,966	\$308	\$219	\$2,492
2037	\$1,961	\$298	\$223	\$2,482
2038	\$1,933	\$308	\$228	\$2,469
2039	\$1,942	\$297	\$232	\$2,471
2040	\$1,925	\$305	\$237	\$2,468
2041	\$1,924	\$293	\$242	\$2,459
2042	\$1,918	\$301	\$247	\$2,465
2043	\$1,926	\$287	\$251	\$2,465
2044	\$1,908	\$293	\$256	\$2,458
2045	\$1,885	\$298	\$262	\$2,445
2046	\$1,876	\$302	\$267	\$2,445
2047	\$1,861	\$285	\$272	\$2,418
Total	\$58,493	\$8,909	\$6,217	\$73,619

1 - The principal and interest amounts are estimated using 6.25% per annum and includes 0.5% additional interest.

2 - The Reimbursement Agreement principal and interest amounts are estimated using 6.25% per annum.

3- The Administrative Expenses shown include the estimated PID administration and assessment collection costs and will be updated in Annual Service Plan Updates.

4- Amounts shown do not include any TIRZ Credit.

Attachment: The Columns PID-Draft SAP-v3.1 (The Columns PID Bond Levy & Assessment)



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Paul DeBuff, Assistant to the City Manager
CC: Jason Laumer, City Manager
Date: April 10, 2018
Re: Atmos franchise agreement ordinance

Action Requested:

Consider and act upon an ordinance granting to Atmos Energy Corporation, a Texas and Virginia Corporation, its successors and assigns, a franchise to construct, maintain, and operate pipelines and equipment in the City of Celina, Collin County, Texas, for the transportation, delivery, sale, and distribution of gas in, out of, and through said City for all purposes; providing for the payment of a fee or charge for the use of the public rights-of-ways; and providing that such fee shall be in lieu of other fees and charges, excepting ad valorem taxes; and repealing all previous gas franchise ordinances. (Atmos Franchise) (DeBuff)

Background Information:

This ordinance renews the Atmos gas franchise authorizing Atmos to use the City of Celina's rights of way, for the purpose of constructing, maintaining and operating gas pipelines throughout the City, through December 31, 2017.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

This ordinance has been reviewed by the City Attorney.

Supporting Documents:

- Proposed ordinance

Staff Recommendation:

Staff recommends approval.

ORDINANCE NO: _____

AN ORDINANCE GRANTING TO ATMOS ENERGY CORPORATION, A TEXAS AND VIRGINIA CORPORATION, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE PIPELINES AND EQUIPMENT IN THE CITY OF CELINA, COLLIN COUNTY, TEXAS, FOR THE TRANSPORTATION, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF, AND THROUGH SAID CITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE PUBLIC RIGHTS-OF-WAYS; AND PROVIDING THAT SUCH FEE SHALL BE IN LIEU OF OTHER FEES AND CHARGES, EXCEPTING AD VALOREM TAXES; AND REPEALING ALL PREVIOUS GAS FRANCHISE ORDINANCES.

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

SECTION 1. GRANT OF AUTHORITY: The City of Celina, Texas, hereinafter called "City," hereby grants to Atmos Energy Corporation, Mid-Tex Division, hereinafter called "Atmos Energy," its successors and assigns, consent to use and occupy the present and future streets, alleys, highways, public utility easements, public ways and other public places ("Public Rights-of-Way"), for the purpose of laying, maintaining, constructing, protecting, operating, and replacing therein and thereon pipelines and all other appurtenant equipment (the "System") to deliver, transport, and distribute gas in, out of, and through City for persons, firms, and corporations, including all the general public, and to sell gas to persons, firms, and corporations, including all the general public, within the City corporate limits, as such limits may be amended from time to time during the term of this franchise, said consent being granted for a term ending December 31, 2027. This franchise does not authorize Atmos Energy to use any property owned by the City that is not a public right-of-way.

SECTION 2. CONSTRUCTION, MAINTENANCE, OPERATION & RELOCATION OF ATMOS ENERGY FACILITIES:

- A. Atmos Energy shall lay, maintain, construct, operate, and replace its pipes, mains, laterals, and other equipment to minimize interference with traffic, place or cause to be placed appropriate barriers to mark excavations or obstructions, and restore to approximate original condition all Public Rights-of-Way that it may disturb. In determining the location of the facilities of the City and other users of Public Right-of-Way within City, City shall minimize interference with then existing facilities of Atmos Energy and shall require other users of Public Rights-of-Way to minimize interference with existing facilities of Atmos Energy. In the event of a conflict between the location of the proposed facilities of Atmos Energy and the location of the existing facilities of City or other users of Public Rights-of-Way within Public Rights-of-Way that cannot otherwise be

resolved, City or an authorized agent of City shall resolve the conflict and determine the location of the respective facilities within the Public Rights-of-Way.

Atmos Energy or contractors working on behalf of Atmos Energy shall not be required to pay for street cutting, street excavation or other special permits related to excavations in Public Rights-of-Way in connection with Atmos Energy's operations in Public Rights-of-Way. City shall provide Atmos Energy with its annual capital improvements plan as well as any updates or changes as soon as the plan, update, or change becomes available. City shall notify Atmos Energy as soon as reasonably possible of any projects that will affect Atmos Energy's facilities located in the Public Rights-of-Way. When required by City to remove or relocate its mains, laterals, and/or other facilities lying within Public Rights-of-Way, Atmos Energy shall do so as soon as practically possible with respect to the scope of the project. In no event shall Atmos Energy be required to remove or relocate its facilities in less than thirty (30) days from the time notice is given to Atmos Energy by City.

- B. If City, in constructing its sewers, drainage, water lines, streets, or utilities, should request that Atmos Energy remove or relocate its mains, laterals, and other facilities lying within Public Rights-of-Way, Atmos Energy shall do so at its own expense for facilities that are in conflict, unless such work is for the primary purpose of beautification or to accommodate a private developer. Facilities are deemed to be in conflict to the extent that the proposed City facilities are determined by Atmos Energy to be inconsistent with gas distribution industry standard safe operating practices for existing facilities. Atmos Energy shall not be required to relocate facilities to a depth of greater than four (4) feet unless prior agreement is obtained from Atmos Energy.

When Atmos Energy is required by City to remove or relocate its mains, laterals, and other facilities lying within Public Rights-of-Way to accommodate a request by City, and costs of utility removals or relocations are eligible under federal, state, county, local or other programs for reimbursement of costs and expenses incurred by Atmos Energy as a result of such removal or relocation, and such reimbursement is required to be handled through City, Atmos Energy costs and expenses shall be included in any application by City for reimbursement if Atmos Energy submits its cost and expense documentation to City prior to the filing of the application. City shall provide reasonable written notice to Atmos Energy of the deadline for Atmos Energy to submit documentation of the costs and expenses of such relocation to City. Upon receipt of reimbursement from a federal or

state agency, the City shall remit to the Company, within thirty (30) days of receipt, its portion related to the relocation or removal of its facilities.

If Atmos Energy is required by City to remove or relocate its mains, laterals, or other facilities lying within Public Rights-of-Way for any reason other than the construction or reconstruction of sewers, drainage, water lines, streets or utilities by City, Atmos Energy shall be entitled to reimbursement from City or others of the cost and expense of such removal or relocation.

- C. When Atmos Energy is required to remove or relocate its mains, laterals or other facilities to accommodate construction by City without reimbursement from City, Atmos Energy shall have the right to seek recovery of relocation costs as provided for in applicable state and/or federal law. Nothing herein shall be construed to prohibit, alter, or modify in any way the right of Atmos Energy to seek or recover a surcharge from customers for the cost of relocation pursuant to applicable state and/or federal law. City shall not oppose recovery of relocation costs when Company is required by City to perform relocation. City shall not require that Company document request for reimbursement as a pre-condition to recovery of such relocation costs. If City requires relocation and Atmos Energy is not reimbursed this shall be considered as evidence of the relocation's necessity for regulatory purposes.

- D. If City abandons any Public Rights-of-Way in which Atmos Energy has facilities, such abandonment shall be conditioned on Atmos Energy's right to maintain its use of the former Public Right-of-Way and on the obligation of the party to whom the Public Right-of-Way is abandoned to reimburse Atmos Energy for all removal or relocation expenses if Atmos Energy agrees to the removal or relocation of its facilities following abandonment of the Public Right-of-Way. If the party to whom the Public Right-of-Way is abandoned requests Atmos Energy to remove or relocate its facilities and Atmos Energy agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Right-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

Commented [HEL1]: If City directs a relocation to be performed without reimbursement from the City, it shall then oppose the Company's ability to recover that cost. The Company should not have to prove to the City that the City did not provide reimbursement.

SECTION 3. INDEMNITY & INSURANCE:

- A. That Grantee shall defend, indemnify and save whole and harmless the City and all of its officers, agents, and employees against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought suffered by any person or persons that may be occasioned by, or arise out of Atmos Energy's negligent or strictly liable act, or omission by Atmos Energy, its officers, agents, employees, contractors, or subcontractors, in the construction, maintenance, operation, or repair of the distribution system, except that the indemnity provided for in this section shall not apply to any liability resulting from the negligence or fault of the City, its officers, agents, employees or separate contractors, and in the event of joint and concurrent negligence or fault of both the Atmos Energy and the City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental immunity available to the City under Texas law and without waiving any of the defenses of the parties under Texas law. It is understood that it is not the intention of the parties hereto to create liability for the benefit of third parties, but that this section shall be solely for the benefit of the parties hereto and shall not create or grant any rights, contractual or otherwise, to any person or entity.
- B. That Atmos Energy will insure against the risks undertaken pursuant to this franchise, including indemnification under this section. Such insurance may be in the form of self-insurance to the extent permitted by applicable law under an Atmos Energy approved formal plan of self-insurance maintained in accordance with sound accounting practices. Otherwise, Atmos Energy shall maintain reasonably adequate insurance covering its obligations of indemnity under this section. A certificate of insurance shall be provided to the City and upon any substantial decrease of its coverage under this section. Should Atmos Energy elect to self-insure, its annual notice to the City shall contain information describing with reasonable particularity all procedures for filing a claim.

SECTION 4. NON-EXCLUSIVE FRANCHISE: The rights, privileges, and franchises granted by this ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time, like privileges, rights, and franchises as it may see fit to any other person or corporation for the purpose of transporting, delivering, distributing, or selling gas to and for City and the inhabitants thereof.

SECTION 5. PAYMENTS TO CITY:

- A. Atmos Energy, its successors and assigns, agrees to pay and City agrees to accept, on or before the 1st day of April 2018, and on or before the same day of each succeeding year during the term of this franchise the last payment being made on the 1st day of April 2027 a sum of money which shall be equivalent to five percent (5%) of the Gross Revenues, as defined in 5.B below, received by Atmos Energy during the preceding calendar year.
- B. "Gross Revenues" shall mean:
- (1) all revenues received by Atmos Energy from the sale of gas to all classes of customers (excluding gas sold to another gas utility in the City for resale to its customers within City) within the City;
 - (2) all revenues received by Atmos Energy from the transportation of gas through the System of Atmos Energy within the City to customers located within the City (excluding any gas transported to another gas utility in City for resale to its customers within City);
 - (3) the value of gas transported by Atmos Energy for Transport Customers through the System of Atmos Energy within the City ("Third Party Sales")(excluding the value of any gas transported to another gas utility in City for resale to its customers within City), with the value of such gas to be established by utilizing Atmos Energy's monthly Weighted Average Cost of Gas charged to industrial customers in the Mid-Tex division, as reasonably near the time as the transportation service is performed; and
 - (4) "Gross Revenues" shall also include fees collected pursuant to this agreement and the following "miscellaneous charges:" charges to connect, disconnect, or reconnect gas and charges to handle returned checks from consumers within the City; revenues billed but not ultimately collected or received by Atmos Energy; contributions in aid of construction.
 - (5) "Gross Revenues" shall not include:
 - (a) the revenue of any affiliate or subsidiary of Atmos Energy;
 - (b) sales tax paid to the City;
 - (c) interest or investment income earned by Atmos Energy; and
 - (d) monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of

facilities within the City's right of way.

- C. The initial payment for the rights and privileges herein provided shall be for the privilege period January 1 through December 31, 2018, and each succeeding payment shall be for the privilege period of the calendar year in which the payment is made.

It is also expressly agreed that the aforesaid payments shall be in lieu of any and all other and additional occupation taxes, easement, franchise taxes or charges (whether levied as an ad valorem, special, or other character of tax or charge), municipal license, permit, and inspection fees, bonds, street taxes, and street or alley rentals or charges, and all other and additional municipal taxes, charges, levies, fees, and rentals of whatsoever kind and character that City may now impose or hereafter levy and collect from Atmos Energy or Atmos Energy's agents, excepting only the usual general or special ad valorem taxes that City is authorized to levy and impose upon real and personal property. If the City does not have the legal power to agree that the payment of the foregoing sums of money shall be in lieu of taxes, licenses, fees, street or alley rentals or charges, easement or franchise taxes or charges aforesaid, then City agrees that it will apply so much of said sums of money paid as may be necessary to satisfy Atmos Energy's obligations, if any, to pay any such taxes, licenses, charges, fees, rentals, easement or franchise taxes or charges aforesaid.

- D. Effect of Other Municipal Franchise Ordinance Fees Accepted and Paid by Atmos Energy

If Atmos Energy should at any time after the effective date of this Ordinance agree to a new municipal franchise ordinance, or renew an existing municipal franchise ordinance, with another municipality in Atmos Energy's Mid-Tex Division, which municipal franchise ordinance determines the franchise fee owed to that municipality for the use of its public rights-of-way in a manner that, if applied to the City, would result in a franchise fee greater than the amount otherwise due City under this Ordinance, then the franchise fee to be paid by Atmos Energy to City pursuant to this Ordinance may, at the election of the City, be increased so that the amount due and to be paid is equal to the amount that would be due and payable to City were the franchise fee provisions of that other franchise ordinance applied to City. The City acknowledges that the exercise of this right is conditioned upon the City's acceptance of all terms and conditions of the other municipal franchise *in toto*. The City may request waiver of certain terms and Company may grant, in its sole reasonable discretion, such waiver.

- E. Atmos Energy Franchise Fee Recovery Tariff

- (1) Atmos Energy may file with the City a tariff or tariff amendment(s) to provide for the recovery of the franchise fees under this agreement.
- (2) City agrees that (i) as regulatory authority, it will adopt and approve the ordinance, rates or tariff which provide for 100% recovery of such franchise fees as part of Atmos Energy's rates; (ii) if the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of Atmos Energy's franchise fees is an issue, the City will take an affirmative position supporting 100% recovery of such franchise fees by Atmos Energy and; (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Atmos Energy.
- (3) City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Atmos Energy.

- F. Lease of Facilities Within City's Rights-of-Way. Atmos Energy shall have the right to lease, license or otherwise grant to a party other than Atmos Energy the use of its facilities within the City's public rights-of-way provided: (i) Atmos Energy first notifies the City of the name of the lessee, licensee or user; the type of service(s) intended to be provided through the facilities; and the name and telephone number of a contact person associated with such lessee, licensee or user and (ii) Atmos Energy makes the franchise fee payment due on the revenues from such lease pursuant to Section 5 of this Ordinance. This authority to Lease Facilities within City's Rights-of-Way shall not affect any such lessee, licensee or user's obligation, if any, to pay franchise fees.

SECTION 6. BOOKS AND RECORDS:

- A. City may, if it sees fit, upon reasonable notice to Atmos Energy, have the books and records of Atmos Energy examined by a representative of said City to ascertain the correctness of the reports agreed to be filed herein. Atmos Energy shall make available, during normal working hours and upon reasonable notice, such personnel and records as City may in its reasonable discretion request in order to complete such audit, and shall make no charge to the City therefore. Atmos Energy shall assist City in its review by providing all requested information no later than 15 business days after receipt of a request. The cost of the audit shall be borne by

City unless the audit discloses that Atmos Energy has underpaid the franchise fee by 10 percent or more, in which case the reasonable costs of the audit shall be reimbursed to the City by Atmos Energy. If such an examination reveals that Atmos Energy has underpaid City, then upon receipt of written notification from City regarding the existence of such underpayment, Atmos Energy shall undertake a review of City's claim and if said underpayment is confirmed, remit the amount of underpayment to City. Should Atmos Energy determine through examination of its books and records that City has been overpaid, upon receipt of written notification from Atmos Energy regarding the existence of such overpayment, City shall review Atmos Energy's claim and if said overpayment is confirmed, remit the amount of overpayment to Atmos Energy.

- B. If Atmos Energy provides confidential or proprietary information to the City, Atmos Energy shall be solely responsible for identifying such information with markings calculated to bring the City's attention to the proprietary or confidential nature of the information. City agrees to maintain the confidentiality of any non-public information obtained from Atmos Energy so designated to the extent allowed by law. City shall not be liable to Atmos Energy for the release of any information City is required to release by law. If City receives a request under the Texas Public Information Act that includes Atmos Energy's proprietary or confidential nature of the document(s), City will request an opinion from the Texas Attorney General as to the confidential or the proprietary nature of the document(s). City also will provide Atmos Energy with a copy of this notification, and thereafter Atmos Energy is responsible for establishing that an exception under the Texas Public Information Act allows City to withhold the information.

SECTION 7. ACCEPTANCE OF FRANCHISE: In order to accept this franchise, Atmos Energy must file with the City Secretary its written acceptance of this franchise ordinance within sixty (60) days after its final passage and approval by City. If such written acceptance of this franchise ordinance is not filed by Atmos Energy, the franchise ordinance shall be rendered null and void.

When this franchise ordinance becomes effective, all previous ordinances of City granting franchises for gas delivery purposes that were held by Atmos Energy shall be automatically canceled and annulled, and shall be of no further force and effect.

SECTION 8. PARAGRAPH HEADINGS. CONSTRUCTION: The paragraph headings contained in this ordinance are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the preparation of this ordinance and this ordinance shall not be construed either more or less strongly against or for either party.

SECTION 9. EFFECTIVE DATE: If Atmos Energy accepts this ordinance, it becomes effective as of January 1, 2018.

PASSED AND APPROVED on this the _____ day of _____, 2018.

ATTEST:

City Secretary

Mayor
City of Celina, Texas

STATE OF TEXAS §
COUNTY OF COLLIN §
CITY OF CELINA §

I, _____, City Secretary of the City of Celina, Collin County, Texas, do hereby certify that the above and foregoing is a true and correct copy of an ordinance passed by the City Council of the City of Celina, Texas, at a _____ session, held on the _____ day of _____, 2018, as it appears of record in the Minutes in Book _____, page _____.

WITNESS MY HAND AND SEAL OF SAID CITY, this the ____ day of _____, 2018.

City Secretary
City of Celina, Texas



Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Alan Fourmentin, Director of Public Works
CC: Jason Laumer, City Manager
Date: April 10, 2018
Re: Interlocal Purchasing Agreement

Action Requested:

Consider and act upon authorizing and executing an Interlocal Purchasing Agreement by and between the City of Celina and Collin County for services related to road improvements. (Fourmentin)

Background Information:

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Interlocal Purchasing Agreement

Staff Recommendation:

Approve

INTERLOCAL COOPERATION AGREEMENT

Whereas, the Interlocal Cooperation Act, Title 7, Chapter 791, Vernon's Texas Statutes and Codes Annotated (the "Act"), and the Constitution of the State of Texas, Article III, Section 64(b) (the "Constitution") specifically authorizes counties and other political subdivisions comprised or located within the county, to contract with one another for the performance of governmental functions and/or services required or authorized by the Constitution, or the laws of this State, under the terms and conditions prescribed in the Act: and

WHEREAS, the functions and/or services contemplated to be performed by Collin County, Texas, as set out herein, are governmental functions and/or services contemplated by the terms of the Act and are functions and/or services which each of the parties hereto have independent authority to pursue, notwithstanding this Agreement; and

WHEREAS, both the county and the political subdivision named herein are desirous of entering into this Interlocal Cooperation Agreement, as is evidenced by the resolutions or orders of their respective governing bodies approving this Agreement which are attached hereto and made a part hereof.

NOW, THEREFOR, THIS AGREEMENT is hereby made and entered into by and between Collin County, Texas a political subdivision of the State of Texas, and the City of Celina, political subdivision of the State of Texas, which is wholly or partially located within Collin County, Texas. Consideration for this Agreement consists of the mutual covenants contained herein, as well as any monetary consideration, which may be stated herein. This agreement is as follows, to wit:

I.

As requested by the political subdivision named herein, Collin County, Texas, acting by and through its duly authorized agents and employees, agrees to provide said political subdivision with the following described governmental functions and/or services:

ROAD IMPROVEMENTS IN ACCORDANCE WITH

COURT ORDER NO. _____ (Copy Attached).

II.

As consideration for the above-described governmental functions and/or services, said political subdivision agrees to timely pay to Collin County, Texas, in accordance with the advance cost estimate submitted to them for

work they have requested in the amount and upon the following terms and conditions:

- 1) PAYMENT IN FULL UPON COMPLETION OF WORK AND RECEIPT OF BILL FOR SAME.
- 2) PAYMENT TO EQUAL REIMBURSEMENT IN FULL FOR LABOR, EQUIPMENT, AND MATERIAL EXPENDED BY COLLIN COUNTY.

Any payments for Work performed under this Agreement that are not made within thirty days from when such payments are due shall accrue interest as prescribed by the Texas Prompt Payment Act (Tex. Gov't Code ch. 2251).

III.

To the fullest extent allowed by law, each party hereto agrees to defend and indemnify the other from any claims, demands, costs or judgments arising out of any negligent act or omission of their respective employees or agents in the performance of the governmental functions and/or services under this Agreement.

IV.

This Agreement shall be effective October 1, 2018, or from the passage of enabling resolutions or orders by the governing bodies of the parties hereto and the execution hereof by each of the authorized representatives of the political subdivision who are parties hereto and shall remain in effect through September 30, 2022 unless terminated by either party upon giving thirty (30) days written notice to the other party of its intent to terminate the agreement.

6. Notices, correspondence, and all other communications shall be addressed as follows:

If to Collin County:

Name: _____

Address: _____

E-mail: _____

Phone: _____

FAX: _____

If to City:

Name: _____

Address: _____

E-mail: _____

Phone: _____

FAX: _____

Notwithstanding the foregoing, it is understood that each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party. In the event of a non-appropriation by the paying party, the performing party shall be relieved of its responsibilities hereunder as of the first day of the fiscal year of such non-appropriation. All payments must be in an amount that fairly compensates the performing party for the services or functions performed under this agreement.

Dispute Resolution

Notice & Conference

If a party believes that the other party has not met, or is not meeting, an obligation under this agreement, the party will contact the other's representative to discuss the issue. If the aggrieved party does not believe that this informal contact, discussion, and ensuing efforts have fixed the issue, then the party will notify the other party's representative in writing of the party's belief or complaint with reasonable detail to permit the other party to address the issue. The other party will then have a reasonable time to address the issue and improve its performance. This initial process will take no more than 14 calendar days, unless the parties agree otherwise.

If discussions between the parties' representatives do not resolve the issue, then the County Judge, or County Administrator from Collin County and the Mayor, City Manager, from the City of Celina will meet in person to discuss and try to resolve the issue. This process will take no more than 5 business days, unless the parties agree otherwise.

Prerequisites to Filing for ADR or a Lawsuit

Neither party may file a claim or lawsuit in any forum before (i) the parties are finished using the cooperation procedures set forth above.

By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.

By signing this agreement, no party waives any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

Nothing in this Agreement shall create any rights or obligations as to any party who is not a signatory to this Agreement.

A party will not assign its rights or obligations under this agreement, in whole or in part, to another person or entity without first obtaining the other party's written consent.

COLLIN COUNTY, TEXAS

Date: _____

By: _____

Title: County Judge

CITY OF CELINA

Date: _____

By: _____

Title: _____



Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Alan Fourmentin, Director of Public Works
CC: Jason Laumer, City Manager
Date: April 10, 2018
Re:

Action Requested:

Consider and act to authorize the City Manager to negotiate and execute a lease agreement by and between the City of Celina and New Cingular Wireless PCS, LLC located at the Light Farms elevated storage tower. (Fourmentin)

Background Information:

New Cingular Wireless PCS, LLC (AT&T) has requested to lease Ground and Tower space on the Light Farms Elevated Storage Tower for the placement of antennas and associated infrastructure equipment.

Financial Considerations:

Monthly lease is \$3,000 a month or \$36,000 annually

Legal Review:

City Attorney has reviewed

Supporting Documents:

Proposed Agreement
Proposed Plans

Staff Recommendation:

Approve

Site Name: City of Celina
 Site Number: DX0050
 Fixed Asset No: 12842469

GROUND AND TOWER LEASE AGREEMENT

THIS GROUND AND TOWER LEASE AGREEMENT (“Lease” or “Agreement”), is entered into as of the ____ day of _____, 2018 (“Effective Date”), by and between the *City of Celina*, a Texas municipal corporation (“OWNER”), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, 13F Atlanta, GA 30324 (“TENANT”).

In consideration of the promises and of the mutual obligations and agreements set forth in this Lease, the parties agree as follows:

1) THE LEASED SITE

a) OWNER is the owner of or has the right to control a certain parcel of real property upon which a water tower has been constructed, such parcel and water tower is located at 1803 Light Farms Way, Prosper, County of Collin, State of Texas, and is more specifically described on the attached Exhibit "A" (such parcel referred to as “OWNER's Property”).

b) OWNER hereby leases to TENANT a portion of OWNER's Property, being the ground space described below, and of the Primary RAD Space (as defined below) on the water tower located on OWNER's Property (the “Tower”), together with a right of ingress, egress and other access and a right to install utilities (the “Leased Site”). The ground space portion of the Leased Site which is the subject of this Lease is approximately 435 square feet and is located within OWNER's Property substantially as shown on the attached Exhibit “B”. The portion of the Tower dedicated for TENANT's exclusive use consists of an envelope of twelve (12) contiguous vertical feet of space within which any portion of TENANT's communication equipment and improvements may be located, operated or maintained (the “**Primary RAD Space**”). The Primary RAD Space includes any area on a horizontal plane, extending in all directions from the Tower, that is perpendicular to such 12-foot vertical envelope and any portion of vertical space on the Tower on which TENANT's communication equipment is located. The location of the Primary RAD Space is set forth on the attached Exhibit “C” (any sketches in Exhibits may not be to scale and therefore are not intended to be used for measurement purposes), such Exhibit also showing the location for the initial installation of the Antenna Facilities. TENANT has the right to install, modify, supplement, replace, upgrade, expand the Antenna Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Antenna Facility within the Leased Site, except not in any area of ingress, egress or access, at any time during the Term and at no additional cost to TENANT, other than the rent owed under Section 3. At any time during the Term of this Lease, TENANT may use portions of the Tower outside of, but adjacent to, the Primary RAD Space to accommodate TENANT's improvements and equipment that extend outside the Primary RAD Space (the “**Extended Primary RAD Space**”), subject to an agreed additional rental rate, TENANT's confirmation that the space is available and that sufficient structural loading capacity is available or can be made available through structural modifications of the Tower. The Primary RAD Space, as it might be expanded by the Extended Primary RAD Space at any time during the Term of this Lease,

Attachment: DX0050 Light Farms City of Celina Final ATT Version 4318mdp (AT&T Lease Agreement)

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shall continue to be referred to as the Primary RAD Space. As used herein, “Antenna Facilities” shall be deemed to mean all equipment, including antennae support structures, to be used by TENANT in connection with the operation of its telecommunications facility on the Leased Site, including the equipment described on Exhibit “C” attached hereto, as such equipment may be modified or added to from time to time in accordance herewith. TENANT shall have the right to run cables, wires, conduits and pipes under, over and across OWNER’s Property, in locations pre-approved by OWNER in writing, to connect TENANT’s Antenna Facilities on the Tower to its Antenna Facilities in its equipment building, if any, to be constructed on the ground space portion of the Leased Site. TENANT, its agents, employees, contractors, subcontractors and authorized representatives may park their vehicles on OWNER’s Property, in the locations reflected in Exhibit “B”, when TENANT is constructing, removing, replacing, servicing, maintaining, securing and/or operating its Antenna Facilities as provided in this Lease.

c) TENANT may use additional ground space at the Property in increments of one square foot outside of the Leased Site, provided that such space is available or might be made available (the “Incremental Ground Space”). Upon TENANT’s use of any Ground Space, space shall be deemed part of the Leased Site. In the event that TENANT uses or occupies Incremental Ground Space, Rent shall be increased by Six and 32/100 Dollars (\$6.32) per month per square foot of space (the “Incremental Ground Space Rent”). The initial amount of Incremental Ground Space Rent shall be subject to adjustment as provided in Section 4(e) of this Agreement.

d) INTENTIONALLY DELETED

e) OWNER shall maintain the Tower’s structural integrity at all times (which shall mean that at no time will OWNER allow the Tower’s condition to become, or remain, overstressed under the applicable structural standards set forth in the then-current version of the ANSI TIA-222). OWNER shall at all times during the Term of this Lease reserve and have ready for TENANT’s immediate use sufficient structural loading capacity on the Tower to support TENANT’s installation of up to thirty-five thousand square inches (35,000 sq. in.) of Wind Load Surface Area, in the aggregate, of Antenna Facilities anywhere on the Tower (the “Allowed Wind Load Surface Area”). “Wind Load Surface Area” means the Flat Plate Equivalent Area, as defined in ANSI TIA standards, of any appurtenance (excluding all mounts, platforms, cables and other non-operating equipment) at ninety degrees (90°) perpendicular to wind direction, possessing the characteristics of flat material, with associated drag factors. In the event that TENANT has used the Allowed Wind Load Surface Area and an installation of Communication Facilities within the Primary RAD Space will require structural modifications to comply with the Structural Standards, TENANT will pay OWNER for the portion of the structural modifications that is necessary to support TENANT’s loading in excess of the Allowed Wind Load Surface Area. In no event shall TENANT be responsible for Tower modification costs to support the installations of other tenants or for the Tower to comply with applicable law so long as TENANT’s installation is within the Allowed Wind Load Surface Area.

f) OWNER reserves the right to require TENANT to relocate its Antenna Facilities to a mutually agreeable location on the Tower (“Alternate Premises”), temporarily or permanently, within

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ninety (90) days after written notice from OWNER. Any relocation expenses shall be the sole responsibility of TENANT, unless the OWNER's relocation requirement results from OWNER's desire to lease space on the Tower to a non-governmental third-party user. In such a case, the third-party user shall be obligated to reimburse TENANT for its reasonable relocation costs. TENANT shall not be required to permanently relocate TENANT's Antenna Facilities to any location which would result in any deterioration or diminution of the quality of communication services or other services provided by TENANT from the Leased Site, nor shall TENANT be required to conduct such permanent relocation in a manner which would cause any deterioration or diminution of such quality or which would cause any interruption of such service. This Lease is not a franchise nor is it a permit to use OWNER's rights-of-way. Any such franchise or permit must be obtained separately from OWNER.

g) TENANT's equipment building, if any, on the ground portion of the Leased Site shall be installed on a slab foundation at TENANT's expense and shall be painted to match the Tower. The Antenna Facilities shall also be painted by TENANT to match the Tower. TENANT's ground portion of the Leased Site shall be enclosed by a decorative iron fence surrounded by a screening hedge which will achieve a height of at least six (6) feet, but shall not be less than three (3) feet in height when planted. Said equipment buildings and Antenna Facilities shall be owned by TENANT and shall be removed from the site by TENANT within a reasonable period, not to exceed ninety (90) days, following termination of this Lease. Notwithstanding the foregoing, TENANT will not be required to remove any foundations, landscaping or underground utilities. The building shall be used to house TENANT's communications equipment and all associated or related equipment of any type as deemed necessary or desirable by TENANT (this equipment shall be included as part of the Antenna Facilities listed on Exhibit "C"). The building will be placed adjacent to the Tower in the location described on Exhibit "B".

2) LEASE AND EASEMENT

a) During the term of this Lease, OWNER leases the Leased Site to TENANT and grants to TENANT a non-exclusive easement, in the area reflected on Exhibit "B", to access the Leased Site to install, remove, replace, and maintain the Antenna Facilities listed in Exhibit "C".

b) At all times throughout the Term of this Lease, and at no additional charge to TENANT, TENANT and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to ground space portion of the Leased Site. TENANT shall have access to the Primary RAD Space only with prior notice to OWNER. TENANT shall notify OWNER twenty-four (24) hours in advance, except in an emergency. TENANT shall be prohibited from removing locks or entering without aforementioned notice. A representative of OWNER may accompany TENANT on the Leased Site, at OWNER's sole option. The foregoing shall not limit OWNER's right to access the Leased Site at reasonable times to examine and inspect the premises for safety reasons or to ensure that the TENANT's covenants are being met, provided that OWNER shall not disrupt TENANT's operations and shall be accompanied by a representative of TENANT at all times.

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3) TERM AND RENT

a) The initial term of this Lease shall be five (5) years (the “Initial Term”), commencing on the Effective Date indicated above and expire on the fifth anniversary thereof. During the first year of the Initial Term, TENANT shall pay to OWNER as a lease payment the sum of Three Thousand and No/100 Dollars (\$3,000) per month (“Rent”), such payment being due in advance on or before the fifth (5th) day of the respective month. However, TENANT may aggregate its lease payments by paying annually, in advance. OWNER agrees to provide TENANT with a W-9 form in advance of receiving Rent.

b) Upon the expiration of the Initial Term, this Lease shall be automatically extended for one (1) “Renewal Term” of five (5) additional years unless TENANT notifies OWNER in writing at least ninety (90) days prior of its intention not to renew the Lease. Thereafter, upon the expiration of the first Renewal Term, unless TENANT notifies OWNER in this same above-described manner, this Lease shall automatically renew and extend for up to three (3) additional five (5) year Renewal Terms, each beginning upon the expiration of the term then in effect.

c) Beginning upon the first anniversary of the Effective Date (“Anniversary Date”), and each Anniversary Date thereafter during both the Initial Term and any and all Renewal Terms, if any, the monthly rent shall be increased by an amount equal to three percent (3%) of the then current Rent. As provided above, the monthly Rent shall be due in advance on or before the fifth (5th) day of the respective month. However, TENANT may aggregate its lease payments by paying annually, in advance.

d) Should this Lease still be in effect at the conclusion of all of the Renewal Terms provided for herein, this Lease shall continue in effect on the same terms and conditions, other than monthly Rent which shall be an amount equal to the monthly Rent in effect for the preceding year, increased by three percent (3%) for a further period of one (1) year, and for like annual periods thereafter, until and unless terminated by either party by giving to the other at least thirty (30) days prior written notice of its intention to so terminate at the end of the annual term.

e) TENANT shall pay OWNER a late payment charge equal to five percent (5%) of the late payment for any payment (including rental payments) not paid when due. In addition, any amounts not paid when due shall bear interest until paid at the lesser of the rate of two percent (2%) per month or the highest rate permitted by law.

4) USE OF THE LEASED SITE

a) TENANT shall use the Leased Site for the installation, operation, and maintenance of its Antenna Facilities for the transmission, reception and operation of a communications system and uses incidental thereto and for no other uses. OWNER may permit others to use other portions of

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OWNER's Property (including the Tower), provided, however, TENANT shall have the exclusive use of its Antenna Facilities, equipment shelters and Primary RAD Space as shown on Exhibit "C" hereto. TENANT may erect and operate additional Antenna Facilities in accordance with the terms of this Lease.

TENANT shall, at its own expense, comply with all present and future federal state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, radio frequency emissions, other radiation and safety) in connection with the use, operation, maintenance, construction and/or installation of the Antenna Facilities. OWNER agrees to reasonably cooperate with TENANT in obtaining, at TENANT's expense any federal licenses and permits required for or substantially required by TENANT's use of the Property.

b) OWNER acknowledges that TENANT's ability to use the Leased Site for TENANT's intended purposes is contingent upon TENANT's obtaining and maintaining, both before and after the commencement date of this Lease, all of the certificates, permits, licenses and other approvals (collectively known as "Governmental Approvals") that may be required by any federal, state or local authority for the foregoing uses and improvements to the Leased Site desired by TENANT. OWNER shall promptly cooperate, at TENANT's expense, with TENANT in TENANT's efforts to obtain such Governmental Approvals and shall take no action that would adversely affect TENANT's obtaining or maintaining such Governmental Approvals.

c) TENANT shall, at its own expense, maintain the Leased Site and any equipment on or attached to the Leased Site in a safe condition, in good repair and in a manner so as not to conflict with the use of or other leasing of the Leased Site by OWNER, subject to the terms of Paragraph 18 herein.

d) TENANT shall have sole responsibility for the maintenance, repair, and security of its equipment and personal property, Antenna Facilities, and leasehold improvements located on the Leased Site, and shall keep the same in good repair and condition during the Lease term.

e) TENANT shall keep the Leased Site free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference.

f) In the event the OWNER or any other tenant undertakes painting, construction or other alterations on the Leased Site, OWNER shall give TENANT at least ninety (90) days' prior written notice, except in an emergency, and TENANT shall take reasonable measures at TENANT's cost to cover or temporarily remove TENANT's equipment, personal property or Antenna Facilities and protect such from paint and debris fallout which may occur during the painting, construction or alteration process. OWNER agrees to use its reasonable efforts to permit TENANT to place temporary transmission and reception facilities on OWNER's Property at no additional Rent until such time as TENANT is able to reinstall TENANT's equipment, personal property or Antenna Facilities on the Tower. OWNER is not responsible or liable for any damage or injury that may occur

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if TENANT elects not to temporarily remove its Antenna Facilities, equipment or other personal property. All such construction, repairs or alterations shall be subject to the terms of Paragraph 19 hereof.

5) TERMINATION

a) In addition to the other events giving rise to a right of lease termination, as such are set forth in this Lease, if any of the following occurs, TENANT shall have the right to immediately terminate this Lease for cause by giving written notice to OWNER of such termination:

i) TENANT determines, in its sole discretion, that it will be unable to obtain all necessary Governmental Approvals for TENANT's intended use of and improvements to the Leased Site desired by TENANT; or

ii) TENANT's application for any Governmental Approvals necessary for TENANT's use of the Leased Site and improvements desired by TENANT is denied; or

iii) any Governmental Approvals necessary for TENANT's use of the Leased Site and/or improvements to the Leased Site, whether now or hereafter desired by TENANT, are canceled, expired, lapsed or are otherwise withdrawn, terminated or denied so that TENANT, in its reasonable judgment, determines that it will no longer be able to use the Leased Site for TENANT's intended use; or

iv) the Federal Communications Commission (which allocates the frequencies at which TENANT may operate its antennas and equipment) changes the frequencies at which TENANT operates its antennas and equipment, which change, in TENANT's reasonable judgment, renders its operation of a communications facility at the Leased Site obsolete; or

v) TENANT obtains, in its reasonable judgment, unacceptable results of any radio test, survey, title report or environmental study.

Each of the above conditions shall operate independently with regard to each Tower location leased by TENANT within the Leased Site. Any termination notice rendered by TENANT pursuant to this Paragraph shall cause the respective portion of the Lease to expire with the same force and effect as though the date set forth in such notice was the date originally set as the expiration date of the Lease. In the event of such termination, any prepaid, unearned rent shall be refunded to TENANT by OWNER.

b) In addition, and provided that TENANT is not then in default under this Lease, TENANT may, during any Renewal Term, upon ninety (90) days written notice to OWNER, terminate and cancel all or a portion of this Lease if TENANT determines that any portion of the Leased Site have become unsuitable for TENANT's operations, upon payment in guaranteed funds to OWNER of a termination fee equal to six (6) months' rent at the rate then in effect. As to such

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termination fee, TENANT shall receive a credit equal to the amount of any unearned rent as of the date of such termination.

6) ASSIGNMENT AND SUBLETTING

a) Except to a “Partner Company,” “Affiliate” or “Subsidiary” of TENANT (as defined below), or to an entity acquiring all or substantially all of TENANT’s assets through merger, acquisition, sale or other similar transaction, TENANT shall not assign this Lease, or allow it to be assigned, in whole or in part, by operation of law or otherwise, or mortgage or pledge the same, or sublet the Leased Site, or any part thereof, without the prior written consent of OWNER, such consent not to be unreasonably withheld or delayed. OWNER shall have the right to review any mortgage or pledge documents to ensure that such documents do not allow a lien, or similar instrument, to be placed on the Leased Site if TENANT defaults thereunder. OWNER shall have the right to review any sublease to ensure that the subtenant agrees to abide by the terms and conditions of this Lease. OWNER may withhold consent if any of the aforementioned documents do not contain the preceding provisions. If any subleases provide that TENANT will receive rental payments in excess of the then current Rent due hereunder (“Excess Subrent”), the Rent shall be increased by an amount equal to fifty percent (50%) of the Excess Subrent.

b) Each of the members of TENANT is a Partner Company. An Affiliate of an entity is any entity which directly or indirectly controls, is controlled by, or under common control with, that party. “Control” of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise. A Subsidiary of an entity is any entity eighty percent (80%) or more of the ownership of which is owned by such entity.

c) No consent by OWNER to any assignment or sublease by TENANT shall relieve TENANT of any obligation to be performed by TENANT under this Lease, including but not limited to paying Rent, whether arising before or after the assignment or sublease. The consent by OWNER to any assignment or sublease shall not relieve TENANT from the obligation to obtain OWNER’s express written consent to any other assignment or sublease.

d) Any sale or other transfer, including by consolidation, merger or reorganization, of a majority of the voting stock of TENANT, if TENANT is a corporation, or any sale or other transfer of a majority in interest (whether of profits, losses, capital or voting power) or a majority of the persons comprising the managers of the partnership, if TENANT is a partnership, shall not be an assignment for purposes of this Paragraph 6.

7) FIRE OR OTHER CASUALTY

a) If the Tower, or access to it, is damaged or destroyed by a casualty covered by the insurance carried by OWNER, it shall be OWNER’s option whether or not to commence appropriate repairs (to be diligently prosecuted to completion entirely at OWNER’s expense). If OWNER decides

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to repair the Tower, this Lease shall continue in full force and effect. If, however, the Tower is damaged to the extent that OWNER decides not to repair it, OWNER shall deliver written notice to TENANT, within thirty (30) days after the casualty, or such longer time as it takes for OWNER's insurance carrier to confirm whether the event resulted in a covered claim, of OWNER's election not to repair, restore and/or reconstruct the Tower but to designate a site on which TENANT may relocate in accordance with Paragraph 7.c. below. If, as a result of any such casualty, any portion of the Leased Site becomes totally or partially unusable by TENANT, Rent shall abate during the period of repair in the same proportion to the total rent as the portion of the Leased Site rendered unusable bears to the entirety of the Leased Site.

b) If OWNER (i) undertakes the repair, restoration and/or reconstruction of the Tower(s) or of any access thereto, but fails to complete such repair, restoration and/or reconstruction within forty-five (45) days after the casualty, (ii) notifies TENANT of OWNER's intention not to repair, restore and/or reconstruct the Tower, or (iii) fails to deliver to TENANT the written notice required under Paragraph 7.a., then TENANT may immediately cancel this Lease by giving written notice of its election to cancel to OWNER.

c) OWNER agrees that during any period of repair, restoration and/or reconstruction, OWNER will exercise its best efforts to designate a site TENANT may use to place temporary transmission and reception facilities, provided such site is available. The exact site to which TENANT may relocate will be determined by OWNER, and it may be upon any portion of OWNER's Property (or other property owned or controlled by OWNER), provided that TENANT reasonably approves the site as equally suitable for TENANT's intended uses. In the event the Parties cannot reasonably agree on a mutually acceptable alternative location on the Property, TENANT shall have the right to terminate this Lease immediately upon written notice to OWNER without incurring any further financial liability to OWNER for such early termination.

8) INDEMNIFICATION AND INSURANCE

a) TENANT hereby agrees to indemnify, defend and hold OWNER harmless from and against any and all claims, business interference, injury, loss, damage, liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) to the extent that they result from or arise out of the acts or omissions of TENANT, its agents, invitees, employees or independent contractors in, on or about the Tower and/or the Leased Site ("Claims"). OWNER: (i) shall promptly provide TENANT with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide TENANT with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of TENANT; and (iii) shall fully cooperate with TENANT in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve TENANT of its indemnity obligation, except (1) to the extent TENANT can show it was prejudiced by the delay; and (2) TENANT shall not be liable for any settlement or litigation expenses incurred before the time when notice is given. Except for the indemnity obligations set forth in this Lease, and otherwise notwithstanding anything

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to the contrary in this Lease, TENANT and OWNER each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

b) TENANT shall provide OWNER with a certificate of insurance issued by an insurance company eligible to do business in Texas indicating that TENANT carries commercial general liability insurance including contractual liability coverage with limits of liability thereunder of \$1 million combined single limit, per occurrence and in the aggregate, for bodily injury and/or property damage. Such insurance shall include OWNER as an additional insured with respect to matters arising out of TENANT's use of and operations at the Leased Site. OWNER'S additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by TENANT, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of OWNER, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of OWNER, its employees, agents or independent contractors; and, (iii) not exceed TENANT'S indemnification obligation under this Agreement. TENANT will provide OWNER with a renewal certificate within ten (10) business days of OWNER's written request for such certificate. Any insurance required to be provided by TENANT under this Paragraph 8 may be provided by a blanket insurance policy covering the Leased Site and other locations of TENANT, provided such blanket insurance policy complies with all of the other requirements of this Lease with respect to the type and amount of insurance required. TENANT shall also provide OWNER evidence that it maintains workers' compensation insurance in compliance with statutory requirement of the State of Texas and automobile liability coverage with a \$500,000 limit. TENANT shall have the right to self-insure the coverages required in subsection 8(b), provided TENANT or its parent company maintains a minimum tangible net worth in excess of Two Hundred Million Dollars (\$200,000,000.00). In the event TENANT elects to establish a program of self insurance for any policies of insurance required hereunder, TENANT must first provide written notice to OWNER of such election together with TENANT's standard letter of self-insurance.

c) TENANT shall provide at least thirty (30) days prior written notification to OWNER of cancellation of any required coverage that is not replaced.

d) TENANT agrees to indemnify and save harmless OWNER from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this Lease.

e) TENANT shall endeavor to require that each and every one of its contractors and their subcontractors carry, in full force and effect, workers' compensation, commercial general liability and automobile liability insurance coverages of the type which TENANT is required to obtain under the terms of this paragraph with appropriate limits of insurance.

f) Once during the Initial Term and once during each Renewal Term, OWNER may review the insurance coverages to be carried by TENANT. If OWNER reasonably determines that

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higher limits of coverage are necessary to protect the interests of OWNER, TENANT shall be so notified and shall obtain the additional limits of insurance, at its sole cost and expense.

9) UTILITIES

TENANT shall be responsible directly to the serving entities for all utilities required by TENANT's use of the Leased Site, however, OWNER agrees to cooperate with TENANT in its efforts to obtain utilities from any location provided by the OWNER or the servicing utility. Should electric power be provided by OWNER, TENANT will install an electric meter and TENANT's usage shall be read by OWNER (or, at TENANT's option and cost, by a meter reading service selected by TENANT) on a monthly basis and the cost of electricity used by TENANT shall be paid monthly by TENANT to OWNER, upon thirty (30) days written notice thereof, as a payment separate from Rent. OWNER may charge a reasonable meter reading fee but agrees that it will not include a markup on the utility charges. If TENANT submeters electricity from OWNER, OWNER agrees, to the extent feasible, to give TENANT at least twenty-four (24) hours advanced notice of any planned interruptions of said electricity. OWNER acknowledges that TENANT provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in TENANT's reasonable determination, OWNER agrees to allow TENANT the right to bring in a temporary source of power for the duration of the interruption. OWNER will not be responsible for interference with, interruption of or failure, beyond the control of OWNER, of such services to be furnished or supplied by OWNER. OWNER agrees to grant to any utility company providing utility services to TENANT, an easement for the purpose of constructing, operating and maintaining utilities to provide such services to the Leased Site. Such easement shall be in a location to be approved by OWNER, which approval shall not be unreasonably withheld, conditioned or delayed. Upon TENANT's or a utility company's request, OWNER will execute a separate recordable easement evidencing this grant.

10) RIGHTS TO EQUIPMENT; CONDITION ON SURRENDER

TENANT's Antenna Facilities shall remain personal to and the property of TENANT. OWNER waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof. The Antenna Facilities shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; OWNER consents to TENANT's right to remove all or any portion of the Antenna Facilities from time to time in TENANT's sole discretion and without OWNER's consent. At the termination or expiration of this Lease, TENANT shall, within ninety (90) days, (A) remove its Antenna Facilities, (B) repair any damage caused by such removal, (C) with respect to any land leased, remove all of its equipment, other than utilities or foundations that are at or below grade, and (D) otherwise surrender the Leased Site at the expiration of the term (as the same may have been extended or the earlier termination thereof) in good condition, ordinary wear and tear, damage by fire and other casualty excepted.

11) TENANT DEFAULTS

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a) The occurrence of any one or more of the following events shall constitute an “Event of Default” hereunder by TENANT:

i) The failure by TENANT (A) to make any payment of Rent or any other payment required to be made by TENANT hereunder, as and when due, or (B) to maintain any insurance required by Paragraph 8, where such failure shall continue for a period of twenty (20) days after written notice thereof is received by TENANT from OWNER.

ii) The failure by TENANT to observe or perform any of the covenants or provisions of this Lease to be observed or performed by TENANT, other than as specified in Paragraph 11.a.(i), where such failure shall continue for a period of thirty (30) days after written notice thereof is received by TENANT from OWNER; provided, however, that it shall not be deemed an Event of Default by TENANT if TENANT shall commence to cure such failure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion, if during such thirty (30) day period TENANT gives written notice to OWNER explaining in detail why the EVENT of Default cannot be cured in thirty (30) days, outlines the plan to cure the Event of Default and states the date by which the Event of Default will be cured.

b) If there occurs an Event of Default by TENANT, in addition to any other remedies available to OWNER at law or in equity, OWNER shall have option to terminate this Lease and all rights of TENANT hereunder.

c) If there occurs an Event of Default by TENANT and the Lease is terminated, OWNER shall have the right to re-enter the Leased Site and remove persons or property from the Leased Site or the Tower if TENANT fails to do so within sixty (60) days from the termination date of the LEASE.

(d) The following will be deemed a default by OWNER and a breach of this Agreement: (i) failure to provide access to the Leased Site or to cure an interference problem within forty-eight (48) hours after receipt of written notice of such default; or (ii) OWNER’s failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from TENANT specifying the failure. No such failure, however, will be deemed to exist if OWNER has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of OWNER. If OWNER remains in default beyond any applicable cure period, TENANT will have: (i) the right to cure OWNER’s default and to deduct the reasonable and necessary costs of such cure from any monies due to OWNER from TENANT, and (ii) any and all other rights available to it under law and equity.

12) NOTICES

All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or to

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any other mailing address which the party to be notified may designate to the other party by such notice). Notice by any other method (whether by hand-delivery, overnight delivery service, or otherwise) shall only be deemed effective upon receipt by the intended recipient. Should OWNER or TENANT have a change of address, the other party shall immediately be notified as provided in this Paragraph of such change. Unless OWNER otherwise specifies in writing, Rent checks from TENANT shall be sent to the person listed below to whom notices are sent.

TENANT:

New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Cell Site#: DX0050; Cell Site Name: City of Celina (TX)
 Fixed Asset No: 12842469
 575 Morosgo Drive NE
 Atlanta, Georgia 30324

With a copy to:

New Cingular Wireless PCS, LLC
 Attn: Legal Department
 Re: Cell Site#: DX0050; Cell Site Name: City of Celina (TX)
 Fixed Asset No: 12842469
 208 S. Akard Street
 Dallas, TX 75202-4206

OWNER:

City of Celina
 Attn: City Manager
 142 North Ohio Street
 Celina, Texas 75009

13) SALE OR TRANSFER BY OWNER

Should OWNER, at any time during the term of this Lease, sell, lease, transfer or otherwise convey all or any part of OWNER's Property to any transferee other than TENANT, then such transfer shall be under and subject to this Lease and all of TENANT's rights hereunder. In the event of a change in ownership, transfer or sale of the OWNER's Property, within ten (10) business days of such transfer, OWNER or its successor will send the documents listed below in this subsection (b) to TENANT. Until TENANT receives all such documents, TENANT shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

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- i. New IRS Form W-9
- ii. Full contact information for new OWNER including all phone number(s)
- iii. Copy of deed or other instrument of transfer

14) HAZARDOUS SUBSTANCES

a) TENANT represents and warrants that its use of the Leased Site herein will not generate any hazardous substance, and it will not store or dispose on the Leased Site nor transport to or over the Leased Site any hazardous substance in violation of any laws or regulations relating thereto. TENANT further agrees to hold OWNER harmless from, indemnify and defend OWNER against any release of any such hazardous substance and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof except any release caused by the negligence of OWNER, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. OWNER has no knowledge of any Hazardous substance located on or about the OWNER's Property, nor will OWNER allow any such substance or hazardous condition to exist. To the extent allowed by law, OWNER agrees to hold harmless and indemnify TENANT from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of OWNER for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding, to the extent arising from subsurface or other contamination of the OWNER's Property with hazardous substances prior to the Effective Date of this Agreement or from such contamination caused by the acts or omissions of the OWNER during the Term. In the event TENANT becomes aware of any hazardous materials on the OWNER's Property, or any environmental, health or safety condition or matter relating to the OWNER's Property, that were not caused by TENANT and, in TENANT's sole determination, renders the condition of the Leased Site or OWNER's Property unsuitable for TENANT's use, or if TENANT believes that the leasing or continued leasing of the Leased Site would expose TENANT to undue risks of liability to a government agency or third party, TENANT will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice, as required by Paragraph 11.d.(ii), to OWNER.

15) CONDEMNATION

a) In the event the whole of OWNER's Property, including without limitation the Leased Site and the Tower, shall be taken or condemned, either temporarily or permanently, for public

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purposes, or sold to a condemning authority under threat of condemnation to prevent taking, then this Lease shall forthwith automatically cease and terminate.

b) In the event any portion of the Leased Site or the Tower shall be taken or condemned, either temporarily or permanently, for public purposes, or sold to a condemning authority under threat of condemnation to prevent taking, then OWNER agrees that TENANT may use and/or construct upon an alternative portion of OWNER's Property, as selected by OWNER, which is equally suitable for TENANT's purposes, provided such space is available. The exact site to which TENANT may relocate will be determined by OWNER, and it may be upon any portion of OWNER's Property (or other property owned or controlled by OWNER), provided that TENANT reasonably approves the site as equally suitable for TENANT's intended uses. OWNER will designate a site to which TENANT may relocate prior to the taking, condemnation or sale. In the event no alternative portion of the OWNER's Property (or other property owned or controlled by OWNER) is equally suitable for the purposes of TENANT, then this Lease shall forthwith automatically cease and terminate.

c) OWNER shall receive the entire condemnation award for land, the Tower and such other improvements as are paid for by OWNER, and TENANT hereby expressly assigns to OWNER any and all right, title and interest of TENANT now or hereafter arising in and to any such award. TENANT shall have the right to recover from such authority, but not from OWNER, any compensation as may be awarded to TENANT on account of the leasehold interest, moving and relocation expenses, and depreciation to and removal of the personal property and fixtures of TENANT.

16) LIENS

TENANT shall keep the Leased Site free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for TENANT. TENANT shall, within sixty (60) days following the imposition of any such lien, cause the same to be released of record by payment or posting of a proper bond. No work which OWNER permits TENANT to perform on the Leased Site shall be deemed to be for the use and benefit of OWNER so that no mechanic's or other lien shall be allowed against the estate of OWNER by reason of its consent to such work. OWNER shall have the right to post notices that it is not responsible for payment for any such work.

17) TAXES

a) OWNER shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of OWNER, including any such taxes that may be calculated by the taxing authority using any method, including the income method. TENANT shall be liable for and shall pay to the applicable taxing authority, if billed directly to TENANT, or to OWNER if billed to OWNER, upon thirty (30) days prior written notice from OWNER, any and all taxes and assessments levied against any personal property or trade or other fixtures placed by TENANT in or about the Leased Site.

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b) TENANT shall pay as additional rent any increases in real property taxes levied against OWNER's Property, including the Tower, as a result of the improvements constructed by TENANT on the Leased Site. Nothing herein shall require TENANT to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon OWNER. OWNER shall provide TENANT with copies of all assessment notices on or including the Leased Site within thirty (30) days after receipt by OWNER, along with sufficient written documentation detailing any assessment increases attributable to the leasehold improvements, if available. If OWNER does not provide such notice or notices to TENANT in a timely manner and TENANT's rights with respect to such taxes are prejudiced by the delay, OWNER shall reimburse TENANT for any increased costs directly resulting from the delay. TENANT shall have the right to contest, in good faith, the validity or the amount of any tax or assessment levied against the Leased Site by such appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as TENANT may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of OWNER, TENANT, or both, with respect to the valuation of the Leased Site. OWNER shall cooperate in the institution and prosecution of any such proceedings and will execute the relevant documents required therefor. The expense of any such proceedings shall be borne by TENANT and any refunds or rebates secured as a result of TENANT's action shall belong to TENANT.

c) TENANT shall have the right but not the obligation to pay any taxes due by OWNER hereunder if OWNER fails to timely do so, in addition to any other rights or remedies of TENANT. In the event that TENANT exercises its rights under this Section 17(c) due to such OWNER default, TENANT shall have the right to deduct such tax amounts paid from any monies due to OWNER from TENANT.

18) QUIET ENJOYMENT AND NON-INTERFERENCE

a) OWNER warrants and agrees that TENANT, upon paying the Rent and performing the covenants herein provided, shall peaceably and quietly have and enjoy the Leased Site. Owner shall nevertheless continue to have access to the Leased Site as set forth herein.

b) OWNER hereby grants to TENANT, as a primary inducement to TENANT's entering into this Lease, the right to install its Antenna Facilities on the Tower (as set forth and listed on Exhibits "B" and "C") and operate its communications facility on the Tower and the ground space portion of the Leased Site (as set forth on Exhibit "B"). Where there are existing radio frequency user(s) on the OWNER's Property, OWNER will provide TENANT, upon execution of this Agreement, with a list of all existing radio frequency user(s) on the OWNER's Property to allow TENANT to evaluate the potential for interference. TENANT represents and warrants that its use and operation of its Antenna Facilities shall not interfere with existing radio frequency user(s) on the OWNER's Property so disclosed by OWNER, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. If TENANT's Antenna Facilities cause such interference, TENANT shall take all

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measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated in a reasonable time, TENANT shall immediately cease operating its facilities until the interference has been eliminated. If the interference cannot be eliminated within twenty (20) days, OWNER may terminate this Lease as its sole and exclusive remedy. TENANT's installation, operation, and maintenance of its Antenna Facilities shall not damage or interfere in any way with OWNER's operations or related repair and maintenance activities or with such activities of other pre-existing tenants. TENANT agrees to cease all such actions which materially interfere with OWNER's use of the Leased Site immediately upon actual notice of such interference, provided however, in such case, TENANT shall have the right to terminate the Lease.

c) OWNER, at all times during this Lease, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain alter or improve the Leased Site in connection with its operations as may be necessary, including leasing parts of OWNER's Property and Tower to others. From time to time, OWNER may grant to other entities the right to operate communications facilities at the Leased Site and/or the right to install antennas in connection with the operation of such facilities or other communications facilities, provided that OWNER will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Antenna Facilities, the operations of TENANT or the rights of TENANT under this Lease. OWNER will notify TENANT in writing prior to granting any third party the right to install and operate communications equipment on the OWNER's Property. OWNER will not, nor will OWNER permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Antenna Facilities, the operations of TENANT or the rights of TENANT under this Lease.

d) For the purposes of this provision, "interference" may include, but is not limited to, any other use on the Property or any other use on OWNER's other properties that causes electronic, physical or obstruction interference with, or degradation of the communications signals from TENANT's facility. In general, pre-existing facilities expressly excluded, the parties agree that the physical location within One Hundred Thirty feet (130') of TENANT's facility of another communications facility may cause interference. If TENANT notifies OWNER that there is interference, OWNER will cause such interference to cease within forty-eight (48) hours after receipt of notice of interference from TENANT, and if such interference is not cured within forty-eight (48) hours, TENANT will have the option to (i) terminate this Agreement by giving OWNER ten (10) days' written notice of its election to terminate, or (ii) if TENANT elects not to terminate this Agreement, OWNER agrees to allow TENANT, in place of OWNER, and to take any action, in law or in equity, necessary to cause the interfering tenant or licensee to eliminate such interference. TENANT acknowledges that its grant does not exclude other communication facilities on the Property (other than the Premises) and TENANT agrees to reasonably cooperate with OWNER and other potential communication facility operators as to their proposed operations not inconsistent with this Agreement.

19) COORDINATION OF OPERATION

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As a consequence of the proposed twenty-four (24) hour daily basis of operation by TENANT, OWNER acknowledges that any action undertaken or permitted by OWNER in making repairs, alterations, additions or improvements to the Tower that might interfere with, suspend, cut-off or terminate access to or use by TENANT of the Leased Site or TENANT's Antenna Facilities, including without limitation, air-conditioning and utilities thereto, could cause inconvenience, expense and economic loss to TENANT. Therefore, OWNER agrees (i) to use its best efforts to minimize such inconvenience, possible loss or expense to TENANT by using its best efforts not to cause or permit any interruption or interfere with the operations of TENANT's antennas or equipment, particularly during the hours of 4:00 p.m. to 7:00 p.m. on any weekday, and (ii) except in emergency situations, as determined to exist by the OWNER, to give TENANT sixty (60) days advance notice of any normal or routine repairs, alterations, additions or improvements to be made with respect to the maintenance and operation of the Tower and the Leased Site or of any planned shutdowns associated with the Tower for scheduled or routine maintenance that might adversely affect the operation of TENANT's communications facility or Antenna Facilities.

20) BROKERS

OWNER and TENANT represent to each other that they have not negotiated with any real estate broker in connection with this Lease.

21) ESTOPPEL CERTIFICATES

a) TENANT, at the request of OWNER, shall provide OWNER with a certificate stating: (i) that this Lease is unmodified and in full force and effect (or, if there has been any modification, that the same is in full force and effect as modified and stating the modification); (ii) whether or not, to TENANT's knowledge, there are then existing any set-offs, or defenses against the enforcement by OWNER of any of TENANT's agreements, terms, covenants or conditions hereof (and, if so specifying the same); and (iii) the dates, if any, to which the rent has been paid in advance.

b) OWNER, at the request of TENANT, shall provide TENANT with a certificate stating: (i) that OWNER recognizes TENANT's right to TENANT's antennas, equipment and other property; (ii) that TENANT has the right to remove TENANT's equipment and other property from the Leased Site notwithstanding that same may be considered a fixture under local law; and (iii) that OWNER has no interest in and disclaims any interest to TENANT's equipment and other property. Requests in excess of one (1) per year shall require TENANT to pay OWNER five hundred dollars (\$500) to cover OWNER's cost of providing the certificate.

22) MISCELLANEOUS PROVISIONS

a) OWNER warrants and agrees that OWNER is seized of good and sufficient title to and interest in the Leased Site and has full authority to enter into and execute this Lease and that there are no undisclosed liens, judgments or impediments of title on OWNER's Property that would affect this Lease.

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b) This Lease, including attached exhibits which are hereby incorporated by reference, incorporates all agreements and understandings between OWNER and TENANT, and no verbal agreements or understandings shall be binding upon either OWNER or TENANT, and any addition, variation or modification to this Lease shall be ineffective unless made in writing and signed by the parties.

c) OWNER agrees that OWNER's Property (including, without limitation, the Tower), and all improvements, comply and during the term of this Lease shall continue to comply with all building, life/safety, disability and other laws, codes and regulations of any applicable governmental or quasi-governmental authority. All such compliance shall be accomplished at OWNER's sole cost and expense.

d) This Lease and the performance hereof shall be governed, interpreted, construed and regulated by the laws of the State of Texas.

e) This Lease, and each and every covenant and condition herein, is intended to benefit the Leased Site and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties.

f) The parties agree that all of the provisions hereof shall be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate paragraph.

g) TENANT agrees that TENANT's property (including, without limitation, the Antenna Facilities), and TENANT's use of the Leased Site, comply and during the term of this Lease shall continue to comply with all building, life/safety, disability and other laws, codes and regulations of any applicable governmental or quasi-governmental authority. All such compliance shall be accomplished at TENANT's sole cost and expense.

h) If any portion of this Lease is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary in such court's opinion to render such portion enforceable and, as so modified, such portion and the balance of this Lease shall continue in full force and effect.

i) The captions of the paragraphs of this Lease are for convenience of reference only and shall not affect the interpretation of this Lease.

j) Only qualified and adequately insured agents, contractors or persons under TENANT's direct supervision will be permitted to climb the Tower or to install or remove TENANT's Antenna Facilities from the Tower. OWNER retains the right to permit its own employees and agents and employees and agents of subsequent users of the Tower, to climb the Tower

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for all purposes that do not interfere with the TENANT's use of the Tower, as long as such subsequent users comply with the non-interference provisions of this Lease.

k) Concurrently with the execution of this Lease, OWNER shall execute before a notary and deliver to TENANT for recording a "Memorandum of Lease Agreement" in the form attached as Exhibit "D", with the same Exhibits "A", "B", and "C" as are attached to this Lease. Such Memorandum shall not disclose any financial terms, unless required to do so by the laws of such jurisdiction. Concurrently with termination of this Lease TENANT shall execute before a notary public and deliver to OWNER and acknowledgement of Lease termination.

IN WITNESS WHEREOF, OWNER and TENANT have duly executed this Lease as of the date first above written.

TENANT:

New Cingular Wireless PCS, LLC,
 a Delaware limited liability company
 By: AT&T Mobility Corporation
 Its: Manager

By: _____
 Name: Leigh Ann Dodson
 Title: Area Manager RE&C NTX Network Ops
 Date: _____

OWNER:

CITY OF CELINA

By: _____
 Name: _____
 Title: _____
 Date: _____

Attachment: DX0050 Light Farms City of Celina Final ATT Version 4318mdp (AT&T Lease Agreement)

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EXHIBIT "A"

LEGAL DESCRIPTION OF OWNER'S PROPERTY

Being a tract of land situated in the John Ragsdale Survey, Abstract No. 734, Collin County, Texas, and being a portion of a tract of land as described in instrument to Lucas Celina 209, Ltd., as recorded in Document No. 20070109000040530 of the Land Records of Collin County, Texas, and being more particularly described as follows:

Commencing at a 5/8 inch iron rod found with yellow cap at the southeast corner of said Lucas Celina 209 tract, said corner also being the southwest corner of a tract of land as described in instrument to Forestar/RPG Land Company, L.L.C., Tract 1, as recorded in Document No. 20070221000239380 of the Land Records of Collin County, Texas;

Thence North 00 degrees 36 minutes 37 seconds West along an east line of said Lucas Celina 209 tract and a west line of said Forestar/RPG tract a distance of 1,500.17 feet to a 5/8 inch iron rod found for an angle point;

Thence North 30 degrees 59 minutes 39 seconds East continuing along a southeasterly line of said Lucas Celina 209 tract and a northwesterly line of said Forestar/RPG tract a distance of 993.25 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars" at the Point of Beginning;

Thence North 59 degrees 00 minutes 21 seconds West departing the southeasterly line of said Lucas Celina 209 tract and the northwesterly line of said Forestar/RPG tract a distance of 400.00 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars"

Thence North 30 degrees 59 minutes 39 seconds East, a distance of 435.60 feet to a 5/8 inch iron rod set with cam stamped "Huitt-Zollars"

Thence South 59 degrees 00 minutes 21 seconds East a distance of 400.00 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars" on a southeasterly line of said Lucas Celina 209 tract and a northwesterly line of said Forestar/RPG tract;

Thence South 30 degrees 59 minutes 39 seconds West along a southeasterly line of said Lucas Celina 209 tract and a northwesterly line of said Forestar/RPG tract a distance of 435.60 feet to the point of Beginning and containing 4.000 acres of land, more or less.

Attachment: DX0050 Light Farms City of Celina Final ATT Version 4318mdp (AT&T Lease Agreement)

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EXHIBIT "B"

DESCRIPTION OF LEASED SITE

15' X 29' LEASE AREA

BEING a tract of land situated in the John Ragsdale Survey, Abstract No. 734, Collin County, Texas, also being situated in Lot 1, Block A, Water Tower Addition At Light Farms, an addition to Collin County, Texas, according to the plat thereof recorded in Volume 2009-424, Map Records, Collin County, Texas, and being out of and a portion of that certain tract of land conveyed to City of Celina, Texas, by Special Warranty Deed with Condition Subsequent dated November 12, 2007, and recorded in Instrument No. 20071115001546420, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod found with cap marked "Huitt Zollars" for the most southerly corner of said Lot 1, Block A, Water Tower Addition At Light Farms, same being the most southerly westerly corner of Light Farms Phase 2A, The Bluestem Neighborhood, an addition to Collin County, Texas, according to the plat thereof recorded in Volume 2014-392, Map Records, Collin County, Texas, and being on the northeasterly right-of-way line of Light Farms Way (215' public right-of-way at this point);

THENCE along the northeasterly right-of-way line of Light Farms Way, North 59 degrees 02 minutes 02 seconds West, a distance of 10.00 feet to a Point;

THENCE through the interior of said Lot 1, Block A, Water Tower Addition At Light Farms, North 30 degrees 57 minutes 58 seconds East, a distance of 336.60 feet to a 5/8" iron rod set with cap marked "WEBB-4125" for the POINT OF BEGINNING hereof;

THENCE continuing through the interior of said Lot 1, Block A, Water Tower Addition At Light Farms, the following four (4) courses:

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1. North 59 degrees 02 minutes 01 seconds West, a distance of 15.00 feet to a 5/8" iron rod set with cap marked "WEBB-4125";
2. North 30 degrees 57 minutes 58 seconds East, a distance of 29.00 feet to a 5/8" iron rod set with cap marked "WEBB-4125";
3. South 59 degrees 02 minutes 01 seconds East, a distance of 15.00 feet to a 5/8" iron rod set with cap marked "WEBB-4125";
4. South 30 degrees 57 minutes 58 seconds West, a distance of 29.00 feet to the POINT OF BEGINNING hereof and containing 0.0100 acres or 435 square feet of land, more or less.

15' ACCESS EASEMENT

BEING a tract of land situated in the John Ragsdale Survey, Abstract No. 734, Collin County, Texas, also being situated in Lot 1, Block A, Water Tower Addition At Light Farms, an addition to Collin County, Texas, according to the plat thereof recorded in Volume 2009-424, Map Records, Collin County, Texas, and being out of and a portion of that certain tract of land conveyed to City of Celina, Texas, by Special Warranty Deed with Condition Subsequent dated November 12, 2007, and recorded in Instrument No. 20071115001546420, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod found with cap marked "Huitt Zollars" for the most southerly corner of said Lot 1, Block A, Water Tower Addition At Light Farms, same being the most southerly westerly corner of Light Farms Phase 2A, The Bluestem Neighborhood, an addition to Collin County, Texas, according to the plat thereof recorded in Volume 2014-392, Map Records, Collin County, Texas, and being on the northeasterly right-of-way line of Light Farms Way (215' public right-of-way at this point);

Site Name: City of Celina
 Site Number: DX0050
 Fixed Asset No: 12842469

THENCE along the northeasterly right-of-way line of Light Farms Way, North 59 degrees 02 minutes 01 seconds West, a distance of 365.58 feet to the POINT OF BEGINNING hereof;

THENCE continuing along the northeasterly right-of-way line of Light Farms Way, North 59 degrees 02 minutes 01 seconds West, a distance of 15.00 feet to a Point;

THENCE through the interior of said Lot 1, Block A, Water Tower Addition At Light Farms, the following fifteen (15) courses:

1. North 30 degrees 59 minutes 25 seconds East, a distance of 372.74 feet to a Point;
2. Along a curve to the right having a radius of 45.00 feet, an arc distance of 70.69 feet, through a central angle of 90 degrees 00 minutes 24 seconds, and whose chord bears North 75 degrees 59 minutes 37 seconds East, a distance of 63.64 feet to a Point;
3. South 59 degrees 00 minutes 11 seconds East, a distance of 157.47 feet to a Point;
4. Along a curve to the right having a radius of 45.00 feet, an arc distance of 14.77 feet, through a central angle of 18 degrees 48 minutes 43 seconds, and whose chord bears South 49 degrees 35 minutes 49 seconds East, a distance of 14.71 feet to a Point;
5. South 40 degrees 11 minutes 27 seconds East, a distance of 43.06 feet to a Point;
6. Along a curve to the right having a radius of 45.00 feet, an arc distance of 35.37 feet, through a central angle of 45 degrees 01 minutes 59 seconds, and whose chord bears South 17 degrees 40 minutes 28 seconds East, a distance of 34.47 feet to a Point;
7. South 48 degrees 48 minutes 38 seconds East, a distance of 72.95 feet to a 5/8" iron rod set with cap marked "WEBB-4125" for the northwest corner of the lease area described hereon;

Site Name: City of Celina
Site Number: DX0050
Fixed Asset No: 12842469

8. Along the west line of said lease area, South 30 degrees 57 minutes 58 seconds West, a distance of 15.24 feet to a Point;
9. North 48 degrees 48 minutes 38 seconds West, a distance of 84.26 feet to a Point;
10. Along a curve to the left having a radius of 30.00 feet, an arc distance of 30.62 feet, through a central angle of 58 degrees 29 minutes 13 seconds, and whose chord bears North 10 degrees 56 minutes 51 seconds West, a distance of 29.31 feet to a Point;
11. North 40 degrees 11 minutes 27 seconds West, a distance of 43.06 feet to a Point;
12. Along a curve to the left having a radius of 30.00 feet, an arc distance of 9.85 feet, through a central angle of 18 degrees 48 minutes 43 seconds, and whose chord bears North 49 degrees 35 minutes 49 seconds West, a distance of 9.81 feet to a Point;
13. North 59 degrees 00 minutes 11 seconds West, a distance of 157.47 feet to a Point;
14. Along a curve to the left having a radius of 30.00 feet, an arc distance of 47.13 feet, through a central angle of 90 degrees 00 minutes 24 seconds, and whose chord bears South 75 degrees 59 minutes 37 seconds West, a distance of 42.43 feet to a Point;
15. South 30 degrees 59 minutes 25 seconds West, a distance of 372.74 feet to the POINT OF BEGINNING hereof and containing 0.2603 acres or 11,340 square feet of land, more or less.

Site Name: City of Celina
 Site Number: DX0050
 Fixed Asset No: 12842469

10' UTILITY & FIBER EASEMENT

BEING a tract of land situated in the John Ragsdale Survey, Abstract No. 734, Collin County, Texas, also being situated in Lot 1, Block A, Water Tower Addition At Light Farms, an addition to Collin County, Texas, according to the plat thereof recorded in Volume 2009-424, Map Records, Collin County, Texas, and being out of and a portion of that certain tract of land conveyed to City of Celina, Texas, by Special Warranty Deed with Condition Subsequent dated November 12, 2007, and recorded in Instrument No. 20071115001546420, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod found with cap marked "Huitt Zollars" for the most southerly corner of said Lot 1, Block A, Water Tower Addition At Light Farms, same being the most southerly westerly corner of Light Farms Phase 2A, The Bluestem Neighborhood, an addition to Collin County, Texas, according to the plat thereof recorded in Volume 2014-392, Map Records, Collin County, Texas, and being on the northeasterly right-of-way line of Light Farms Way (215' public right-of-way at this point);

THENCE along the northeasterly right-of-way line of Light Farms Way, North 59 degrees 02 minutes 02 seconds West, a distance of 10.00 feet to a Point;

THENCE through the interior of said Lot 1, Block A, Water Tower Addition At Light Farms, the following two (2) courses:

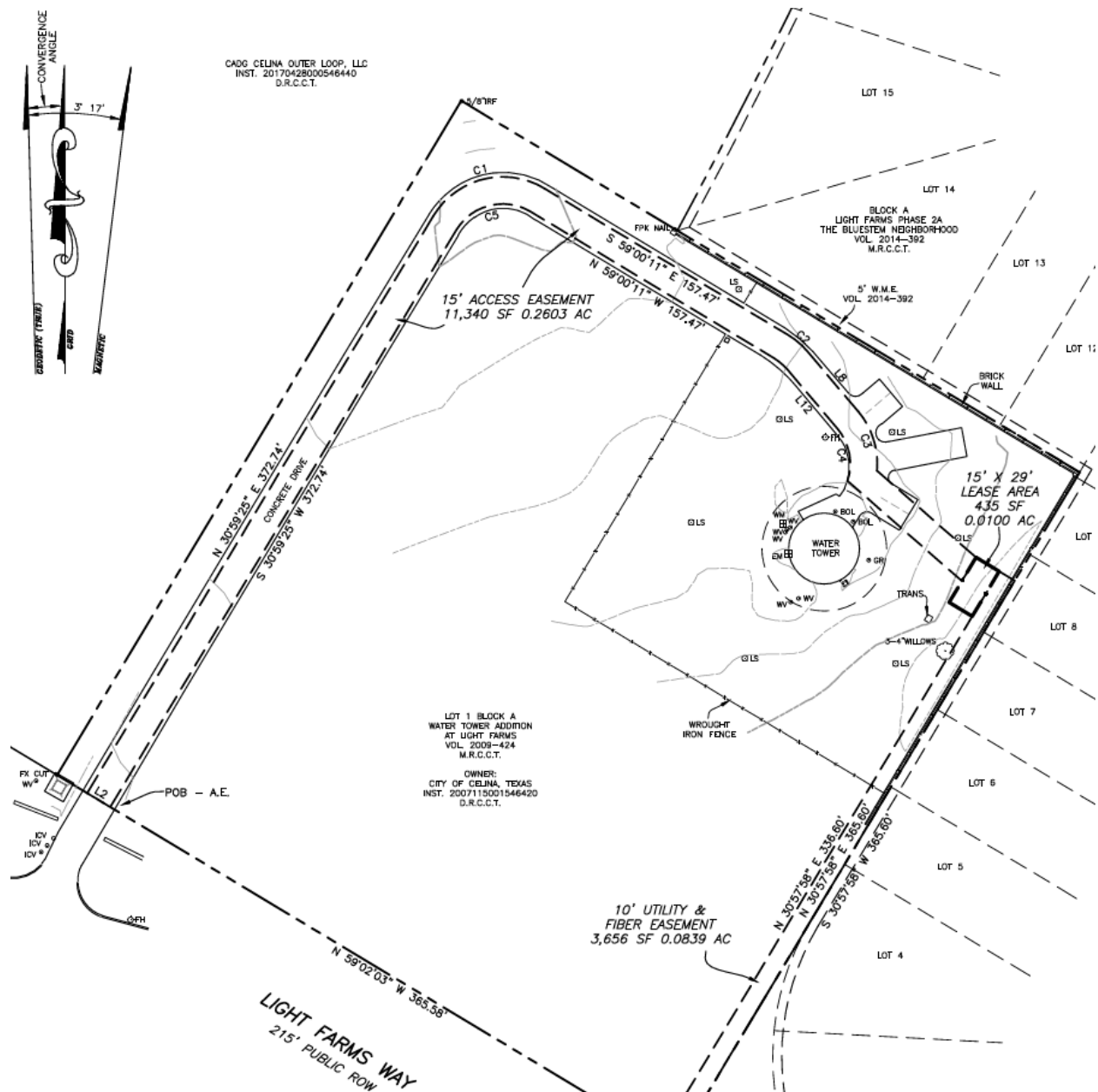
1. North 30 degrees 57 minutes 58 seconds East, a distance of 365.60 feet to a 5/8" iron rod set with cap marked "WEBB-4125" for the northeast corner of the lease area described hereon;
2. South 59 degrees 02 minutes 02 seconds East, a distance of 10.00 feet to a Point on the southeasterly line of said Lot 1, Block A, Water Tower Addition At Light Farms, same being most southerly northwesterly line of Light Farms Phase 2A, The Bluestem Neighborhood;

Site Name: City of Celina
Site Number: DX0050
Fixed Asset No: 12842469

Attachment: DX0050 Light Farms City of Celina Final ATT Version 4318mdp (AT&T Lease Agreement)

Site Name: City of Celina
 Site Number: DX0050
 Fixed Asset No: 12842469

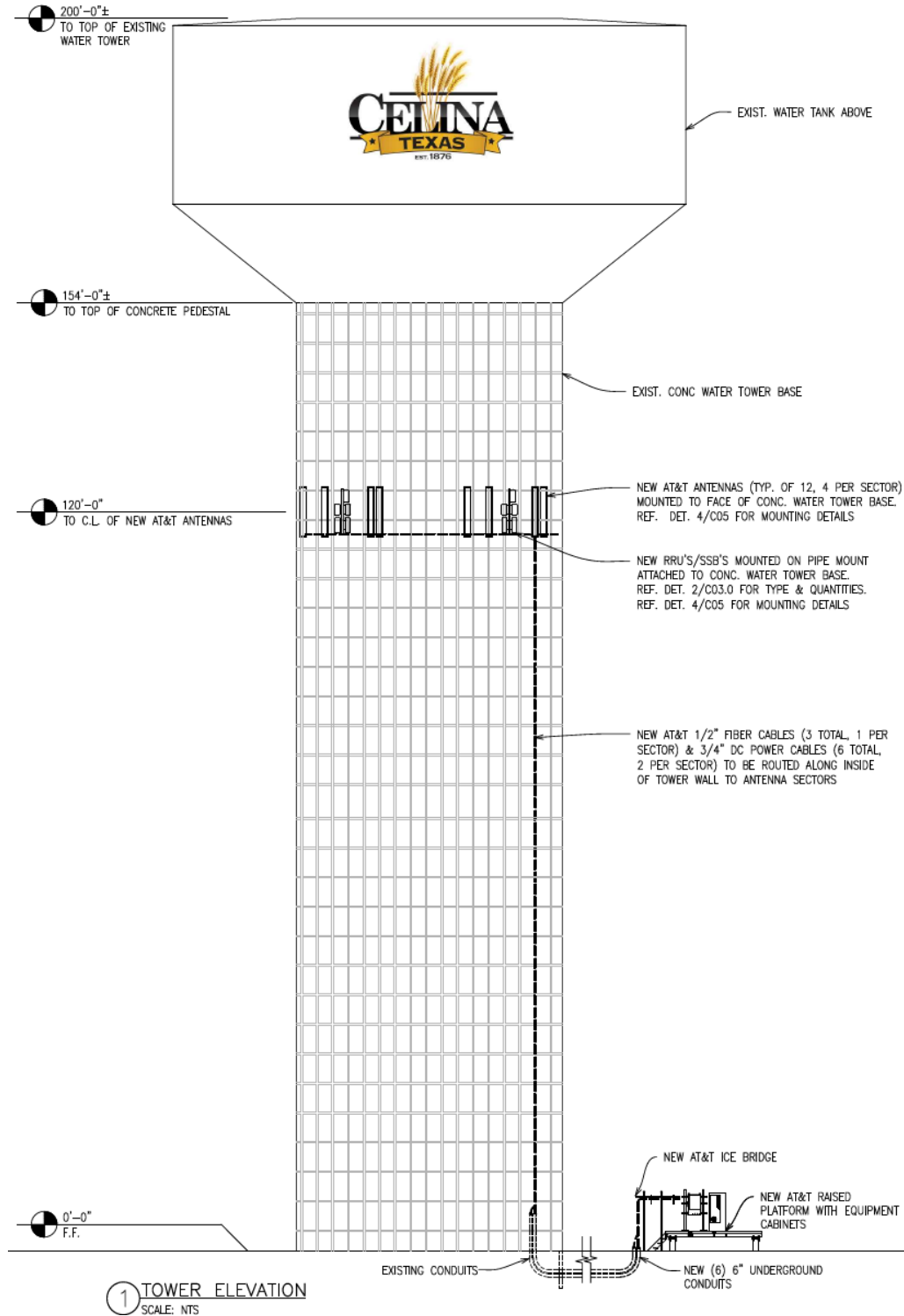
THENCE along the southeasterly line of said Lot 1, Block A, Water Tower Addition At Light Farms, same being most southerly northwesterly line of Light Farms Phase 2A, The Bluestem Neighborhood, South 30 degrees 57 minutes 58 seconds West, a distance of 365.60 feet to the POINT OF BEGINNING hereof and containing 0.0839 acres or 3,656 square feet of land, more or less.



Attachment: DX0050 Light Farms City of Celina Final ATT Version 4318mdp (AT&T Lease Agreement)

Site Name: City of Celina
 Site Number: DX0050
 Fixed Asset No: 12842469

EXHIBIT "C"
 Tower space portion of the Leased Site

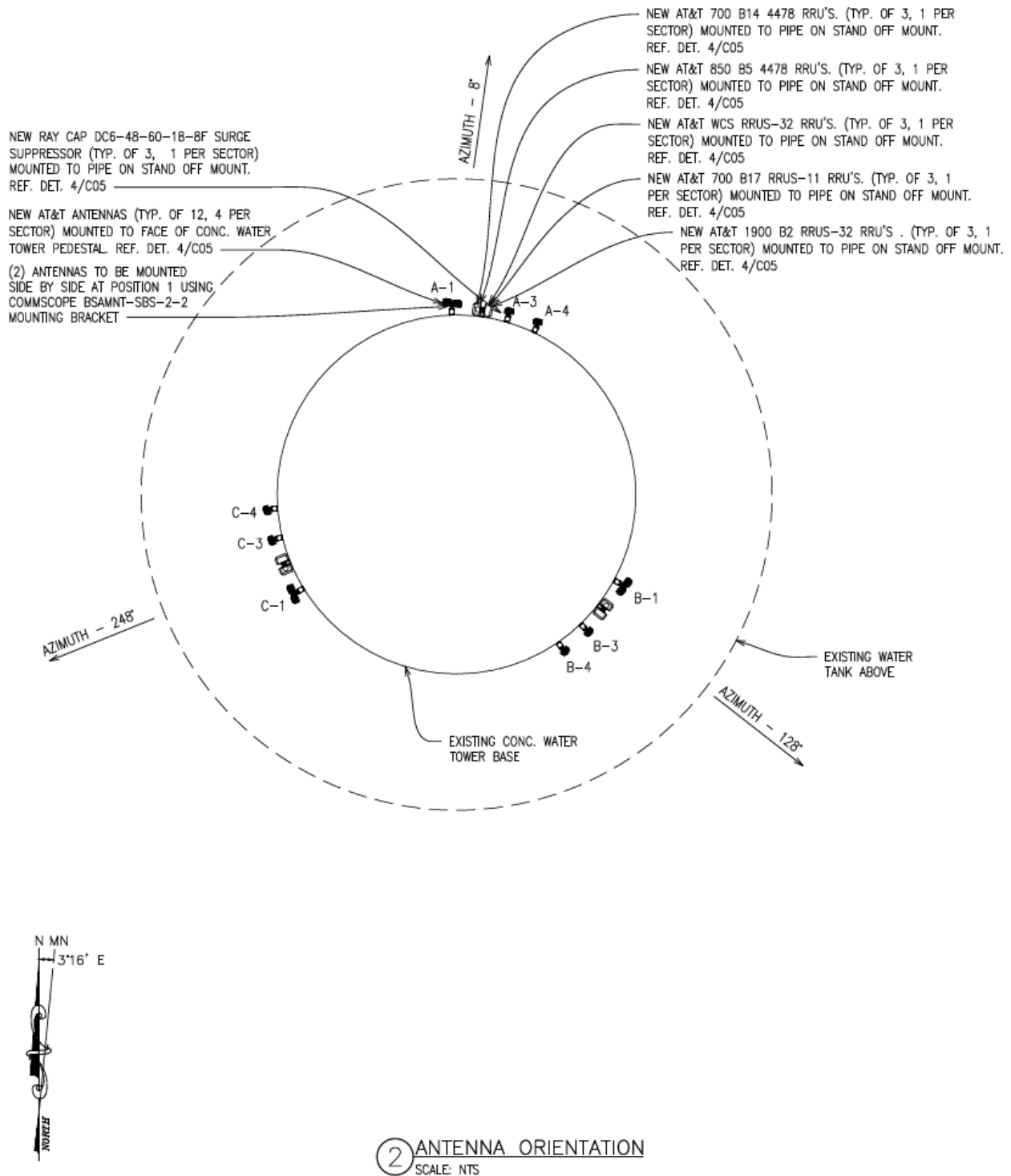


Attachment: DX0050 Light Farms City of Celina Final ATT Version 4318mdp (AT&T Lease Agreement)

Site Name: City of Celina
Site Number: DX0050
Fixed Asset No: 12842469

Attachment: DX0050 Light Farms City of Celina Final ATT Version 4318mdp (AT&T Lease Agreement)

Site Name: City of Celina
 Site Number: DX0050
 Fixed Asset No: 12842469



Site Name: City of Celina
 Site Number: DX0050
 Fixed Asset No: 12842469

EXHIBIT "D"

MEMORANDUM OF LEASE AGREEMENT

This Memorandum made this ____ day of _____, 2018, between the CITY OF CELINA, TEXAS, with its principal mailing address of 142 North Ohio Street, Celina, Texas 75009, hereinafter designated OWNER, and New Cingular Wireless PCS, LLC having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004, for a term of five (5) years with the right to renew for four (4) additional five (5) year terms, plus automatic one (1) year renewals thereafter, unless terminated in accordance with the terms of the Agreement. A copy of the Agreement is on file at the principal office of the OWNER and the TENANT.

2. OWNER hereby leases to TENANT a portion of that certain space on the OWNER's water tower, hereinafter referred to as the Water Tower, located at 1803 Light Farms Way, Prosper, Texas 75078, and more particularly described on attached Exhibit "A", together with a parcel of land sufficient for the installation of TENANT's equipment building as shown on Exhibit "B", attached hereto and made a part hereof, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, along a twenty five (25) foot wide right-of-way extending from the nearest public right-of-way, to the demised premises, and the non-exclusive right for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights-of-way from the demised premises, said demised premises and rights-of-way being substantially as described herein in Exhibit "B" and attached hereto and made a part hereof.

3. The Agreement commences on the first (1st) day of the month following the date the Agreement is executed by the parties or the first (1st) day of the month following the date TENANT is granted a building permit by the governmental agency charged with issuing such permits, whichever event occurs last.

4. The terms, covenants and provisions of the Agreement of which this is a Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of OWNER and TENANT.

IN WITNESS WHEREOF, hereunto OWNER and TENANT have caused this Memorandum to be duly executed on the day and year first written above.

Site Name: City of Celina
Site Number: DX0050
Fixed Asset No: 12842469

OWNER:**CITY OF CELINA**

By: _____
Name: _____
Title: _____
Date: _____

TENANT:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: _____
Name: Leigh Ann Dodson
Title: Area Manager RE&C NTX Network Ops
Date: _____

Attachment: DX0050 Light Farms City of Celina Final ATT Version 4318mdp (AT&T Lease Agreement)

Site Name: City of Celina
 Site Number: DX0050
 Fixed Asset No: 12842469

NOTARY ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF COLLIN

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as _____ on behalf of said City. He is personally known to me or has produced a driver's license as identification.

(AFFIX NOTARIAL SEAL)

 (OFFICIAL NOTARY SIGNATURE)
 NOTARY PUBLIC — STATE OF TEXAS

My commission expires:

 (Printed, Typed or Stamped Name of Notary)

STATE OF TEXAS

COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Leigh Ann Dodson, Area Manager RE&C NTX Ops, of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC on behalf of said company. She is personally known to me.

(AFFIX NOTARIAL SEAL)

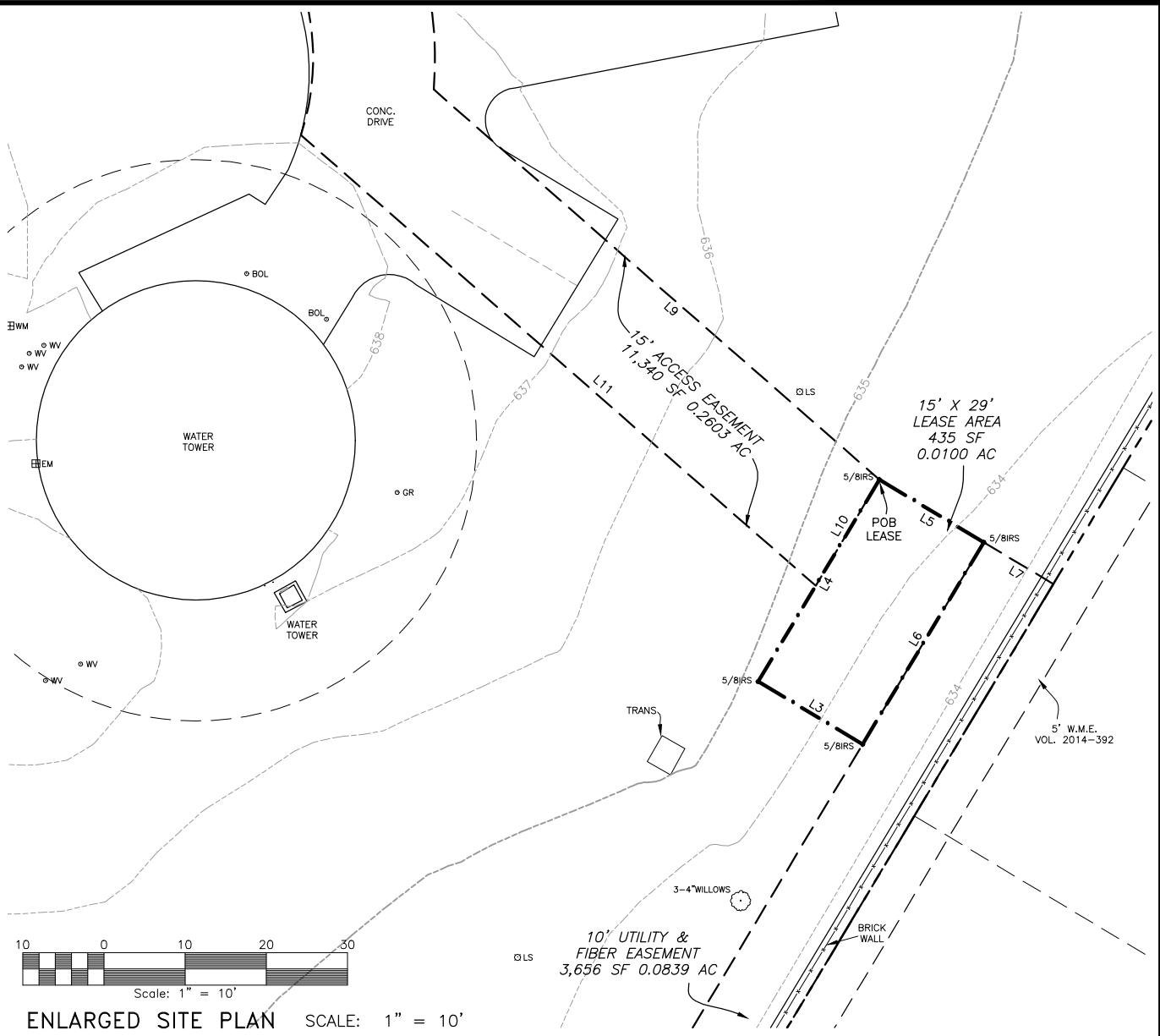
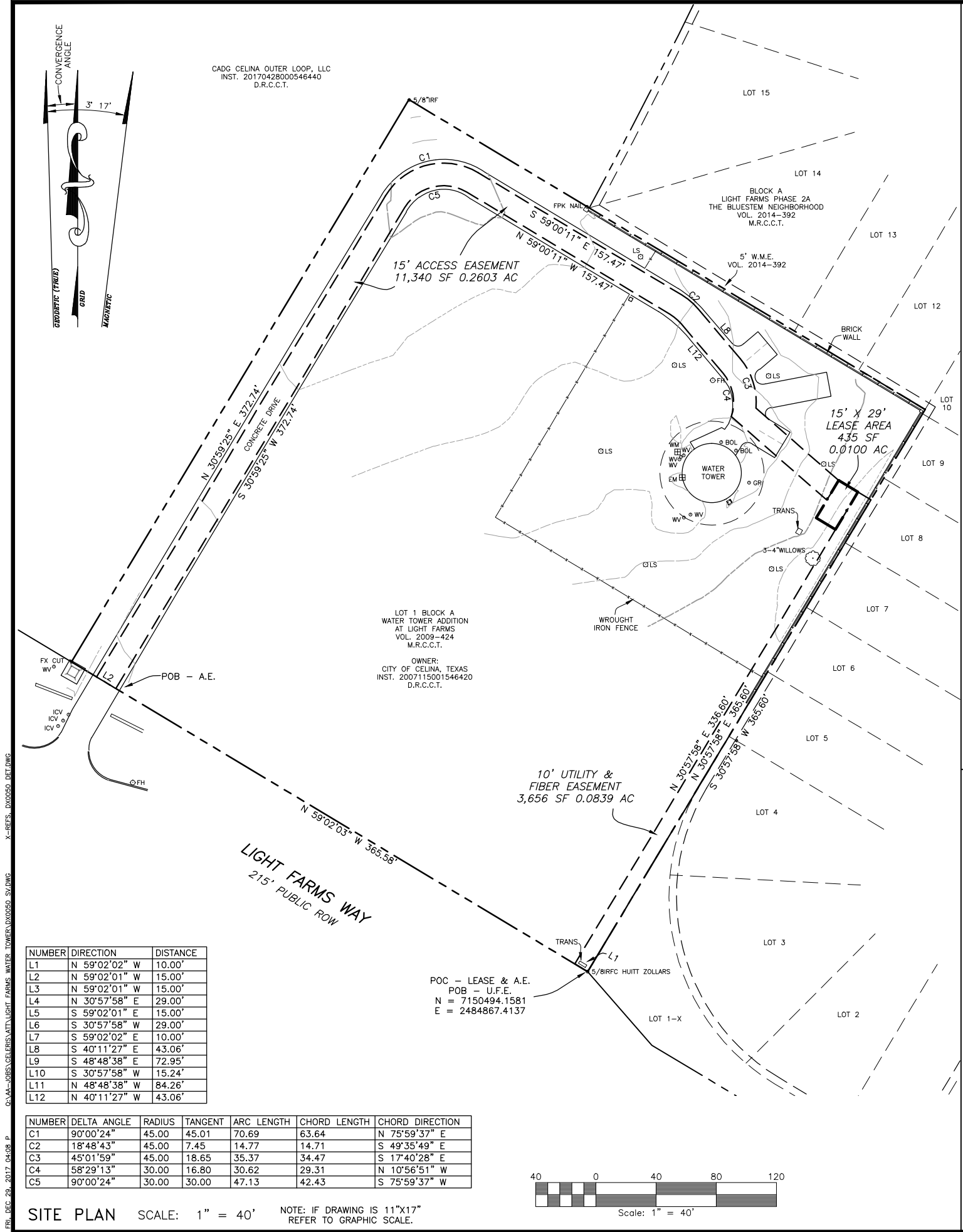
 (OFFICIAL NOTARY SIGNATURE)
 NOTARY PUBLIC — STATE OF TEXAS

My commission expires:

 (Printed, Typed or Stamped Name of Notary)

18. THE CONTRACTOR SHALL FURNISH AND INSTALL ALL MATERIALS UNLESS NOTED





PROJECT INFORMATION

CENTER OF TOWER COORDINATES:
 Latitude (DMS):N 33° 16' 28.7437" NAD83
 Longitude (DMS):W 96° 48' 36.1888" NAD83
 Latitude (DD):N 33.27495° NAD83
 Longitude (DD):W 96.81005° NAD83
 Ground Elevation (AMSL):636.6 Feet
 Top of Water Tower (AGL):201.5 Feet
 Top of Antenna (AGL):220.9 Feet

NOTES:
 INGRESS/EGRESS IN COMMON WITH LESSOR.
 LATITUDE AND LONGITUDE SHOWN HEREON ARE BASED ON NAD83 AND ELEVATIONS NAVD 1988.
 MAGNETIC DECLINATION INFORMATION TAKEN FROM NOAA WEB SITE AND IS APPROXIMATE.
 LATITUDE AND LONGITUDE FROM GPS OBSERVATIONS PERFORMED COINCIDENT WITH SURVEY, 1983 NORTH AMERICAN DATUM.
 BASIS OF ELEVATION: GPS OBSERVATIONS PERFORMED COINCIDENT WITH SURVEY.
 BASIS OF BEARINGS: GRID BEARINGS BASED ON GPS OBSERVATIONS PERFORMED COINCIDENT WITH SURVEY.
 CONVERGENCE ANGLE: 0° 55' 18"
 BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS WITHIN ZONE "X", AREAS OUTSIDE OF A 100 YR. FLOOD PLAIN AS SHOWN BY FIRM MAP COMMUNITY-PANEL NUMBER 48085C0120J, DATED 06/02/2009. NO SURVEYING WAS DONE TO DETERMINE THIS FLOOD ZONE.

LEGEND

- PP - POWER POLE
- TPED - TELEPHONE RISER
- WV - WATER VALVE
- FM - FIRE HYDRANT
- TOWER CENTROID
- LP - LIGHT POLE
- EM - ELECTRIC METER
- GM - GAS METER
- IRS - IRON ROD SET
- IRF - IRON ROD FOUND
- TBM - BENCH MARK
- BUILDING LINES
- FENCE LINE
- POWER LINE

VICINITY MAP



SURVEYOR'S CERTIFICATE:

The undersigned does hereby certify that a survey was made on the ground of the property legally described hereon prepared by the undersigned and is true and correct to the best of my knowledge; the survey correctly shows the location of all buildings, structures and other improvements situated on the property; that there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights-of-way except as shown on the plat hereon; that subject property has access to a public roadway; and the plat hereon is a true, correct and accurate representation of the property described hereinabove. Furthermore, the undersigned hereby certifies that he has calculated the quantity of land or acreage contained within the tract shown on this plat of survey and described hereon and certifies that the quantity of land shown hereon is correct. This survey meets the applicable requirements for land surveys as defined by the "Texas Society of Professional Surveyors Manual of Practice for Land Surveying in Texas".

Kurtis R. Webb
 R.P.L.S. #4125

SURVEY
 SITE NAME: LIGHT FARMS WATER TOWER
 SITE NUMBER: DX0050
 1803 LIGHT FARMS WAY
 CELINA, TX 75009

DRWN CK KRW
 DATE: 12/13/20
 DATE OF SURVEY: 12/29/2017

SV-1

Packet Pg. 411

Attachment: DXL00050 CDs Rev A 20180301 (AT&T Lease Agreement)

7.N.b
 Webb Surveying, Inc.
 1101 West Loop Road
 Suite 139
 P.O. Box 139
 Plano, TX 75023
 Phone: (972) 599-2302
 Fax: (972) 599-2302
 mail@webbsurveying.com



Celeris Group Consulting Engineers
2000 E. Lamar Blvd., Suite 550
Arlington, TX 76006
Phone: 817-446-1700
Fax: 817-460-0677
www.celerisgroup.com

Engineer:
Celeris Group Consulting Engineers
2000 E. Lamar Blvd., Suite 550
Arlington, TX 76006
Phone: 817-446-1700
Fax: 817-460-0677
Registration No: F-13992

Electrical Engineer:
Torres Engineering Services, Inc.
8237 Delafield Dr.
Ft. Worth, TX 76131
Phone: 682-556-0848
Registration No: F-10147

STAMP:

PRELIMINARY
NOT FOR CONSTRUCTION

[illegible]

SITE NUMBER
DXL00050

SITE NAME
LIGHT FARMS
WATER TOWER

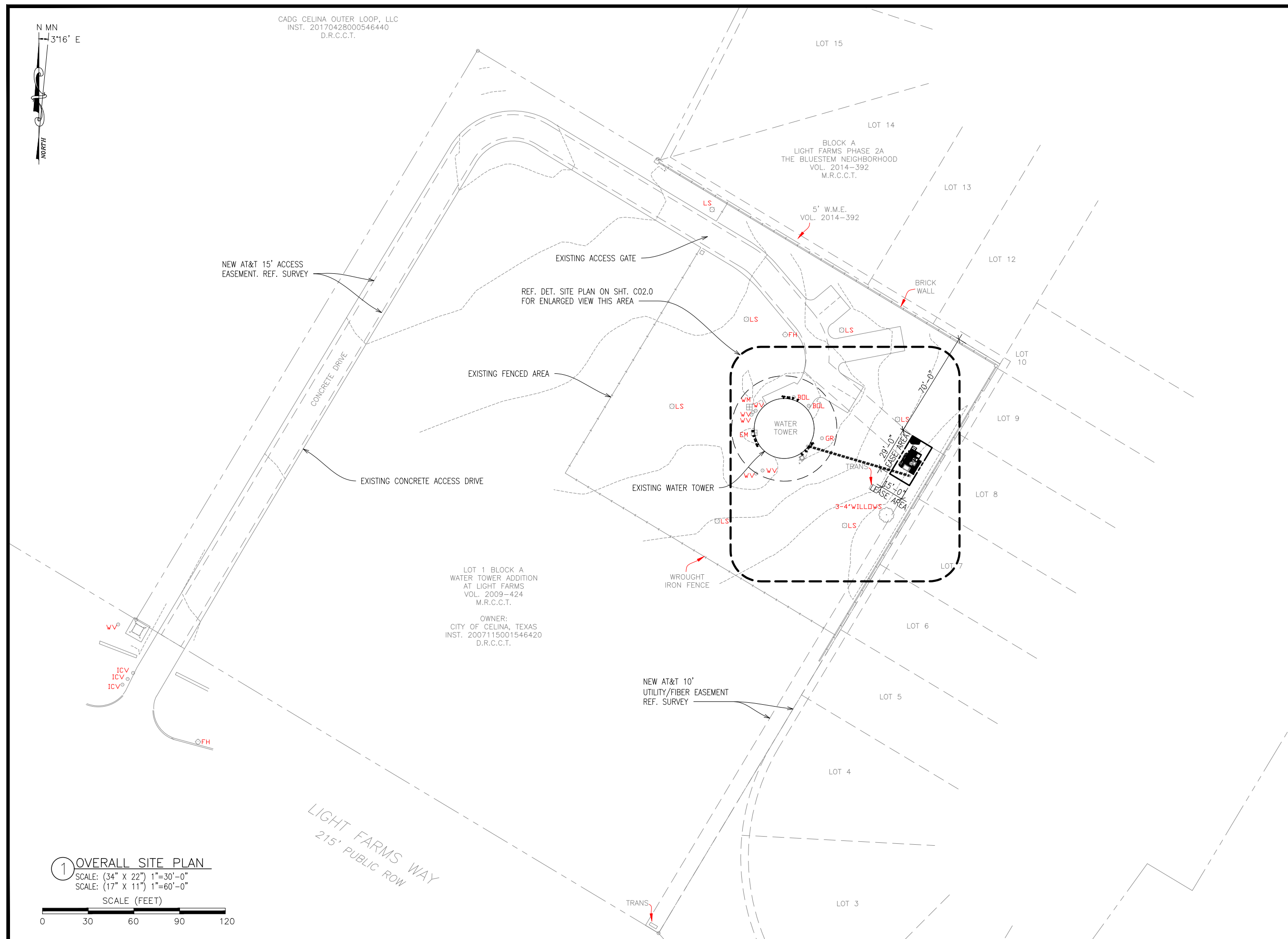
OVERALL SITE PLAN

Project number	17-10450
Date	03/01/18
Drawn by	JAC
Checked by	ZG

C01

Scale

Packet Pg. 413



Engineer:
Celeris Group Consulting Engineers
2000 E. Lamar Blvd., Suite 550
Arlington, TX 76006
Phone: 817-446-1700
Fax: 817-460-0677
Registration No: F-13992

Electrical Engineer:
Torres Engineering Services, Inc.
8237 Delafield Dr.
Ft. Worth, TX 76131
Phone: 682-556-0848
Registration No: F-10147

STAMP:

PRELIMINARY
NOT FOR CONSTRUCTION

[illegible]

SITE NUMBER
DXL00050

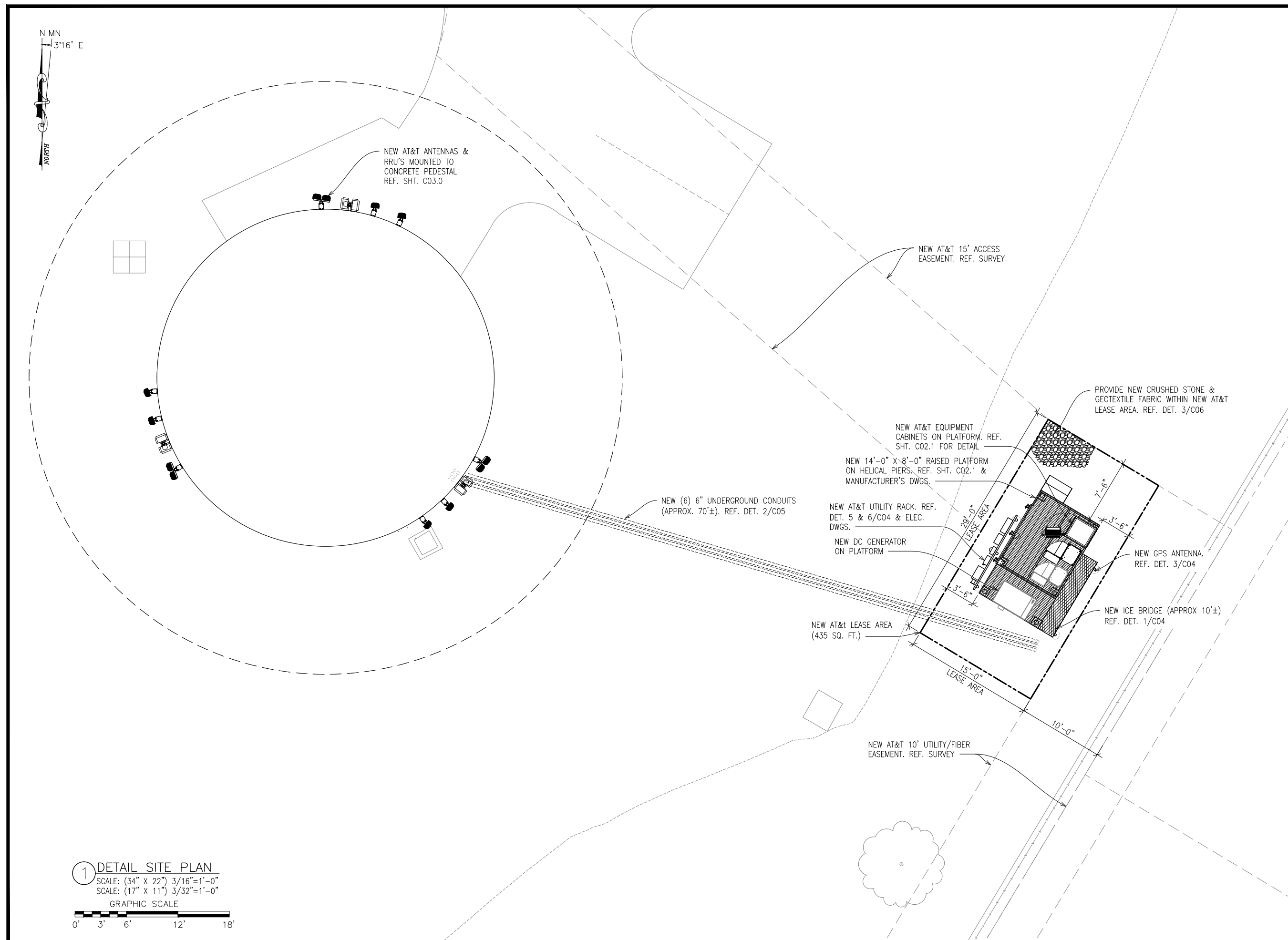
SITE NAME
LIGHT FARMS
WATER TOWER

DETAIL SITE PLAN

Project number	17-10450
Date	03/01/18
Drawn by	JAC
Checked by	ZG

C02.0

Scale



Engineer:
Celeris Group Consulting Engineers
2000 E. Lamar Blvd., Suite 550
Arlington, TX 76006
Phone: 817-446-1700
Fax: 817-460-0677
Registration No: F-13992

Electrical Engineer:
Torres Engineering Services, Inc.
8237 Delafield Dr.
Ft. Worth, TX 76131
Phone: 682-556-0848
Registration No: F-10147

PRELIMINARY
NOT FOR CONSTRUCTION

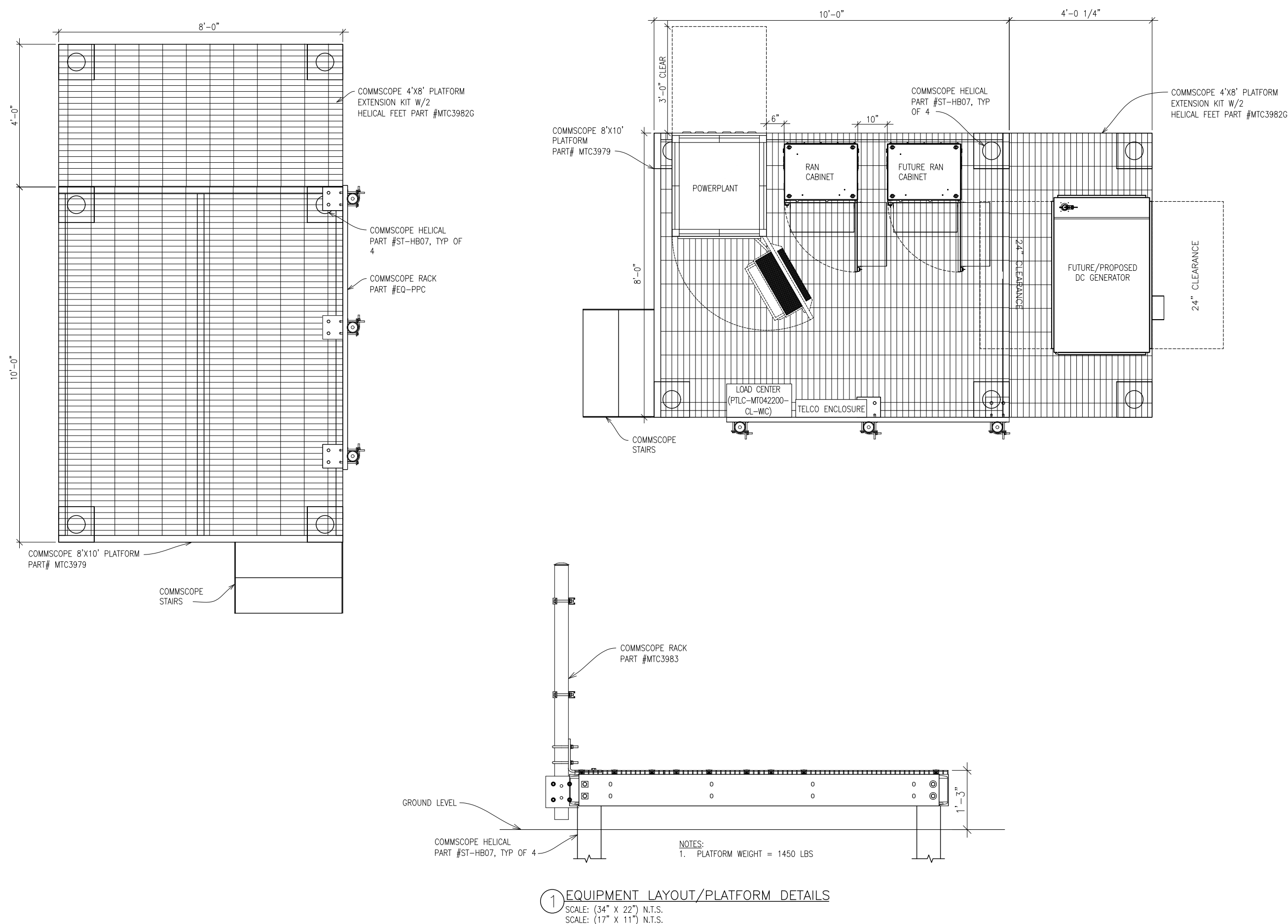
[illegible]

SITE NAME
LIGHT FARMS
WATER TOWER

Project number	17-10450
Date	03/01/18
Drawn by	JAC
Checked by	ZG

C02.1

Packet Pg. 415





Engineer:
Celeris Group Consulting Engineers
2000 E. Lamar Blvd., Suite 550
Arlington, TX 76006
Phone: 817-446-1700
Fax: 817-460-0677
Registration No: F-13992

Electrical Engineer:
Torres Engineering Services, Inc.
8237 Delafield Dr.
Ft. Worth, TX 76131
Phone: 682-556-0848
Registration No: F-10147

STAMP:

PRELIMINARY
NOT FOR CONSTRUCTION

[illegible]

SITE NUMBER
DXL00050

SITE NAME
LIGHT FARMS
WATER TOWER

TOWER ELEVATION /
ANTENNA ORIENTATION

Project number	17-1045
Date	03/01/1
Drawn by	JAN
Checked by	Z

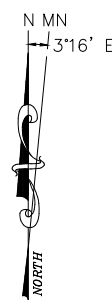
C03.0

Scale

Packet Pg. 416



NOTE:
BEFORE INSTALLING ANY EQUIPMENT CONTRACTOR MUST CHECK WITH
AT&T PROJECT MANAGER AND AT&T RF ENGINEER FOR MOST RECENT
RF CONFIGURATION SHEET.



2 ANTENNA ORIENTATION



Celeris Group Consulting Engineers
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Engineer:
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Phone: 817-446-1700
Fax: 817-460-0677
Registration No: F-13992

Electrical Engineer:
Torres Engineering Services, Inc.
8237 Delafield Dr.
Ft. Worth, TX 76131
Phone: 682-556-0848
Registration No: F-10147

STAMP:

PRELIMINARY
NOT FOR CONSTRUCTION

[illegible]

SITE NUMBER
DXL00050

SITE NAME
LIGHT FARMS
WATER TOWER

ANTENNA CONFIGURATION

Project number	17-1045
Date	03/01/1
Drawn by	JAN
Checked by	Z

C03.1

Scale

Packet Pg. 417

ANTENNA NUMBER	COAX. COLOR CODE	ANTENNA INFO.		AZIMUTH	RAD CENTER	MECH. DOWNTILT	ELEC. DOWNTILT					CABLE INFO.	
		MAKE	MODEL				700	850	1900	AWS	WCS	SIZE	LENGTH
A-1	N/A	COMMSCOPE	(2) JAHH-65C-R3B-V3 ANTENNAS SIDE BY SIDE AT POSITION 1	8°	120'	0°	7°					SEE CABLE NOTES 1 & 2	
	N/A												
	N/A							5°					
	N/A												
	N/A												
	N/A												
	N/A												
A-2	N/A												
	N/A												
	N/A												
	N/A												
	N/A												
	N/A												
	N/A												
A-3	N/A	COMMSCOPE	SBNHH-1D65B	8°	120'	0°					0°		
	N/A												
	N/A												
	N/A												
	N/A												
A-4	N/A	COMMSCOPE	SBNHH-1D65B	8°	120'	0°	7°						
	N/A								2°				
	N/A												
	N/A												
	N/A												
B-1	N/A	COMMSCOPE	(2) JAHH-65C-R3B-V3 ANTENNAS SIDE BY SIDE AT POSITION 1	128°	120'	0°	3°						
	N/A							2°					
	N/A												
	N/A												
	N/A												
	N/A												
	N/A												
B-2	N/A												
	N/A												
	N/A												
	N/A												
	N/A												
	N/A												
	N/A												
B-3	N/A	COMMSCOPE	SBNHH-1D65B	128°	120'	0°					0°		
	N/A												
	N/A												
	N/A												
	N/A												
B-4	N/A	COMMSCOPE	SBNHH-1D65B	128°	120'	0°	3°						
	N/A								2°				
	N/A												
	N/A												
	N/A												

ANTENNA NUMBER	COAX. COLOR CODE	ANTENNA INFO.		AZIMUTH	RAD CENTER	MECH. DOWNTILT	ELEC. DOWNTILT					CABLE INFO.	
		MAKE	MODEL				700	850	1900	AWS	WCS	SIZE	LENGTH
C-1	N/A	COMMSCOPE	(2) JAHH-65C-R3B-V3 ANTENNAS SIDE BY SIDE AT POSITION 1	248°	120°	0°	4°						
	N/A												
	N/A							2°					
	N/A												
	N/A												
	N/A												
	N/A												
C-2	N/A												
	N/A												
	N/A												
	N/A												
	N/A												
	N/A												
	N/A												
C-3	N/A	COMMSCOPE	SBNHH-1D65B	248°	120°	0°							
	N/A												
	N/A										0°		
	N/A												
	N/A												
	N/A												
C-4	N/A	COMMSCOPE	SBNHH-1D65B	248°	120°	0°	4°						
	N/A												
	N/A							2°					
	N/A												
	N/A												
	N/A												

CABLE NOTE	TYPE OF CABLE	CABLE INFO.	QTY.	LENGTH
NOTE 1	FIBER	1/2"	(3 TOTAL, 1 PER SECTOR)	ALPHA-245'±, BETA 205'±, GAMMA 245'±
NOTE 2	DC POWER	3/4"	(6 TOTAL, 2 PER SECTOR)	ALPHA-245'±, BETA 205'±, GAMMA 245'±

NOTES:

1. BEFORE INSTALLING ANY EQUIPMENT, CONTRACTOR MUST CHECK WITH AT&T PROJECT MANAGER AND AT&T RF ENGINEER FOR MOST RECENT RF CONFIGURATION SHEET.
2. LENGTHS POSTED ON THIS CHART ARE ESTIMATED FROM AVAILABLE INFORMATION.
3. TYPES AND SIZES OF THE ANTENNA CABLES ARE BASED ON THE ESTIMATED LENGTH OF THE CABLES. CONTRACTOR TO VERIFY ALL ACTUAL LENGTHS IN THE FIELD PRIOR TO INSTALLATION AND NOTIFY THE AT&T FIELD ENGINEER FOR VERIFICATION OF SIZES OF CABLES.
4. CONTRACTOR TO PROVIDE AS-BUILTS FOR THE LENGTH OF CABLES UPON COMPLETION OF INSTALLATION.

1 ANTENNA CONFIGURATION



Engineer:
Celeris Group Consulting Engineers
2000 E. Lamar Blvd., Suite 550
Arlington, TX 76006
Phone: 817-446-1700
Fax: 817-460-0677
Registration No: F-13992

Electrical Engineer:
Torres Engineering Services, Inc.
8237 Delafield Dr.
Ft. Worth, TX 76131
Phone: 682-556-0848
Registration No: F-10147

STAMP:

PRELIMINARY
NOT FOR CONSTRUCTION



SITE NAME
LIGHT FARMS
WATER TOWER

RF PLUMBING DIAGRAM

Project number	17-10450
Date	03/01/18
Drawn by	JAC
Checked by	ZG

Scale

Packet Pg. 418

LEGEND:

 DIN MALE
 DIN FEMALE

NOTE:
BEFORE INSTALLING ANY EQUIPMENT CONTRACTOR MUST CHECK WITH
AT&T PROJECT MANAGER AND AT&T RF ENGINEER FOR MOST RECENT
RF CONFIGURATION SHEET.

1 RF PLUMBING DIAGRAM - ALL SECTORS
SCALE: NTS



Electrical Engineer:
Torres Engineering Services, Inc.
8237 Delafield Dr.
Ft. Worth, TX 76131
Phone: 682-556-0848
Registration No: F-10147

PRELIMINARY
NOT FOR CONSTRUCTION

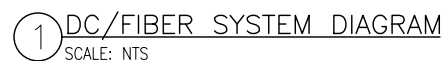


SITE NAME
LIGHT FARMS
WATER TOWER

Project number	17-10450
Date	03/01/18
Drawn by	JAC
Checked by	ZG

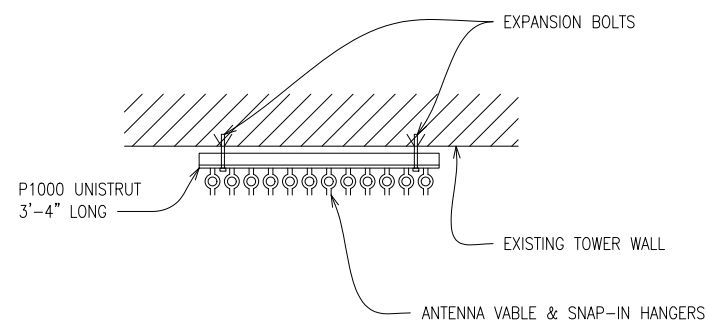
Scale

Packet Pg. 419

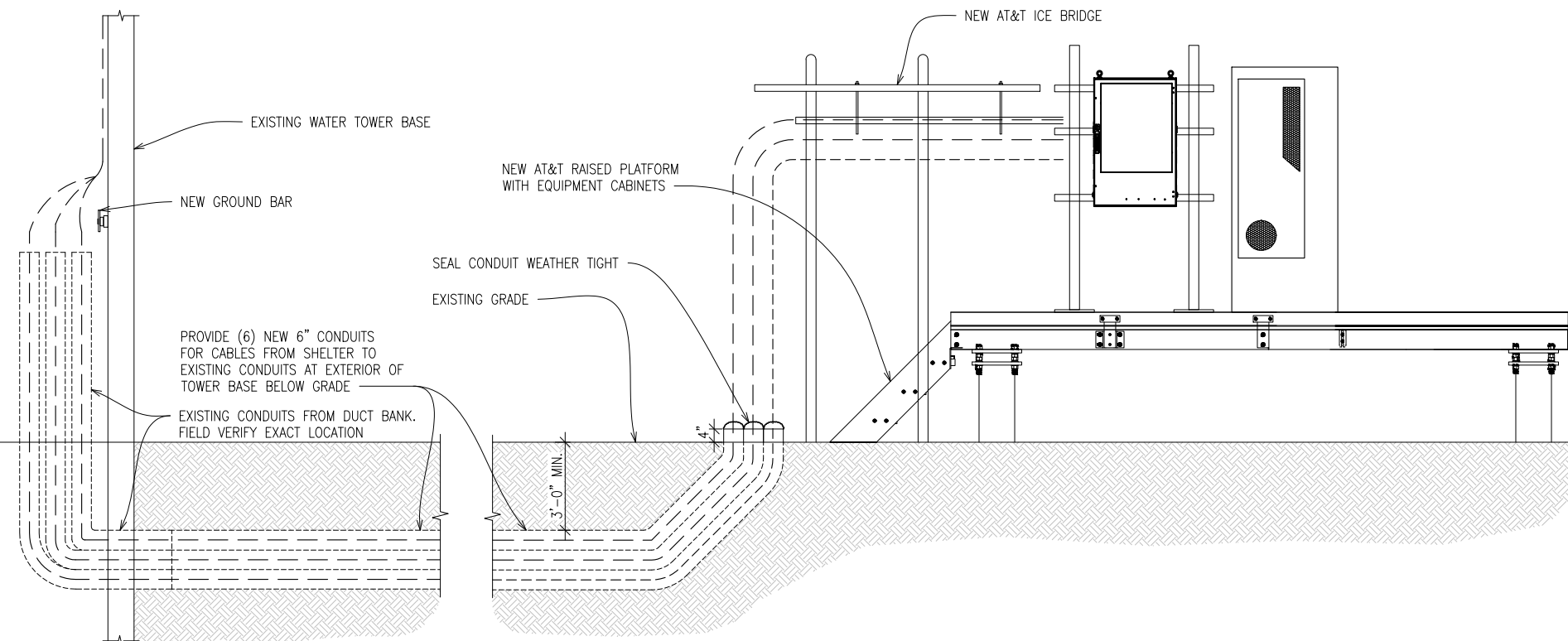


1. FURNISHED BY OEM/AT&T.
2. INSTALLED BY OEM OR AS SCOPED BY MARKET.
3. FURNISHED BY OTHERS
4. INSTALLED BY OTHERS
5. FINAL CONNECTION BY OEM OR AS SCOPED BY MARKET.
6. OPEN END OF LFMC TO BE LEFT WEATHERPROOFED UNTIL TERMINATED.
7. DELETED.
8. BREAKERS SPECIFIED SOLD SEPERATELY.
9. BREAKERS TO BE TAGGED AND LOCKED OUT.
10. SIAD IS FURNISHED AND INSTALLED BY OTHERS AND INCLUDES POWER CONNECTIONS AND FIBER TO THE UNIT OR AS SCOPED BY MARKET.
INSTALL 10 AWG CHASSIS GROUND, PROVIDE (2) 10A BREAKERS FROM A 24V DC POWER SOURCE OR (2) 5A BREAKERS FROM A 48V DC POWER SOURCE AND CONNECT USING MFR POWER CABLE WITH SPECIAL CONNECTOR.
11. FIBER MANAGEMENT BOX IS J-SOURCE MODEL 12126FM4SEC.
12. LEC TO FURNISH AND INSTALL NETWORK INTERFACE DEVICE.
13. LEAVE COILED AND PROTECTED UNTIL TERMINATED.
14. SEE DETAIL 1408 FOR DC POWER CABLE SIZES.
15. FIBER AND POWER DISTRIBUTION BOX 4/48V SURGE SHALL BE RAYCAP MODEL DC6-48-60-18-8F.
16. POWER DISTRIBUTION W/DC SURGE PROTECTION BOX SHALL BE RAYCAP MODEL DC6-48-60-0-18.
17. SINGLE-CONDUCTOR DC POWER CABLES SHALL BE TELCOFLEX OR KS24194, COPPER, UL LISTED RHH NON-HALOGEN, LOW SMOKE WITH BRAIDED COVER, TYPE TC (1/0 AND LARGER). UNLESS OTHERWISE NOTED, STRANDING SHALL BE CLASS B (TYPE III) FOR CABLES SIZES 14, 12 & 10 AWG AND CLASS 1 (TYPE IV) FOR SIZES 8 AWG AND LARGER. CABLES SHALL BE COLOR CODED RED FOR +24V, BLUE FOR -48V AND GRAY FOR 24V AND 48V RETURN CONDUCTORS. MULTI-CONDUCTOR DC POWER CABLES SHALL COPPER, CLASS B STRANDED WITH FLAME RETARDANT PVC JACKET, TYPE TC, UL LISTED FOR 90°C DRY/ 75°C WET INSTALLATION.
18. 10A FUSE FOR HEAT EXCHANGER FURNISHED AND INSTALLED BY OTHERS.
19. DELETED
20. GROUNDING WIRES SHALL BE COPPER, GREEN THHN/THWN UL LISTED FOR 90°C DRY/75°C WET INSTALLATION. MINIMUM SIZE IS 6 AWG UNLESS NOTED OTHERWISE.
21. RET CONNCTION FROM THE RRH IS AN OPTIONAL METHOD OF CONNECTION. REFER TO RF DATA SHEET FOR APPLICABILITY.
22. DELETED.
23. FIBER AND POWER DISTRIBUTION BOX 4/48V SURGE SHALL BE RAYCAP MODEL DC6-48-60-0-1E.
24. FIBER MANAGEMENT BOX IS COMMSCOPE MODEL FB 18188.
25. FIBER AND POWER DISTRIBUTION BOX 4/48V SURGE SHALL BE RAYCAP MODEL DC12-48-60-0-25E.

NOTE: THE DRILLING OF THE CONCRETE SHALL BE LIMITED TO EXPANSION ANCHORS UP TO 1/2" DIAMETER AND ONLY TO THE DEPTH REQUIRED FOR APPROPRIATE ANCHORAGE OF THE BRACKETS AND THE BRACKETS SHOULD BE SPACED AS FAR APART AS PRACTICALLY POSSIBLE.



1 COAX MOUNT DETAIL
SCALE: NTS



② UNDERGROUND CONDUIT DETAIL

STAMP:

PRELIMINARY
NOT FOR CONSTRUCTION

[illegible]

SITE NUMBER
DXL00050

SITE NAME
LIGHT FARMS
WATER TOWER

DETAILS

Project number	17-10450
Date	03/01/18
Drawn by	JAC
Checked by	ZG

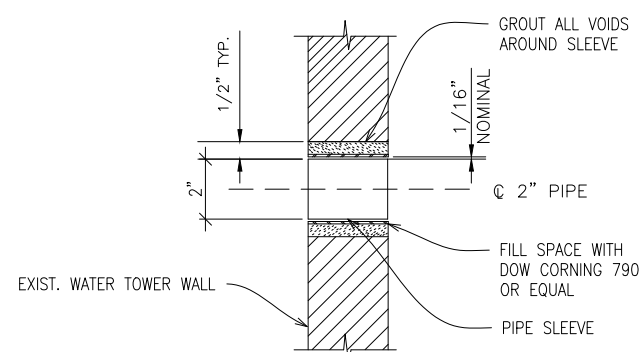
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Scale

Packet Pg. 421

STRUCTURAL NOTES:

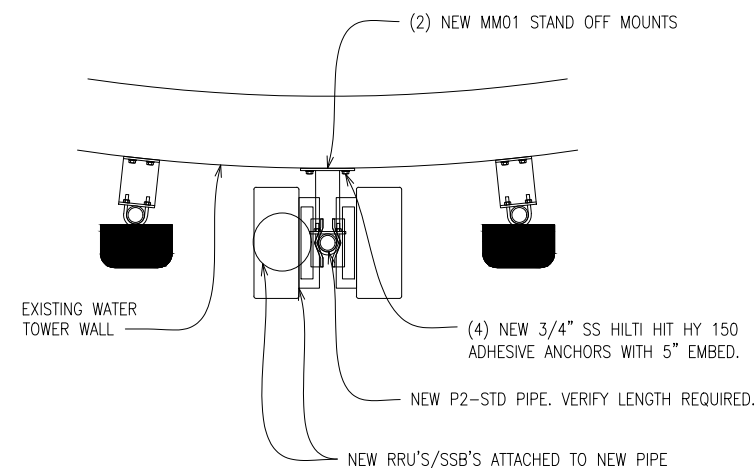
2. CONTRACTOR SHALL X-RAY AND LOCATE ALL EXISTING REINFORCING AND CABLES
3. BEFORE INSTALLATION OF CONNECTIONS, CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES IN ORDER TO ENSURE THE EXISTING REINFORCING AND CABLES ARE NOT DAMAGED DURING INSTALLATION OF CONNECTIONS.
4. ALL NEW CORES SHOULD BE AT LEAST FOUR FEET FROM ANY ADJACENT PENETRATIONS.
5. ALL LOWER AND UPPER PENETRATIONS MUST BE GROUTED OR OTHERWISE SEALED TO PREVENT MOISTURE FROM ENTERING THE PEDESTAL INTERIOR.
6. ALL METALS IN DIRECT CONTACT WITH EXTERIOR CONCRETE SURFACES MUST BE STAINLESS STEEL, OR OTHER CORROSION RESISTANT MATERIAL, TO PREVENT RUSTING AND STREAKING ON THE PEDESTAL WALL.



NOTES: (FOR FIRE-RATED WALL ONLY)

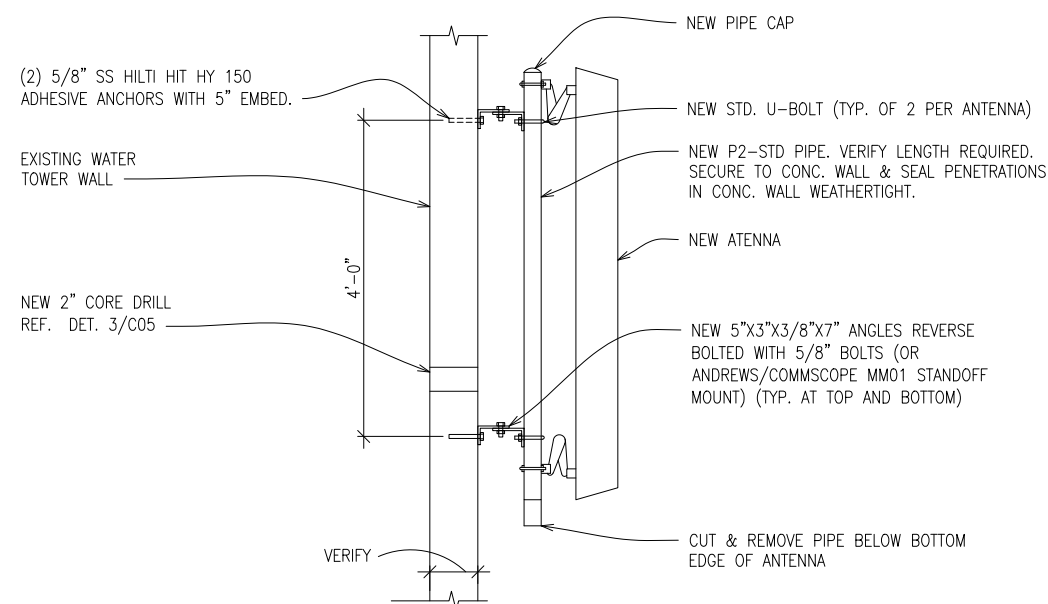
1. PIPE ANCHORAGE IS REQUIRED NEARBY TO PREVENT PIPE MOVEMENT THROUGH PENETRATION.
2. CABLES WITHIN CONDUIT PENETRATION SHALL BE FIRE SEALED AFTER INSTALLATION
3. CONTRACTOR TO VERIFY EXIST. REINFORCING IN EXIST. TOWER WALLS BEFORE CORE DRILLING (TYP.)

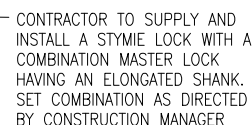
3 WALL PENETRATION DETAIL
SCALE: NTS



NOTE: NEW 2" CORE DRILLS WILL BE REQUIRED BEHIND EACH NEW ANTENNA SECTOR LOCATION.

4 ANTENNA MOUNT DETAIL
SCALE: NTS



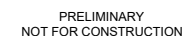


CHAIN LINK FENCE TABLE		
COMPONENT	DIMENSIONS	HARDWARE AND FEATURES
FABRIC	6' HIGH, 9 GA., 2" ZINC COATED MESH	SELVEDGE TOP AND BOTTOM
WIRE	BARBED WIRE WITH 4 BARBS	3 RUNS
EXTENSION ARMS	STAMPED STEEL WITH MALLEABLE IRON BASE	45 DEGREE, ANGLED OUTWARD
ALL POSTS SHALL BE SCHEDULE 40 HOT DIPPED GALVANIZED PIPE		
END AND CORNER POSTS	3" STD. GA. PIPE (SCH 40)	36" (DEPTH) X 12" (DIAMETER) CONCRETE FOOTING
LINE POSTS	2" STD. GA. PIPE (SCH 40)	36" (DEPTH) X 10" (DIAMETER) CONCRETE FOOTING
DRIVEWAY GATE POSTS	4" STD. GA. PIPE (SCH 40)	48" (DEPTH) X 12" (DIAMETER) CONCRETE FOOTING
WALKWAY GATE POSTS	3" STD. GA. PIPE (SCH 40)	36" (DEPTH) X 12" (DIAMETER) CONCRETE FOOTING
TOP RAILS	1 1/2" STD. GA. PIPE (SCH 40)	ATTACHED WITH PROPER FITTING
MID RAILS	1 1/2" STD. GA. PIPE (SCH 40)	ATTACHED WITH PROPER FITTING
BRACE RODS	3/8" STEEL TRUSS	ATTACHED WITH PROPER FITTING
BOTTOM TENSION WIRE	7 GA. 1900 LB. TENSILE STRENGTH	ALL SIDES
TENSION BARS	3/16" X 3/4" FULL HEIGHT OF FABRIC	SPACE TENSION BANDS 15"± O.C.
TENSION WIRE	9 GA. ALUMINUM	12" O.C. FOR LINE POSTS AND GATES 24" O.C. FOR RAILS AND TENSION WIRE
GATE FRAME	2" STD. GA. PIPE (SCH 40)	WELDED ASSEMBLY, COLD GA. AND SILVER PAINT WELDED AREAS
POST CAPS	PER POST DIAMETER	ALL POSTS
POST, RAIL AND GATE FITTINGS	AS REQUIRED	STAMPED STEEL OR MALLEABLE CASTING
GATE HINGES	AS REQUIRED	OFFSET TYPE W/ 180° SWING
DOUBLE GATE LATCH	AS REQUIRED	DUCKBILL LATCH ON ACTIVE LEAF, DROP BOLTS ON BOTH LEAFS
GATE STOPS (CLOSED POSITION)	AS REQUIRED	MUSHROOM STOP SET IN CONCRETE
GATE STOPS (OPEN POSITION)	AS REQUIRED	AS REQUIRED



CLASS 7 GRADATION SCHEDULE	
SIEVE SIZE	% PASSING
1 1/2"	100
1"	60-100
3/4"	50-90
3/8"	-
#4	25-55
#10	-
#40	10-30
#200	3-10

NOTE:
MINIMUM STONE THICKNESS
SHALL BE 4" OF CLASS 7
OR OTHER APPROVED
MATERIAL. (SEE GRADATION
SCHEDULE THIS SHEET)

[illegible]

Project number	17-10450
Date	03/01/18
Drawn by	JAC
Checked by	ZG

C06

Scale



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STAMP:

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NOT FOR CONSTRUCTION



SITE NAME
LIGHT FARMS
WATER TOWER

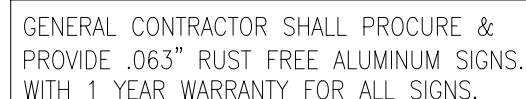
DETAILS

Project number	17-10450
Date	03/01/18
Drawn by	JAC
Checked by	ZG

C07

Scale

Packet Pg. 423



② FCC INFO SIGN DETAIL

1 NOT USED
SCALE: N.T.S

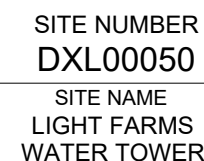




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[illegible]

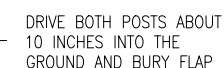
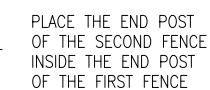
Project number	17-10450
Date	03/01/18
Drawn by	JAC
Checked by	ZG

Scale

Packet Pg. 424

NOTES:

1. PROVIDE STANDARD HANDHOLE. COVER COLOR SHALL BE AS SPECIFIED BY THE NIH.
2. PROVIDE 25mm (1") X 10mm (3/8") BELL PULL SLOT FOR EACH HANDHOLE.
3. COVER, RING AND BOX SHALL BE MADE OF SAME MATERIAL.
4. PROVIDE IMPRINTED LOGO TO MATCH.





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STAMP:

PRELIMINARY
NOT FOR CONSTRUCTION

[illegible]

SITE NUMBER
DXL00050

SITE NAME
LIGHT FARMS
WATER TOWER

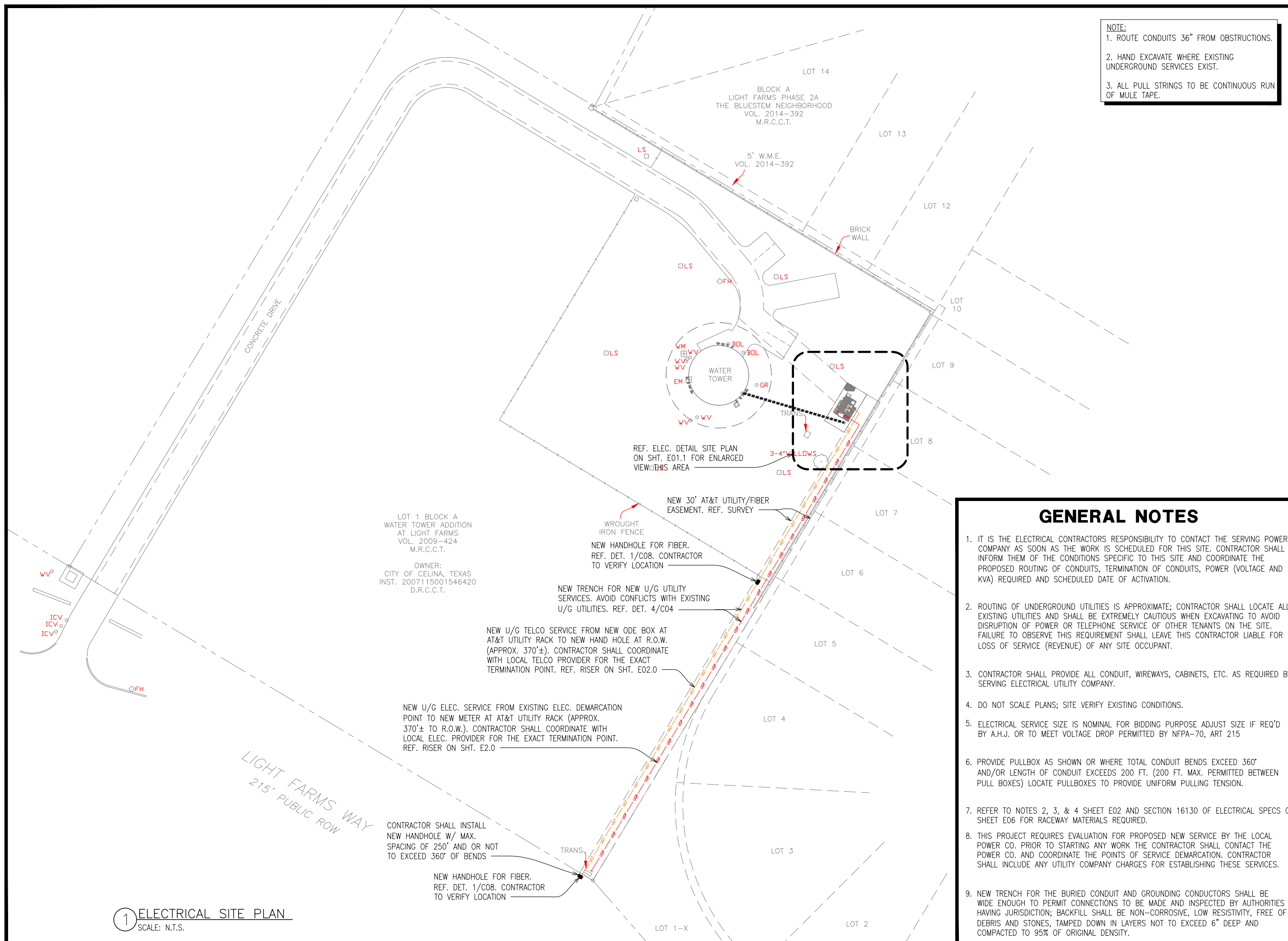
ELECTRICAL SITE PLAN

Project number	17-1045
Date	03/01/1
Drawn by	JAN
Checked by	Z

E01.0

Scale

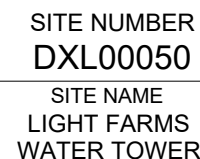
Packet Pg. 425





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NOT FOR CONSTRUCTION

[illegible]

Project number	17-10450
Date	03/01/18
Drawn by	JAC
Checked by	ZG

Scale

Packet Pg. 426



1. IT IS THE ELECTRICAL CONTRACTOR'S RESPONSIBILITY TO CONTACT THE SERVING POWER COMPANY AS SOON AS THE WORK IS SCHEDULED FOR THIS SITE. CONTRACTOR SHALL INFORM THEM OF THE CONDITIONS SPECIFIC TO THIS SITE AND COORDINATE THE PROPOSED ROUTING OF CONDUITS, TERMINATION OF CONDUITS, POWER (VOLTAGE AND KVA) REQUIRED AND SCHEDULED DATE OF ACTIVATION.
2. ROUTING OF UNDERGROUND UTILITIES IS APPROXIMATE; CONTRACTOR SHALL LOCATE ALL EXISTING UTILITIES AND SHALL BE EXTREMELY CAUTIOUS WHEN EXCAVATING TO AVOID DISRUPTION OF POWER OR TELEPHONE SERVICE OF OTHER TENANTS ON THE SITE. FAILURE TO OBSERVE THIS REQUIREMENT SHALL LEAVE THIS CONTRACTOR LIABLE FOR LOSS OF SERVICE (REVENUE) OF ANY SITE OCCUPANT.
3. CONTRACTOR SHALL PROVIDE ALL CONDUIT, WIREWAYS, CABINETS, ETC. AS REQUIRED BY SERVING ELECTRICAL UTILITY COMPANY.
4. DO NOT SCALE PLANS; SITE VERIFY EXISTING CONDITIONS.
5. ELECTRICAL SERVICE SIZE IS NOMINAL FOR BIDDING PURPOSE ADJUST SIZE IF REQ'D BY A.H.J. OR TO MEET VOLTAGE DROP PERMITTED BY NFPA-70, ART 215
6. PROVIDE PULLBOX AS SHOWN OR WHERE TOTAL CONDUIT BENDS EXCEED 360° AND/OR LENGTH OF CONDUIT EXCEEDS 200 FT. (200 FT. MAX. PERMITTED BETWEEN PULL BOXES) LOCATE PULLBOXES TO PROVIDE UNIFORM PULLING TENSION.
7. REFER TO NOTES 2, 3, & 4 SHEET E02 AND SECTION 16130 OF ELECTRICAL SPECS ON SHEET E06 FOR RACEWAY MATERIALS REQUIRED.
8. THIS PROJECT REQUIRES EVALUATION FOR PROPOSED NEW SERVICE BY THE LOCAL POWER CO. PRIOR TO STARTING ANY WORK THE CONTRACTOR SHALL CONTACT THE POWER CO. AND COORDINATE THE POINTS OF SERVICE DEMARCATION. CONTRACTOR SHALL INCLUDE ANY UTILITY COMPANY CHARGES FOR ESTABLISHING THESE SERVICES.

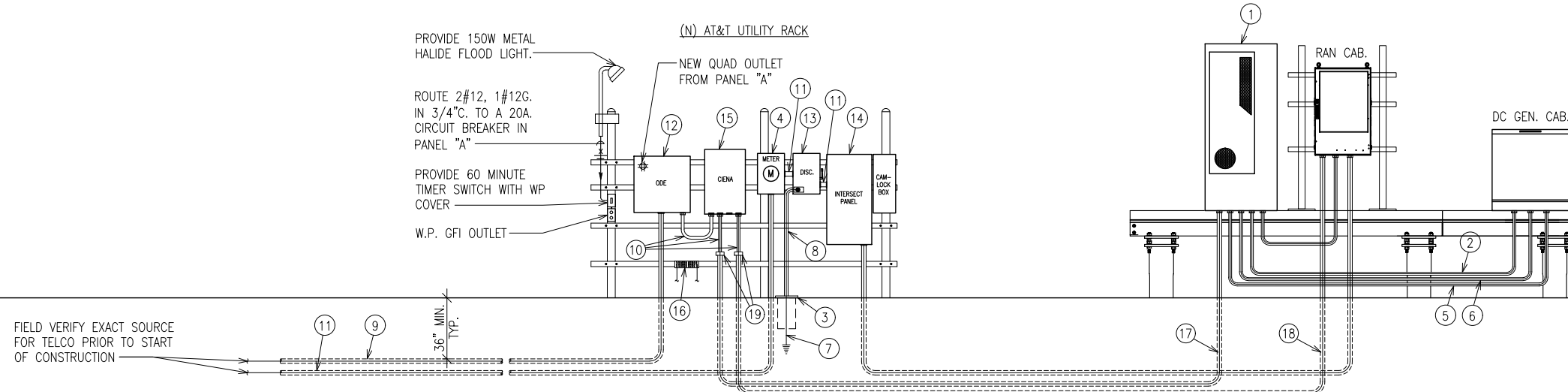
9. NEW TRENCH FOR THE BURIED CONDUIT AND GROUNDING CONDUCTORS SHALL BE WIDE ENOUGH TO PERMIT CONNECTIONS TO BE MADE AND INSPECTED BY AUTHORITIES HAVING JURISDICTION; BACKFILL SHALL BE NON-CORROSIVE, LOW RESISTIVITY, FREE OF DEBRIS AND STONES, TAMPED DOWN IN LAYERS NOT TO EXCEED 6" DEEP AND COMPACTED TO 95% OF ORIGINAL DENSITY.

- 1 EMERSON POWER CABINET WITH AUTOMATIC TRANSFER SWITCH.
- 2 PROPOSED 3" SCH 40 PVC ELECTRIC CONDUIT WITH 3-#3/0 & 1-#6 GROUND (THW) (GENERATOR POWER)
- 3 REFER TO GROUND ROD WITH ACCESS AREA DETAIL 2/E04.
- 4 NEW 200A 1Ø3W 240/120V METER SOCKET IN NEW NEMA 3R METER BASE BY ELECTRIC SERVICE PROVIDER.
- 5 PROPOSED 1" SCH 40 PVC ELECTRIC CONDUIT WITH 6-#12 (BATTERY CHARGER & BLOCK HEATER POWER).
- 6 PROPOSED 1" SCH 40 PVC ELECTRIC CONDUIT WITH 2-#12 THW (GENERATOR START CONTROL CIRCUIT) AND 6PR-#22 SOLID (SHIELDED RS485) (GENERATOR ALARM AND D.C. POWER).
- 7 5/8" DIAMETER X 10' COPPER CLAD GROUND RODS. DRIVE TOP TO 18" BELOW SURFACE. INSTALL GROUND ROD INSPECTION PORT (RE: 2/E04).
- 8 GROUNDING ELECTRODE CONDUCTOR (#1/0 CU) IN 1" PROTECTIVE CONDUIT.
- 9 3" SCHED. 40 PVC CONDUIT W/ MULE TAPE FOR FIBER.
- 10 1 1/4" LIQUID TIGHT FLEX CONDUIT.
- 11 PROVIDE 3-3/0, 1#2G TYPE THWN IN 2" CONDUIT (IMC ABOVE GRADE, SCHED. 40 PVC BELOW GRADE).
- 12 NEW ODE BOX PROVIDED BY AT&T.
- 13 NEW SERVICE ENTRANCE RATED FUSED 1Ø3W 240/120V DISCONNECT SWITCH IN NEMA 3R ENCLOSURE WITH COPPER SOLID NEUTRAL AND GROUNDING BAR.
- 14 NEW AT&T 200A INTERSECT PANEL WITH CAM-LOCK BOX.
- 15 NEW AT&T CIENA 3931. CONTRACTOR TO PROVIDE VERTICAL UNISTRUT AT 15 3/8" SPACING ON H-FRAME TO MOUNT CIENA AT 48" ABOVE GROUND LEVEL TO BOTTOM OF CIENA.
- 16 PROVIDE NEW 6" GROUND BAR.
- 17 NEW 2" SCHED. 40 CONDUIT W/ (2) #12 (IF RUN IS GREATER THAN 450', USE #10) FOR DC POWER CIRCUIT FROM CIENA TO POWER PLANT.
- 18 NEW 2" SCHED. 40 CONDUIT FOR FIBER FROM CIENA TO SIAD AT AT&T PURCELL.
- 19 STUB UP AND CAP 2" CONDUITS AT 24" ABOVE GROUND LEVEL. PROVIDE NECESSARY FITTINGS FOR CONNECTION TO 1 1/4" CONDUITS AS REQUIRED.

1. REFER TO GENERAL NOTES, SHEET E01 FOR SITE COORDINATION REQUIREMENTS
2. COORDINATE WITH CONSTRUCTION MANAGER TO OBTAIN CURRENT APPLICABLE TOWER GROUNDING REQUIREMENTS FROM AT&T WIRELESS.
3. USE TINNED COPPER (SOLID) FOR EXTERIOR GROUNDING (TYPICALLY #2 OR AS NOTED); USE STRANDED COPPER WIRE FOR GROUNDING WHERE NOT EXPOSED AND NOT IN CONTACT WITH EARTH (SEE NOTE 4 BELOW)
4. BURY ALL BARE GROUND WIRES 30" BELOW GRADE. LOCATE NO CLOSER THAN 3' FROM FENCE OR 24" FROM FOUNDATIONS. SLEEVE ALL FOUNDATIONS. CADWELD AND TEST CONDUCTIVITY OF ALL GROUND TIE POINTS.
5. TO MINIMIZE LIGHTNING DAMAGE, NO SHARP BENDS PERMITTED IN ANY WIRING, INCLUDING GROUNDING.
6. GROUND RODS TO BE COPPER CLAD STEEL 5/8" DIAMETER X 10'-0" LONG WITH TOPS BURIED 18" MINIMUM BELOW FINISHED GRADE, CADWELD TO GROUND RING. RODS SHALL BE SPACED 10' TO 15' ON CENTER ALONG THE GROUND RING.
7. PRIME AND EPOXY PAINT ALL EXPOSED CONDUIT TO MATCH EXTERIOR OF EQUIPMENT BUILDING.
8. ELECTRICAL CONTRACTOR SHALL CONNECT EXTERIOR GROUNDING WIRE TO GROUND RING INSIDE EQUIPMENT BUILDING. TOWER CONTRACTOR SHALL MAKE ALL ABOVE GROUND CONNECTIONS TO TOWER BUS BARS, AND WAVEGUIDE BRIDGES AT TIME OF CONNECTION TO TOWER. ONE CONNECTION TO THE TOWER BASE SHALL BE A MECHANICAL TYPE, ALL OTHERS SHALL BE CADWELDED. (SEE NOTE 10 BELOW)
9. CIVIL CONSTRUCTION CONTRACTOR SHALL BURY ALL GROUND RINGS. CIVIL CONSTRUCTION CONTRACTOR SHALL CADWELD PIGTAILS FOR ALL ABOVE GROUND CONNECTIONS AT TIME OF GROUND RINGS INSTALLATION.
10. PROTECT AND SUPPORT ALL WIRING SUCH THAT IT WILL NOT VIBRATE AGAINST OTHER METALLIC OBJECTS AND SUCH THAT THERE ARE NO SHARP BENDS (NOMINAL RADIUS 6" MIN.) CADWELD ALL CONNECTIONS WHERE POSSIBLE. AT TOWER OR LOCATION OF MULTIPLE CADWELD CONNECTIONS, IT MAY BE PERMISSIBLE TO MECHANICALLY BOLT A BUSS BAR TO GROUND OR TO SUPPORT STRUCTURE.

	DIRECT BURIED BARE GROUND WIRE		
	UNDERGROUND ELECTRICAL CONDUIT AND FEEDER		
	UNDERGROUND TELEPHONE CO. CONDUIT TO TELCO DEMARK POINT		
	GROUNDING RING		
	CONNECTION (CADWELD OR EXOTHERMIC WELD TO STRUCTURE OR DEVICE)		
	GROUNDING PORT, SEE DETAIL 2 SHEET E04		GROUND POINT SEE GROUNDING PLAN
	CONNECTION TO GROUND RING OR GROUND ROD. EXOTHERMIC WELD OR AS REQUIRED BY AUTHORITY HAVING JURISDICTION		
	PULL BOX NOMINAL 24"x24"x36" DEEP (WITH TRAFFIC LID WHERE VEHICULAR TRAFFIC IS LIKELY)		
	INDICATES 2 HOT, 1 NEUTRAL, & 1 GROUND IN CONDUIT		
A.H.J.	AUTHORITY HAVING JURISDICTION		
CM	CONSTRUCTION MANAGER OR AGENT FOR AT&T		

1. VERIFY ALL EXISTING UNDERGROUND UTILITIES BEFORE TRENCHING.
2. ELECTRICAL CONTRACTOR SHALL CONTACT POWER CO. & TELE. CO. & VERIFY EXACT ROUTING/SIZES & CONDITIONS BEFORE TRENCHING.
3. INSTALL ALL CONDUITS & EQUIPMENT AS SPECIFIED BY POWER CO. & TELE. CO.
4. ALL PULL STRINGS SHALL BE CONTINUOUS RUN OF MULE TAPE.



Packet Pg. 427



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STAMP

PRELIMINARY
NOT FOR CONSTRUCTION

[illegible]

SITE NUMBER
DXL00050

SITE NAME
LIGHT FARMS
WATER TOWER

ELECTRICAL PANEL SCHEDULE

Project number	17-10450
Date	03/01/18
Drawn by	JAC
Checked by	ZG

E02.1

Scale

Packet Pg. 428

PANEL SCHEDULE

LOAD				LOAD PER PHASE (VA)		WIRE COLOR	LOADS CONTINUOUS	LOADS NON-CONTINUOUS	LOADS SUB-PANEL	TRIP		TRIP	LOADS SUB-PANEL	LOADS NON-CONTINUOUS	LOADS CONTINUOUS	WIRE COLOR	LOAD PER PHASE (VA)		LOAD					
DESCRIPTION		QTY.	UNIT V.A.	PHASE													PHASE		UNIT V.A.	QTY.	DESCRIPTION			
				A	B																		A	B
1	RECTIFIER #1		1	1400	1400		BLK	X			40	40			X	BLK	1400		1400	1	RECTIFIER #5		2	
3			1	1400		1400	RED										RED		1400	1400			1	4
5	RECTIFIER #2		1	1400	1400		BLK	X			40	40			X	BLK	1400		1400	1	RECTIFIER #6		6	
7			1	1400		1400	RED										RED		1400	1400			1	8
9	RECTIFIER #3		1	1400	1400		BLK	X			40	40			X	BLK	1400		1400	1	RECTIFIER #7		10	
11			1	1400		1400	RED										RED		1400	1400			1	12
13	RECTIFIER #4		1	1400	1400		BLK	X			40	40			X	BLK	1400		1400	1	RECTIFIER #8		14	
15			1	1400		1400	RED										RED		1400	1400			1	16
17	SPARE						BLK									BLK					SPARE		18	
19	SPARE						RED									RED					SPARE		20	
21	GFCI RECEPTACLES		2	180	360		BLK	X			20					BLK					SPARE		22	
23	FIBER BOX RECEPTACLE (OPTIONAL)		1	180		180	RED	X			20					RED					SPARE		24	
25	BATTERY CHARGER		1	240	240		BLK	X			20					BLK					SPARE		26	
27	SPARE						RED									RED					SPARE		28	
29	SPARE						BLK									BLK					SPARE		30	
			SUBTOTAL CONTINUOUS		6,200	5,780											5,600	5,600	SUBTOTAL CONTINUOUS		TOTAL KVA CONTINUOUS X 1.25		28,975	
			SUBTOTAL NON-CONTINUOUS		-	-											-	-	SUBTOTAL NON-CONTINUOUS		TOTAL KVA		-	
			SUBTOTAL SUB-PANEL		-	-											-	-	SUBTOTAL SUB-PANEL		TOTAL KVA SUB-PANEL		-	
PANEL DESIGNATION:		PANEL A																		TOTAL KVA		28,975		
MAIN LUGS:		N/A		MAIN BREAKER:		200	AMP						TOTAL AMPS		120.7									
VOLTAGE		120	240	CYCLE:		60	PHASE:		1	WIRES		3	MAIN COOPER BUS:		200	AMPS	NEUTRAL:		200	AMPS				

① AT&T AC PANEL-A SCHEDULE
SCALE: NTS

SCALE: NTS



Celeris Group Consulting Engineers
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Engineer:
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Registration No: F-13992

Electrical Engineer:
Torres Engineering Services, Inc.
8237 Delafield Dr.
Ft. Worth, TX 76131
Phone: 682-556-0848
Registration No: F-10147

STAMP:

PRELIMINARY
NOT FOR CONSTRUCTION

[illegible]

SITE NUMBER
DXL00050

SITE NAME
LIGHT FARMS
WATER TOWER

ELECTRICAL GROUNDING PLAN

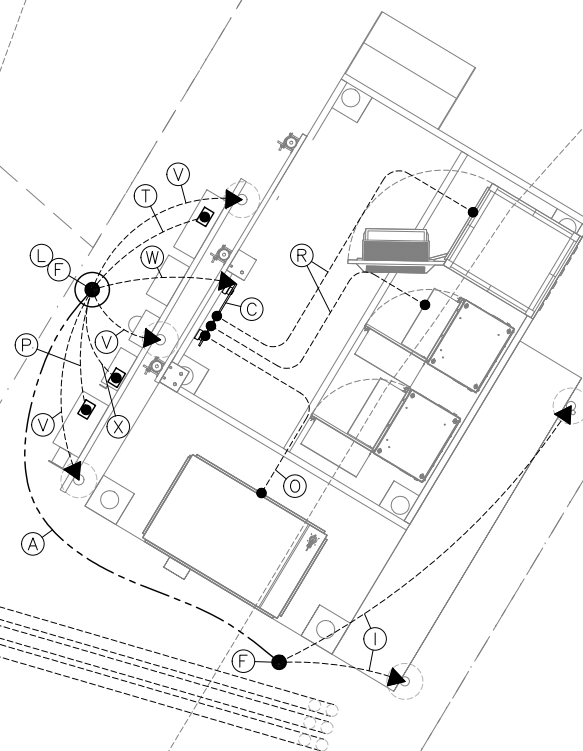
Project number	17-1045
Date	03/01/1
Drawn by	JAN
Checked by	Z

E03

Scale

NOTES: REFERENCED TO GROUNDING PLAN ○

- (A) #2 AWG SOLID TINNED COPPER GROUND WIRE 30" MINIMUM BELOW GRADE. CADWELD TO EACH GROUND ROD SHOWN.
- (B) NOT USED
- (C) NEW GROUND BAR. VERIFY EXACT LOCATION WITH AT&T WIRELESS CONSTRUCTION MANAGER. GROUND BAR TO BE 30" X 1/4" X 4" COPPER BUSS BAR. THE GROUND BAR SHALL BE INDIVIDUALLY CONNECTED DIRECTLY TO THE GROUND RING SYSTEM WITH SEPARATE #2 AWG SOLID TINNED, COPPER GROUND WIRES.
- (D) NOT USED
- (E) NOT USED
- (F) 5/8" DIAMETER X 10' COPPER CLAD GROUND ROD. DRIVE TO 18" BELOW SURFACE. REF. DET. 3/E04. WHERE LOCATED AT GROUND RING EVENLY SPACE GROUND RODS SIMILAR TO THAT SHOWN BELOW BUT TYPICALLY TWICE THE GROUND ROD LENGTH BUT NO MORE THAN 1 1/2" THAT LENGTH.
- (G) NOT USED
- (H) NOT USED
- (I) #2 AWG SOLID TINNED COPPER GROUND WIRE 18" BELOW GRADE FOR CONNECTION TO ICE BRIDGE SUPPORT POSTS.
- (J) NOT USED
- (K) NOT USED
- (L) REFER TO GROUND ROD WITH ACCESS AREA DETAIL 2/E04.
- (M) NOT USED
- (N) NOT USED
- (O) #2 TINNED COPPER GROUND WIRE. PROVIDE SIGNIFICANT LEAD WIRE FOR GENERATOR CONNECTION.
- (P) #2 BARE SOLID TINNED COPPER GROUND WIRE IN 3/4" PVC CONDUIT FROM INTERSECT PANEL DOWN TO GROUND RING AND CADWELD.
- (Q) NOT USED
- (R) #2 TINNED COPPER GROUND WIRE. PROVIDE SIGNIFICANT LEAD WIRE FOR EQUIPMENT CABINET CONNECTION.
- (S) NOT USED
- (T) PROVIDE #6 AWG BARE SOLID TINNED COPPER GROUND WIRE FROM GROUND RING TO TELEPHONE CABINET GROUND BAR. PROVIDE 3/4" PVC SLEEVE WHERE ABOVE GRADE.
- (U) NOT USED
- (V) #2 BARE SOLID TINNED COPPER GROUND WIRE FROM UTILITY RACK SUPPORT POSTS DOWN TO GROUND RING. PROVIDE CADWELD CONNECTIONS.
- (W) #2 BARE SOLID, TINNED COPPER GROUND WIRE EXOTHERMICALLY CADWELDED TO GROUND RING.
- (X) 1# 1/0 GEC (GROUNDING ELECTRODE CONDUCTOR) DOWN IN 3/4" CONDUIT TO 10' GROUND ROD. CONNECT WITH MECHANICAL COUPLING IN GROUND INSPECTION PORT OR AS DIRECTED BY CODE ENFORCEMENT AUTHORITY HAVING JURISDICTION.



1 GROUNDING PLAN
SCALE: NTS

Engineer:
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NOT FOR CONSTRUCTION

[illegible]

SITE NAME
LIGHT FARMS
WATER TOWER

Project number	17-10450
Date	03/01/18
Drawn by	JAC
Checked by	ZG

Scale

Packet Pg. 431



Attachment: DXL00050 CDs Rev A 20180301 (AT&T Lease Agreement)

16000 SCOPE OF WORK:

1. THE REQUIREMENTS PRESENTED IN THESE SPECIFICATIONS PERTAINS TO ELECTRICAL INSTALLATION OF A COMPLETELY NEW POWER RACEWAY SYSTEM FOR THE AT&T WIRELESS INSTALLATION TO THE EXTENT REQUIRED BY THESE CONTRACT DOCUMENTS.

IN GENERAL, THE ELECTRICAL CONTRACTOR (HEREAFTER ALTERNATELY REFERRED TO AS 'CONTRACTOR') SHALL PROVIDE OR RESTORE THE FOLLOWING EXISTING SYSTEMS:

A. CONDUIT AND RACEWAYS FOR ALL DEVICES, EQUIPMENT, GROUND BUSES AND GROUND RODS INDICATED ON THE ELECTRICAL PLANS.

B. CONTRACTOR SHALL RUN FEEDERS SHOWN TO SUPPLY POWER TO ALL EQUIPMENT INDICATED PRIOR TO BID. CONTRACTOR SHALL DETERMINE ANY ADDITIONAL POWER OR GROUNDING WHICH MAY BE REQUIRED DEPENDING ON EQUIPMENT SPECIFIC TO THIS SITE AND BUILDING ENCLOSURE.

2. CONTRACTOR(S) WISHING TO BID THIS WORK SHALL BE ABLE TO DEMONSTRATE A MINIMUM OF 5 YEARS PREVIOUS EXPERIENCE WITH THIS TYPE OF PROJECT AND SHALL, IF REQUESTED, SUPPLY DOCUMENTATION TO SUPPORT THIS REQUIREMENT OF QUALIFICATION.

3. EACH QUALIFIED BIDDER SHALL OBTAIN ALL PROPER BID FORMS AND SHALL VISIT THE SITE TO DETERMINE ACTUAL EXISTING CONDITIONS PRIOR TO PREPARING A BID.

4. CONTRACTOR SHALL NOTE THAT IF THIS CURRENTLY HOSTS ONE OR MORE OTHER TENANTS WITH TELEPHONE AND/OR ELECTRICAL SERVICE, CONTRACTOR SHALL NOT CAUSE LOSS OF POWER, COMMUNICATION OR ANY REQUIRED SERVICES TO AT&T WIRELESS OR ANY OTHER SITE OCCUPANT IN ANY MANNER WITHOUT EXPRESS WRITTEN DIRECTION BY AT&T WIRELESS CONSTRUCTION SUPERVISION. THE CONTRACTOR SHALL BE LIABLE FOR ANY LOSS OF REVENUE TO ANY SITE OCCUPANT BECAUSE OF ANY NONSCHEDULED OUTAGES AS DETERMINED BY CONTRACT AGREEMENT WITH AT&T WIRELESS.

16001 GENERAL: IT IS THE INTENTION OF THESE SPECIFICATIONS AND THE RELATED PLANS TO SHOW COMPLETE, PROPERLY FUNCTIONING SYSTEMS. ALL SYSTEMS, WIRING AND RACEWAYS SHALL BE INSTALLED PER NFPA-70 (APPLICABLE) AND AUTHORITY HAVING JURISDICTION

16002 SPECIAL CONDITIONS FOR ELECTRICAL WORK:

1. THE CONSTRUCTION DOCUMENTS INCLUDING BUT NOT LIMITED TO THESE PLANS, SPECIFICATIONS, AND CONTRACTS ARE ISSUED FOR INFORMATION TO BE COMPLIED WITH BY THE ELECTRICAL CONTRACTOR AND ANY OR ALL SUBCONTRACTORS AND TRADES EMPLOYED ON THIS PROJECT BY THE ELECTRICAL CONTRACTOR, HEREAFTER REFERRED TO AS CONTRACTOR.

2. THE TERM "CONTRACTOR" IN THIS SECTION REFERS TO THE CONTRACTOR WHOSE WORK IS COVERED BY THIS ELECTRICAL SPECIFICATION.

3. ALL WORK SHALL BE DONE AND TESTED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND WITH LOCAL AND NATIONAL CODES. REPORT SUPPOSED CONFLICTS WITH PLANS AND SPECIFICATIONS IMMEDIATELY TO THE CONSTRUCTION SUPERINTENDENT WHO WILL ISSUE INSTRUCTIONS OR ADDENDA TO RESOLVE SUCH CONFLICT. IN NO CASE SHALL A CONTRACTOR BASE ITS BID ON WORK THAT WILL NOT BE ACCEPTABLE TO CODE AND THESE CONTRACT DOCUMENTS. NO CONSIDERATION SHALL BE GIVEN TO REQUESTS FOR EXTRA COMPENSATION TO BRING THE BASE WORK INTO CONFORMANCE WITH THESE DOCUMENTS.

4. ALL MATERIAL FOR WHICH THERE IS A CATEGORY FOR TESTING BY UL OR CSA SHALL BE SO TESTED, LISTED AND LABELED.

5. AS MENTIONED ABOVE, IT IS THE INTENT OF THESE DOCUMENTS TO PRODUCE A COMPLETE AND FINISHED ELECTRICAL SYSTEM TO THE EXTENT SHOWN IN THESE CONTRACT DOCUMENTS. THE AT&T WIRELESS CONSTRUCTION MANAGER SHALL BE THE FINAL AUTHORITY FOR ACCEPTANCE OF THE WORK. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR COORDINATING HIS WORK WITH OTHER TRADES AND WITH HIS SUBCONTRACTORS AS NECESSARY TO PROVIDE A FINAL AND COMPLETE ELECTRICAL INSTALLATION.

6. THE CONTRACTOR SHALL EMPLOY ONLY SKILLED, EXPERIENCED, AND WHEN REQUIRED, LICENSED SUB CONTRACTORS AND WORKERS. MATERIALS AND EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S WRITTEN INSTRUCTIONS, IN ACCORDANCE WITH THE BEST TRADE PRACTICES AND IN A NEAT AND WORKMAN LIKE MANNER. WORK WHICH IN THE OPINION OF THE CONSTRUCTION MANAGER DOES NOT CONFORM TO THE INTENT OF THESE PLANS AND SPECIFICATIONS SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE.

7. THE PLANS AND DETAILS ARE DIAGRAMMATIC IN NATURE. COORDINATE THE LOCATION OF ITEMS NOT CLEARLY DIMENSIONED WITH THE CONSTRUCTION SUPERINTENDENT.

8. SECURE ALL NECESSARY PERMITS, LICENSES AND INSPECTIONS AND PAY ALL REQUIRED FEES, TESTS AND WAGE SCALES THAT MAY BE REQUIRED. THE CONTRACTOR SHALL INCLUDE THE FINAL INSPECTION CERTIFICATE IN FINAL DOCUMENTS.

9. THE CONTRACTOR IS RESPONSIBLE FOR UNDERSTANDING THE EXISTING SITE CONDITIONS. HE SHALL VISIT THIS SITE (BY APPOINTMENT) AT ANY REASONABLE TIME.

10. LOCATIONS OF UTILITY CONNECTIONS SHOWN ON THE SITE ARE APPROXIMATE AND ARE BASED ON SITE OBSERVATIONS. ACTUAL UTILITY CONNECTIONS AND EXACT LOCATIONS MAY VARY SLIGHTLY. THE CONTRACTOR SHALL CONTACT THE UTILITY COMPANIES INVOLVED PRIOR TO BID TO CONFIRM THE ACTUAL CONDITIONS OF CONNECTION. THE CONTRACTOR INCLUDE IN HIS BID THE ACTUAL CONDITIONS OF CONNECTION AND ANY FEES REQUIRED BY THE UTILITY FOR PROPOSED NEW 200 AMP, 240/120 VAC SINGLE PHASE UTILITY SERVICE. THE CONTRACTOR SHALL COORDINATE WITH THE ELECTRICAL COMPANY CONCERNING ITEMS WHICH HE MUST PROVIDE AND THE CONSTRUCTION SCHEDULE.

11. AFTER COMPLETION OF THE WORK AND BEFORE FINAL INSPECTION, THE CONTRACTOR SHALL THOROUGHLY CLEAN EACH EXPOSED DEVICE, PIECE OF EQUIPMENT AND FIXTURE TO THE SATISFACTION OF THE CONSTRUCTION SUPERINTENDENT.

12. THE CONTRACTOR SHALL SUBMIT ALL MATERIALS LISTED BELOW TO THE ENGINEER FOR APPROVAL PRIOR TO INSTALLATION. FAILURE TO OBTAIN APPROVAL ON MATERIAL SHALL BE CAUSE FOR CONTRACTOR TO REMOVE ANY MATERIALS NOT APPROVED AND REPLACE THEM AT HIS OWN EXPENSE AND WITH NO ALLOWANCE IN THE TIME ALLOWED FOR CONSTRUCTION.

SUBMITTALS: (PROVIDE IN QUANTITY REQUESTED BY THE CONSTRUCTION MANAGER)

THE FOLLOWING MINIMUM ITEMS SHALL BE SUBMITTED AT THE SAME TIME UNDER ONE COVER IN THE ORDER LISTED:

TAB ONE: WIRE, CONDUIT, GROUND RODS, GROUND BUSES, ELECTRICAL (CAD) WELD DEVICES, METALLIC SHEATHED FLEXIBLE CONDUIT, OUTLET AND PULL BOXES.

TAB TWO: SWITCHES, ENCLOSURES, CABINETS, TIMERS, AND RECEPTACLES

TAB THREE: PANEL BOARDS, DISCONNECT SWITCHES (DESIGNATE USE OF EACH), FUSES, AND CIRCUIT BREAKERS OR OTHER CONTROL DEVICES.

13. THE CONTRACTOR SHALL GUARANTEE THAT ALL WORK PERFORMED UNDER THIS CONTRACT IS FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR ONE YEAR (MINIMUM) FOLLOWING FINAL ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL RESPOND TO REQUESTS FOR SERVICE IN A TIMELY MANNER APPROPRIATE TO THE SERVICE REQUESTED, THE CONTRACTOR SHALL IMMEDIATELY REPAIR OR REPLACE ANY ITEMS FOUND TO BE DEFECTIVE WITHIN THE GUARANTEE PERIOD AT NO COST TO THE OWNER.

14. THE CONTRACTOR SHALL MAINTAIN ON THE SITE A SET OF CONSTRUCTION DOCUMENTS MARKED IN RED TO SHOW THE ACTUAL CONDITIONS OF CONSTRUCTION. LOCATIONS OF EQUIPMENT AND ROUTING OF SYSTEMS SHALL BE ACCURATELY RECORDED DURING THE COURSE OF CONSTRUCTION. CONTRACTOR SHALL FORWARD A REPRODUCIBLE COPY OF THE RECORD DRAWINGS TO AT&T WIRELESS AT THE COMPLETION OF CONSTRUCTION AND SHALL MAINTAIN THE ORIGINAL RECORD DRAWINGS FOR USE DURING THE GUARANTEE PERIOD. FINAL PAY REQUEST SHALL NOT BE APPROVED WITHOUT THIS FINALIZED INFORMATION IN ACCORDANCE WITH AT&T WIRELESS CLOSE OUT INSTRUCTIONS.

15. IN ADDITION TO THE ABOVE REQUIRED RECORD DRAWINGS, THE CONTRACTOR SHALL FURNISH TO AT&T WIRELESS AT THE COMPLETION OF THE WORK THE FOLLOWING DOCUMENTS:

TEST REPORTS, WARRANTIES, OPERATIONS AND MAINTENANCE MANUALS AND INFORMATION:

A. A CERTIFICATE OF GUARANTEE/WARRANTY SHOWING THE DATES OF BEGINNING AND ENDING OF THE WARRANTY

B. DOCUMENTS PERTINENT TO THE GUARANTEES AND WARRANTIES OF MANUFACTURERS.

C. WRITTEN INSTALLATION INSTRUCTIONS FOR EQUIPMENT INSTALLED ON THE PROJECT.

D. THREE SETS OF CUT SHEETS FOR EACH PIECE OF EQUIPMENT INSTALLED FOR ELECTRICAL SYSTEMS.

E. CERTIFIED RESISTANCE MEASUREMENT DATA AND DRAWINGS USED DURING CONSTRUCTION.

16. ALL MATERIALS SHALL BE NEW AND OF DOMESTIC, OR IF APPROVED, NAFTA MANUFACTURE. ALL ITEMS OF THE SAME TYPE ON THE PROJECT SHALL BE OF THE SAME MANUFACTURER.

17. PRODUCTS OF VARIOUS MATERIALS AND EQUIPMENT ARE SPECIFIED IN ORDER TO ESTABLISH A STANDARD OF QUALITY AND A BASIS OF DESIGN. OTHER SIMILAR MATERIALS MAY BE ACCEPTABLE AS SUBSTITUTIONS PROVIDED THEY MEET THE SAME STANDARDS OF QUALITY AND DESIGN CRITERIA IN THE OPINION OF THE ENGINEER. ALTERNATE ITEMS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO INSTALLATION. THE DECISION OF THE ENGINEER REGARDING ACCEPTABILITY SHALL BE FINAL. THE CONTRACTOR SHALL BEAR ALL COSTS, INCLUDING THAT OF OTHER TRADES AND THE DESIGN TEAM, ASSOCIATED WITH ACCOMMODATIONS FOR PERMITTED SUBSTITUTIONS.

- 16900 SPECIAL MODULAR CELL INSTALLATION GROUNDING INTEGRITY AND IMPEDANCE TESTING:
1. CONTRACTOR SHALL PRESENT MEASUREMENTS SHOWING CERTIFIED THIRD PARTY GROUND IMPEDANCE TESTING AS REQUIRED BY THE CONTRACT DOCUMENTATION. TESTING PER ANSI/IEEE STD 81-1983, IEEE GUIDE FOR MEASURING EARTH RESISTIVITY SHALL BE AS APPROVED BY AT&T WIRELESS CONSTRUCTION MANAGEMENT.
 2. THIS INSTALLATION SHALL BE GROUNDED WITH AN INTEGRATED (MULTI-POINT) GROUNDING SYSTEM.
 3. SURGE PROTECTION SHALL BE AT&T WIRELESS APPROVED EQUIPMENT. IT SHALL BE BONDED TO A GROUND BAR AT THE SERVICE ENTRANCE POINT THAT IS CONNECTED DIRECTLY TO THE GROUNDING ELECTRODE SYSTEM.
 4. REVIEW EXISTING INSTALLATION AND FOLLOW AT&T WIRELESS CELL SITE GROUNDING AND LIGHTNING PROTECTION STANDARDS REPORT PERCEIVED DIFFICULTIES WITH MEETING THIS CRITERIA WITH AT&T WIRELESS CONSTRUCTION MANAGEMENT. OTHER REQUIRED STANDARDS SHALL BE: NFPA-780 STANDARD FOR INSTALLATION OF LIGHTNING SYSTEMS AND POLY PHASE EQUIPMENT; AND, THE GROUNDS FOR LIGHTNING PROTECTION AND EMP PROTECTION", SECOND ED. BY ROGER R. BLOCK.
 5. THE ELECTRICAL CONTRACTOR SHALL PROVIDE BONDING STRAPS, CAD WELDING AND HARDWARE FOR EACH SEPARATE PIECE OF THE EQUIPMENT MOUNTING PLATFORM TO ASSURE THAT ALL PIECES ARE ELECTRICALLY CONNECTED. SUCH CONNECTIONS SHALL BE MADE AND TESTED TO DEMONSTRATE LOW ELECTRICAL RESISTANCE ACCEPTABLE TO AT&T WIRELESS BETWEEN ANY TWO POINTS ON THE PLATFORM, MOUNTS OR STRUCTURE.

Electrical Engineer:
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Phone: 682-556-0848
Registration No: F-10147

PRELIMINARY
NOT FOR CONSTRUCTION

[illegible]

SITE NUMBER
DXL00050

SITE NAME
LIGHT FARMS
WATER TOWER

ELECTRICAL SPECIFICATIONS

Project number	17-10450
Date	03/01/18
Drawn by	JAC
Checked by	ZG

E06



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Paul DeBuff, Assistant to the City Manager
CC: Alexis Jackson, Director of Development Services
Date: April 10, 2018
Re: Fee update

Action Requested:

Consider and act upon an ordinance amending the City's Code of Ordinances, Appendix A, Fee Schedule, to adopt revised fees for building permits and inspections, water deposits and miscellaneous development abatement fees. (Hernandez)

Background Information:

Staff has proposed to amend selected fees in order to recoup a portion of the City's administrative costs for residential and commercial building permit applications, fire crowd management, residential and commercial water deposits, and lien abatement processing.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City Attorney has reviewed the proposed ordinance.

Supporting Documents:

- Proposed Ordinance

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS

ORDINANCE 2018-____

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

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

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

WHEREAS, the City has enacted a schedule of fees in order to enact a comprehensive update of such fees; and

WHEREAS, the City has determined it is in the public interest to set a fee for tree replacement credits.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

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

SECTION 3
AMENDMENTS

- 3.01 That the City of Celina Code of Ordinances, Appendix A: Fee Schedule; Section A3.001(a) shall be amended to read as follows:

“Sec. A3.001 Building permits and inspections; contractor registration

“(a) New Residential Building permits.

- (1) Residential, new construction: Current ICC square foot construction costs table fee for construction types (gross area X square foot construction cost C permit fee multiplier 75% (.0075) = permit fee).
- (2) Irrigation fee: \$150.00
- (3) T-pole fee: \$30.00
- (4) Fence fee: \$75.00
- (5) Certificate of occupancy: \$50.00

(6) Residential application fee: \$50.00”

3.02 That the City of Celina Code of Ordinances, Appendix A: Fee Schedule; Section A3.001(d) shall be amended to read as follows:

(d) Commercial building permits:

- (1) “Per fee. \$6.25 per \$1,000.00 valuation of work, \$75.00 minimum.
- (2) Mechanical, electrical, and plumbing fees: These fees are calculated by the square footage of building floor area; each trade requires a separate fee and are in addition to the permit fee.
 - (A) 1-3,000 square feet: \$75.00.
 - (B) 3,0001-10,000 square fees: \$95.00.
 - (C) 10,0001-100,000 square feet: \$115.00.
 - (D) Over 100,000 square feet: \$135.00.
- (3) Energy fee: \$100.00.
- (4) Certificate of occupancy fee: \$100.00.
- (5) Building activity fee: \$500.00 per wastewater connection.
- (6) **Commercial application fee: \$150.00.”**

3.03 That the City of Celina Code of Ordinances, Appendix A: Fee Schedule; Section A3.006(e) shall be amended to read as follows:

“Sec. A3.006 Fire inspection fees

(e) Miscellaneous fire fees:

- (1) After-hours inspection: \$50.00 per hour with a two-hour minimum.
- (2) Kitchen hood system inspection: \$150.00 per hood system.
- (3) Above ground/underground storage tanks: \$250.00 per tank.

- (4) Fire watch: \$50.00 per hour (2-hour minimum).
- (5) Open burn permit: \$100.00 per burn.
- (6) Paint spray room/booth: \$150.00 per booth/room.
- (7) Above ground hazardous material permit fee:

Range No.	Liquids (gallons)	Gases (cubic feet @ ntp)	Solids (pounds)	Fee
0	up to 0.2 fl. oz.	up to 99 cu. ft.	up to 0.34 oz.	\$0.00
1	0.3 fl. oz. up to 54 gal.	100 up to 199 cu. ft.	0.35 oz. up to 249 lbs.	\$90.00
2	55 up to 549 gal.	200 up to 1,999 cu. ft.	250 up to 2,499 lbs.	\$180.00
3	550 up to 2,749 gal.	2,000 up to 9,999 cu. ft.	2,500 up to 124,999 lbs.	\$270.00
4	2,750 up to 4,999 gal.	10,000 up to 19,999 cu. ft.	125,000 up to 249,999 lbs.	\$360.00
5	5,000 gal. and over	20,000 cu. ft. and over	250,000 lbs. and over	\$450.00

(8) Crowd Managers: \$50.00 per hour (2 – hour minimum)”

3.01 That the City of Celina Code of Ordinances, Appendix A: Fee Schedule; Section A5.001 shall be amended to read as follows:

Sec. A5.001 Water deposits

- (a) **Residential (each living unit); \$200.00**
- (b) **Business (fewer than 5 employees) \$150.00**
- (c) **Business (5 employees or more) \$200.00**
- (d) Restaurant/grocery store: \$250.00
- (e) Cleaners/laundromats: \$250.00
- (f) All two-inch meters (plus \$100.00 for each inch over 2”): \$150.00”

3.02 That the City of Celina Code of Ordinances, Appendix A: Fee Schedule; Section A6.022 shall be added to read as follows:

“Sec. A6.022 Miscellaneous development abatement fees

- (a) (1) Abatement Administrative fee: \$25.00
- (2) Administrative fee: 10% of contractor fee
- (3) Lien processing fee: \$200.00”

SECTION 4
CUMULATIVE REPEALER CLAUSE

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

SECTION 5 **SAVINGS CLAUSE**

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

SECTION 6 **SEVERABILITY**

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

SECTION 7 **PENALTY**

Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed

Two Thousand Dollars (\$2,000) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs and continues.

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

SECTION 8 **PUBLICATION CLAUSE**

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

SECTION 9
ENGROSSMENT AND ENROLLMENT

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

SECTION 10
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this _____ day of _____, 2018.

 Sean Terry, Mayor
 City of Celina, Texas

ATTEST:

 Vicki Faulkner, City Secretary
 City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

 City Attorney
 City of Celina, Texas

Attachment: Celina Fee Ordinance_2018_8 (Fee update)



Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jay Toutounchian, Finance Director
CC: Jason Laumer, City Manager
Date: April 10, 2018
Re: Oncor

Action Requested:

Consider and act upon a resolution authorizing continued participation with the steering committee of cities served by Oncor; and authorizing the payment of 11 cents per capita to the steering committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC. (Toutounchian)

Background Information:

Please see the attached staff report

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

Supporting Documents:

Resolution, staff report

Staff Recommendation:

RESOLUTION NO. 2018-

A RESOLUTION AUTHORIZING CONTINUED PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AND AUTHORIZING THE PAYMENT OF 11 CENTS PER CAPITA TO THE STEERING COMMITTEE TO FUND REGULATORY AND LEGAL PROCEEDINGS AND ACTIVITIES RELATED TO ONCOR ELECTRIC DELIVERY COMPANY, LLC.

- WHEREAS, the City of Celina is a regulatory authority under the Public Utility Regulatory Act (PURA) and has exclusive original jurisdiction over the rates and services of Oncor Electric Delivery Company, LLC (Oncor) within the municipal boundaries of the city; and
- WHEREAS, the Steering Committee has historically intervened in Oncor rate proceedings and electric utility related rulemakings to protect the interests of municipalities and electric customers residing within municipal boundaries; and
- WHEREAS, the Steering Committee is participating in Public Utility Commission dockets and projects, as well as court proceedings, and legislative activity, affecting transmission and distribution utility rates; and
- WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor; and
- WHEREAS, the Steering Committee functions under the direction of an Executive Committee which sets an annual budget and directs interventions before state and federal agencies, courts and legislatures, subject to the right of any member to request and cause its party status to be withdrawn from such activities; and
- WHEREAS, the Executive Committee in its December 2017 meeting set a budget for 2018 that compels an assessment of eleven cents (\$0.11) per capita; and
- WHEREAS, in order for the Steering Committee to continue its participation in these activities which affects the provision of electric utility service and the rates to be charged, it must assess its members for such costs.

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

I.

That the City is authorized to continue its membership with the Steering Committee of Cities Served by Oncor to protect the interests of the City of Celina and protect the interests of the customers of Oncor Electric Delivery Company, LLC residing and conducting business within the City limits.

Attachment: 2018- Oncor OCSC Assessment (Oncor)

II.

The City is further authorized to pay its assessment to the Steering Committee of eleven cents (\$0.11) per capita based on the population figures for the City shown in the latest TML Directory of City Officials.

III.

A copy of this Resolution and the assessment payment check made payable to “*Steering Committee of Cities Served by Oncor*” shall be sent to Brandi Stigler, Steering Committee of Cities Served by Oncor, c/o City Attorney’s Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010.

PRESENTED AND PASSED on this the _____ day of _____, 2018, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Celina, Texas.

Signature
Mayor

ATTEST:

Signature
City Secretary

APPROVED AS TO FORM:

Signature
City Attorney

Attachment: 2018- Oncor OCSC Assessment (Oncor)

STAFF REPORT ON ASSESSMENT RESOLUTION FOR STEERING COMMITTEE OF CITIES SERVED BY ONCOR

Purpose of the Resolution

The City of Celina is a member of a 162-member city coalition known as the Steering Committee of Cities Served by Oncor. The resolution approves the assessment of an eleven cent (\$0.11) per capita fee to fund the activities of the Steering Committee.

Why this Resolution is Necessary

The Steering Committee undertakes activities on behalf of municipalities for which it needs funding support from its members. Municipalities have original jurisdiction over the electric distribution rates and services within the city. The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s. Empowered by city resolutions and funded by per capita assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, ERCOT, the courts, and the Legislature on electric utility regulation matters for over two decades.

The Steering Committee is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Oncor Electric Delivery Company, LLC within the City. Steering Committee representation is also strong at ERCOT. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that the Steering Committee be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

Explanation of “Be It Resolved” Paragraphs

I. The City is currently a member of the Steering Committee; this paragraph authorizes the continuation of the City’s membership.

II. This paragraph authorizes payment of the City’s assessment to the Steering Committee in the amount of eleven cents (\$0.11) per capita, based on the population figure for the City as shown in the latest TML Directory of City Officials.

III. This paragraph requires notification to the Chair of the Steering Committee, Paige Mims, that the City has adopted the Resolution.

Payment of Assessment

A copy of the resolution should be mailed with payment of the fee to Brandi Stigler, Steering Committee of Cities Served by Oncor, c/o City Attorney’s Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010. Checks should be made payable to: *Steering Committee of Cities Served by Oncor.*



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Paul DeBuff, Assistant to the City Manager
CC: Jason Laumer, City Manager
Date: April 10, 2018
Re: The Columns Public Hearing

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony regarding the proposed assessments to be levied against the assessable property within The Columns Public Improvement District (PID) and a final Service and Assessment Plan, pursuant to the provisions of Chapter 372 of the Texas Local Government Code. The property is a ±48.784 acre tract of land situated in the John Ragsdale Survey, Abstract No. 734, City of Celina, Collin County, Texas and being a portion of those tracts of land conveyed to Lucas Celina 209, LTD, Collin County, Texas, and is generally located south of County Road 51, north of Punk Carter Parkway, east of Dallas Parkway, and west of Light Farms Way. (The Columns) (DeBuff)

Background Information:

This public hearing is to provide a forum for comments regarding the levying of assessments related to The Columns Public Improvement District (PID).

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

- The Columns Service and Assessment Plan

Staff Recommendation:

Staff recommends public hearing be held, then closed.

Draft

THE COLUMNS
PUBLIC IMPROVEMENT DISTRICT
SERVICE AND ASSESSMENT PLAN

MARCH 26, 2018

THE COLUMNS PUBLIC IMPROVEMENT DISTRICT

SERVICE AND ASSESSMENT PLAN

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Appendix B	Estimated Costs of the Authorized Improvements
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Section I PLAN DESCRIPTION AND DEFINED TERMS

A. Introduction

On November 14, 2017 (the “Creation Date”) the City Council (the “City Council”) of the City of Celina, Texas (the “City”) passed and approved Resolution No. 2017-203R approving and authorizing the creation of the Columns Public Improvement District (the “PID”) to finance the costs of certain public improvements for the benefit of property in such public improvement district (the “Authorized Improvements”), all of which is located within the City.

The property in the PID is proposed to be developed as one phase, and the PID will finance public improvements as the property is developed. Assessments will be imposed on the property for the public improvements to be constructed.

Chapter 372 of the Texas Local Government Code, the “Public Improvement District Assessment Act” (as amended, the “PID Act”), governs the creation and operation of public improvement districts within the State of Texas. This Columns Public Improvement District Preliminary Service and Assessment Plan (the “Service and Assessment Plan”) has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan “must cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements. The plan shall be reviewed and updated annually for the purpose of determining the annual budget for improvements.” The service plan is described in Section IV of this Service and Assessment Plan.

Section 372.014 of the PID Act requires that “an assessment plan must be included in the annual service plan.” The assessment plan is described in Section V of this Service and Assessment Plan.

Section 372.015 of the PID Act requires that “the governing body of the municipality or county shall apportion the cost of an improvement to be assessed against property in an improvement district.” The method of assessing the Authorized Improvement Costs and apportionment of such costs to the property in the PID is included in Section V of this Service and Assessment Plan.

Section 372.016 of the PID Act requires that “after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter.” The Assessment Roll for the PID is included in this Service and Assessment Plan. The Assessments as shown on the Assessment Roll is based on the method of assessment and apportionment of costs described in Section V of this Service and Assessment Plan.

B. Definitions

Capitalized terms used herein shall have the meanings ascribed to them as follows:

“Actual Cost(s)” means, with respect to an Authorized Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement. Actual Cost may include (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Authorized Improvement, including general contractor construction management fees, if any, (b) the costs of preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs for external professional costs associated with such Authorized Improvement, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes (property and franchise), (e) the costs of all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and material men in connection with the acquisition, construction or implementation of the Authorized Improvements, (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal, and consulting fees, financing charges, taxes, governmental fees and charges (including inspection fees, County permit fees, development fees), insurance premiums, miscellaneous expenses, and all advances and payments for Administrative Expenses.

Actual Costs may include general contractor’s fees in an amount up to a percentage equal to the percentage of work completed and accepted by the City or construction management fees in an amount up to five percent of the eligible Actual Costs described in a Certification for Payment. The amounts expended on legal costs, taxes, governmental fees, insurance premiums, permits, financing costs, and appraisals shall be excluded from the base upon which the general contractor and construction management fees are calculated.

“Administrative Expenses” mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of: (i) creating and organizing the PID, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the PID, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Assessments and the system of registration and transfer of the Bonds, (v) issuing, paying and redeeming the Bonds, (vi) investing or depositing of monies, (vii) complying with the PID Act and other laws applicable to the Bonds, (viii) the Trustee fees and expenses relating to the Bonds, including reasonable fees, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Authorized Improvements. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

“Administrator” means the employee or designee of the City, identified in any indenture of trust

relating to a series of Bonds or identified in any other agreement approved by the City Council, who shall have the responsibilities provided for herein.

“Annual Installment” means, with respect to each Parcel, each annual payment of: (i) the Assessments including any applicable interest, as shown on the Assessment Roll attached hereto as Appendix D, as applicable, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, (ii) the Administrative Expenses, and (iii) the Prepayment and Delinquency Reserve described in Section V.F. of this Service and Assessment Plan.

“Annual Service Plan Update” has the meaning set forth in the second paragraph of Section IV of this Service and Assessment Plan.

“Assessed Property” means any property that benefits from the Authorized Improvements within the PID on which Assessments have been imposed as shown in the Assessment Roll, as the Assessment Roll is updated each year by the Annual Service Plan Update. Assessed Property includes Parcels within the PID other than Non-Benefited Property.

“Assessment” means an assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act. An Assessment for a Parcel consists of the Annual Installments to be collected in all years and amounts collected to pay Administrative Expenses and interest on all Assessments.

“Assessment Ordinance” means an Assessment Ordinance adopted by the City Council approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan) and levying the Assessments.

“Assessment Revenues” mean the revenues actually received by or on behalf of the City from the collection of Assessments.

“Assessment Roll” or **“Assessment Rolls”** means collectively or separately, as applicable, the Assessment Roll included in this Service and Assessment Plan as Appendix D or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update, as each may be updated, modified, or amended from time to time in accordance with the procedures set forth in this Service and Assessment Plan and in the PID Act.

“Authorized Improvements” mean those public improvements described in Appendix B of this Service and Assessment Plan and Section 372.003 of the PID Act, acquired, constructed and installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

“Authorized Improvement Costs” mean the actual or budgeted costs, as applicable, of all or any portion of the Authorized Improvements, as shown in Appendix B.

“Bonds” mean any bonds issued in one or more series for financing the Authorized Improvements and secured in whole or in part by the Assessment Revenues.

“Budgeted Cost(s)” means the amounts budgeted to construct the Authorized Improvements as used in the preparation of this Service and Assessment Plan.

“Certification for Payment” means the certificate to be provided by the Developer, or his designee, to substantiate the Actual Cost of one or more Authorized Improvements, which may be in segments or sections.

“City” means the City of Celina, Texas.

“City Council” means the duly elected governing body of the City.

“County” means Collin County, Texas.

“Delinquent Collection Costs” mean interest, penalties and expenses incurred or imposed with respect to any delinquent installment of an Assessment in accordance with the PID Act and the costs related to pursuing collection of a delinquent Assessment and foreclosing the lien against the Assessed Property, including attorney’s fees.

“Developer” means CADG Celina Outer Loop, LLC, a Texas limited liability company and its successors and assigns.

“Development Agreement” means that certain Development Agreement relating to the PID executed by and between the Developer and the City effective October 31, 2017, as the same may be amended from time to time.

“Homeowner Association” means a homeowners’ association or property owners’ association established for the benefit of property owners within the PID.

“Homeowner Association Property” or **“(HOA Property)”** means property within the PID owned by or irrevocably offered for dedication to, whether in fee simple or through an easement, a Homeowners’ Association established for the benefit of a group of homeowners or property owners within the PID.

“Lot” means a tract of land described as a “lot” in a subdivision plat recorded in the official public records of Collin County, Texas.

“Lot Type” means a classification of final building lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, etc.), as determined by the Administrator and confirmed by the City Council. In the case of single family residential lots, the Lot Type shall be further defined by classifying the residential lots by the estimated final average home value for each lot as of the date of the recorded subdivision plat, considering factors such as density, lot size, proximity to amenities, view premiums, location, and any other factors that may impact the average home value on the lot, as determined by the Administrator and confirmed by the City Council.

“Maximum Assessment Per Unit” mean the Assessment amount per Lot shown in Section V.C.

“Non-Benefited Property” means Parcels that accrue no special benefit from the Authorized Improvements, including Public Property and easements that create an exclusive use for a public utility provider. Property identified as Non-Benefited Property at the time the Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel, is not assessed. Assessed Property converted to Non-Benefited Property, if the Assessments may not be reallocated pursuant to the provisions herein, remains subject to the Assessments and requires the Assessments to be prepaid as provided for in Section VI.D.

“Parcel” or “Parcels” means a parcel or parcels within the PID identified by either a tax map identification number assigned by the Collin Central Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the official public records for real property in Collin County.

“PID” has the meaning set forth in Section I.A. of this Service and Assessment Plan.

“PID Act” means Texas Local Government Code Chapter 372, Public Improvement District Assessment Act, Subchapter A, Public Improvement Districts, as amended.

“PID Reimbursement Agreement” means that certain The Columns Public Improvement District Reimbursement Agreement, dated _____, by and between the City and the Developer in which the Developer agrees to fund certain Actual Costs of the Authorized Improvements and the City agrees to reimburse the Developer for a portion of such Actual Costs of the Authorized Improvements funded by the Developer with interest as permitted by the PID Act.

“Planned Development District” means the zoning classification established as PD – Planned Development District #84 pursuant to Ordinance 2017-33 adopted by the City Council designating the zoning and development standards.

“Prepayment Costs” mean interest and expenses to the date of prepayment, plus any additional expenses related to the prepayment allowed by applicable law, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment.

“Prepayment and Delinquency Reserve” has the meaning set forth in Section V.F. of this Service and Assessment Plan.

“Public Property” means property, right of way and easements within the boundaries of the PID that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, Collin County, the City, a school district or any other public agency or political subdivision, whether in fee simple or through an exclusive use easement.

“Service and Assessment Plan” means this Service and Assessment Plan prepared for the PID pursuant to the PID Act, as the same may be amended from time to time.

“TIRZ No. 9” means the Tax Increment Reinvestment Zone No. 9, City of Celina, Texas.

“TIRZ Annual Credit Amount” means, for each Parcel, such Parcel’s prorated amount of TIRZ Revenues calculated pursuant to Section VI.A. of this Service and Assessment Plan.

“TIRZ Ordinance” means an ordinance adopted by the City Council authorizing the use of TIRZ Revenues for project costs under the Tax Increment Financing Act, Texas Tax Code, Chapter 311, as amended, relating to certain public improvements as provided for in the Tax Increment Reinvestment Zone No. Nine Project Plan and Financing Plan (including amendments or supplements thereto).

“TIRZ Revenues” mean, for each year, the amounts paid by the City from the TIRZ No. 9 tax increment fund pursuant to the TIRZ Ordinance to reduce an Annual Installment, as calculated each year by the Administrator in collaboration with the City, in accordance with Section VI.A. of this Service and Assessment Plan.

“Trust Indenture” means an indenture of trust, ordinance or similar document setting forth the terms and other provisions relating to the Bonds, as modified, amended, and/or supplemented from time to time.

“Trustee” means the fiscal agent or trustee as specified in a Trust Indenture, including a substitute fiscal agent or trustee.

Remainder of this page left intentionally blank.

Section II PROPERTY INCLUDED IN THE PID

Property Included in the PID

The PID is presently located within the City and contains approximately 48.784 acres of land. A map of the property within the PID is shown on Appendix A to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 261 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID. The estimated number of lots (261) and the classification of each lot are based upon the proposed development plan.

The property within the PID is proposed to be developed as follows:

Table II-A
Proposed Development

Proposed Development Type	Quantity	Measurement
Single Family Residential – 40 Feet	261	units
Total	261	units

The estimated number of units at the build-out of the PID is based on the land use approvals for the property, the anticipated subdivision of property in the PID, and the Developer's estimate of the highest and best use of the property within the PID.

Section III DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. Authorized Improvement Overview

Section 372.003 of the PID Act defines the improvements that may be undertaken by a municipality or county through the establishment of a public improvement district, as follows:

372.003. Authorized Improvements

- (a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.
- (b) A public improvement may include:
 - (i) landscaping;
 - (ii) erection of fountains, distinctive lighting, and signs;
 - (iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;
 - (iv) construction or improvement of pedestrian malls;
 - (v) acquisition and installation of pieces of art;
 - (vi) acquisition, construction, or improvement of libraries;
 - (vii) acquisition, construction, or improvement of off-street parking facilities;
 - (viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;
 - (ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;
 - (x) the establishment or improvement of parks;
 - (xi) projects similar to those listed in Subdivisions (i)-(x);
 - (xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;
 - (xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; and
 - (xiv) payment of expenses incurred in the establishment, administration and operation of the district.

After analyzing the public improvement projects authorized by the PID Act, the City has determined at this time to undertake only Authorized Improvements listed in Section III.B. below and described in Appendix B and shown on the diagram included as Appendix C for the benefit of the Assessed Property. Any change to the list of Authorized Improvements will require the approval of the City and an update to this Service and Assessment Plan.

B. Description of the Authorized Improvements

The descriptions of the Authorized Improvements are presented below and the estimated costs of the Authorized Improvements are shown in Table III-A. The estimated costs shown in Table III-B may be revised in an Annual Service Plan Update as needed.

Roadway improvements: The roadway improvements within the PID include construction of perimeter road and thoroughfare improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water distribution system improvements: The water distribution system improvements within the PID consist of construction and installation of water lines, mains, pipes, valves and appurtenances necessary for the water distribution system, as well as related testing, trench safety and erosion protection, necessary to service the Assessed Property. The water distribution system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Sanitary sewer collection system improvements: The sanitary sewer collection system improvements within the PID consist of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to the Assessed Property. The sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Storm drainage collection system improvements: The storm drainage collection system improvements consist of reinforced concrete pipes, reinforced concrete boxes, and multi-reinforced box culverts. The storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Additional details of the Authorized Improvements are shown in Appendix B attached to this Service and Assessment Plan. The method of cost allocation is explained in Section V.C.

The estimated costs of the Authorized Improvements shown in Tables III-A may be revised in Annual Service Plan Updates. Savings from one line item may be applied to a cost increase in another line item. These savings may be applied only to increases in costs of the Authorized Improvements (i.e., the improvements for the benefit of property within the PID). The detailed costs of the Authorized Improvements are shown in Appendix B to this Service and Assessment Plan.

Table III-A
Authorized Improvements - Authorized Improvements

Description	Estimated Costs
Roadway improvements	\$2,743,331
Water improvements	\$619,587
Sanitary sewer improvements	\$678,768
Storm drainage improvements	\$1,985,246
Other soft costs including PID creation costs	\$1,360,652
Total Improvement Costs	\$7,387,584

Additionally, the Developer plans to construct certain improvements within the PID over a period of approximately five years including amenities, landscaping, hardscaping and other miscellaneous items (collectively, the “Private Costs”) to serve the entire PID. The Private Costs will be paid entirely by the Developer without any reimbursement through the PID.

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Section IV SERVICE PLAN

A. Sources and Uses of Funds

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five year period. It is anticipated that it will take approximately 24 months to construct the Authorized Improvements.

The Budgeted Costs for the Authorized Improvements plus costs related to the issuance of the Bonds, in one or more series, and payment of expenses incurred in the establishment, administration and operation of the PID are \$9,497,984 as shown in Table IV-A. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the Actual Costs of the Authorized Improvements, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an “Annual Service Plan Update.”

The first series of Bonds (“Series 2018 Bonds”) are anticipated to be issued to finance a portion of the Authorized Improvements, including costs to issue the Series 2018 Bonds, as shown in Table IV-A. Proceeds of the Series 2018 Bonds will be used to construct or acquire a portion of the Authorized Improvements. A portion of the remaining costs of Authorized Improvements will be financed through the PID Reimbursement Agreement. A second series of Bonds may, subject to the approval of the City Council and compliance with the applicable provisions in the Trust Indenture relating to the Series 2018 Bonds, be issued in the future; and, to the extent provided by law, the proceeds from the second series Bonds will be used to reimburse certain Actual Costs paid by the Developer under the terms of the PID Reimbursement Agreement and/or to pay any unpaid Actual Costs of the Authorized Improvements required to be paid under the PID Reimbursement Agreement.

Remainder of this page left intentionally blank.

Table IV-A
Estimated Sources and Uses

Sources of Funds	Series 2018 Bonds	PID Reimbursement Agreement	Total
Par amount	\$6,470,000	\$1,030,000	\$7,500,000
Other funding sources	\$0	\$1,997,984	\$1,997,984
Total Sources	\$6,470,000	\$3,027,984	\$9,497,984
Uses of Funds			
<u><i>Authorized Improvements</i></u>			
Road improvements	\$1,618,909	\$1,124,422	\$2,743,331
Water distribution system improvements	\$365,634	\$253,953	\$619,587
Sanitary sewer improvements	\$400,558	\$278,210	\$678,768
Storm drainage improvements	\$1,171,544	\$813,702	\$1,985,246
Other soft and miscellaneous costs	\$802,955	\$557,697	\$1,360,652
Subtotal: Authorized Improvements	\$4,359,600	\$3,027,984	\$7,387,584
<u><i>Estimated Bond Issuance Costs</i></u>			
Capitalized interest	\$776,400	\$0	\$776,400
Reserve fund	\$517,600	\$0	\$517,600
Administrative expenses fund	\$40,000	\$0	\$40,000
Other costs of issuance including underwriter's discount	\$776,400	\$0	\$776,400
Subtotal: Bond Issuance Costs	\$2,110,400	\$0	\$2,110,400
Total Uses	\$6,470,000	\$3,027,984	\$9,497,984

The annual projected costs and annual projected indebtedness is shown by Table IV-B. The annual projected costs and indebtedness is subject to revision and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-B
Annual Projected Costs and Annual Projected Indebtedness

Year	Annual Projected Costs	Annual Projected Indebtedness	Other funding sources
2018	\$9,497,984	\$7,500,000	\$1,997,984
2019	\$0	\$0	\$0
2020	\$0	\$0	\$0
2021	\$0	\$0	\$0
2022	\$0	\$0	\$0
Total	\$9,497,984	\$7,500,000	\$1,997,984

The annual projected costs shown in Table IV-B are the annual expenditures relating to the Authorized Improvements shown in Table III-A, the costs associated with creating the PID and costs of issuing the Series 2018 Bonds, including reserves shown in Table IV-A. The difference between the annual projected cost and the annual projected indebtedness represents an amount funded by the Developer, which may be reimbursed with future bond proceeds to the extent available.

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Section V ASSESSMENT PLAN

A. Introduction

The PID Act requires the City Council to apportion the costs of the Authorized Improvements on the basis of special benefits conferred upon the property because of the Authorized Improvements. The PID Act provides that the costs of the Authorized Improvements may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The proposed bond issuance program anticipates a series of bond financings that are intended to finance the public infrastructure required for the development. This financing may be undertaken in phases to coincide with the private investment and development of the Authorized Improvements.

For purposes of this Service and Assessment Plan, the City Council has determined that the costs of the Authorized Improvement Costs shall be allocated equally on the basis of the number of Lots once such property is developed, and that such method of allocation will result in the imposition of equal shares of the costs of the Authorized Improvements to Parcels similarly benefited.

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within the Assessed Property as a result of the Authorized Improvements, (ii) provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments to be levied on the Assessed Property, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Authorized Improvements to the Assessed Property in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to the Assessed Property similarly benefited. The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

B. Special Benefit

Assessed Property must receive a direct and special benefit from the Authorized Improvements, and this benefit must be equal to or greater than the amount of the Assessments. The Authorized Improvements are provided specifically for the benefit of the Assessed Property. The Authorized Improvements (more particularly described in line-item format in Appendix B to this Service and Assessment Plan) and the costs of issuance and payment of costs incurred in the establishment of the PID shown in Table IV-A are authorized by the PID Act. These Authorized Improvements are provided specifically for the benefit of the Assessed Property.

Each owner of the Assessed Property has acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and has consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. Each of the owners is acting in its interest in consenting to this apportionment and levying of the Assessments because the special benefit conferred upon the Assessed Property by the Authorized Improvements exceeds the amount of the Assessments.

The Authorized Improvements provide a special benefit to the Assessed Property as a result of these improvements being constructed on the Assessed Property or in close proximity to the Assessed Property and the specific purpose of these Authorized Improvements of providing infrastructure for the Assessed Property. In other words, the Assessed Property could not be used in the manner proposed without the construction of the Authorized Improvements. The Authorized Improvements are being provided specifically to meet the needs of the Assessed Property as required for the proposed use of the property.

The Assessments are being levied to provide the Authorized Improvements that are required for the highest and best use of the Assessed Property (i.e., the use of the property that is most valuable, including any costs associated with that use). Highest and best use is defined as “the reasonably probable and legal use of property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.” (*Dictionary of Real Estate Appraisal, Third Edition.*) The Authorized Improvements are required for the proposed use of the Assessed Property to be physically possible, appropriately supported, financially feasible, and maximally productive.

The Developer has evaluated the potential use of the property and has determined that the highest and best use of the property is the use intended and the legal use for the property as described in Section II of this Service and Assessment Plan. The use of the Assessed Property as described herein will require the construction of the Authorized Improvements.

Each owner of the Assessed Property will ratify, confirm, accept, agree to and approve; (i) the determinations and findings by the City Council as to the special benefits described in this Service and Assessment Plan and the Assessment Ordinance; and (ii) the levying of Assessments on the Assessed Property. Use of the Assessed Property as described in this Service and Assessment Plan and as authorized by the PID Act requires that Authorized Improvements be acquired, constructed, installed, and/or improved. Funding the Actual Costs of the Authorized Improvements through the PID has been determined by the City Council to be beneficial to the City and the PID. As a result, the Authorized Improvements result in a special benefit to the Assessed Property, and this special benefit exceeds the amount of the Assessment. This conclusion is based on and supported by the evidence, information, and testimony provided to the City Council.

In summary, the Authorized Improvements result in a special benefit to the Assessed Property for the following reasons:

1. The Authorized Improvements are being provided specifically for the use of the Assessed Property, are necessary for the proposed best use of the property and provide a special benefit to the Assessed Property;
2. The Developer has consented to the imposition of the Assessments for the purpose of

providing the Authorized Improvements and the Developer is acting in its interest by consenting to the imposition of the Assessments;

3. The Authorized Improvements are required for the highest and best use of the property;
4. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);
5. Financing of the costs of the Authorized Improvement through the PID is determined to be beneficial; and,
6. As a result, the special benefits to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

C. Assessment Methodology

The Actual Costs may be assessed by the City Council against the Assessed Property so long as the special benefit conferred upon the Assessed Property by the Authorized Improvements equals or exceeds the Assessments. The Actual Costs may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited.

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Authorized Improvements shall be allocated to the Assessed Property by spreading the entire Assessment across the Parcels based on the estimated number of units.

Based on the Actual Costs of the Authorized Improvements provided by the Developer, as set forth in Table III-A, the City Council has determined that the benefit to the Assessed Property is equal to or greater than the Assessments to be levied on the Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to the Parcel will then be apportioned pro rata based on the number of units on each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the number of units applicable at the time residential Lots are platted to the total number of units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. The result of this approach is that each final residential Lot within a recorded subdivision plat with similar values will have the same Assessment.

As shown in Section IV of this Service and Assessment Plan, the total amount of the Series 2018 Bonds and the PID Reimbursement Agreement, which represents the total Assessment to be allocated on all Parcels within the PID, is \$7,500,000. There are a total of 261 estimated residential units for the residential development within the PID, resulting in a Maximum Assessment per Unit of \$28,735.63 ($\$7,500,000 \div 261 = \$28,735.63$).

Type	Planned No. of Units	Maximum Assessment per Unit	Total Assessments
40 Ft Lots	261	\$28,735.63 per dwelling unit	\$7,500,000
Total	261		\$7,500,000

The Assessment and Annual Installments for each Parcel or Lot located within the PID is shown on the Assessment Roll, attached as Appendix D, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

D. Assessments

The Assessments will be levied on each Parcel according to the Assessment Roll, attached hereto as Appendix D. The Annual Installments of the Assessments will be collected at the time and in the amounts shown on the Assessment Roll, respectively, subject to any revisions made during an Annual Service Plan Update.

E. Administrative Expenses

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of Assessment levied against the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

F. Prepayment and Delinquency Reserve

Pursuant to the PID Act, the interest rate for Assessments may exceed the actual interest rate per annum paid on the related Bonds by no more than one half of one percent (0.50%) (the “Additional Interest”). The interest rate used to determine the Assessments is one half of one percent (0.50%) per annum higher than the actual rate paid on the Bonds, with the 0.5% Additional Interest component of the Annual Installments allocated to fund a reserve to be used for paying prepayment and delinquency related costs (the “Prepayment and Delinquency Reserve”). The Prepayment and Delinquency Reserve shall be funded until it reaches 5.50% of the outstanding Bonds as stipulated in the Bond documents. Once the Prepayment and Delinquency Reserve is funded in full, the City may allocate the Additional Interest component of the Annual Installments to pay for Administrative Expenses, improvement costs, any other use that benefits the Assessed Property or redeem Bonds and reduce the Assessments, as determined by the City Council.

G. TIRZ Annual Credit Amount

Pursuant to the TIRZ Ordinance, the City has agreed to use TIRZ Revenues generated from each Parcel to offset a portion of such Parcel’s Annual Installments (the “TIRZ Annual Credit Amount”). The Annual Installment for each Parcel shall be calculated by taking into consideration any TIRZ Annual Credit Amount applicable to the Parcel then on deposit in the TIRZ No. 9 tax increment fund. The TIRZ Annual Credit Amount applicable to each Parcel shall be calculated as described under Section VI.A. of this Service and Assessment Plan.

Section VI TERMS OF THE ASSESSMENTS

A. Amount of Assessments and Annual Installments for Parcels Located Within the PID

The Assessments, and Annual Installments thereof, for each Parcel of Assessed Property is shown on the Assessment Roll, attached as Appendix D, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay (i) principal and interest on the Series 2018 Bonds and the PID Reimbursement Agreement, (ii) to fund the Prepayment and Delinquency Reserve described in Section V, and (iii) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest and TIRZ Annual Credit Amount applicable to the Parcel. The TIRZ Annual Credit Amount shall be calculated separately for each Parcel and such TIRZ Annual Credit Amount shall be applied on a Parcel-by-Parcel basis. As described in Section V.G., the TIRZ Revenues attributable to each Parcel of Assessed Property collected in any given year shall be used to calculate each Parcel's TIRZ Annual Credit Amount for such Parcel in the following year (i.e., TIRZ Revenues collected in 2018 shall be used to calculate the TIRZ Annual Credit Amount applicable to Annual Installments to be collected in 2019). TIRZ Annual Credit Amounts shall be calculated for those Parcels that are subject to Assessments in the PID. The Equivalent Units to be used for the calculation of the TIRZ Annual Credit Amount, if applicable, shall be determined by the Administrator based on the information available to the Administrator at the time of such calculations.

B. Reallocation of Assessments

1. Subdivision

Upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be reallocated among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

- A = the Assessment for each new subdivided Parcel
- B = the Assessment for the Parcel prior to subdivision
- C = the estimated number of units to be built on each new subdivided Parcel
- D = the sum of the estimated number of units to be built on all of the new subdivided Parcels

The calculation of the estimated number of units to be built on a Parcel shall be performed by the Administrator and confirmed by the City Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

The sum of the Assessments for all newly subdivided Parcels shall equal the Assessment for the Parcel prior to subdivision. The calculation shall be made separately for each newly subdivided Parcel. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may

not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels.

Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

2. Consolidation

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to consolidation. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

C. Mandatory Prepayment of Assessments

1. If a Parcel subject to Assessments is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel subject to Assessments to become Non-Benefited Property, the owner of such Parcel shall pay to the City the full amount of the principal portion of the Assessment on such Parcel, plus all Prepayment Costs, prior to any such transfer or act.
2. If at any time the Assessment per Unit on a Parcel exceeds the Maximum Assessment per Unit calculated in this Service and Assessment Plan as a result of any changes in land use, subdivision, consolidation or reallocation of the Assessment authorized by this Service and Assessment Plan and initiated by the owner of the Parcel, then such owner shall pay to the City prior to the recordation of the document subdividing the Parcel the amount calculated by the Administrator by which the Assessment per Unit for the Parcel exceeds the Maximum Assessment per Unit calculated in this Service and Assessment Plan.
3. The payments required above shall be treated the same as any Assessment that is due and owing under the PID Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the PID Act.

D. Reduction of Assessments

1. If, after all Authorized Improvements to be funded with a series of Bonds have been completed and Actual Costs for such Authorized Improvements are less than the Authorized Improvement Costs used to calculate the Assessments securing such series of Bonds, resulting in excess Bond proceeds being available to redeem Bonds of such series, then the Assessment securing such series of Bonds for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the reduced Actual Costs and such excess Bond proceeds shall applied to redeem Bonds of such series. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better

reflect the benefit received by the Parcels from the Authorized Improvements completed.

2. If after all Authorized Improvements to be funded with a series of Bonds have been completed and a portion of the Bonds have been redeemed using the TIRZ Annual Credit Amounts or other funds available to the City, then the Assessment securing such series of Bonds for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the remaining outstanding amount(s) of the Bonds after such redemptions. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds.

3. If all the Authorized Improvements are not undertaken, resulting in excess Bond proceeds being available to redeem Bonds, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the City Council to reflect only the amounts required to repay the Bonds, including interest on the Bonds and Administrative Expenses, and such excess Bond proceeds shall be applied to redeem Bonds. The City Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on Equivalent Units, if determined by the City Council to be the most fair and practical means of reducing the Assessments for each Parcel, such that the sum of the resulting reduced Assessments equals the amount required to repay the Bonds, including interest on the Bonds and Collection Costs. The principal portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced Principal Portion of the Bonds is equal to the outstanding principal amount of the Bonds.

E. Payment of Assessments

1. Payment in Full

- (a) The Assessment for any Parcel may be paid in full at any time. Such payment shall include all Prepayment Costs. If prepayment in full will result in redemption of Bonds, the payment amount shall be reduced by the amount, if any, of interest through the date of redemption of Bonds and reserve funds applied to the redemption under the Trust Indenture, net of any other costs applicable to the redemption of such Bonds.
- (b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount.
- (c) Upon payment in full of the Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the Trust Indenture; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate.
- (d) At the option of the owner, the Assessment on any Parcel plus Prepayment Costs may be paid in part in an amount sufficient to allow for an appropriate redemption of Bonds as determined by the Administrator. Upon the payment of such amounts for a Parcel, the Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to

the extent the partial payment is made.

2. Payment in Annual Installments

The PID Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the PID Act authorizes the Assessment to be paid in installments and additionally allows the City to collect interest, administrative expenses and other authorized charges in installments. An Assessment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown on the Assessment Roll, as updated as provided for herein, which include interest, Administrative Expenses, and payments required for the Prepayment Reserve and Delinquency Reserve. Payment of the Annual Installments shall commence with tax bills mailed after the levy of the Assessments.

Each Assessment shall be paid with interest of no more than the lesser of (i) the actual interest rate paid on the Bonds, or (ii) 9% per annum. The Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an estimated interest rate of 6.25%, and an additional interest at the rate of 0.5% for Prepayment and Delinquency Reserve. Interest on the PID Reimbursement Agreement shall be paid based on an estimated interest rate of █% per annum for years 1 through 5 and █% per annum following the fifth Annual Installment in accordance with the PID Reimbursement Agreement. Each Assessment shall be paid at a rate not to exceed five hundred basis points above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the establishment of the Assessments and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the City is the Bond Buyer Index for which the highest average rate during █ 2018 was █%. The City has determined that the Assessments shall bear interest at the interest rate of █% per annum for years 1 through 5 and █% per annum following the fifth Annual Installment, which rates are equal to or less than the initial maximum allowable rate of interest of █% for years 1 through 5 and equal to the maximum allowable rate of interest following the fifth Annual Installment, which would be █%. Furthermore, the Annual Installments may not exceed the amounts shown on the Assessment Rolls. The Assessment Roll, shown as Appendix D, will be updated with the actual interest rates on the Series 2018 Bonds and the applicable rates for the PID Reimbursement Agreement.

The Annual Installments shall be reduced to equal the actual costs of repaying the obligations and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

The City reserves and shall have the right and option to refund the Bonds in accordance with Section 372.027 of the PID Act, Chapter 1207 of the Texas Government Code or any other applicable authority provided by the laws of the State of Texas. In the event of such refunding, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installments so that total Annual Installments of Assessments will be produced in annual amounts that are required to pay the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute Bonds for purposes of this Service and Assessment Plan.

F. Collection of Annual Installments

No less frequently than annually, the Administrator shall prepare, and the City Council shall approve, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Each Annual Installment shall be reduced by any credits applied under the applicable Trust Indenture, including capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, and including any existing deposits to a prepayment reserve. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City. The City Council may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the Act.

Any sale of Assessed Property for nonpayment of the Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments against such Assessed Property and such Assessed Property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such Assessed Property as they become due and payable.

Section VII THE ASSESSMENT ROLL

A. Assessment Roll

Assessed Property will be assessed for the special benefits conferred upon such property as a result of the Authorized Improvements. Table IV-A summarizes the \$9,497,984 in special benefit received by the Assessed Property from the Authorized Improvements, costs associated with the PID formation, and costs related to the issuance of the Series 2018 Bonds. The total par amount of Series 2018 Bonds and the PID Reimbursement Agreement is \$7,500,000 which is less than the benefit received by the Assessed Property, and as such the total Assessment for all Assessed Property within the PID is \$7,500,000 plus annual Administrative Expenses, the additional interest for Prepayment and Delinquency Reserve and Delinquent Collection Costs, if any. The Assessment for each Parcel of Assessed Property within the PID is calculated based on the Assessment methodologies described in Section V.C. of this Service and Assessment Plan. The Assessment Roll is attached hereto as Appendix D.

C. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Assessment Roll in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the City and permitted by the PID Act: (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan and in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI.F. of this Service and Assessment Plan. The Assessment Roll shall be updated, which update may be done in the next Annual Service Plan Update, to reflect the issuance of additional Bonds, if any.

Section VIII MISCELLANEOUS PROVISIONS

A. Administrative Review

The City may elect to designate a third party to serve as Administrator. The City shall notify Developer in writing at least thirty (30) days in advance before appointing a third party Administrator.

To the extent consistent with the PID Act, an owner of an Assessed Parcel claiming that a calculation error has been made in the Assessment Roll(s), including the calculation of the Annual Installment, shall send a written notice describing the error to the City not later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Parcel owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Parcel owner, such change or modification shall be presented to the City Council for approval to the extent permitted by the PID Act or other applicable laws. A cash refund may not be made for any amount previously paid by the Assessed Parcel owner (except for the final year during which the Annual Installment shall be collected or if it is determined there are sufficient funds to meet the expenses of the PID for the current year), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to the City Council. Any amendments made to the Assessment Roll(s) pursuant to calculation errors shall be made pursuant to the PID Act.

The decision of the Administrator, or if such decision is appealed to the City Council, the decision of the City Council shall be conclusive as long as there is a reasonable basis for such determination. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to any other appeal or legal action by such owner.

B. Termination of Assessments

Each Assessment shall be extinguished on the date the Assessment is paid in full, including unpaid Annual Installments, Prepayment Costs and Delinquent Collection Costs, if any. After the extinguishment of an Assessment and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the owner of the affected Parcel a recordable "Notice of the PID Assessment Termination".

C. Amendments

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

To the extent permitted by the PID Act, the City Council reserves the right to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of

Parcels: (i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, Collection Costs, and other charges imposed by the Service and Assessment Plan, and (iv) as may be required by the Attorney General of Texas in connection with the issuance of any series of Bonds.

D. Administration and Interpretation of Provisions

The City Council shall administer the PID, this Service and Assessment Plan, and all Annual Service Plan Updates consistent with the PID Act, and shall make all interpretations and determinations related to the application of this Service and Assessment Plan unless stated otherwise herein or in the Trust Indenture; such interpretations and determinations shall be conclusive.

E. Severability

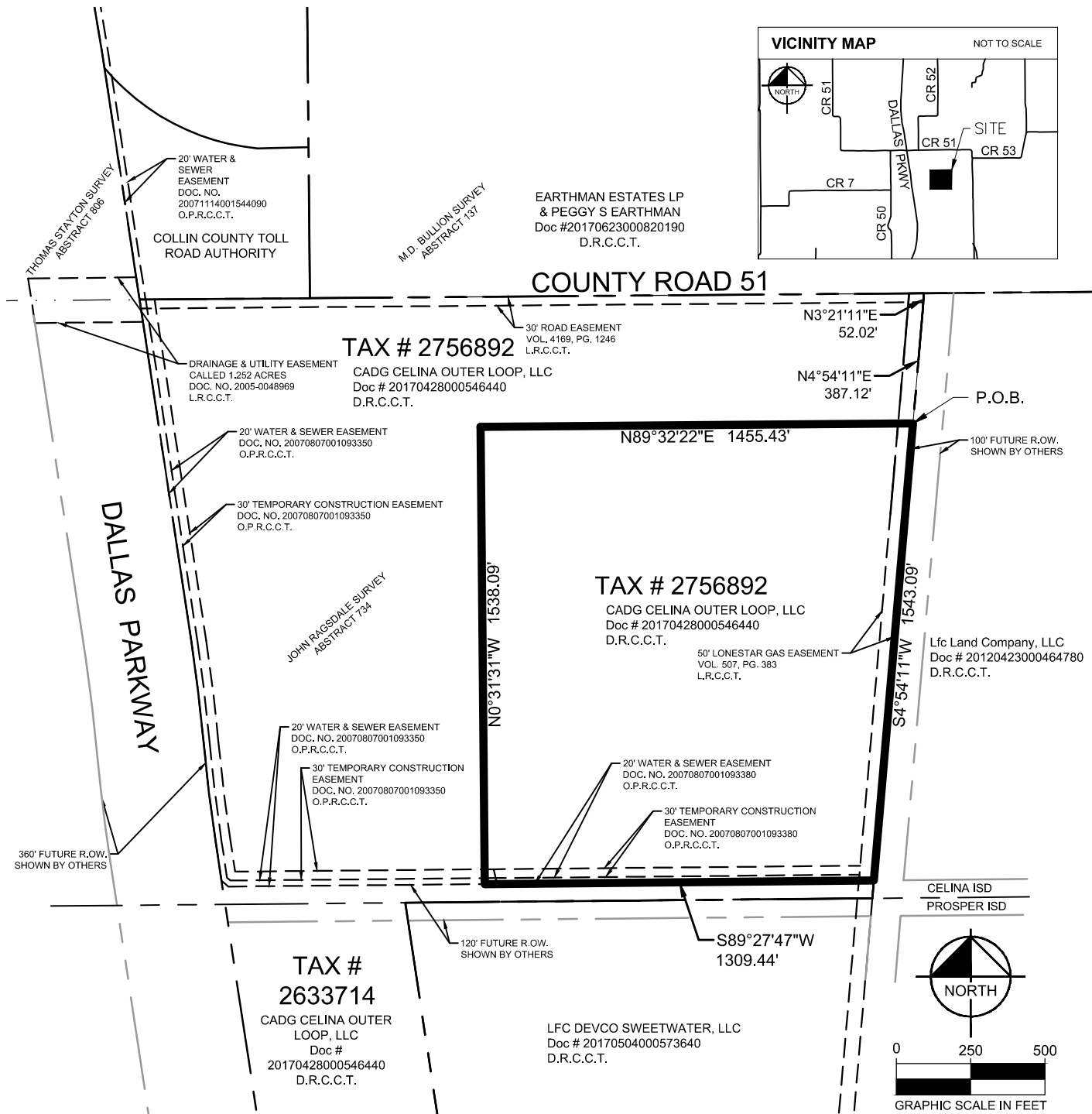
If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan or the application of same to an Assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service and Assessment Plan or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Service and Assessment Plan that no part hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this Service and Assessment Plan are declared to be severable for that purpose.

If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

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Appendix A

THE PID MAP



**THE COLUMNS PUBLIC
 IMPROVEMENT DISTRICT
 COLLIN CAD TAX PARCEL EXHIBIT**

**JOHN RAGSDALE SURVEY,
 ABSTRACT NO. 734
 CITY OF CELINA
 COLLIN COUNTY, TEXAS**

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.

LEGEND

P.O.B. = POINT OF BEGINNING
 D.R.C.C.T. = DEED RECORDS OF COLLIN COUNTY, TEXAS
 O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS

Kimley»Horn

5750 Genesis Court, Suite 200
 Frisco, Texas 75034 FIRM # 10193822 Tel. No. (972) 335-3580
 Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 500'	SEP	KHA	Sept. 28, 2017	064040007	2 OF 2

Appendix B
AUTHORIZED IMPROVEMENT COSTS



POD COST SUMMARY - CITY OF CELINA
PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY
THE COLUMNS PUBLIC IMPROVEMENT DISTRICT - CITY OF CELINA
FEBRUARY 19, 2018

DIVISION / PHASE / COST TYPE SUMMARY - CITY OF CELINA IMPROVEMENTS

DIVISION	DIRECT PUBLIC						MASTER PUBLIC						PRIVATE						
	1	2	3	4	5	TOTAL	1	2	3	4	5	TOTAL	1	2	3	4	5	TOTAL	TOTAL
CLEARING & EXCAVATION	\$155,756	\$0	\$0	\$0	\$0	\$155,756	\$58,935	\$0	\$0	\$0	\$0	\$58,935	\$864,835	\$0	\$0	\$0	\$0	\$864,835	\$1,079,526
WATER	\$596,159	\$0	\$0	\$0	\$0	\$596,159	\$23,427	\$0	\$0	\$0	\$0	\$23,427	\$0	\$0	\$0	\$0	\$0	\$0	\$619,587
SEWER	\$532,001	\$0	\$0	\$0	\$0	\$532,001	\$146,767	\$0	\$0	\$0	\$0	\$146,767	\$0	\$0	\$0	\$0	\$0	\$0	\$678,768
STORM SEWER	\$1,329,600	\$0	\$0	\$0	\$0	\$1,329,600	\$575,315	\$0	\$0	\$0	\$0	\$575,315	\$0	\$0	\$0	\$0	\$0	\$0	\$1,904,915
PAVEMENT	\$1,898,687	\$0	\$0	\$0	\$0	\$1,898,687	\$629,953	\$0	\$0	\$0	\$0	\$629,953	\$0	\$0	\$0	\$0	\$0	\$0	\$2,528,640
RETAINING WALLS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
EROSION CONTROL	\$46,279	\$0	\$0	\$0	\$0	\$46,279	\$34,052	\$0	\$0	\$0	\$0	\$34,052	\$91,560	\$0	\$0	\$0	\$0	\$91,560	\$171,891
AMENITIES, LANDSCAPE, & SCREENING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$884,700	\$0	\$0	\$0	\$0	\$884,700	\$884,700
FRANCHISE UTILITIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$313,200	\$0	\$0	\$0	\$0	\$313,200	\$313,200
MISCELLANEOUS & OTHER	\$296,847	\$0	\$0	\$0	\$0	\$296,847	\$29,000	\$0	\$0	\$0	\$0	\$29,000	\$77,250	\$0	\$0	\$0	\$0	\$77,250	\$403,097
SUB-TOTAL	\$4,855,330	\$0	\$0	\$0	\$0	\$4,855,330	\$1,833,449	\$0	\$0	\$0	\$0	\$1,833,449	\$2,231,545	\$0	\$0	\$0	\$0	\$2,231,545	\$8,920,324
SURVEY, PLATTING, ENG., LA, PERMITTING, & STAKING (10%)	\$485,533	\$0	\$0	\$0	\$0	\$485,533	\$149,745	\$0	\$0	\$0	\$0	\$149,745	\$223,155	\$0	\$0	\$0	\$0	\$223,155	\$858,432
CONSTRUCTION MANAGEMENT (1%)	\$48,553	\$0	\$0	\$0	\$0	\$48,553	\$14,974	\$0	\$0	\$0	\$0	\$14,974	\$22,315	\$0	\$0	\$0	\$0	\$22,315	\$85,843
SUB-TOTAL	\$5,389,416	\$0	\$0	\$0	\$0	\$5,389,416	\$1,998,168	\$0	\$0	\$0	\$0	\$1,998,168	\$2,477,015	\$0	\$0	\$0	\$0	\$2,477,015	\$9,864,599
TOTAL	\$5,389,416	\$0	\$0	\$0	\$0	\$5,389,416	\$1,998,168	\$0	\$0	\$0	\$0	\$1,998,168	\$2,477,015	\$0	\$0	\$0	\$0	\$2,477,015	\$9,864,599

PHASE TOTAL SUMMARY - CITY OF CELINA IMPROVEMENTS

COST TYPE	1	2	3	4	5	TOTAL
DIRECT PUBLIC	\$5,389,416	\$0	\$0	\$0	\$0	\$5,389,416
MASTER PUBLIC	\$1,998,168	\$0	\$0	\$0	\$0	\$1,998,168
PRIVATE	\$2,477,015	\$0	\$0	\$0	\$0	\$2,477,015
TOTAL	\$9,864,599	\$0	\$0	\$0	\$0	\$9,864,599

OPC NOTES:

WATER

- 12" Waterline along Light Farms way is included within the Public - Master Division of the OPC.
- OPC assumes existing 18" water main along Punk Carter Blvd per City of Celina Water Distribution Master Plan.
- Water Impact Fees are not included in the OPC (by builder at building permit).

SEWER

- OPC assumes that all sewer from the residential development will be gravity and connect to a stub provided by the Light Farms Development. Upsize costs for this sewer line are included within the Public - Master Division of the OPC.
- OPC assumes that existing systems have capacity for this development.
- Wastewater Impact Fees are not included within this OPC (by builder at building permit).

STORM SEWER

- OPC assumes that the open space provided is sufficient for detention. Preliminary drainage analysis is required to confirm. If open space provided is not sufficient then the land plan will have to be revised in order to provided adequate space.
- OPC assumes that the open space provided for detention will also be used for site amenities.

CLEARING & GRADING

- Excavation assumes 1.7' across the site for the Public - Direct and Private Divisions of the OPC and 2.0' for the Public - Master Division of the OPC.
- Soil remediation, such as moisture conditioning and poly cover, is assumed, based a Preliminary Geotechnical Exploration by Alpha Testing, Alpha Report No. W170372. Final soil remediation should be determined by a comprehensive Final Geotechnical report.
- OPC assumes that grading within the adjacent tracts will be allowed to eliminate any property line walls and additional drainage systems.
- Offsite grading and drainage easements may be required.

STREET PAVEMENT

- Internal street pavement is based on the current City requirements of 6" concrete pavement over 6" treated subgrade for residential and alley streets.
- Subgrade preparation assumes treatment of 8% lime for depth indicated in the OPC. Assumptions should be verified by a Geotechnical Engineer.
- Major roadway improvements for Punk Carter Blvd and Light Farms Way are included within the Public - Master Division of the OPC.
- Roadway Impact Fees are not included within this OPC.

MISCELLANEOUS ITEMS AND FEES

- Street lights are based on a maximum spacing of 600 feet. These are assumed to be provided by the electric franchise provider at no charge.
- Off-site gas infrastructure is included and assumed at \$300 per lot and assumes facilities are available to serve this development within this budget. This budget is located within the Private Division of the OPC.
- On-site gas and electric cost is assumed and should be confirmed. This budget is located within the Private Division of the OPC.
- Fiber cost is assumed and should be confirmed. This budget is located within the Private Division of the OPC.

SCREENING - LANDSCAPING - SIDEWALKS

- OPC assumes that the screening wall between the commercial tract and residential tract and the multi-family and residential tract will be constructed with the development of the commercial tract and multi-family tract. This assumes builder fence would be installed on the residential lots backing to the alley between the commercial tract and multi-family tract.
- Sidewalks to be provided by the developer is based on the current city requirement of 5' within the development and 6' along arterials.
- Cost of discretionary entry feature and open space improvements is assumed. This budget is located within the Private Division of the OPC.

RETAINING WALLS

- Retaining wall allowance is assumed (no preliminary design performed). This budget is located within the Private Division of the OPC.

GENERAL NOTES

- Permit fees, impact fees, assessments, pro-rata fees, reimbursements, credits, etc. are not included unless specifically listed.
- Legal, marketing, financing, closing costs, cost of sales, HOA funding, overhead, maintenance, insurance, etc. are not included.
- Construction administration and development management is not included.
- OPC assumes that there are no USACE jurisdictional impacts and that permitting and mitigation is not required. Based on aerial photography there doesn't appear to be any potentially jurisdictional features within the portion of the tract covered by this OPC.
- Tree mitigation fee is not assumed. Based on aerial photography, there doesn't appear to be any existing trees within the portion of the tract covered by this OPC.
- Unit prices for the OPC are based on recent bid forms for similar projects.
- OPC is based on a specific land plan for 261 total lots dated June 2017.
- There are no known franchise utility conflicts at the connections to Punk Carter Blvd., therefore, no budget is assumed or included in this OPC.
- The borings drilled for the preliminary Geotech Report within this tract did not show rock, therefore, no assumption was made for rock excavation.
- OPC assumes the earthwork balances on-site without any import or export required.
- Questions regarding this OPC should be directed to Kimley-Horn and Associates, Thomas Fletcher, P.E., (972) 731-2186.



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE COLUMNS PUBLIC IMPROVEMENT - CELINA TRACT
DIRECT PUBLIC IMPROVEMENTS - CITY OF CELINA
 FEBRUARY 19, 2018

PROJECT NAME:	The Columns - Direct Public Improvements	CREATED BY:	TLF		NO. OF LOTS:	1	2	3	4	5	TOTAL
CITY:	City of Celina, Collin County, Texas	CHECKED BY:	TLF		GROSS AC.	261	0	0	0	0	261
JOB NUMBER:		REVISED BY:			NET AC.	54.4	0	0	0	0	54.4
						48.8	0	0	0	0	48.8

A. CLEARING & EXCAVATION

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		4		5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
CLEARING / GRUBBING	AC	\$800.00	13.8	\$11,040	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	13.8	\$11,040
STREET / ROW EXCAVATION	CY	\$2.20	33,396	\$73,471	0	\$0	0	\$0	0	\$0	0	\$0	33,396	\$73,471
STREET / ROW EXCAVATION (IMPORT)	CY	\$8.00	8,906	\$71,245	0	\$0	0	\$0	0	\$0	0	\$0	8,906	\$71,245
TOTAL CLEARING & EXCAVATION				\$155,756		\$0		\$0		\$0		\$0		\$155,756

B. WATER

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		4		5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
8" P.V.C. WATERLINE	LF	\$25.00	9,045	\$226,125	0	\$0	0	\$0	0	\$0	0	\$0	9,045	\$226,125
8" GATE VALVE & BOX	EA	\$1,250.00	32	\$40,000	0	\$0	0	\$0	0	\$0	0	\$0	32	\$40,000
1" WATER SERVICE	EA	\$800.00	261	\$208,800	0	\$0	0	\$0	0	\$0	0	\$0	261	\$208,800
FIRE HYDRANT ASSEMBLY	EA	\$4,100.00	20	\$82,000	0	\$0	0	\$0	0	\$0	0	\$0	20	\$82,000
CONNECT TO EXISTING 12" LINE	EA	\$3,500.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
CONNECT TO EXISTING 18" LINE	EA	\$5,500.00	2	\$11,000	0	\$0	0	\$0	0	\$0	0	\$0	2	\$11,000
4" PVC SLEEVES	LF	\$15.00	500	\$7,500	0	\$0	0	\$0	0	\$0	0	\$0	500	\$7,500
TRENCH SAFETY	LF	\$0.50	9,045	\$4,523	0	\$0	0	\$0	0	\$0	0	\$0	9,045	\$4,523
TESTING (EXCLUDING GEOTECH)	LF	\$0.50	9,045	\$4,523	0	\$0	0	\$0	0	\$0	0	\$0	9,045	\$4,523
BONDS	%	2.00%	\$584,470	\$11,689	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$584,470	\$11,689
TOTAL WATER				\$596,159		\$0		\$0		\$0		\$0		\$596,159



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE COLUMNS PUBLIC IMPROVEMENT - CELINA TRACT
DIRECT PUBLIC IMPROVEMENTS - CITY OF CELINA
 FEBRUARY 19, 2018

						1	2	3	4	5	TOTAL
PROJECT NAME:	The Columns - Direct Public Improvements	CREATED BY:	TLF		NO. OF LOTS:	261	0	0	0	0	261
CITY:	City of Celina, Collin County, Texas	CHECKED BY:	TLF		GROSS AC.	54.4	0	0	0	0	54.4
JOB NUMBER:		REVISED BY:			NET AC.	48.8	0	0	0	0	48.8

C. SEWER														
DESCRIPTION	UNIT	UNIT PRICE	1		2		3		4		5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
8" SDR-35 P.V.C. SEWERLINE	LF	\$28.00	6,984	\$195,552	0	\$0	0	\$0	0	\$0	0	\$0	6,984	\$195,552
10" SDR-35 P.V.C. SEWERLINE	LF	\$42.00	414	\$17,388	0	\$0	0	\$0	0	\$0	0	\$0	414	\$17,388
15" SDR-26 P.V.C. SEWERLINE	LF	\$68.00	712	\$48,416	0	\$0	0	\$0	0	\$0	0	\$0	712	\$48,416
8" PLUG	EA	\$500.00	1	\$500	0	\$0	0	\$0	0	\$0	0	\$0	1	\$500
4' DIAMETER MANHOLE (ALL DEPTHS)	EA	\$3,500.00	17	\$59,500	0	\$0	0	\$0	0	\$0	0	\$0	17	\$59,500
5' DIAMETER MANHOLE (ALL DEPTHS)	EA	\$5,500.00	4	\$22,000	0	\$0	0	\$0	0	\$0	0	\$0	4	\$22,000
CONCRETE ENCASEMENT	LF	\$35.00	140	\$4,900	0	\$0	0	\$0	0	\$0	0	\$0	140	\$4,900
4" SERVICE	EA	\$600.00	261	\$156,600	0	\$0	0	\$0	0	\$0	0	\$0	261	\$156,600
CONNECT TO EXISTING MAIN	EA	\$1,000.00	1	\$1,000	0	\$0	0	\$0	0	\$0	0	\$0	1	\$1,000
TRENCH SAFETY	LF	\$1.00	6,984	\$6,984	0	\$0	0	\$0	0	\$0	0	\$0	6,984	\$6,984
TESTING (EXCLUDING GEOTECH)	LF	\$1.25	6,984	\$8,730	0	\$0	0	\$0	0	\$0	0	\$0	6,984	\$8,730
BONDS	%	2.00%	\$521,570	\$10,431	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$521,570	\$10,431
TOTAL SEWER			\$532,001		\$0		\$0		\$0		\$0		\$532,001	



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE COLUMNS PUBLIC IMPROVEMENT - CELINA TRACT
DIRECT PUBLIC IMPROVEMENTS - CITY OF CELINA
 FEBRUARY 19, 2018

						1	2	3	4	5	TOTAL
PROJECT NAME:	The Columns - Direct Public Improvements	CREATED BY:	TLF		NO. OF LOTS:	261	0	0	0	0	261
CITY:	City of Celina, Collin County, Texas	CHECKED BY:	TLF		GROSS AC.	54.4	0	0	0	0	54.4
JOB NUMBER:		REVISED BY:			NET AC.	48.8	0	0	0	0	48.8

D. STORM SEWER														
DESCRIPTION	UNIT	UNIT PRICE	1		2		3		4		5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
18" RCP	LF	\$55.00	3,623	\$199,265	0	\$0	0	\$0	0	\$0	0	\$0	3,623	\$199,265
21" RCP	LF	\$65.00	890	\$57,850	0	\$0	0	\$0	0	\$0	0	\$0	890	\$57,850
24" RCP	LF	\$72.00	536	\$38,592	0	\$0	0	\$0	0	\$0	0	\$0	536	\$38,592
27" RCP	LF	\$80.00	363	\$29,040	0	\$0	0	\$0	0	\$0	0	\$0	363	\$29,040
30" RCP	LF	\$90.00	946	\$85,140	0	\$0	0	\$0	0	\$0	0	\$0	946	\$85,140
36" RCP	LF	\$120.00	1,393	\$167,160	0	\$0	0	\$0	0	\$0	0	\$0	1,393	\$167,160
42" RCP	LF	\$155.00	238	\$36,890	0	\$0	0	\$0	0	\$0	0	\$0	238	\$36,890
48" RCP	LF	\$180.00	278	\$50,040	0	\$0	0	\$0	0	\$0	0	\$0	278	\$50,040
4'X4' RCB	LF	\$195.00	281	\$54,795	0	\$0	0	\$0	0	\$0	0	\$0	281	\$54,795
5'X4' RCB	LF	\$240.00	460	\$110,400	0	\$0	0	\$0	0	\$0	0	\$0	460	\$110,400
7'X4' RCB	LF	\$380.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
8'X4' RCB	LF	\$410.00	222	\$91,020	0	\$0	0	\$0	0	\$0	0	\$0	222	\$91,020
CURB INLET (ALL SIZES)	EA	\$3,500.00	55	\$192,500	0	\$0	0	\$0	0	\$0	0	\$0	55	\$192,500
2'X2' WYE INLET	EA	\$2,500.00	1	\$2,500	0	\$0	0	\$0	0	\$0	0	\$0	1	\$2,500
3'X3' WYE INLET	EA	\$3,300.00	1	\$3,300	0	\$0	0	\$0	0	\$0	0	\$0	1	\$3,300
5'X5' JUNCTION BOX	EA	\$5,000.00	15	\$75,000	0	\$0	0	\$0	0	\$0	0	\$0	15	\$75,000
18" HEADWALL	EA	\$1,500.00	2	\$3,000	0	\$0	0	\$0	0	\$0	0	\$0	2	\$3,000
30" HEADWALL	EA	\$1,500.00	2	\$3,000	0	\$0	0	\$0	0	\$0	0	\$0	2	\$3,000
36" HEADWALL	EA	\$1,500.00	2	\$3,000	0	\$0	0	\$0	0	\$0	0	\$0	2	\$3,000
5'X4' HEADWALL	EA	\$5,500.00	1	\$5,500	0	\$0	0	\$0	0	\$0	0	\$0	1	\$5,500
12" GROUTED ROCK RIP RAP	SY	\$75.00	315	\$23,625	0	\$0	0	\$0	0	\$0	0	\$0	315	\$23,625
CONVERT SEDIMENTATION BASIN TO DETENTION POND	LS	VARIES	1	\$50,000	0	\$0	0	\$0	0	\$0	0	\$0	1	\$50,000
GRADE TO DRAIN	CY	\$3.50	2,400	\$8,400	0	\$0	0	\$0	0	\$0	0	\$0	2,400	\$8,400
TRENCH SAFETY	LF	\$0.50	9,008	\$4,504	0	\$0	0	\$0	0	\$0	0	\$0	9,008	\$4,504
TESTING (TV)	LF	\$1.00	9,008	\$9,008	0	\$0	0	\$0	0	\$0	0	\$0	9,008	\$9,008
BONDS	%	2.00%	\$1,303,529	\$26,071	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,303,529	\$26,071
TOTAL STORM SEWER			\$1,329,600		\$0		\$0		\$0		\$0		\$1,329,600	



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE COLUMNS PUBLIC IMPROVEMENT - CELINA TRACT
DIRECT PUBLIC IMPROVEMENTS - CITY OF CELINA
 FEBRUARY 19, 2018

PROJECT NAME:	The Columns - Direct Public Improvements	CREATED BY:	TLF		NO. OF LOTS:	261	2	3	4	5	TOTAL
CITY:	City of Celina, Collin County, Texas	CHECKED BY:	TLF		GROSS AC.	54.4	0	0	0	0	54.4
JOB NUMBER:		REVISED BY:			NET AC.	48.8	0	0	0	0	48.8

E. PAVEMENT														
DESCRIPTION	UNIT	UNIT PRICE	1		2		3		4		5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
6" REINF. CONCRETE STREET PAVEMENT	SY	\$33.00	28,310	\$934,230	0	\$0	0	\$0	0	\$0	0	\$0	28,310	\$934,230
6" REINF. CONCRETE ALLEY PAVEMENT	SY	\$37.50	15,074	\$565,275	0	\$0	0	\$0	0	\$0	0	\$0	15,074	\$565,275
6" LIME STABILIZED SUBGRADE PREPARATION	SY	\$3.00	47,722	\$143,167	0	\$0	0	\$0	0	\$0	0	\$0	47,722	\$143,167
HYDRATED LIME FOR STREET (36#/SY)	TON	\$165.00	859	\$141,736	0	\$0	0	\$0	0	\$0	0	\$0	859	\$141,736
PAVEMENT HEADER	LF	\$15.00	210	\$3,150	0	\$0	0	\$0	0	\$0	0	\$0	210	\$3,150
BARRIER FREE PEDESTRIAN RAMP	EA	\$1,250.00	36	\$45,000	0	\$0	0	\$0	0	\$0	0	\$0	36	\$45,000
STREET SIGN	EA	\$500.00	16	\$8,000	0	\$0	0	\$0	0	\$0	0	\$0	16	\$8,000
STOP SIGN	EA	\$150.00	11	\$1,650	0	\$0	0	\$0	0	\$0	0	\$0	11	\$1,650
4" PVC SLEEVES	LF	\$15.00	1,050	\$15,750	0	\$0	0	\$0	0	\$0	0	\$0	1,050	\$15,750
TRAFFIC CONTROL	LS	\$3,500.00	1	\$3,500	0	\$0	0	\$0	0	\$0	0	\$0	1	\$3,500
BONDS	%	2.00%	\$1,861,458	\$37,229	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,861,458	\$37,229
TOTAL PAVEMENT			\$1,898,687		\$0		\$0		\$0		\$0		\$1,898,687	

F. EROSION CONTROL														
DESCRIPTION	UNIT	UNIT PRICE	1		2		3		4		5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
INLET PROTECTION	EA	\$175.00	57	\$9,975	0	\$0	0	\$0	0	\$0	0	\$0	57	\$9,975
CURLEX AFTER PAVING (4' WIDE)	LF	\$0.70	33,220	\$23,254	0	\$0	0	\$0	0	\$0	0	\$0	33,220	\$23,254
EROSION CONTROL INSPECTION & MAINTENANCE	LOT	\$50.00	261	\$13,050	0	\$0	0	\$0	0	\$0	0	\$0	261	\$13,050
TOTAL EROSION CONTROL			\$46,279		\$0		\$0		\$0		\$0		\$46,279	

G. FRANCHISE UTILITIES														
DESCRIPTION	UNIT	UNIT PRICE	1		2		3		4		5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
STREET LIGHTS	EA	\$0.00	17	\$0	0	\$0	0	\$0	0	\$0	0	\$0	17	\$0
TOTAL FRANCHISE UTILITIES			\$0		\$0		\$0		\$0		\$0		\$0	



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE COLUMNS PUBLIC IMPROVEMENT - CELINA TRACT
DIRECT PUBLIC IMPROVEMENTS - CITY OF CELINA
 FEBRUARY 19, 2018

						1	2	3	4	5	TOTAL
PROJECT NAME:	The Columns - Direct Public Improvements	CREATED BY:	TLF		NO. OF LOTS:	261	0	0	0	0	261
CITY:	City of Celina, Collin County, Texas	CHECKED BY:	TLF		GROSS AC.	54.4	0	0	0	0	54.4
JOB NUMBER:		REVISED BY:			NET AC.	48.8	0	0	0	0	48.8

H. MISCELLANEOUS & OTHER

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		4		5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
EARTHWORK TESTING (GEOTECH)	CY	\$0.35	33,396	\$11,689	0	\$0	0	\$0	0	\$0	0	\$0	33,396	\$11,689
WATER TESTING (GEOTECH)	LF	\$1.65	9,045	\$14,924	0	\$0	0	\$0	0	\$0	0	\$0	9,045	\$14,924
SEWER TESTING (GEOTECH)	LF	\$1.65	6,984	\$11,524	0	\$0	0	\$0	0	\$0	0	\$0	6,984	\$11,524
STORM SEWER TESTING (GEOTECH)	LF	\$1.00	9,008	\$9,008	0	\$0	0	\$0	0	\$0	0	\$0	9,008	\$9,008
PAVEMENT TESTING (GEOTECH)	SY	\$2.10	47,722	\$100,217	0	\$0	0	\$0	0	\$0	0	\$0	47,722	\$100,217
INSPECTION FEES	%	3.50%	\$4,271,027	\$149,486	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	4,271,027	\$149,486
TOTAL MISCELLANEOUS & OTHER				\$296,847		\$0		\$0		\$0		\$0		\$296,847

SUMMARY - DIRECT PUBLIC IMPROVEMENTS - CITY OF CELINA	1	2	3	4	5	TOTAL
A. CLEARING & EXCAVATION	\$155,756	\$0	\$0	\$0	\$0	\$155,756
B. WATER	\$596,159	\$0	\$0	\$0	\$0	\$596,159
C. SEWER	\$532,001	\$0	\$0	\$0	\$0	\$532,001
D. STORM SEWER	\$1,329,600	\$0	\$0	\$0	\$0	\$1,329,600
E. PAVEMENT	\$1,898,687	\$0	\$0	\$0	\$0	\$1,898,687
F. EROSION CONTROL	\$46,279	\$0	\$0	\$0	\$0	\$46,279
G. FRANCHISE UTILITIES	\$0	\$0	\$0	\$0	\$0	\$0
H. MISCELLANEOUS & OTHER	\$296,847	\$0	\$0	\$0	\$0	\$296,847
SUB-TOTAL	\$4,855,330	\$0	\$0	\$0	\$0	\$4,855,330
SURVEY, PLATTING, ENG., LA, PERMITTING, & STAKING (10%)	\$485,533	\$0	\$0	\$0	\$0	\$485,533
CONSTRUCTION MANAGEMENT (1%)	\$48,553	\$0	\$0	\$0	\$0	\$48,553
SUB-TOTAL	\$5,389,416	\$0	\$0	\$0	\$0	\$5,389,416
TOTAL COST	\$5,389,416	\$0	\$0	\$0	\$0	\$5,389,416



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE COLUMNS PUBLIC IMPROVEMENT DISTRICT - CELINA TRACT
MASTER PUBLIC IMPROVEMENTS - CITY OF CELINA
 FEBRUARY 19, 2018

PROJECT NAME:	The Columns - Master Public Improvements	CREATED BY:	TLF	NO. OF LOTS:	261	2	3	4	5	TOTAL
CITY:	City of Celina, Collin County, Texas	CHECKED BY:	TLF	GROSS AC.	54.4	0.0	0.0	0.0	0.0	54.4
JOB NUMBER:		REVISED BY:		NET AC.	48.8	0.0	0.0	0.0	0.0	48.8

A.1 CLEARING & EXCAVATION - PUNK CARTER BLVD.

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		4		5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
CLEARING / GRUBBING	AC	\$2,000.00	3.9	\$7,840	0	\$0	0	\$0	0	\$0	0	\$0	3.9	\$7,840
STREET / ROW EXCAVATION	CY	\$2.20	9,486	\$20,870	0	\$0	0	\$0	0	\$0	0	\$0	9,486	\$20,870
STREET / ROW EXCAVATION (IMPORT)	CY	\$8.00	2,530	\$20,238	0	\$0	0	\$0	0	\$0	0	\$0	2,530	\$20,238
TESTING	CY	\$0.35	9,486	\$3,320	0	\$0	0	\$0	0	\$0	0	\$0	9,486	\$3,320
TOTAL CLEARING & EXCAVATION - PUNK CARTER BLVD.														
				\$52,268		\$0		\$0		\$0		\$0		\$52,268

A.2 CLEARING & EXCAVATION - CR 51 CONNECTOR

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		4		5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
CLEARING / GRUBBING	AC	\$2,000.00	0.5	\$1,000	0.0	\$0	0.0	\$0	0.0	\$0	0	\$0	0.5	\$1,000
STREET / ROW EXCAVATION	CY	\$2.20	1,210	\$2,662	0	\$0	0	\$0	0	\$0	0	\$0	1,210	\$2,662
STREET / ROW EXCAVATION (IMPORT)	CY	\$8.00	323	\$2,581	0	\$0	0	\$0	0	\$0	0	\$0	323	\$2,581
TESTING	CY	\$0.35	1,210	\$424	0	\$0	0	\$0	0	\$0	0	\$0	1,210	\$424
TOTAL CLEARING & EXCAVATION - E. LIGHT FARMS WAY														
				\$6,667		\$0		\$0		\$0		\$0		\$6,667

B. WATER - ALONG CR 51 CONNECTOR

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		4		5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
8" P.V.C. WATERLINE	LF	\$26.00	440	\$11,440	0	\$0	0	\$0	0	\$0	0	\$0	440	\$11,440
8" GATE VALVE & BOX	EA	\$1,250.00	2	\$2,500	0	\$0	0	\$0	0	\$0	0	\$0	2	\$2,500
8" PLUG	EA	\$500.00	1	\$500	0	\$0	0	\$0	0	\$0	0	\$0	1	\$500
FIRE HYDRANT ASSEMBLY	EA	\$4,100.00	1	\$4,100	0	\$0	0	\$0	0	\$0	0	\$0	1	\$4,100
CONNECT TO EXISTING LINE	EA	\$2,500.00	1	\$2,500	0	\$0	0	\$0	0	\$0	0	\$0	1	\$2,500
TRENCH SAFETY	LF	\$0.50	440	\$220	0	\$0	0	\$0	0	\$0	0	\$0	440	\$220
TESTING (EXCLUDING GEOTECH)	LF	\$0.50	440	\$220	0	\$0	0	\$0	0	\$0	0	\$0	440	\$220
TESTING (GEOTECH)	LF	\$1.65	440	\$726	0	\$0	0	\$0	0	\$0	0	\$0	440	\$726
BONDS	%	2.00%	\$22,206	\$444	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$22,206	\$444
INSPECTION FEE	%	3.50%	\$22,206	\$777	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$22,206	\$777
TOTAL WATER - ALONG E. LIGHT FARMS WAY														
				\$23,427		\$0		\$0		\$0		\$0		\$23,427



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE COLUMNS PUBLIC IMPROVEMENT DISTRICT - CELINA TRACT
MASTER PUBLIC IMPROVEMENTS - CITY OF CELINA
 FEBRUARY 19, 2018

PROJECT NAME:	The Columns - Master Public Improvements	CREATED BY:	TLF	NO. OF LOTS:	1	2	3	4	5	TOTAL
CITY:	City of Celina, Collin County, Texas	CHECKED BY:	TLF	GROSS AC.	261	0	0	0	0	261
JOB NUMBER:		REVISED BY:		NET AC.	54.4	0.0	0.0	0.0	0.0	54.4
					48.8	0.0	0.0	0.0	0.0	48.8

C. SEWER

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		4		5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
15" SDR-26 P.V.C. SEWERLINE	LF	\$68.00	171	\$11,628	0	\$0	0	\$0	0	\$0	0	\$0	171	\$11,628
5' DIAMETER MANHOLE (ALL DEPTHS)	EA	\$5,500.00	1	\$5,500	0	\$0	0	\$0	0	\$0	0	\$0	1	\$5,500
OFF-SITE SEWER UP-SIZING ESTIMATE PER LINEAR FOOT	LF	\$45.00	1,500	\$67,500	0	\$0	0	\$0	0	\$0	0	\$0	1,500	\$67,500
ON-SITE SEWER UP-SIZING ESTIMATE PER LINEAR FOOT	LF	\$20.00	1,495	\$29,900	0	\$0	0	\$0	0	\$0	0	\$0	1,495	\$29,900
OFF-SITE MANHOLE UP-SIZING DUE TO INCREASED PIPE SIZE	EA	\$2,000.00	4	\$8,000	0	\$0	0	\$0	0	\$0	0	\$0	4	\$8,000
ON-SITE MANHOLE UP-SIZING DUE TO INCREASED PIPE SIZE	EA	\$3,500.00	5	\$17,500	0	\$0	0	\$0	0	\$0	0	\$0	5	\$17,500
BONDS	%	2.00%	\$122,528	\$2,451	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$122,528	\$2,451
INSPECTION FEE	%	3.50%	\$122,528	\$4,288	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$122,528	\$4,288
TOTAL SEWER				\$146,767		\$0		\$0		\$0		\$0		\$146,767

D.1 STORM SEWER - PUNK CARTER BLVD.

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		4		5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
18" RCP	LF	\$58.00	409	\$23,722	0	\$0	0	\$0	0	\$0	0	\$0	409	\$23,722
24" RCP	LF	\$74.00	309	\$22,866	0	\$0	0	\$0	0	\$0	0	\$0	309	\$22,866
7'X4' RCB	LF	\$380.00	262	\$99,560	0	\$0	0	\$0	0	\$0	0	\$0	262	\$99,560
8'X4' RCB	LF	\$410.00	713	\$292,330	0	\$0	0	\$0	0	\$0	0	\$0	713	\$292,330
CURB INLET (ALL SIZES)	EA	\$3,600.00	7	\$25,200	0	\$0	0	\$0	0	\$0	0	\$0	7	\$25,200
5' JUNCTION BOX	EA	\$5,500.00	2	\$11,000	0	\$0	0	\$0	0.0	\$0	0	\$0	2	\$11,000
7'X4' RCB DOUBLE HEADWALL	EA	\$13,500.00	2	\$27,000	0	\$0	0	\$0	0.0	\$0	0	\$0	2	\$27,000
7'X4' RCB SINGLE HEADWALL	EA	\$8,500.00	2	\$17,000	0	\$0	0	\$0	0.0	\$0	0	\$0	2	\$17,000
12" GROUTED ROCK RIP RAP	SY	\$75.00	300	\$22,500	0	\$0	0	\$0	0	\$0	0	\$0	300	\$22,500
TRENCH SAFETY	LF	\$0.50	1,693	\$847	0	\$0	0	\$0	0	\$0	0	\$0	1,693	\$847
TESTING (GEOTECH)	LF	\$1.00	1,693	\$1,693	0	\$0	0	\$0	0	\$0	0	\$0	1,693	\$1,693
TESTING (TV)	LF	\$1.00	1,693	\$1,693	0	\$0	0	\$0	0	\$0	0	\$0	1,693	\$1,693
BONDS	%	2.00%	\$543,718	\$10,874	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$543,718	\$10,874
INSPECTION FEE	%	3.50%	\$543,718	\$19,030	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$543,718	\$19,030
TOTAL STORM SEWER - PUNK CARTER BLVD.				\$575,315		\$0		\$0		\$0		\$0		\$575,315



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE COLUMNS PUBLIC IMPROVEMENT DISTRICT - CELINA TRACT
MASTER PUBLIC IMPROVEMENTS - CITY OF CELINA
 FEBRUARY 19, 2018

PROJECT NAME:	The Columns - Master Public Improvements	CREATED BY:	TLF	NO. OF LOTS:	261	1	2	3	4	5	TOTAL
CITY:	City of Celina, Collin County, Texas	CHECKED BY:	TLF	GROSS AC.	54.4	54.4	0.0	0.0	0.0	0.0	54.4
JOB NUMBER:		REVISED BY:		NET AC.	48.8	48.8	0.0	0.0	0.0	0.0	48.8

E.1 PAVEMENT - PUNK CARTER BLVD.

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		4		5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
8" REINF. CONCRETE STREET PAVEMENT	SY	\$42.00	8,040	\$337,680	0	\$0	0	\$0	0	\$0	0	\$0	8,040	\$337,680
8" LIME STABILIZED SUBGRADE PREPARATION	SY	\$4.00	8,844	\$35,376	0	\$0	0	\$0	0	\$0	0	\$0	8,844	\$35,376
HYDRATED LIME FOR STREET (53#/SY)	TON	\$165.00	234	\$38,670	0	\$0	0	\$0	0	\$0	0	\$0	234	\$38,670
FULL DEPTH SAWCUT AND PAVEMENT REMOVAL	LF	\$15.00	160	\$2,400	0	\$0	0	\$0	0	\$0	0	\$0	160	\$2,400
PAVEMENT HEADER	LF	\$15.00	50	\$750	0	\$0	0	\$0	0	\$0	0	\$0	50	\$750
BARRIER FREE PEDESTRIAN RAMP	EA	\$1,250.00	2	\$2,500	0	\$0	0	\$0	0	\$0	0	\$0	2	\$2,500
BARRICADES	EA	\$1,500.00	2	\$3,000	0	\$0	0	\$0	0	\$0	0	\$0	2	\$3,000
STREET SIGN	EA	\$500.00	2	\$1,000	0	\$0	0	\$0	0	\$0	0	\$0	2	\$1,000
STOP SIGN	EA	\$150.00	1	\$150	0	\$0	0	\$0	0	\$0	0	\$0	1	\$150
6' CONCRETE SIDEWALK	LF	\$27.00	2,830	\$76,410	0	\$0	0	\$0	0	\$0	0	\$0	2,830	\$76,410
RIP RAP AT DEAD ENDS	SY	\$75.00	110	\$8,250	0	\$0	0	\$0	0	\$0	0	\$0	110	\$8,250
TRAFFIC CONTROL	LS	\$5,000.00	1.0	\$5,000	0	\$0	0	\$0	0	\$0	0	\$0	1	\$5,000
TESTING	SY	\$2.10	8,844	\$18,572	0	\$0	0	\$0	0	\$0	0	\$0	8,844	\$18,572
BONDS	%	2.00%	\$529,759	\$10,595	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$529,759	\$10,595
INSPECTION FEE	%	3.50%	\$529,759	\$18,542	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$529,759	\$18,542
TOTAL PAVEMENT - PUNK CARTER BLVD.				\$558,896		\$0		\$0		\$0		\$0		\$558,896

E.2 PAVEMENT - CR 51 CONNECTOR

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		4		5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
6" REINF. CONCRETE STREET PAVEMENT	SY	\$33.00	1,470	\$48,510	0	\$0	0	\$0	0	\$0	0	\$0	1,470	\$48,510
6" LIME STABILIZED SUBGRADE PREPARATION	SY	\$3.00	1,617	\$4,851	0	\$0	0	\$0	0	\$0	0	\$0	1,617	\$4,851
HYDRATED LIME FOR STREET (36#/SY)	TON	\$165.00	29	\$4,802	0	\$0	0	\$0	0	\$0	0	\$0	29	\$4,802
PAVEMENT HEADER	LF	\$15.00	31	\$465	0	\$0	0	\$0	0	\$0	0	\$0	31	\$465
BARRIER FREE PEDESTRIAN RAMP	EA	\$1,250.00	2	\$2,500	0	\$0	0	\$0	0	\$0	0	\$0	2	\$2,500
BARRICADES	EA	\$1,500.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
STREET SIGN	EA	\$500.00	1	\$500	0	\$0	0	\$0	0	\$0	0	\$0	1	\$500
STOP SIGN	EA	\$150.00	1	\$150	0	\$0	0	\$0	0	\$0	0	\$0	1	\$150
6' CONCRETE SIDEWALK	LF	\$27.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
TRAFFIC CONTROL	LS	\$3,000.00	1	\$2,500	0	\$0	0	\$0	0.0	\$0	0	\$0	1	\$3,000
TESTING	SY	\$2.10	1,617	\$3,396	0	\$0	0	\$0	0	\$0	0	\$0	1,617	\$3,396
BONDS	%	2.00%	\$67,674	\$1,353	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$67,674	\$1,353
INSPECTION FEE	%	3.00%	\$67,674	\$2,030	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$67,674	\$2,030
TOTAL PAVEMENT - E. LIGHT FARMS WAY				\$71,058		\$0		\$0		\$0		\$0		\$71,558



**PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE COLUMNS PUBLIC IMPROVEMENT DISTRICT - CELINA TRACT
MASTER PUBLIC IMPROVEMENTS - CITY OF CELINA**

FEBRUARY 19, 2018

PROJECT NAME:	The Columns - Master Public Improvements	CREATED BY:	TLF	NO. OF LOTS:	261	1	2	3	4	5	TOTAL
CITY:	City of Celina, Collin County, Texas	CHECKED BY:	TLF	GROSS AC.	54.4	54.4	0.0	0.0	0.0	0.0	54.4
JOB NUMBER:		REVISED BY:		NET AC.	48.8	48.8	0.0	0.0	0.0	0.0	48.8

F. EROSION CONTROL

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		4		5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
INLET PROTECTION	EA	\$175.00	7	\$1,225	0	\$0	0	\$0	0	\$0	0	\$0	7	\$1,225
SWPPP	LS	\$5,000.00	1	\$5,000	0	\$0	0	\$0	0	\$0	0	\$0	1	\$5,000
SILT FENCE (PERIMETER & CREEK PROTECTION)	LF	\$1.50	4,350	\$6,525	0	\$0	0	\$0	0	\$0	0	\$0	4,350	\$6,525
CONSTRUCTION ENTRANCE	EA	\$2,500.00	1	\$2,500	0	\$0	0	\$0	0	\$0	0	\$0	1	\$2,500
CURLEX AFTER PAVING (8' WIDE)	LF	\$1.50	6,650	\$9,975	0	\$0	0	\$0	0	\$0	0	\$0	6,650	\$9,975
ROCK CHECK DAM	EA	\$1,500.00	2	\$3,000	0	\$0	0	\$0	0	\$0	0	\$0	2	\$3,000
SEEDING	AC	\$285.00	3	\$827	0	\$0	0	\$0	0	\$0	0	\$0	3	\$827
EROSION CONTROL INSPECTION & MAINTENANCE	LS	\$5,000.00	1	\$5,000	0	\$0	0	\$0	0	\$0	0	\$0	1	\$5,000
TOTAL EROSION CONTROL				\$34,052		\$0		\$0		\$0		\$0		\$34,052

G. FRANCHISE UTILITIES

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		4		5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
STREET LIGHTS	EA	\$0.00	24	\$0	0	\$0	0	\$0	0	\$0	0	\$0	24	\$0
TOTAL FRANCHISE UTILITIES				\$0		\$0		\$0		\$0		\$0		\$0

H. MISCELLANEOUS & OTHER

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		4		5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
GEOTECHNICAL ENGINEERING - FINAL GEOTECH REPORT	LS	\$9,000.00	1	\$9,000	0	\$0	0	\$0	0	\$0	0	\$0	1	\$9,000
ENGINEERING FOR SEWER UPSIZE	LS	\$10,000.00	1	\$10,000	0	\$0	0	\$0	0	\$0	0	\$0	1	\$10,000
MISCELLANEOUS CITY FEES	LS	\$10,000.00	1	\$10,000	0	\$0	0	\$0	0	\$0	0	\$0	1	\$10,000
TOTAL MISCELLANEOUS & OTHER				\$29,000		\$0		\$0		\$0		\$0		\$29,000



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE COLUMNS PUBLIC IMPROVEMENT DISTRICT - CELINA TRACT
MASTER PUBLIC IMPROVEMENTS - CITY OF CELINA
 FEBRUARY 19, 2018

						1	2	3	4	5	TOTAL
PROJECT NAME:	The Columns - Master Public Improvements	CREATED BY:	TLF		NO. OF LOTS:	261	0	0	0	0	261
CITY:	City of Celina, Collin County, Texas	CHECKED BY:	TLF		GROSS AC.	54.4	0.0	0.0	0.0	0.0	54.4
JOB NUMBER:		REVISED BY:			NET AC.	48.8	0.0	0.0	0.0	0.0	48.8

SUMMARY - MASTER PUBLIC IMPROVEMENTS - CITY OF PRINCETON	1	2	3	4	5	TOTAL
A.1 CLEARING & EXCAVATION - PUNK CARTER BLVD.	\$52,268	\$0	\$0	\$0	\$0	\$52,268
A.2 CLEARING & EXCAVATION - E. LIGHT FARMS WAY	\$6,667	\$0	\$0	\$0	\$0	\$6,667
B. WATER	\$23,427	\$0	\$0	\$0	\$0	\$23,427
C. SEWER	\$146,767	\$0	\$0	\$0	\$0	\$146,767
D.1 STORM SEWER - PUNK CARTER BLVD.	\$575,315	\$0	\$0	\$0	\$0	\$575,315
E.1 PAVEMENT - PUNK CARTER BLVD.	\$558,896	\$0	\$0	\$0	\$0	\$558,896
E.2 PAVEMENT - E. LIGHT FARMS WAY	\$71,058	\$0	\$0	\$0	\$0	\$71,058
F. EROSION CONTROL	\$34,052	\$0	\$0	\$0	\$0	\$34,052
G. FRANCHISE UTILITIES	\$0	\$0	\$0	\$0	\$0	\$0
H. MISCELLANEOUS & OTHER	\$29,000	\$0	\$0	\$0	\$0	\$29,000
I. DISTRICT CREATION COSTS	\$336,000	\$0	\$0	\$0	\$0	\$336,000
SUB-TOTAL	\$1,833,449	\$0	\$0	\$0	\$0	\$1,833,449
SURVEY, PLATTING, ENG., PERMITTING, & STAKING (10%)	\$149,745	\$0	\$0	\$0	\$0	\$149,745
CONSTRUCTION MANAGEMENT (1%)	\$14,974	\$0	\$0	\$0	\$0	\$14,974
SUB-TOTAL	\$1,998,168	\$0	\$0	\$0	\$0	\$1,998,168
TOTAL COST	\$1,998,168	\$0	\$0	\$0	\$0	\$1,998,168

Attachment: The Columns PID-Draft SAP-v3.1 (The Columns Public Hearing)



**PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE COLUMNS PUBLIC IMPROVEMENT DISTRICT - CELINA TRACT
PRIVATE IMPROVEMENTS - CITY OF CELINA**

FEBRUARY 19, 2018

						1	2	3	4	5	TOTAL
PROJECT NAME:	The Columns - Private Improvements	CREATED BY:	TLF		NO. OF LOTS:	261	0	0	0	0	261
CITY:	City of Celina, Collin County, Texas	CHECKED BY:	TLF		GROSS AC.	54.4	0.0	0.0	0.0	0.0	54.4
JOB NUMBER:		REVISED BY:			PRIVATE AREA AC.	48.8	0.0	0.0	0.0	0.0	48.8

A. CLEARING & EXCAVATION														
DESCRIPTION	UNIT	UNIT PRICE	1		2		3		4		5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
CLEARING / GRUBBING	AC	\$800.00	35.0	\$28,000	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	35.0	\$28,000
CONSTRUCTION ENTRANCE	EA	\$2,500.00	1	\$2,500	0	\$0	0	\$0	0	\$0	0	\$0	1	\$2,500
LOT / BLOCK EXCAVATION	CY	\$2.20	84,700	\$186,340	0	\$0	0	\$0	0	\$0	0	\$0	84,700	\$186,340
OPEN SPACE FINAL GRADING	LS	\$5,000.00	1	\$5,000	0	\$0	0	\$0	0	\$0	0	\$0	1	\$5,000
ROUGH LOT GRADING	EA	\$225.00	261	\$58,725	0	\$0	0	\$0	0	\$0	0	\$0	261	\$58,725
FINAL LOT GRADING	EA	\$125.00	261	\$32,625	0	\$0	0	\$0	0	\$0	0	\$0	261	\$32,625
MOISTURE CONDITIONED PADS	LOT	\$2,000.00	261	\$522,000	0	\$0	0	\$0	0	\$0	0	\$0	261	\$522,000
TESTING	CY	\$0.35	84,700	\$29,645	0	\$0	0	\$0	0	\$0	0	\$0	84,700	\$29,645
TOTAL CLEARING & EXCAVATION			\$864,835		\$0		\$0		\$0		\$0		\$864,835	

B. RETAINING WALLS														
DESCRIPTION	UNIT	UNIT PRICE	1		2		3		4		5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
RETAINING WALL	LOT	\$0.00	261	\$0	0	\$0	0	\$0	0	\$0	0	\$0	261	\$0
TOTAL RETAINING WALLS			\$0		\$0		\$0		\$0		\$0		\$0	

 PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST THE COLUMNS PUBLIC IMPROVEMENT DISTRICT - CELINA TRACT PRIVATE IMPROVEMENTS - CITY OF CELINA FEBRUARY 19, 2018												
						1	2	3	4	5	TOTAL	
PROJECT NAME:	The Columns - Private Improvements	CREATED BY:	TLF		NO. OF LOTS:	261	0	0	0	0	261	
CITY:	City of Celina, Collin County, Texas	CHECKED BY:	TLF		GROSS AC.	54.4	0.0	0.0	0.0	0.0	54.4	
JOB NUMBER:		REVISED BY:			PRIVATE AREA AC.	48.8	0.0	0.0	0.0	0.0	48.8	

C. EROSION CONTROL

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		4		5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
SWPPP	LS	\$5,000.00	1	\$5,000	0	\$0	0	\$0	0	\$0	0	\$0	1	\$5,000
SILT FENCE (PERIMETER & CREEK PROTECTION)	LF	\$1.50	2,860	\$4,290	0	\$0	0	\$0	0	\$0	0	\$0	2,860	\$4,290
SEDIMENTATION BASIN (NO SKIMMER)	EA	\$20,000.00	1	\$20,000	0	\$0	0	\$0	0	\$0	0	\$0	1	\$20,000
SKIMMER FOR SEDIMENTATION BASIN	EA	\$12,500.00	1	\$12,500	0	\$0	0	\$0	0	\$0	0	\$0	1	\$12,500
ROCK CHECK DAM	EA	\$1,500.00	1	\$1,500	0	\$0	0	\$0	0	\$0	0	\$0	1	\$1,500
OVERSEED LOTS	AC	\$285.00	32	\$9,120	0	\$0	0	\$0	0	\$0	0	\$0	32	\$9,120
EROSION CONTROL INSPECTION & MAINTENANCE	LOT	\$150.00	261	\$39,150	0	\$0	0	\$0	0	\$0	0	\$0	261	\$39,150
TOTAL EROSION CONTROL			\$91,560		\$0		\$0		\$0		\$0		\$91,560	

D. AMENITIES, LANDSCAPE, & SCREENING

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		4		5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
ENTRY OPEN SPACE AND AMENITY CENTER														
SCREENING & BUFFERING ALONG ARTERIALS	LF	\$80.00	2,750	\$220,000.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	2750	\$220,000.00
LANDSCAPING ALONG ARTERIALS	LF	\$20.00	2,750	\$55,000.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	2750	\$55,000.00
AMENITY CENTER	LS	\$500,000.00	1	\$500,000.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$500,000.00
SOD AND IRRIGATE OPEN SPACE	SF	\$1.00	105,000	\$105,000.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	105000	\$105,000.00
1" SINGLE OPEN SPACE WATER SERVICE	EA	\$800.00	1	\$800.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$800.00
6" OPEN SPACE SEWER SERVICE	EA	\$800.00	1	\$800.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$800.00
1" SINGLE IRRIGATION SERVICE	EA	\$800.00	2	\$1,600.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	2	\$1,600.00
2" SINGLE IRRIGATION SERVICE	EA	\$1,500.00	1	\$1,500.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$1,500.00
TOTAL FRANCHISE UTILITIES			\$884,700		\$0		\$0		\$0		\$0		\$884,700	



**PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE COLUMNS PUBLIC IMPROVEMENT DISTRICT - CELINA TRACT
PRIVATE IMPROVEMENTS - CITY OF CELINA**

FEBRUARY 19, 2018

PROJECT NAME:	The Columns - Private Improvements	CREATED BY:	TLF	NO. OF LOTS:	261	1	2	3	4	5	TOTAL
CITY:	City of Celina, Collin County, Texas	CHECKED BY:	TLF	GROSS AC.	54.4	54.4	0.0	0.0	0.0	0.0	54.4
JOB NUMBER:		REVISED BY:		PRIVATE AREA AC.	48.8	48.8	0.0	0.0	0.0	0.0	48.8

E. FRANCHISE UTILITIES

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		4		5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
ELECTRIC SERVICE ALLOWANCE	LOT	\$0.00	261	\$0	0	\$0	0	\$0	0	\$0	0	\$0	261	\$0
OFF-SITE GAS MAIN EXTENSION ALLOWANCE	LOT	\$300.00	261	\$78,300	0	\$0	0	\$0	0	\$0	0	\$0	261	\$78,300
GAS SERVICE ALLOWANCE	LOT	\$900.00	261	\$234,900	0	\$0	0	\$0	0	\$0	0	\$0	261	\$234,900
TOTAL FRANCHISE UTILITIES				\$313,200		\$0		\$0		\$0		\$0		\$313,200

F. MISCELLANEOUS & OTHER

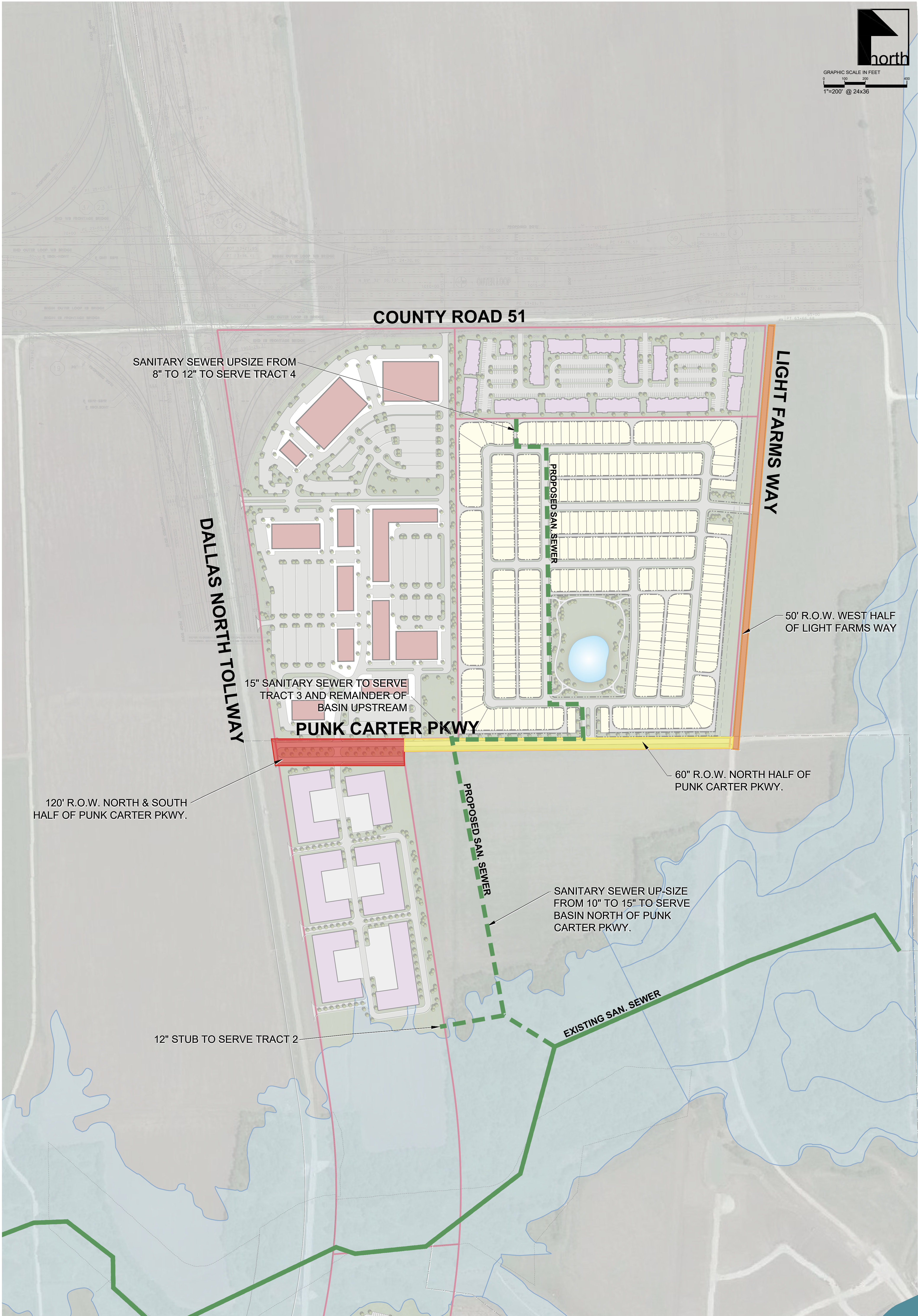
DESCRIPTION	UNIT	UNIT PRICE	1		2		3		4		5		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
FINAL GEOTECHNICAL REPORT	LOT	\$250.00	261	\$65,250.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	261	\$65,250.00
MISCELLANEOUS CITY FEES	LS	VARIES	1	\$12,000.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$12,000.00
TOTAL MISCELLANEOUS & OTHER				\$77,250		\$0		\$0		\$0		\$0		\$77,250

SUMMARY - PRIVATE IMPROVEMENTS - CITY OF PRINCETON		1	2	3	4	5	TOTAL
A. CLEARING & EXCAVATION		\$864,835	\$0	\$0	\$0	\$0	\$864,835
B. RETAINING WALLS		\$0	\$0	\$0	\$0	\$0	\$0
C. EROSION CONTROL		\$91,560	\$0	\$0	\$0	\$0	\$91,560
D. AMENITIES, LANDSCAPE, & SCREENING		\$884,700	\$0	\$0	\$0	\$0	\$884,700
E. FRANCHISE UTILITIES		\$313,200	\$0	\$0	\$0	\$0	\$313,200
F. MISCELLANEOUS & OTHER		\$77,250	\$0	\$0	\$0	\$0	\$77,250
SUB-TOTAL		\$2,231,545	\$0	\$0	\$0	\$0	\$2,231,545
SURVEY, PLATTING, ENG., LA, PERMITTING, & STAKING (10%)		\$223,155	\$0	\$0	\$0	\$0	\$223,155
CONSTRUCTION MANAGEMENT (1%)		\$22,315	\$0	\$0	\$0	\$0	\$22,315
SUB-TOTAL		\$2,477,015	\$0	\$0	\$0	\$0	\$2,477,015
TOTAL COST		\$2,477,015	\$0	\$0	\$0	\$0	\$2,477,015

Attachment: The Columns PID-Draft SAP-v3.1 (The Columns Public Hearing)

DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

Attachment: The Columns PID-Draft SAP-v3.1 (The Columns Public Hearing)



Attachment: The Columns PID-Draft SAP-v3.1 (The Columns Public Hearing)

The Homeplace at the Columns

PUBLIC IMPROVEMENT DISTRICT EXHIBIT

Celina, Texas
OCTOBER 2017

DWG NAME: KIPRI_CIVIL_SINGLE_FAMILY_PURSUITS2016117 - CENTURION AMERICAN-CELINA TRACT/CAD/EXHIBITS/PID - EXHIBIT_171009.DWG
LAST SAVED: 10/9/2017 5:08 PM

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 OR CONTACT WITH THE CITY/COUNTY, ETC.

Appendix D

ASSESSMENT ROLL – Assessed Property

Appendix D Proposed Assessment Roll

Parcel	All Parcels
Assessment	\$7,500,000
Total Units	261.00

Year	Principal and Interest¹	Principal and Interest²	Administrative Expenses³	Total Annual Installment⁴
2018	\$436,725	\$64,375	\$40,000	\$541,100
2019	\$436,725	\$64,375	\$40,800	\$541,900
2020	\$531,725	\$79,375	\$41,616	\$652,716
2021	\$530,313	\$78,438	\$42,448	\$651,198
2022	\$533,563	\$77,500	\$43,297	\$654,360
2023	\$526,138	\$81,563	\$44,163	\$651,863
2024	\$528,713	\$80,313	\$45,046	\$654,071
2025	\$525,613	\$79,063	\$45,947	\$650,622
2026	\$527,175	\$77,813	\$46,866	\$651,854
2027	\$523,063	\$81,563	\$47,804	\$652,429
2028	\$523,613	\$80,000	\$48,760	\$652,372
2029	\$523,488	\$78,438	\$49,735	\$651,660
2030	\$522,688	\$76,875	\$50,730	\$650,292
2031	\$521,213	\$80,313	\$51,744	\$653,269
2032	\$519,063	\$78,438	\$52,779	\$650,279
2033	\$521,238	\$76,563	\$53,835	\$651,635
2034	\$512,400	\$79,688	\$54,911	\$646,999
2035	\$513,225	\$77,500	\$56,010	\$646,735
2036	\$513,038	\$80,313	\$57,130	\$650,480
2037	\$511,838	\$77,813	\$58,272	\$647,922
2038	\$504,625	\$80,313	\$59,438	\$644,375
2039	\$506,738	\$77,500	\$60,627	\$644,864
2040	\$502,500	\$79,688	\$61,839	\$644,027
2041	\$502,250	\$76,563	\$63,076	\$641,888
2042	\$500,650	\$78,438	\$64,337	\$643,425
2043	\$502,700	\$75,000	\$65,624	\$643,324
2044	\$498,063	\$76,563	\$66,937	\$641,562
2045	\$492,075	\$77,813	\$68,275	\$638,163
2046	\$489,738	\$78,750	\$69,641	\$638,128
2047	\$485,713	\$74,375	\$71,034	\$631,121
Total	\$15,266,600	\$2,325,313	\$1,622,723	\$19,214,636

1 - The principal and interest amounts are estimated using 6.25% per annum and includes 0.5% additional interest.

2 - The Reimbursement Agreement principal and interest amounts are estimated using 6.25% per annum.

3- The Administrative Expenses shown include the estimated PID administration and assessment collection costs and will be updated in Annual Service Plan Updates.

4- Amounts shown do not include any TIRZ Credit.

Attachment: The Columns PID-Draft SAP-v3.1 (The Columns Public Hearing)

Proposed Assessment Roll per Unit

Parcel	
Assessment	\$28,736
Total Equivalent Units	1.00

Year	Principal and Interest¹	Principal and Interest²	Administrative Expenses³	Total Annual Installment⁴
2018	\$1,673	\$247	\$153	\$2,073
2019	\$1,673	\$247	\$156	\$2,076
2020	\$2,037	\$304	\$159	\$2,501
2021	\$2,032	\$301	\$163	\$2,495
2022	\$2,044	\$297	\$166	\$2,507
2023	\$2,016	\$313	\$169	\$2,498
2024	\$2,026	\$308	\$173	\$2,506
2025	\$2,014	\$303	\$176	\$2,493
2026	\$2,020	\$298	\$180	\$2,498
2027	\$2,004	\$313	\$183	\$2,500
2028	\$2,006	\$307	\$187	\$2,500
2029	\$2,006	\$301	\$191	\$2,497
2030	\$2,003	\$295	\$194	\$2,492
2031	\$1,997	\$308	\$198	\$2,503
2032	\$1,989	\$301	\$202	\$2,491
2033	\$1,997	\$293	\$206	\$2,497
2034	\$1,963	\$305	\$210	\$2,479
2035	\$1,966	\$297	\$215	\$2,478
2036	\$1,966	\$308	\$219	\$2,492
2037	\$1,961	\$298	\$223	\$2,482
2038	\$1,933	\$308	\$228	\$2,469
2039	\$1,942	\$297	\$232	\$2,471
2040	\$1,925	\$305	\$237	\$2,468
2041	\$1,924	\$293	\$242	\$2,459
2042	\$1,918	\$301	\$247	\$2,465
2043	\$1,926	\$287	\$251	\$2,465
2044	\$1,908	\$293	\$256	\$2,458
2045	\$1,885	\$298	\$262	\$2,445
2046	\$1,876	\$302	\$267	\$2,445
2047	\$1,861	\$285	\$272	\$2,418
Total	\$58,493	\$8,909	\$6,217	\$73,619

1 - The principal and interest amounts are estimated using 6.25% per annum and includes 0.5% additional interest.

2 - The Reimbursement Agreement principal and interest amounts are estimated using 6.25% per annum.

3- The Administrative Expenses shown include the estimated PID administration and assessment collection costs and will be updated in Annual Service Plan Updates.

4- Amounts shown do not include any TIRZ Credit.

Attachment: The Columns PID-Draft SAP-v3.1 (The Columns Public Hearing)



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Alexis Jackson, Director of Development Services
 CC: Jason Laumer, City Manager
 Date: April 10, 2018
 Re: Bluewood Development Agreement

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance amending Ordinance No. 2006-57, as heretofore amended, the same being the Comprehensive Zoning Ordinance, and amending the official zoning map of the City by designating the zoning an approximately 244.136 acre tract of land, situated in the Shelby Glass Survey, Abstract No. 346 and the J. Calhill Survey, Abstract No. 171, Collin County, Texas, from PD-65, Planned Development No. 65 zoning district to PD-65, Planned Development No. 65 zoning district to amend certain development standards. The tract is located north of Ownsby Parkway and east of Carter Ranch. (Bluewood - PD-65) (Jackson)

Applicant:

Elaine Ford, Senior Vice President
 Hillwood Communities
 3000 Turtle Creek Blvd.
 Dallas, Texas 75219

Background Information:

The Wells North (now named "Bluewood") Development Agreement was approved by City Council on November 10, 2015, preceding and setting the stage for the zoning case, which followed the annexation of the approximately 244 acre tract of land into the city limits. The annexation was finalized and the property was zoned as PD-65 on March 29, 2016.

The first amendment to the Development Agreement was also approved on March 29, 2016. The initial amendment did not affect development regulations.

This proposed amendment revises some of the obligations of the developer and the City, but also proposes to change the percentage of lot types within Bluewood. Currently, the mix of lots is as follows: 50% maximum number of Type I lots (50 foot lot widths), 35% minimum of Type II lots (60 foot lot widths), and 15% minimum number of Type III lots (70 foot lot widths).

Hillwood is proposing to maintain the maximum percentage of the smallest lot type to 50%. However, both the Type II lots and the Type III lots (60 and 50 foot lot widths, respectively) would reduce the minimums. Type II lots would be reduced from 35% percent of the total lots to 30%. Type III lots would be reduced from 15% of the total lots to 7.5%. Obviously, 50+30+7.5 does not add up to 100%. This would allow Hillwood's builders

the flexibility of building Type II or Type III lots, so long as the minimum percentages hold overall in the development.

The proposed change does not increase their overall approved lot count of 900.

Board Review/Citizen Input:

A notice of the public hearings was published in *The Celina Record* on March 2, 2018. Notices of the public hearing have been sent to 97 owners of property residing within the City Limits, as indicated by the most recently approved Collin County tax rolls, who are located within 200 feet of the subject property. As of the time of packet preparation, staff has received ten (10) letters of opposition and three (3) letters of support for the project.

The Planning and Zoning Commission, at their regular meeting on March 20, 2018, voted (6-0) to approved the proposed development standards for PD-65, Bluewood.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

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

Supporting Documents:

- Proposed Ordinance
- Letters of Opposition:
 - 1) Davis
 - 2) Geiger
 - 3) Hall
 - 4) Laird
 - 5) Larson
 - 6) McMann
 - 7) Sugess
 - 8) Waina
 - 9) Weller
 - 10) Wilson
- Letters of Support:
 - 1) Hillsman
 - 2) Werner
 - 3) Wood
- Notification Map

Staff Recommendation:

Staff recommends approval.

**CITY OF CELINA, TEXAS
ORDINANCE 2018-____
WELLS NORTH ZONING - PD-65**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING ORDINANCE 2016-25, THE SAME BEING THE ORDINANCE THAT ESTABLISHED PD-65 AS THE ZONING FOR AN APPROXIMATELY 244.136-ACRE TRACT OF LAND IN THE SHELBY GLASS SURVEY, ABSTRACT NO. 346 AND THE J. CAHILL SURVEY, ABSTRACT NO. 171, COLLIN COUNTY, TEXAS, AS DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT OF THE DEVELOPMENT STANDARDS, STREET SECTION, AND CONCEPT PLAN; PROVIDING FOR COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO PUBLIC HEALTH AND SAFETY; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, Title 7 Chapter 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, on March 29, 2016, the City Council of the City of Celina, Texas adopted Ordinance 2016-25 zoning the property described on Exhibit A as PD-65; and

WHEREAS, the City desires to amend the zoning for PD-65 to amend the development standards, street section, and concept plan applicable to PD-65; and

WHEREAS, the revised concept plan is set forth in Exhibit "B" attached hereto and incorporated herein for all purposes; and

WHEREAS, the revised street section is set forth in Exhibit "C" attached hereto and incorporated herein for all purposes; and

WHEREAS, the revised development standards are set forth in Exhibit "D" attached hereto and incorporated herein for all purposes; and

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the 2030 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that PD-65 should be amended include the updated concept plan attached hereto as Exhibit "B"; the street section attached hereto as Exhibit "C"; and the revised development standards attached hereto as Exhibit "D".

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

SECTION 1 **INCORPORATION OF PREMISES**

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

SECTION 2 **FINDINGS**

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

SECTION 3

AMENDMENT OF PD-65

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, and "PD" Planned Development No. 65, are hereby amended to incorporate the amended concept plan attached hereto as Exhibit "B", the amended street section attached hereto as Exhibit "C", and the amended development standards attached hereto as Exhibit D.

SECTION 4 **COMPLIANCE REQUIRED**

That the property depicted on Exhibit "A" hereto shall be used only in the manner and for the purposes provided for in the Comprehensive Zoning Ordinance, as amended, and Ordinance 2016-25 adopting PD-65, as modified by this Ordinance.

SECTION 5 **PENALTY**

Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense. If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 6 **CUMULATIVE REPEALER CLAUSE**

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

SECTION 7 **SAVINGS CLAUSE**

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning regulation which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such

ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 8 **SEVERABILITY**

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

SECTION 9 **PUBLICATION CLAUSE**

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the caption and effective date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 10 **ENGROSSMENT AND ENROLLMENT**

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

SECTION 11 **EFFECTIVE DATE**

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 10th day of April, 2018.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: PD-65 Bluewood Ordinance.docx (Bluewood PD Amendment)

Exhibit A
Legal Description of the Property

TRACT 1

233.738 ACRES

BEING a tract of land out of the Shelby Glass Survey, Abstract No. 346 and the J. Cahill Survey, Abstract No. 171, Collin County, Texas, and being part of a tract of land depicted in Special Warranty Deed to George White Family Limited Partnership, recorded in Clerk's File No. 2005-0005697, Official Public Records of Real Property of Collin County, Texas, said tract also being part of a tract of land described as "1st Tract" in deed to Mary G. White recorded in Volume 142, Page 343, Deed Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a ½" iron rod found in County Road No. 88 at the northeast corner of a called 35.814 acre tract of land described in Special Warranty Deed to CTMGTCR 2C FL-2, LLC, recorded in Instrument No. 20130829001223660, Official Public Records of Collin County;

THENCE along the east line of said 35.814 acre tract, South 00°33'04" East, a distance of 39.13 feet to a 5/8" iron rod with "KHA" cap found in the south right-of-way line of said County Road No. 88, for the northwest corner of a called 75.0000 acre tract of land described in Special Warranty Deed to Collin County Community College District, recorded in Instrument No. 20090818001039820, Official Public Records of Collin County;

THENCE departing the said east line of called 35.814 acre tract, along the south right-of-way line of said County Road No. 88 and the north line of said 75.0000 acre tract, the following courses and distances:

North 89°38'04" East, a distance of 854.43 feet to a 5/8" iron rod with "KHA" cap found for corner at the beginning of a tangent curve to the right with a radius of 1,356.38 feet, a central angle of 39°54'51" and a chord bearing and distance of South 70°24'31" East, 925.91 feet;

In a southeasterly direction along said curve, an arc distance of 944.90 feet to a 5/8" iron rod with "KHA" cap found at the beginning of a reverse curve to the left with a radius of 1,396.84 feet, a central angle of 40°11'41" and a chord bearing and distance of South 70°32'56" East, 959.96 feet for the northeast corner of said 75.000 acre tract and the **POINT OF BEGINNING**;

THENCE continuing along the south right-of-way line of said County Road No. 88, the following courses and distances:

In a southeasterly direction along said curve, an arc distance of 979.93 feet to a 5/8" iron rod with "KHA" cap found at the end of said curve;

North 89°21'13" East, a distance of 22.58 feet (Deed 22.79') to a 5/8" iron rod with "KHA" cap found for corner in the west line of a called 115.503 acre tract of land described in Special Warranty Deed to Westgate 115 Investors, L.P., recorded in Instrument No. 20130621000869270, Official Public Records of Collin County, Texas; from said point a 1/2" iron rod with "Metroplex 1849" cap found for witness bears North 00°55'47" West, a distance of 6.25 feet;

THENCE along the said west line of called 115.503 acre tract, South 00°55'47" East, at a distance of 1,949.66 feet, passing a 1/2" iron rod with "Metroplex 1849" cap found, continuing along the west line of said 115.503 acre tract, at a distance of 3,612.06 feet, passing the northwest corner of a tract of land described in General Warranty Deed to William K. Wood and Kathy D. Wood recorded in Instrument No. 20080310000279150, Official Public Records of Collin County, Texas, continuing along the west line of said Wood tract, at a distance of 4,075.82 feet, passing a 1/2" iron rod found at the southwest corner of said Wood tract and the northwest corner of a tract of land described in General Warranty Deed to William K. Wood and Kathy D. Wood recorded in Instrument No. 20071029001470070, Official Public Records of Collin County, Texas, continuing with the west line of the second referenced Wood tract, in all a total distance of 4,629.12 feet to a 5/8" iron rod with "KHA" cap found for corner in County Road No. 83;

THENCE departing the said west line of the second reference Wood tract and along the north right-of-way line of County Road No. 83 and the north line of a called 76.69 acre tract of land described in Special Warranty Deed to Collin County Investments, Ltd., recorded in Volume 5419, Page 2461, Official Public Records of Collin County, Texas, South 89°30'11" West, a distance of 2,678.92 feet (Deed calls 2,663.76 feet) to a PK nail found for the southeast corner of The Carter Ranch Phase III, an addition to the City of Celina according to the plat recorded in Cabinet 2006, Page 460 of the Map Records of Collin County, Texas and in Instrument No. 20060714010003020, of Official Public Records of Collin County, Texas;

THENCE North 00°33'04" West, at a distance of 58.02 feet, passing the southeast corner of Lot 1X, Block B, said The Carter Ranch Phase III, continuing along the east line of said Block B, at a distance of 1,052.02 feet, passing a 5/8" iron rod with "Huitt Zollars" cap found at the northeast corner of Lot 26 of said Block B and the southeast corner of the east terminus of Andalusian Trail (a 50-foot wide right-of-way), continuing along the said east terminus of Andalusian Trail, at a distance of 1,102.02 feet, passing a 5/8" iron rod with "Huitt Zollars" cap found at the northeast corner of the said east terminus of Andalusian Trail and the southeast corner of Lot 20, Block L, said The Carter Ranch Phase III, continuing along the east line of said Block L, at a distance of 1,801.02 feet,

passing the northeast corner of Lot 1X, of said Block L and the southeast corner of the east terminus of Carter Ranch Boulevard (an 80-foot wide right-of-way), continuing along the said east terminus of Carter Ranch Boulevard, at a distance of 1,881.02 feet, passing the northeast corner of said terminus of Carter Ranch Boulevard and the southeast corner of Lot Z-1, Block Z, The Carter Ranch Phase II A, an addition to the City of Celina, Texas according to the plat recorded in Cabinet 2007, Page 292, Map Records of Collin County, Texas and in Instrument No. 20070531010001890, Official Public Records of Collin County, Texas, continuing along the east line of said

Block Z, at a distance of 3,149.24 feet to a 5/8" iron rod with "KHA" cap found for the southwest corner of aforesaid called 75.000 acre tract;

THENCE along the south line of said 75.000 acre tract, North 89°26'56" East, a distance of 1,665.00 to a 5/8" iron rod with "KHA" cap found at the southeast corner of said 75.000 acre tract;

THENCE, along the east line of said 75.000 acre tract, the following courses and distances:

North 00°33'04" West, a distance of 242.54 feet to a 5/8" iron rod with "KHA" cap found at the beginning of a tangent curve to the left having a central angle of 23°51'09", a radius of 1,000.00 feet, a chord bearing and distance of North 12°28'39" West, 413.30 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 416.30 feet to a 5/8" iron rod with "KHA" cap found for corner;

North 24°24'13" West, a distance of 239.76 feet to a 5/8" iron rod with "KHA" cap found at the beginning of a tangent curve to the right having a central angle of 63°57'09", a radius of 750.00 feet, a chord bearing and distance of North 7°34'21" East, 794.35 feet;

In a northeasterly direction, with said curve to the right, an arc distance of 837.13 feet to a 5/8" iron rod with "KHA" cap found for corner;

North 39°32'55" East, a distance of 200.00 feet to the **POINT OF BEGINNING** and containing 233.738 acres or 10,181,614 square feet of land, more or less.

TRACT 2

10.3980 ACRES

BEING a tract of land out of the Shelby Glass Survey, Abstract No. 346, Collin County, Texas, and being part of a tract of land depicted in Special Warranty Deed to George White Family Limited Partnership, recorded in Clerk's File No.

2005-0005697, Official Public Records of Real Property of Collin County, Texas, and also being part of the tract of land described as "1st Tract" in deed to Mary G. White recorded in Volume 142, Page 343 of the Deed Records of Collin County, Texas; said tract also being all of the same resultant tract of land defined by the Right-of-Way Dedication to Collin County recorded in Instrument No. 20061122001662300, Official Public Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a 1/2" iron rod found in County Road No. 88 at the northeast corner of a called 35.814 acre tract of land described in Special Warranty Deed to CTMGT CR 2C FL-2, LLC recorded in Instrument No. 20130829001223660, Official Public Records of Collin County, Texas;

THENCE along the east line of said 35.814 acre tract, South 00°33'04" East a distance of 39.13 feet to a 5/8" iron rod with "KHA" cap found on the south right-of-way line of said County Road No. 88, for the northwest corner of a called 75.0000 acre tract of land described in Special Warranty Deed to Collin County Community College District recorded in Instrument No. 20090818001039820, Official Public Records of Collin County;

THENCE, along the south right-of-way line of County Road No. 88 and north line of said 75.0000 acre tract, North 89°38'04" East, a distance of 854.43 feet to a 5/8" iron rod with "KHA" cap found for the point of beginning of a tangent curve to the right;

THENCE, departing the said south right-of-way line of County Road No. 88 and north line of called 75.000 acre tract, South 88°48'06" West, a distance of 511.14 feet to a 5/8" iron rod with "KHA" cap set for corner on a north right-of-way line of said County Road No. 88 for the **POINT OF BEGINNING**;

THENCE along a south right-of-way line of said County Road No. 88, the following courses and distances:

North 00°50'34" West, a distance of 25.47 feet to a 5/8" iron rod with "KHA" cap set for corner;

North 89°09'26" East, a distance of 1,192.91 feet to a 5/8" iron rod with "KHA" cap found for corner at the northern most end of a right-of-way corner clip at the intersection of said south right-of-way line and the west right-of-way line of County Road No. 86 (a variable width right-of-way);

THENCE along said right-of-way corner clip, South 45°30'03" East, a distance of 70.29 feet to a 5/8" iron rod with "KHA" cap found for corner at the southernmost end of said corner clip;

THENCE along the said west right-of-way line of County Road No. 86, South 00°09'32" East, a distance of 533.28 feet to a 5/8" iron rod with "KHA" cap found for corner at the intersection of the said west right-of-way line of County Road No. 86 and the

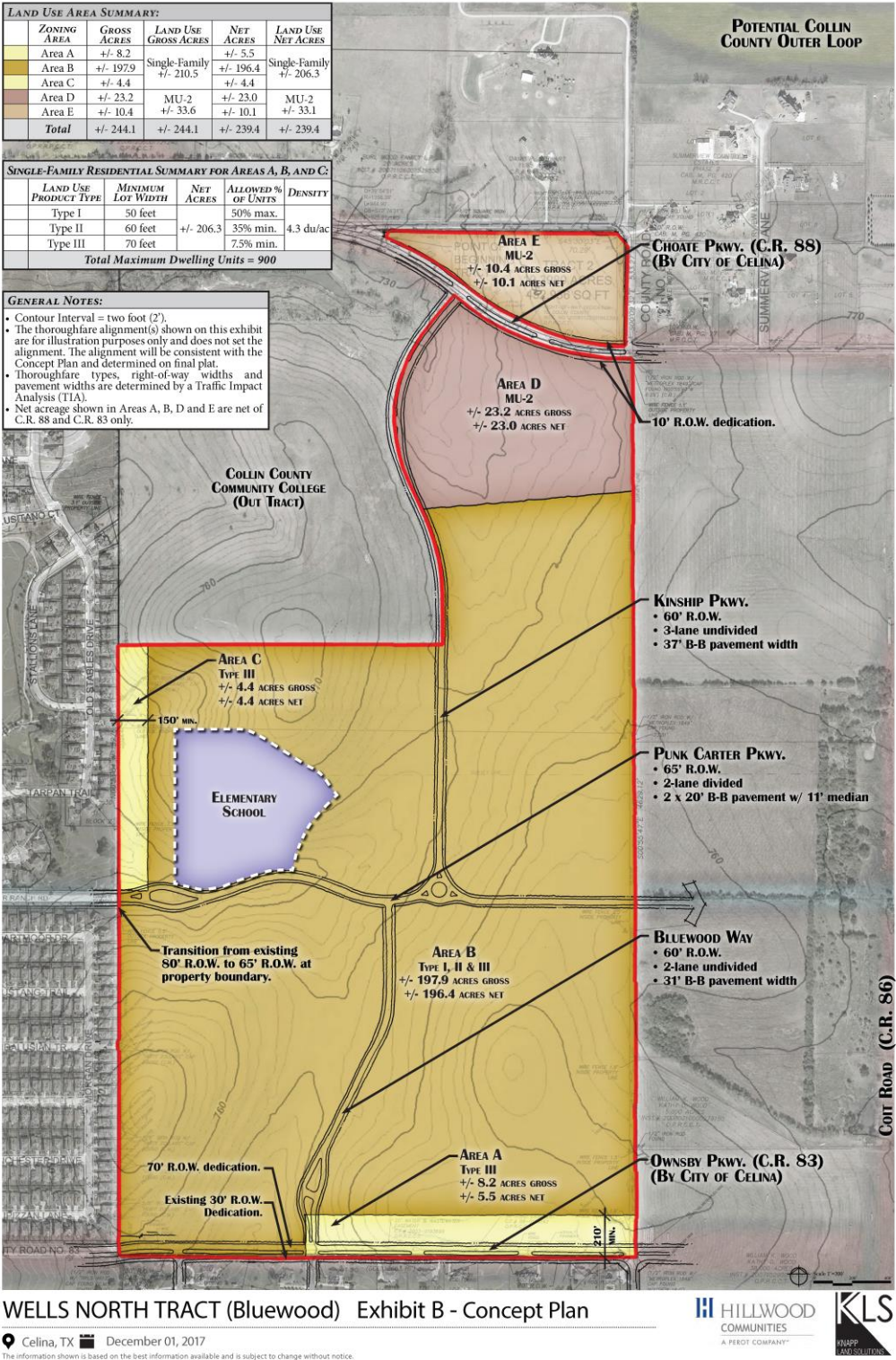
north right-of-way line of County Road No. 88; said point also being at the beginning of a non-tangent curve to the right having a radius of 1,316.84 feet, a central angle of $39^{\circ}15'29''$, a chord bearing and distance of North $70^{\circ}04'50''$ West, 884.73 feet;

THENCE along the said north right-of-way line of County Road No. 88, the following courses and distances:

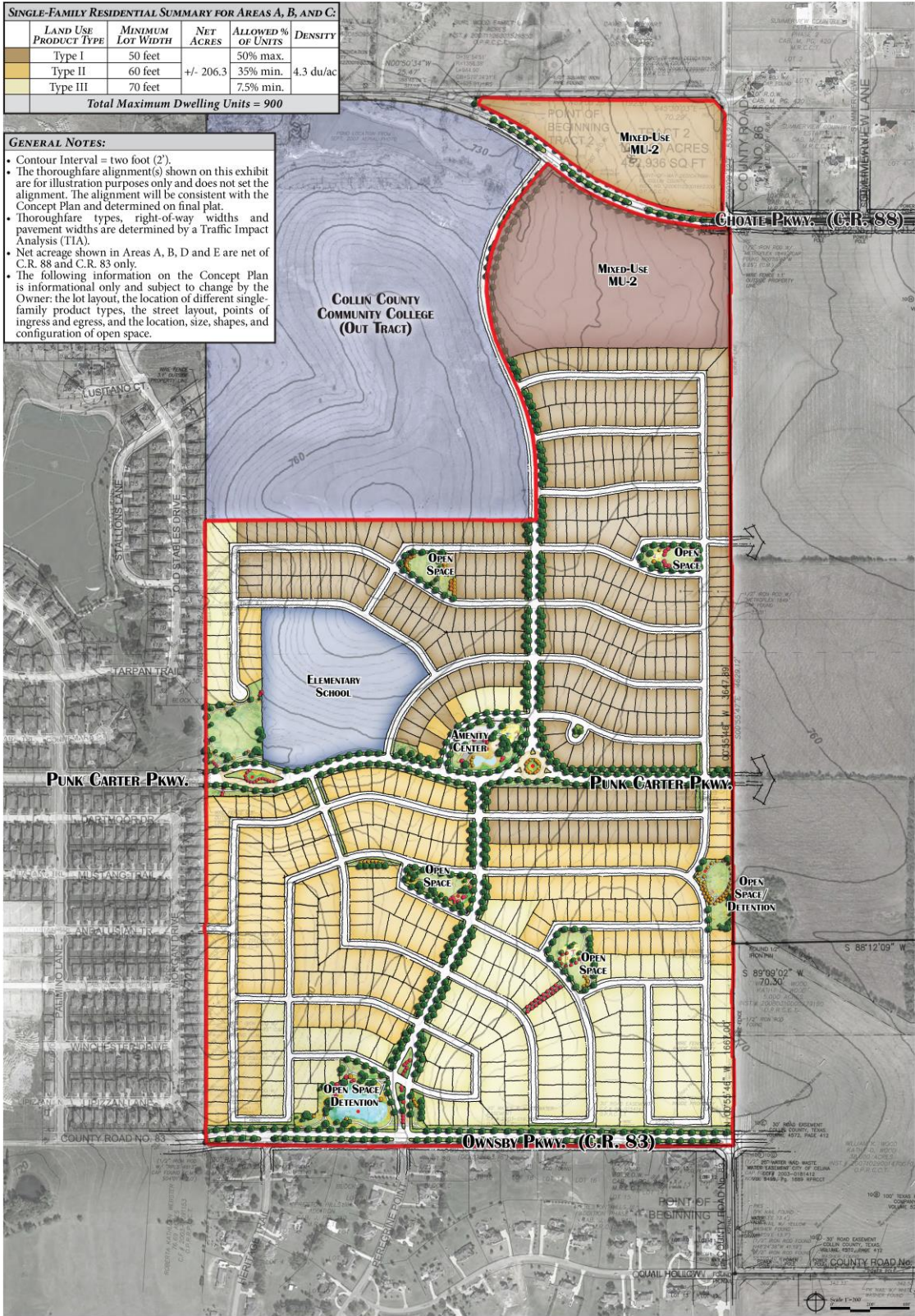
In a northwesterly direction, along said curve, an arc distance 902.28 feet to a 5/8" iron rod with "KHA" cap set at the beginning of a reverse curve to the left with a radius of 1,436.38 feet, a central angle of $19^{\circ}04'36''$, and a chord bearing and distance of North $59^{\circ}59'23''$ West, 476.04 feet;

In a northwesterly direction, along said curve, an arc distance of 478.24 feet to the **POINT OF BEGINNING** and containing 10.3980 acres or 452,936 square feet of land.

Exhibit B
Concept Plan



Attachment: PD-65 Bluewood Ordinance.docx (Bluewood PD Amendment)



WELLS NORTH TRACT (Bluewood) Exhibit B - Concept Plan

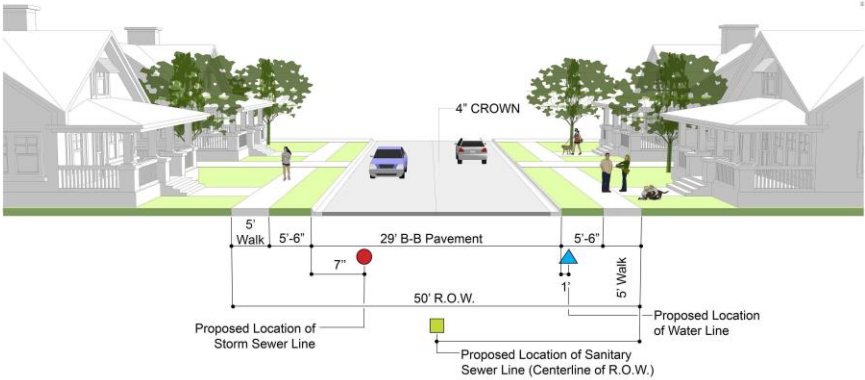
📍 Celina, TX 📅 December 01, 2017
The information shown is based on the best information available and is subject to change without notice.



Attachment: PD-65 Bluewood Ordinance.docx (Bluewood PD Amendment)

Exhibit C
Street Section

Neighborhood Street (Typ.)



UTILITIES LEGEND	
	Storm Sewer Line
	Sanitary Sewer Line
	Water Line

INDEX MAP



WELLS NORTH TRACT / Screening and Landscaping Street Sections

📍 Celina, TX
The information shown is based on the best information available and is subject to change without notice.



Exhibit D
Amended Development Standards

The development standards adopted by Ordinance 2016-25, establishing PD-65, shall remain in full force and effect except as follows:

1. Within Areas A through E, at full build out (i) a maximum of 50 percent shall be Type I lots; (ii) a minimum of 30 percent shall be Type II lots; and (iii) a minimum of 7.5 percent shall be Type III lots.
2. The Concept Plan attached to Ordinance 2016-25 shall be replaced with the Concept Plan attached to this Ordinance as Exhibit B.
3. All future internal roads may be constructed as 29-foot roads instead of 31-foot roads in accordance with the street section attached to this Ordinance as Exhibit C.
4. The developer shall stripe bike lanes along Bluewood Way and Kinship Parkway within the Property.
5. All sidewalks within the Property shall be a minimum of five feet in width.

Attachment: PD-65 Bluewood Ordinance.docx (Bluewood PD Amendment)

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March 20, 2018

Zoning Case: PD-65, Planned Development Amendment (Bluewood)

Members of the Planning & Zoning Commission:

I, Kathleen Davis, with property located at 2704 Old Stables Dr., Celina, Texas
 (NAME) (ADDRESS)

 SupportPhone: 214-274-7252X OpposeEmail: Kboyd85@gmail.com

The proposed zoning change for the following reasons. (Use space on back if more room is needed):

I'm opposed to fewer larger lots due to the
possible reduction in local property value.



**NOTICE OF PUBLIC HEARING TO
PROPERTY OWNER WITHIN 200 FEET OF PROPERTY
SUBJECT TO PROPOSED ZONING CHANGE**

The Planning & Zoning Commission will conduct a public hearing at 5:30 p.m. March 20, 2018 to consider testimony and act upon a Planned Development amendment for PD-65, Bluewood Planned Development zoning district; being an approximately 244.136 acre tract of land situated in the Shelby Glass Survey, Abstract No. 346 and the J. Cahill Survey, Abstract No. 171, Collin County, Texas. The property is generally located on the north side of Ownsby Parkway at Bluewood Way. The applicant is requesting a change in the minimum percentage of 70 foot width and 60 foot width lots, as follows:

Type of Lot	Current	Proposed
70 foot width lots	Minimum 15%	Minimum 7½%
60 foot width lots	Minimum 35%	Minimum 30%
50 foot width lots	Maximum 50%	Maximum 50%

You may note that 50 + 30 + 7.5 does not add up to 100%. These percentages would allow Hillwood's builders the flexibility of building either Type II or Type III lots, so long as the stated minimum and maximum percentages hold overall in the development.

CURRENT ZONING DISTRICT: PD-65, Planned Development (Bluewood)

REQUESTED ZONING DISTRICT: PD-65, Planned Development, Amended (Bluewood)

According to the most recently approved City tax roll, you are the owner of property within 200 feet of the property which is the subject of the proposed zoning change case. The meeting shown above is open to the public, and you will have the right to speak for or against the proposed planned development during the public hearing portion of the meeting. You may also register your opinion by returning this form to the Department of Development Services, 142 N. Ohio Street, Celina, Texas, 75009.

The Planning & Zoning Commission forwards its recommendations for any zoning request to the City Council after conducting a public hearing. Cases recommended for approval are automatically scheduled for a public hearing before the City Council at the next available public meeting, which will be held on April 10, 2018 at 5 p.m. Cases recommended for denial may be appealed by the applicant within thirty (30) days. At that time a hearing will be scheduled before the City Council.

You may contact the Department of Development Services, 142 N. Ohio Street, Celina, Texas, 75009 for additional information, or contact Ben Rodriguez, AICP, Planning Manager by phone at 972-382-2682 Ext. 1022 or by e-mail at brodriguez@celina-tx.gov

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March 20, 2018

Zoning Case: PD-65, Planned Development Amendment (Bluewood)

Members of the Planning & Zoning Commission:

I, ERIK MELANIE GEIGER, with property located at 1123 E Ownsby Pkwy, Celina, Texas
(NAME) (ADDRESS)

☐ Support

Phone: 972-800-0094

☒ Oppose

Email: egeiger244@sbcglobal.net

The proposed zoning change for the following reasons. (Use space on back if more room is needed):

We believe the ORIGINAL 15% 70' Lot Minimum
IS A 'Non-Negotiable' CHANGING it 'Lower' seems
Like a 'Bait + SWITCH' TACTIC.

Erik A. Geiger
SIGNATURE

3-4-18
DATE

Attachment: Opposition Letter - Geiger (Bluewood PD Amendment)

maximum percentage of the total area of the property.
CURRENT ZONING DISTRICT: PD-65, Planned Development (Bluewood)

REQUESTED ZONING DISTRICT: PD-65, Planned Development, Amended (Bluewood)

8.B.d

According to the most recently approved City tax roll, you are the owner of property within 200 feet of the property which is the subject of the proposed zoning change case. The meeting shown above is open to the public, and you will have the right to speak for or against the proposed planned development during the public hearing portion of the meeting. You may also register your opinion by returning this form to the Department of Development Services, 142 N. Ohio Street, Celina, Texas, 75009.

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March 20, 2018

Zoning Case: PD-65, Planned Development Amendment (Bluewood)

Members of the Planning & Zoning Commission:

I, ANGELA HALL, with property located at 1025 E. OWNSBY PRKY, Celina, Texas
(NAME) (ADDRESS)

☐ Support

Phone: 913-553-7560

☒ Oppose

Email: pmh54@sbcglobal.net

The proposed zoning change for the following reasons. (Use space on back if more room is needed) WE ALREADY HAVE FLOODING IN OUR YARD FROM THAT DEVELOPMENT

CELINA CONTINUES TO CHANGE ITS ZONING TO ALLOW FOR MORE TAX REVENUE BASED ON HIGHER DENSITY - I UNDERSTAND THAT. HOWEVER, WILL CREATE MORE TRAFFIC IN FRONT OF OUR HOME - MAKING AN ADVERSE IMPACT
G. Hall 3-12-18
SIGNATURE DATE

ON OUR VALUE OF OUR HOME & ABILITY TO SELL. I REGRET MOVING TO CELINA

Attachment: Opposition Letter - Hall (Bluewood PD Amendment)

From: Luanne Laird <lmrl66@live.com>

Sent: Wednesday, March 21, 2018 4:08 PM

To: Benjamin Rodriguez

Subject: Bluewood Development

Mr. Rodriguez:

My husband and I are out of Texas this week so we were unable to attend the meeting.

Please rest assured we are not in favor of Bluewood Development trying to make the lots 83 smaller than originally agreed upon. They will be small enough as it is. We want to see if they can build even more houses on their land. However the original plan for the pockets!

Thank you,
Luanne and Michael Laird
3975 Preston Hills Circle
Celina, TX 75009

Sent from my iPad

Attachment: Opposition Letter - Laird (Bluewood PD Amendment)

From: Charlotte Larson <ceplarson@sbcglobal.net>
Sent: Tuesday, March 20, 2018 6:42:16 PM
To: Benjamin Rodriguez
Subject: Hillside development

We attended the meeting to discuss the zoning changes to Bluewood tor t.

Please consider keeping the current plans in place. The four residents wh ook
original committee, and who approved the existing plan echoed all that v you
feel comfortable speaking but We do feel comfortable writing an email t ipos

Sincerely,
Alan & Charlotte Larson
3863 Preston Hills Circle
Celina, Texas 75009
(Preston Hills Estates)

Sent from my iPhone

Attachment: Opposition Letter - Larson (Bluewood PD Amendment)



**NOTICE OF PUBLIC HEARING TO
PROPERTY OWNER WITHIN 200 FEET OF PROPERTY
SUBJECT TO PROPOSED ZONING CHANGE**

The Planning & Zoning Commission will conduct a public hearing at 5:30 p.m. March 20, 2018 to consider testimony and act upon a Planned Development amendment for PD-65, Bluewood Planned Development zoning district; being an approximately 244.136 acre tract of land situated in the Shelby Glass Survey, Abstract No. 346 and the J. Cahill Survey, Abstract No. 171, Collin County, Texas. The property is generally located on the north side of Ownsby Parkway at Bluewood Way. The applicant is requesting a change in the minimum percentage of 70 foot width and 60 foot width lots, as follows:

Type of Lot	Current	Proposed
70 foot width lots	Minimum 15%	Minimum 7½%
60 foot width lots	Minimum 35%	Minimum 30%
50 foot width lots	Maximum 50%	Maximum 50%

You may note that 50 + 30 + 7.5 does not add up to 100%. These percentages would allow Hillwood's builders the flexibility of building either Type II or Type III lots, so long as the stated minimum and maximum percentages hold overall in the development.

CURRENT ZONING DISTRICT: PD-65, Planned Development (Bluewood)

REQUESTED ZONING DISTRICT: PD-65, Planned Development, Amended (Bluewood)

According to the most recently approved City tax roll, you are the owner of property within 200 feet of the property which is the subject of the proposed zoning change case. The meeting shown above is open to the public, and you will have the right to speak for or against the proposed planned development during the public hearing portion of the meeting. You may also register your opinion by returning this form to the Department of Development Services, 142 N. Ohio Street, Celina, Texas, 75009.

The Planning & Zoning Commission forwards its recommendations for any zoning request to the City Council after conducting a public hearing. Cases recommended for approval are automatically scheduled for a public hearing before the City Council at the next available public meeting, which will be held on April 10, 2018 at 5 p.m. Cases recommended for denial may be appealed by the applicant within thirty (30) days. At that time a hearing will be scheduled before the City Council.

You may contact the Department of Development Services, 142 N. Ohio Street, Celina, Texas, 75009 for additional information, or contact Ben Rodriguez, AICP, Planning Manager by phone at 972-382-2682 Ext. 1022 or by e-mail at brodriguez@celina-tx.gov

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March 20, 2018

Zoning Case: PD-65, Planned Development Amendment (Bluewood)

Members of the Planning & Zoning Commission:

I, Tina & Donald McMahon, with property located at 2808 Morgan Drive, Celina, Texas
(NAME) (ADDRESS)

☒ Support
☐ Oppose

Phone: 469-226-9011 ; 214-517-0663

Email: TLMA999@gmail.com

The proposed zoning change for the following reasons. (Use space on back if more room is needed):

The lot sizes should stay the same as originally proposed. Trying to change this now is not logical - we do not want our property value impacted.

Jeric Mc
SIGNATURE

3/18/18
DATE



**NOTICE OF PUBLIC HEARING TO
PROPERTY OWNER WITHIN 200 FEET OF PROPERTY
SUBJECT TO PROPOSED ZONING CHANGE**

The Planning & Zoning Commission will conduct a public hearing at 5:30 p.m. March 20, 2018 to consider testimony and act upon a Planned Development amendment for PD-65, Bluewood Planned Development zoning district; being an approximately 244.136 acre tract of land situated in the Shelby Glass Survey, Abstract No. 346 and the J. Cahill Survey, Abstract No. 171, Collin County, Texas. The property is generally located on the north side of Ownsby Parkway at Bluewood Way. The applicant is requesting a change in the minimum percentage of 70 foot width and 60 foot width lots, as follows:

Type of Lot	Current	Proposed
70 foot width lots	Minimum 15%	Minimum 7½%
60 foot width lots	Minimum 35%	Minimum 30%
50 foot width lots	Maximum 50%	Maximum 50%

You may note that 50 + 30 + 7.5 does not add up to 100%. These percentages would allow Hillwood's builders the flexibility of building either Type II or Type III lots, so long as the stated minimum and maximum percentages hold overall in the development.

CURRENT ZONING DISTRICT: PD-65, Planned Development (Bluewood)

REQUESTED ZONING DISTRICT: PD-65, Planned Development, Amended (Bluewood)

According to the most recently approved City tax roll, you are the owner of property within 200 feet of the property which is the subject of the proposed zoning change case. The meeting shown above is open to the public, and you will have the right to speak for or against the proposed planned development during the public hearing portion of the meeting. You may also register your opinion by returning this form to the Department of Development Services, 142 N. Ohio Street, Celina, Texas, 75009.

The Planning & Zoning Commission forwards its recommendations for any zoning request to the City Council after conducting a public hearing. Cases recommended for approval are automatically scheduled for a public hearing before the City Council at the next available public meeting, which will be held on April 10, 2018 at 5 p.m. Cases recommended for denial may be appealed by the applicant within thirty (30) days. At that time a hearing will be scheduled before the City Council.

You may contact the Department of Development Services, 142 N. Ohio Street, Celina, Texas, 75009 for additional information, or contact Ben Rodriguez, AICP, Planning Manager by phone at 972-382-2682 Ext. 1022 or by e-mail at brodriguez@celina-tx.gov

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March 20, 2018

Zoning Case: PD-65, Planned Development Amendment (Bluewood)

Members of the Planning & Zoning Commission:

I, DANIEL SUGES, with property located at 2707 OLD STABLES, Celina, Texas
(NAME) (ADDRESS)

☐ Support

Phone: 214-704-1748

☒ Oppose

Email: dsuges@yahoo.com

The proposed zoning change for the following reasons. (Use space on back if more room is needed):

SIGNATURE

3-5-2018
DATE

Attachment: Opposition Letter - Sugés (Bluewood PD Amendment)

From: Dick Waina [mailto:rbwla@att.net]

Sent: Tuesday, March 20, 2018 1:23 PM

To: Alexis Jackson <ajackson@Celina-tx.gov>; Benjamin Rodriguez <brod...ez@...>

Subject: P&Z meeting Tue, Mar 20

Importance: High

The owners of the Bluewood development (Wells North) are requesting to allow for more smaller lots and reduce the number of the lots.

I want to register a strong protest to this proposed rezoning. I have their agreement re the large (?) lots and now they're trying to change it.

Please let the P&Z members know of my input.

Thanks.

Dick Waina

Attachment: Opposition Letter - Waina (Bluewood PD Amendment)

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March 20, 2018

Zoning Case: PD-65, Planned Development Amendment (Bluewood)

Members of the Planning & Zoning Commission:

I, JUSTIN S. WELLER, with property located at 2708 OLD STAPLES DR, Celina, Texas
 (NAME) (ADDRESS) ~~CELINA, TEXAS~~

☐ Support
Phone: 469 202 2507
☒ Oppose

Email: _____

The proposed zoning change for the following reasons. (Use space on back if more room is needed):

THE LAST TIME A PROPOSAL WAS SENT FOR ME TO VOTE ON ABOUT BLUEWOOD
THE MAP INDICATED THE ELEMENTARY SCHOOL WOULD DIRECTLY RAMP UP TO
MY PROPERTY - THAT WAS A LIE. NO CREDIBILITY SO I VOTE NO!

Justin Weller
 SIGNATURE

3/3/18
 DATE

Attachment: Opposition Letter - Weller (Bluewood PD Amendment)

From: Cindy Wilson <wilson2114@att.net>
Sent: Tuesday, March 20, 2018 4:58 PM
To: Benjamin Rodriguez
Subject: Bluewood Subdivision

Please make the developers of Bluewood follow through on their original promise of not allowing developers changing their minds in the middle of the building process. I was born and raised at a hospital in Louisiana with my dad. Thank you!

Cindy Wilson

Sent from my iPhone

Attachment: Opposition Letter - Wilson (Bluewood PD Amendment)

WESTGATE HS CELINA INVESTMENTS LP

6519 WESTGATE DRIVE
DALLAS, TEXAS 75254
TELEPHONE: (214) 289-0991
HILLSMAN@SWBELL.NET

March 19, 2018

VIA email: brodriguez@celina-tx.gov

Planning and Zoning Commission
City of Celina
c/o Department of Development Services
142 N. Ohio Street
Celina, Texas 75009

Re: Proposed Amendment to Celina Ordinance 2016-25
Wells North Zoning PD-65 (the "Amendment")

Dear Commissioners:

We own the Celina Hills property directly east of and adjacent to the Bluewood property. We are writing in support of the Amendment.

The changes represented by the Amendment are beneficial for many reasons, including: (1) the changes maintain the buffer zone of 70' wide lots which will continue to protect the adjacent homeowners; and (2) the changes permit additional 60' wide lots which are more desirable for future Celina home buyers. It is a win-win for all involved.

Many thanks to all the Commissioners and the Planning staff for your hard work and service. You help make Celina great.

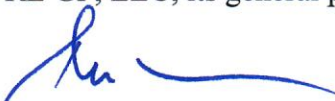
We desire that you vote to approve the Amendment.

If you have any questions or issues, please feel free to contact me.

Very truly yours,

WESTGATE HS CELINA INVESTMENTS, L.P.,

By: HFI Irving RE GP, LLC, its general partner

By: 

Thomas C. Hillsman
Authorized Signatory

Attachment: Support Letter - Hillsman (Bluewood PD Amendment)

March 20, 2018

Zoning Case: PD-65, Planned Development Amendment (Bluewood)

8.B.m

Members of the Planning & Zoning Commission:

I, David Werner, with property located at 2800 Morgan Dr., Celina, Texas
 (NAME) (ADDRESS)

☒ Support

Phone: _____

☐ Oppose

Email: _____

The proposed zoning change for the following reasons. (Use space on back if more room is needed):

David E Werner
 SIGNATURE

3-5-18
 DATE

kwequity@outlook.com

To: brodriguez@celina-tx.gov
 Subject: Bluewood PD-65 Zoning Amendment

Ben,

I spoke with the Hillwood officials about this pending change to their zoning. I now understand that the City has been forced to renegotiate some of the previous development agreements with various developers in order to keep some road improvements on schedule and other concerns. Based on this new information, I withdraw my opposition to this zoning amendment and now support the change.

Thank you,

Ken Wood



 Cut here

March 20, 2018

Zoning Case: PD-65, Planned Development Amendment (Bluewood)

Members of the Planning & Zoning Commission:

I, Ken Wood, with property located at CR83 Owensby & Coit Road, Celina, Texas
 (NAME) (ADDRESS)

☒ Support

☐ Oppose

Phone: 972-347-2652

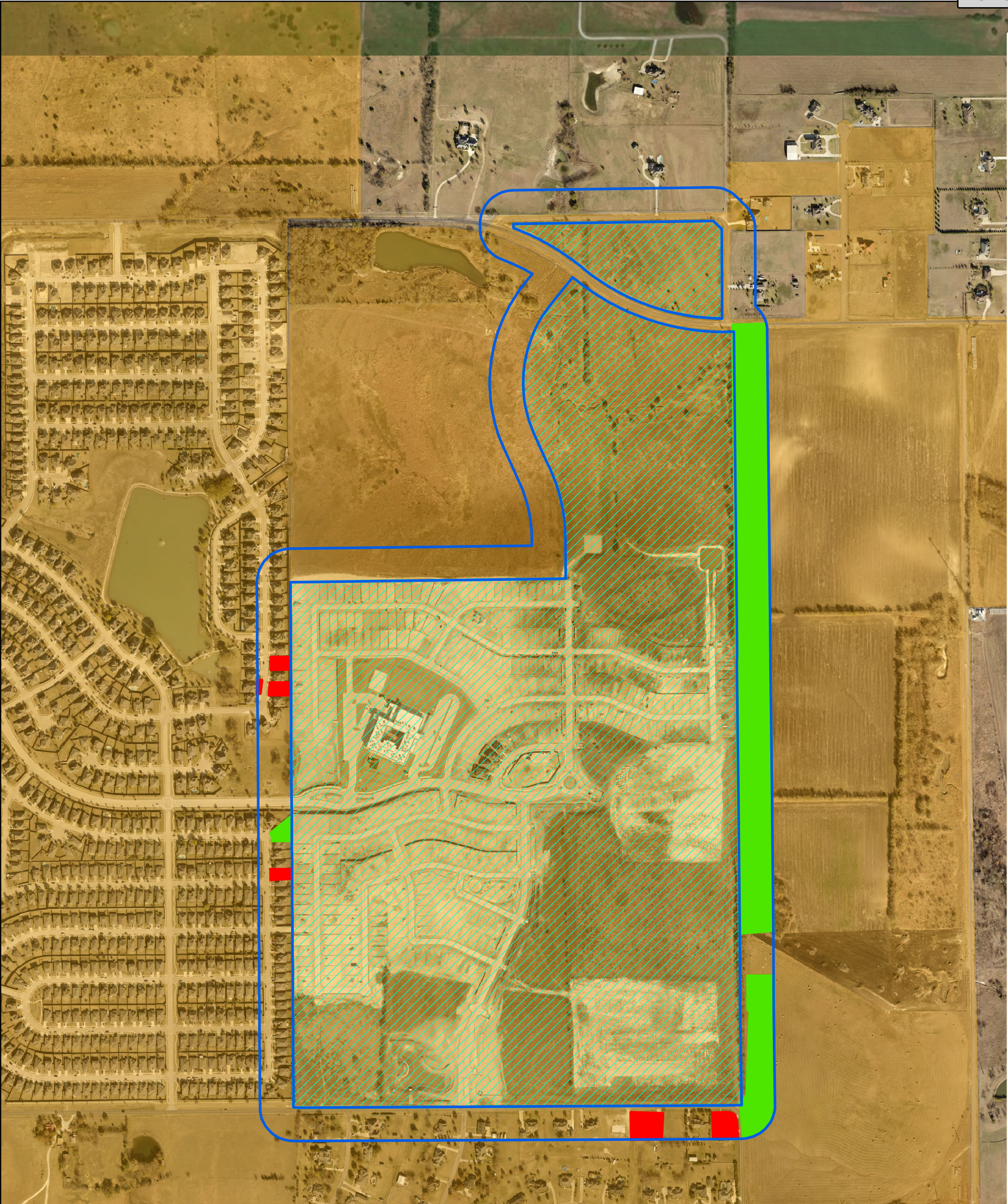
Email: Ken@Kwoodco.com

The proposed zoning change for the following reasons. (Use space on back if more room is needed):

SIGNATURE

DATE

Attachment: Support Letter - Wood (Bluewood PD Amendment)



Property ID	Owner	Address	City	State	Zip	Acreage
2628459	DAVIS KATHLEEN B	2704 OLD STABLES DR	CELINA	TX	75009-4676	0.2
2628461	WELLER JUSTIN & STACY WELLER	2708 OLD STABLES DR	CELINA	TX	75009-4676	0.2
2054444	GEIGER ERIK A & MELANIE M	1123 E OWNSBY PKWY	CELINA	TX	75009-0677	0.5
2054447	ANGELA M HALL	1025 E OWNSBY PKWY	CELINA	TX	75009-0470	0.6
2628397	DANIEL SUGES	2707 OLD STABLES DR	CELINA	TX	75009-4678	0.0
2608815	TINA & DONALD MCMAHON	2808 MORGAN DR	CELINA	TX	75009-4650	0.1
					TOTAL ACREAGE = 1.83 ACRES	
					200 FT BUFFER ACREAGE = 77.6 ACRES	
					PERCENT OPPOSITION = 2.4%	

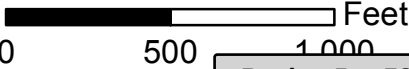
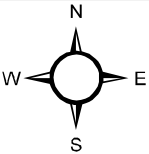


Opposition Map

Date: 4/5/2018

Legend

- 200 Ft Buffer
- Support
- Opposition
- Bluewood
- Parcels
- City Limits





Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Planning Manager
 CC: Jason Laumer, City Manager
 Date: April 10, 2018
 Re: Celina 10 Annexation - First Public Hearing

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony on the proposed voluntary annexation of a tract of land located within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas, more particularly described as a 10.346 acres situated in the M.L. Ousley, J.C. Floyd, and the J.M Floyd Survey, Abstract No. 1053, Collin County, Texas, and generally located west of Business 289 (N. Louisiana Street) and approximately 740 feet north of County Road 95. (Celina 10 Industrial Park) (Rodriguez)

Applicant:

GBT Celina 10, Ltd.
 9550 John W. Elliott Drive, Suite 106
 Frisco, Texas 75033

Background Information:

Below is the anticipated annexation schedule for the properties described and shown in Exhibits A and B. The property does not currently have an agricultural exemption and no pre-annexation offer is required.

March 13, 2018	Council acted on a resolution setting dates and times of the two public hearings for April 10, 2016 at 5:00 p.m. and May 8, 2016 at 5:00 p.m.
March 29, 2018	Notice of public hearing published
March 29, 2018	Notice of annexation sent to school districts and utilities
March 29, 2018	Notice of public hearing posted on City website
April 10, 2018	Council to hold first of two (2) public hearings.
May 8, 2018	Council to hold second of two (2) public hearings
May 8, 2018	Council to consider annexation ordinance

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

Annexation Exhibit 1

Annexation Exhibit 2

Staff Recommendation:

N/A

LEGAL DESCRIPTION

SITUATED in the M.L. Qusley, J.C. Floyd & J.M. Floyd Survey, Abstract No. 1053 and being all of that certain called 10.347 acre tract of land described in a Trustee's Deed to Effie Christie, dated May 10, 2010 and recorded in Document No. 20100510000463290, Deed Records, Collin County, Texas (D.R.C.C.T.) and being more particularly described by metes & bounds as follows:

BEGINNING at a 3/8 inch iron rod found on the east side of State Highway Business 289, for the southeast corner of said 10.347 acre Christie tract and the northeast corner of that certain called 2.42 acre tract of land described in a deed to Eddie Lee Landrum and Fae Lorene Landrum, recorded in Volume 1620, Page 720, D.R.C.C.T. and same being on the west line of that certain called 58.464 acre tract of land described as "First Tract" in a deed to Jane Huddleston and Billie Ray Huddleston, recorded in Document No. 93-0101757, D.R.C.C.T.;

THENCE: North 89 deg. 08 min. 57 sec. West (Reference Bearing), across said State Highway Business 289, along the common line of said Christie and Landrum tracts, at 73.87 feet, passing a 3/8 inch iron rod found for reference on the west side of said highway and continuing along said common line for a total distance of 858.55 feet to a 3/8 inch iron rod found for the southwest corner of said Christie tract and the northwest corner of said Landrum tract and said point also being on the east line of that certain called 10.000 acre tract of land described in a deed to Manuel Luna, Jr. and Angelina Luna, recorded in Volume 5072, Page 4790, D.R.C.C.T.;

THENCE: North 00 deg. 27 min. 31 sec. East, along the common line of said Christie and Luna tracts, a distance of 524.86 feet to a 3/8 inch iron rod found for the northwest corner of said Christie tract and same being the southwest corner of that certain called 7.455 acre tract of land described in a deed to Frisco Construction Services, LLC (FCS), recorded in Volume 6036, Page 1022, D.R.C.C.T.;

THENCE: South 89 deg. 10 min. 11 sec. East, along the common line of said Christie tract and FCS tract, at 793.45 feet, passing a 1/2 inch iron rod found for reference on the west side of the above described State Highway Business 289 and continuing along the north line of said Christie tract, across said highway, a total distance of 858.22 feet to a 1/2 inch iron rod found for the northeast corner of said Christie tract, on the east side of said State Highway Business 289 and same being on the west line of the above described 58.464 acre Huddleston tract;

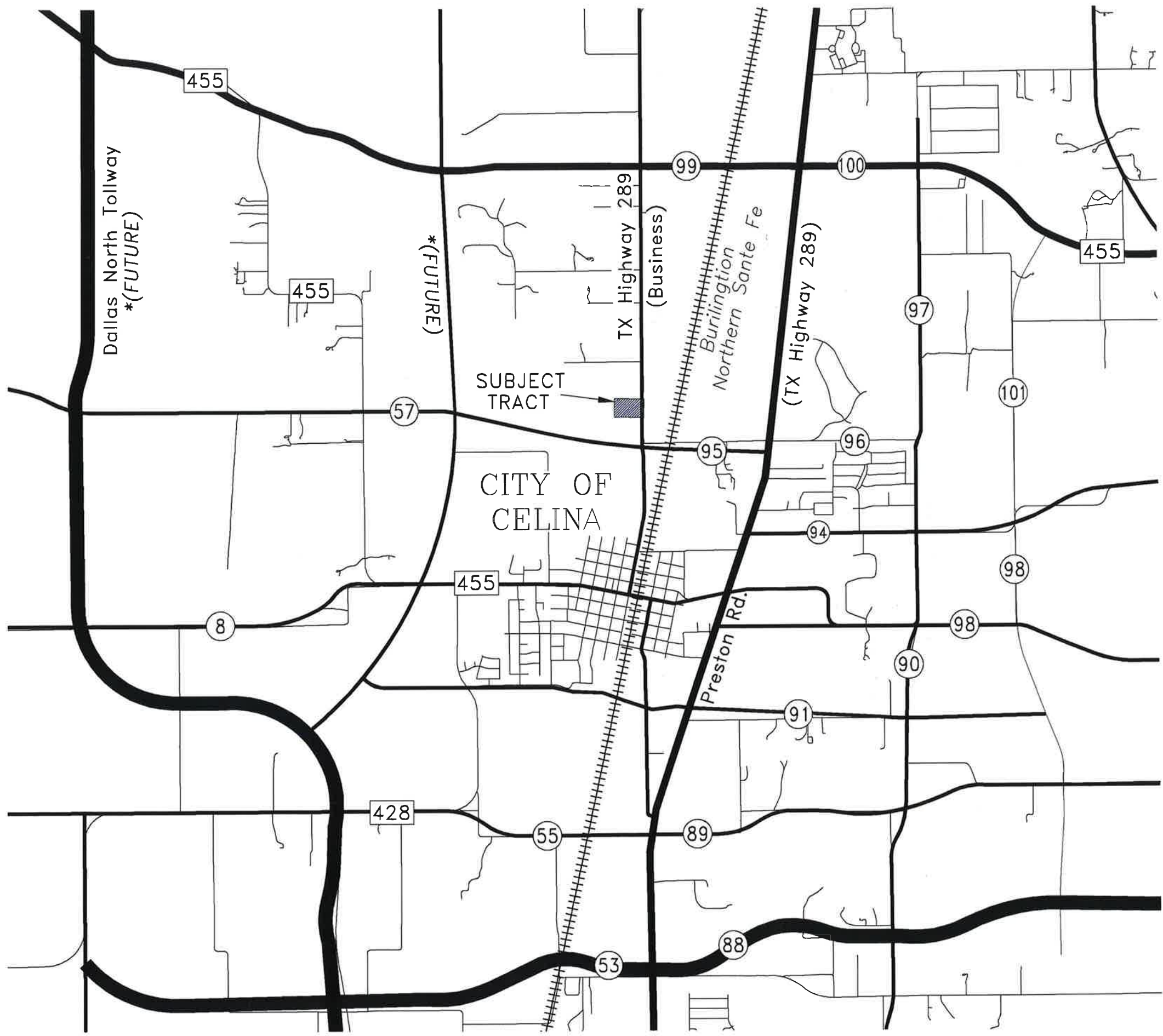
THENCE: South 00 deg. 25 min. 21 sec. West, along the east side of said highway and along the common line of said Christie and Huddleston tracts, a distance of 525.17 feet to the POINT OF BEGINNING and containing 450,655 square feet or 10.346 acres of land.

Prepared Under My Hand & Seal,
This 31st Day of May, 2017.



Lawrence H. Ringley, R.P.L.S.
State of Texas, No. 4701





SCALE: 1" = 3,000'

LEGEND

- 99 = COUNTY ROAD
- 455 = FARM TO MARKET ROAD



ANNEXATION EXHIBIT

Being
10.346 ACRE TRACT
situated in the
M.L. Qusley, J.C. Floyd & J.M. Floyd Survey
Abstract No. 1053
Collin County, Texas



RINGLEY & ASSOCIATES, INC.
SURVEYING • MAPPING • PLANNING
Texas Firm Registration No. 10061300
701 S. Tennessee - McKinney, Texas 75069
(972) 542-1266

Drawn by	Date	Scale	Job	Title	Sheet
Mark Steel	05/31/17	1"=3,000'	16112	16112	

Packet Pg. 526

FRISCO CONSTRUCTION SERVICES, LLC
 Called 7.455 Acres
 Vol. 6036, Pg. 1022
 D.R.C.C.T.

3/8" IRF

S 89°10'11" E - 858.22'

1/2" IRF

1/2" IRF



SCALE: 1" = 100'

MANUEL LUNA, JR. &
 ANGELINA LUNA
 Called 10.000 Acres
 Vol. 5072, Pg. 4790
 D.R.C.C.T.

N 00°27'31" E - 524.86'

GBT CELINA 10, LLC
 Called 10.347 Acres
 Doc. No. 20170123000099340
 D.R.C.C.T.

450,655 Sq. Feet
 10.346 Acres

M.L. QUSLEY, J.C. FLOYD & J.M.
 FLOYD SURVEY
 A-1053

20' City of Celina
 Sanitary Sewer Easement
 Doc. No. 20080604000674850 &
 Doc. No. 20080604000678540
 D.R.C.C.T.

JANE HUDDLESTON &
 BILLIE RAY HUDDLESTON
 (First Tract) Called 58.464 Acres
 Doc. 93-0101757
 D.R.C.C.T.

(Variable Width Right-of-Way)
BUSINESS HIGHWAY 289
 S 00°25'21" W - 525.17'

**POINT OF
 BEGINNING**

3/8" IRF (CM)

3/8" IRF
(CM)

N 89°08'57" W - 858.55'

EDDIE LEE LANDRUM &
 FAE LORENE LANDRUM
 Called 2.42 Acres
 Vol. 1620, Pg. 720
 D.R.C.C.T.



ANNEXATION EXHIBIT

Being
10.346 ACRE TRACT
 situated in the
 M.L. Qusley, J.C. Floyd & J.M. Floyd Survey
 Abstract No. 1053
 Collin County, Texas

 RINGLEY & ASSOCIATES, INC. SURVEYING • MAPPING • PLANNING Texas Firm Registration No. 10061300 701 S. Tennessee - McKinney, Texas 75069 (972) 542-1266					
Texas Firm Registration No. 10061300					
Drawn by	Date	Scale	Job	Title	Sheet
Mark Stahl	05/31/17	1"=100'	16112	16112-EV-ANY DWG	2 of 2



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Alexis Jackson, Director of Development Services
CC: Jason Laumer, City Manager
Date: April 10, 2018
Re: Preston Park Estates Lot 19 Replat

Action Requested:

Conduct a public hearing to consider testimony and act upon a residential replat for Lots 19A & 19B of Preston Park Estates, Phase II being an approximately 8.64 acre tract of land, situated in the B.E. Blackwell Survey, Abstract No. 1073, Collin County, Texas, City of Celina ETJ. The property is generally located west of CR 132, south and east of CR 106, and north of CR 102 (Preston Park Estates Phase 2 Replat) (Rodriguez)

Applicant:

Robert Patton
2181 Kallee Cove
Celina, TX 75009

Background Information:

The applicant is requesting to replat a single 8.64 acre tract of land into two tracts, one 1.7 acres in size and the other 6.941 acres in size. The property is located in the City's extraterritorial jurisdiction (ETJ).

Collin County has not yet approved the OSSF (septic facility plan) for the proposed lots.

Per the applicant's Surveyor, there are no deed restrictions prohibiting the subdivision of lots.

Board Review/Citizen Input:

Notices were mailed to all property owners within 200 feet of the subject tract and within the original subdivision. A notice was published in *The Celina Record*. As of the time of packet creation staff has received one letter in support of the replat request and no letters in opposition.

At the Regular Meeting of the Planning and Zoning Commission held on March 20, 2018, the Commission voted unanimously to recommend approval of the replat.

Supporting Documents:

- Proposed Replat
- Location Map
- Support Letter - Williamson/Higdon

Staff Recommendation:

Staff recommends approval on the condition that Collin County approves their proposed OSSF plan prior to the plat being recorded.



**NOTICE OF PUBLIC HEARING TO
PROPERTY OWNERS WITHIN 200 FEET OF PROPERTY
SUBJECT TO PROPOSED RESIDENTIAL REPLAT**

The Planning & Zoning Commission will conduct a public hearing at 5:30 p.m. March 20, 2018 to consider testimony and act upon a Residential Replat request for Lot 19 of Preston Park Estates, Phase II, being an approximately 8.64 acre tract of land, into two (2) residential lots. The property is located east of Preston Road and also east of CR 106. (Preston Park Estates Lot 19 Replat)

State law requires cities to notify property owners within 200 feet of any proposed residential replat. According to the most recently approved City tax roll, you are the owner of property within 200 feet of the property which is the subject of the proposed residential replat. The meeting shown above is open to the public, and you will have the right to speak for or against the proposed residential replat during the public hearing portion of the meeting. You may also register your opinion by returning this form to the Department of Development Services, 142 N. Ohio Street, Celina, Texas, 75009.

The Planning & Zoning Commission forwards its recommendations for any residential replat to the City Council after conducting a public hearing. Cases recommended for approval are automatically scheduled for a public hearing before the City Council at the next available public meeting, which will be held on April 10, 2018 at 5 p.m. Cases recommended for denial may be appealed by the applicant within thirty (30)

You may contact the Department of Development Services, 142 N. Ohio Street, Celina, Texas, 75009 for additional information, or contact Ben Rodriguez, AICP, Planning Manager by phone at 972-382-2682 Ext. 1022 or by e-mail at brodriguez@celina-tx.gov

Cut here

March 20, 2018

Residential Replat: Preston Park Estates Lot 19 Replat

Members of the Planning & Zoning Commission:

I, Carolyn J. Williamson with property located at 2130 Kalke Cove, Celina, Texas
(NAME) (ADDRESS)

☒ Support

Phone: 214-929-9933

☐ Oppose

Email: johnfhigdon@gmail.com

The proposed residential replat for the following reasons. (Use space on back if more room is needed):

Huge lot; plenty of room for two
homes; looking forward to more great
neighbors; Patton family is wonderful.

SIGNATURE

Carolyn J. Williamson
John F. Higdon

DATE

3-10-18

3-10-18

Attachment: Letter of Support (Preston Park Estates Residential Replat)



CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	21°20'58"	350.00'	130.42'	S 79°31'45" E	129.66'
C2	26°11'51"	450.00'	205.71'	S 81°45'15" E	203.92'

PRESTON PARK ESTATES
PHASE II
CABINET P, PAGE 228

STATE OF TEXAS
COUNTY OF COLLIN

COLLIN COUNTY NOTES:

1. "Collin County permits are required for building construction, and on-site sewage facilities."
2. There is an existing structure with an existing OSSF on Lot 19A.
3. There are no water wells noted in this subdivision and no water wells are allowed without prior approval from Collin County Development Services.
4. Tree removal and/or grading for OSSF may be required on individual lots.
5. Individual site evaluations and OSSF design plans (meeting all State and County requirements) must be submitted to and approved by Collin County for each lot prior to construction of any OSSF system.
6. NOTE: This OSSF Review shall remain valid for twelve (12) months from the date of approval, after which it will be automatically void.
7. Must maintain state-mandated setback of all On-Site Sewage Facility components from any/all easements and drainage areas, water distribution lines, sharp breaks and/or creeks/rivers/ponds, etc. (Per State regulations).

HEALTH DEPARTMENT CERTIFICATION

I hereby certify that the onsite sewer facilities described on this plat conform to applicable OSSF laws of the State of Texas, of Texas, that site evaluations have been submitted representing the site conditions in the area in which on-site sewage facilities are planned to be used.

Registered Sanitarian or Designated Representative
Collin County Development Services

PURPOSE OF THIS PLAT:

The purpose of this plat is to create 2 Lots.

FLOOD NOTE:

This tract falls in Zone X (unshaded) according to the Flood Insurance Rate Map, Panel No. 48085C0040 J, Revised June 2, 2009 as published by the Federal Emergency Management Agency.

STANDARD NOTES

1. Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law, and is subject to fines and withholding of utilities and building permits.
2. Basis of bearings is the east line of Lot 19 (SOUTH) as shown on the Plat of Preston Park Estates, Phase II as recorded in Cabinet P, Page 228, Plat Records of Collin County, Texas.
3. Property ID: 2579410 — Geographic ID: R-8695-000-0190-1

WHEREAS Robert and Jennifer Patton are the Owners of a tract of land situated in the B. F. Blackwell Survey, Abstract 1073, Collin County, Texas and being all of a tract conveyed to Robert and Jennifer Patton as recorded in Volume 5873, Page 1782, Land Records of Collin County, Texas, and being Lot 19, Block B, of Preston Park Estates, Phase II, an Addition to Collin County, Texas, according to the Map thereof recorded in Cabinet P, Page 228, Plat Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with a yellow plastic cap stamped ("GEER") found at the northwest corner of said Lot 19, said capped iron rod being at the intersection of the east ROW line of CR No. 106 and the south ROW line of Kallee Cove;

THENCE DUE EAST following the south ROW line of Kallee Cove a distance of 249.93' to a 1/2" iron rod found for corner at the beginning of a curve to the right;

THENCE along said curve to the right following the south ROW line of Kallee Cove through a central angle of 21°20'58", a radius of 350.00', an arc length of 130.42', with a chord bearing of S 79°31'45" E, and a chord length of 129.66' to a 1/2" iron rod with a yellow plastic cap stamped ("4613") found for corner at the point of a reverse curve to the left,

THENCE along said reverse curve to the left following the south ROW line of Kallee Cove through a central angle of 26°11'51", a radius of 450.00', an arc length of 205.71', with a chord bearing of S 81°45'15" E, and a chord length of 203.92' to a 1/2" iron rod with a yellow plastic cap stamped ("4613") found for corner at the northeast corner of said Lot 19;

THENCE DUE SOUTH following the east line of said Lot 19 a distance of 600.00' to a 1/2" iron rod with a yellow plastic cap stamped ("5560") found for corner at the southeast corner of said Lot 19;

THENCE N 89°41'35" W following the south line of said Lot 19 a distance of 426.09' to a 1/2" iron rod found for corner;

THENCE S 89°54'41" W following the south line of said Lot 19 a distance of 187.07' to a 1/2" iron rod found for corner;

THENCE N 00°22'30" E following the west line of said Lot 19 a distance of 275.09' to a 1/2" iron rod with a yellow plastic cap stamped ("GEER") found for corner;

THENCE EAST following the west line of said Lot 19 a distance of 30.04' to a 1/2" iron rod with a yellow plastic cap stamped ("4613") found for corner;

THENCE N 00°18'53" E following the west line of said Lot 19 a distance of 375.74' to the POINT OF BEGINNING and containing 376,509 Square Feet or 8.643 Acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Robert & Jennifer Patton acting herein, does hereby adopt this plat designating the herein above described property as Replat of **PRESTON PARK ESTATES, PHASE II, Lots 19A and 19B**, Being a replat of Lot 19 of the Preston Park Estates, Phase II an addition to Collin County, Texas, as recorded in Cabinet P, Page 228, Plat Records of Collin County, Texas, and does hereby dedicate, in fee simple to the public use forever, the streets, rights-of-way, and other public improvements shown thereon. The streets and alleys, if any, are dedicated for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed on landscape easements, if approved by the Commissioners Court. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's use thereof. Collin County, and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. Collin County, and public utility entities shall at all times have the full right ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone. This plat approved subject to all platting ordinances, rules, regulations and resolutions of Collin County, Texas.

WITNESS, my hand this the ____ day of _____, 2018.

BY: NAME: Robert Patton, Owner
BY: NAME: Robert Patton, Owner

STATE OF TEXAS
COUNTY OF COLLIN

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

Given under my and seal of office, this ____ day of _____, 2018.

Notary Public in and for the State of Texas

My Commission Expires On: _____

STATE OF TEXAS
COUNTY OF COLLIN

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

Given under my and seal of office, this ____ day of _____, 2018.

Notary Public in and for the State of Texas

My Commission Expires On: _____

Approved for preparation of final plat following construction of all public improvements (or appropriate sureties thereof) necessary for the subdivision shown on this plat.

RECOMMENDED BY: Planning and Zoning Commission
City of Celina, Texas

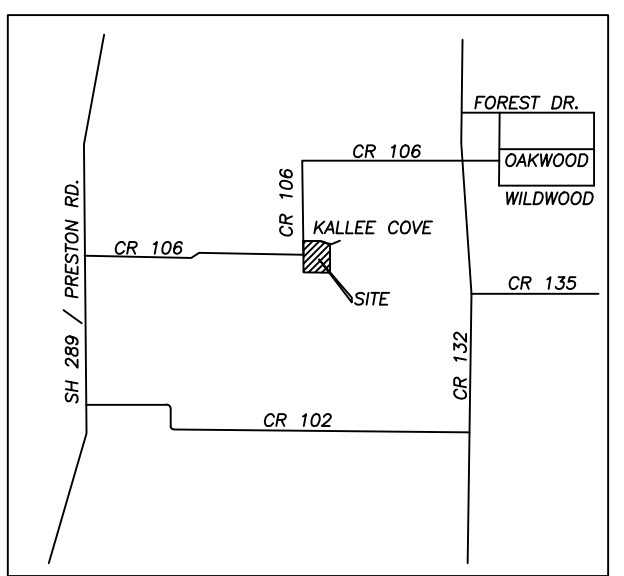
Signature of Chairperson Date of Recommendation

APPROVED BY: City Council
City of Celina, Texas

Signature of Mayor Date of Approval

ATTEST:

City Secretary Date

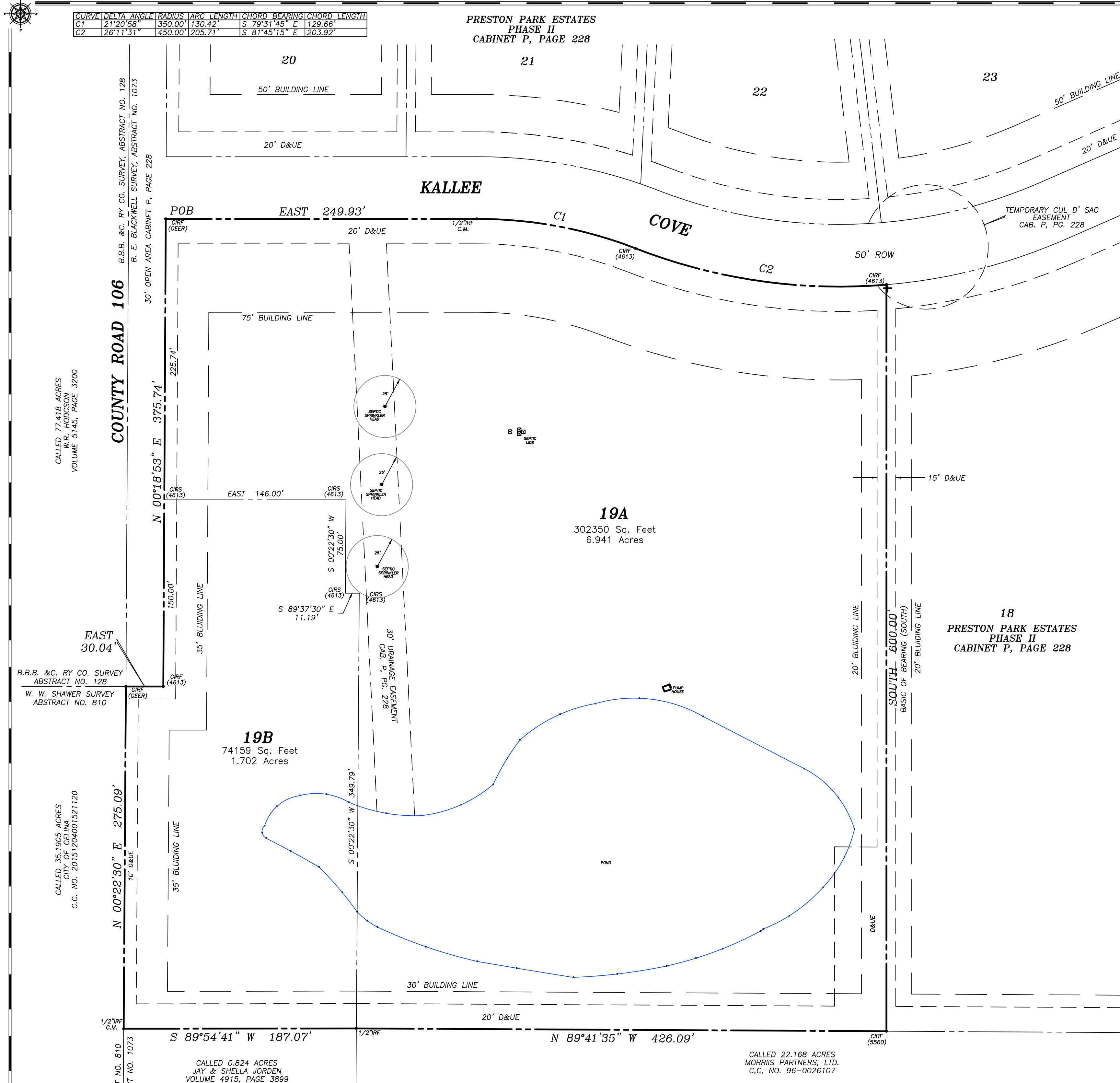


LOCATION MAP

**REPLAT
OF THE
PRESTON PARK ESTATES, PHASE II
LOTS 19A, & 19B
BEING A REPLAT OF LOT 19
PRESTON PARK ESTATES, PHASE II
AN ADDITION TO COLLIN COUNTY, TEXAS
AS RECORDED IN CABINET P, PAGE 228
OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS
B. F. BLACKWELL SURVEY
ABSTRACT NO. 1073
COLLIN COUNTY, TEXAS**

**OWNERS
ROBERT & JENNIFER PATTON**
P.O. BOX 126
2181 KALLEE COVE
CELINA, TEXAS 75009

**SURVEYOR
SURDUKAN SURVEYING, INC.**
P.O. BOX 126
ANNA, TEXAS 75409
(972) 924-8200
FIRM NO. 10069500



KNOW ALL MEN BY THESE PRESENTS:

That I, David J. Surdukan, do hereby certify that I prepared this plat from an actual accurate survey of the land and that the corner monuments shown thereon as "set" were properly placed under my personal supervision in accordance with the Subdivision Ordinance of the City of Celina.

DAVID J. SURDUKAN
R.P.L.S. NO. 4613

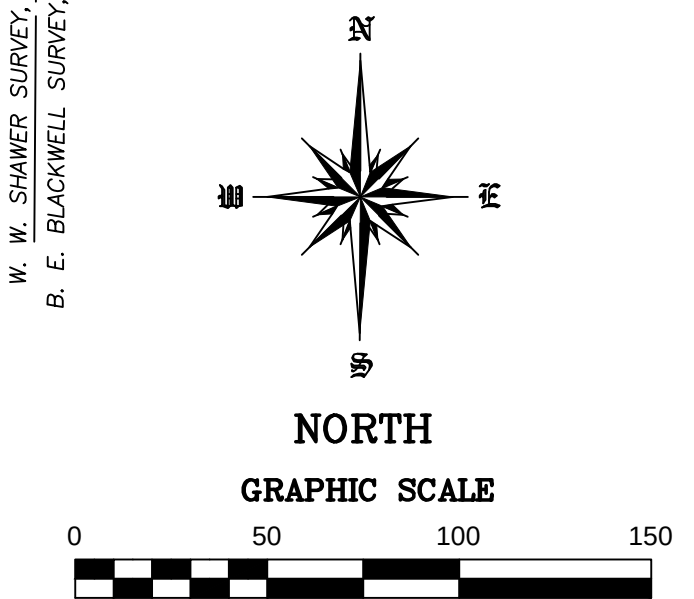
STATE OF TEXAS
COUNTY OF COLLIN

Before me, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared David J. Surdukan, Registered Professional Land Surveyor, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purpose and considerations therein expressed.

Given under my seal of office, this ____ day of _____, 2018.

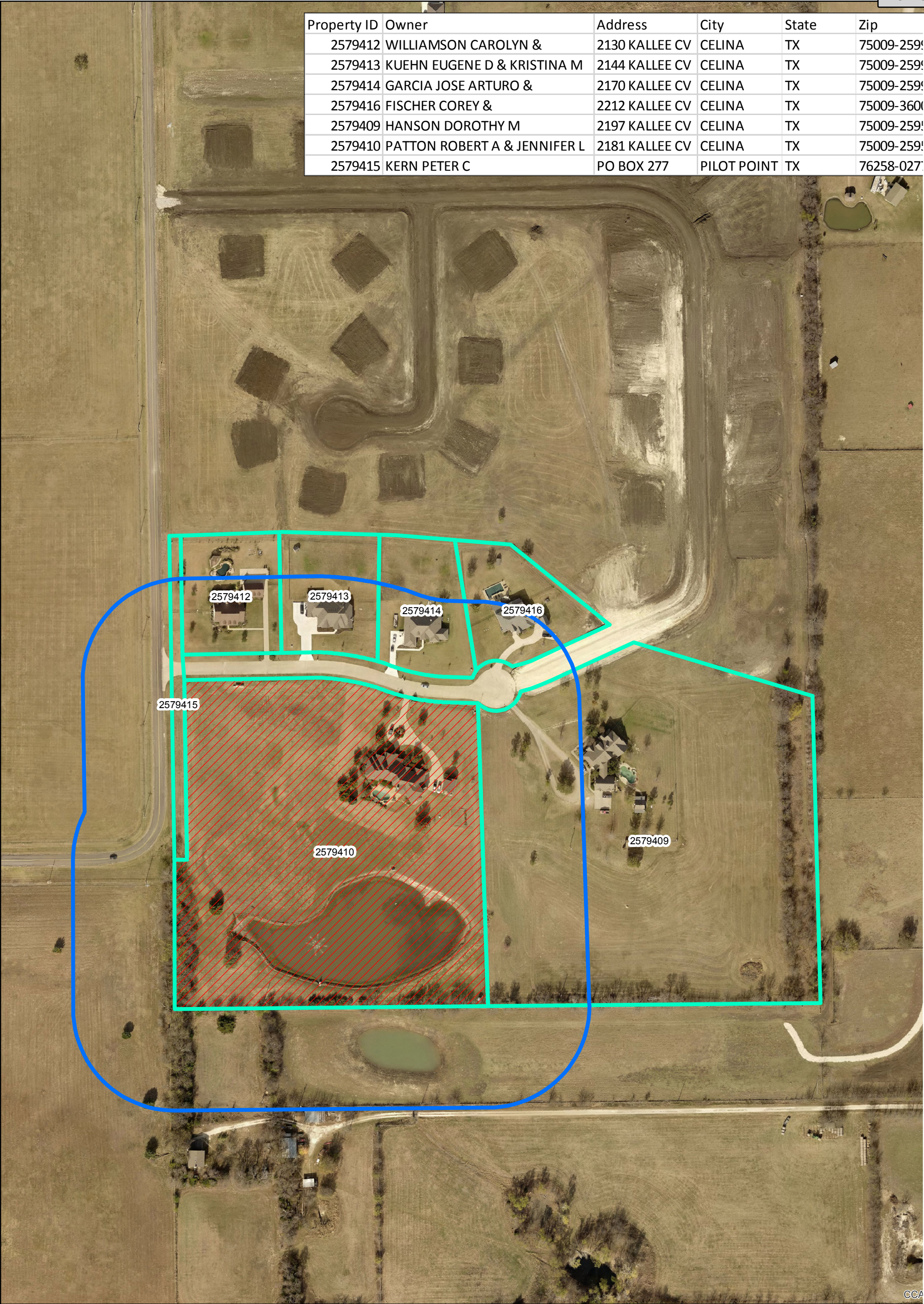
Notary Public in and for the State of Texas

My Commission Expires On: _____



LEGEND
C.M. = CONTROLLING MONUMENT
CIRF = CAPPED 1/2" IRON ROD SET STAMPED (4613)
IRF = IRON ROD FOUND
CIRF = CAPPED 1/2" IRON ROD FOUND STAMPED (GEER OR 5560)

Property ID	Owner	Address	City	State	Zip
2579412	WILLIAMSON CAROLYN &	2130 KALLEE CV	CELINA	TX	75009-2591
2579413	KUEHN EUGENE D & KRISTINA M	2144 KALLEE CV	CELINA	TX	75009-2591
2579414	GARCIA JOSE ARTURO &	2170 KALLEE CV	CELINA	TX	75009-2591
2579416	FISCHER COREY &	2212 KALLEE CV	CELINA	TX	75009-3601
2579409	HANSON DOROTHY M	2197 KALLEE CV	CELINA	TX	75009-2591
2579410	PATTON ROBERT A & JENNIFER L	2181 KALLEe CV	CELINA	TX	75009-2591
2579415	KERN PETER C	PO BOX 277	PILOT POINT	TX	76258-0271



Attachment: Preston Park Estates Phase 2 Location Map (Preston Park Estates Residential Replat)



**200 ft Buffer
Preston Park Estates
Phase 2**

Date: 3/15/2018

Legend

- Roads
- 200 ft Buffer
- Parcels
- Lot 19A & 19B

0 155 310 Feet

Packet Pg. 532