



**NOTICE OF
CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS 112 N. COLORADO ST., CELINA, TX 75009
TUESDAY, MAY 9, 2017 AT 5:00 PM**

AGENDA

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

- A. MADD presentation (Griggs)
- B. Flag presentation Congressman John Ratcliffe (Griggs)
- C. STEMI presentation (Metdker)
- D. Cajun Fest update (Matehuala)
- E. Gigabit Policy (Cromwell)
- F. 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.

- A. Discussion regarding amendment to Sutton Fields II Development Agreement, amendment to City of Celina TIRZ #4 Project and Finance Plan, and amendment to Sutton Fields II Service and Assessment Plan.
- B. Discussion regarding Gigabit ordinance and fees.

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:

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 - Apr 11, 2017 5:00 PM

- B. Consider and act upon an ordinance of the City of Celina, Texas amending the City's Code of Ordinances; Chapter 3: Building Regulations, Division 1, Generally; Section 3.02.001: Enforcement; Division 2, Residential Code; Section 3.02.051 Adopted; Amendments and Division 7, Energy Conversation Code; Section 3.02.301, Adopted; Amendments. (2015 Energy Code) (Liebman)
- C. Consider and act upon an ordinance annexing a ± 1.0 acre tract of land and half of its adjacent right-of-way situated in the C. Watson Survey, Abstract No. 945, Tract 4, Collin County, Texas. The property is contiguous to and adjoining the City and is generally located on the west side of FM 2478, north of Rolling Meadows Estates. (Nguyen Tract) (Liebman)
- D. Consider and act upon a Final Plat for Heritage Plaza, being approximately 1.965 acres situated in the Collin County School Land Survey, Abstract No. 170, City of Celina, Collin County, Texas. The property is generally located south of Founders Lane, east of Preston Road, and north of County Road 94. (Heritage Plaza Final Plat) (Liebman)
- E. Consider and act upon a Final Plat for Westgate Section Four, being approximately 2.521 acres, situated in the M.E.O. & P & RY. Survey, Abstract No. 644, City of Celina, Collin County, Texas. The property is generally located north of West Sunset Boulevard, west of South Utah Drive. (Westgate Section Four Final Plat) (Liebman)
- F. Consider and act upon a Construction Plat for Buffalo Ridge Phase 1, being approximately 23.505 acres situated in the L.M. Boyd Survey, Abstract No. 48, City of Celina, Collin County, Texas, comprised of 63 residential lots, and five (5) HOA lots. The property is generally located west of County Road 97, south of County Road 134, east of Preston Road, and north of County Road 100. (Buffalo Ridge Ph. 1 Construction Plat) (Liebman)
- G. Consider and act upon a resolution granting support for the renaming portions of CR 55 & CR 98 to Glendenning Parkway. (Liebman)
- H. Consider and act upon a resolution of the City of Celina, Texas, appointing Art Maldonado as judge of the Municipal Court of the City of Celina, Texas, setting the compensation of said judge, setting the term of office of said judge, and establishing authority in accordance with State laws and the Home Rule Charter of the City of Celina. (Toutounchian)

VIII. PUBLIC HEARING/ACTION:

- A. The Celina City Council will conduct and continue a public hearing to consider testimony regarding an amendment to the Reinvestment Zone Number Four Final Project and Financing Plan and the enlargement of the zone. (Sutton Fields II) (Petty)
- B. The Celina City Council will conduct and continue a public hearing to consider testimony regarding an amendment to the Sutton Fields II Public Improvement District Service and Assessment Plan (SAP), dated November 10, 2015 for property within the Sutton Fields II Public Improvement District pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended. (Sutton Fields II) (Petty)
- C. The Celina City Council will conduct a public hearing to consider testimony and act upon a consideration of proposed land use regulations for Eland Ranch Extraterritorial Jurisdiction Development Agreement. The property is approximately 316.306 acres situated in the Martha Heron Survey, Abstract No. 415 Collin County, Texas. The property is in the City of Celina's ETJ generally located north of County Road 96, south of County Road 101, and east of County Road 97. (Eland Ranch Development Agreement) (Liebman)
- D. The Celina City Council will conduct a public hearing to consider testimony and act upon an amendment to the City of Celina's Code of Ordinances Chapter 10: Subdivision Regulations, Division 3: Procedures, Section 10.03.124: Easements, and Section 10.03.126: Improvements. (Easement Ordinance Amendment) (Liebman/Cromwell)

IX. ACTION ITEM:

- A. Consider and act upon a resolution of the City Council of the City of Celina, Texas, setting forth its support to the construction of a grade separated structure on Frontier Parkway. (Johnson)
- B. Consider and act to authorize a resolution to apply for TxDOT Transportation Alternatives Set-Aside (TA-Set- Aside) grant, upon review and approval of resolution by the City Attorney. (Johnson)
- C. Consider and act upon a resolution of the City of Celina, Texas, approving and authorizing the Mayor to execute an Agreement regarding the development and financing of infrastructure for Eland Farms between the City of Celina, Texas and Eland Energy, Inc. and Central Frisco, LTD. (Eland) (Petty)
- D. Consider and act upon a resolution of the City of Celina, Texas determining the costs of certain public improvements to be financed by the Cambridge Crossing Public Improvement District; approving a Preliminary Service Plan and Assessment Plan, including proposed assessment rolls; directing the filing of the proposed assessment rolls with the City Secretary to make available for public inspections; noticing a public hearing for June 13, 2017 to consider an ordinance levying assessments on property located within the Cambridge Crossing Public Improvement District; directing City staff to publish and mail notice of said public hearing; and resolving other matters incident and related thereto. (Cambridge Crossing) (Petty)
- E. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, amending the budget for the fiscal year 2016-2017. (Toutouchian)
- F. Consider and act upon an ordinance of the City of Celina, Texas, amending the city's Code of Ordinances Chapter 9: Personnel, by adding a new Article 9.04: Municipal Retirement System. (Restricted Prior Service Credit) (Millhorn)

- G. Consider and act upon an ordinance amending the City of Celina's Code of Ordinances Chapter 3: Building Regulations, Article 3.02: Technical and construction Codes and Standards, Division 2, Residential Code, section 3.02.051 Adopted, Amendments; to add Subsection 3.02.051(C) relating to Smart Home Connectivity; And an amendment to Chapter 3: Building Regulations, Article 3.02, Technical and Construction Codes and Standards, Division 3, Building Code, section 3.02.101 Adopted, amendments; to add subsection 3.02.101(d) relating to Smart Building Technology Infrastructure Connectivity. (Fiber Optic Building Amendment) (Liebman/Cromwell)
- H. Consider and act upon an ordinance amending the City's Code of Ordinances, Appendix A: Fee Schedule. (Gigabit Fees) (Cromwell)
- I. Consider and act upon participation in the McKinney Urban Transit District. (Liebman)

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



**NOTICE OF
CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS 112 N. COLORADO ST., CELINA, TX 75009
TUESDAY, APRIL 11, 2017 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	Present	
Wayne Nabors	City of Celina	Place 2	Absent	
Sean Terry	City of Celina	Mayor	Present	

Mayor Terry called the meeting to order at 5:00 p.m. City Council went directly into the Executive Session portion of the meeting at 5:00 p.m.

II. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Library Services Survey (Library Board-Jaworski)

President of the Library Board Janet Jaworski presented the recent Library Services Survey.

B. Downtown Parking (Bise)

No presentation made.

C. Engineering Update (Johnson)

Director of Engineering Gabe Johnson updated the City Council on current infrastructure and development projects.

D. Splash and Blast event (Terry)

Mayor Terry asked for input regarding the continuation of this event.

E. Discussion of new windows for City Hall Annex

Director of Planning and Development Services Helen-Eve Liebman presented examples of double-hung windows recommended by the Historic Commission as replacements for the stained-glass windows taken out by the First United Methodist Church in the council chambers.

F. Update on new Planning and Zoning Commission meeting time.

Minutes Acceptance: Minutes of Apr 11, 2017 5:00 PM (Minutes Approval)

Director of Planning and Development Services Helen-Eve Liebman informed the City Council of the new start time for Planning and Zoning Commission meetings of 5:30 p.m.

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

Interim City Manager Rick Chaffin introduced new Assistant to the City Manager Paul DeBuff. No other discussion took place.

III. EXECUTIVE SESSION:

Executive Session was taken first on the agenda at 5:00 p.m. with Interim City Manager Rick Chaffin, City Attorneys Lance Vanzant and Julie Fort and Consultants Mary and Trent Petty. Mayor Terry recused himself from items B and C during executive session due to a conflict of interest. Mayor Terry returned to the meeting following action on the executive session items.

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 551.074, Personnel Matters, to deliberate the appointment, employment,

evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

- A. Discussion regarding a resolution authorizing the Mayor to execute a Development, Settlement, and Annexation Agreement by and between the City of Celina, Texas, and Dynavest Joint Venture. (Dynavest)

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

- B. Discussion regarding a resolution of the City Council of the City of Celina, Texas, hereby authorizing the Mayor Pro Tem of the City of Celina, Texas, to execute a Facilities Agreement by and between the City of Celina, CADG Sutton Fields, LLC, and Mustang Special Utility District, and providing an effective date. (Sutton Fields)

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

- C. Discussion regarding a resolution of the City Council of the City of Celina, Texas, hereby authorizing the Mayor Pro Tem of the City of Celina, Texas, to execute an Interlocal Agreement for Billing Services and provision of Retail Water Service by and between the City of Celina and Mustang Special Utility District ("MSUD"); and providing an effective date. (Sutton Fields II)

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

D. Main Street Manager

Councilman Hopkins moved to approve action regarding the Main Street Manager as discussed in Executive Session.

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

Reconvene into Open Session:

The City Council reconvened into Open Session at 6:17 p.m.

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

IV. PLEDGE OF ALLEGIANCE/INVOCATION:

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

V. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

None given.

VI. OPEN FORUM:

Eric Reish of 5300 Oak Bend Trail spoke to the council regarding damage to the entry of Twelve Oaks subdivision. He asked for assistance from the city.

David Garrett of 6409 Dykes Way said that Eric covered what he wanted to say.

Charles Haley of 3090 Pecan Grove spoke regarding the damage to the entry of Twelve Oaks subdivision and asked the council to consider what can be done to put it back as it was.

Bill Morris of 5485 Oak Bend Trail said the subdivision (Twelve Oaks) has endured 14 months of construction and asked the city to do what's right.

Lerla Crook of 512 W. Main asked the council for protection of older homes (in the downtown area) from new construction by considering larger variances next to old homes and to consider grandfathering older homes from future fees and regulation.

Kay Willard of 604 S. Georgia asked when it will be proposed to do something about drainage, ditches, sidewalks and streets (in the downtown area).

Beverly Hays of 302 E. Walnut asked the council for historical considerations in the old downtown area.

VII. CONSENT AGENDA:

Minutes Acceptance: Minutes of Apr 11, 2017 5:00 PM (Minutes Approval)

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

A. Minutes Approval:

1. City Council - Regular Meeting - Mar 14, 2017 5:00 PM
- B. Consider and act upon an Interlocal Agreement by and between the City of Allen and the City of Celina authorizing the cities to enter into a cooperative purchasing program allowing each party to purchase goods and services under each other's competitively bid contracts pursuant to Chapter 271 of the Texas Local Government Code. (Metdker)
 - C. Consider and act upon a Final Plat for The Tractor Supply Addition, being approximately 3.714 acres situated in the Collin County School Survey, Abstract No. 167, City of Celina, Collin County, Texas, comprised of one (1) lot. The property is located west of Preston Road, east of South Oklahoma Dr. (Business 289), and south of Ash Street. (Tractor Supply Final Plat) (Liebman)
 - D. Consider and act upon an ordinance denying the proposed change in rates of Oncor Electric Delivery Company LLC, finding and determining that the meeting at which this ordinance is passed is open to the public as required by law, and declaring an emergency.
 - E. Consider and act upon a Construction Plat for Light Farms Grange 4A, being approximately 15.73 acres situated in the John Ragsdale Survey, Abstract No. 734, Collin County, Texas, comprised of 39 residential lots, and three (3) open space areas. The property is located west of Light Farms Way, east of Dallas Parkway, south of County Road 51, and north of Frontier Parkway. (Light Farms Grange 4A Construction Plat) (Liebman)
 - F. Consider and act upon a Final Plat for Creeks of Legacy Phase 2B, being approximately 39.331 acres situated in the F.D. Gary Survey, Abstract No. 361, City of Celina, Collin County, Texas, comprised of 83 residential lots, one (1) non-residential lot, and one (1) Home Owners Association Lot. The property is located north of Frontier Parkway, west of Dallas Parkway, south of Clear Creek Parkway, and east of Doe Branch Boulevard. (Creeks of Legacy 2B Final Plat) (Liebman)
 - G. Consider and act upon a contractor change order with Wilson Contractor Services, LLC. in the maximum amount of \$37,050, for Construction Services for the Southeast Sector Water Line. (Johnson)
 - H. Consider and act to authorize the City Manager to execute Work Order #9 between the City of Celina and Garver, LLC in the amount of \$1,212,365 for professional services relating to Celina Road and Downtown Pump Station improvements. (Fourmentin)
 - I. Consider and act to authorize the City Manager to execute a contract between the City of Celina and SPI Asphalt Inc. in the amount of \$1,306,235.43 for the construction of the 2017 Street Improvement Project. (Fourmentin)

Minutes Acceptance: Minutes of Apr 11, 2017 5:00 PM (Minutes Approval)

- J. Consider and act upon a contract change order by and between the City of Celina and Freese and Nichols, Inc. for the Engineering Design for the Merritt Erosion Project. (Johnson)
- K. 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)
- L. Consider and act upon a resolution authorizing the City Manager to negotiate and execute a Professional Services Agreement for Mosquito Services with PRP services LLC. D/B/A Municipal Mosquito. (Mosquito Control Services) (Liebman)
- M. Consider and act upon a resolution of the City of Celina, Texas, in opposition to a revenue cap and legislative interference with local services. (Chaffin)
- N. Consider and act to authorize the City Manager to sign a Chapter 43 Pre-Annexation agreement by and between the City of Celina and Lewis Dickerson on a 19.241 acre tract situated in the I.C. Williamson Survey. (Lewis Dickerson Chapter 43) (Liebman)
- O. Consider and act to authorize the City Manager to sign a Chapter 43 Pre-Annexation agreement by and between the City of Celina and Lewis Dickerson on a 29.215 acre tract situated in the I.C. Williamson Survey. (Dickerson Chapter 43) (Liebman)
- P. Consider and act to authorize the City Manager to sign a Chapter 43 Pre-Annexation agreement by and between the City of Celina and Blake Dickerson on a 9.748 acre tract situated in the I.C. Williamson Survey. (Dickerson Chapter 43) (Liebman)
- Q. Consider and act to authorize the City Manager to sign a Chapter 43 Pre-Annexation agreement by and between the City of Celina and Sandra Osborne on a 14.5 acre tract situated in the B.B.B. & C. RY CO. Survey. (Osborne Chapter 43) (Liebman)
- R. Consider and act to authorize the City Manager to sign a Chapter 43 Pre-Annexation agreement by and between the City of Celina and Sandra Osborne on a 14.0 acre tract of land situated in the S. McCullough Survey. (Osborne Chapter 43) (Liebman)
- S. Consider and act to authorize the City Manager to sign a Chapter 43 Pre-Annexation agreement by and between the City of Celina and SBS Prosper 62 LTD. on a 9.26 acre tract situated in the I.C. Williamson Survey. (SBS Prosper Chapter 43) (Liebman)

VIII. PUBLIC HEARING/ACTION:

- A. The Celina City Council will conduct a public hearing to consider testimony and act upon an amendment to the City of Celina's Code of Ordinances Chapter 10: Subdivision Regulations, Division 3: Procedures, Section 10.03.083: General Development Plan. (GDP Ordinance Amendment) (Liebman)

(2017-18) Mayor Terry opened the hearing at 7:06 pm. No public comment received. The hearing was closed at 7:08 pm.

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

- B. The Celina City Council will conduct a public hearing to consider testimony regarding an amendment to the Reinvestment Zone Number Four Final Project and Financing Plan and the enlargement of the zone. (Sutton Fields II) (Petty)

Mayor Terry recused himself at this time due to a conflict of interest with items B and C. Mayor Pro Tem Anderson opened the hearing. No public comment was received. The hearing was continued to May 9th.

- C. The Celina City Council will conduct a public hearing to consider testimony regarding an amendment to the Sutton Fields II Public Improvement District Service and Assessment Plans (SAP), dated November 10, 2015 for property within the Sutton Fields II Public Improvement District pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended. (Sutton Fields II) (Petty)

Mayor Pro Tem Anderson opened the hearing. No public comment was received. The hearing was continued to May 9th.

IX. ACTION ITEM:

- A. The Celina City Council will act upon an ordinance amending the City of Celina's Code of Ordinances Chapter 3: Building Regulations, Article 3.10: Streets and Sidewalks, Division 2: Address Numbers. (Cluster Mailbox Ordinance Amendment) (Liebman)

Mayor Terry returned to the meeting at this time. (2017-19)

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

- B. Consider and take action on replacement windows for the City Hall Annex, located at 112 N. Colorado Dr. (City Hall Annex Windows) (Liebman)

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

- C. The Celina City Council will consider and act upon an ordinance annexing a ±1.0 acre tract of land and half of its adjacent right-of-way situated in the C. Watson Survey, Abstract No. 945, Tract 4, Collin County, Texas. The property is contiguous to and adjoining the City and is generally located on the west side of FM 2478, north of Rolling Meadows Estates. (Nguyen Tract) (Liebman)

Councilman Webber moved to continue this item to the May 9th regular city council meeting.

RESULT:	TABLED [UNANIMOUS]	Next: 5/9/2017 5:00 PM
MOVER:	Bill Webber, Place 1	
SECONDER:	Carmen Roberts, Place 4	
AYES:	Koehne, Hopkins, Webber, Roberts, Anderson	
ABSENT:	Nabors	

D. Consider and act upon public support to El Puente De Celina Cinco de Mayo Scholarship in the name of the City of Celina. (Terry)

Board Members of El Puente de Celina introduced themselves and asked the City Council for five thousand dollars. Councilman Hopkins moved to provide "in kind" support by providing police, fire and a waiver of the (special event) permit fee.

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

X. ADJOURNMENT:

There being no further comment Mayor Terry adjourned the meeting at 7:31 pm.

Sean Terry, Mayor

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

Date Minutes Approved

Minutes Acceptance: Minutes of Apr 11, 2017 5:00 PM (Minutes Approval)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Rick Chaffin, Interim City Manager
 Date: May 9, 2017
 Re: 2015 Energy Code & Residential Code Amendments

Action Requested:

Consider and act upon an ordinance of the City of Celina, Texas amending the City's Code of Ordinances; Chapter 3: Building Regulations, Division 1, Generally; Section 3.02.001: Enforcement; Division 2, Residential Code; Section 3.02.051 Adopted; Amendments and Division 7, Energy Conservation Code; Section 3.02.301, Adopted; Amendments. (2015 Energy Code) (Liebman)

Background Information:

On Sep. 1, 2016, the State adopted the 2015 International Residential Code energy provisions as the Building Energy Efficiency Performance Standards for residential (one- and two-family residences of three stories or less above grade) construction in Texas.

Additionally, on November 1, 2011, the Texas State Energy Conservation Office adopted the 2015 International Energy Conservation Code (IECC) for commercial, & industrial construction.

These changes require that Celina amend its adopted building codes to be in compliance with the building codes adopted by the State of Texas.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City Attorney has reviewed the proposed ordinances

Supporting Documents:

- Proposed ordinance

Staff Recommendation:

Staff recommends approval as presented

CITY OF CELINA, TEXAS

ORDINANCE NO. 2017-____

AN ORDINANCE OF THE CITY OF CELINA, TEXAS AMENDING THE CITY'S CODE OF ORDINANCES; CHAPTER 3: BUILDING REGULATIONS; SECTION 3.02.001 AUTHORITY OF BUILDING OFFICIAL; SECTION 3.02.051 ADOPTED; AMENDMENTS SECTION 3.02.301; ADOPTED; AMENDMENTS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING SEVERABILITY; PROVIDING FOR SAVINGS; 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 OCCURES OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO THE PUBLIC HEALTH AND SAFETY; PROVIDING A PUBLICATION CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City of Celina, Texas is a home rule municipality empowered under the Texas Local Government Code, Section 51.001, to adopt an ordinance or rule that is for the good government of the City; and

WHEREAS, the Texas Local Government Code, Chapter 214, was amended by Senate Bill No. 365, an act of the 77th Texas Legislature, by adding Subchapter G, which provides for the adoption of the International Residential Code as a municipal residential building code in the State of Texas; and

WHEREAS, the Senate Bill mandates that municipalities adopt and enforce the standards promulgated by the International Residential Code and the National Electrical Code in effect as of May 1, 2001; and

WHEREAS, a municipality may consider amendments made by the international code council after May 1, 2001

Attachment: 2015 ICC Code Ordinance (1954 : 2015 Energy Code & IRC Adoption)

WHEREAS, the aforementioned Senate Bill authorizes a municipality to adopt local amendments and future amendments to the International Residential Code and the National Electrical Code; and

WHEREAS, the North Central Texas Council of Governments (NCTCOG) has adopted the International Energy Conservation Code, 2015 Edition, with specific amendments; and

WHEREAS, the aforementioned Senate Bill authorizes a municipality to adopt procedures for the administration and enforcement of the International Residential Code; and

WHEREAS, the Texas Association of Builders (TAB), Texas Municipal League (TML), Texas Society of Architects, Texas Apartment Association, and the National Home Builders Association, as well as members of the Insurance Industry, are all in full support of the International Residential Code; and

WHEREAS, the NCTCOG along with the International Conference of Building Officials, Southern Building Code Congress International, Inc., and Building Officials and Code Administrators International, Inc., has recommended that all municipalities in the State of Texas adopt standardized model construction codes in an effort to simplify the construction process, advance the safety of building systems, promote common code interpretation, facilitate the mobility of contractors, and reduce training and construction costs; and

WHEREAS, the City of Celina Building Official has reviewed the; the International Energy Conservation Code, 2015 Edition; and finds that it is in the best interest of the City of Celina to adopt said Codes and regional amendments; and

WHEREAS, the City has extended its construction permitting authority to its extraterritorial jurisdiction, including the application of its building codes; and

WHEREAS, all references to “City” in this ordinance shall include the corporate limits of the City of Celina and its extraterritorial jurisdiction as then existing; and

WHEREAS, the City Council does hereby find and determine that the adoption of this Ordinance is in the best interest of the public health, safety, morals and general welfare of the City to adopt the construction and related codes as set forth herein;

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

SECTION 1 **INCORPORATION OF PREMISES**

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

SECTION 2 **FINDINGS**

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

SECTION 3 **AMENDMENT**

3.01 That Chapter 3: Building Regulations; Article 3.02: Technical and Construction Codes and Standards; Section 3.02.001 Enforcement is hereby amended to read as follows:

“Sec. 3.02.001 Enforcement

The City Building Official shall have the authority and power to enforce all provisions of the International Residential Code, 2012 Edition and appendices, as amended; the International Building Code, 2012 Edition and appendices, as amended; the International Mechanical Code, 2012 Edition and appendices, as amended; the International Plumbing Code, 2012 Edition and appendices, as amended; the National Electrical Code, 2011 Edition and appendices, as amended; the International Fire Code (with NCTCOG Option B), 2012 Edition and appendices, as amended; the International Energy Conservation Code, 2015 Edition and appendices; and the International Fuel Gas Code, 2012 Edition and appendices, as amended. “

3.02 That Chapter 3: Building Regulations; Article 3.02: Technical and Construction Codes and Standards; Section 3.02.051 Adopted; amendments subsection (a) and subsection (b) are hereby amended to read as follows:

“(c) The energy efficiency chapter of the International Residential Code as it existed on May 1, 2015 is adopted as the energy code of the City for single-family residential construction.”

3.03 That Chapter 3: Building Regulations; Article 3.02: Technical and Construction Codes and Standards; Section 3.02.301 Adopted; amendments is hereby amended to add subsection (c) to read as follows:

“Sec. 3.02.301 Adopted; amendments

(a) The City Council does hereby adopt the International Energy Conservation Code, 2015 Edition and appendices, as published by the International Code Council, which Code is incorporated herein by reference. A copy of the International Energy Code, 2015 Edition, shall be kept in the office of the Building Official.

(b) The City Council does hereby adopt amendments to the International Energy Conservation Code, 2015 Edition, a copy of which shall be kept in the office of the Building Official. Said amendments are attached hereto as Exhibit “A” and incorporated herein by reference.”

SECTION 4 **CUMULATIVE REPEALER CLAUSE**

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

SECTION 5 **SAVINGS CLAUSE**

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

SECTION 6 **PENALTY CLAUSE**

6.01 Any person violating any of the provisions of this Ordinance shall be deemed guilty of a Class C misdemeanor upon conviction and shall be fined, except as otherwise provided herein, in a sum not to exceed two thousand dollars (\$2,000.00) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

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

SECTION 7 **SEVERABILITY**

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

SECTION 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, Penalty and Effective Date Clause of this Ordinance as required by the Texas Local Government Code.

SECTION 9 **ENGROSSMENT AND ENROLLMENT**

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

SECTION 10 **EFFECTIVE DATE**

This Ordinance shall be in full force and effect from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED

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

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

“EXHIBIT A”
Recommended Amendments to the
2015 International Energy Conservation Code
 North Central Texas Council of Governments Region
 (Climate Zone 3 of the IECC)

The following sections, paragraphs, and sentences of the *2015 International Energy Conservation Code* (IECC) are hereby amended as follows: Standard type is text from the IECC. Underlined type is text inserted. ~~Lined-through type is deleted text from IECC.~~ A double (**) asterisk at the beginning of a section identifies an amendment carried over from the 2012 edition of the code and a triple (***) asterisk identifies a new or revised amendment with the 2015 code.

Note: Historically NCTCOG has limited Chapter 1 amendments in order to allow each city to insert their local policies and procedures. We now have suggested certain items to be brought to the attention of cities considering adoption of the code that may be of concern to several jurisdictions. **It is still intended to be discretionary to each city to determine which Chapter 1 amendments to include.**

The 2015 IECC contains separate provisions for commercial buildings and for residential buildings 3 stories or less. The provisions of the commercial buildings are preceded by “C” for Commercial. The provisions for residential buildings 3 stories or less are preceded by “R” for residential buildings. Each set of provisions are separately applied to buildings within their respective scope. Each set of provisions also contains a Scope and Administration chapter, a Definitions chapter, a General Requirements chapter and a chapter containing energy efficiency requirements applicable to building within their respective scope.

Recommended amendments that match sections in each of the respective provisions (“C” and “R”) are written to represent both sections rather than duplicating the recommended amendment in this document.

Sections N1101.2 through N1105 of the 2015 *International Residential Code* (IRC) are noted to be extracted from the 2015 IECC. The Building and Residential Advisory Board (BRAB) recommends amending Chapter 11 [RE] ENERGY EFFICIENCY of the 2015 IRC to refer to the residential provisions of the 2015 IECC.

The Governor signed HB1736 into law on June 16, 2015. HB1736 adopts energy efficiency chapter of the International Residential Code as it existing on May 1, 2015, as the energy code for single-family construction (as defined in Section 388.002 of the Health and Safety Code) effective September 1, 2016. The recommended amendments to the 2015 IECC have been analyzed by the Energy Systems Laboratory of the Texas A&M University for stringency with the current Texas Building Energy Performance Standards (TBEPS) which is the

2009 Edition of the IECC and the energy provisions of the 2009 IRC. Some amendments below are noted that effective September 1, 2016, the proposed amendment would be deemed less stringent than the provisions of the 2015 IECC and therefore would no longer be considered a recommended amendment.

****Section C102/R102; add Section C102.1.2 and R102.1.2 to read as follows:**

C102.1.2 Alternative compliance. A building certified by a national, state, or local accredited energy efficiency program and determined by the Energy Systems Laboratory to be in compliance with the energy efficiency requirements of this section may, at the option of the Code Official, be considered in compliance. The United States Environmental Protection Agency's Energy Star Program certification of energy code equivalency shall be considered in compliance.

R102.1.2 Alternative compliance. A building certified by a national, state, or local accredited energy efficiency program and determined by the Energy Systems Laboratory to be in compliance with the energy efficiency requirements of this section may, at the option of the Code Official, be considered in compliance. The United States Environmental Protection Agency's Energy Star Program certification of energy code equivalency shall be considered in compliance. Regardless of the program or the path to compliance, each 1- and 2-family dwelling shall be tested for air and duct leakage as prescribed in Section R402.4 and R403.3.3 respectively.

(Reason: This amendment is added to allow alternative compliance in accordance with Texas HB 1365, 78th Legislature. Codified in Chapter 388 Texas Building Energy Performance Standards: §388.003(i).

The last sentence to Section R102.1.2 was added to insure that every house is tested in accordance with the mandatory provisions of the code.)

Section C202 and R202; add the following definition:

*****PROJECTION FACTOR.** The ratio of the horizontal depth of the overhang, eave or permanently attached shading device, divided by the distance measured vertically from the bottom of the fenestration glazing to the underside of the overhang, eave or permanently attached shading device.

*(Reason: The amendment to **Section 402.3.2 Glazed fenestration SHGC** was proposed by the TAB and ESL determined the proposal to be not less restrictive than the 2009, 2012 and 2015 IECC. This added definition is necessary as part of that amendment. The amendment will provide additional options for SHGC selection.)*

Section R202; add the following definition:

*****DYNAMIC GLAZING.** Any fenestration product that has the fully reversible ability to change its performance properties, including *U*-factor, solar heat gain coefficient (SHGC), or visible transmittance (VT).

(Reason: This term is referenced in Section R402.3.2. This definition of DYNAMIC GLAZING is also found in the Commercial provisions of the code.)

**** Table R402.1.2 INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT; Amend by changing the WOOD FRAME WALL R-VALUE for CLIMATE ZONE 3 to read as follows:**

~~20 or 13+5^h~~ **13**

(Reason: Retain the values in the 2009 code.)

NOTE: Effective September 1, 2016 this proposed amendment is deemed less stringent than the residential provisions of the 2015 IECC and therefore would not be considered a recommended amendment.

**** Table R402.1.4 EQUIVALENT U-FACTORS; Amend by changing the WOOD FRAME WALL U-FACTOR for CLIMATE ZONE 3 to read as follows:**

~~0.060~~ **0.082**

(Reason: Retain the values in the 2009 code.)

NOTE: Effective September 1, 2016 this proposed amendment is deemed less stringent than the residential provisions of the 2015 IECC and therefore would not be considered a recommended amendment.

*****Section R402.3.2 Glazed fenestration SHGC; amend by adding a paragraph and table following the exception to read as follows:**

Where vertical fenestration is shaded by an overhang, eave, or permanently attached shading device, the SHGC required in Table R402.1.2 shall be reduced by using the multipliers in Table R402.3.2 SHGC Multipliers for Permanent Projections.

Table R402.3.2 SHGC Multipliers for Permanent Projections ^a

Projection Factor	SHGC Multiplier (all Other Orientation)	SHGC Multiplier (North Oriented)
-------------------	--	-------------------------------------

0 - 0.10	1.00	1.00
>0.10 – 0.20	0.91	0.95
>0.20 – 0.30	0.82	0.91
>0.30 – 0.40	0.74	0.87
>0.40 – 0.50	0.67	0.84
>0.50 – 0.60	0.61	0.81
>0.60 – 0.70	0.56	0.78
>0.70 – 0.80	0.51	0.76
>0.80 – 0.90	0.47	0.75
>0.90 – 1.00	0.44	0.73

^a North oriented means within 45 degrees of true north.

*(Reason: The amendment to **Section 402.3.2 Glazed fenestration SHGC** was proposed by the TAB and ESL determined the proposal to be not less restrictive than the 2009 and 2015 IECC. This added definition is necessary as part of that amendment. The amendment will provide additional options for SHGC selection.)*

****Section R402.4.1.2 Testing; modify the first paragraph to read as follows:**

R402.4.1.2 Testing. The building or dwelling unit shall be tested and verified as having an air leakage rate of not exceeding 5 air changes per hour in ~~Climate Zones 1 and 2, and 3~~ air changes per hour in Climate Zones 3 through 8. {Remainder of text unchanged}

(Reason: The 2015 IECC requires mandatory door blower testing on each dwelling unit. The visual inspection is no longer an option to performance testing. This change will give some additional time for those builders not currently using a performance approach to adapt construction practices.)

NOTE: Effective September 1, 2016 this proposed amendment is deemed less stringent than the residential provisions of the 2015 IECC and therefore would not be considered a recommended amendment.

*****R402.4.1.2 Testing; Add a last paragraph to read as follows:**

Mandatory testing shall only be performed by individuals that are certified to perform air infiltration testing certified by national or state organizations as approved by the building official. The certified individuals must be an independent third-party entity, and may not be employed; or have any financial interest in the company that constructs the structure.

(Reason: The 2012/15 International Residential Code (IRC) and International Energy Conservation Code (IECC) includes enhanced emphasis on envelope infiltration and duct leakage. Significant changes in the residential energy

requirements include more frequent requirement of performance testing for leakage. Residential Duct systems must be tested unless all ducts and equipment are located within the conditioned space. Envelope testing is required to demonstrate compliance with maximum allowable leakage rate. This language puts the regulatory authority on notice that the testing requires specialized credentials and establishes a conflict of interest baseline).

***** R403.3.3 Duct Testing (Mandatory) Add a last paragraph to read as follows:**

Mandatory testing shall only be performed by individuals that are certified to perform duct testing leakage testing certified by national or state organizations as approved by the building official. The certified individuals must be an independent third-party entity, and may not be employed; or have any financial interest in the company that constructs the structure.

(Reason: The 2015 International Residential Code (IRC) and International Energy Conservation Code (IECC) includes enhanced emphasis on envelope infiltration and duct leakage. Significant changes in the residential energy requirements include more frequent requirement of performance testing for leakage. Residential Duct systems must be tested unless all ducts and equipment are located within the conditioned space. Envelope testing is required to demonstrate compliance with maximum allowable leakage rate. This language puts the regulatory authority on notice that the testing requires specialized credentials and establishes a conflict of interest baseline).

****Section C402.2.7/R402.2; Add Section C402.2.9 and R402.2.14 to read as follows:**

Section C402.2.7/R402.2.14 Insulation installed in walls. To insure that insulation remains in place, insulation installed in walls shall be totally enclosed on all sides consisting of framing lumber, gypsum, sheathing, wood structural panel sheathing, netting or other equivalent material approved by the building official.

(Reason: This will increase the performance of the insulation by ensuring that the insulation stays in place.)

*****Section R405.6.2; add the following sentence to the end of paragraph:**

Acceptable performance software simulation tools may include, but are not limited to, REM Rate™, Energy Gauge and IC3. Other performance software programs accredited by RESNET BESTEST and having the ability to provide a report as outlined in R405.4.2 may also be deemed acceptable performance simulation programs and may be considered by the building official.

(Reason: These performance software tools are accredited by RESNET at the time of recommendation.)

*****TABLE R406.4 MAXIMUM ENERGY RATING INDEX; amend to read as follows:**

**TABLE R406.4¹
MAXIMUM ENERGY RATING INDEX**

CLIMATE ZONE	ENERGY RATING INDEX
3	65

¹ This table is effective until August 31, 2019.

**TABLE R406.4²
MAXIMUM ENERGY RATING INDEX**

CLIMATE ZONE	ENERGY RATING INDEX
3	63

² The table is effective from September 1, 2019 to August 31, 2022.

**TABLE R406.4³
MAXIMUM ENERGY RATING INDEX**

CLIMATE ZONE	ENERGY RATING INDEX
3	59

³ This table is effective on or after September 1, 2022.

(Reason: The tables reflect the values and time table set forth in HB1736.)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Rick Chaffin, Interim City Manager
 Date: May 9, 2017
 Re: Nguyen Tract Annexation

Action Requested:

Consider and act upon an ordinance annexing a ±1.0 acre tract of land and half of its adjacent right-of-way situated in the C. Watson Survey, Abstract No. 945, Tract 4, Collin County, Texas. The property is contiguous to and adjoining the City and is generally located on the west side of FM 2478, north of Rolling Meadows Estates. (Nguyen Tract) (Liebman)

Background Information:

Below is the anticipated annexation schedule for the property.

- ~~• December 13, 2016 - City Council acts on Resolution to set the public hearing dates.~~
- ~~• January 14, 2017 - Two separate public hearings are held on the same night (5:00pm & 5:05pm at 112 N. Colorado Dr., Celina, Texas.)~~
- March 14, 2017 - City Council acts to Institute annexation proceedings annexing the property.
- April 11, 2017 - City Council tables item to May 9, 2017 City Council Meeting.
- May 9, 2017 - City Council acts on Annexation Ordinance.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

N/A

Staff Recommendation:

Staff recommends that the item be approved.

CITY OF CELINA, TEXAS

ORDINANCE NO. 2017-
NGUYEN TRACT ANNEXATION

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORIES CONTIGUOUS TO AND ADJOINING THE CITY OF CELINA, TEXAS, TO WIT BEING A ±.9998 ACRE TRACT OF LAND SITUATED IN THE COLEMAN WATSON SURVEY, ABSTRACT NO. 945, SHEET 4, TRACTS 36, COLLIN COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" AND GRAPHICALLY DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN, SUCH TRACTS ARE GENERALLY NORTH OF FM 1461 (FRONTIER PARKWAY), WEST OF FM 2478 (CUSTER ROAD), SOUTH OF ROSELAND PARKWAY AND EAST OF ROSELAND PARKWAY; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR AMENDING OF THE OFFICIAL CITY MAP; PROVIDING FOR A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, two separate public hearings were conducted in accordance with Section 43.052 of the Texas Local Government Code, the first hearing being held on the 14th day of February, 2017 and a second hearing also being held on the 14th day of February, 2017 in the Council Chambers located in the First United Methodist Church, 112 N. Colorado in the City of Celina to consider the annexation of the property being more particularly described in Exhibit "A", attached hereto and incorporated herein; and

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

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

WHEREAS, the notice of the public hearings were published in the Celina Record, a newspaper of general circulation within the City of Celina, Texas, on the 3rd day of February, 2017, and on the 1st day of July such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

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

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

Attachment: Nguyen Tract Annexation Ordinance (1960 : Custer Medical Annexation (Nguyen Tract))

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

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

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

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

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

SECTION 1 **INCORPORATION OF PREMISES**

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

SECTION 2 **OFFICIAL CITY MAP AMENDED**

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

SECTION 3 **SERVICE PLAN**

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

SECTION 4 **FILING OF ORDINANCE REQUIRED**

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

SECTION 5 **EFFECT ON TERRITORY**

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

shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6
CUMULATIVE REPEALER

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

SECTION 7
SEVERABILITY

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

SECTION 8
ENGROSSMENT AND ENROLLMENT

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

SECTION 8
EFFECTIVE DATE

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

AND IT IS SO ORDAINED .

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this ___th day of August, 2016.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

APPROVED AS TO FORM:

Vicki Faulkner, City Secretary
City of Celina, Texas

City Attorney
City of Celina, Texas

Attachment: Nguyen Tract Annexation Ordinance (1960 : Custer Medical Annexation (Nguyen Tract))

EXHIBIT "A"

Order No.: 9000061601200

BEING all that certain lot, tract, or parcel of land situated in the Coleman Watson Survey, Abstract Number 945, situated in Collin County, Texas, and also being a that same tract of land described by deed to Rhea's Mill Baptist Church as recorded under Volume 1745, Page 773, Deed Records of Collin County, Texas (D.R.C.C.T.), said tract being described by deed to Amy Samuels Robinson and Drew Russell Robinson as recorded under Instrument Number 20061214001758170, (D.R.C.C.T.) and being more particularly described as follows:

BEGINNING at a ½ inch iron rod found for the northeast corner of the herein described tract, said point being in the west line of Farm Road 2478, and being the southeast corner of a tract of land described by deed to the State of Texas as recorded under Instrument Number 20150209000143310, (D.R.C.C.T.);

THENCE South 00 degrees 44 minutes 43 seconds East, with the west line of said Farm Road 2478, a distance of 150.01 feet to a ½ inch iron rod found for corner, same being the northeast corner of a 10.00 foot right of way dedication in Rolling Meadows Estates as recorded under Cabinet N, Page 302, Plat Records of Collin County, Texas (P.R.C.C.T.);

THENCE South 89 degrees 03 minutes 27 seconds West, with the north line of said 10.00 foot right of way, passing at a distance of 10.00 feet, the northwest corner of said 10.00 foot right of way, same being the northeast corner of Lot 3 of said Rolling Meadows Estates, continuing with the north line of said Lot 3, passing the northwest corner of said Lot 3, same being the northeast corner of Lot 4 of said Rolling Meadows Estates, continuing with the north line of said Lot 4, for a total distance of 289.74 feet to a ½ inch iron rod found for corner, same being a southeast corner of a tract of land described by deed to Twin Eagles, LTD. as recorded under Instrument Number 96-0013989, (D.R.C.C.T.);

THENCE North 01 degrees 03 minutes 03 seconds West, an east line of said Twin Eagles, LTD. tract, a distance of 150.09 feet to a ½ inch iron rod found for corner, same being an ell corner of said Twin Eagles, LTD. tract;

THENCE North 89 degrees 04 minutes 25 seconds East, with a south line of said Twin Eagles, LTD. tract, passing a southeast corner of said Twin Eagles, LTD. tract, same being the southwest corner of said State of Texas tract, continuing for a total distance of 290.54 feet to the POINT OF BEGINNING and containing 0.999 acres of land, more or less.

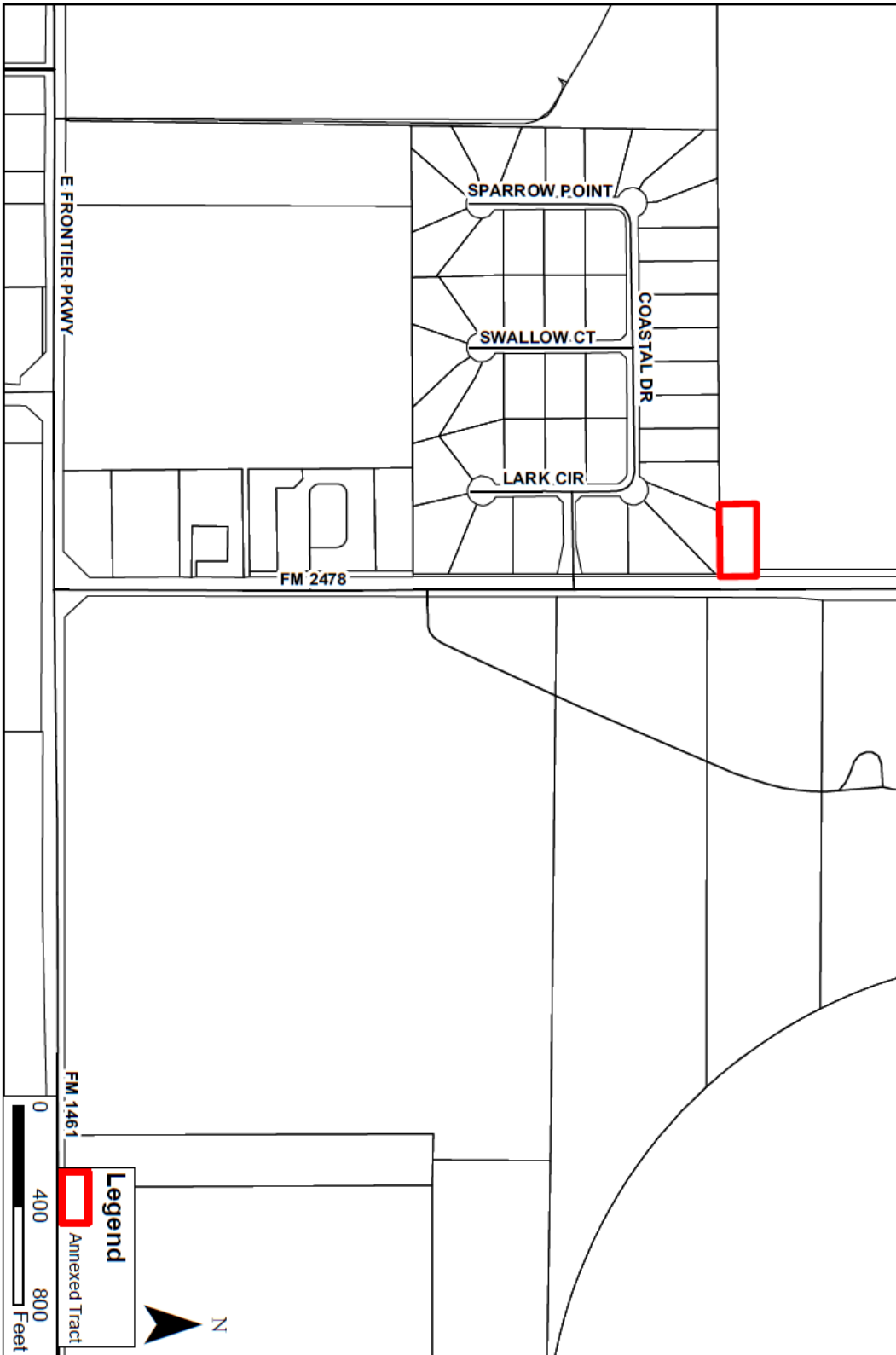
NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

AR 

Attachment: Nguyen Tract Annexation Ordinance (1960 : Custer Medical Annexation (Nguyen Tract))

EXHIBIT “B”

ABS A0945 COLEMAN WATSON SURVEY, SHEET 4, TRACT 36, .9998 ACRES



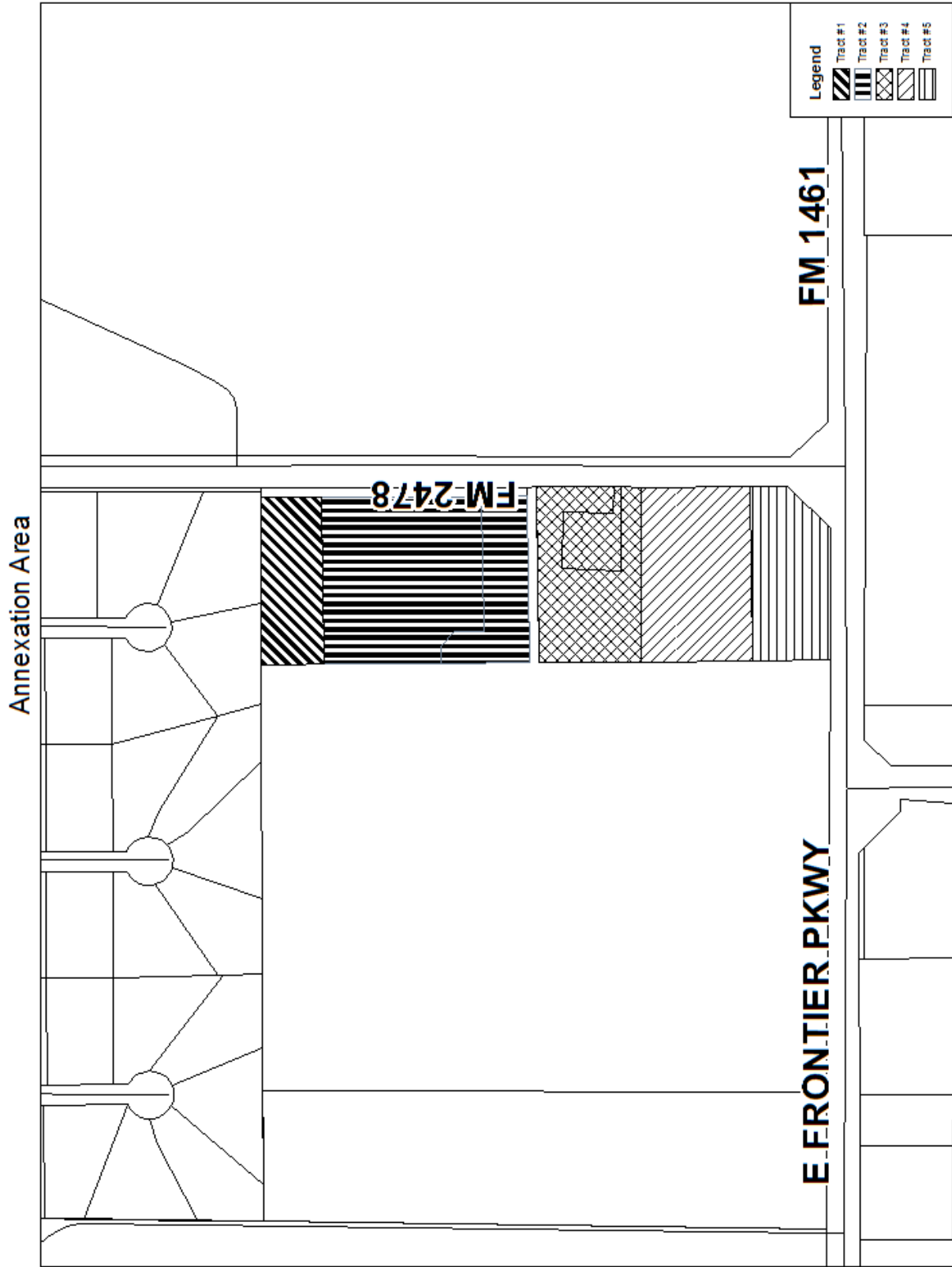


Exhibit “C”**Service Plan****A) SERVICE PLAN GENERALLY**

- 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.



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Robyn Miga, Planner
CC: Rick Chaffin, Interim City Manager
Date: May 9, 2017
Re: Heritage Plaza Final Plat

Action Requested:

Consider and act upon a Final Plat for Heritage Plaza, being approximately 1.965 acres situated in the Collin County School Land Survey, Abstract No. 170, City of Celina, Collin County, Texas. The property is generally located south of Founders Lane, east of Preston Road, and north of County Road 94. (Heritage Plaza Final Plat) (Liebman)

Background Information:

Staff has reviewed the proposed final plat for Heritage Plaza and has determined it meets all requirements.

Board Review/Citizen Input:

The Planning & Zoning Commission unanimously approved the plat at the April 18, 2017 meeting.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

Heritage Plaza Final Plat

Staff Recommendation:

Staff recommends approval as presented, however, the plat will not be filed until final acceptance from the Engineering Department.

OWNER'S DEDICATION

STATE OF TEXAS
COUNTY OF COLLIN

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Founders & Preston LLC, acting herein by and through his(its) duly authorized officer(s), does hereby adopt this plat designing the herein above described property as **HERITAGE PLAZA, BLOCK J, LOT 32R** an addition to the City of Celina, Texas, and does hereby dedicate, in fee simple to the public use forever, the streets, right-of-way, and other public improvements shown thereon. The streets and alleys, if any, are dedicated for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed on landscape easements, if approved by the City Council of the City of Celina. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and the City of Celina's use thereof. The City of Celina and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growth which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Celina and public utility entities shall at all times have the full right ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their retrospective systems without the necessity at any time procuring permission from anyone.

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

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

BY: Founders & Preston LLC

Mark Nguyen, Owner

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Mark Nguyen, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ of _____, 2017.

Notary Public, State of Texas

SURVEYOR'S STATEMENT

I, Candy Hone, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as "set" were properly placed under my personal supervision in accordance with the Subdivision Ordinance of the City of Celina.

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSES AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT."

Candy Hone, Registered Professional Land Surveyor, No. 5867
Votex Surveying Company - Firm No. 10013600 - (469) 333-8831

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE me, the undersigned authority, a Notary Public in and for said the State of Texas, on this day personally appeared Candy Hone, Registered Public Land Surveyor, known to me to be the person or persons whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2017.

Notary Public, State of Texas

STANDARD NOTES

- Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law, and is subject to fines and withholding of utilities and building permits.
- The undersigned does hereby covenant and agree that he or she or they shall construct upon the fire lane easements, as dedicated as shown hereon, a hard surface in accordance with the City of Celina's paving standards for fire lane, and that he or she or they shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking of motor vehicles, trailers, boats or other impediments to the accessibility of fire apparatus. The maintenance of paving on the fire lane easements is the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "Fire Lane, No Parking." The local law enforcement agency(s) is hereby authorized to enforce parking regulations within the fire lanes, and to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for Fire Department and emergency use.
- The undersigned does hereby covenant and agree that the access easement may be utilized by any person or the general public for ingress and egress to public vehicular and pedestrian use and access, and for Fire Department and emergency use in, along, upon and across said premises, with the right and privilege at all times of the City of Celina, its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across said premises.
- The Property Owners Association shall be solely responsible for the maintenance of the storm water detention system and storm drainage system in common area/detention lots or easements. The Property Owners Association shall further hold the City of Celina harmless from any damages to persons, to the owner's lot or any lot arising from such maintenance responsibility. The detention easement shown hereunder shall not create any affirmative duty to the city to repair, maintain, or correct any condition that exists or occurs due to the natural flow of storm water runoff including but not limited to, storm water overflow, bank erosion and sloughing, loss of vegetation and trees, bank subsidence and interference with structures, the City retains the right to enter upon these easements for public purposes.

DAVID ELIASON OLESKY
VOL. 5467, PG. 7771
D.R.C.C.T.

40 20 0
SCALE 1"=40' FEET

STATE HIGHWAY 289
(PRESTON ROAD)
(VARIABLE WIDTH R.O.W.)

POINT OF BEGINNING

STATE PLANE COORDINATES:
N=7162537.4650
E=2473317.5840

STATE PLANE COORDINATES:
N=7170974.7215
E=2495894.0346

LINE	BEARING	DISTANCE
L1	N 88°45'03" E	25.38'
L2	N 01°14'57" W	20.00'
L3	N 75°53'22" W	15.70'
L4	N 88°45'03" E	24.00'
L5	S 88°45'03" W	24.00'
L6	S 01°14'57" E	13.50'
L7	N 72°29'06" W	23.50'
L8	S 17°30'54" W	24.00'
L9	S 72°29'06" E	23.50'
L10	S 17°42'32" W	4.79'
L11	S 72°29'06" E	10.00'
L12	S 17°30'54" W	12.00'
L13	N 72°29'06" W	6.00'

NOTE:

"According to Flood Insurance Rate Map (FIRM) Map No. 48085C0110J dated June 2, 2009 prepared by the Federal Emergency Management Agency (FEMA) for Collin County, Texas, this property is not in a floodplain."

Basis of Bearing:

The basis of bearings for this survey is the Texas State Plane Coordinate System Grid, North Central Zone (4202), North American Datum 1983(2011)

LOT 1, BLOCK "C"
THE ESTATES ON PRESTON
PHASE II
CAB. I, PG. 294
P.R.C.C.T.

PARCEL 22
STATE OF TEXAS
INST. NO. 20120417000445650
D.R.C.C.T.

FIRST BAPTIST CHURCH CELINA
VOL. 4095, PG. 1386
D.R.C.C.T.

15' PUBLIC UTILITY ESMT.
VOL. 4025, PG. 248
D.R.C.C.T.

HERITAGE, PHASE 1B
DOC. NO. 2003-0105117
P.R.C.C.T.
BLOCK "M"

HERITAGE, PHASE 1C
DOC. NO. 2004-0065220
P.R.C.C.T.

25' BUILDING LINE
DOC. NO. 2003-0105117
P.R.C.C.T.

5' UTILITY EASEMENT
DOC. NO. 2004-0065220
P.R.C.C.T.

30' BUILDING LINE
DOC. NO. 2003-0105112
P.R.C.C.T.

PUBLIC UTILITY ESMT.
DOC. NO. 2003-0105112
D.R.C.C.T.

BLOCK "J"
HERITAGE, PHASE 1
DOC. NO. 2003-0105112
P.R.C.C.T.

MARK NGUYEN
INST. NO. 20150812001009830
D.R.C.C.T.

NADIM F. NIMEH FAMILY TRUST
INST. NO. 20110126000102120
D.R.C.C.T.

S88°45'03"W 461.86'
ZONED: RETAIL/OFFICE

CURVE	RADIUS	TANGENT	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	20.00'	22.30'	96°13'39"	33.59'	N 68°08'54" E	29.78'
C2	44.00'	10.77'	27°30'40"	21.13'	S 77°29'37" E	20.92'
C3	20.00'	2.70'	15°21'35"	5.36'	N 83°34'09" W	5.35'
C4	20.00'	21.23'	93°24'16"	32.60'	N 29°11'14" W	29.11'
C5	20.00'	14.33'	71°14'09"	24.87'	N 53°07'59" E	23.30'
C6	20.00'	20.00'	90°00'00"	31.42'	S 46°14'57" E	28.28'
C7	20.00'	20.00'	90°00'00"	31.42'	S 43°45'03" W	28.28'
C8	44.00'	31.52'	71°14'09"	54.71'	S 53°07'59" W	51.25'
C9	20.00'	20.00'	90°00'00"	31.42'	S 62°30'54" W	28.28'
C10	20.00'	20.00'	89°59'47"	31.41'	S 27°29'13" E	28.28'
C11	20.00'	6.67'	36°52'12"	12.87'	S 00°55'12" E	12.65'

APPROVAL

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

OWNER:

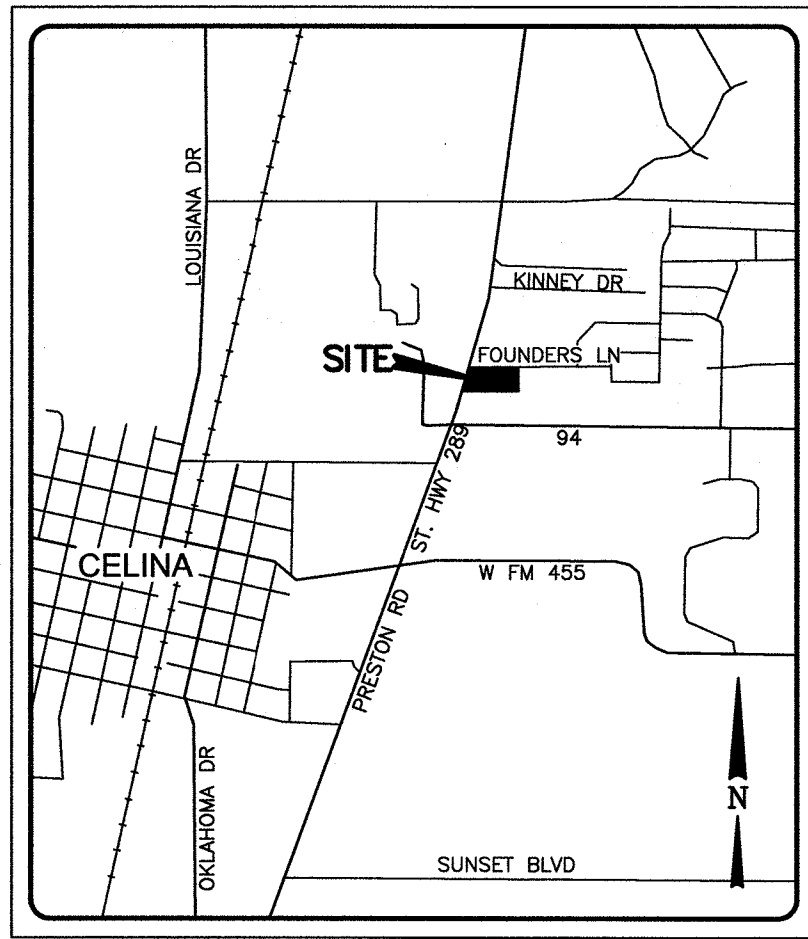
FOUNDERS & PRESTON LLC
CONTACT: MARK NGUYEN
6 SANTE FE
ARLINGTON TEXAS 76016

FINAL PLAT
Lot 32R, Block "J"
CONTAINING 1 LOT
85,578 sq. ft. or 1.965 ac
HERITAGE PLAZA
BEING A REPLAT OF
BLOCK J, LOT 32
HERITAGE, PHASE 1

AN ADDITION TO THE CITY OF CELINA, TEXAS
AS RECORDED IN DOC. NO. 2003-010512
PLAT RECORDS, COLLIN COUNTY, TEXAS
IN THE
COLLIN COUNTY SCHOOL LAND SURVEY,
ABSTRACT NO. 170 AND
CITY OF CELINA, COLLIN COUNTY, TEXAS

APRIL 2017

VOTEX SURVEYING COMPANY - TBPLS FIRM NO. 10013600
10440 N. CENTRAL EXPWY DALLAS, TEXAS 75231
PH. (469) 333-8831; candy@votexsurveying.com
PROJECT NO.



OWNER'S CERTIFICATE
VICINITY MAP
NOT TO SCALE

STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS Founders & Preston LLC is the owner of a 1.965 acre tract of land situated in the The Collin County School Land Survey, Abstract Number 170, in the County of Collin, Texas as conveyed by deed in Instrument Number 20160811001049770, Deed Records, Collin County, Texas (D.R.C.C.T.), and being all of Lot 32, Block J of Heritage, Phase One, an addition to the City of Celina, Texas as recorded in Document Number 2003-0105112, Plat Records, Collin County, Texas (P.R.C.C.T.) and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found at the southwest corner of said Lot 32, Block J, said point being in the east right-of-way line of State Highway No. 289 (Preston Road) (a variable width right-of-way);

THENCE North 17 degrees 30 minutes 54 seconds East, along the east right-of-way line of said State Highway 289, same being the west line of said Lot 32, Block J, a distance of 211.23 feet to a 1/2-inch iron rod with cap stamped "Votex Surveying", set for corner, said corner being the intersection of Founders Lane (a 60 foot wide right-of-way), between the east line of said State Highway 289, and the south line of said Founders Lane;

THENCE North 88 degrees 45 minutes 03 seconds East, departing said right-of-way line of State Highway 289, along the north line of said Lot 32, Block J, same being the south line of said Founders Lane, a distance of 393.91 feet to a 1/2-inch iron rod found for corner, said corner being the northeast corner of said Lot 32, Block J, said corner being the northwest corner of Lot 31, Block J of said Heritage, Phase One;

THENCE South 01 degrees 14 minutes 57 seconds East, departing south line of said Founders Lane, along the common line between said Lot 32, Block J, and said Lot 31, Block J, a distance of 200.00 feet to a 1/2-inch iron rod found for corner, said corner being the southeast corner of Lot 32, Block J, said corner being the southwest corner said Lot 31, Block J, same being in the north line of a tract of land conveyed by deed to Nadim F. Nimeh Family Trust, as recorded in Instrument Number 20110126000102120, (D.R.C.C.T.);

THENCE South 88 degrees 45 minutes 03 seconds West, along the north line of said Nadim F. Nimeh Family Trust tract, same being the south line of said Lot 32, Block J, a distance of 461.86 feet to the POINT OF BEGINNING and containing 85,578 square feet or 1.965 acres of land more or less.

Property Location Statement:

This property is located in the corporate limits of the City of Celina, Collin County, Texas.

Signature of Mayor

Date of Approval

Attest:

City Secretary

Date



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Robyn Miga, Planner
CC: Rick Chaffin, Interim City Manager
Date: May 9, 2017
Re: Westgate Section Four Final Plat

Action Requested:

Consider and act upon a Final Plat for Westgate Section Four, being approximately 2.521 acres, situated in the M.E.O. & P & RY. Survey, Abstract No. 644, City of Celina, Collin County, Texas. The property is generally located north of West Sunset Boulevard, west of South Utah Drive. (Westgate Section Four Final Plat) (Liebman)

Background Information:

Staff has reviewed the proposed Final Plat for Westgate Section Four and has determined it meets all requirements.

Board Review/Citizen Input:

The Planning & Zoning Commission unanimously voted to approve the plat at the April 18, 2017 meeting.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

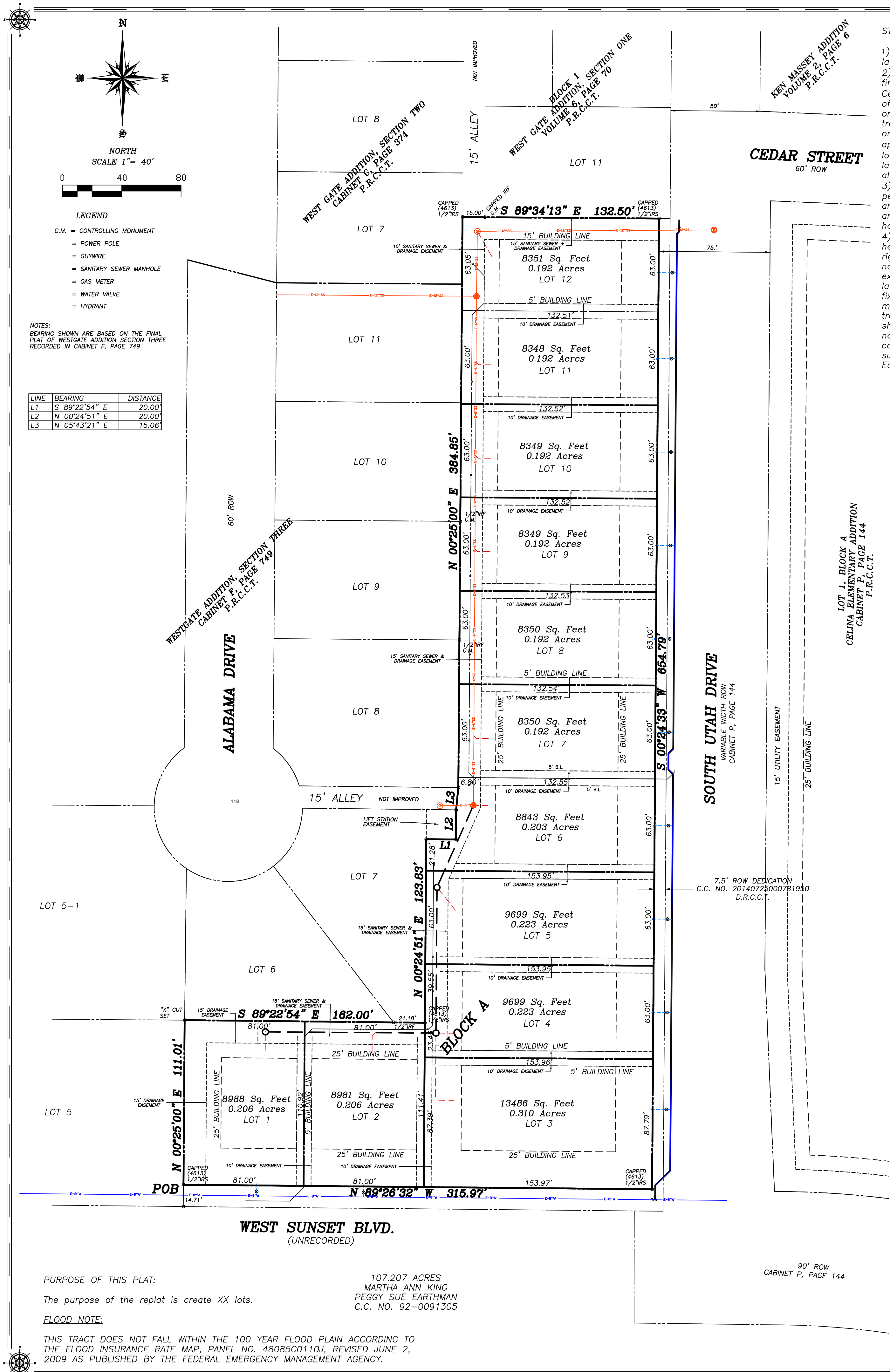
N/A

Supporting Documents:

Westgate Section Four Final Plat

Staff Recommendation:

Staff recommends approval as presented.



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) The undersigned does hereby covenant and agree that he or she or they shall construct upon the fire lane easements, as dedicated as shown hereon, a hard surface in accordance with the City of Celina's paving standards for fire lane, and that he or she or they shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking of motor vehicles, trailers, boats or other impediments to the accessibility of fire apparatus. The maintenance of paving on the fire lane easements is the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "Fire Lane, No Parking." The local law enforcement agency(s) is hereby authorized to enforce parking regulations within the fire lanes, and to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for Fire Department and emergency use.

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

4) The area or areas shown on the plat as "VAM" (Visibility, Access and Maintenance) Easement(s) are hereby given and granted to the city, its successors and assigns, as an easement to provide visibility, right of access for maintenance upon and across said VAM Easement. The city shall have the right but not the obligation to maintain any and all landscaping within the VAM Easement. Should the city exercise this maintenance right, then is shall be permitted to remove and dispose of any and all landscaping improvements, including without limitation, any trees, shrubs, flowers, ground cover and fixtures. The city may withdraw maintenance of the VAM Easement at any time. The ultimate maintenance responsibility for the VAM Easement shall rest with the owners. No building, fence, shrub, tree or other improvements or growths, which in any way may endanger or interfere with the visibility, shall be constructed in, on, over, or across the VAM Easement. The city shall also have the right but not the obligation to add any landscape improvements to the VAM Easement, to erect any traffic control devices or signs on the VAM Easement and to remove any obstruction thereon. The city, its successors, assigns, or agents shall have the right and privilege at all times to enter upon the VAM Easement or any part thereof for the purposes and with all rights and privileges set forth herein.

PROPERTY LOCATION STATEMENT:

This property is located in the corporate limits of the City of Celina, Collin County, Texas.

Signature of Mayor _____ Date of Approval _____

ATTEST: _____

City Secretary _____ Date _____

RECOMMENDED BY: PLANNING AND ZONING COMMISSION
CITY OF CELINA, TEXAS

SIGNATURE OF CHAIRPERSON _____ DATE OF RECOMMENDATION _____

APPROVED BY: CITY COUNCIL CITY OF CELINA, TEXAS

SIGNATURE OF MAYOR _____ DATE OF APPROVAL _____

ATTEST: _____

CITY SECRETARY _____ DATE _____

KNOW ALL MEN BY THESE PRESENTS:

That I, 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 _____, 2017.

Notary Public in and for the State of Texas

My Commission Expires On: _____

STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS Dorothy Stambaugh and Lewis Dickerson are the Owners of a tract of land situated in the M.E.P. & P. RY. Survey, Abstract No. 644, City of Celina, Collin County, Texas, and being part of a 12.625 acre tract as recorded in Volume 1334, Page 890, Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a capped (4613) 1/2 inch iron rod set for corner in the east line of of Lot 6, Westgate Addition Section Three, according to the plat thereof recorded in Cabinet F, Page 749, Plat Records, Collin County, Texas, said iron rod being North 00 degrees 25 minutes 00 seconds East a distance of 14.71' from the southeast corner of said Lot 5;

THENCE North 00 degrees 25 minutes 00 seconds East following the east line of said Lot 5 a distance of 111.01 feet to a "X" cut set for corner at the southwest corner of Lot 6 of said addition;

THENCE South 89 degrees 22 minutes 54 seconds East following the south line of said Lot 6 and Lot 7 of said addition a distance of 162.00 feet to a capped (4613) 1/2 inch iron rod set for corner;

THENCE North 00 degrees 24 minutes 51 seconds East following the east line of said Lot 7 a distance of 123.83 feet to a capped (4613) 1/2 inch iron rod set for corner;

THENCE South 89 degrees 22 minutes 54 seconds East a distance of 20.00 feet to a capped (4613) 1/2 inch iron rod set for corner;

THENCE North 00 degrees 24 minutes 51 seconds East a distance of 20.00 feet to a capped (4613) 1/2 inch iron rod set at the southeast corner of a 15' alley;

THENCE North 5 degrees 43 minutes 21 seconds East following the east end of said alley a distance of 15.06 feet to a capped (4613) 1/2 inch iron rod set at the northeast corner of said alley;

THENCE North 00 degrees 25 minutes 00 seconds East following the east line of said Westgate Addition No. Three passing at 339.59 feet the northeast corner of said Westgate Addition Section No. Three and the southeast corner of Westgate Addition Section No. Two in all a distance of 384.85 feet to a capped (4613) 1/2 inch iron rod set for corner at the southwest corner of Westgate Addition Section One;

THENCE South 89 degrees 34 minutes 13 seconds East following the south line of said Westgate Addition Section One a distance of 132.50 feet to a capped (4613) 1/2 inch iron rod set for corner in the west line of South Utah Street/County Road No. 56;

THENCE South 00 degrees 24 minutes 33 seconds West following the west ROW line of said South Utah Street/County Road No. 56 a distance of 654.79 feet to a capped 1/2 inch iron rod found for corner;

THENCE North 89 degrees 26 minutes 32 seconds West following the north ROW line of West Sunset Blvd./County Road No. 56 a distance of 315.97 feet to the POINT OF BEGINNING and containing 109,795 square feet or 2.521 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Dorothy Stambaugh and Lewis Dickerson, does hereby adopt this plat designating the herein above described property as Westgate Section Four, an addition to the City of Celina, Texas, and does hereby dedicate, in fee simple to the public use forever, the streets, rights-of-way, and there public improvements shown thereon. The streets and alleys, if any, are dedicated for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed on landscape easements, if approved by the City Council of the City of Celina. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public use and City of Celina's use thereof. The City of Celina and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Celina and public utility entities shall at all times have the full right ingress and egress to or from their respective easements for the purpose of constructing, constructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone. This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Celina, Texas.

WITNESS, my hand this the ____ day of _____, 2017

BY: Dorothy Stambaugh _____ Lewis Dickerson _____

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 Dorothy Stambaugh, 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 _____, 2017.

Notary Public in and for the State of Texas

My Commission Expires On: _____

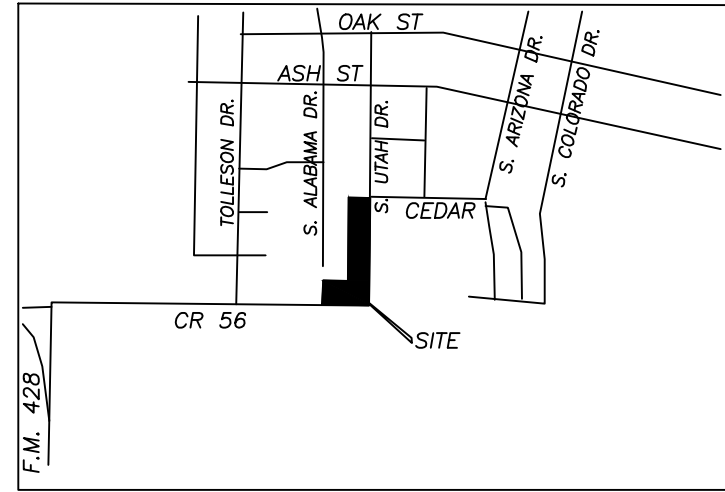
STATE OF TEXAS
COUNTY OF COLLIN

Before me, the undersigned authority, a Notary public in and for the State of Texas, on this day personally appeared Lewis Dickerson, 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 _____, 2017.

Notary Public in and for the State of Texas

My Commission Expires On: _____



FINAL PLAT
WESTGATE SECTION FOUR
2.521 ACRES
M.E.P. & P. RY. SURVEY
ABSTRACT NO. 644
CITY OF CELINA
COLLIN COUNTY, TEXAS

OWNER
LEWIS DICKERSON
1130 N LOUISIANA DR.
CELINA, TEXAS 75009
(972) 382-2123

SURVEYOR
SURDUKAN SURVEYING, INC.
P.O. BOX 126
ANNA, TEXAS 75409
(972) 924-8200
TEXAS FIRM NO. 10069500

CITY OF CELINA CASE NO.

SCALE 1" = 40'

DATE: APRIL 12, 2017

JOB No. 2014-141



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Robyn Miga, Planner
CC: Rick Chaffin, Interim City Manager
Date: May 9, 2017
Re: Buffalo Ridge Phase 1 Construction Plat

Action Requested:

Consider and act upon a Construction Plat for Buffalo Ridge Phase 1, being approximately 23.505 acres situated in the L.M. Boyd Survey, Abstract No. 48, City of Celina, Collin County, Texas, comprised of 63 residential lots, and five (5) HOA lots. The property is generally located west of County Road 97, south of County Road 134, east of Preston Road, and north of County Road 100. (Buffalo Ridge Ph. 1 Construction Plat) (Liebman)

Background Information:

Staff has reviewed the proposed Construction Plat for Buffalo Ridge Phase 1 and has determined that the comments remaining are minor in nature and can be addressed prior to scheduling a pre-construction meeting.

Board Review/Citizen Input:

The Planning & Zoning Commission unanimously approved the Construction Plat at their April 18, 2017 meeting.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

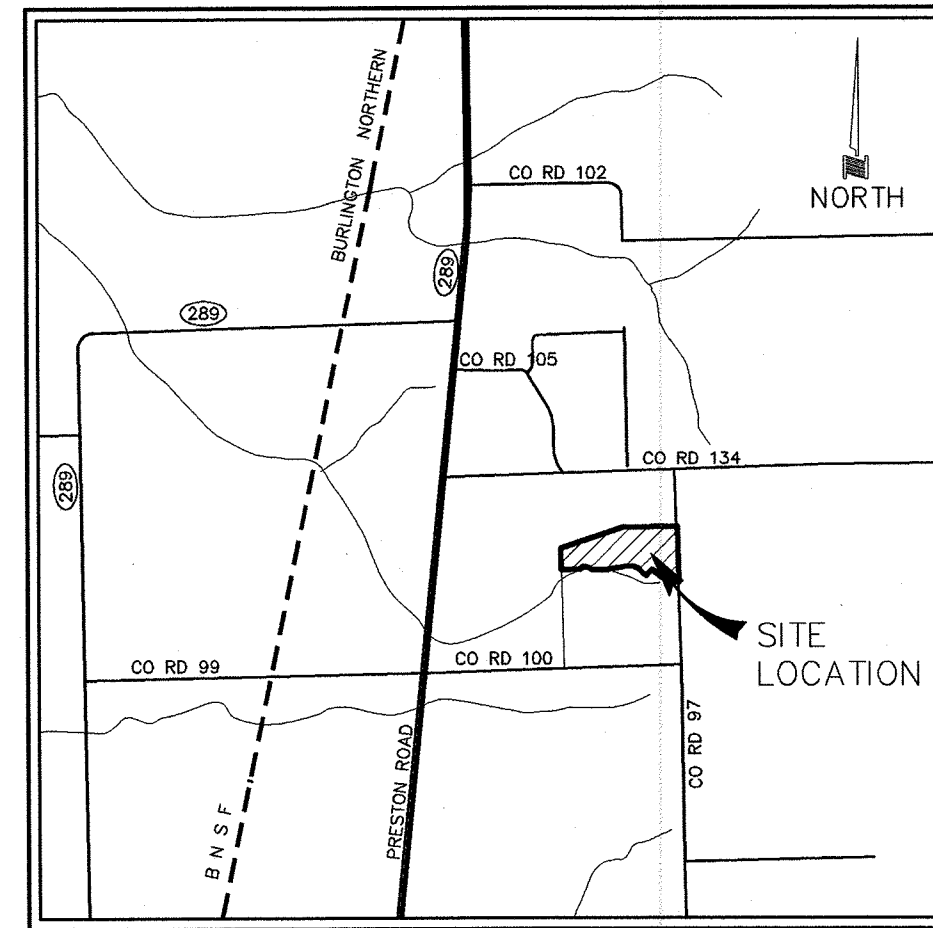
N/A

Supporting Documents:

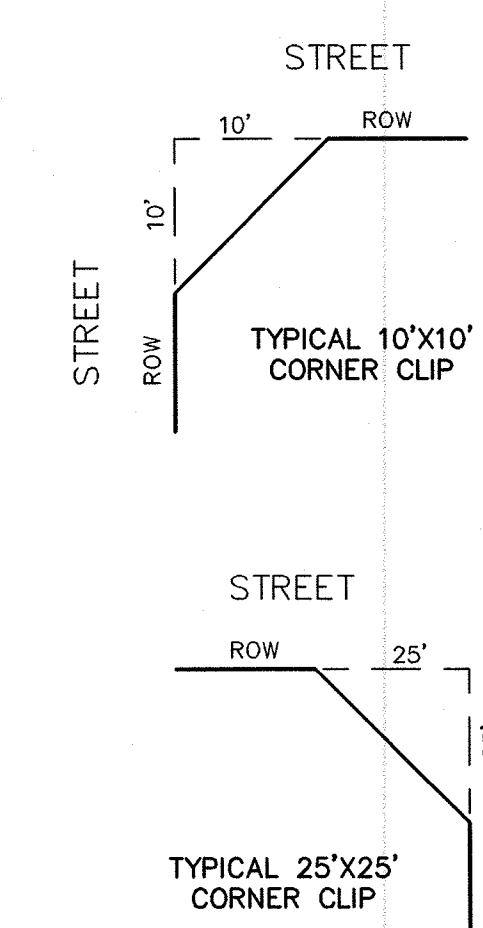
Buffalo Ridge Ph. 1 Construction Plat

Staff Recommendation:

Staff recommends approval pending all engineering comments being addressed prior to setting a pre-construction meeting.



LOCATION MAP NOT TO SCALE



- NOTES**
1. NOTICE: 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. LOTS 1X, 2X, 3X & 4X BLOCK C SHALL BE HOA LOTS OWNED AND MAINTAINED BY THE HOA.
 3. ALL LOT CORNERS ARE 1/2" IRON RODS SET WITH A YELLOW PLASTIC CAP STAMPED "DAA" UNLESS OTHERWISE NOTED.
 4. "X" CUTS SET IN CONCRETE STREET PAVING AT ALL INTERSECTION AND POINTS OF CURVATURE.
 5. BASIS OF BEARINGS DERIVED FROM THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, NORTH CENTRAL ZONE, AS DETERMINED BY THE MONUMENTS (CM-1) AND (CM-2).
 6. ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) MAP NO. 48085C0110J DATED: JUNE 2, 2009 PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR COLLIN COUNTY, TEXAS, NO FLOODPLAIN PRESENT ON THIS SITE.
 7. DEVELOPMENT STANDARDS OF THIS PLAT SHALL COMPLY WITH PD ORDINANCE NO. 2015-77.

ROADWAY LINE TABLE

LINE	BEARING	DISTANCE
T1	S72°53'52"W	19.59'
T2	N00°49'49"W	30.88'
T3	S17°53'04"E	25.00'
T4	N72°06'56"E	23.42'
T5	N48°56'12"E	86.87'
T6	N89°08'34"E	5.32'
T7	S00°51'27"E	25.00'

ROADWAY CURVE TABLE

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C1	50°13'13"	250.00'	117.16'	219.13'	N65°43'13"W 212.18'
C2	50°13'13"	250.00'	117.16'	219.13'	N65°43'13"W 212.18'
C3	16°16'19"	350.00'	50.04'	99.40'	S81°02'01"W 99.07'
C4	16°16'19"	500.00'	71.48'	142.00'	S81°02'01"W 141.52'
C5	90°00'00"	45.00'	45.00'	70.69'	N45°49'49"W 63.64'
C6	94°29'35"	45.00'	48.67'	74.21'	N48°04'37"W 66.09'
C8	14°21'55"	250.00'	31.51'	62.68'	N08°00'47"W 62.52'
C9	72°56'45"	45.00'	33.27'	57.29'	N35°38'33"E 53.50'
C10	17°03'15"	250.00'	37.48'	74.41'	N80°38'33"E 74.14'
C11	90°00'00"	45.00'	45.00'	70.69'	S45°49'49"E 63.64'
C12	17°28'03"	250.00'	38.41'	76.22'	N07°54'12"E 75.92'
C13	20°28'26"	350.00'	63.21'	125.07'	N39°07'34"E 124.40'
C14	40°12'22"	250.00'	91.50'	175.43'	N69°02'23"E 171.85'
C25	12°33'40"	350.00'	38.52'	76.73'	N78°23'46"E 76.58'

LOT LINE TABLE

LINE	BEARING	LENGTH
T8	S44°10'11"W	35.36'
T9	S45°49'49"E	35.36'
T10	N45°49'49"W	14.14'
T11	N44°10'11"E	14.14'
T12	N4°09'48"E	14.20'
T13	N85°50'12"W	14.09'
T14	S3°54'19"W	14.26'
T15	N29°34'01"W	15.33'
T16	S53°44'47"W	14.34'
T17	N56°56'50"W	12.96'
T18	S34°15'14"W	14.59'
T19	S58°07'45"W	20.31'
T22	S89°14'43"W	20.00'

LOT CURVE TABLE

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C15	90°00'00"	20.00'	20.00'	31.42'	S45°49'49"E 28.28'
C16	72°56'45"	20.00'	14.78'	25.46'	N35°38'33"E 23.78'
C17	90°00'00"	20.00'	20.00'	31.42'	N45°49'49"W 28.28'
C18	94°29'35"	20.00'	21.63'	32.98'	N48°04'37"W 29.37'
C19	26°45'42"	50.00'	54.66'	231.17'	N41°35'43"E 73.78'
C20	163°44'23"	50.00'	350.00'	142.89'	S45°49'49"E 98.99'
C20	163°44'23"	50.00'	350.00'	142.89'	S45°49'49"E 98.99'
C21	181°10'50"	50.00'	485.09'	158.11'	N54°33'03"W 99.99'
C22	270°00'00"	50.00'	50.00'	235.62'	S62°53'04"E 70.71'

BOUNDARY LINE TABLE

LINE	BEARING	LENGTH
T21	N61°06'39"W	50.00'

BOUNDARY CURVE TABLE

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C23	18°30'11"	325.00'	52.94'	104.95'	S38°08'26"W 104.50'
C24	8°04'23"	375.00'	26.46'	52.84'	S24°51'09"W 52.79'

CITY FILE NUMBER: P-201702-02
23.505 ACRES
63 RESIDENTIAL LOTS
5 HOA LOTS

**CONSTRUCTION PLAT
BUFFALO RIDGE
PHASE ONE**

AN ADDITION TO THE CITY OF CELINA
L.M. BOYD SURVEY, ABSTRACT NO. 48
COLLIN COUNTY, TEXAS

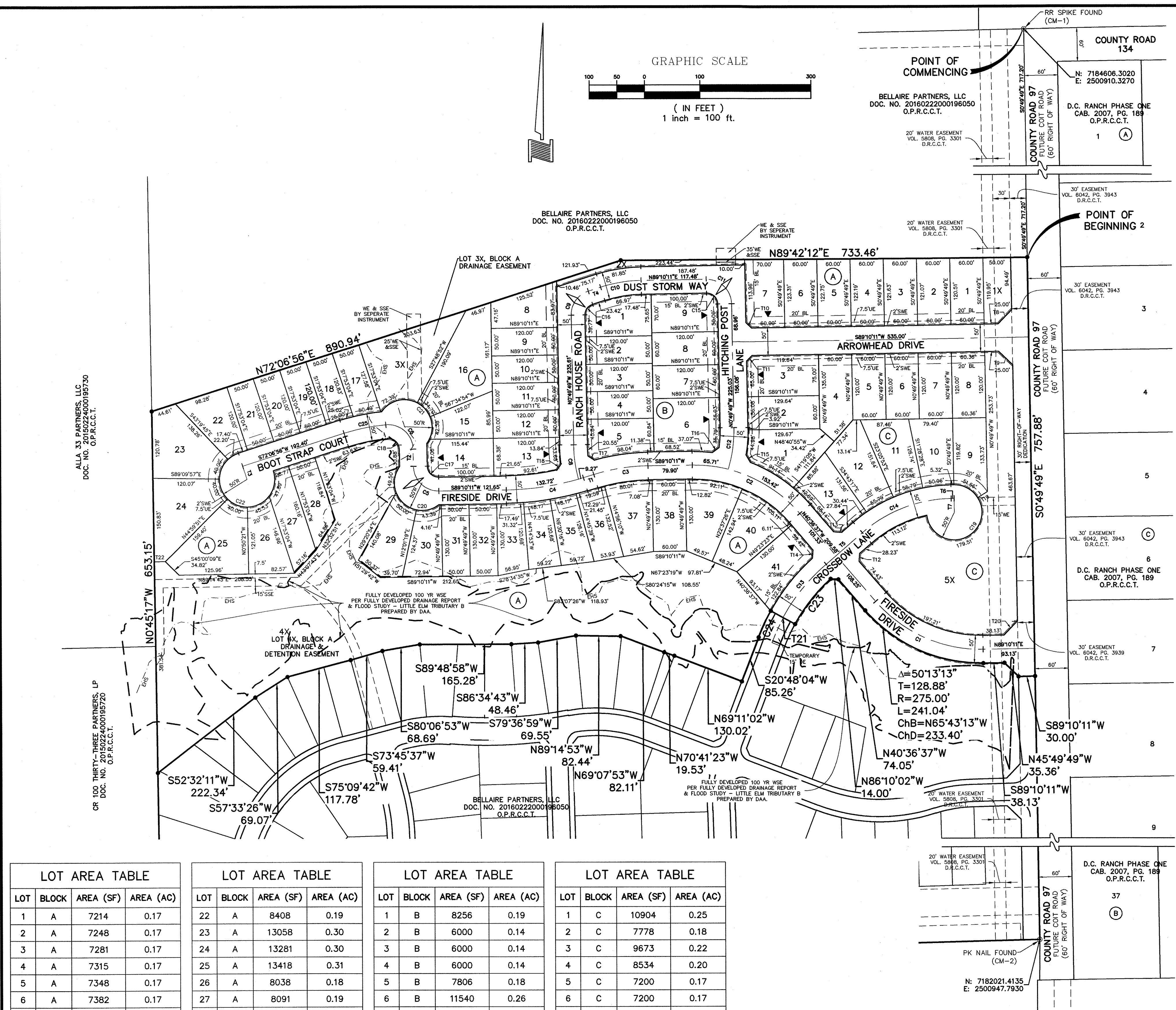
APRIL 2017 SCALE: 1"= 100'

OWNER
BELLAIRE PARTNERS, LLC
12400 PRESTON ROAD, SUITE 100
FRISCO, TEXAS 75033
972-250-1263
CONTACT: REX GLENDENNING

DEVELOPER
POINTE LAND DEVELOPMENT
6860 NORTH DALLAS PARKWAY, SUITE 200
PLANO, TEXAS 75024
972-905-2146
CONTACT: NEAL HECKEL

ENGINEER/SURVEYOR
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200, Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800
CONTACT: TONY KRAUSKA

DOCUMENT NUMBER



LOT AREA TABLE

LOT	BLOCK	AREA (SF)	AREA (AC)
1	A	7214	0.17
2	A	7248	0.17
3	A	7281	0.17
4	A	7315	0.17
5	A	7348	0.17
6	A	7382	0.17
7	A	8604	0.20
8	A	7868	0.18
9	A	6000	0.14
10	A	6000	0.14
11	A	6000	0.14
12	A	6000	0.14
13	A	7871	0.18
14	A	8102	0.19
15	A	7129	0.16
16	A	15964	0.37
17	A	6182	0.14
18	A	6007	0.14
19	A	6000	0.14
20	A	6000	0.14
21	A	6000	0.14

LOT AREA TABLE

LOT	BLOCK	AREA (SF)	AREA (AC)
22	A	8408	0.19
23	A	13058	0.30
24	A	13281	0.30
25	A	13418	0.31
26	A	8038	0.18
27	A	8091	0.19
28	A	6975	0.16
29	A	8939	0.21
30	A	7253	0.17
31	A	6500	0.15
32	A	6500	0.15
33	A	6567	0.15
34	A	6454	0.15
35	A	6616	0.15
36	A	6917	0.16
37	A	9378	0.22
38	A	7800	0.18
39	A	10604	0.24
40	A	10930	0.25
41	A	10000	0.23

LOT AREA TABLE

LOT	BLOCK	AREA (SF)	AREA (AC)
1	B	8256	0.19
2	B	6000	0.14
3	B	6000	0.14
4	B	6000	0.14
5	B	7806	0.18
6	B	11540	0.26
7	B	7200	0.17
8	B	7200	0.17
9	B	8314	0.19

LOT AREA TABLE

LOT	BLOCK	AREA (SF)	AREA (AC)
1	C	10904	0.25
2	C	7778	0.18
3	C	9673	0.22
4	C	8534	0.20
5	C	7200	0.17
6	C	7200	0.17
7	C	7200	0.17
8	C	7243	0.17
9	C	7872	0.18
10	C	8247	0.19
11	C	9596	0.22
12	C	10179	0.23
13	C	9256	0.21

HOA LOT AREA TABLE

LOT	BLOCK	AREA (SF)	AREA (AC)
1X	A	5674	0.13
2X	A	3774	0.09
3X	A	17266	0.40
4X	A	219290	5.03
5X	C	60545	1.39

- LEGEND**
- BL = BUILDING LINE
 - VAM = VISIBILITY, ACCESS AND MAINTENANCE ESMT
 - SSE = SANITARY SEWER EASEMENT
 - WE = WATER EASEMENT
 - DE = DRAINAGE EASEMENT
 - UE = UTILITY EASEMENT
 - EHS = EROSION HAZARD SETBACK
 - HOA = HOME OWNERS ASSOCIATION
 - WSE = WATER SURFACE ELEVATION
 - SWE = SIDE WALK EASEMENT
 - IRF = IRON ROD FOUND
 - <CM> = CONTROL MONUMENT
 - O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
 - D.R.C.C.T. = DEED RECORDS OF COLLIN COUNTY, TEXAS
 - ⊙ = 1/2" IRON ROD FOUND W/YELLOW PLASTIC CAP STAMPED "DAA" (UNLESS OTHERWISE NOTED)
 - = 1/2" IRON ROD SET W/YELLOW PLASTIC CAP STAMPED "DAA"
 - ◇ = DENOTES STREET NAME CHANGE
 - ▼ = DENOTES FRONT OF LOT



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Rick Chaffin, Interim City Manager
 Date: May 9, 2017
 Re: Consider and act upon a resolution granting support for the renaming portions of CR 55 & CR 98 to Glendenning Parkway

Action Requested:

Consider and act upon a resolution granting support for the renaming portions of CR 55 & CR 98 to Glendenning Parkway. (Liebman)

Background Information:

In May 2015 the City Council adopted a revised City street naming policy. During the formulation of this policy revision staff and members of the City Council met with long term members of the Celina community in an effort to set street names for our future major roadways.

A strong emphasis was placed on ensuring that the various street names reflect the both the heritage and history of the properties that each road is adjacent to or bisect.

As originally adopted portions of CR 55 and CR 89 were slated to be named Glendenning Drive, after further consideration staff is proposing that the name be revised to Glendenning Parkway due to it being a divided thoroughfare in the future.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City Attorney has reviewed the proposed resolution

Supporting Documents:

- Proposed Resoultion

Staff Recommendation:

Staff recommends approval

CITY OF CELINA, TEXAS
RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF CELINA, TEXAS HEREBY REVISING THE
CITY OF CELINA'S STREET NAME APPROVAL
POLICY; PROVIDING FOR AN EFFECTIVE DATE
HEREOF.**

WHEREAS, the City Council of the City of Celina adopted a revised street name approval policy, and map with historic name placeholders on May 12, 2015;

WHEREAS, policies of the City are revised from time-to-time;

WHEREAS, the City Council of the City of Celina desires to honor the historic heritage of the early families who settled in Celina; and

WHEREAS, the City Council of the City of Celina also desires to recognize prominent citizens, both living and deceased;

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

SECTION 1: The City of Celina does revise a portion of its Master Thoroughfare Plan Map with Historic Name Place-Holders ("Official Map") for the purpose of renaming "Glendenning Drive" to "Glendenning Parkway", a copy of which is attached hereto as Exhibit "A" and incorporated herein for all purposes.

SECTION 2: The following street names shall be changed immediately, street placards shall be replaced with the adopted names, and notice shall be given to property owners along such streets of the official change:

- County Road 55, from SH 289 "Preston Road" to the limits of its western extension, shall become "Glendenning Parkway" as depicted in Exhibit "B"
- County Road 89 from SH 289 "Preston Road" to the limits of its eastern extension shall become "Glendenning Parkway" as depicted in Exhibit "C"

SECTION 3: The City Council reviewed the revised Policy and hereby adopts the same,

SECTION 4: This Resolution shall take effect immediately upon its passage.

AND IT IS SO RESOLVED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this __9th day of May, 2017.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

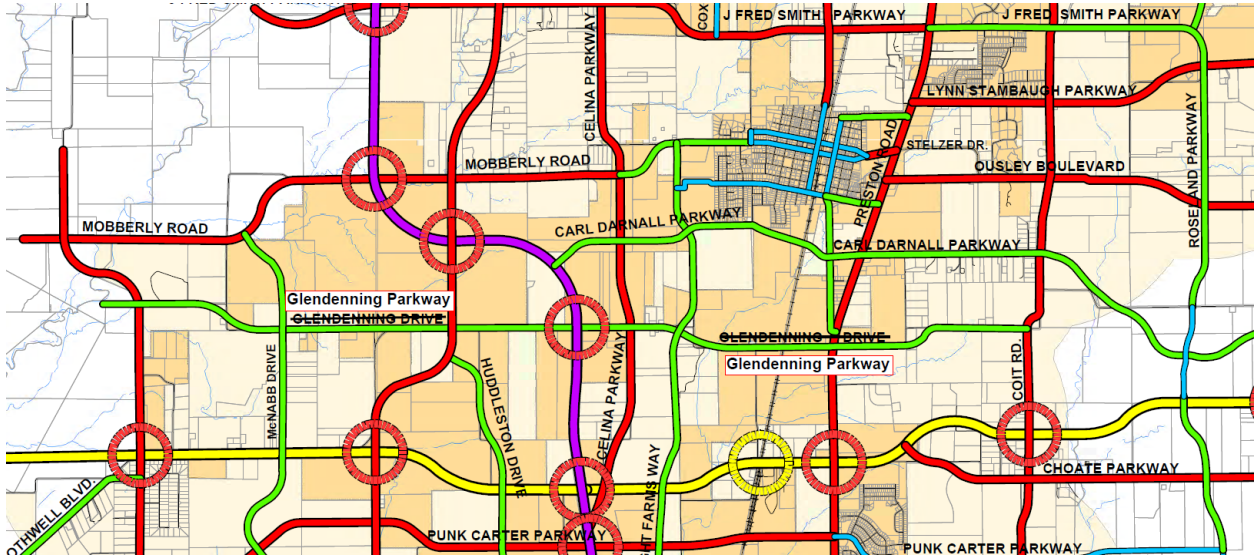
Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

Lance Vanzant, Attorney for the City
City of Celina, Texas

Exhibit "A"
Revised Street Name Placeholder



Attachment: Revised Street Naming Policy (Glendenning Parkway) (2036 : Glendenning Parkway)

Exhibit "B"
Proposed County Road 55 renaming limits

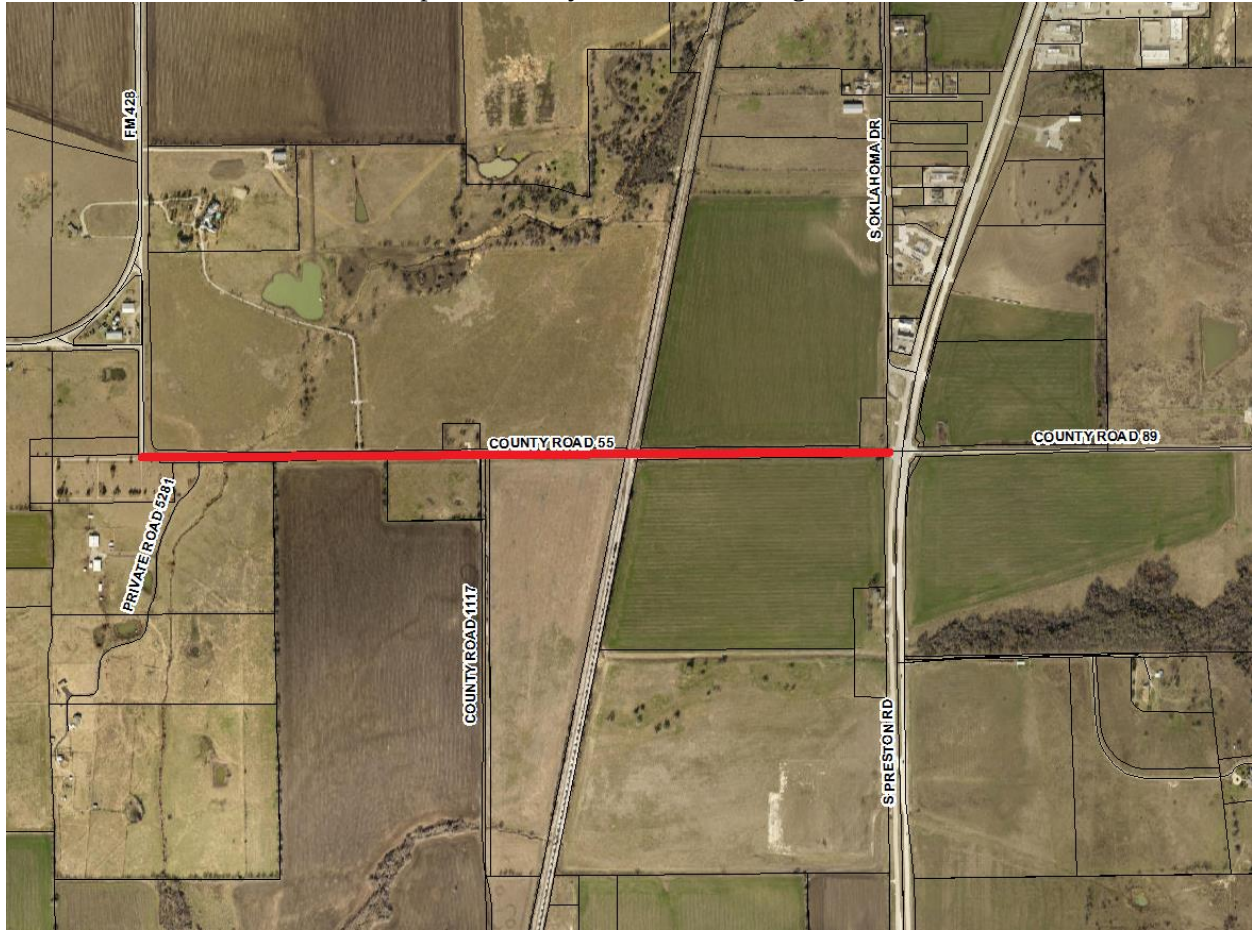
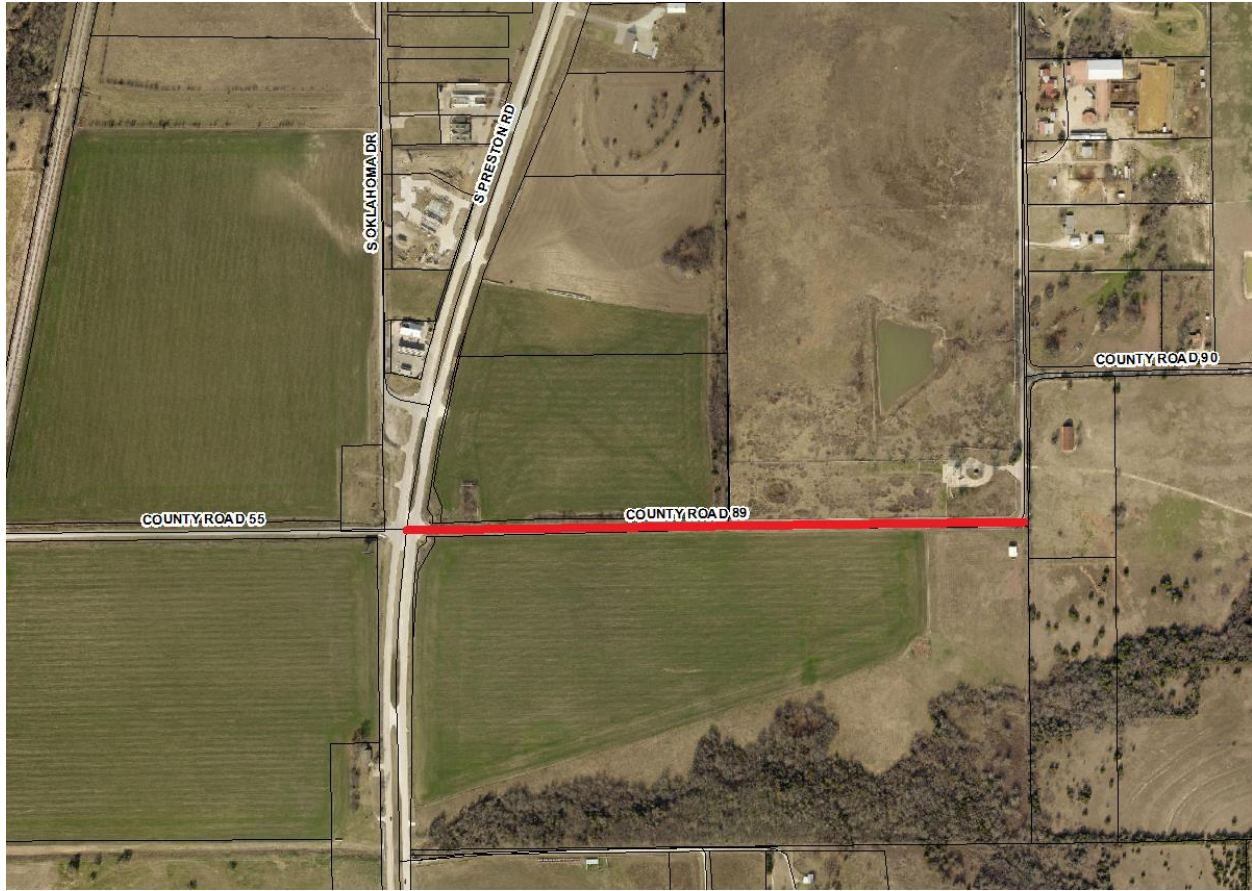


Exhibit "C"
Proposed County Road 89 renaming limits





Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jay Toutounchian, Finance Director
CC: Rick Chaffin, Interim City Manager
Date: May 9, 2017
Re: Reappointing the Municipal Judge

Action Requested:

Consider and act upon a resolution of the City of Celina, Texas, appointing Art Maldonado as judge of the Municipal Court of the City of Celina, Texas, setting the compensation of said judge, setting the term of office of said judge, and establishing authority in accordance with State laws and the Home Rule Charter of the City of Celina. (Toutounchian)

Background Information:

The Municipal Judge is reappointed every three years per the Celina Home Rule Charter. It is proposed to reappoint current Judge Art Maldonado.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

resolution

Staff Recommendation:

**CITY OF CELINA
RESOLUTION NO. 2017- R**

A RESOLUTION OF THE CITY OF CELINA, TEXAS, APPOINTING A JUDGE OF THE MUNICIPAL COURT OF THE CITY OF CELINA, TEXAS; SETTING THE COMPENSATION OF SAID JUDGE; SETTING THE TERM OF OFFICE OF SAID JUDGE; ESTABLISHING AUTHORITY IN ACCORDANCE WITH STATE LAWS AND THE HOME RULE CHARTER OF THE CITY OF CELINA, TEXAS.

WHEREAS, The City Council of the City of Celina, Texas, by this resolution does hereby appoint Art Maldonado to the office of Judge of the Municipal Court of the City of Celina, Texas, for a term to commence with the passage of this resolution and to terminate at the end of three years.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Celina, Texas:

Section 1. Compensation:

The Municipal Judge shall be paid monthly as may be determined by the City Council. Said Judge will not be entitled to insurance benefits or retirement benefits provided by the City of Celina, Texas to its full time employees.

Section 2. Authority

This resolution is enacted in accordance with the laws of the State of Texas providing for the filling of the office of the Judge of the Municipal Court of the City of Celina, Texas, by appointment as authorized by the Home Rule Charter of the City of Celina.

Section 3. Effective Date

This resolution shall take effect on May 9, 2017, and as the law in such cases provides, shall expire at the end of May, 2020.

DULY PASSED by the City Council of the City of Celina, Texas on the 9th day of May, 2017.

Sean Terry, Mayor

Vicki Faulkner, City Secretary

Attachment: 2017- R AppointMunicipalJudge (2017 : Municipal Judge)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Mary Petty, Petty & Associates, Inc.
Date: May 9, 2017
Re: Sutton Fields II, Public Hearing Amending the Tax Increment Reinvestment Zone Number Four,
Final Project and Financing Plan

Action Requested:

The Celina City Council will conduct and continue a public hearing to consider testimony regarding an amendment to the Reinvestment Zone Number Four Final Project and Financing Plan and the enlargement of the zone. (Sutton Fields II) (Petty)

Background Information:

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Staff Recommendation:



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Mary Petty, Petty & Associates, Inc.
Date: May 9, 2017
Re: Sutton Fields II, Public Hearing Amending the Public Improvement District Service and Assessment Plan

Action Requested:

The Celina City Council will conduct and continue a public hearing to consider testimony regarding an amendment to the Sutton Fields II Public Improvement District Service and Assessment Plan (SAP), dated November 10, 2015 for property within the Sutton Fields II Public Improvement District pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended. (Sutton Fields II) (Petty)

Background Information:

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Staff Recommendation:



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Robyn Miga, Planner
 CC: Rick Chaffin, Interim City Manager
 Date: May 9, 2017
 Re: Eland Ranch ETJ Development Agreement

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon a consideration of proposed land use regulations for Eland Ranch Extraterritorial Jurisdiction Development Agreement. The property is approximately 316.306 acres situated in the Martha Heron Survey, Abstract No. 415 Collin County, Texas. The property is in the City of Celina's ETJ generally located north of County Road 96, south of County Road 101, and east of County Road 97. (Eland Ranch Development Agreement) (Liebman)

Background Information:

An application has been made from the Eland Ranch Development for a Development Agreement with the City of Celina for a 316.306 acre tract of land in the ETJ. This Development Agreement outlines development regulations and other considerations prior to the annexation and subsequent zoning of the property. The land uses outlined in this Development Agreement closely aligned with those already approved in the two planned developments on either side of the property. Eland Ranch is a proposed Municipal Management District.

Land Use

This ETJ Development Agreement is the middle tract between two Planned Developments, PD 36 and PD 37 for Kirk Ranch. All three make up the Eland Ranch Development, which covers approximately 1,386 acres. The ETJ tract in this development agreement is proposed to be developed single-family with a base zoning of SF-R with a variety of lot mixes, which are explained below:

Lot Summary

Lot Type	Min. Lot Area	Min. Lot Width	Min. Lot Depth	Max Lot Coverage	Front	Rear	Interior Side	Corner Side
SFD-A	4,000 sf	40'	100'	65%	15'	10'	5'	15'
SFD-B	5,500 sf	50'	110'	60%	20'	15'	5'	15'
SFD-C	7,000 sf	60'	100'	60%	25'	20'	5'	15'

SFD-D	8,000 sf	70'	110'	60%	25'	20'	7'	15'
SFD-E	9,000 sf	75'	120'	50%	25'	20'	8'	15'
SFD-F	43,560 sf	80'	120'	50%	30'	25'	15'	15'

Density

The property will have a maximum of 275.8 acres of single-family, 28.7 acres of open space, and 20.3 acres will make up right-of-way.

The maximum mean gross residential density within the overall ETJ property shall be 4.2 dwelling units per gross acre. At full build out of the ETJ property, a maximum of 50% of the lots shall be SFD-A and SFD-B type lots with SFD-A type lots not exceeding 20% of the total lots, and a minimum of 15% of the lots shall be SFD-D, SFD-E, and/or SFD-F type lots.

Thoroughfare Plan:

The Thoroughfare Plan shows the northern boundary road of this property to be 90 to 100 foot of right-of-way for a four lane divided thoroughfare; the western boundary road of CR 97 is future Coit Road, which is a 120' of right-of-way for a six lane divided thoroughfare; the southern boundary road is a major arterial, which calls for 140-160' of right-of-way for a six lane divided thoroughfare; and there is a collector road, which runs through the middle of the property. The concept plan for the development of this tract complies with the City's Thoroughfare Plan.

Comprehensive Plan:

The City of Celina's Comprehensive Plan calls for suburban moderate high-residential in this area, therefore the proposed development agreement complies.

Board Review/Citizen Input:

A notice of public hearing was published in the Celina Record on April 14, 2017. Notices of the public hearing have been sent to all owners of property, as indicated by the most recently approved Collin County tax rolls, who are located within 200 feet of the subject property.

The Planning & Zoning Commission recommended approval with a 5-1 vote at their April 18, 2017 meeting.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The document was reviewed by the City's land use attorney.

Supporting Documents:

Proposed Concept Plan

Proposed Land Use Regulations

Staff Recommendation:

Staff recommends approval as presented.

ELAND RANCH **DEVELOPMENT REGULATIONS**

This **Exhibit D** shall apply only to the ETJ Property.

1. General Provisions

- 1.1 Zoning Ordinance.** Terms used in these Development Regulations shall have the same definition as given in Chapter 14 of the City's Code, the Comprehensive Zoning Ordinance (the "Zoning Ordinance") unless otherwise defined herein. In the event of a conflict between these Development Regulations and the Zoning Ordinance, these Development Regulations shall control
- 1.2 Concept Plan.** The portion of the Concept Plan on **Exhibit C** covering the ETJ Property (the "Concept Plan") shall serve as the concept plan for the ETJ Property.
- 1.3 Base Zoning Districts Established.** The ETJ Property may be developed in accordance with the standards of the Single Family Residential (SF-R) zoning district, as modified by this **Exhibit D**.
- 1.4 Maintenance and Improvements.** Prior to the issuance of a building permit for the initial phase of development, a property owner's association, membership association, or other legal entity shall be formed.
- 1.5 Drainage Analysis.** Per the City's subdivision regulations and in compliance with Section 3 of the City's Engineering Standards, the developer will conduct a drainage analysis to determine the impact the development will have on the immediate downstream receiving stream(s).

2. Land Use Areas & Lot Types Defined

- 2.1 Land Use.** Permitted uses are set forth in this Section 2.1. If a use is not listed in this Section 2.1, it is prohibited.

2.1.1 Permitted Uses. Unless otherwise noted, the following uses are permitted by right:

- a. Agriculture, including the raising of field crops and horticulture, and farming, including horse and cattle operations, but excluding feedlots, poultry farms, and kennels. Barns and other facilities utilized for the general practice/operation of agricultural activities are permitted by right.
- b. Amenity centers, private.
- c. Buildings and installations geographically necessary to operate a public utility, but not including general office, material yards or repair shops. Such facilities shall observe yard space rules, but shall not be required to provide the full lot size and lot width requirement.

- d. Churches, synagogues, chapels and similar places of religious worship and instruction of a quiet nature.
- e. Country clubs.
- f. Greenhouses.
- g. Open space and associated amenities and improvements.
- h. Parks, Open Space and recreation areas including swimming pool facilities, water parks, clubhouses, sport courts and other similar facilities operated by public or private entities.
- i. Private streets/gated community. Permitted by CUP.
- j. Public or private golf course and related facilities.
- k. Public and quasi-public buildings for cultural use.
- l. Ranch and farm dwellings pertaining to agricultural operations.
- m. Recreational camps operated by public, charitable or religious organizations.
- n. Riding academies.
- o. Single Family Detached-Type A ("SFD-A").
- p. Single Family Detached-Type B ("SFD-B").
- q. Single Family Detached-Type C ("SFD-C").
- r. Single Family Detached-Type D ("SFD-D").
- s. Single Family Detached-Type E ("SFD-E").
- t. Single Family Detached-Type F ("SFD-F").
- u. Temporary construction offices and storage yards associated with development of the Property.

2.1.2 Permitted accessory uses. The following accessory uses are permitted in connection with a main use/principal use on the same property:

- a. Living quarters for persons regularly employed on the premises; but not including labor camps or dwellings for transient labor.
- b. Guest houses.
- c. Home occupations per the Zoning ordinance.
- d. Offices incidental to and necessary for conducting a permitted use.
- e. Parking areas.
- f. Private garages, stables, and barns.
- g. Roadside stands not exceeding 400 square feet in floor area, for the sale of agricultural products grown on the premises.
- h. Nameplates and non-illuminated signs not to exceed 20 square feet in area identifying the premises, but not containing over 20 percent brand

advertising.

- i. Other accessory uses and buildings customarily appurtenant to a permitted use, including, but not limited to, associational meetings, religious gatherings, and social activities.

2.1.3 Additional Permitted Uses for Existing Kirk House and Existing Covered Arena*

- a. Bed and breakfast
- b. Restaurant
- c. Office space
- d. Meeting space or retreat
- e. Event center
- f. Sporting events/sports facilities

*To the extent required by the applicable City building and fire codes, the portions of the existing Kirk House and covered arena being modified must comply with such codes.

2.2 Major Thoroughfares. The Concept Plan also identifies certain thoroughfares located or to be located on or off the ETJ Property (the "Major Thoroughfares"). The area, boundaries and location of the Major Thoroughfares on the Concept Plan are approximations.

2.3 Open Area / Recreational Facilities.

2.3.1 Open Space Definition. "Open Space" means land that does not have a slope greater than 4:1 and that is used for passive or active recreation. Open Space shall generally be undeveloped, but may include recreational facilities and improvements, such as trails, lakes, ponds, fountains, pavilions, seating areas, lighting, and signage. At the time of site plan approval, the Commission may recommend, and the City Council may allow, full or partial credit for open areas that exceed a 4:1 maximum slope if it is determined that such areas are environmentally or aesthetically significant and that their existence enhances the development or the surrounding area.

2.3.2 Open Space Requirement. A minimum of 8% of the ETJ Property shall be committed to Open Space at the time of full build out. Required Open Space may include areas set aside for detention and retention purposes, as long as those areas are amenitized. Open Space areas, other than amenity centers and gated areas maintained by a homeowners association, shall be open to the public. Open Space shall be maintained by a homeowners association or the District. No physical improvements are permitted within the floodplain (as defined in the City's Engineering Standards), but construction is allowed in those areas that have been reclaimed from the floodplain per Section 3.15 of

the City's Engineering Standards. Amenities within the required Open Space will include a minimum of one community meeting room and/or amenity center, a pond, a swimming pool (can be part of the amenity center), and 1,000 feet of six foot wide hike/bike trails. The amenities required by the SF-R zoning district regulations shall be substituted for the amenities required by this paragraph.

- 2.4 Signage.** All signage provided on the ETJ Property shall be in conformance with the standards defined below. The overall design, style and color of the signage shall be included in a future Master Sign Plan to be submitted to the City. The Master Sign Plan shall be subject to approval by the City Administrator or his or her designee. No signage shall be erected, installed or otherwise placed prior to the submittal and approval of the Master Sign Plan, unless permitted separately through the City's standard sign permitting process. The maximum restrictions defined herein shall be permitted to be exceeded if contained in a Master Sign Plan application subject to approval by the City Administrator or his or her designee. In lieu of the Master Sign Plan permit process, the owner/developer (at his/her option) may follow the City's standard sign permitting process (per individual signs and/or the overall development).

2.4.1 Development Main Identification. Development Main Identification signs shall be constructed as a permanent monument sign and serve the purpose of identification of both residential and commercial land uses within the overall development.

- a. **Number and Location.** A maximum of one sign shall be permitted at each main entry to the development and only located adjacent to an arterial or collector thoroughfare. The specific locations of each sign shall be subject to approval of a Master Sign Plan, with permits not to be unreasonably held.
- b. **Sign Faces.** A maximum of two sign faces shall be permitted.
- c. **Maximum Surface Area.** A maximum surface area of 50 square feet shall be permitted for each sign face. If a decorative background element such as tile, stucco, masonry or other building material is used, the maximum sign face area for such decorative treatment may be expanded 24 inches measured from the sign face area in each cardinal direction.
- d. **Maximum Height.** The sign shall not exceed 10 feet from average finished grade.
- e. **Time Period.** Development Main Identification signs are intended to be permanent in nature and shall be allowed for the life of the sign permit.

2.4.2 Neighborhood Identification. Neighborhood Identification signs shall be constructed as a permanent monument sign and serve the purpose of identification of each neighborhood within an overall development.

- a. Number and Location. A maximum of one sign shall be permitted at the main entry to each neighborhood. Signs shall be generally located internal to the overall development. The specific locations of each sign shall be subject to approval of a Master Sign Plan, with permits not to be unreasonably held.
- b. Sign Faces. A maximum of two sign faces shall be permitted.
- c. Maximum Surface Area. A maximum surface area of 50 square feet shall be permitted for each sign face. If a decorative background element such as tile, stucco, masonry or other building material is used, the maximum sign face area for such decorative treatment may be expanded 24 inches measured from the sign face area in each cardinal direction.
- d. Maximum Height. The sign shall not exceed 10 feet from average finished grade.
- e. Time Period. Neighborhood Identification signs are intended to be permanent in nature and shall be allowed for the life of the sign permit.

2.4.3 *On-Site Directional.* On-Site Directional signage within developments and subdivisions shall be for communicating directions and facility information including on-site services. On-Site Directional signage shall contain no advertising copy other than the project logos, and shall be of a similar type and style throughout the development. On-Site Directional signage shall be constructed as permanent signage.

- a. Number and Location. There shall be no maximum number of on-site directional signs, provided the signs are located a minimum of 200 feet from the perimeter of the overall development. If On-Site Directional signage is proposed within 200 feet of the perimeter of the development, then the total number of signs within 200 feet of the perimeter of the development shall be subject to approval of a Master Sign Plan, with permits not to be unreasonably held. The specific locations of all proposed On-Site Directional signs shall be subject to approval of a Master Sign Plan, with permits not to be unreasonably held.
- b. Sign Faces. A maximum of two sign faces shall be permitted.
- c. Maximum Surface Area. A maximum surface area of six square feet shall be permitted for each sign face. In such case where the sign is proposed to be mounted on a columnar structure, the maximum surface area of the overall structure shall be 140 square feet for rectangular structures and 110 square feet for cylindrical structures.
- d. Maximum Height. The maximum height of the overall sign structure shall not exceed seven feet from average finished grade.
- e. Time Period. On-Site Directional signs are intended to be permanent in nature and shall be allowed for the life of the sign permit.

2.4.4 *Off-Site Directional.* Off-Site Directional signs shall be a temporary sign

permitted in order to communicate directional information for parcels without frontage on a thoroughfare.

- a. Number and Location. A maximum of two signs shall be permitted for the overall development and one sign for each additional internal individually platted parcel. The specific locations of each sign shall be subject to approval of a Master Sign Plan, with permits not to be unreasonably held. Off-Site Directional signs shall only be permitted in the following locations:
 1. On a parcel abutting the parcel identified on the directional sign.
 2. On a parcel subject to a recorded document insuring ingress and egress to the parcel identified on the off-site directional sign.
 3. On a parcel adjacent to an arterial or collector street.
- b. Sign Faces. A maximum of two sign faces shall be permitted.
- c. Maximum Surface Area. A maximum surface area of 50 square feet shall be permitted for each sign face.
- d. Maximum Height. The sign shall not exceed 12 feet from average finished grade.
- e. Time Period. Signs shall be removed upon sale, lease or rental of all of the affected property.

2.4.5 *Model Home/Community Center.* A Model Home / Community Center sign shall be a temporary sign with the purpose of identifying a model home or community center as being the builder or contractor's model open to the public for inspection.

- a. Number and Location. A maximum of one sign shall be permitted for each model home and/or community center. Signs shall be located on the lot being advertised and shall not be located in any public right-of-way.
- b. Sign Faces. A maximum of two sign faces shall be permitted.
- c. Maximum Surface Area. A maximum surface area of 16 square feet shall be permitted for each sign face.
- d. Maximum Height. The sign shall not exceed 10 feet from average finished grade.
- e. Time Period. Signs shall be removed upon sale, lease or rental of all of the affected property.

2.4.6 *Neighborhood Builder.* A Neighborhood Builder sign shall be a temporary sign with the purpose of identifying individual builders and pricing information within a neighborhood.

- a. Number and Location. A maximum of two signs shall be permitted for each neighborhood. Signs shall be located on the applicable

neighborhood tract and shall not be located in any public right-of-way.

- b. Sign Faces. A maximum of two sign faces shall be permitted.
- c. Maximum Surface Area. A maximum surface area of 16 square feet shall be permitted for each sign face.
- d. Maximum Height. The sign shall not exceed 10 feet from average finished grade.
- e. Time Period. Signs shall be removed upon sale, lease or rental of all of the affected property.

2.4.7 *Builder Lot.* A Builder Lot sign shall be a temporary sign with the purpose of identifying an individual lot or parcel for sale within the development.

- a. Number and Location. A maximum of one sign shall be permitted for each lot. Signs shall be located on the lot being advertised and shall not be located in any public right-of-way.
- b. Sign Faces. A maximum of two sign faces shall be permitted.
- c. Maximum Surface Area. A maximum surface area of six square feet shall be permitted for each sign face.
- d. Maximum Height. The sign shall not exceed four feet from average finished grade.
- e. Time Period. Signs shall be removed upon sale, lease or rental of all of the affected property.

2.4.8 *Construction.* A construction sign shall be a temporary sign with the purpose of identifying the property owner, architect, contractor, subcontractor, engineer, landscape architect, decorator or mortgagee engaged in the design, construction or improvement of the premises on which the sign is located.

- a. Number and Location. A maximum of one sign shall be permitted for each project under construction. Signs shall be located adjacent to a construction trailer or washout area.
- b. Sign Faces. A maximum of one sign faces shall be permitted.
- c. Maximum Surface Area. A maximum surface area of 32 square feet shall be permitted for the sign face.
- d. Maximum Height. The sign shall not exceed 10 feet from average finished grade.
- e. Time Period. Signs shall be removed upon completion of the construction project.

2.4.9 *Realtor Open House and Directional.* Realtor Open House and Directional signs shall be temporary signs utilized during the weekend with the purpose of identifying a house for sale and providing route information to the

advertised house. Realtor Open House signs shall be separate from and not include typical For Sale signs for the subject property.

- a. Number and Location. A maximum of one sign (for the purposes of a Realtor Open House) shall be permitted for each lot where a house is for sale. In addition, a maximum of three off-site directional sign shall be permitted to provide route information. The Realtor Open House sign shall only be permitted on the lot where the house is for sale. Off-Site Directional signage shall not be placed closer than three feet from the curb or edge of pavement of any street.
- b. Sign Faces. A maximum of two sign faces shall be permitted.
- c. Maximum Surface Area. A maximum surface area of six square feet shall be permitted for each sign face.
- d. Maximum Height. The sign shall not exceed four feet from average finished grade.
- e. Time Period. Signs shall only be permitted within the hours of noon Friday through noon Monday.

2.4.10 Neighborhood Promotional. A Neighborhood Promotional sign shall be a temporary sign with the purpose of identifying a newly opened model home, neighborhood closeout or similar advertisement.

- a. Number and Location. A maximum of two signs per individually platted neighborhood shall be permitted. Signs shall be located within the neighborhood being advertised and shall not be located within any public right-of-way.
- b. Sign Faces. A maximum of two sign faces shall be permitted.
- c. Maximum Surface Area. A maximum surface area of 96 square feet shall be permitted for each sign face.
- d. Maximum Height. The sign shall not exceed 10 feet from average finished grade.
- e. Time Period. Signs shall only be permitted for a maximum of two weeks and no more than two times annually for each neighborhood.

2.4.11 Banner. A Banner sign shall be a temporary sign with the purpose of identifying special promotions or events within a neighborhood.

- a. Number and Location. A maximum of one sign per neighborhood shall be permitted. Signs shall be located within the neighborhood being advertised and shall not be located within any public right-of-way.
- b. Sign Faces. A maximum of two sign faces shall be permitted.
- c. Maximum Surface Area. A maximum surface area of 36 square feet shall be permitted for each sign face.

- d. Time Period. A Banner sign shall only be permitted for a maximum of four weeks and no more than six times annually for each neighborhood.

2.4.12 *Banner, Seasonal.* A Seasonal Banner sign shall be a temporary sign with the purpose of identifying special promotions or events within a neighborhood.

- a. Number and Location. Signs shall be located within the neighborhood being advertised. Signs shall be permitted within the public right-of-way if affixed to illumination poles along internal collector thoroughfares provided banners are installed on behalf of and maintained by HOA/POA.
- b. Sign Faces. A maximum of two sign faces shall be permitted.
- c. Maximum Surface Area. A maximum surface area of 36 square feet shall be permitted for each sign face.
- d. Time Period. A Banner sign shall only be permitted for a maximum of four weeks and no more than six times annually for each neighborhood.

2.4.13 *Other Signage.* Other signage not specifically described above shall be permitted subject to approval of a Master Sign Plan by the City Manager or his or her designee.

2.5 ***Specific Lot Type Regulations.*** All land, buildings and structures located within the ETJ Property, which are occupied, used, erected, altered, removed, placed, demolished, or converted shall be done so in conformance with the regulations for the applicable lot type. The following sections describe land use regulations applicable to the each corresponding lot type.

2.5.1 Lot Access. Residential lot types SFD-B, SFD-C, SFD-D, SFD-E, and SFD-F shall be permitted access either from the rear of the lot via an alley or from the front of the lot via a residential street. SFD-A lot types will require access from the rear of the lot via an alley. Side yard garages will be allowed on all residential lots. Where access is provided from the front property line, garages shall be recessed a minimum of three feet from the main building.

2.5.2 Flag Lots.

- a. Flag lots shall be allowed per the standards in this section. A Flag Lot shall be defined as a lot with two distinct parts: (a) The "Flag", which is the only building site; and is located behind another lot. (b) The "Pole", which connects the flag to the street; provides the only street frontage for the lot; and at any point is less than the minimum lot width for the zone.
- b. Flag lots shall be allowed only in Single-Family

Residential Lot Types SFD-D, SFD-E, and SFD-F. Frontage. Each flag lot shall have at least 15 feet of street frontage and at least 15 feet of width for the entire length of the "Pole." The area of the "Pole" portion of the lot shall not be included in the calculation of the minimum lot area.

- c. Driveways shall be designed to allow vehicles to drive out forward. The "Pole" must be part of the flag lot, connect to a street and be under the same ownership as the "Flag" portion of the lot. Access easements to allow for use of the "Pole" by another lot are allowed.
- d. A maximum of only 1% of the residential lots in each Tract shall be permitted to be developed as Flag Lots
- e. In the case of flag lots, a front setback extends across the entire "Flag" portion of the lot and does not include the "Pole" portion of the lot.

2.5.3 On-Street Parking. On-street parking spaces shall be permitted, but cannot be used to satisfy off-street parking requirements for single family homes. Parking spaces may be provided in the right-of-way and shall conform to City standards for vehicle parking areas. Where provided, on-street parking spaces shall be counted to satisfy the minimum off-street parking requirements for amenity centers and other such amenity related uses.

2.5.4 Property Development Regulations. Development of the ETJ Property shall comply with the following development standards, which shall be the exclusive lot area, lot width, lot depth, maximum lot coverage, impervious coverage, and setback requirements applicable to the ETJ Property:

Lot Type ⁽⁶⁾	Min Lot	Min Lot	Min Lot	Max Lot	Minimum Setbacks			
	Area ⁽¹⁾	Width ⁽⁵⁾	Depth	Coverage ⁽²⁾	Front ⁽³⁾	Rear	Interior Side	Corner Side
SFD-A	4,000 sf	40 ft	100 ft	65%	15 ft	10 ft	5 ft ⁽⁴⁾	15 ft
SFD-B	5,500 sf	50 ft	110 ft	60%	20 ft	15 ft	5 ft ⁽⁴⁾	15 ft
SFD-C	7,000 sf	60 ft	100 ft	60%	25 ft	20 ft	5 ft	15 ft
SFD-D	8,000 sf	70 ft	110 ft	60%	25 ft	20 ft	7 ft	15 ft
SFD-E	9,000 sf	75 ft	120 ft	50%	25 ft	20 ft	8 ft	15 ft
SFD-F	43,560 sf	80 ft	120 ft	50%	30 ft	25 ft	15 ft	15 ft

Notes

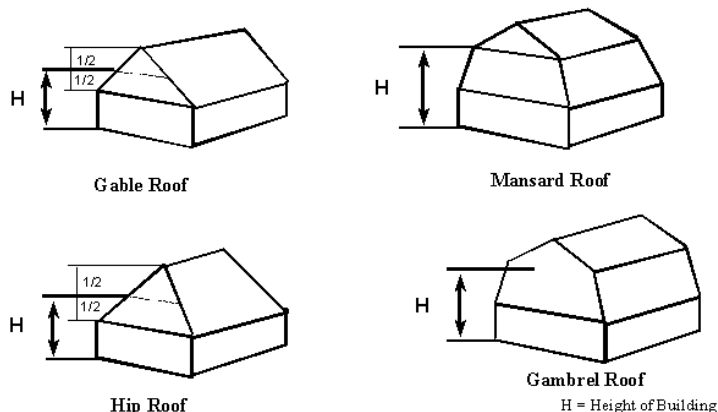
1. The SF-R density regulations do not apply.
2. Lot coverage is defined as the footprint of the primary residential structure, excluding (without limitation) patios, pools, accessory structures, driveways, and sidewalks.
3. Where front porches are provided, they shall be permitted to encroach a maximum of 5' into the front setback line.
4. A 10'/0' or an 8'/3' minimum side yard setback is allowed for SFD-A and SFD-B lot types. A roof overhang may extend a maximum of eighteen (18) inches into the neighboring property. The "zero" side shall be designated on the final plat along with a minimum five (5) foot wide access, maintenance, and use easement for all lots adjacent to lots with a "zero" side.
5. Lot width shall be measured along the arc at the platted front building line. Lot width may be reduced by 20% on lots fronting on cul-de-sacs, eyebrows, and inside curves. On all lots, a minimum of 30 feet of frontage along the right-of-way is required.
6. For all lot types, j-swing garages may overhang the front building line by five feet.

2.5.5 *Open Space.* This section shall apply to all open space areas.

- a. Permitted Uses. The following uses shall be allowed only within portions of the ETJ Property designated on a plat as common area or open space.
 1. Buildings and installations necessary to operate a public utility excluding, however, general office use, material yards or repair shops. Such facilities shall observe yard space requirements, but shall not be required to satisfy lot size or lot width requirements.
 2. Parks and recreation areas operated by the City, any utility district, or any homeowner association.
 3. Private garages and barns to house maintenance equipment of any utility district or any homeowner association.
 4. Private amenity areas and facilities, including but not limited to the pools, cabanas, clubhouses, playgrounds, etc.
- b. Accessory Buildings.

1. Definition. "Accessory Buildings" mean a subordinate building or structure, detached or attached by a breezeway and used for a purpose customarily incidental to the main structure such as a private garage for automobile storage, greenhouse, home workshop, guest/caretaker quarters or office for a home business, so long as such business is not adverse to the use and enjoyment of adjacent residential property and does not include the employment of additional persons, and does not increase parking and does not involve customers or clients visiting the premises.
2. Property Development Regulations. Accessory Buildings shall be subject to the following regulations.
 - *Front Yard Setback.* Attached Accessory Buildings shall have a front yard not less than that required for the main building. Detached Accessory Buildings shall be located in the area defined as the rear yard.
 - *Side Yard Setback.* There shall be a side yard for any detached Accessory Building of not less than three feet from any side lot line or alley line, except that adjacent to a side street the side yard requirement shall be the same as that required for the main building. A detached Accessory Building on a corner lot with garage doors which open directly to and is entered from the side street shall provide a side yard of not less than twenty feet. Maximum overhang of roof an Accessory Building into the required side yard is eighteen inches.
 - *Rear Yard Setback.* There shall be a rear yard for any Accessory Building of not less than three feet from the rear property lot line. Garages or other detached Accessory Buildings located within the rear portion of the lot as heretofore described shall not be located closer than ten feet to the main except that a breezeway not exceeding fifteen feet in height shall be permitted connecting the dwelling structure to an Accessory Building, provided it is open on all sides from the eaves of the roof to the ground. Garages that open directly to and are entered from an alley shall not be located nearer than ten feet to the rear lot line. Maximum overhang for roofs of Accessory Buildings into the required rear yard is eighteen inches.
 - *Height.* No accessory structure may be of a height that exceeds the main building.

- 2.6 Building Height.** The maximum building height for SFD-A, SFD-B, SFD-C, SFD-D, SFD-E and SFD-F lot types shall be limited to 2½ stories or 40 feet. Building height shall be measured to the highest point of a roof surface of a flat roof or the mean height level between the eaves and ridge of a gable, hip, mansard, or gambrel roof.



- 2.7 Garage Doors.** Garages with 'L' or 'J' hook driveway entrances shall be permitted in Residential Lot Types SFD-A, SFD-B, SFD-C, SFD-D, SFD-E and SFD-F. In order to allow for the utilization of 'L' or 'J' hook driveway entrances on smaller residential lot types, Residential Lot Types SFD-A, SFD-B, and SFD-C shall be permitted a ten foot mutual access easement, with a five foot easement on each adjacent property. The mutual access easement shall be provided for common ingress/egress purposes and shall be maintained by the abutting property owners. The portion of the access easement located on the adjacent property shall not be utilized in calculating minimum lot width. Side yard garages will be allowed on all residential lots.



- 2.8 Maximum Mean Gross Residential Density.** The maximum mean gross residential density within the overall ETJ Property shall be 4.2 dwelling units per gross acre. At full build out of the ETJ Property, a maximum of 50 percent of the lots shall be SFD-A and SFD-B type lots with SFD-A type lots not exceeding 20 percent of the total lots on the ETJ Property, and a minimum of 15 percent of the lots shall be SFD-D, SFD-E, and/or SFD-F type lots.
- 2.9 Local Residential Street Grades.** In order to preserve the existing topography and terrain, local residential street grades shall be permitted a maximum of 6%, unless otherwise approved by the City Engineer or his or her designee.
- 2.10 Restricted Access/Gated Entrances.** Restricted access or gated entrances shall be permitted as means of establishing a gated community. Entrances shall provide adequate queuing spaces for vehicles waiting to access the community. In addition,

adequate turnaround space shall be provided prior to entry into the community. The entrance shall have a minimum width of 20 feet to allow access for fire trucks. The gate shall be equipped with a Knox-Box or similar device to allow for access of emergency vehicles in the instance where the gated access is not manned. In the instance a gated entrance is provided, streets interior to the subdivision shall be private streets, and therefore, privately owned and maintained by a Homeowners Association. Private streets shall have a minimum right-of-way width of 40 feet, plus a 5-foot utility easement provided adjacent and parallel to each side of the right-of-way line.

2.11 Plat Submittals. All plat submittals required by the City's subdivision regulations shall be considered to conform to the City's comprehensive plan and development regulations if the submittal complies with this Agreement. Development shall comply with the City's subdivision regulations and engineering design standards, except as follows:

2.11.1 Block Length. The maximum block length shall be 1,200 feet (the length of the block face between two intersections). Exceptions to the block length requirement may be granted for special circumstances or conditions affecting the property. Exceptions shall be requested as a subdivision ordinance variance and presented to the Planning and Zoning Commission and the City Council at the time of Construction/Preliminary Plat consideration. Pecuniary interests standing alone shall not be justification for the granting of a variance.

2.11.2 Cul-de-Sac Length and Diameter. The maximum cul-de-sac length is 600 feet. The bulb right-of-way radius shall be fifty (50) feet.

2.11.3 Jog. The minimum street jog shall be 125 feet.

2.11.4 Tree Surveys. Tree surveys are required as part of the General Development Plan (GDP) and shall only apply to the area of the proposed development. Trees being preserved in such areas as creeks, open space, etc. do not have to be tied. It is understood that only trees that are marked with ties will be eligible for preservation credits and illustrated on a tree survey. Except as otherwise provided in this section, compliance with Section 14.05.090 of the City's Code of Ordinances is required.

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

a. Residential Lot Grading:

1. The front and/or rear yard slopes shall not be less than one (1) percent nor greater than 12% without requiring a wall.
2. The driveway slope shall not exceed 10%.
3. The building pad shall not be less than six (6) inches above the flow line of the rear swale.
4. The horizontal side yard slope shall not exceed 3:1. The minimum longitudinal side yard slope shall not be less than one (1) percent, unless

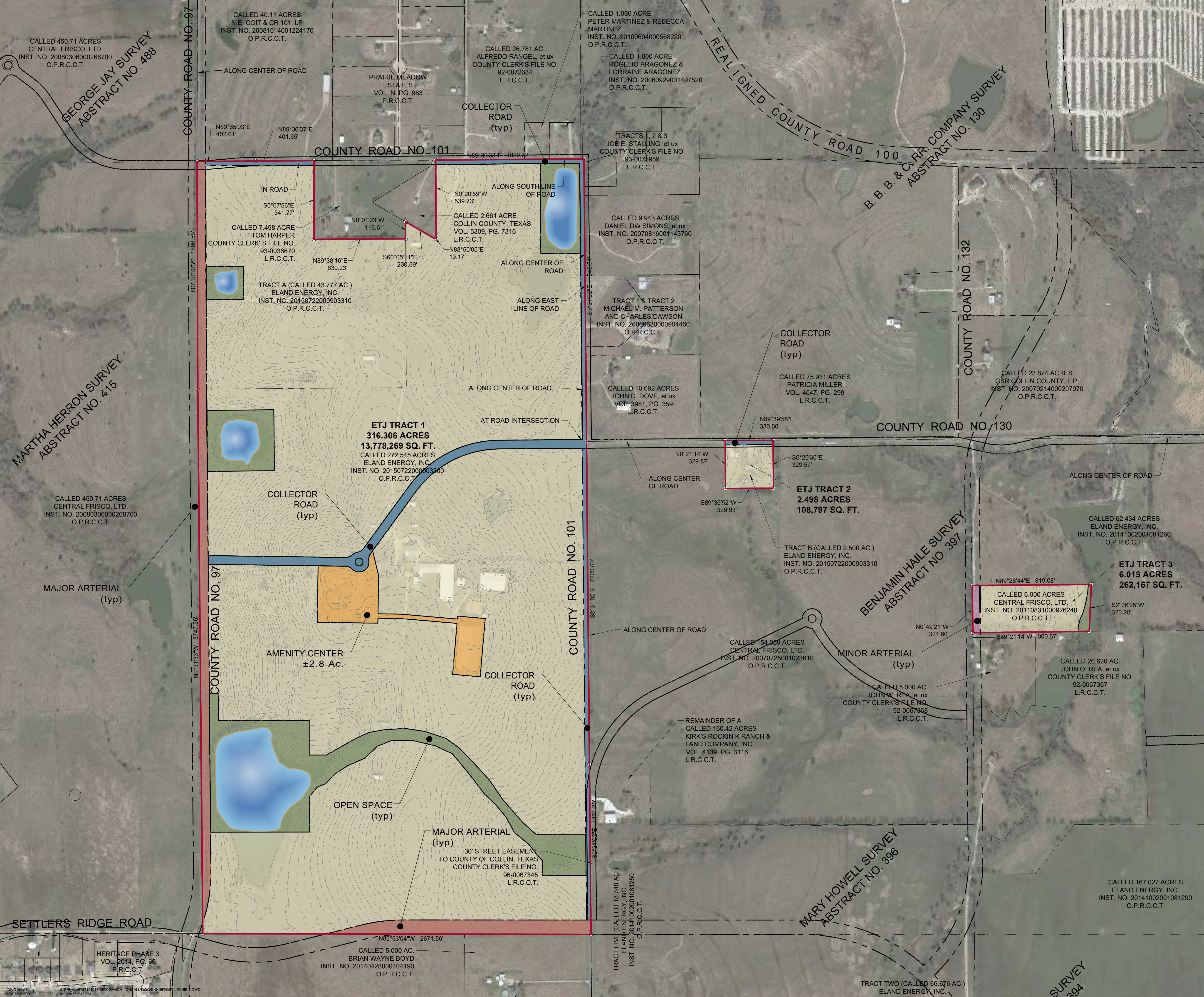
structurally supported.

b. Paving:

1. Residential streets shall be 31 feet wide from face-to-face. Roll over curbs are permitted in all neighborhoods. Residential streets for alley load lots may be reduced to 27 feet wide.
2. The street grade shall not be less than 0.6% or six (6) inches every 100 feet.
3. The street grade shall be a maximum of six (6) percent, unless otherwise approved by the City Engineer.
4. Residential sidewalks shall be five (5) feet wide, and the placement of the outside edge of the walk shall typically be one (1) foot inside the right-of-way or within a sidewalk easement. Sidewalks along a four-lane or a six-lane divided thoroughfare shall be six (6) feet in width.
5. Trails shall be six (6) feet wide and shall be serpentine within the parkway and associated landscape buffer, where applicable, but in no instance shall the outside edge of the trail be closer than three (3) feet to the back-of-curb or five (5) feet to the screening wall/fence.

c. Miscellaneous

1. Street lights shall be located a maximum of 500 feet apart. An ornamental street light fixture and pole shall be selected from those available through the electric provider. The light standard selected shall be used throughout the development.
2. All roadway intersections shall be within five (5) degrees of 90 at the intersection of the two right-of-ways unless otherwise approved by the City Engineer.



Land Use Acreage Summary

Roadways	20.3
Open Spaces	28.7
Single Family Residential	275.8
Total	324.8

Open Space Acreage Summary

Open Space	28.7
Amenity Centers	5.9
Detention / Flood Plain	0.0
Power lines and other Easements	0.0
Total Open Spaces	34.6
Total Percent Open Space	10.7%

Roadways

Major Arterials	10.7
Secondary Arterials	0.4
Collectors	9.2
Total	20.3

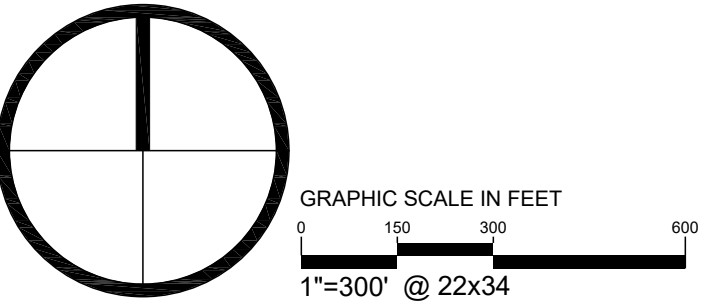


EXHIBIT "C" - ETJ CONCEPT PLAN
Eland Ranch
Celina ETJ, Collin County, Texas
April 2017

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.



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Rick Chaffin, Interim City Manager
 Date: May 9, 2017
 Re: Subdivision Ordinance Amendment for Conduit and Fiber Optic Installation

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon an amendment to the City of Celina's Code of Ordinances Chapter 10: Subdivision Regulations, Division 3: Procedures, Section 10.03.124: Easements, and Section 10.03.126: Improvements. (Easement Ordinance Amendment) (Liebman/Cromwell)

Background Information:

The City is proposing a requirement for developers to provide easements for and install conduit and fiber optic lines along new improved streets, alleys, roadways, sidewalks or walkways or the installation of any new drainage or sewer pipes or underground infrastructure within City property, easements or public rights-of-way, or the widening of existing public streets, alleys, roadways, sidewalks or walkways.

Traditionally, installing conduit and fiber optic lines along City streets is the highest cost associated with the installation of a fiber optic network. It is the City's intent to expedite the establishment of a high speed fiber optic network throughout the City by requiring developers to install conduit and fiber optic lines during the construction of public infrastructure.

Board Review/Citizen Input:

At their regularly scheduled meeting on March 21, 2017 the Planning and Zoning Commission unanimously approved the proposed changes.

Alternatives:

N/A

Financial Considerations:

Legal Review:

The City's Land Use Attorney has drafted and reviewed the proposed ordinance.

Supporting Documents:

- Proposed regulations

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS

ORDINANCE 2017-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CITY OF CELINA CODE OF ORDINANCES, CHAPTER 10, SUBDIVISION REGULATION, ARTICLE 10.03, SUBDIVISION ORDINANCE, DIVISION 4, DESIGN STANDARDS, SECTION 10.03.126, IMPROVEMENTS, BY THE ADDITION OF SUBSECTION 10.03.126(I), REQUIRING INSTALLATION AND CONSTRUCTION OF A FIBER OPTIC SYSTEM WITHIN THE CITY OF CELINA AND ESTABLISHING STANDARDS FOR THE INSTALLATION AND CONSTRUCTION OF THE FIBER OPTIC SYSTEM; PROVIDING FOR INCORPORATION OF FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; PROVIDING A PENALTY CLAUSE, SAVINGS/REPEALING CLAUSE, AND SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Celina, Texas ("City Council") has investigated and determined that expanded broadband access via a fiber optic network in the City of Celina, Texas ("City") is a fundamental aspect of the infrastructure required to educate youth, create jobs, promote public safety, improve citizens' standards of living and deliver essential services such as health care; and

WHEREAS, requiring conduit to be installed as part of public improvements projects or developments in order to accommodate anticipated future demand for access to internet and telecommunications services will assist the City in responsibly managing such facilities and areas by reducing or eliminating the need for excavation within public streets and rights-of-way when telecommunications service providers seek to locate underground telecommunications facilities within such streets and public property, easements and rights-of-way in the future; reducing or eliminating the traffic disruption that occurs whenever excavation occurs within or around these areas; and reducing or eliminating the loss of pavement integrity and diminishment of the useful life of pavement that occurs whenever paved or improved streets and rights-of-way are cut and excavated; and

WHEREAS, according to the Federal Communications Commission, the largest cost element for deploying broadband is burying fiber optic cables and conduit underground and the Federal and the Federal Highway Administration has indicated that ninety percent of the cost of deploying broadband is when the work requires significant excavation of the roadway; and

WHEREAS, coordinating road construction projects with the installation of broadband facilities will save on costs incurred by repeated excavation in areas where the entire right-of-way is paved or developed and reduces deployment time by preventing the need to acquire duplicative reviews and permits for work done at the same location; and

WHEREAS, the City Council finds that the benefits and positive impact associated with the creation of such a network within the City have been recognized and acknowledged, and the City desires to incentivize the provision of high-speed broadband internet service to the City's residential and commercial residents and visitors as part of an effort to bridge the digital divide of its citizens and community as part of the City's Gigabit City Initiative; and

WHEREAS, the installation of fiber optic cable within the City will further the goals of the City's Gigabit City Initiative while at the same time commence the creation of a fiber optic network for the City which would largely amount to establishment of what is generally referred to or known as the "middle mile" of fiber; and

WHEREAS, the incremental installation of fiber optic cable within property owned by the City or otherwise within public rights-of-way or easements in conjunction with public improvements projects and private development in these areas will assist in expediting the realization of a fiber optic network within the City, decrease the costs associated with the construction and creation of such a system and will allow the City to control use of these public ways through agreements on access to and use of such City-owned cable and infrastructure and in exchange of consideration to the City; and

WHEREAS, the installation of fiber optic cable within public property, easements and rights-of-way will also provide access to meet the needs of City departments, public safety organizations and other publicly owned and operated facilities as well as protecting these areas by improving both the management and regulation of competing demands through the elimination of duplicate fiber optic facilities within public property, easements and rights-of-way; protecting the economic vitality of the City by providing the broadband transport service and fiber facilities leasing required by broadband service providers; and reducing the costs associated with maintaining sidewalks, pavement and public facilities located within public property, easements and rights-of-way by minimizing the number of pavement cuts and dislocation of other public facilities necessitated by the construction or installation of fiber optic facilities; and

WHEREAS, a fiber-optic network will allow better, faster communications with emergency responders; and

WHEREAS, in furtherance of these interests, the City Council finds that all road improvement and other capital improvements projects involving the widening of existing public streets, alleys and roadways or sidewalks or walkways in the City as well as the creation of new improved streets, alleys, roadways, sidewalks or walkways by the City or private developers or the installation of any drainage or sewer pipes or underground infrastructure within City property, easements or public rights-of-way shall include as part of their projects and the costs thereof the construction and installation of one 288-count fiber cable that is installed in an underground conduit which is a minimum of four inches (4") in diameter with a minimum of four (4) one-inch HDPE-SDR 15.5 inner-ducts within City property, easements or public rights-of-way to which the City has access or ownership as well as installation and construction of proper appurtenances and attendant facilities thereto, which shall be located parallel to the nearest public street or roadway and meets or exceeds specifications of emerging industry standards for provision of ultra-speed

broadband service, with the exact locations of such infrastructure and the specifications of which to be determined and periodically updated by the City Engineer or his or her designee in reliance on such industry standards and consideration of needs of the City's Gigabit City Initiative; and

WHEREAS, the City Council desires to foster a fair and level playing field for all market competitors that does not disadvantage or advantage one service provider or technology over another; and

WHEREAS, the City Council seeks to promote widespread access to the most technologically advanced telecommunications services for all City residents and businesses in a nondiscriminatory manner regarding authorization or placement of facilities in the right-of-way, access to a building, or rates or terms; and

WHEREAS, it is the responsibility of the City to protect and control access to public rights-of-way and ensure that all service providers utilizing City property, facilities or rights-of-way comply with all applicable state and local health, safety and other laws; and

WHEREAS, the City Council has investigated and determined that it would be advantageous and beneficial to the citizens of the City to establish standards for the installation and construction of a fiber optic system within the City as set forth below.

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

SECTION 1

INCORPORATION OF FINDINGS

The above and foregoing findings are true and correct and are incorporated into the body of this Ordinance and made a part hereof for all purposes as if fully set forth herein.

SECTION 2 **PURPOSE**

This Ordinance is intended to provide for the construction of infrastructure sufficient for the deployment of communication lines, wires or cables in the future by pulling the same through the conduit and appurtenances installed pursuant to this Ordinance without excavating within public property, easements and rights-of-way or to otherwise use and oversee use of such infrastructure and facilities. This Ordinance is not intended to require telecommunications or broadband service providers to install additional ducts or conduit but is intended to require those constructing public streets and roadways or performing any public improvements projects along or under public streets, easements, rights-of-way and/or property, including the City, private developers and all others, to provide and install such conduit and appurtenances as may be necessary to accommodate future telecommunications and broadband service needs within public streets, easements, rights-of-ways and property without further excavation or disturbance.

SECTION 3 **AMENDMENTS**

3.01 That the City of Celina Code of Ordinances, Chapter 10: Subdivision Regulation; Article 10.03: Subdivision Ordinance; Division 4. Design Standards; Section 10.03.126: Improvements; shall be amended by the addition of Subsection 10.03.126(i) to read as follows:

“(i) Fiber Optic Network Conduit and Fiber Optic Cable

- (1) Requirements. All subdivisions and road improvement and other capital improvements projects involving the creation of new improved streets, alleys, roadways, sidewalks or walkways by the City or any other person or entity, including private developers, or the installation of any new drainage or sewer pipes or underground infrastructure within City property, easements or public rights-of-way, or the widening of existing public streets, alleys, roadways, sidewalks or walkways, shall include as part of their projects and the costs thereof the construction and installation of fiber optic network conduit that contains at least one fiber optic cable within City property, easements, or public rights-of-way to which the City has access or ownership as well as installation and construction of proper appurtenances and attendant facilities thereto, which shall be located parallel to the nearest public street or roadway and meets or exceeds specifications of emerging industry standards for provision of ultra-speed broadband service, with the exact locations of such infrastructure and the specifications of which to be determined by the City Engineer or his or her designee in reliance on such industry standards and consideration of the needs, objectives and findings of the City’s Gigabit City Initiative. The following additional requirements shall also apply:
 - (A) In addition to installing fiber optic network conduit, the party constructing the street will be required to install such vaults, manholes, hand-holes and other appurtenances and facilities as are necessary or needed to accommodate installation and connection of fiber optic cable within the fiber optic network conduit.
 - (B) All construction and installation required in this Subsection shall be accomplished according to construction standards adopted by the City Engineer or the City’s designee in consideration of the needs of the City’s Gigabit City Initiative. Such standards shall be adopted with due consideration given to existing and anticipated technologies and industry standards.
 - (C) All fiber optic network conduit, fiber optic cable, facilities and appurtenances installed by private parties or developers or by persons or entities other than the City pursuant to this Section shall be conveyed and dedicated to the City either

with or as part of the dedication and conveyance of the public street and/or right-of-way to the City or otherwise.

- (D) All construction and installation costs shall be the responsibility of the party constructing the public street, roadway or improvements project that falls within the purview of this Ordinance.

- (2) Definitions. For purposes of this Subsection, the following terms have the meanings ascribed below:

Fiber optic network conduit means a minimum four inch (4") conduit containing a minimum of four (4) inner-ducts used to enclose or carry fiber optic cable or other wires or lines and attendant parts and accessories buried alongside a roadway or surface mounted on bridges, overpasses and other facilities where below-ground placement is impossible or impractical, all in accordance with emerging industry standards and as determined by the City Engineer or his or her designee.

Fiber optic cable means a minimum 288-count fiber cable bundle.

- (3) Use by Broadband Service Providers. Whenever fiber optic network conduit and/or fiber optic cable installed or to be installed under this Subsection is available or will become available within a newly constructed public street or right-of-way or other improvements project that falls within the scope or purview of this Subsection upon dedication, all broadband service providers thereafter locating fiber optic cable, wire or lines within or along such street or right-of-way shall be required to use available dark fiber (currently unused fiber optic strands) within the then-existing infrastructure or to locate their cable, wire or lines within such fiber optic network conduit unless it can be demonstrated to the reasonable satisfaction of the City Engineer that such use or location is not technologically feasible or reasonably practicable or unless such provider is exempt or otherwise not required by other law to comply with the provisions of this Subsection. Fiber optic cable and strands as well as fiber optic network conduit capacity shall be allocated to broadband service providers on a first-come, first-served basis; provided, however, that the City may reserve capacity within such fiber and conduits for its own use; and provided further, that the City Engineer may adopt additional reasonable rules for fiber optic cable or strand and fiber optic network conduit allocation in order to ensure that all broadband service providers have reasonable access to the City's rights-of-way and that no barriers to entry or competition result from the allocation of cable, strand or conduit space.
- (4) Fees. Any person or entity constructing fiber optic network conduit or installing fiber as required by this Subchapter shall pay a nonrefundable fee in an amount as provided for in the fee schedule of the City for the City to

recover its costs incurred for plan review, engineering design and approval, purchasing materials, and costs associated with issuing, processing, and verifying applications, inspecting job sites and restoration improvements, and other costs the City may incur in implementing the provisions of this Subchapter. The City reserves the right to charge reasonable fees for the use of fiber optic cable and fiber optic network conduit and attendant accessories, facilities and infrastructure installed pursuant to this Ordinance, to the extent consistent with and as limited by federal and state laws and regulations. Any such fee amounts shall be established in the fee schedule of the City.”

SECTION 4 **PENALTY CLAUSE**

Any person, firm, entity or corporation violating any provision of this Ordinance, as it exists or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding FIVE HUNDRED AND 00/100 DOLLARS (\$500.00). Each continuing day’s violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 5 **SAVINGS/ REPEALING 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 6 **SEVERABILITY**

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

SECTION 7
PUBLICATION CLAUSE

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

SECTION 8
ENGROSSMENT AND ENROLLMENT

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

SECTION 9
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

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

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

Julie Fort, Attorney for the City
City of Celina, Texas



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Gabe Johnson, Director of Engineering
Date: May 9, 2017
Re: Resolution for Frontier Bridge

Action Requested:

Consider and act upon a resolution of the City Council of the City of Celina, Texas, setting forth its support to the construction of a grade separated structure on Frontier Parkway. (Johnson)

Background Information:

Resolution in support of a grade separated bridge on Frontier. Also attached is a breakdown of the project funds allocated to the project and the funding gap required to complete the project. The current breakdown of funds shows Celina, Prosper and Collin County splitting the \$6.6M funding gap equally. The \$6.6M funding gap does not include items shown as other expenses.

Financial Considerations:

Celina's portion of the funding gap will have to come from bonds.

Legal Review:

City Attorney has reviewed for content and form

Supporting Documents:

1. Resolution
2. Cost Breakdown

Staff Recommendation:

CITY OF CELINA, TEXAS

RESOLUTION 2017-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, SETTING FORTH ITS SUPPORT TO THE CONSTRUCTION OF A GRADE SEPERATED STRUCTURE ON FRONTIER PARKWAY.

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

WHEREAS, the City of Celina 2016 Thoroughfare Plan designates Frontier Parkway as a six-lane divided major thoroughfare;

WHEREAS, the City of Celina, in cooperation with the Town of Prosper and Collin County is currently considering alternatives related to a grade separated structure on Frontier Parkway over the BNSF Railroad;

WHEREAS, the City Council has considered staff recommendations and input of affected landowners regarding the feasibility and impact of a grade separated structure on Frontier Parkway; and

WHEREAS, after consideration and deliberation the City Council has determined that it will support the construction of a grade separated structure on Frontier Parkway.

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

Section 1: That the City Council of the City of Celina hereby sets forth its support to the construction of a grade separated structure on Frontier Parkway.

Section 2: Incorporation of Recitals. That the City Council hereby finds that the statements set forth in the recitals of this Resolution are true and correct, and the City hereby incorporates such recitals as part of this Resolution.

Section 3: That this Resolution shall be in full force and shall take effect immediately upon its passage.

Attachment: Resolution Supporting Bridge on Frontier Parkway (2016 : Resolution - Frontier Bridge)

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

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]
APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: Resolution Supporting Bridge on Frontier Parkway (2016 : Resolution - Frontier Bridge)

FRONTIER PARKWAY

Project Costs	
(4-lane divided with 4 lanes of a bridge)	
Construction Costs Today	\$12,475,000
Land Acquisition	\$3,125,785
Engineering, Survey, GeoTech, Enviro	\$1,814,790
Bridge Costs	\$4,123,000
SUBTOTAL	\$21,538,575
Projected Increase for 2 years (2018)	\$806,663
Construction Inspection	\$248,970
TOTAL	\$22,594,208
Current Project Funding	
Prosper Bond Funds	\$3,650,000
Celina Allocation of Collin County Bonds	\$3,970,000
Original RTR Project Funding	\$4,350,000
New RTR Project Funding	\$4,000,000
TOTAL	\$15,970,000
FUNDING GAP	(\$6,624,208)

Other Costs	
Traffic Signal Warrant Study, HS	\$53,752
Street Lighting	\$388,145
Median and Parkway Irrigation	\$194,072
5-ft Sidewalk	\$667,283
TOTAL	\$1,303,252

Proposed Project Funding		
Prosper Funding		
Prosper Bond Funds	\$3,650,000	100%
Original RTR Project Funding	\$2,175,000	50%
New RTR Project Funding	\$2,000,000	50%
Collin County Portion of Funding Gap	\$1,104,035	50%
Prosper Funding Gap	\$2,208,069	100%
Subtotal	\$11,137,104	49%
Celina Funding		
Celina Allocation of Collin County Bonds	\$3,970,000	100%
Original RTR Project Funding	\$2,175,000	50%
New RTR Project Funding	\$2,000,000	50%
Collin County Portion of Funding Gap	\$1,104,035	50%
Celina Funding Gap	\$2,208,069	100%
Subtotal	\$11,457,104	51%
Total Project Costs	\$22,594,208	
Proposed Project Funding	\$22,594,208	
Proposed Funding Gap	\$0	

29.4%

Proposed Other Funding - Revised		
Traffic Signal Warrant Study, HS		\$53,752
Prosper	50%	\$26,876
Celina	50%	\$26,876
Street Lighting		\$388,145
Prosper	50%	\$194,072
Celina	50%	\$194,072
Median and Parkway Irrigation		\$194,072
Prosper	50%	\$97,036
Celina	50%	\$97,036
5-ft Sidewalk		\$667,283
Prosper	50%	\$333,641
Celina*	0%	\$0
*Future developments will pay for sidewalks adjacent to Frontier.		
REVISED TOTAL		\$969,611
Prosper Other Funding		\$651,626
Celina Other Funding		\$317,985

Attachment: 2017-04-07 Frontier Project Costs - Preston to DNT - Celina (2016 : Resolution - Frontier Bridge)



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Gabe Johnson, Director of Engineering
CC: Gabe Johnson, Director of Engineering
Date: May 9, 2017
Re:

Action Requested:

Consider and act to authorize a resolution to apply for TxDOT Transportation Alternatives Set-Aside (TA-Set- Aside) grant, upon review and approval of resolution by the City Attorney. (Johnson)

Background Information:

The TxDOT TA-Set-Aside program targets projects that provide alternative modes of transportation - sidewalks and trails. It emphasizes connectivity within the community.

The program is particularly interested in those projects that reflect a high degree of collaboration and community consensus while directly contributing to the department's safety, mobility and connectivity goals.

City would have to contribute a 20% match of the construction related costs. Engineering costs (environmental, design surveying and design) are not grant eligible but could count as in kind match upon review and authorization by TxDOT.

This is reimbursable grant funding after we show payment.

Staff Recommendation:

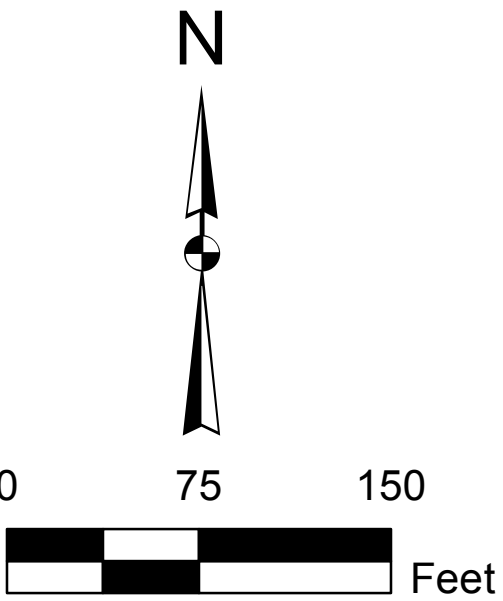
Approve as presented



Source: San, DigitalGlobe, GeoEye, Earthstar, USDA, USGS, ASX, Calmapping, AeroGRID, IGN, NOAA, and the GIS User Community

Legend

- Proposed Route
- Water
- Stormwater
- Wastewater
- Parcels



Proposed Sidewalk Location Map
TxDOT TA Set-Aside

City of Celina

**HAYTER
ENGINEERING, INC**
TBPE #F-315 | TBPLS #10028600
4445 SE Loop 286 | Paris, TX 75460
www.hayterengineeringinc.com

DATE: 04/17	PROJECT NO.:	EXHIBIT
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Attachment: Sidewalk Location Map (2038 : 2017 TxDOT Transportation Alternatives Set-Aside (TA Set-Aside))

RESOLUTION NO. 2017-XX

**A RESOLUTION AUTHORIZING NOMINATION OF A TEXAS DEPARTMENT OF
TRANSPORTATION, TRANSPORTATION ALTERNATIVES SET-ASIDE PROGRAM PROJECT**

WHEREAS, the Texas Department of Transportation has issued a call for Candidate projects for the Transportation Alternatives Set-Aside Program (TA Set-Aside); and,

WHEREAS, the City of Celina, Engineering is working in conjunction with Celina ISD to provide sidewalk along Pecan St from east of RR tracks to Junior High; and,

WHEREAS, these sidewalks would greatly benefit children walking to junior high and would also provide Safe Route to school; and,

WHEREAS, the Celina City Council supports funding this project as described in the 2017 TA Set-Aside Nomination Form (including 20% match of the construction related costs, engineering costs - environmental, design surveying and design) and is willing to commit to project's development, implementation, construction, maintenance, management and financing. The city of Celina is willing and able to enter into an agreement with the department by resolution or ordinance should the project be selected for funding. It is further understood that the City is responsible for all cost overruns; and,

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

Section 1. The findings set out in the preamble to this resolution are hereby in all things approved.

Section 2. That the city of Celina apply to the "Texas Department of Transportation" for a "Transportation Alternative Set-Aside Program" grant for funding to complete sections of the "TA Set-Aside" as described above.

Section 3. That if TxDOT approves funding through the Transportation Alternatives Set-Aside Program (TA Set-Aside) the city of Celina will provide engineering costs and 20% construction related match.

Section 4. The Mayor is hereby appointed as the designated representative, authorized and directed to execute all documents necessary to effectuate this nominations and acceptance, if awarded.

PASSED AND APPROVED this the _____ day of May 2017.

CITY OF CELINA, TEXAS

By: _____

Sean Terry, Mayor

ATTEST:

By: _____

Vicki Faulkner, City Secretary

Attachment: Resolution (2038 : 2017 TxDOT Transportation Alternatives Set-Aside (TA Set-Aside))



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Mary Petty, Petty & Associates, Inc.
Date: May 9, 2017
Re: Eland Resolution to Execute Development Agreement

Action Requested:

Consider and act upon a resolution of the City of Celina, Texas, approving and authorizing the Mayor to execute an Agreement regarding the development and financing of infrastructure for Eland Farms between the City of Celina, Texas and Eland Energy, Inc. and Central Frisco, LTD. (Eland) (Petty)

Background Information:

Board Review/Citizen Input:

N/A

Alternatives:

Financial Considerations:

Legal Review:

Reviewed by the City Attorney, Land Use Attorney, and District Consultant.

Supporting Documents:

Resolution to Execute Development Agreement
Development Agreement

Staff Recommendation:

CITY OF CELINA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CELINA, TEXAS, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT REGARDING THE DEVELOPMENT AND FINANCING OF INFRASTRUCTURE FOR ELAND FARMS BETWEEN THE CITY OF CELINA, TEXAS AND ELAND ENERGY, INC. AND CENTRAL FRISCO, LTD.

WHEREAS, the City Council of the City of Celina, Texas ("City") has determined that the Agreement regarding the development and financing of infrastructure for Eland Farms between the City of Celina, Texas and Eland Energy, Inc. and Central Frisco, Ltd. (the "Agreement") is appropriate and in the best interest of the citizens of the City to approve the Agreement.

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

SECTION 1: The recitals and findings set forth above and within the Agreement are true and correct and are incorporated as if fully set forth in the body of this Resolution.

SECTION 2: The City Council hereby authorizes the Mayor to execute the Agreement attached hereto as Exhibit "A". Language changes may be made prior to execution if approved by legal counsel for the City.

SECTION 3: This Resolution shall be effective from and after the date of passage as provided by law.

PASSED AND APPROVED this the 9th day of May, 2017.

Sean Terry, Mayor

ATTEST:

Vicki Faulkner, City Secretary

Attachment: Resolution to Execute Agreement - Eland Farms v2 (2035 : Eland Res to Execute Agreement)

EXHIBIT A

AGREEMENT REGARDING ELAND FARMS

DEVELOPMENT AGREEMENT

(Eland Ranch)

This Development Agreement (this "Agreement") is made and entered into by and between the City of Celina (the "City"), a home rule municipality located within Collin County, Texas, and Eland Energy, Inc. and Central Frisco, Ltd. (collectively, the "Owner") (the City and the Owner each individually, a "Party" and collectively, the "Parties") as of May 9, 2017 (the "Effective Date").

RECITALS

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

WHEREAS, the Owner owns an approximately 1,397-acre tract of land described by metes and bounds and depicted on **Exhibit A** (the "Property"); and

WHEREAS, a portion of the Property is located in the City's corporate limits and zoned pursuant to Ordinance 2008-42 and Ordinance 2008-43 creating planned development districts (the "In-City Property"), and the remainder of the Property, as described on **Exhibit B**, is located in the City's extraterritorial jurisdiction ("ETJ") adjacent to the City's corporate limits (the "ETJ Property"); and

WHEREAS, the Owner desires to proceed with development of the In-City Property in accordance with the planned development district zoning ordinances referenced in the preceding recital, as amended, and to develop the ETJ Property in accordance with the concept plan attached as **Exhibit C** (the "Concept Plan"); and

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

WHEREAS, on January 10, 2017, the City Council adopted Resolution No. 2017-04R (the "Resolution") consenting to the creation of the Celina Municipal Management District No. 2, a 1,397-acre district encompassing all of the Property, by a special act of the Texas Legislature (the "District") as described in the draft legislation attached to the Resolution and filed as HB 4268; and

WHEREAS, HB 4268 was amended by the Texas Legislature by a committee substitute discussed during the committee's April 27, 2017, public hearing on HB 4268; and

WHEREAS, the City approved the amended HB 4268 as presented at the legislative public hearing on April 27, 2017; and

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

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

WHEREAS, the City holds a water certificate of convenience and necessity ("CCN") for a portion of the Property, and the Marilee Special Utility District ("Marilee") holds a water CCN for the remainder of the Property (the "Marilee CCN"); and

WHEREAS, the City holds a sewer CCN for a portion of the Property, and the remainder of the Property is not located within a sewer CCN; and

WHEREAS, the Parties have determined that they have the authority to enter into this Agreement, including, but not limited to, the authority granted by Section 212.172, Texas Local Government Code, as amended, and the City's authority as a home rule municipality; and

WHEREAS, the City is agreeable to the Property being developed pursuant to this Agreement, which will remain in place for a 30-year term and, with respect to the ETJ Property, be binding on subsequent purchasers of all or a portion of the Property as provided herein and by Section 212.172, Texas Local Government Code; and

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

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

ARTICLE I **REPRESENTATIONS AND DEFINITIONS**

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

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

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

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

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

2.3 Term. This Agreement shall have a 30-year term starting on the Effective Date (the "Term").

ARTICLE III **REGULATION OF DEVELOPMENT**

3.1 Development Regulations. Development of the ETJ Property shall be governed by the development regulations attached as **Exhibit D** (the "Development Regulations"). Upon annexation of the ETJ Property, the City agrees to consider adopting a planned development zoning district ordinance for the ETJ Property consistent with this Section 3.1 and the regulations attached as **Exhibit D**, although nothing herein shall be construed as a contractual requirement for the City to adopt any particular zoning regulations for the ETJ Property. Notwithstanding any zoning of the ETJ Property to the contrary following annexation, the ETJ Property may be developed and used consistent with this Section 3.1 and the development regulations attached as **Exhibit D** during the term of this Agreement. The ETJ Property is subject to the City's subdivision ordinance and other City ordinances that apply in the ETJ, as modified by this Agreement. Upon annexation, the ETJ Property shall be subject to all City ordinances, as they presently exist or may be amended, as modified by this Agreement. Nothing herein shall be construed as a waiver of the Owner's right to challenge the application of an ordinance to the ETJ Property on the basis of vested rights or any other cause of action arising under the law.

3.2 Conflicts. In the event of any conflict between this Agreement and any City ordinances, resolutions, rules, or regulations, this Agreement, including the Development Regulations, shall control.

ARTICLE IV **ANNEXATION**

This Agreement constitutes the consent of the Owner to the City's full purpose annexation of the ETJ Property following the City's approval of a general development plan for the ETJ Property and the City's approval of the first final plat for the ETJ Property.

ARTICLE V **FEES**

The Owner shall be subject to those lawfully adopted fees and charges due and payable to the City in connection with the development of the Property, including, but not limited to, outdoor warning device fees, storm water fees, permit fees, inspection fees, park fees, impact fees and capital recovery fees.

ARTICLE V **RETAIL WATER AND SEWER SERVICE**

5.1 Water Service. Prior to the City's annexation of the ETJ Property, the Owner shall take one of the following actions, or cause the District to take one of the following actions at no cost to the City: (a) cause the Property located in Marilee's CCN to be decertified from Marilee's CCN and pay the compensation required to Marilee in order for the City to provide water service to the Property which decertification may be done in whole or in part as the Property develops; or (b) make payment to the City in the amount necessary for the City to purchase Marilee's CCN for any portion of the Property in Marilee's CCN pursuant to that certain Full and Final Settlement Agreement dated April 24, 2001, as subsequently amended, between the City and Marilee through the Effective Date of this Agreement. To the extent the Owner funds such costs, the Owner may seek reimbursement from the District. The City represents and confirms that it will provide water service at times and in amounts sufficient to meet the service demands of the development of the Property, subject to the Owner's and/or the District's obligations to (a) compensate Marilee for a decertification of Marilee's CCN or (b) compensate the City for the City's acquisition of Marilee's CCN and (c) pay for and construct the Public Infrastructure. Within 180 days following either the Marilee CCN decertification (including compensation of Marilee by the Owner) or payment to the City of the CCN purchase amount all as described above, the City shall amend its CCN to include the Property. Based upon the foregoing, the Owner acknowledges and agrees to the City's designation as the sole and exclusive retail water service provider to the Property.

5.2 Sewer Service. The City represents and confirms that it will provide sewer service at times and in amounts sufficient to meet the service demands of the development of the Property, subject to the Owner's and/or the District's obligations to pay for and construct the Public Infrastructure. Based upon the foregoing, the Owner acknowledges and agrees to the City's designation as the sole and exclusive retail sewer service provider to the Property, provided, however, homes existing on the Effective Date may continue to be served by septic systems.

ARTICLE VI **PUBLIC INFRASTRUCTURE**

The Owner or the District will fund the cost of all Public Infrastructure improvements necessitated by the development of the Property, and shall have a right to all of the capacity in all utility improvements funded by the Owner or the District. Such improvements will be constructed in phases as the Property is developed. If the City requires oversizing of any improvements to serve land outside of the boundaries of the Property, the City shall be solely responsible for the

cost of all oversizing. The Owner shall dedicate, at no cost to the City, easements/right-of-way for utilities and right-of-way for roadway improvements within the boundaries of the Property at the time of final platting, which dedications shall be shown on the general development plan for the Property. Dedication of easements and right-of-way along the perimeter of the Property shall be limited to the Owner's proportionate share of the right-of-way as determined using the procedures under Texas Local Government Code 212.904. The Property may be developed without a realignment of FM 455 through the Property if the Texas Department of Transportation does not approve and fund the realignment of FM 455 through the Property prior to the time affected portions of the Property are platted and developed.

ARTICLE VII **CONSENT TO DISTRICT CREATION**

The City unconditionally and irrevocably consents to the creation of the District to the extent consistent with the Resolution, and the District's exercise of the power of eminent domain consistent with the legislation creating the District. The City also consents to the District's annexation of a maximum of 100 acres, in the aggregate, within the City's ETJ or corporate limits provided the area annexed is contiguous to the boundaries of the District. To the extent the legislation creating the District requires the City's written consent, such written consent shall not be unreasonably withheld. The City agrees to adopt such further ordinances and execute such further documents as may reasonably be requested by the Owner, the Texas Commission on Environmental Quality (the "TCEQ"), the Texas Attorney General, or the District to evidence the City's consents as set forth in this Agreement to the extent consistent with the Resolution. The consent contained in this Article VIII is given by the City in full satisfaction of any requirements for district consents contained in any statute or otherwise required by law, rule, regulation or policy including, but not limited to, consents required by the Texas Water Code, as amended, the Texas Local Government Code, as amended, any rules, regulations, or policies of the TCEQ, or any rules, regulations, or policies of the Texas Attorney General.

ARTICLE VIII **ASSIGNMENT AND ENCUMBRANCE**

8.1 Assignment. Provided that the Owner is not in breach or default of this Agreement at the time of assignment, the Owner has the right (from time to time) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Owner under this Agreement to any person or entity (an "Assignee") without City consent, but with notice to the City, if the Assignee is an entity that is controlled by or under common control by the Owner or the Assignee is or will become an owner of any portion of the Property. An Assignee is considered the "Owner" and a "Party" under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Assignee. Each assignment shall be in writing executed by the Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned, and shall contain a representation by the Assignee acknowledged by a notary public that the Assignee has the financial ability to timely perform the assigned obligations. A copy of each fully executed assignment to an Assignee shall be provided to all Parties within 15 days after execution. From and after such assignment, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that the Owner shall be released from

subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, the Owner shall not be released until the City receives such copy of the assignment. No assignment by the Owner shall release the Owner from any liability that resulted from an act or omission by the Owner that occurred prior to the effective date of the assignment. The City shall not assign this Agreement.

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

ARTICLE IX

RECORDATION, RELEASES, AND ESTOPPEL CERTIFICATES

9.1 Binding Obligations. Pursuant to the requirements of Section 212.172(f) of the Texas Local Government Code, this Agreement, and all amendments hereto, shall be recorded in the deed records of Collin County. In addition, all assignments of this Agreement shall be recorded in the deed records of Collin County. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns permitted by this Agreement and upon the ETJ Property; however, with the exception of Article III and the Development Regulations, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end buyer of a fully developed and improved lot.

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

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

ARTICLE X **ADDITIONAL PROVISIONS**

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

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

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

Attachment: Resolution to Execute Agreement - Eland Farms v2 (2035 : Eland Res to Execute Agreement)

To the Owner: Attn: Van Nichols

1341 South Preston Rd., Suite C

Celina, Texas 75009

E-mail: vannichols@aol.com

TEL: (972) 382-4004

FAX: (972) 382-4774

Attn: Robin McGuire

16400 Dallas Parkway, Suite 100

Dallas, Texas 75248

E-mail: rmcguire@sundownenergy.com

TEL: (214) 368-6100 x2187

FAX: (214) 368-5415

With a copy to: Attn: Misty Ventura

Shupe Ventura, PLLC

9406 Biscayne Blvd.

Dallas, Texas 75218

E-mail: misty.ventura@svlandlaw.com

TEL: (214)328-1101

FAX: (800) 519-3768

10.3 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which Notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than five (5) business days after written Notice of the alleged failure has been given in the case of a default of an obligation to make a payment required under this

Agreement and 30 days after written Notice of the alleged failure in all other cases). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the Notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If a Party who has received Notice under this section cannot cure an alleged failure to perform within 30 days after receipt of written Notice, such Party shall give written Notice to the other Party within such 30 day period (a) stating that the Party cannot cure the alleged failure within 30 days after receipt of written Notice, and explaining the reason; and (b) providing a date by which such Party can reasonably cure the alleged failure ("Cure Time Notice"). A Party who does not timely provide a Cure Time Notice shall be deemed to be able to cure the alleged failure to perform within 30 days after the initial written Notice of the alleged failure has been given.

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

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

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

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

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

provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

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

10.9 Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement, but does not supersede the Resolution. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, such unenforceable provision shall be deleted from this Agreement, and the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties. If at any time after the Effective Date it is determined that any portion of the ETJ Property that is owned by the Owner, or the Owner's successors and assigns, is not within the City's ETJ, then the Owner, or the Owner's successors and assigns, shall petition the City to include such portion of the ETJ Property within the City's ETJ and then voluntarily petition for annexation of that portion of the ETJ Property into the City's corporate limits.

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

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

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

10.13 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

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

Exhibit A	Metes and Bounds Description and Depiction of the Property
Exhibit B	Metes and Bounds Description and Depiction of the ETJ Property
Exhibit C	Concept Plan
Exhibit D	Development Regulations

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

CITY OF CELINA, TEXAS
"The City"

By: _____
Sean Terry, Mayor

ATTEST:

By: _____
Vicki Faulkner, City Secretary

THE STATE OF TEXAS §

§

COUNTY OF COLLIN §

On _____, 2017, before me, the undersigned personally appeared Sean Terry, Mayor, of the City of Celina and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity.

Notary Public in and for the State of TEXAS

THE OWNER:

Eland Energy, Inc.

By: _____

Robin D. McGuire, VP Land & General Counsel

THE STATE OF TEXAS §

§

COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2017, by Robin D. McGuire, VP Land & General Counsel of Eland Energy, Inc. on behalf of said corporation.

Notary Public in and for the State of TEXAS

Attachment: Resolution to Execute Agreement - Eland Farms v2 (2035 : Eland Res to Execute Agreement)

THE OWNER:

Central Frisco, Ltd.,

by ALR General LC, its General Partner,

by Eland Energy, Inc., its Manager

By: _____

Robin D. McGuire, VP Land & General Counsel

THE STATE OF TEXAS §

§

COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2017, by Robin D. McGuire, VP Land & General Counsel for Eland Energy, Inc., in its capacity as Manager of ALR General LC, the General Partner of Central Frisco, Ltd.

Notary Public in and for the State of TEXAS

Attachment: Resolution to Execute Agreement - Eland Farms v2 (2035 : Eland Res to Execute Agreement)

EXHIBIT A**METES AND BOUNDS DESCRIPTION AND DEPICTION OF THE PROPERTY**

BEING a tract of land situated in the William H. Herron Survey, Abstract No. 380, the Daniel Howell Survey, Abstract No. 394, Mary Howell Survey, Abstract No. 396 Benjamin Haile Survey, Abstract No. 397, Martha Herron Survey, Abstract No. 415, George Jay Survey, Abstract No. 488 and the Isaac Walker Survey, Abstract No. 1056, City of Celina, Collin County, Texas, and being all of a called 450.71-acre tract of land, conveyed to Central Frisco, Ltd., as evidenced in a Special Warranty Deed, recorded in Instrument No. 2008030600026870 of the Official Public Records of Collin County, Texas, all of a called "Tract A" (43.777 acres) and a called "Tract B" (2.500 acres), conveyed to Eland Energy, Inc., as evidenced in a Special Warranty Deed, recorded in Instrument No. 20150722000903310 of the Official Public Records of Collin County, Texas, all of a called 272.545-acre tract of land, conveyed to Eland Energy, Inc., as evidenced in a Special Warranty Deed, recorded in Instrument No. 20150722000903300 of the Official Public Records of Collin County, Texas, all of a called 154.059-acre tract of land, conveyed to Central Frisco, Ltd., as evidenced in a Special Warranty Deed, recorded in Instrument No. 20070725001023610 of the Official Public Records of Collin County, Texas, all of a called "Tract One" (78.613 acres), a called "Tract Two" (66.676 acres), a called "Tract Three" (59.916 acres), a called "Tract Four" (0.937 acre), and a called "Tract Five" (18.748 acres), conveyed to Eland Energy, Inc., as evidenced in a General Warranty Deed, recorded in Instrument No. 20141002001081250 of the Official Public Records of Collin County, Texas, all of a called 6.000-acre tract of land, conveyed to Central Frisco, Ltd., as evidenced in a General Warranty Deed, recorded in Instrument No. 20110831000926240 of the Official Public Records of Collin County, Texas, all of a called 62.434-acre tract of land, conveyed to Eland Energy, Inc., as evidenced in a General Warranty Deed, recorded in Instrument No. 20141002001081260 of the Official Public Records of Collin County, Texas, and all of a called 167.027-acre tract of land, conveyed to Eland Energy, Inc., as evidenced in a General Warranty Deed, recorded in Instrument No. 20141002001081290 of the Official Public Records of Collin County, Texas, all of a called 30-foot wide street easement located along the westerly side of said "Tract One", conveyed to County, of Collin, Texas, recorded in County Clerk's File No. 96-0067344 of the Land Records of Collin County, Texas, all of a called 30-foot wide street easement located along the westerly side of said "Tract Five", conveyed to County, of Collin, Texas, recorded in County Clerk's File No. 96-0067345 of the Land Records of Collin County, Texas, the portion of F. M. 455 (a called 90-foot wide right of way) situated between said "Tract One", "Tract Two", Tract Three" and "Tract Four", the portion of said F. M. 455 along the southerly line of said 167.027-acre tract and the westerly portion of said F. M. 455 along the easterly line of said 167.027-acre tract, and being more particularly described by metes and bounds as follows:

BEGINNING at the westernmost, northwest corner of said 450.71-acre Central Frisco, Ltd., tract, same being the southwest corner of a called 50.487-acre tract of land, conveyed to Preston Acreage, L.P. & Spartan Texas Six-Celina, Ltd., as evidenced in a General Warranty Deed, recorded in Volume 5239, Page 1060 of the Land Records of Collin County, Texas, same also being on the easterly right of way line of State Highway 289 (Preston Road);

THENCE South 89°58'20" East, departing the easterly right of way line of said State Highway 289 (Preston Road), along a northerly line of said 450.71-acre tract and the southerly line of said 50.487-acre tract, a distance of 985.28 feet to the southeast corner of said 50.487-acre tract;

THENCE North 00°33'31" East, along a westerly line of said 450.71-acre tract and the easterly line of said 50.487-acre tract, a distance of 2607.81 feet to the northeast corner of said 50.487-acre tract and the northernmost, northwest corner of said 450.71-acre tract, same being in County Road No. 100, a public use right of way, no record found, same also being on the southerly line of a called 33.356-acre tract of land, conveyed to CR 100 Thirty-Three Partners, LP, as evidenced in a Special Warranty Deed, recorded in Instrument No. 20150224000195720 of the Official Public Records of Collin County, Texas;

THENCE North 88°52'34" East, along the northerly line of said 450.71-acre tract, the southerly line of said 33.356-acre tract and generally along said County Road No. 100, a distance of 1066.91 feet to the southeast corner of said 33.356-acre tract;

THENCE North 88°40'20" East, continuing along the northerly line of said 450.71-acre tract, the southerly line of a called 93.277-acre tract of land, conveyed to Bellaire Partners, L.L.C., as evidenced in a Special Warranty Deed, recorded in Instrument No. 20160222000196050 of the Official Public Records of Collin County, Texas, and continuing along said County Road No. 100, a distance of 1587.35 feet to the northeast corner of said 450.71-acre tract, and the southeast corner of said 93.277-acre tract, same being the intersection of said County Road No. 100 with County Road No. 97, a public use right of way, no record found;

THENCE South 00°26'10" West, Along the easterly line of said 450.71-acre tract, the westerly line of Sharrock Addition, an addition to the City of Celina, Texas, according to the Final Plat, recorded in Volume 2016, Page 80 of the Plat Records of Collin County, Texas, and the westerly line of a called 15.00-acre tract of land, conveyed to Carolyn A. Tipton and Joel C. Molinar, as evidenced in a deed recorded in Volume 4698, Page 2781 of the Land Records of Collin County, Texas, and generally along said County Road No. 97, a distance of 780.68 feet to the northwest corner of a called 40.11-acre tract of land, conveyed to N. E. Coit & CR 101, LP, as evidenced in a General Warranty Deed, recorded in Instrument No. 20081014001224170 of the Official Public Records of Collin County, Texas;

THENCE South 00°04'54" West, continuing along the easterly line of said 450.71-acre tract, along the westerly line of said 40.11-acre tract and continuing along said County Road No. 97, a distance of 1861.34 feet to the southwest corner of said 40.11-acre tract, same being the northwest corner of aforesaid "Tract A" (43.777 acres) Eland Energy, Inc., tract, same being the intersection of said County Road No. 97 with County Road No. 101, a public use right of way, no record found;

THENCE North 89°35'03" East, departing the easterly line of said 450.71-acre tract, along the northerly line of said "Tract A", the southerly line of said 40.11-acre tract, and generally along said County Road No. 101, a distance of 402.01 feet to a corner;

THENCE North 89°36'37" East, continuing along the northerly line of said "Tract A", the southerly line of said 40.11-acre tract and said County Road No. 101, a distance of 401.65 feet to the northernmost, northeast corner of said "Tract A", same being the northwest corner of a called 7.498-acre tract of land, conveyed to Tom Harper, as evidenced in a General Warranty Deed, recorded in County Clerk's File No. 93-0036670 of the Land Records of Collin County, Texas;

THENCE South 00°07'56" East, departing said County Road No. 101, along the easterly line of said "Tract A" and the westerly line of said 7.498-acre tract, a distance of 541.77 feet to the southwest corner of said 7.498-acre tract;

THENCE North 89°38'16" East, along a northerly line of said "Tract A" and the southerly line of said 7.498-acre tract, a distance of 630.23 feet to the easternmost, northeast corner of said "Tract A" and the southeast corner of said 7.498-acre tract, same being on a westerly line of aforesaid 272.545-acre, Eland Energy, Inc., tract;

THENCE North 00°01'23" West, along an easterly line of said 7.498-acre tract and the westerly line of said 272.545-acre tract, a distance of 116.61 feet to a corner on the southerly line of a called 2.661-acre tract of land, conveyed to Collin County, Texas, as evidenced in a General Warranty Deed, recorded in Volume 5309, Page 7316 of the Land Records of Collin County, Texas;

THENCE South 60°05'11" East, continuing along the westerly line of said 272.545-acre tract and along the southerly line of said 2.661-acre tract, a distance of 230.59 feet to a corner;

THENCE North 88°50'05" East, continuing along the westerly line of said 272.545-acre tract and along the southerly line of said 2.661-acre tract, a distance of 10.17 feet to the southeast corner of said 2.661-acre tract;

THENCE North 00°20'59" West, continuing along the westerly line of said 272.545-acre tract and along the easterly line of said 2.661-acre tract, a distance of 539.73 feet to the northwest corner of said 272.545-acre tract and the northeasterly corner of said 2.661-acre tract, same being on the occupied southerly line of aforesaid County Road No. 101;

THENCE North 89°30'33" East, along the northerly line of said 272.545-acre tract and along the southerly line of said County Road No. 101, a distance of 1020.62 feet to the northeast corner of said 242.545-acre tract, same being on the westerly line of called Tracts 1, 2, and 3, conveyed to Joe E. Stalling and wife, Janice K. Stalling, as evidenced in a General Warranty Deed with Vendor's Lien, recorded in County Clerk's File No. 93-0075959 of the Land Records of Collin County, Texas;

THENCE South 00°31'02" East, along the easterly line of said 242.545-acre tract, the westerly line of said Tracts 1, 2, and 3, the westerly line of a called 9.943-acre tract of land conveyed to Daniel DW Simons and Misty Simons, as evidenced in a General Warranty Deed, recorded in Instrument No. 20070816001143760 of the Official Public Records of Collin County, Texas, the westerly line of Tract 1 and Tract 2, conveyed to Michael M. Patterson and Charles Dawson, as evidenced in a General Warranty Deed, recorded in Instrument No. 20060630000904460 of the Official Public Records of Collin County, Texas, the westerly line of a called 10.692-acre tract of

land, conveyed to John D. Dove, as evidenced in a General Warranty Deed, recorded in Volume 3981, Page 359 of the Land Records of Collin County, Texas, and generally along the centerline of said County Road No. 101, a distance of 1945.32 feet to the northwest corner of aforesaid 154.059-acre Central Frisco, Ltd., tract and the southwest corner of said 10.692-acre tract, same being the intersection of said County Road No. 101 with County Road No. 130, a public use right of way, no record found;

THENCE North 89°37'24" East, along the northerly line of said 154.059-acre tract, the southerly line of said 10.692-acre tract, and generally along said County Road No. 130, a distance of 776.70 feet to a corner;

THENCE North 89°39'58" East, continuing along the northerly line of said 154.059-acre tract and the northerly line of aforesaid "Tract B", Eland Energy, Inc., tract and continuing generally along said County Road No. 130, a distance of 1861.15 feet to the northeast corner of said 154.059-acre tract, same being the northwest corner of aforesaid 62.434-acre Eland Energy, Inc., tract;

THENCE North 89°30'30" East, along the northerly line of said 62.434-acre tract and continuing generally along said County Road No. 130, a distance of 1909.83 feet to the northernmost, northeast corner of said 62.434-acre tract, same being the northwest corner of a tract of land, conveyed to Porfirio Paulino and wife, Ojilvoa Paulino, as evidenced in a General Warranty Deed, recorded in Volume 5674, Page 3250 of the Land Records of Collin County, Texas;

THENCE South 00°29'02" East, departing said County Road No. 130, along an easterly line of said 62.434-acre tract, the westerly line of said Paulino tract and the westerly line of a tract of land, conveyed to John C. Kiesling and wife, Rhonda Kiesling, as evidenced in a Warranty Deed, recorded in Volume 4147, Page 717 of the Land Records of Collin County, Texas, a distance of 714.20 feet to the southwest corner of said Kiesling tract;

THENCE North 89°33'17" East, along the southernmost, northerly line of said 62.434-acre tract and the southerly line of said Kiesling tract, a distance of 728.71 feet to the easternmost, northeast corner of said 62.434-acre tract, same being in County Road No. 128, a public use right of way, no record found;

THENCE South 02°01'47" East, along the easterly line of said 62.434-acre tract and along said County Road No. 128, a distance of 46.49 feet to a corner;

THENCE South 01°52'14" East, continuing along the easterly line of said 62.434-acre tract and said County Road No. 128, a distance of 563.63 feet to the southeast corner of said 62.434-acre tract;

THENCE South 89°21'14" West, along the southerly line of said 62.434-acre tract, a distance of 32.93 feet to the northeast corner of aforesaid 167.027-acre Eland Energy, In., tract;

THENCE South 00°30'22" East, along the easterly line of said 167.027-acre tract and generally along said County Road No. 128, a distance of 2101.08 feet to an inner ell corner of said 167.027-acre tract, same being the southwest corner of Highpoint Estates, an addition to the City of Celina,

Texas, according to the Final Plat, recorded in Volume M, Page 116 of the Plat Records of Collin County, Texas;

THENCE North 89°26'58" East, along a northerly line of said 167.027-acre tract, the southerly line of said Highpoint Estates and continuing along said County Road No. 128, a distance of 333.00 feet to the easternmost, northeast corner of said 167.027-acre tract;

THENCE South 00°23'39" East, along the easterly line of said 167.027-acre tract, for part of the way, passing the westerly right of way line of F. M. 455, a 90-foot wide right of way, continuing along the extension of the easterly line of said 167.027-acre tract and within said F. M. 455, passing the easterly right of way line of said F. M. 455, a total distance of 1243.28 feet to the northeast corner of a called 69.149-acre tract of land, conveyed to David Lair and wife, June Lair, as evidenced in a deed, recorded in Volume 816, Page 559 of the Land Records of Collin County, Texas;

THENCE in a westerly direction, along the northerly line of said 69.149-acre tract and the southerly right of way line of said F. M. 455, the following:

South 88°31'26" West, a distance of 133.55 feet to a corner;

South 66°55'26" West, a distance of 88.60 feet to a corner;

South 81°35'26" West, a distance of 106.10 feet to a corner;

South 88°31'26" West, a distance of 1210.70 feet to a corner;

South 88°37'26" West, a distance of 210.30 feet to the northwest corner of said 69.149-acre tract, same being the northeast corner of a called 10.00-acre tract of land, conveyed to Terry M. Collins and spouse, Diana Collins, as evidenced in a General Warranty Deed, recorded in Instrument No. 20150205000127830 of the Official Public Records of Collin County, Texas;

THENCE South 88°33'08" West, continuing along the southerly right of way line of said F. M. 455 and along the northerly line of said 10.00-acre tract, a distance of 371.93 feet to the northwest corner of said 10.00-acre tract, same being the northeast corner of a called 5.00-acre tract of land, conveyed to Michael S. Armstrong and spouse, Melissa B. Armstrong, as evidenced in a General Warranty Deed, recorded in Instrument No. 20131018001435890 of the Official Public Records of Collin County, Texas;

THENCE South 88°55'54" West, continuing along the southerly right of way line of said F. M. 455 and along the northerly line of said 5.00-acre tract, a distance of 319.79 feet to the northwest corner of said 5.00-acre tract, same the northeast corner of a called 20.058-acre tract of land, conveyed to Larry N. Lehman and Robbie C. Lehman, as evidenced in a General Warranty Deed, recorded in Instrument No. 20150608000673760 of the Official Public Records of Collin County, Texas;

THENCE South 88°55'57" West, continuing along the southerly right of way line of said F. M. 455 and along the northerly line of said 20.058-acre tract for part of the way, crossing said F. M. 455 along the extension of the northerly line of said 20.058-acre tract, a distance of 427.32 feet to a corner on the curving westerly right of way line of said F. M. 455, same being on the curving easterly line of aforesaid "Tract Two", Eland Energy, Inc., tract, said curve being a non-tangent curve to the left;

THENCE in a southerly direction, along the westerly right of way line of said F. M. 455, the easterly line of said "Tract Two" and along the arc of said curve to the left, through a central angle of 20°27'26", having a radius of 363.31 feet, a chord bearing of South 36°07'57" West, a chord distance of 129.03 feet and an arc length of 129.72 feet to the end of said curve;

THENCE South 00°15'57" East, departing the easterly line of said "Tract Two", the westerly right of way line of said F. M. 455, crossing said F. M. 455, passing the southerly right of way line of said F. M. 455 and the northeast corner of aforesaid "Tract Three", Eland Energy, tract, continuing along the easterly line of said "Tract Three", a distance of 1443.40 feet to the southeast corner of said "Tract Three", same being the northeast corner of a called 85.04-acre tract of land, conveyed to Jane Willard, as evidenced in a General Warranty Deed, recorded in County Clerk's File No. 96-0039930 of the Land Records of Collin County, Texas;

THENCE South 89°51'15" West, along the southerly line of said "Tract Three" and the northerly line of said 85.04-acre tract, a distance of 2639.07 feet to the southwest corner of said "Tract Three", same being on the easterly line of a called "First Tract", conveyed to Jane Willard, as evidenced in a Warranty Deed, recorded in Volume 3368, Page 434 of the Land Records of Collin County, Texas, same also being in County Road No. 98, a public use right of way, no record found;

THENCE North 00°04'01" West, along the westerly line of said "Tract Three", the easterly line of said "First Tract" for part of the way and along said County Road No. 98, a distance of 405.05 feet to a corner on the easterly right of way line of aforesaid F. M. 455;

THENCE North 03°46'21" West, departing the easterly right of way line of said F. M. 455 and crossing said F. M. 455, a distance of 408.54 feet to a corner on the westerly right of way line of said F. M. 455, same being on the easterly line of a called "Second Tract", conveyed to Jane Willard, as evidenced in aforesaid Warranty Deed, recorded in Volume 3368, Page 434, same also being aforesaid County Road No. 101;

THENCE North 00°03'05" West, departing the westerly right of way line of said F. M. 455, along the easterly line of said "Second Tract", the easterly line of a called 66.68-acre tract, conveyed to Jane C. Willard, as evidenced in a Special Warranty Deed, recorded in County Clerk's File No. 93-0007503 of the Land Records of Collin County, Texas, the westerly line of aforesaid 30' Street Easement to Collin County, Texas, recorded in County Clerk's File No. 96-0067344, and generally along said County Road No. 101, a distance of 1520.01 feet to the northwest corner of said street easement, same being the southwest corner of aforesaid 30' Street Easement to Collin County, Texas, recorded in County Clerk's File No. 96-0067345;

THENCE North 00°27'17" West, continuing along the easterly line of said 66.68-acre tract, the easterly line of a called 5.000-acre tract of land, conveyed to Brian Wayne Boyd, as evidenced in a General Warranty Deed, recorded in Instrument No. 20140205000108240, the easterly line of a called 5.000-acre tract of land, conveyed to Brian Wayne Boyd, as evidenced in a General Warranty Deed, recorded in Instrument No. 20140428000404190, both of the Official Public Records of Collin County, Texas, along the westerly line of said 30' Street Easement, recorded in County Clerk's File No. 96-0067345, and generally along said County Road No. 101, a distance of 570.00 feet to the southeast corner of aforesaid 272.545-acre, Eland Energy, Inc., tract;

THENCE North 89°53'04" West, departing said County Road No. 101, along the northerly line of said 5.000-acre Brian Wayne Boyd tract, recorded in Instrument No. 20140428000404190, the northerly line of aforesaid 66.68-acre, Jane C. Willard tract and the southerly line of said 272.545-acre tract, a distance of 2669.41 feet to the southwest corner of said 272.545-acre tract, same being the southeast corner of aforesaid 450.71-acre, Central Frisco, Ltd., tract;

THENCE North 89°54'14" West, along the southerly line of said 450.71-acre tract, the north line of Heritage Phase 3, an addition to the City of Celina, Texas, according to the Final Plat, recorded in Volume 2014, Page 66 of the Plat Records of Collin County, Texas and the northerly line of Heritage Phase 2, an addition to the City of Celina, Texas, according to the Final Plat, recorded in Volume P, Page 632 of the Plat Records of Collin County, Texas, a distance of 2005.13 feet to the southwest corner of said 450.71-acre tract, same being the southeast corner of Morgan Lakes Estates Phase One, an addition to the City of Celina, Texas, according to the Final Plat, recorded in Volume I, Page 591 of the Plat Records of Collin County, Texas;

THENCE in a northerly direction, along the westerly line of said 450.71-acre tract and the easterly line of said Morgan Lakes Estates Phase One, the following:

North 00°03'12" East, a distance of 461.22 feet to a corner;

North 07°08'40" East, a distance of 60.21 feet to the point of curvature of a non-tangent curve to the left;

Along the arc of said curve to the left, through a central angle of 06°21'24", having a radius of 270.00 feet, a chord bearing of South 86°04'27" East, a chord distance of 29.94 feet and an arc length of 29.96 feet to the end of said curve;

South 89°02'33" East, a distance of 222.34 feet to a corner;

North 01°00'05" East, a distance of 107.20 feet to a corner;

North 51°42'33" East, a distance of 398.05 feet to a corner;

North 49°38'51" East, a distance of 210.56 feet to a corner;

North 36°54'05" West, a distance of 462.25 feet to a corner;

North 15°17'56" West, a distance of 60.26 feet to the point of curvature of a non-tangent curve to the right;

Along the arc of said curve to the right, through a central angle of 07°25'01", having a radius of 530.00 feet, a chord bearing of North 78°46'38" East, a chord distance of 68.56 feet and an arc length of 68.61 feet to the end of said curve;

North 82°26'45" East, a distance of 62.14 feet to a corner;

North 38°02'48" West, a distance of 615.74 feet to a corner;

North 25°29'50" West, a distance of 423.56 feet to a corner;

North 11°11'38" East, a distance of 219.89 feet to a corner;

North 49°12'28" West, a distance of 934.00 feet to a corner;

North 45°38'34" West, a distance of 346.17 feet to a corner;

North 84°06'21" West, a distance of 374.78 feet to the northwest corner of said Morgan Lakes Estates Phase One, same being the westernmost, southwest corner of said 450.71-acre tract, same being on the easterly line of a called 15.071-acre tract of land, conveyed to SMR Family LP, as evidenced in a General Warranty Deed, recorded in Instrument No. 20090526000637370 of the Official Public Records of Collin County, Texas;

THENCE North 01°51'32" East, continuing along the westerly line of said 450.71-acre tract and the easterly line of said 15.071-acre tract, a distance of 132.73 feet to the northeast corner of said 15.071-acre tract, same being the southeast corner of a called 16.369-acre tract of land, conveyed to Pyramid Drywall, Inc., as evidenced in a General Warranty Deed, recorded in Instrument No. 20160721000935850 of the Official Public Records of Collin County, Texas;

THENCE North 00°50'57" West, East, continuing along the westerly line of said 450.71-acre tract and the easterly line of said 16.369-acre tract, a distance of 1184.08 feet to the easternmost, northeast corner of said 16.36—acre tract;

THENCE North 87°07'46" West, continuing along the westerly line of said 450.71-acre tract and the easterly line of said 16.369-acre tract, a distance of 50.86 feet to a corner;

THENCE North 00°51'58" West, continuing along the westerly line of said 450.71-acre tract, the easterly line of said 16.369-acre tract and the easterly line of the remainder of a tract of land, conveyed to Marvin T. Wilson and wife, Renetta T. Wilson, as evidenced in a Warranty Deed, recorded in County Clerk's File No. 92-0004376 of the Land Records of Collin County, Texas, a distance of 489.53 feet to the northeast corner of said Wilson tract;

THENCE South 89°48'22" West, continuing along the westerly line of said 450.71-acre tract and along the northerly line of said Wilson tract, a distance of 341.96 feet to the northwest corner of

said Wilson tract, same being on the easterly right of way line of aforesaid State Highway 289 (Preston Road);

THENCE North 00°16'22" East, continuing along the westerly line of said 450.71-acre tract and along the easterly right of way line of said State Highway 289 (Preston Road), a distance of 51.94 feet to the **POINT OF BEGINNING** and containing 1,432.8 gross acres of land, more or less, **SAVE AND EXCEPT** the following two tracts of land:

TRACT 1:

BEING a tract of land situated in the Benjamin Haile Survey, Abstract No. 397, City of Celina, Collin County, Texas, and being the remaining portion of a called 160.42-acre tract of land, conveyed to Kirk's Rockin K Ranch & Land Company, Inc., as evidenced in a Special Warranty Deed, recorded in Volume 4139, Page 3116 of the Land Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the southwest corner of said 160.42-acre tract, and the northwest corner of a 30' Street Easement to Collin County, Texas, recorded in County Clerk's File No. 96-0067345 of the Land Records of Collin County, Texas, same being on the easterly line of a called 272.545-acre tract of land, conveyed to Eland Energy, Inc., as evidenced in a Special Warranty Deed, recorded in Instrument No. 20150722000903300 of the Official Public Records of Collin County, Texas, same also being in County Road No. 101, a public use right of way, no record found;

THENCE North 00°31'00" West, along the westerly line of said 160.42-acre tract, the easterly line of said 272.545-acre tract and along said County Road No. 101, a distance of 417.42 feet to the westernmost, southwest corner of a called 154.059-acre tract of land, conveyed to Central Frisco, Ltd., as evidenced in a Special Warranty Deed, recorded in Instrument No. 20070725001023610 of the Official Public Records of Collin County, Texas;

THENCE North 89°58'09" East, departing the westerly line of said 160.42-acre tract, the easterly line of said 272.545-acre tract, said County Road No. 101 and along a southerly line of said 154.059-acre tract, a distance of 417.42 feet to a corner;

THENCE South 00°31'02" East, along a westerly line of said 154.059-acre tract, a distance of 417.42 feet to the southernmost, southwest corner of said 154.059-acre tract, same being on the southerly line of said 160.42-acre tract, same also being on the northerly line of a called "Tract Five" (18.748 acres), conveyed to Eland Energy, Inc., as evidenced in a General Warranty Deed, recorded in Instrument No. 20141002001081250 of the Official Public Records of Collin County, Texas;

THENCE South 89°58'09" West, along the southerly line of said 160.42-acre tract, the northerly line of said "Tract Five" and the northerly line of aforesaid 30' wide Street Easement, a distance of 417.43 feet to the **POINT OF BEGINNING** and containing 4.0 acres of land, more or less.

TRACT 2:

BEING a tract of land, situated in the Mary Howell Survey, Abstract No. 396 and the Benjamin Haile Survey, Abstract No. 397 and being all of a called 26.620-acre tract of land, conveyed to

John O. Rea and wife, Patricia O. Rea, as evidenced in a General Warranty Deed, recorded in County Clerk's File No. 92-0067367 and all of a called 5.000-acre tract of land, conveyed to John W. Rea and spouse, Patricia O. Rea, as evidenced in a General Warranty Deed, recorded in County Clerk's File No. 92-0067368, both of the Land Records of Collin County, Texas, and being more particularly described by metes and bounds as follows;

BEGINNING at the northeast corner of said 26.620-acre tract, same being the northernmost, northwest corner of a called 167.027-acre tract of land, conveyed to Eland Energy, Inc., as evidenced in a General Warranty Deed, recorded in Instrument No. 20141002001081290 of the Official Public Records of Collin County, Texas, same also being on the southerly line of a called 62.434-acre tract of land, conveyed to Eland Energy, Inc., as evidenced in a General Warranty Deed, recorded in Instrument No. 20141002001081260 of the Official Public Records of Collin County, Texas;

THENCE in a southerly direction, departing the southerly line of said 62.434-acre tract, along the easterly line of said 26.620-acre tract and the westerly line of said 167.027-acre tract, the following:

South 01°29'15" East, a distance of 1335.38 feet to a corner;

North 89°49'39" West, a distance of 508.88 feet to a corner;

South 38°07'37" West, a distance of 430.66 feet to the southeast corner of said 26.620-acre tract;

THENCE South 89°52'35" West, continuing along the westerly line of said 167.027-acre tract and along the southernmost line of said 26.620-acre tract, a distance of 297.86 feet to the southwest corner of said 26.620-acre tract, same being on the easterly line of a "Tract Two" (66.676 acres), conveyed to Eland Energy, Inc., as evidenced in said General Warranty Deed, recorded in Instrument No. 20141002001081250;

THENCE in a northerly direction, along the westerly line of said 26.620-acre tract and the easterly line of said "Tract Two", the following:

North 00°59'41" West, a distance of 263.88 feet to a corner;

South 63°10'27" East, a distance of 93.04 feet to a corner;

North 33°29'47" East, a distance of 96.33 feet to a corner;

North 55°28'52" East, a distance of 144.33 feet to a corner;

North 32°30'37" West, a distance of 235.17 feet to a corner;

North 16°40'31" East, a distance of 139.05 feet to a corner;

North 62°31'57" East, a distance of 233.49 feet to a corner;

North 23°42'01" East, a distance of 277.45 feet to a corner;

North 12°49'11" West, a distance of 66.79 feet to the northeast corner of said "Tract Two";

THENCE in a westerly direction, along the northerly line of said "Tract Two", a southerly line of said 26.620-acre tract and along the southerly line of aforesaid 5.000-acre tract, the following:

North 84°55'21" West, a distance of 167.79 feet to the south common corner of said 26.620-acre tract and said 5.000-acre tract;

North 84°55'21" West, a distance of 31.54 feet to a corner;

South 27°54'16" West, a distance of 108.75 feet to a corner;

North 47°35'32" West, a distance of 127.34 feet to a corner;

South 22°02'46" West, a distance of 111.09 feet to a corner;

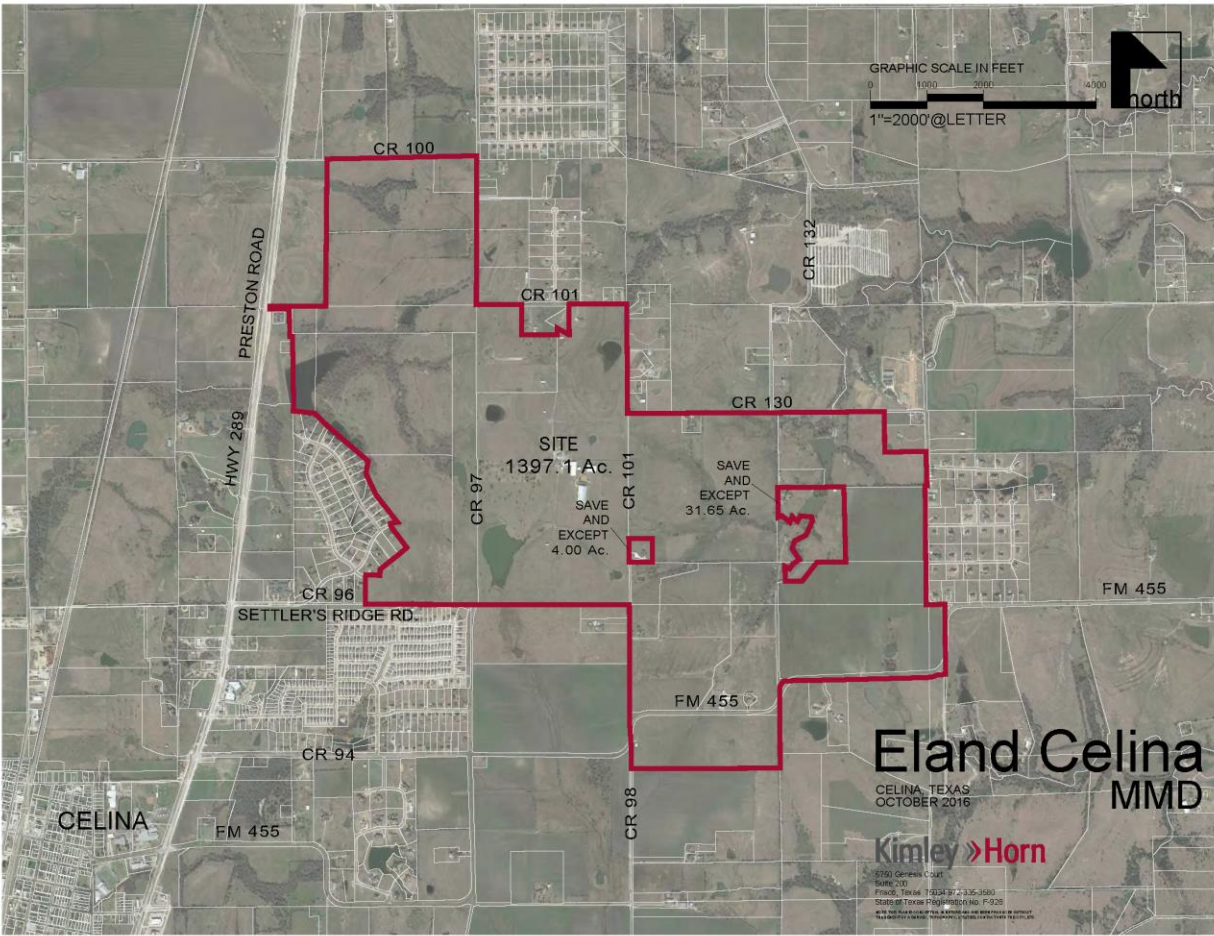
North 51°01'12" West, a distance of 184.77 feet to a corner;

South 66°56'55" West, a distance of 73.70 feet to the southwest corner of said 5.000-acre tract and the northernmost, northwest corner of said "Tract Two", same being on the easterly line of a called 154.059-acre tract of land, conveyed to Central Frisco, Ltd., as evidenced in a Special Warranty Deed, recorded in Instrument No. 20070725001023610 of the Official Public Records of Collin County, Texas;

THENCE North 00°21'55" West, along the westerly line of said 5.000-acre tract, the westerly line of said 26.620-acre tract and the easterly line of said 154.059-acre tract, a distance of 525.45 feet to the northwest corner of said 26.620-acre tract, same being the southwest corner of a called 6.000-acre tract of land, conveyed to Central Frisco, Ltd., as evidenced in a General Warranty Deed, recorded in Instrument No. 20110831000926240 of the Official Public Records of Collin County, Texas;

THENCE North 89°21'14" East, departing the easterly line of said 154.059-acre tract, along the northerly line of said 26.620-acre tract, the southerly line of said 6.000-acre tract and the southerly line of aforesaid 62.434-acre tract, a distance of 1170.10 feet to the **POINT OF BEGINNING** and containing 31.6 acres of land, more or less.

LEAVING a net area of 1,397.2 acres of land, more or less.



Attachment: Resolution to Execute Agreement - Eland Farms v2 (2035 : Eland Res to Execute Agreement)

EXHIBIT B
METES AND BOUNDS DESCRIPTION AND DEPICTION OF THE ETJ PROPERTY

TRACT 1

BEING a tract of land situated in the Martha Heron Survey, Abstract No. 415, City of Celina, Collin County, Texas and being all of a tract of land described as "Tract A" (43.777 acres) in Special Warranty Deed to Eland Energy, Inc, recorded in Instrument No. 20150722000903310, Official Public Records, Collin County, Texas, and all of a called 272.545-acre tract of land described in Special Warranty Deed to Eland Energy, Inc, recorded in Instrument No. 20150722000903300, said Official Public Records, and being more particularly described as follows:

BEGINNING at the northwest corner of said Tract A, common with the southwest corner of a called 40.11-acre tract of land described in General Warranty Deed to N.E. Coit & CR 101, LP, recorded in Instrument No. 20081014001224170, said Official Public Records, same being the intersection of County Road No. 97 (public use right-of-way, no record found) and County Road No. 101 (public use right-of-way, no record found);

THENCE North 89°35'03" East, along the common line of said Tract A and said 40.11-acre tract and generally along said County Road No. 101, a distance of 402.01 feet to a point for corner;

THENCE North 89°36'37" East, continuing along said common line and generally along said County Road No. 101, a distance of 401.65 feet to the northernmost northeast corner of said Tract A, common with the northwest corner of a 7.498-acre tract of land described in General Warranty Deed to Tom Harper, recorded in County Clerk's File No. 93-0036670, Land Records, Collin County, Texas;

THENCE South 0°07'56" East, departing said common line and said County Road No. 101 and along the common line of said Tract A and said 7.498-acre tract, a distance of 541.77 feet to the southwest corner of said 7.498-acre tract;

THENCE North 89°38'16" East, continuing along said common line, a distance of 630.23 feet to the southernmost southeast corner of said 7.498-acre tract, common with the easternmost northeast corner of said Tract A, same being an angle point in the northerly line of the aforementioned 272.545-acre tract;

THENCE North 0°01'23" West, departing said common line and along the common line of said 7.498-acre tract and said 272.545-acre tract, a distance of 116.61 feet to a point for corner, same being on the southerly line of a called 2.661-acre tract of land described in General Warranty Deed to Collin County, Texas, recorded in Volume 5309, Page 7316, said Land Records;

THENCE South 60°05'11" East, departing said common line and along the common line between said 272.545-acre tract and said 2.661-acre tract, a distance of 230.59 feet to a point for corner;

THENCE North 88°50'05" East, continuing along said common line, a distance of 10.17 feet to a point for corner;

THENCE North 0°20'59" West, continuing along said common line, a distance of 539.73 feet to the northernmost northwest corner of said 272.545-acre tract, common with the northeast corner of said 2.661-acre tract, same being on the occupied southerly line of said County Road No. 101;

THENCE North 89°30'33" East, along the common line of said 272.545-acre tract and the southerly line of said County Road No. 101, a distance of 1020.62 feet to the northeast corner of said 272.545-acre tract, same being on the westerly line of Tracts 1, 2, and 3, described in General Warranty Deed with Vendor's Lien to Joe E. Stalling and wife Janice K. Stalling, recorded in County Clerk's File No. 93-0075959, said Land Records;

THENCE South 0°31'02" East, along the easterly line of said 272.545-acre tract, the westerly line of said Tracts 1, 2, and 3, the westerly line of a called 9.943-acre tract of land described in General Warranty Deed to Daniel DW Simons and Misty Simons, recorded in Instrument No. 20070816001143760, said Official Public Records, the westerly line of Tract 1 and Tract 2, described in General Warranty Deed to Michael M. Patterson and Charles Dawson, recorded in Instrument No. 20060630000904460, said Official Public Records, the westerly line of a called 10.692-acre tract of land described in General Warranty Deed to John D. Dove, recorded in Volume 3981, Page 359, said Land Records, and generally along the centerline of said County Road No. 101, a distance of 1945.31 feet to the northwest corner of a called 154.059-acre tract of land described in Special Warranty Deed to Central Frisco, Ltd., recorded in Instrument No. 20070725001023610, said Official Public Records, common with the southwest corner of said 10.692-acre tract, same being the intersection of said County Road No. 101 with County Road No. 130 (public use right-of-way, no record found);

THENCE South 0°31'02" East, along the common line of said 272.545-acre tract and said 154.059-acre tract, a distance of 2220.69 feet to the westernmost southwest corner of said 272.545-acre tract;

THENCE South 0°31'02" East, continuing along the easterly line of said 272.545-acre tract and the westerly line of Tract Five (18.748 acres) described in Deed to Eland Energy, Inc, recorded in Instrument No. 20141002001081250, said Official Public Records, a distance of 1171.70 feet to the southeast corner of said 272.545-acre tract, common with the northeast corner of a called 5.000-acre tract of land described in Warranty Deed with Vendor's Lien, recorded in Instrument No. 20140428000404190, said Official Public Records;

THENCE North 89°53'04" West, along the common line of said 272.545-acre tract and said 5.000-acre tract and the northerly line of a called 66.68 acre tract of land described in Special Warranty Deed to Jane C. Willard, recorded in County Clerk's File No. 93-0007503, said Land Records, a distance of 2671.56 feet to the southwest corner of said 272.545-acre tract;

THENCE North 0°31'33" West, departing said common line and along the common line of said 272.545-acre tract and a called 450.71-acre tract of land described in Special Warranty Deed with Vendor's Lien

to Central Frisco, Ltd, recorded in Instrument No. 20080306000268700, said Official Public Records, a distance of 3747.56 feet to a point for corner;

THENCE North 0°10'10" West, continuing along said common line, a distance of 1566.55 feet to the **POINT OF BEGINNING** and containing 316.306 acres (13,778,269 sq. ft.) of land, more or less.

TRACT 2

BEING a tract of land situated in the Benjamin Haile Survey, Abstract No. 397, City of Celina, Collin County, Texas and being all of a tract of land described as "Tract B" (2.500 acres) in Special Warranty Deed to Eland Energy, Inc, recorded in Instrument No. 20150722000903310, Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at the northwest corner of said Tract B, same being in County Road No. 130 (public use right-of-way, no record found);

THENCE N 89°39'58" E, along the northerly line of said Tract B and generally along said County Road No. 130, a distance of 330.00 feet to the northeast corner of said Tract B, common with an angle point in the northerly line of a called 154.059-acre tract of land described in Special Warranty Deed to Central Frisco, Ltd., recorded in Instrument No. 20070725001023610, said Official Public Records;

THENCE South 0°20'30" East, along the common line of said Tract B and said 154.059-acre tract, a distance of 329.57 feet to the southeast corner of said Tract B, common with an angle point in the northerly line of said 150.059-acre tract;

THENCE South 89°36'52" West, continuing along said common line, a distance of 329.93 feet to the southwest corner of said Tract B, common with an angle point in the northerly line of said 150.059-acre tract;

THENCE North 0°21'14" West, continuing along said common line, a distance of 329.87 feet to the **POINT OF BEGINNING** containing 2.498 acres (108,797 sq. ft.) of land, more or less.

TRACT 3

BEING a tract of land situated in the Benjamin Haile Survey, Abstract No. 397, City of Celina, Collin County, Texas and being all of a called 6.000-acre tract of land described in Warranty Deed to Central Frisco, Ltd, recorded in Instrument No. 20110831000926240, Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at the southwest corner of said 6.000-acre tract, common with the northwest corner of a called 26.620-acre tract of land described in Warranty Deed to John O. Rea and Patricia O. Rea, recorded in County Clerk's File No. 92-0067367, Land Records, Collin County, Texas, same being on the easterly line of a called 154.059-acre tract of land described in Special Warranty Deed to Central Frisco, Ltd., recorded in Instrument No. 20070725001023610, said Official Public Records;

THENCE North 0°49'21" West, along the common line of said 6.000-acre tract and said 154.059-acre tract, a distance of 324.60 feet to the northwest corner of said 6.000-acre tract, common with the westernmost southwest corner of a called 62.434-acre tract of land described in Deed to Eland Energy, Inc, recorded in Instrument No. 2014002001081260, said Official Public Records;

THENCE North 89°28'44" East, along the common line of said 6.000-acre tract and said 62.434-acre tract, a distance of 819.08 feet to the northeast corner of said 6.000-acre tract, common with an angle point in the southerly line of said 62.434-acre tract;

THENCE South 2°26'25" West, along said common line, a distance of 323.28 feet to the southeast corner of said 6.000-acre tract, common with the southernmost southwest corner of said 62.434-acre tract, same being on the northerly line of the aforementioned 26.620-acre tract;

THENCE along the common line of said 6.000-acre tract and said 26.620-acre tract, a distance of 800.67 feet to the **POINT OF BEGINNING** and containing 6.019 acres (262,167 sq. ft.) of land, more or less.

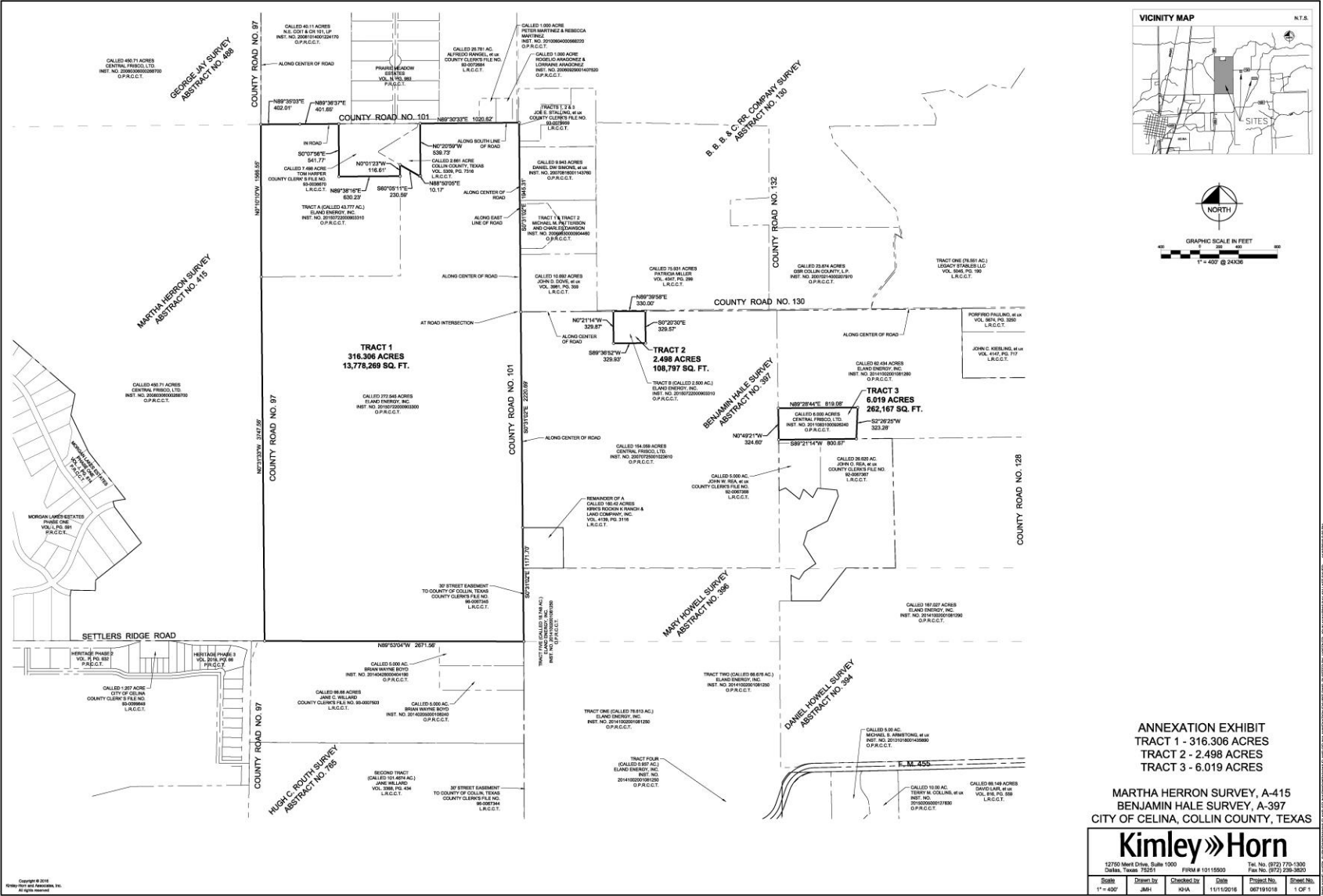
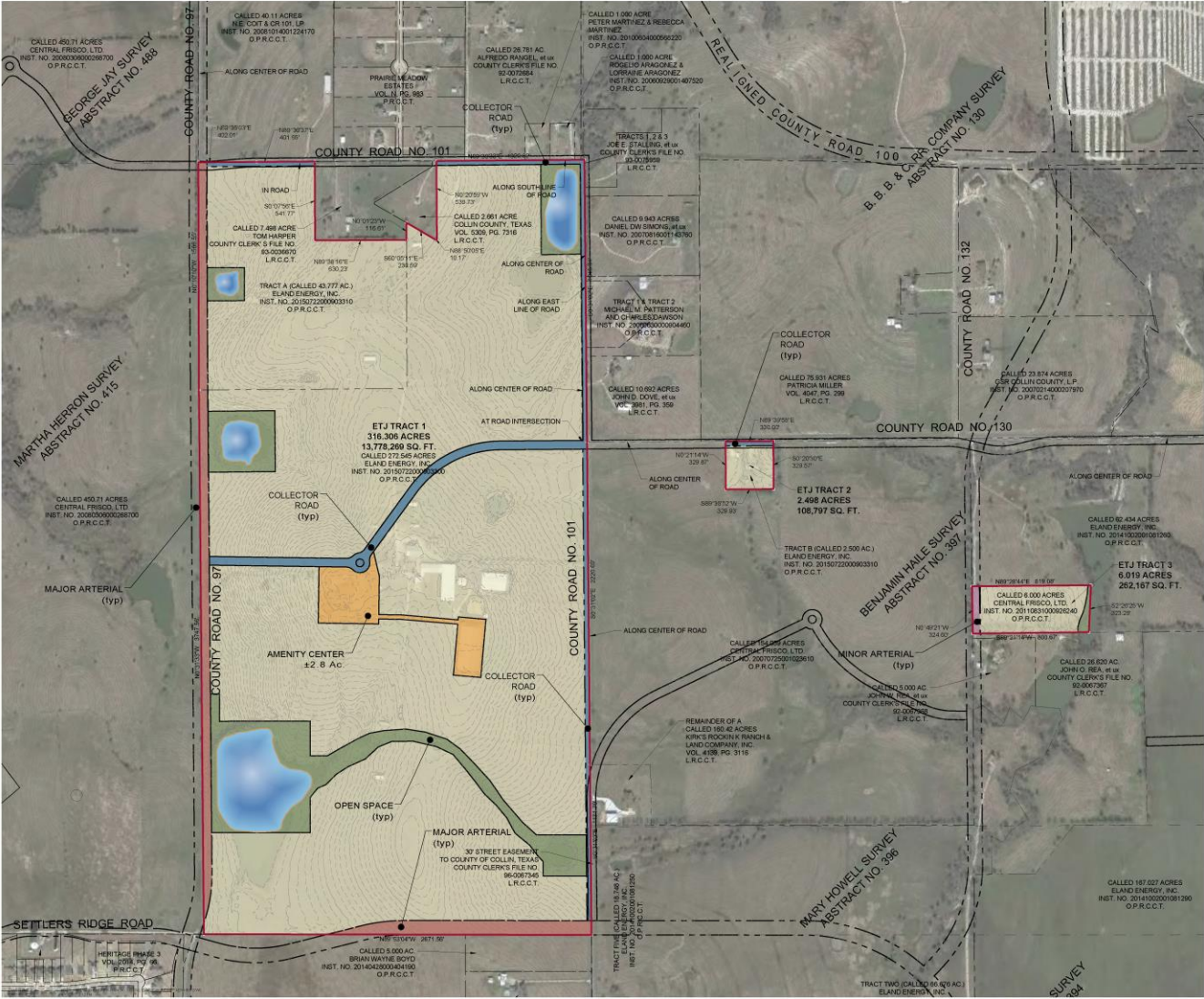


EXHIBIT C
CONCEPT PLAN



Land Use Acreage Summary

Roadways	20.3
Open Spaces	28.7
Single Family Residential	275.8
Total	324.8

Open Space Acreage Summary

Open Space	28.7
Amenity Centers	5.9
Detention / Flood Praks	0.0
Power lines and other Easements	0.0
Total Open Spaces	34.6
Total Percent Open Space	10.7%

Roadways

Major Arterials	10.7
Secondary Arterials	0.4
Collectors	9.2
Total	20.3

EXHIBIT "C" - ETJ CONCEPT PLAN
Eland Ranch
Celina ETJ, Collin County, Texas
April 2017

Kimley»Horn

5750 Genesis Court
Suite 200
Frisco, Texas 75034
972-336-3590
State of Texas Registration No. F-628

EXHIBIT D

DEVELOPMENT REGULATIONS

This **Exhibit D** shall apply only to the ETJ Property.

1. General Provisions

- 1.1 Zoning Ordinance.** Terms used in these Development Regulations shall have the same definition as given in Chapter 14 of the City's Code, the Comprehensive Zoning Ordinance (the "Zoning Ordinance") unless otherwise defined herein. In the event of a conflict between these Development Regulations and the Zoning Ordinance, these Development Regulations shall control
- 1.2 Concept Plan.** The portion of the Concept Plan on **Exhibit C** covering the ETJ Property (the "Concept Plan") shall serve as the concept plan for the ETJ Property.
- 1.3 Base Zoning Districts Established.** The ETJ Property may be developed in accordance with the standards of the Single Family Residential (SF-R) zoning district, as modified by this **Exhibit D**.
- 1.4 Maintenance and Improvements.** Prior to the issuance of a building permit for the initial phase of development, a property owner's association, membership association, or other legal entity shall be formed.
- 1.5 Drainage Analysis.** Per the City's subdivision regulations and in compliance with Section 3 of the City's Engineering Standards, the developer will conduct a drainage analysis to determine the impact the development will have on the immediate downstream receiving stream(s).

2. Land Use Areas & Lot Types Defined

- 2.1 Land Use.** Permitted uses are set forth in this Section 2.1. If a use is not listed in this Section 2.1, it is prohibited.

2.1.1 Permitted Uses. Unless otherwise noted, the following uses are permitted by right:

- a. Agriculture, including the raising of field crops and horticulture, and farming, including horse and cattle operations, but excluding feedlots, poultry farms, and kennels. Barns and other facilities utilized for the general

practice/operation of agricultural activities are permitted by right.

- b. Amenity centers, private.
- c. Buildings and installations geographically necessary to operate a public utility, but not including general office, material yards or repair shops. Such facilities shall observe yard space rules, but shall not be required to provide the full lot size and lot width requirement.
- d. Churches, synagogues, chapels and similar places of religious worship and instruction of a quiet nature.
- e. Country clubs.
- f. Greenhouses.
- g. Open space and associated amenities and improvements.
- h. Parks, Open Space and recreation areas including swimming pool facilities, water parks, clubhouses, sport courts and other similar facilities operated by public or private entities.
- i. Private streets/gated community. Permitted by CUP.
- j. Public or private golf course and related facilities.
- k. Public and quasi-public buildings for cultural use.
- l. Ranch and farm dwellings pertaining to agricultural operations.
- m. Recreational camps operated by public, charitable or religious organizations.
- n. Riding academies.
- o. Single Family Detached-Type A ("SFD-A").
- p. Single Family Detached-Type B ("SFD-B").
- q. Single Family Detached-Type C ("SFD-C").
- r. Single Family Detached-Type D ("SFD-D").
- s. Single Family Detached-Type E ("SFD-E").
- t. Single Family Detached-Type F ("SFD-F").
- u. Temporary construction offices and storage yards associated with development of the Property.

2.1.2 *Permitted accessory uses.* The following accessory uses are permitted in connection with a main use/principal use on the same property:

- a. Living quarters for persons regularly employed on the premises; but not including labor camps or dwellings for transient labor.
- b. Guest houses.

- c. Home occupations per the Zoning ordinance.
 - d. Offices incidental to and necessary for conducting a permitted use.
 - e. Parking areas.
 - f. Private garages, stables, and barns.
 - g. Roadside stands not exceeding 400 square feet in floor area, for the sale of agricultural products grown on the premises.
 - h. Nameplates and non-illuminated signs not to exceed 20 square feet in area identifying the premises, but not containing over 20 percent brand advertising.
 - i. Other accessory uses and buildings customarily appurtenant to a permitted use, including, but not limited to, associational meetings, religious gatherings, and social activities.
- 2.1.3 Additional Permitted Uses for Existing Kirk House and Existing Covered Arena*
- a. Bed and breakfast
 - b. Restaurant
 - c. Office space
 - d. Meeting space or retreat
 - e. Event center
 - f. Sporting events/sports facilities

*To the extent required by the applicable City building and fire codes, the portions of the existing Kirk House and covered arena being modified must comply with such codes.

2.2 Major Thoroughfares. The Concept Plan also identifies certain thoroughfares located or to be located on or off the ETJ Property (the "Major Thoroughfares"). The area, boundaries and location of the Major Thoroughfares on the Concept Plan are approximations.

2.3 Open Area / Recreational Facilities.

2.3.1 Open Space Definition. "Open Space" means land that does not have a slope greater than 4:1 and that is used for passive or active recreation. Open Space shall generally be undeveloped, but may include recreational facilities and improvements, such as trails,

lakes, ponds, fountains, pavilions, seating areas, lighting, and signage. At the time of site plan approval, the Commission may recommend, and the City Council may allow, full or partial credit for open areas that exceed a 4:1 maximum slope if it is determined that such areas are environmentally or aesthetically significant and that their existence enhances the development or the surrounding area.

2.3.2 Open Space Requirement. A minimum of 8% of the ETJ Property shall be committed to Open Space at the time of full build out. Required Open Space may include areas set aside for detention and retention purposes, as long as those areas are amenitized. Open Space areas, other than amenity centers and gated areas maintained by a homeowners association, shall be open to the public. Open Space shall be maintained by a homeowners association or the District. No physical improvements are permitted within the floodplain (as defined in the City's Engineering Standards), but construction is allowed in those areas that have been reclaimed from the floodplain per Section 3.15 of the City's Engineering Standards. Amenities within the required Open Space will include a minimum of one community meeting room and/or amenity center, a pond, a swimming pool (can be part of the amenity center), and 1,000 feet of six foot wide hike/bike trails. The amenities required by the SF-R zoning district regulations shall be substituted for the amenities required by this paragraph.

2.4 Signage. All signage provided on the ETJ Property shall be in conformance with the standards defined below. The overall design, style and color of the signage shall be included in a future Master Sign Plan to be submitted to the City. The Master Sign Plan shall be subject to approval by the City Administrator or his or her designee. No signage shall be erected, installed or otherwise placed prior to the submittal and approval of the Master Sign Plan, unless permitted separately through the City's standard sign permitting process. The maximum restrictions defined herein shall be permitted to be exceeded if contained in a Master Sign Plan application subject to approval by the City Administrator or his or her designee. In lieu of the Master Sign Plan permit process, the owner/developer (at his/her option) may follow the City's standard sign permitting process (per individual signs and/or the overall development).

2.4.1 Development Main Identification. Development Main Identification signs shall be constructed as a permanent monument sign and serve the purpose of identification of both residential and commercial land uses within the overall development.

- a. **Number and Location.** A maximum of one sign shall be permitted at each main entry to the development and only located adjacent to an arterial or collector thoroughfare. The specific locations of each sign shall be subject to approval of a Master Sign Plan, with permits not to be unreasonably held.

- b. Sign Faces. A maximum of two sign faces shall be permitted.
- c. Maximum Surface Area. A maximum surface area of 50 square feet shall be permitted for each sign face. If a decorative background element such as tile, stucco, masonry or other building material is used, the maximum sign face area for such decorative treatment may be expanded 24 inches measured from the sign face area in each cardinal direction.
- d. Maximum Height. The sign shall not exceed 10 feet from average finished grade.
- e. Time Period. Development Main Identification signs are intended to be permanent in nature and shall be allowed for the life of the sign permit.

2.4.2 *Neighborhood Identification.* Neighborhood Identification signs shall be constructed as a permanent monument sign and serve the purpose of identification of each neighborhood within an overall development.

- a. Number and Location. A maximum of one sign shall be permitted at the main entry to each neighborhood. Signs shall be generally located internal to the overall development. The specific locations of each sign shall be subject to approval of a Master Sign Plan, with permits not to be unreasonably held.
- b. Sign Faces. A maximum of two sign faces shall be permitted.
- c. Maximum Surface Area. A maximum surface area of 50 square feet shall be permitted for each sign face. If a decorative background element such as tile, stucco, masonry or other building material is used, the maximum sign face area for such decorative treatment may be expanded 24 inches measured from the sign face area in each cardinal direction.
- d. Maximum Height. The sign shall not exceed 10 feet from average finished grade.
- e. Time Period. Neighborhood Identification signs are intended to be permanent in nature and shall be allowed for the life of the sign permit.

2.4.3 *On-Site Directional.* On-Site Directional signage within developments and subdivisions shall be for communicating directions and facility information including on-site services. On-Site Directional signage shall contain no advertising copy other than the project logos, and shall be of a similar type and style throughout the development. On-Site Directional signage shall be

constructed as permanent signage.

- a. Number and Location. There shall be no maximum number of on-site directional signs, provided the signs are located a minimum of 200 feet from the perimeter of the overall development. If On-Site Directional signage is proposed within 200 feet of the perimeter of the development, then the total number of signs within 200 feet of the perimeter of the development shall be subject to approval of a Master Sign Plan, with permits not to be unreasonably held. The specific locations of all proposed On-Site Directional signs shall be subject to approval of a Master Sign Plan, with permits not to be unreasonably held.
- b. Sign Faces. A maximum of two sign faces shall be permitted.
- c. Maximum Surface Area. A maximum surface area of six square feet shall be permitted for each sign face. In such case where the sign is proposed to be mounted on a columnar structure, the maximum surface area of the overall structure shall be 140 square feet for rectangular structures and 110 square feet for cylindrical structures.
- d. Maximum Height. The maximum height of the overall sign structure shall not exceed seven feet from average finished grade.
- e. Time Period. On-Site Directional signs are intended to be permanent in nature and shall be allowed for the life of the sign permit.

2.4.4 *Off-Site Directional*. Off-Site Directional signs shall be a temporary sign permitted in order to communicate directional information for parcels without frontage on a thoroughfare.

- a. Number and Location. A maximum of two signs shall be permitted for the overall development and one sign for each additional internal individually platted parcel. The specific locations of each sign shall be subject to approval of a Master Sign Plan, with permits not to be unreasonably held. Off-Site Directional signs shall only be permitted in the following locations:
 1. On a parcel abutting the parcel identified on the directional sign.
 2. On a parcel subject to a recorded document insuring ingress and egress to the parcel identified on the off-site directional sign.
 3. On a parcel adjacent to an arterial or collector street.

- b. Sign Faces. A maximum of two sign faces shall be permitted.
- c. Maximum Surface Area. A maximum surface area of 50 square feet shall be permitted for each sign face.
- d. Maximum Height. The sign shall not exceed 12 feet from average finished grade.
- e. Time Period. Signs shall be removed upon sale, lease or rental of all of the affected property.

2.4.5 *Model Home/Community Center.* A Model Home / Community Center sign shall be a temporary sign with the purpose of identifying a model home or community center as being the builder or contractor's model open to the public for inspection.

- a. Number and Location. A maximum of one sign shall be permitted for each model home and/or community center. Signs shall be located on the lot being advertised and shall not be located in any public right-of-way.
- b. Sign Faces. A maximum of two sign faces shall be permitted.
- c. Maximum Surface Area. A maximum surface area of 16 square feet shall be permitted for each sign face.
- d. Maximum Height. The sign shall not exceed 10 feet from average finished grade.
- e. Time Period. Signs shall be removed upon sale, lease or rental of all of the affected property.

2.4.6 *Neighborhood Builder.* A Neighborhood Builder sign shall be a temporary sign with the purpose of identifying individual builders and pricing information within a neighborhood.

- a. Number and Location. A maximum of two signs shall be permitted for each neighborhood. Signs shall be located on the applicable neighborhood tract and shall not be located in any public right-of-way.
- b. Sign Faces. A maximum of two sign faces shall be permitted.
- c. Maximum Surface Area. A maximum surface area of 16 square feet shall be permitted for each sign face.

- d. Maximum Height. The sign shall not exceed 10 feet from average finished grade.
- e. Time Period. Signs shall be removed upon sale, lease or rental of all of the affected property.

2.4.7 *Builder Lot.* A Builder Lot sign shall be a temporary sign with the purpose of identifying an individual lot or parcel for sale within the development.

- a. Number and Location. A maximum of one sign shall be permitted for each lot. Signs shall be located on the lot being advertised and shall not be located in any public right-of-way.
- b. Sign Faces. A maximum of two sign faces shall be permitted.
- c. Maximum Surface Area. A maximum surface area of six square feet shall be permitted for each sign face.
- d. Maximum Height. The sign shall not exceed four feet from average finished grade.
- e. Time Period. Signs shall be removed upon sale, lease or rental of all of the affected property.

2.4.8 *Construction.* A construction sign shall be a temporary sign with the purpose of identifying the property owner, architect, contractor, subcontractor, engineer, landscape architect, decorator or mortgagee engaged in the design, construction or improvement of the premises on which the sign is located.

- a. Number and Location. A maximum of one sign shall be permitted for each project under construction. Signs shall be located adjacent to a construction trailer or washout area.
- b. Sign Faces. A maximum of one sign faces shall be permitted.
- c. Maximum Surface Area. A maximum surface area of 32 square feet shall be permitted for the sign face.
- d. Maximum Height. The sign shall not exceed 10 feet from average finished grade.
- e. Time Period. Signs shall be removed upon completion of the construction project.

2.4.9 *Realtor Open House and Directional.* Realtor Open House and Directional signs shall be temporary signs utilized during the weekend with the purpose of identifying a house for sale and providing route information to the advertised house. Realtor Open House signs shall be separate from and not include typical For Sale signs for the subject property.

- a. Number and Location. A maximum of one sign (for the purposes of a Realtor Open House) shall be permitted for each lot where a house is for sale. In addition, a maximum of three off-site directional sign shall be permitted to provide route information. The Realtor Open House sign shall only be permitted on the lot where the house is for sale. Off-Site Directional signage shall not be placed closer than three feet from the curb or edge of pavement of any street.
- b. Sign Faces. A maximum of two sign faces shall be permitted.
- c. Maximum Surface Area. A maximum surface area of six square feet shall be permitted for each sign face.
- d. Maximum Height. The sign shall not exceed four feet from average finished grade.
- e. Time Period. Signs shall only be permitted within the hours of noon Friday through noon Monday.

2.4.10 *Neighborhood Promotional.* A Neighborhood Promotional sign shall be a temporary sign with the purpose of identifying a newly opened model home, neighborhood closeout or similar advertisement.

- a. Number and Location. A maximum of two signs per individually platted neighborhood shall be permitted. Signs shall be located within the neighborhood being advertised and shall not be located within any public right-of-way.
- b. Sign Faces. A maximum of two sign faces shall be permitted.
- c. Maximum Surface Area. A maximum surface area of 96 square feet shall be permitted for each sign face.
- d. Maximum Height. The sign shall not exceed 10 feet from average finished grade.

- e. Time Period. Signs shall only be permitted for a maximum of two weeks and no more than two times annually for each neighborhood.

2.4.11 *Banner*. A Banner sign shall be a temporary sign with the purpose of identifying special promotions or events within a neighborhood.

- a. Number and Location. A maximum of one sign per neighborhood shall be permitted. Signs shall be located within the neighborhood being advertised and shall not be located within any public right-of-way.
- b. Sign Faces. A maximum of two sign faces shall be permitted.
- c. Maximum Surface Area. A maximum surface area of 36 square feet shall be permitted for each sign face.
- d. Time Period. A Banner sign shall only be permitted for a maximum of four weeks and no more than six times annually for each neighborhood.

2.4.12 *Banner, Seasonal*. A Seasonal Banner sign shall be a temporary sign with the purpose of identifying special promotions or events within a neighborhood.

- a. Number and Location. Signs shall be located within the neighborhood being advertised. Signs shall be permitted within the public right-of-way if affixed to illumination poles along internal collector thoroughfares provided banners are installed on behalf of and maintained by HOA/POA.
- b. Sign Faces. A maximum of two sign faces shall be permitted.
- c. Maximum Surface Area. A maximum surface area of 36 square feet shall be permitted for each sign face.
- d. Time Period. A Banner sign shall only be permitted for a maximum of four weeks and no more than six times annually for each neighborhood.

2.4.13 *Other Signage*. Other signage not specifically described above shall be permitted subject to approval of a Master Sign Plan by the City Manager or his or her designee.

2.5 ***Specific Lot Type Regulations***. All land, buildings and structures located within the ETJ Property, which are occupied, used, erected, altered, removed, placed, demolished, or converted shall be done so in conformance with the regulations for

the applicable lot type. The following sections describe land use regulations applicable to the each corresponding lot type.

2.5.1 Lot Access. Residential lot types SFD-B, SFD-C, SFD-D, SFD-E, and SFD-F shall be permitted access either from the rear of the lot via an alley or from the front of the lot via a residential street. SFD-A lot types will require access from the rear of the lot via an alley. Side yard garages will be allowed on all residential lots. Where access is provided from the front property line, garages shall be recessed a minimum of three feet from the main building.

2.5.2 Flag Lots.

- a. Flag lots shall be allowed per the standards in this section. A Flag Lot shall be defined as a lot with two distinct parts: (a) The "Flag", which is the only building site; and is located behind another lot. (b) The "Pole", which connects the flag to the street; provides the only street frontage for the lot; and at any point is less than the minimum lot width for the zone.
- b. Flag lots shall be allowed only in Single-Family Residential Lot Types SFD-D, SFD-E, and SFD-F. Frontage. Each flag lot shall have at least 15 feet of street frontage and at least 15 feet of width for the entire length of the "Pole." The area of the "Pole" portion of the lot shall not be included in the calculation of the minimum lot area.
- c. Driveways shall be designed to allow vehicles to drive out forward. The "Pole" must be part of the flag lot, connect to a street and be under the same ownership as the "Flag" portion of the lot. Access easements to allow for use of the "Pole" by another lot are allowed.
- d. A maximum of only 1% of the residential lots in each Tract shall be permitted to be developed as Flag Lots
- e. In the case of flag lots, a front setback extends across the entire "Flag" portion of the lot and does not include the "Pole" portion of the lot.

2.5.3 On-Street Parking. On-street parking spaces shall be permitted, but cannot be used to satisfy off-street parking requirements for single family homes. Parking spaces may be provided in the right-of-way and shall conform to City standards for vehicle parking areas. Where

provided, on-street parking spaces shall be counted to satisfy the minimum off-street parking requirements for amenity centers and other such amenity related uses.

- 2.5.4 Property Development Regulations. Development of the ETJ Property shall comply with the following development standards, which shall be the exclusive lot area, lot width, lot depth, maximum lot coverage, impervious coverage, and setback requirements applicable to the ETJ Property:

Lot Type ⁽⁶⁾	Min Lot	Min Lot	Min Lot	Max Lot	Minimum Setbacks			
	Area ⁽¹⁾	Width ⁽⁵⁾	Depth	Coverage ⁽²⁾	Front ⁽³⁾	Rear	Interior Side	Corner Side
SFD-A	4,000 sf	40 ft	100 ft	65%	15 ft	10 ft	5 ft ⁽⁴⁾	15 ft
SFD-B	5,500 sf	50 ft	110 ft	60%	20 ft	15 ft	5 ft ⁽⁴⁾	15 ft
SFD-C	7,000 sf	60 ft	100 ft	60%	25 ft	20 ft	5 ft	15 ft
SFD-D	8,000 sf	70 ft	110 ft	60%	25 ft	20 ft	7 ft	15 ft
SFD-E	9,000 sf	75 ft	120 ft	50%	25 ft	20 ft	8 ft	15 ft
SFD-F	43,560 sf	80 ft	120 ft	50%	30 ft	25 ft	15 ft	15 ft

Notes

1. The SF-R density regulations do not apply.
2. Lot coverage is defined as the footprint of the primary residential structure, excluding (without limitation) patios, pools, accessory structures, driveways, and sidewalks.
3. Where front porches are provided, they shall be permitted to encroach a maximum of 5' into the front setback line.
4. A 10'/0' or an 8'/3' minimum side yard setback is allowed for SFD-A and SFD-B lot types. A roof overhang may extend a maximum of eighteen (18) inches into the neighboring property. The "zero" side shall be designated on the final plat along with a minimum five (5) foot wide access, maintenance, and use easement for all lots adjacent to lots with a "zero" side.
5. Lot width shall be measured along the arc at the platted front building line. Lot width may be reduced by 20% on lots fronting on cul-de-sacs, eyebrows, and inside curves. On all lots, a minimum of 30 feet of frontage along the right-of-way is required.
6. For all lot types, j-swing garages may overhang the front building line by five feet.

2.5.5 *Open Space.* This section shall apply to all open space areas.

a. Permitted Uses. The following uses shall be allowed only within portions of the ETJ Property designated on a plat as common area or open space.

1. Buildings and installations necessary to operate a public utility excluding, however, general office use, material yards or repair shops. Such facilities shall observe yard space requirements, but shall not be required to satisfy lot size or lot width requirements.
2. Parks and recreation areas operated by the City, any utility district, or any homeowner association.
3. Private garages and barns to house maintenance equipment of any utility district or any homeowner association.
4. Private amenity areas and facilities, including but not limited to

the pools, cabanas, clubhouses, playgrounds, etc.

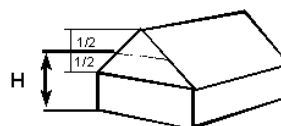
b. Accessory Buildings.

1. Definition. "Accessory Buildings" mean a subordinate building or structure, detached or attached by a breezeway and used for a purpose customarily incidental to the main structure such as a private garage for automobile storage, greenhouse, home workshop, guest/caretaker quarters or office for a home business, so long as such business is not adverse to the use and enjoyment of adjacent residential property and does not include the employment of additional persons, and does not increase parking and does not involve customers or clients visiting the premises.
2. Property Development Regulations. Accessory Buildings shall be subject to the following regulations.
 - *Front Yard Setback.* Attached Accessory Buildings shall have a front yard not less than that required for the main building. Detached Accessory Buildings shall be located in the area defined as the rear yard.
 - *Side Yard Setback.* There shall be a side yard for any detached Accessory Building of not less than three feet from any side lot line or alley line, except that adjacent to a side street the side yard requirement shall be the same as that required for the main building. A detached Accessory Building on a corner lot with garage doors which open directly to and is entered from the side street shall provide a side yard of not less than twenty feet. Maximum overhang of roof an Accessory Building into the required side yard is eighteen inches.
 - *Rear Yard Setback.* There shall be a rear yard for any Accessory Building of not less than three feet from the rear property lot line. Garages or other detached Accessory Buildings located within the rear portion of the lot as heretofore described shall not be located closer than ten feet to the main except that a breezeway not exceeding fifteen feet in height shall be permitted connecting the dwelling structure to an Accessory Building, provided it is open on all sides from the eaves of the roof to the ground. Garages that open directly to and are entered from an alley shall not be located nearer than ten feet to the rear lot line. Maximum overhang for roofs of Accessory Buildings into

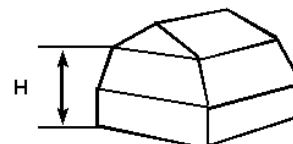
the required rear yard is eighteen inches.

- *Height.* No accessory structure may be of a height that exceeds the main building.

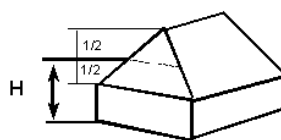
2.6 Building Height. The maximum building height for SFD-A, SFD-B, SFD-C, SFD-D, SFD-E and SFD-F lot types shall be limited to 2½ stories or 40 feet. Building height shall be measured to the highest point of a roof surface of a flat roof or the mean height level between the eaves and ridge of a gable, hip, mansard, or gambrel roof.



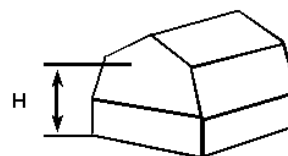
Gable Roof



Mansard Roof



Hip Roof



Gambrel Roof

H = Height of Building

2.7 Garage Doors. Garages with 'L' or 'J' hook driveway entrances shall be permitted in Residential Lot Types SFD-A, SFD-B, SFD-C, SFD-D, SFD-E and SFD-F. In order to allow for the utilization of 'L' or 'J' hook driveway entrances on smaller residential lot types, Residential Lot Types SFD-A, SFD-B, and SFD-C shall be permitted a ten foot mutual access easement, with a five foot easement on each adjacent property. The mutual access easement shall be provided for common ingress/egress purposes and shall be maintained by the abutting property owners. The portion of the access easement located on the adjacent property shall not be utilized in calculating minimum lot width. Side yard garages will be allowed on all residential lots.



2.8 Maximum Mean Gross Residential Density. The maximum mean gross residential density within the overall ETJ Property shall be 4.2 dwelling units per gross acre. At full build out of the ETJ Property, a maximum of 50 percent of the lots shall be SFD-A and SFD-B type lots with SFD-A type lots not exceeding 20 percent of the total lots on the ETJ Property, and a minimum of 15 percent of the lots shall be SFD-D, SFD-E, and/or SFD-F type lots.

2.9 Local Residential Street Grades. In order to preserve the existing topography and terrain, local residential street grades shall be permitted a maximum of eight percent, unless otherwise approved by the City Engineer or his or her designee.

2.10 Restricted Access/Gated Entrances. Restricted access or gated entrances shall be permitted as means of establishing a gated community. Entrances shall provide adequate queuing spaces for vehicles waiting to access the community. In addition, adequate turnaround space shall be provided prior to entry into the community. The entrance shall have a minimum width of 20 feet to allow access for fire trucks. The gate shall be equipped with a Knox-Box or similar device to allow for access of emergency vehicles in the instance where the gated access is not manned. In the instance a gated entrance is provided, streets interior to the subdivision shall be private streets, and therefore, privately owned and maintained by a Homeowners Association. Private streets shall have a minimum right-of-way width of 40 feet, plus a 5-foot utility easement provided adjacent and parallel to each side of the right-of-way line.

2.11 Plat Submittals. All plat submittals required by the City's subdivision regulations shall be considered to conform to the City's comprehensive plan and development regulations if the submittal complies with this Agreement. Development shall comply with the City's subdivision regulations and engineering design standards, except as follows:

2.11.1 Block Length. The maximum block length shall be 1,200 feet (the length of the block face between two intersections). Exceptions to the block length requirement may be granted for special circumstances or conditions affecting the property. Exceptions shall be requested as a subdivision ordinance variance and presented to the Planning and Zoning Commission and the City Council at the time of Construction/Preliminary Plat consideration. Pecuniary interests standing alone shall not be justification for the granting of a variance.

2.11.2 Cul-de-Sac Length and Diameter. The maximum cul-de-sac length is 600 feet. The bulb right-of-way radius shall be fifty (50) feet.

2.11.3 Jog. The minimum street jog shall be 125 feet.

2.11.4 Tree Surveys. Tree surveys are required as part of the General Development Plan (GDP) and shall only apply to the area of the proposed development. Trees being preserved in such areas as creeks, open space, etc. do not have to be tied. It is understood that only trees that are marked with ties will be eligible for preservation credits and illustrated on a tree survey. Except as otherwise provided in this section, compliance with Section 14.05.090 of the City's Code of Ordinances is required.

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

a. Residential Lot Grading:

1. The front and/or rear yard slopes shall not be less than one (1) percent nor greater than 12% without requiring a wall.

2. The driveway slope shall not exceed 10%.
 3. The building pad shall not be less than six (6) inches above the flow line of the rear swale.
 4. The horizontal side yard slope shall not exceed 3:1. The minimum longitudinal side yard slope shall not be less than one (1) percent, unless structurally supported.
- b. Paving:
1. Residential streets shall be 31 feet wide from face-to-face. Roll over curbs are permitted in all neighborhoods. Residential streets for alley load lots may be reduced to 27 feet wide.
 2. The street grade shall not be less than 0.6% or six (6) inches every 100 feet.
 3. The street grade shall be a maximum of six (6) percent, unless otherwise approved by the City Engineer.
 4. Residential sidewalks shall be five (5) feet wide, and the placement of the outside edge of the walk shall typically be one (1) foot inside the right-of-way or within a sidewalk easement. Sidewalks along a four-lane or a six-lane divided thoroughfare shall be six (6) feet in width.
 5. Trails shall be six (6) feet wide and shall be serpentine within the parkway and associated landscape buffer, where applicable, but in no instance shall the outside edge of the trail be closer than three (3) feet to the back-of-curb or five (5) feet to the screening wall/fence.
- c. Miscellaneous
1. Street lights shall be located a maximum of 500 feet apart. An ornamental street light fixture and pole shall be selected from those available through the electric provider. The light standard selected shall be used throughout the development.
 2. All roadway intersections shall be within five (5) degrees of 90 at the intersection of the two right-of-ways unless otherwise approved by the City Engineer.

DEVELOPMENT AGREEMENT (Eland Ranch)

This Development Agreement (this "Agreement") is made and entered into by and between the City of Celina (the "City"), a home rule municipality located within Collin County, Texas, and Eland Energy, Inc. and Central Frisco, Ltd. (collectively, the "Owner") (the City and the Owner each individually, a "Party" and collectively, the "Parties") as of May 9, 2017 (the "Effective Date").

RECITALS

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

WHEREAS, the Owner owns an approximately 1,397-acre tract of land described by metes and bounds and depicted on **Exhibit A** (the "Property"); and

WHEREAS, a portion of the Property is located in the City's corporate limits and zoned pursuant to Ordinance 2008-42 and Ordinance 2008-43 creating planned development districts (the "In-City Property"), and the remainder of the Property, as described on **Exhibit B**, is located in the City's extraterritorial jurisdiction ("ETJ") adjacent to the City's corporate limits (the "ETJ Property"); and

WHEREAS, the Owner desires to proceed with development of the In-City Property in accordance with the planned development district zoning ordinances referenced in the preceding recital, as amended, and to develop the ETJ Property in accordance with the concept plan attached as **Exhibit C** (the "Concept Plan"); and

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

WHEREAS, on January 10, 2017, the City Council adopted Resolution No. 2017-04R (the "Resolution") consenting to the creation of the Celina Municipal Management District No. 2, a 1,397-acre district encompassing all of the Property, by a special act of the Texas Legislature (the "District") as described in the draft legislation attached to the Resolution and filed as HB 4268; and

WHEREAS, HB 4268 was amended by the Texas Legislature by a committee substitute discussed during the committee's April 27, 2017, public hearing on HB 4268; and

WHEREAS, the City approved the amended HB 4268 as presented at the legislative public hearing on April 27, 2017; and

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

WHEREAS, the Parties intend that the Owner will cause the design, construction, and installation of the Public Infrastructure to occur at Owner's cost, and that the Owner will recover

Attachment: Eland Ranch Development Agreement (2035 : Eland Res to Execute Agreement)

all or a portion of such costs from the proceeds of bonds issued by the District with the City having no responsibility or liability whatsoever for any District bonds; and

WHEREAS, the City holds a water certificate of convenience and necessity ("CCN") for a portion of the Property, and the Marilee Special Utility District ("Marilee") holds a water CCN for the remainder of the Property (the "Marilee CCN"); and

WHEREAS, the City holds a sewer CCN for a portion of the Property, and the remainder of the Property is not located within a sewer CCN; and

WHEREAS, the Parties have determined that they have the authority to enter into this Agreement, including, but not limited to, the authority granted by Section 212.172, Texas Local Government Code, as amended, and the City's authority as a home rule municipality; and

WHEREAS, the City is agreeable to the Property being developed pursuant to this Agreement, which will remain in place for a 30-year term and, with respect to the ETJ Property, be binding on subsequent purchasers of all or a portion of the Property as provided herein and by Section 212.172, Texas Local Government Code; and

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

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

ARTICLE I **REPRESENTATIONS AND DEFINITIONS**

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

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

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

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

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

2.3 Term. This Agreement shall have a 30-year term starting on the Effective Date (the "Term").

ARTICLE III **REGULATION OF DEVELOPMENT**

3.1 Development Regulations. Development of the ETJ Property shall be governed by the development regulations attached as **Exhibit D** (the "Development Regulations"). Upon annexation of the ETJ Property, the City agrees to consider adopting a planned development zoning district ordinance for the ETJ Property consistent with this Section 3.1 and the regulations attached as **Exhibit D**, although nothing herein shall be construed as a contractual requirement for the City to adopt any particular zoning regulations for the ETJ Property. Notwithstanding any zoning of the ETJ Property to the contrary following annexation, the ETJ Property may be developed and used consistent with this Section 3.1 and the development regulations attached as **Exhibit D** during the term of this Agreement. The ETJ Property is subject to the City's subdivision ordinance and other City ordinances that apply in the ETJ, as modified by this Agreement. Upon annexation, the ETJ Property shall be subject to all City ordinances, as they presently exist or may be amended, as modified by this Agreement. Nothing herein shall be construed as a waiver of the Owner's right to challenge the application of an ordinance to the ETJ Property on the basis of vested rights or any other cause of action arising under the law.

3.2 Conflicts. In the event of any conflict between this Agreement and any City ordinances, resolutions, rules, or regulations, this Agreement, including the Development Regulations, shall control.

ARTICLE IV **ANNEXATION**

This Agreement constitutes the consent of the Owner to the City's full purpose annexation of the ETJ Property following the City's approval of a general development plan for the ETJ Property and the City's approval of the first final plat for the ETJ Property.

ARTICLE V **FEES**

The Owner shall be subject to those lawfully adopted fees and charges due and payable to the City in connection with the development of the Property, including, but not limited to, outdoor warning device fees, storm water fees, permit fees, inspection fees, park fees, impact fees and capital recovery fees.

ARTICLE V

RETAIL WATER AND SEWER SERVICE

5.1 Water Service. Prior to the City's annexation of the ETJ Property, the Owner shall take one of the following actions, or cause the District to take one of the following actions at no cost to the City: (a) cause the Property located in Marilee's CCN to be decertified from Marilee's CCN and pay the compensation required to Marilee in order for the City to provide water service to the Property which decertification may be done in whole or in part as the Property develops; or (b) make payment to the City in the amount necessary for the City to purchase Marilee's CCN for any portion of the Property in Marilee's CCN pursuant to that certain Full and Final Settlement Agreement dated April 24, 2001, as subsequently amended, between the City and Marilee through the Effective Date of this Agreement. To the extent the Owner funds such costs, the Owner may seek reimbursement from the District. The City represents and confirms that it will provide water service at times and in amounts sufficient to meet the service demands of the development of the Property, subject to the Owner's and/or the District's obligations to (a) compensate Marilee for a decertification of Marilee's CCN or (b) compensate the City for the City's acquisition of Marilee's CCN and (c) pay for and construct the Public Infrastructure. Within 180 days following either the Marilee CCN decertification (including compensation of Marilee by the Owner) or payment to the City of the CCN purchase amount all as described above, the City shall amend its CCN to include the Property. Based upon the foregoing, the Owner acknowledges and agrees to the City's designation as the sole and exclusive retail water service provider to the Property.

5.2 Sewer Service. The City represents and confirms that it will provide sewer service at times and in amounts sufficient to meet the service demands of the development of the Property, subject to the Owner's and/or the District's obligations to pay for and construct the Public Infrastructure. Based upon the foregoing, the Owner acknowledges and agrees to the City's designation as the sole and exclusive retail sewer service provider to the Property, provided, however, homes existing on the Effective Date may continue to be served by septic systems.

ARTICLE VI

PUBLIC INFRASTRUCTURE

The Owner or the District will fund the cost of all Public Infrastructure improvements necessitated by the development of the Property, and shall have a right to all of the capacity in all utility improvements funded by the Owner or the District. Such improvements will be constructed in phases as the Property is developed. If the City requires oversizing of any improvements to serve land outside of the boundaries of the Property, the City shall be solely responsible for the cost of all oversizing. The Owner shall dedicate, at no cost to the City, easements/right-of-way for utilities and right-of-way for roadway improvements within the boundaries of the Property at the time of final platting, which dedications shall be shown on the general development plan for the Property. Dedication of easements and right-of-way along the perimeter of the Property shall be limited to the Owner's proportionate share of the right-of-way as determined using the procedures under Texas Local Government Code 212.904. The Property may be developed without a realignment of FM 455 through the Property if the Texas Department of Transportation does not approve and fund the realignment of FM 455 through the Property prior to the time affected portions of the Property are platted and developed.

ARTICLE VII

CONSENT TO DISTRICT CREATION

The City unconditionally and irrevocably consents to the creation of the District to the extent consistent with the Resolution, and the District's exercise of the power of eminent domain consistent with the legislation creating the District. The City also consents to the District's annexation of a maximum of 100 acres, in the aggregate, within the City's ETJ or corporate limits provided the area annexed is contiguous to the boundaries of the District. To the extent the legislation creating the District requires the City's written consent, such written consent shall not be unreasonably withheld. The City agrees to adopt such further ordinances and execute such further documents as may reasonably be requested by the Owner, the Texas Commission on Environmental Quality (the "TCEQ"), the Texas Attorney General, or the District to evidence the City's consents as set forth in this Agreement to the extent consistent with the Resolution. The consent contained in this Article VIII is given by the City in full satisfaction of any requirements for district consents contained in any statute or otherwise required by law, rule, regulation or policy including, but not limited to, consents required by the Texas Water Code, as amended, the Texas Local Government Code, as amended, any rules, regulations, or policies of the TCEQ, or any rules, regulations, or policies of the Texas Attorney General.

ARTICLE VIII

ASSIGNMENT AND ENCUMBRANCE

8.1 Assignment. Provided that the Owner is not in breach or default of this Agreement at the time of assignment, the Owner has the right (from time to time) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Owner under this Agreement to any person or entity (an "Assignee") without City consent, but with notice to the City, if the Assignee is an entity that is controlled by or under common control by the Owner or the Assignee is or will become an owner of any portion of the Property. An Assignee is considered the "Owner" and a "Party" under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Assignee. Each assignment shall be in writing executed by the Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned, and shall contain a representation by the Assignee acknowledged by a notary public that the Assignee has the financial ability to timely perform the assigned obligations. A copy of each fully executed assignment to an Assignee shall be provided to all Parties within 15 days after execution. From and after such assignment, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that the Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, the Owner shall not be released until the City receives such copy of the assignment. No assignment by the Owner shall release the Owner from any liability that resulted from an act or omission by the Owner that occurred prior to the effective date of the assignment. The City shall not assign this Agreement.

8.2 Encumbrance by the Owner and Assignees. The Owner and Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the

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

ARTICLE IX

RECORDATION, RELEASES, AND ESTOPPEL CERTIFICATES

9.1 **Binding Obligations.** Pursuant to the requirements of Section 212.172(f) of the Texas Local Government Code, this Agreement, and all amendments hereto, shall be recorded in the deed records of Collin County. In addition, all assignments of this Agreement shall be recorded in the deed records of Collin County. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns permitted by this Agreement and upon the ETJ Property; however, with the exception of Article III and the Development Regulations, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end buyer of a fully developed and improved lot.

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

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

ARTICLE X ADDITIONAL PROVISIONS

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

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

To the City: Attn: Rick Chaffin, Interim City Manager
City of Celina
302 W. Walnut St.
Celina, Texas 75009
E-mail: rchaffin@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: Van Nichols
 1341 South Preston Rd., Suite C
 Celina, Texas 75009
 E-mail: vannichols@aol.com
 TEL: (972) 382-4004
 FAX: (972) 382-4774

Attn: Robin McGuire
 16400 Dallas Parkway, Suite 100
 Dallas, Texas 75248
 E-mail:rmcguire@sundownenergy.com
 TEL: (214) 368-6100 x2187
 FAX: (214) 368-5415

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

10.3 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which Notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than five (5) business days after written Notice of the alleged failure has been given in the case of a default of an obligation to make a payment required under this Agreement and 30 days after written Notice of the alleged failure in all other cases). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the Notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If a Party who has received Notice under this section cannot cure an alleged failure to perform within 30 days after receipt of written Notice, such Party shall give written Notice to the other Party within such 30 day period (a) stating that the Party cannot cure the alleged failure within 30 days after receipt of written Notice, and explaining the reason; and (b) providing a date by which such Party can reasonably cure the alleged failure ("Cure Time Notice"). A Party who does not timely provide a Cure Time Notice shall be deemed to be able to cure the alleged failure to perform within 30 days after the initial written Notice of the alleged failure has been given.

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

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

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

- (c) entitle the aggrieved Party to seek or recover monetary damages of any kind; or
- (d) limit the term.

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

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

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

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

10.9 Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement, but does not supersede the Resolution. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, such unenforceable provision shall be deleted from this Agreement, and the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties. If at any time after the Effective Date it is determined that any portion of the ETJ Property that is owned by the Owner, or the Owner's successors and assigns, is not within the City's ETJ, then the Owner, or the Owner's successors and assigns, shall petition the City to include such portion of the ETJ Property within the City's ETJ and then voluntarily petition for annexation of that portion of the ETJ Property into the City's corporate limits.

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

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

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

10.13 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

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

Exhibit A	Metes and Bounds Description and Depiction of the Property
Exhibit B	Metes and Bounds Description and Depiction of the ETJ Property
Exhibit C	Concept Plan
Exhibit D	Development Regulations

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

CITY OF CELINA, TEXAS
"The City"

By: _____
Sean Terry, Mayor

ATTEST:

By: _____
Vicki Faulkner, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

On _____, 2017, before me, the undersigned personally appeared Sean Terry, Mayor, of the City of Celina and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity.

Notary Public in and for the State of TEXAS

Attachment: Eland Ranch Development Agreement (2035 : Eland Res to Execute Agreement)

THE OWNER:

Eland Energy, Inc.

By: _____
 Robin D. McGuire, VP Land & General Counsel

THE STATE OF TEXAS §
 §
 COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2017, by Robin D. McGuire, VP Land & General Counsel of Eland Energy, Inc. on behalf of said corporation.

 Notary Public in and for the State of TEXAS

Attachment: Eland Ranch Development Agreement (2035 : Eland Res to Execute Agreement)

THE OWNER:

Central Frisco, Ltd.,
 by ALR General LC, its General Partner,
 by Eland Energy, Inc., its Manager

By: _____
 Robin D. McGuire, VP Land & General Counsel

THE STATE OF TEXAS §
 §
 COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2017, by Robin D. McGuire, VP Land & General Counsel for Eland Energy, Inc., in its capacity as Manager of ALR General LC, the General Partner of Central Frisco, Ltd.

 Notary Public in and for the State of TEXAS

Attachment: Eland Ranch Development Agreement (2035 : Eland Res to Execute Agreement)

EXHIBIT A
METES AND BOUNDS DESCRIPTION AND DEPICTION OF THE PROPERTY

BEING a tract of land situated in the William H. Herron Survey, Abstract No. 380, the Daniel Howell Survey, Abstract No. 394, Mary Howell Survey, Abstract No. 396 Benjamin Haile Survey, Abstract No. 397, Martha Herron Survey, Abstract No. 415, George Jay Survey, Abstract No. 488 and the Isaac Walker Survey, Abstract No. 1056, City of Celina, Collin County, Texas, and being all of a called 450.71-acre tract of land, conveyed to Central Frisco, Ltd., as evidenced in a Special Warranty Deed, recorded in Instrument No. 2008030600026870 of the Official Public Records of Collin County, Texas, all of a called “Tract A” (43.777 acres) and a called “Tract B” (2.500 acres), conveyed to Eland Energy, Inc., as evidenced in a Special Warranty Deed, recorded in Instrument No. 20150722000903310 of the Official Public Records of Collin County, Texas, all of a called 272.545-acre tract of land, conveyed to Eland Energy, Inc., as evidenced in a Special Warranty Deed, recorded in Instrument No. 20150722000903300 of the Official Public Records of Collin County, Texas, all of a called 154.059-acre tract of land, conveyed to Central Frisco, Ltd., as evidenced in a Special Warranty Deed, recorded in Instrument No. 20070725001023610 of the Official Public Records of Collin County, Texas, all of a called “Tract One” (78.613 acres), a called “Tract Two” (66.676 acres), a called “Tract Three” (59.916 acres), a called “Tract Four” (0.937 acre), and a called “Tract Five” (18.748 acres), conveyed to Eland Energy, Inc., as evidenced in a General Warranty Deed, recorded in Instrument No. 20141002001081250 of the Official Public Records of Collin County, Texas, all of a called 6.000-acre tract of land, conveyed to Central Frisco, Ltd., as evidenced in a General Warranty Deed, recorded in Instrument No. 20110831000926240 of the Official Public Records of Collin County, Texas, all of a called 62.434-acre tract of land, conveyed to Eland Energy, Inc., as evidenced in a General Warranty Deed, recorded in Instrument No. 20141002001081260 of the Official Public Records of Collin County, Texas, and all of a called 167.027-acre tract of land, conveyed to Eland Energy, Inc., as evidenced in a General Warranty Deed, recorded in Instrument No. 20141002001081290 of the Official Public Records of Collin County, Texas, all of a called 30-foot wide street easement located along the westerly side of said “Tract One”, conveyed to County, of Collin, Texas, recorded in County Clerk’s File No. 96-0067344 of the Land Records of Collin County, Texas, all of a called 30-foot wide street easement located along the westerly side of said “Tract Five”, conveyed to County, of Collin, Texas, recorded in County Clerk’s File No. 96-0067345 of the Land Records of Collin County, Texas, the portion of F. M. 455 (a called 90-foot wide right of way) situated between said “Tract One”, “Tract Two”, Tract Three” and “Tract Four”, the portion of said F. M. 455 along the southerly line of said 167.027-acre tract and the westerly portion of said F. M. 455 along the easterly line of said 167.027-acre tract, and being more particularly described by metes and bounds as follows:

BEGINNING at the westernmost, northwest corner of said 450.71-acre Central Frisco, Ltd., tract, same being the southwest corner of a called 50.487-acre tract of land, conveyed to Preston Acreage, L.P. & Spartan Texas Six-Celina, Ltd., as evidenced in a General Warranty Deed, recorded in Volume 5239, Page 1060 of the Land Records of Collin County, Texas, same also being on the easterly right of way line of State Highway 289 (Preston Road);

Attachment: Eland Ranch Development Agreement (2035 : Eland Res to Execute Agreement)

THENCE South 89°58'20" East, departing the easterly right of way line of said State Highway 289 (Preston Road), along a northerly line of said 450.71-acre tract and the southerly line of said 50.487-acre tract, a distance of 985.28 feet to the southeast corner of said 50.487-acre tract;

THENCE North 00°33'31" East, along a westerly line of said 450.71-acre tract and the easterly line of said 50.487-acre tract, a distance of 2607.81 feet to the northeast corner of said 50.487-acre tract and the northernmost, northwest corner of said 450.71-acre tract, same being in County Road No. 100, a public use right of way, no record found, same also being on the southerly line of a called 33.356-acre tract of land, conveyed to CR 100 Thirty-Three Partners, LP, as evidenced in a Special Warranty Deed, recorded in Instrument No. 20150224000195720 of the Official Public Records of Collin County, Texas;

THENCE North 88°52'34" East, along the northerly line of said 450.71-acre tract, the southerly line of said 33.356-acre tract and generally along said County Road No. 100, a distance of 1066.91 feet to the southeast corner of said 33.356-acre tract;

THENCE North 88°40'20" East, continuing along the northerly line of said 450.71-acre tract, the southerly line of a called 93.277-acre tract of land, conveyed to Bellaire Partners, L.L.C., as evidenced in a Special Warranty Deed, recorded in Instrument No. 20160222000196050 of the Official Public Records of Collin County, Texas, and continuing along said County Road No. 100, a distance of 1587.35 feet to the northeast corner of said 450.71-acre tract, and the southeast corner of said 93.277-acre tract, same being the intersection of said County Road No. 100 with County Road No. 97, a public use right of way, no record found;

THENCE South 00°26'10" West, Along the easterly line of said 450.71-acre tract, the westerly line of Sharrock Addition, an addition to the City of Celina, Texas, according to the Final Plat, recorded in Volume 2016, Page 80 of the Plat Records of Collin County, Texas, and the westerly line of a called 15.00-acre tract of land, conveyed to Carolyn A. Tipton and Joel C. Molinar, as evidenced in a deed recorded in Volume 4698, Page 2781 of the Land Records of Collin County, Texas, and generally along said County Road No. 97, a distance of 780.68 feet to the northwest corner of a called 40.11-acre tract of land, conveyed to N. E. Coit & CR 101, LP, as evidenced in a General Warranty Deed, recorded in Instrument No. 20081014001224170 of the Official Public Records of Collin County, Texas;

THENCE South 00°04'54" West, continuing along the easterly line of said 450.71-acre tract, along the westerly line of said 40.11-acre tract and continuing along said County Road No. 97, a distance of 1861.34 feet to the southwest corner of said 40.11-acre tract, same being the northwest corner of aforesaid "Tract A" (43.777 acres) Eland Energy, Inc., tract, same being the intersection of said County Road No. 97 with County Road No. 101, a public use right of way, no record found;

THENCE North 89°35'03" East, departing the easterly line of said 450.71-acre tract, along the northerly line of said "Tract A", the southerly line of said 40.11-acre tract, and generally along said County Road No. 101, a distance of 402.01 feet to a corner;

THENCE North 89°36'37" East, continuing along the northerly line of said "Tract A", the southerly line of said 40.11-acre tract and said County Road No. 101, a distance of 401.65 feet to the northernmost, northeast corner of said "Tract A", same being the northwest corner of a called 7.498-acre tract of land, conveyed to Tom Harper, as evidenced in a General Warranty Deed, recorded in County Clerk's File No. 93-0036670 of the Land Records of Collin County, Texas;

THENCE South 00°07'56" East, departing said County Road No. 101, along the easterly line of said "Tract A" and the westerly line of said 7.498-acre tract, a distance of 541.77 feet to the southwest corner of said 7.498-acre tract;

THENCE North 89°38'16" East, along a northerly line of said "Tract A" and the southerly line of said 7.498-acre tract, a distance of 630.23 feet to the easternmost, northeast corner of said "Tract A" and the southeast corner of said 7.498-acre tract, same being on a westerly line of aforesaid 272.545-acre, Eland Energy, Inc., tract;

THENCE North 00°01'23" West, along an easterly line of said 7.498-acre tract and the westerly line of said 272.545-acre tract, a distance of 116.61 feet to a corner on the southerly line of a called 2.661-acre tract of land, conveyed to Collin County, Texas, as evidenced in a General Warranty Deed, recorded in Volume 5309, Page 7316 of the Land Records of Collin County, Texas;

THENCE South 60°05'11" East, continuing along the westerly line of said 272.545-acre tract and along the southerly line of said 2.661-acre tract, a distance of 230.59 feet to a corner;

THENCE North 88°50'05" East, continuing along the westerly line of said 272.545-acre tract and along the southerly line of said 2.661-acre tract, a distance of 10.17 feet to the southeast corner of said 2.661-acre tract;

THENCE North 00°20'59" West, continuing along the westerly line of said 272.545-acre tract and along the easterly line of said 2.661-acre tract, a distance of 539.73 feet to the northwest corner of said 272.545-acre tract and the northeasterly corner of said 2.661-acre tract, same being on the occupied southerly line of aforesaid County Road No. 101;

THENCE North 89°30'33" East, along the northerly line of said 272.545-acre tract and along the southerly line of said County Road No. 101, a distance of 1020.62 feet to the northeast corner of said 242.545-acre tract, same being on the westerly line of called Tracts 1, 2, and 3, conveyed to Joe E. Stalling and wife, Janice K. Stalling, as evidenced in a General Warranty Deed with Vendor's Lien, recorded in County Clerk's File No. 93-0075959 of the Land Records of Collin County, Texas;

THENCE South 00°31'02" East, along the easterly line of said 242.545-acre tract, the westerly line of said Tracts 1, 2, and 3, the westerly line of a called 9.943-acre tract of land conveyed to Daniel DW Simons and Misty Simons, as evidenced in a General Warranty Deed, recorded in Instrument No. 20070816001143760 of the Official Public Records of Collin County, Texas, the westerly line of Tract 1 and Tract 2, conveyed to Michael M. Patterson and Charles Dawson, as evidenced in a General Warranty Deed, recorded in Instrument No. 20060630000904460 of the

Official Public Records of Collin County, Texas, the westerly line of a called 10.692-acre tract of land, conveyed to John D. Dove, as evidenced in a General Warranty Deed, recorded in Volume 3981, Page 359 of the Land Records of Collin County, Texas, and generally along the centerline of said County Road No. 101, a distance of 1945.32 feet to the northwest corner of aforesaid 154.059-acre Central Frisco, Ltd., tract and the southwest corner of said 10.692-acre tract, same being the intersection of said County Road No. 101 with County Road No. 130, a public use right of way, no record found;

THENCE North 89°37'24" East, along the northerly line of said 154.059-acre tract, the southerly line of said 10.692-acre tract, and generally along said County Road No. 130, a distance of 776.70 feet to a corner;

THENCE North 89°39'58" East, continuing along the northerly line of said 154.059-acre tract and the northerly line of aforesaid "Tract B", Eland Energy, Inc., tract and continuing generally along said County Road No. 130, a distance of 1861.15 feet to the northeast corner of said 154.059-acre tract, same being the northwest corner of aforesaid 62.434-acre Eland Energy, Inc., tract;

THENCE North 89°30'30" East, along the northerly line of said 62.434-acre tract and continuing generally along said County Road No. 130, a distance of 1909.83 feet to the northernmost, northeast corner of said 62.434-acre tract, same being the northwest corner of a tract of land, conveyed to Porfirio Paulino and wife, Ojilvoa Paulino, as evidenced in a General Warranty Deed, recorded in Volume 5674, Page 3250 of the Land Records of Collin County, Texas;

THENCE South 00°29'02" East, departing said County Road No. 130, along an easterly line of said 62.434-acre tract, the westerly line of said Paulino tract and the westerly line of a tract of land, conveyed to John C. Kiesling and wife, Rhonda Kiesling, as evidenced in a Warranty Deed, recorded in Volume 4147, Page 717 of the Land Records of Collin County, Texas, a distance of 714.20 feet to the southwest corner of said Kiesling tract;

THENCE North 89°33'17" East, along the southernmost, northerly line of said 62.434-acre tract and the southerly line of said Kiesling tract, a distance of 728.71 feet to the easternmost, northeast corner of said 62.434-acre tract, same being in County Road No. 128, a public use right of way, no record found;

THENCE South 02°01'47" East, along the easterly line of said 62.434-acre tract and along said County Road No. 128, a distance of 46.49 feet to a corner;

THENCE South 01°52'14" East, continuing along the easterly line of said 62.434-acre tract and said County Road No. 128, a distance of 563.63 feet to the southeast corner of said 62.434-acre tract;

THENCE South 89°21'14" West, along the southerly line of said 62.434-acre tract, a distance of 32.93 feet to the northeast corner of aforesaid 167.027-acre Eland Energy, In., tract;

THENCE South 00°30'22" East, along the easterly line of said 167.027-acre tract and generally along said County Road No. 128, a distance of 2101.08 feet to an inner ell corner of said 167.027-acre tract, same being the southwest corner of Highpoint Estates, an addition to the City of Celina, Texas, according to the Final Plat, recorded in Volume M, Page 116 of the Plat Records of Collin County, Texas;

THENCE North 89°26'58" East, along a northerly line of said 167.027-acre tract, the southerly line of said Highpoint Estates and continuing along said County Road No. 128, a distance of 333.00 feet to the easternmost, northeast corner of said 167.027-acre tract;

THENCE South 00°23'39" East, along the easterly line of said 167.027-acre tract, for part of the way, passing the westerly right of way line of F. M. 455, a 90-foot wide right of way, continuing along the extension of the easterly line of said 167.027-acre tract and within said F. M. 455, passing the easterly right of way line of said F. M. 455, a total distance of 1243.28 feet to the northeast corner of a called 69.149-acre tract of land, conveyed to David Lair and wife, June Lair, as evidenced in a deed, recorded in Volume 816, Page 559 of the Land Records of Collin County, Texas;

THENCE in a westerly direction, along the northerly line of said 69.149-acre tract and the southerly right of way line of said F. M. 455, the following:

South 88°31'26" West, a distance of 133.55 feet to a corner;

South 66°55'26" West, a distance of 88.60 feet to a corner;

South 81°35'26" West, a distance of 106.10 feet to a corner;

South 88°31'26" West, a distance of 1210.70 feet to a corner;

South 88°37'26" West, a distance of 210.30 feet to the northwest corner of said 69.149-acre tract, same being the northeast corner of a called 10.00-acre tract of land, conveyed to Terry M. Collins and spouse, Diana Collins, as evidenced in a General Warranty Deed, recorded in Instrument No. 20150205000127830 of the Official Public Records of Collin County, Texas;

THENCE South 88°33'08" West, continuing along the southerly right of way line of said F. M. 455 and along the northerly line of said 10.00-acre tract, a distance of 371.93 feet to the northwest corner of said 10.00-acre tract, same being the northeast corner of a called 5.00-acre tract of land, conveyed to Michael S. Armstrong and spouse, Melissa B. Armstrong, as evidenced in a General Warranty Deed, recorded in Instrument No. 20131018001435890 of the Official Public Records of Collin County, Texas;

THENCE South 88°55'54" West, continuing along the southerly right of way line of said F. M. 455 and along the northerly line of said 5.00-acre tract, a distance of 319.79 feet to the northwest corner of said 5.00-acre tract, same the northeast corner of a called 20.058-acre tract of land, conveyed to Larry N. Lehman and Robbie C. Lehman, as evidenced in a General Warranty

Deed, recorded in Instrument No. 20150608000673760 of the Official Public Records of Collin County, Texas;

THENCE South 88°55'57" West, continuing along the southerly right of way line of said F. M. 455 and along the northerly line of said 20.058-acre tract for part of the way, crossing said F. M. 455 along the extension of the northerly line of said 20.058-acre tract, a distance of 427.32 feet to a corner on the curving westerly right of way line of said F. M. 455, same being on the curving easterly line of aforesaid "Tract Two", Eland Energy, Inc., tract, said curve being a non-tangent curve to the left;

THENCE in a southerly direction, along the westerly right of way line of said F. M. 455, the easterly line of said "Tract Two" and along the arc of said curve to the left, through a central angle of 20°27'26", having a radius of 363.31 feet, a chord bearing of South 36°07'57" West, a chord distance of 129.03 feet and an arc length of 129.72 feet to the end of said curve;

THENCE South 00°15'57" East, departing the easterly line of said "Tract Two", the westerly right of way line of said F. M. 455, crossing said F. M. 455, passing the southerly right of way line of said F. M. 455 and the northeast corner of aforesaid "Tract Three", Eland Energy, tract, continuing along the easterly line of said "Tract Three", a distance of 1443.40 feet to the southeast corner of said "Tract Three", same being the northeast corner of a called 85.04-acre tract of land, conveyed to Jane Willard, as evidenced in a General Warranty Deed, recorded in County Clerk's File No. 96-0039930 of the Land Records of Collin County, Texas;

THENCE South 89°51'15" West, along the southerly line of said "Tract Three" and the northerly line of said 85.04-acre tract, a distance of 2639.07 feet to the southwest corner of said "Tract Three", same being on the easterly line of a called "First Tract", conveyed to Jane Willard, as evidenced in a Warranty Deed, recorded in Volume 3368, Page 434 of the Land Records of Collin County, Texas, same also being in County Road No. 98, a public use right of way, no record found;

THENCE North 00°04'01" West, along the westerly line of said "Tract Three", the easterly line of said "First Tract" for part of the way and along said County Road No. 98, a distance of 405.05 feet to a corner on the easterly right of way line of aforesaid F. M. 455;

THENCE North 03°46'21" West, departing the easterly right of way line of said F. M. 455 and crossing said F. M. 455, a distance of 408.54 feet to a corner on the westerly right of way line of said F. M. 455, same being on the easterly line of a called "Second Tract", conveyed to Jane Willard, as evidenced in aforesaid Warranty Deed, recorded in Volume 3368, Page 434, same also being aforesaid County Road No. 101;

THENCE North 00°03'05" West, departing the westerly right of way line of said F. M. 455, along the easterly line of said "Second Tract", the easterly line of a called 66.68-acre tract, conveyed to Jane C. Willard, as evidenced in a Special Warranty Deed, recorded in County Clerk's File No. 93-0007503 of the Land Records of Collin County, Texas, the westerly line of aforesaid 30' Street Easement to Collin County, Texas, recorded in County Clerk's File No. 96-0067344, and generally along said County Road No. 101, a distance of 1520.01 feet to the

northwest corner of said street easement, same being the southwest corner of aforesaid 30' Street Easement to Collin County, Texas, recorded in County Clerk's File No. 96-0067345;

THENCE North 00°27'17" West, continuing along the easterly line of said 66.68-acre tract, the easterly line of a called 5.000-acre tract of land, conveyed to Brian Wayne Boyd, as evidenced in a General Warranty Deed, recorded in Instrument No. 20140205000108240, the easterly line of a called 5.000-acre tract of land, conveyed to Brian Wayne Boyd, as evidenced in a General Warranty Deed, recorded in Instrument No. 20140428000404190, both of the Official Public Records of Collin County, Texas, along the westerly line of said 30' Street Easement, recorded in County Clerk's File No. 96-0067345, and generally along said County Road No. 101, a distance of 570.00 feet to the southeast corner of aforesaid 272.545-acre, Eland Energy, Inc., tract;

THENCE North 89°53'04" West, departing said County Road No. 101, along the northerly line of said 5.000-acre Brian Wayne Boyd tract, recorded in Instrument No. 20140428000404190, the northerly line of aforesaid 66.68-acre, Jane C. Willard tract and the southerly line of said 272.545-acre tract, a distance of 2669.41 feet to the southwest corner of said 272.545-acre tract, same being the southeast corner of aforesaid 450.71-acre, Central Frisco, Ltd., tract;

THENCE North 89°54'14" West, along the southerly line of said 450.71-acre tract, the north line of Heritage Phase 3, an addition to the City of Celina, Texas, according to the Final Plat, recorded in Volume 2014, Page 66 of the Plat Records of Collin County, Texas and the northerly line of Heritage Phase 2, an addition to the City of Celina, Texas, according to the Final Plat, recorded in Volume P, Page 632 of the Plat Records of Collin County, Texas, a distance of 2005.13 feet to the southwest corner of said 450.71-acre tract, same being the southeast corner of Morgan Lakes Estates Phase One, an addition to the City of Celina, Texas, according to the Final Plat, recorded in Volume I, Page 591 of the Plat Records of Collin County, Texas;

THENCE in a northerly direction, along the westerly line of said 450.71-acre tract and the easterly line of said Morgan Lakes Estates Phase One, the following:

North 00°03'12" East, a distance of 461.22 feet to a corner;

North 07°08'40" East, a distance of 60.21 feet to the point of curvature of a non-tangent curve to the left;

Along the arc of said curve to the left, through a central angle of 06°21'24", having a radius of 270.00 feet, a chord bearing of South 86°04'27" East, a chord distance of 29.94 feet and an arc length of 29.96 feet to the end of said curve;

South 89°02'33" East, a distance of 222.34 feet to a corner;

North 01°00'05" East, a distance of 107.20 feet to a corner;

North 51°42'33" East, a distance of 398.05 feet to a corner;

North 49°38'51" East, a distance of 210.56 feet to a corner;

North 36°54'05" West, a distance of 462.25 feet to a corner;

North 15°17'56" West, a distance of 60.26 feet to the point of curvature of a non-tangent curve to the right;

Along the arc of said curve to the right, through a central angle of 07°25'01", having a radius of 530.00 feet, a chord bearing of North 78°46'38" East, a chord distance of 68.56 feet and an arc length of 68.61 feet to the end of said curve;

North 82°26'45" East, a distance of 62.14 feet to a corner;

North 38°02'48" West, a distance of 615.74 feet to a corner;

North 25°29'50" West, a distance of 423.56 feet to a corner;

North 11°11'38" East, a distance of 219.89 feet to a corner;

North 49°12'28" West, a distance of 934.00 feet to a corner;

North 45°38'34" West, a distance of 346.17 feet to a corner;

North 84°06'21" West, a distance of 374.78 feet to the northwest corner of said Morgan Lakes Estates Phase One, same being the westernmost, southwest corner of said 450.71-acre tract, same being on the easterly line of a called 15.071-acre tract of land, conveyed to SMR Family LP, as evidenced in a General Warranty Deed, recorded in Instrument No. 20090526000637370 of the Official Public Records of Collin County, Texas;

THENCE North 01°51'32" East, continuing along the westerly line of said 450.71-acre tract and the easterly line of said 15.071-acre tract, a distance of 132.73 feet to the northeast corner of said 15.071-acre tract, same being the southeast corner of a called 16.369-acre tract of land, conveyed to Pyramid Drywall, Inc., as evidenced in a General Warranty Deed, recorded in Instrument No. 20160721000935850 of the Official Public Records of Collin County, Texas;

THENCE North 00°50'57" West, East, continuing along the westerly line of said 450.71-acre tract and the easterly line of said 16.369-acre tract, a distance of 1184.08 feet to the easternmost, northeast corner of said 16.36—acre tract;

THENCE North 87°07'46" West, continuing along the westerly line of said 450.71-acre tract and the easterly line of said 16.369-acre tract, a distance of 50.86 feet to a corner;

THENCE North 00°51'58" West, continuing along the westerly line of said 450.71-acre tract, the easterly line of said 16.369-acre tract and the easterly line of the remainder of a tract of land, conveyed to Marvin T. Wilson and wife, Renetta T. Wilson, as evidenced in a Warranty Deed,

recorded in County Clerk's File No. 92-0004376 of the Land Records of Collin County, Texas, a distance of 489.53 feet to the northeast corner of said Wilson tract;

THENCE South 89°48'22" West, continuing along the westerly line of said 450.71-acre tract and along the northerly line of said Wilson tract, a distance of 341.96 feet to the northwest corner of said Wilson tract, same being on the easterly right of way line of aforesaid State Highway 289 (Preston Road);

THENCE North 00°16'22" East, continuing along the westerly line of said 450.71-acre tract and along the easterly right of way line of said State Highway 289 (Preston Road), a distance of 51.94 feet to the **POINT OF BEGINNING** and containing 1,432.8 gross acres of land, more or less, **SAVE AND EXCEPT** the following two tracts of land:

TRACT 1:

BEING a tract of land situated in the Benjamin Haile Survey, Abstract No. 397, City of Celina, Collin County, Texas, and being the remaining portion of a called 160.42-acre tract of land, conveyed to Kirk's Rockin K Ranch & Land Company, Inc., as evidenced in a Special Warranty Deed, recorded in Volume 4139, Page 3116 of the Land Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the southwest corner of said 160.42-acre tract, and the northwest corner of a 30' Street Easement to Collin County, Texas, recorded in County Clerk's File No. 96-0067345 of the Land Records of Collin County, Texas, same being on the easterly line of a called 272.545-acre tract of land, conveyed to Eland Energy, Inc., as evidenced in a Special Warranty Deed, recorded in Instrument No. 20150722000903300 of the Official Public Records of Collin County, Texas, same also being in County Road No. 101, a public use right of way, no record found;

THENCE North 00°31'00" West, along the westerly line of said 160.42-acre tract, the easterly line of said 272.545-acre tract and along said County Road No. 101, a distance of 417.42 feet to the westernmost, southwest corner of a called 154.059-acre tract of land, conveyed to Central Frisco, Ltd., as evidenced in a Special Warranty Deed, recorded in Instrument No. 20070725001023610 of the Official Public Records of Collin County, Texas;

THENCE North 89°58'09" East, departing the westerly line of said 160.42-acre tract, the easterly line of said 272.545-acre tract, said County Road No. 101 and along a southerly line of said 154.059-acre tract, a distance of 417.42 feet to a corner;

THENCE South 00°31'02" East, along a westerly line of said 154.059-acre tract, a distance of 417.42 feet to the southernmost, southwest corner of said 154.059-acre tract, same being on the southerly line of said 160.42-acre tract, same also being on the northerly line of a called "Tract Five" (18.748 acres), conveyed to Eland Energy, Inc., as evidenced in a General Warranty Deed, recorded in Instrument No. 20141002001081250 of the Official Public Records of Collin County, Texas;

THENCE South 89°58'09" West, along the southerly line of said 160.42-acre tract, the northerly line of said "Tract Five" and the northerly line of aforesaid 30' wide Street Easement, a distance of 417.43 feet to the **POINT OF BEGINNING** and containing 4.0 acres of land, more or less.

TRACT 2:

BEING a tract of land, situated in the Mary Howell Survey, Abstract No. 396 and the Benjamin Haile Survey, Abstract No. 397 and being all of a called 26.620-acre tract of land, conveyed to John O. Rea and wife, Patricia O. Rea, as evidenced in a General Warranty Deed, recorded in County Clerk's File No. 92-0067367 and all of a called 5.000-acre tract of land, conveyed to John W. Rea and spouse, Patricia O. Rea, as evidenced in a General Warranty Deed, recorded in County Clerk's File No. 92-0067368, both of the Land Records of Collin County, Texas, and being more particularly described by metes and bounds as follows;

BEGINNING at the northeast corner of said 26.620-acre tract, same being the northernmost, northwest corner of a called 167.027-acre tract of land, conveyed to Eland Energy, Inc., as evidenced in a General Warranty Deed, recorded in Instrument No. 20141002001081290 of the Official Public Records of Collin County, Texas, same also being on the southerly line of a called 62.434-acre tract of land, conveyed to Eland Energy, Inc., as evidenced in a General Warranty Deed, recorded in Instrument No. 20141002001081260 of the Official Public Records of Collin County, Texas;

THENCE in a southerly direction, departing the southerly line of said 62.434-acre tract, along the easterly line of said 26.620-acre tract and the westerly line of said 167.027-acre tract, the following:

South 01°29'15" East, a distance of 1335.38 feet to a corner;

North 89°49'39" West, a distance of 508.88 feet to a corner;

South 38°07'37" West, a distance of 430.66 feet to the southeast corner of said 26.620-acre tract;

THENCE South 89°52'35" West, continuing along the westerly line of said 167.027-acre tract and along the southernmost line of said 26.620-acre tract, a distance of 297.86 feet to the southwest corner of said 26.620-acre tract, same being on the easterly line of a "Tract Two" (66.676 acres), conveyed to Eland Energy, Inc., as evidenced in said General Warranty Deed, recorded in Instrument No. 20141002001081250;

THENCE in a northerly direction, along the westerly line of said 26.620-acre tract and the easterly line of said "Tract Two", the following:

North 00°59'41" West, a distance of 263.88 feet to a corner;

South 63°10'27" East, a distance of 93.04 feet to a corner;

North 33°29'47" East, a distance of 96.33 feet to a corner;

North 55°28'52" East, a distance of 144.33 feet to a corner;

North 32°30'37" West, a distance of 235.17 feet to a corner;

North 16°40'31" East, a distance of 139.05 feet to a corner;

North 62°31'57" East, a distance of 233.49 feet to a corner;

North 23°42'01" East, a distance of 277.45 feet to a corner;

North 12°49'11" West, a distance of 66.79 feet to the northeast corner of said "Tract Two";

THENCE in a westerly direction, along the northerly line of said "Tract Two", a southerly line of said 26.620-acre tract and along the southerly line of aforesaid 5.000-acre tract, the following:

North 84°55'21" West, a distance of 167.79 feet to the south common corner of said 26.620-acre tract and said 5.000-acre tract;

North 84°55'21" West, a distance of 31.54 feet to a corner;

South 27°54'16" West, a distance of 108.75 feet to a corner;

North 47°35'32" West, a distance of 127.34 feet to a corner;

South 22°02'46" West, a distance of 111.09 feet to a corner;

North 51°01'12" West, a distance of 184.77 feet to a corner;

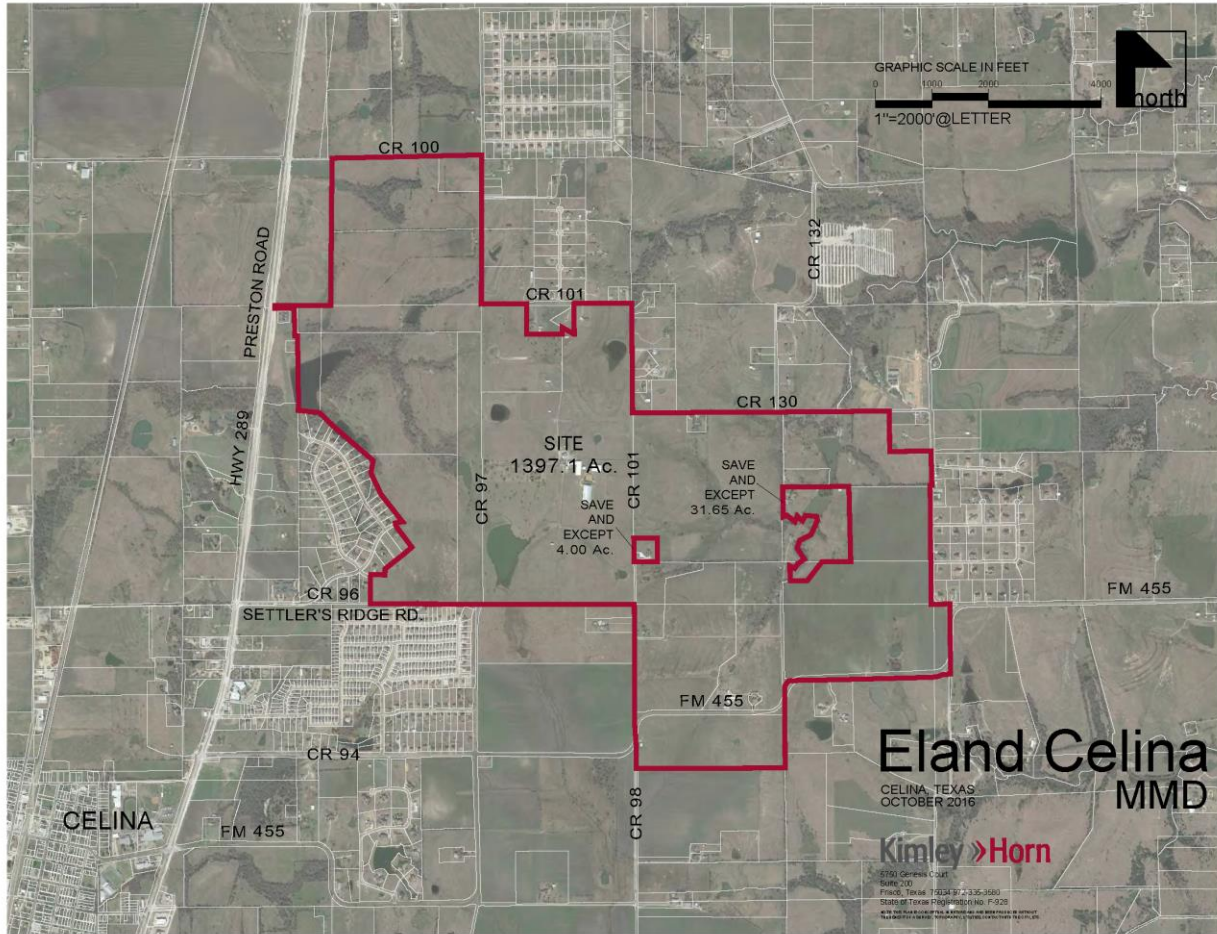
South 66°56'55" West, a distance of 73.70 feet to the southwest corner of said 5.000-acre tract and the northernmost, northwest corner of said "Tract Two", same being on the easterly line of a called 154.059-acre tract of land, conveyed to Central Frisco, Ltd., as evidenced in a Special Warranty Deed, recorded in Instrument No. 20070725001023610 of the Official Public Records of Collin County, Texas;

THENCE North 00°21'55" West, along the westerly line of said 5.000-acre tract, the westerly line of said 26.620-acre tract and the easterly line of said 154.059-acre tract, a distance of 525.45 feet to the northwest corner of said 26.620-acre tract, same being the southwest corner of a called 6.000-acre tract of land, conveyed to Central Frisco, Ltd., as evidenced in a General Warranty Deed, recorded in Instrument No. 20110831000926240 of the Official Public Records of Collin County, Texas;

THENCE North 89°21'14" East, departing the easterly line of said 154.059-acre tract, along the northerly line of said 26.620-acre tract, the southerly line of said 6.000-acre tract and the

southerly line of aforesaid 62.434-acre tract, a distance of 1170.10 feet to the **POINT OF BEGINNING** and containing 31.6 acres of land, more or less.

LEAVING a net area of 1,397.2 acres of land, more or less.



Attachment: Eland Ranch Development Agreement (2035 : Eland Res to Execute Agreement)

EXHIBIT B
METES AND BOUNDS DESCRIPTION AND DEPICTION OF THE ETJ PROPERTY

TRACT 1

BEING a tract of land situated in the Martha Heron Survey, Abstract No. 415, City of Celina, Collin County, Texas and being all of a tract of land described as "Tract A" (43.777 acres) in Special Warranty Deed to Eland Energy, Inc, recorded in Instrument No. 20150722000903310, Official Public Records, Collin County, Texas, and all of a called 272.545-acre tract of land described in Special Warranty Deed to Eland Energy, Inc, recorded in Instrument No. 20150722000903300, said Official Public Records, and being more particularly described as follows:

BEGINNING at the northwest corner of said Tract A, common with the southwest corner of a called 40.11-acre tract of land described in General Warranty Deed to N.E. Coit & CR 101, LP, recorded in Instrument No. 20081014001224170, said Official Public Records, same being the intersection of County Road No. 97 (public use right-of-way, no record found) and County Road No. 101 (public use right-of-way, no record found);

THENCE North 89°35'03" East, along the common line of said Tract A and said 40.11-acre tract and generally along said County Road No. 101, a distance of 402.01 feet to a point for corner;

THENCE North 89°36'37" East, continuing along said common line and generally along said County Road No. 101, a distance of 401.65 feet to the northernmost northeast corner of said Tract A, common with the northwest corner of a 7.498-acre tract of land described in General Warranty Deed to Tom Harper, recorded in County Clerk's File No. 93-0036670, Land Records, Collin County, Texas;

THENCE South 0°07'56" East, departing said common line and said County Road No. 101 and along the common line of said Tract A and said 7.498-acre tract, a distance of 541.77 feet to the southwest corner of said 7.498-acre tract;

THENCE North 89°38'16" East, continuing along said common line, a distance of 630.23 feet to the southernmost southeast corner of said 7.498-acre tract, common with the easternmost northeast corner of said Tract A, same being an angle point in the northerly line of the aforementioned 272.545-acre tract;

THENCE North 0°01'23" West, departing said common line and along the common line of said 7.498-acre tract and said 272.545-acre tract, a distance of 116.61 feet to a point for corner, same being on the southerly line of a called 2.661-acre tract of land described in General Warranty Deed to Collin County, Texas, recorded in Volume 5309, Page 7316, said Land Records;

THENCE South 60°05'11" East, departing said common line and along the common line between said 272.545-acre tract and said 2.661-acre tract, a distance of 230.59 feet to a point for corner;

Attachment: Eland Ranch Development Agreement (2035 : Eland Res to Execute Agreement)

THENCE North 88°50'05" East, continuing along said common line, a distance of 10.17 feet to a point for corner;

THENCE North 0°20'59" West, continuing along said common line, a distance of 539.73 feet to the northernmost northwest corner of said 272.545-acre tract, common with the northeast corner of said 2.661-acre tract, same being on the occupied southerly line of said County Road No. 101;

THENCE North 89°30'33" East, along the common line of said 272.545-acre tract and the southerly line of said County Road No. 101, a distance of 1020.62 feet to the northeast corner of said 272.545-acre tract, same being on the westerly line of Tracts 1, 2, and 3, described in General Warranty Deed with Vendor's Lien to Joe E. Stalling and wife Janice K. Stalling, recorded in County Clerk's File No. 93-0075959, said Land Records;

THENCE South 0°31'02" East, along the easterly line of said 272.545-acre tract, the westerly line of said Tracts 1, 2, and 3, the westerly line of a called 9.943-acre tract of land described in General Warranty Deed to Daniel DW Simons and Misty Simons, recorded in Instrument No. 20070816001143760, said Official Public Records, the westerly line of Tract 1 and Tract 2, described in General Warranty Deed to Michael M. Patterson and Charles Dawson, recorded in Instrument No. 20060630000904460, said Official Public Records, the westerly line of a called 10.692-acre tract of land described in General Warranty Deed to John D. Dove, recorded in Volume 3981, Page 359, said Land Records, and generally along the centerline of said County Road No. 101, a distance of 1945.31 feet to the northwest corner of a called 154.059-acre tract of land described in Special Warranty Deed to Central Frisco, Ltd., recorded in Instrument No. 20070725001023610, said Official Public Records, common with the southwest corner of said 10.692-acre tract, same being the intersection of said County Road No. 101 with County Road No. 130 (public use right-of-way, no record found);

THENCE South 0°31'02" East, along the common line of said 272.545-acre tract and said 154.059-acre tract, a distance of 2220.69 feet to the westernmost southwest corner of said 272.545-acre tract;

THENCE South 0°31'02" East, continuing along the easterly line of said 272.545-acre tract and the westerly line of Tract Five (18.748 acres) described in Deed to Eland Energy, Inc, recorded in Instrument No. 20141002001081250, said Official Public Records, a distance of 1171.70 feet to the southeast corner of said 272.545-acre tract, common with the northeast corner of a called 5.000-acre tract of land described in Warranty Deed with Vendor's Lien, recorded in Instrument No. 20140428000404190, said Official Public Records;

THENCE North 89°53'04" West, along the common line of said 272.545-acre tract and said 5.000-acre tract and the northerly line of a called 66.68 acre tract of land described in Special Warranty Deed to Jane C. Willard, recorded in County Clerk's File No. 93-0007503, said Land Records, a distance of 2671.56 feet to the southwest corner of said 272.545-acre tract;

THENCE North 0°31'33" West, departing said common line and along the common line of said 272.545-acre tract and a called 450.71-acre tract of land described in Special Warranty Deed

with Vendor's Lien to Central Frisco, Ltd, recorded in Instrument No. 20080306000268700, said Official Public Records, a distance of 3747.56 feet to a point for corner;

THENCE North 0°10'10" West, continuing along said common line, a distance of 1566.55 feet to the **POINT OF BEGINNING** and containing 316.306 acres (13,778,269 sq. ft.) of land, more or less.

TRACT 2

BEING a tract of land situated in the Benjamin Haile Survey, Abstract No. 397, City of Celina, Collin County, Texas and being all of a tract of land described as "Tract B" (2.500 acres) in Special Warranty Deed to Eland Energy, Inc, recorded in Instrument No. 20150722000903310, Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at the northwest corner of said Tract B, same being in County Road No. 130 (public use right-of-way, no record found);

THENCE N 89°39'58" E, along the northerly line of said Tract B and generally along said County Road No. 130, a distance of 330.00 feet to the northeast corner of said Tract B, common with an angle point in the northerly line of a called 154.059-acre tract of land described in Special Warranty Deed to Central Frisco, Ltd., recorded in Instrument No. 20070725001023610, said Official Public Records;

THENCE South 0°20'30" East, along the common line of said Tract B and said 154.059-acre tract, a distance of 329.57 feet to the southeast corner of said Tract B, common with an angle point in the northerly line of said 150.059-acre tract;

THENCE South 89°36'52" West, continuing along said common line, a distance of 329.93 feet to the southwest corner of said Tract B, common with an angle point in the northerly line of said 150.059-acre tract;

THENCE North 0°21'14" West, continuing along said common line, a distance of 329.87 feet to the **POINT OF BEGINNING** containing 2.498 acres (108,797 sq. ft.) of land, more or less.

TRACT 3

BEING a tract of land situated in the Benjamin Haile Survey, Abstract No. 397, City of Celina, Collin County, Texas and being all of a called 6.000-acre tract of land described in Warranty Deed to Central Frisco, Ltd, recorded in Instrument No. 20110831000926240, Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at the southwest corner of said 6.000-acre tract, common with the northwest corner of a called 26.620-acre tract of land described in Warranty Deed to John O. Rea and Patricia O. Rea, recorded in County Clerk's File No. 92-0067367, Land Records, Collin County, Texas, same being on the easterly line of a called 154.059-acre tract of land described in Special Warranty Deed to Central Frisco, Ltd., recorded in Instrument No. 20070725001023610, said Official Public Records;

THENCE North 0°49'21" West, along the common line of said 6.000-acre tract and said 154.059-acre tract, a distance of 324.60 feet to the northwest corner of said 6.000-acre tract, common with the westernmost southwest corner of a called 62.434-acre tract of land described in Deed to Eland Energy, Inc, recorded in Instrument No. 2014002001081260, said Official Public Records;

THENCE North 89°28'44" East, along the common line of said 6.000-acre tract and said 62.434-acre tract, a distance of 819.08 feet to the northeast corner of said 6.000-acre tract, common with an angle point in the southerly line of said 62.434-acre tract;

THENCE South 2°26'25" West, along said common line, a distance of 323.28 feet to the southeast corner of said 6.000-acre tract, common with the southernmost southwest corner of said 62.434-acre tract, same being on the northerly line of the aforementioned 26.620-acre tract;

THENCE along the common line of said 6.000-acre tract and said 26.620-acre tract, a distance of 800.67 feet to the **POINT OF BEGINNING** and containing 6.019 acres (262,167 sq. ft.) of land, more or less.

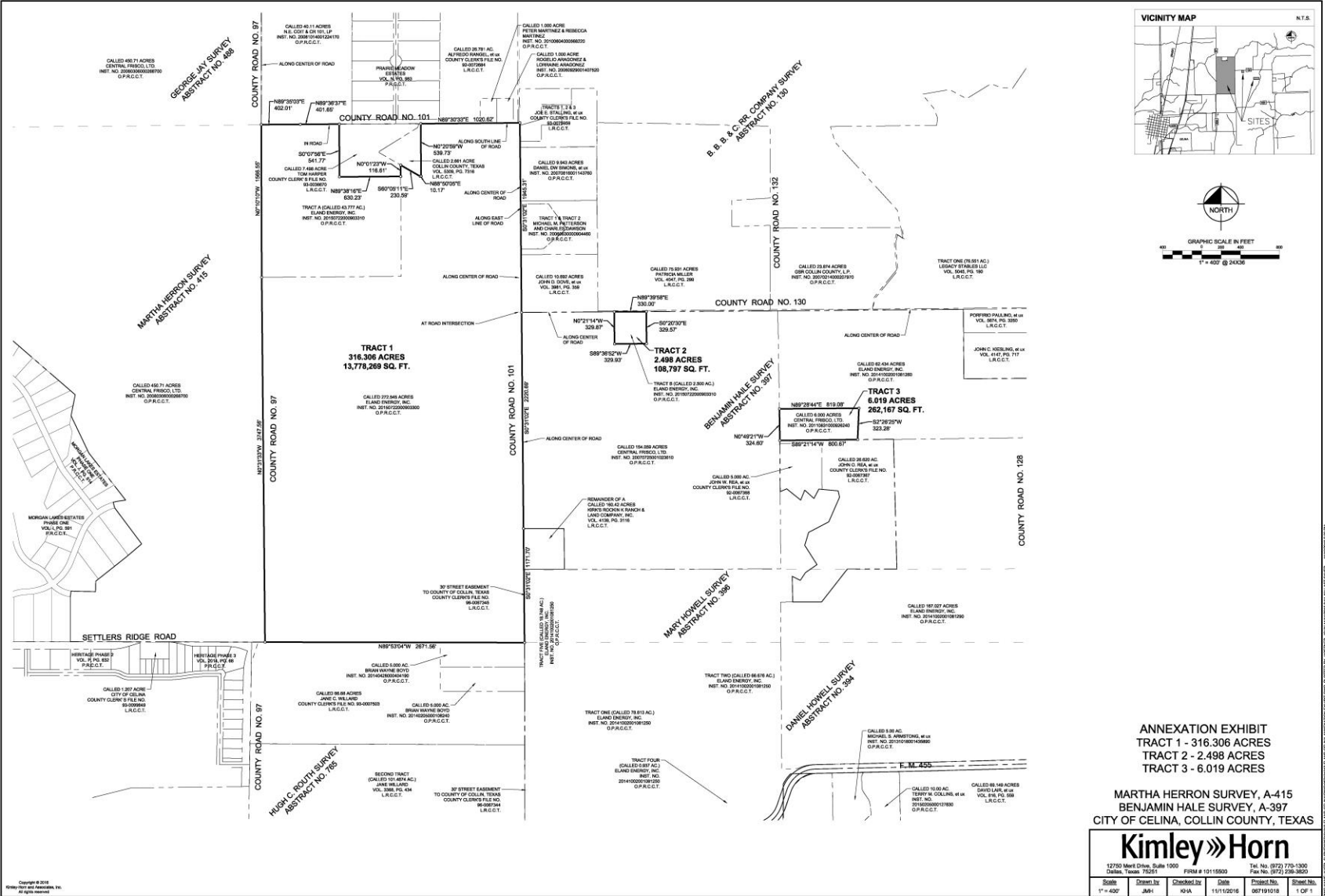
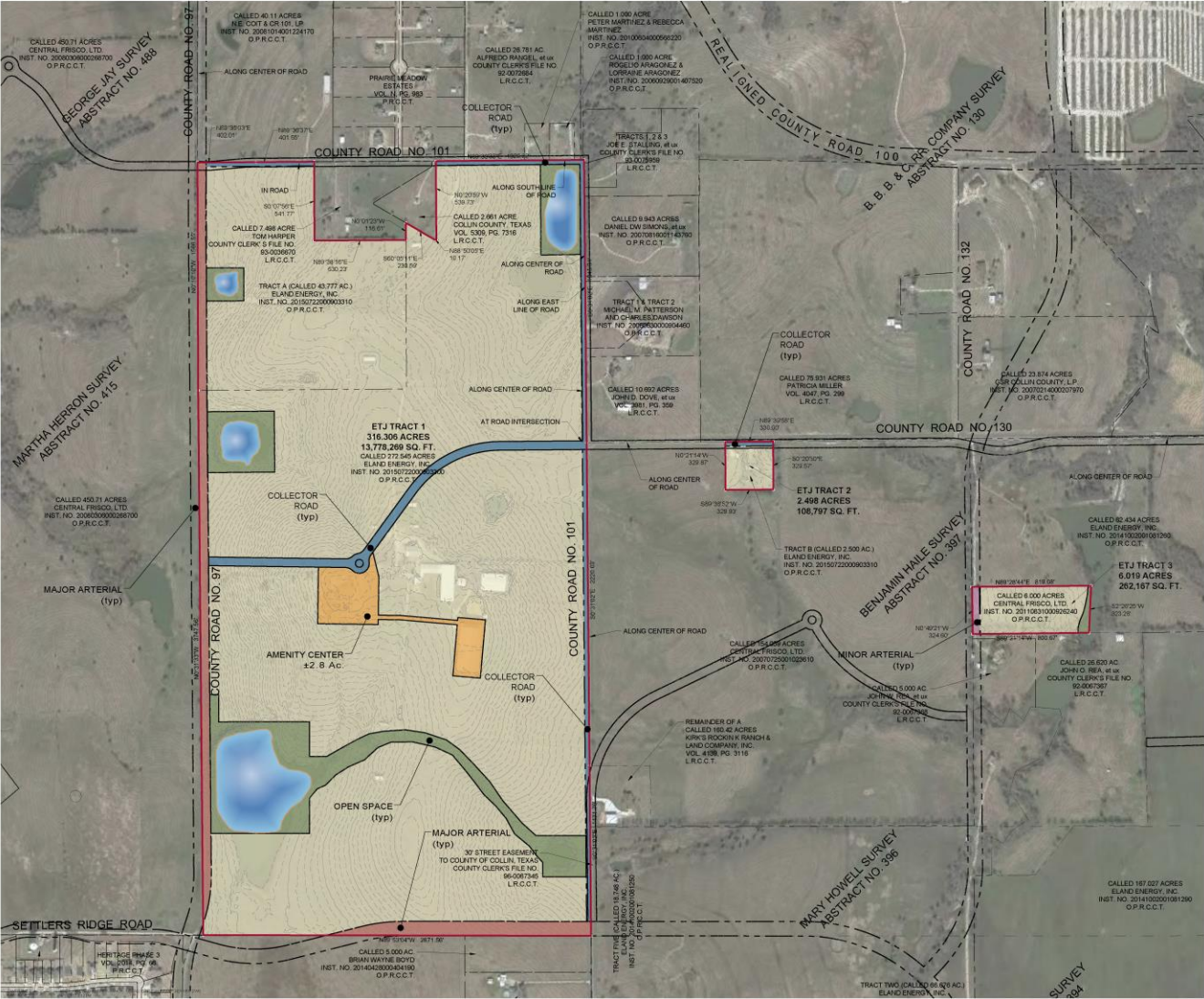


EXHIBIT C
CONCEPT PLAN



Land Use Acreage Summary

Roadways	20.3
Open Spaces	28.7
Single Family Residential	275.8
Total	324.8

Open Space Acreage Summary

Open Space	28.7
Amenity Centers	5.9
Detention / Flood Pools	0.0
Power lines and other Easements	0.0
Total Open Spaces	34.6
Total Percent Open Space	10.7%

Roadways

Major Arterials	10.7
Secondary Arterials	0.4
Collectors	9.2
Total	20.3

EXHIBIT "C" - ETJ CONCEPT PLAN
Eland Ranch
Celina ETJ, Collin County, Texas
April 2017

Kimley **Horn**

5750 Genesis Court
Suite 200
Frisco, Texas 75034
972-335-3590
State of Texas Registration No. F-628

EXHIBIT D

DEVELOPMENT REGULATIONS

This **Exhibit D** shall apply only to the ETJ Property.

1. General Provisions

- 1.1 Zoning Ordinance.** Terms used in these Development Regulations shall have the same definition as given in Chapter 14 of the City's Code, the Comprehensive Zoning Ordinance (the "Zoning Ordinance") unless otherwise defined herein. In the event of a conflict between these Development Regulations and the Zoning Ordinance, these Development Regulations shall control
- 1.2 Concept Plan.** The portion of the Concept Plan on **Exhibit C** covering the ETJ Property (the "Concept Plan") shall serve as the concept plan for the ETJ Property.
- 1.3 Base Zoning Districts Established.** The ETJ Property may be developed in accordance with the standards of the Single Family Residential (SF-R) zoning district, as modified by this **Exhibit D**.
- 1.4 Maintenance and Improvements.** Prior to the issuance of a building permit for the initial phase of development, a property owner's association, membership association, or other legal entity shall be formed.
- 1.5 Drainage Analysis.** Per the City's subdivision regulations and in compliance with Section 3 of the City's Engineering Standards, the developer will conduct a drainage analysis to determine the impact the development will have on the immediate downstream receiving stream(s).

2. Land Use Areas & Lot Types Defined

- 2.1 Land Use.** Permitted uses are set forth in this Section 2.1. If a use is not listed in this Section 2.1, it is prohibited.

2.1.1 Permitted Uses. Unless otherwise noted, the following uses are permitted by right:

- a. Agriculture, including the raising of field crops and horticulture, and farming, including horse and cattle operations, but excluding feedlots, poultry farms, and kennels. Barns and other facilities utilized for the general practice/operation of agricultural activities are permitted by right.
- b. Amenity centers, private.
- c. Buildings and installations geographically necessary to operate a public utility, but not including general office, material yards or repair shops. Such facilities shall observe yard space rules, but shall not be required to provide the full lot size and lot width requirement.

- d. Churches, synagogues, chapels and similar places of religious worship and instruction of a quiet nature.
- e. Country clubs.
- f. Greenhouses.
- g. Open space and associated amenities and improvements.
- h. Parks, Open Space and recreation areas including swimming pool facilities, water parks, clubhouses, sport courts and other similar facilities operated by public or private entities.
- i. Private streets/gated community. Permitted by CUP.
- j. Public or private golf course and related facilities.
- k. Public and quasi-public buildings for cultural use.
- l. Ranch and farm dwellings pertaining to agricultural operations.
- m. Recreational camps operated by public, charitable or religious organizations.
- n. Riding academies.
- o. Single Family Detached-Type A ("SFD-A").
- p. Single Family Detached-Type B ("SFD-B").
- q. Single Family Detached-Type C ("SFD-C").
- r. Single Family Detached-Type D ("SFD-D").
- s. Single Family Detached-Type E ("SFD-E").
- t. Single Family Detached-Type F ("SFD-F").
- u. Temporary construction offices and storage yards associated with development of the Property.

2.1.2 *Permitted accessory uses.* The following accessory uses are permitted in connection with a main use/principal use on the same property:

- a. Living quarters for persons regularly employed on the premises; but not including labor camps or dwellings for transient labor.
- b. Guest houses.
- c. Home occupations per the Zoning ordinance.
- d. Offices incidental to and necessary for conducting a permitted use.
- e. Parking areas.
- f. Private garages, stables, and barns.
- g. Roadside stands not exceeding 400 square feet in floor area, for the sale of agricultural products grown on the premises.
- h. Nameplates and non-illuminated signs not to exceed 20 square feet in area identifying the premises, but not containing over 20 percent brand

advertising.

- i. Other accessory uses and buildings customarily appurtenant to a permitted use, including, but not limited to, associational meetings, religious gatherings, and social activities.

2.1.3 Additional Permitted Uses for Existing Kirk House and Existing Covered Arena*

- a. Bed and breakfast
- b. Restaurant
- c. Office space
- d. Meeting space or retreat
- e. Event center
- f. Sporting events/sports facilities

*To the extent required by the applicable City building and fire codes, the portions of the existing Kirk House and covered arena being modified must comply with such codes.

2.2 Major Thoroughfares. The Concept Plan also identifies certain thoroughfares located or to be located on or off the ETJ Property (the "Major Thoroughfares"). The area, boundaries and location of the Major Thoroughfares on the Concept Plan are approximations.

2.3 Open Area / Recreational Facilities.

2.3.1 Open Space Definition. "Open Space" means land that does not have a slope greater than 4:1 and that is used for passive or active recreation. Open Space shall generally be undeveloped, but may include recreational facilities and improvements, such as trails, lakes, ponds, fountains, pavilions, seating areas, lighting, and signage. At the time of site plan approval, the Commission may recommend, and the City Council may allow, full or partial credit for open areas that exceed a 4:1 maximum slope if it is determined that such areas are environmentally or aesthetically significant and that their existence enhances the development or the surrounding area.

2.3.2 Open Space Requirement. A minimum of 8% of the ETJ Property shall be committed to Open Space at the time of full build out. Required Open Space may include areas set aside for detention and retention purposes, as long as those areas are amenitized. Open Space areas, other than amenity centers and gated areas maintained by a homeowners association, shall be open to the public. Open Space shall be maintained by a homeowners association or the District. No physical improvements are permitted within the floodplain (as defined in the City's Engineering Standards), but construction is allowed in those areas that have been reclaimed from the floodplain per Section 3.15 of

the City's Engineering Standards. Amenities within the required Open Space will include a minimum of one community meeting room and/or amenity center, a pond, a swimming pool (can be part of the amenity center), and 1,000 feet of six foot wide hike/bike trails. The amenities required by the SF-R zoning district regulations shall be substituted for the amenities required by this paragraph.

- 2.4 Signage.** All signage provided on the ETJ Property shall be in conformance with the standards defined below. The overall design, style and color of the signage shall be included in a future Master Sign Plan to be submitted to the City. The Master Sign Plan shall be subject to approval by the City Administrator or his or her designee. No signage shall be erected, installed or otherwise placed prior to the submittal and approval of the Master Sign Plan, unless permitted separately through the City's standard sign permitting process. The maximum restrictions defined herein shall be permitted to be exceeded if contained in a Master Sign Plan application subject to approval by the City Administrator or his or her designee. In lieu of the Master Sign Plan permit process, the owner/developer (at his/her option) may follow the City's standard sign permitting process (per individual signs and/or the overall development).

2.4.1 Development Main Identification. Development Main Identification signs shall be constructed as a permanent monument sign and serve the purpose of identification of both residential and commercial land uses within the overall development.

- a. **Number and Location.** A maximum of one sign shall be permitted at each main entry to the development and only located adjacent to an arterial or collector thoroughfare. The specific locations of each sign shall be subject to approval of a Master Sign Plan, with permits not to be unreasonably held.
- b. **Sign Faces.** A maximum of two sign faces shall be permitted.
- c. **Maximum Surface Area.** A maximum surface area of 50 square feet shall be permitted for each sign face. If a decorative background element such as tile, stucco, masonry or other building material is used, the maximum sign face area for such decorative treatment may be expanded 24 inches measured from the sign face area in each cardinal direction.
- d. **Maximum Height.** The sign shall not exceed 10 feet from average finished grade.
- e. **Time Period.** Development Main Identification signs are intended to be permanent in nature and shall be allowed for the life of the sign permit.

2.4.2 Neighborhood Identification. Neighborhood Identification signs shall be constructed as a permanent monument sign and serve the purpose of identification of each neighborhood within an overall development.

- a. Number and Location. A maximum of one sign shall be permitted at the main entry to each neighborhood. Signs shall be generally located internal to the overall development. The specific locations of each sign shall be subject to approval of a Master Sign Plan, with permits not to be unreasonably held.
- b. Sign Faces. A maximum of two sign faces shall be permitted.
- c. Maximum Surface Area. A maximum surface area of 50 square feet shall be permitted for each sign face. If a decorative background element such as tile, stucco, masonry or other building material is used, the maximum sign face area for such decorative treatment may be expanded 24 inches measured from the sign face area in each cardinal direction.
- d. Maximum Height. The sign shall not exceed 10 feet from average finished grade.
- e. Time Period. Neighborhood Identification signs are intended to be permanent in nature and shall be allowed for the life of the sign permit.

2.4.3 *On-Site Directional.* On-Site Directional signage within developments and subdivisions shall be for communicating directions and facility information including on-site services. On-Site Directional signage shall contain no advertising copy other than the project logos, and shall be of a similar type and style throughout the development. On-Site Directional signage shall be constructed as permanent signage.

- a. Number and Location. There shall be no maximum number of on-site directional signs, provided the signs are located a minimum of 200 feet from the perimeter of the overall development. If On-Site Directional signage is proposed within 200 feet of the perimeter of the development, then the total number of signs within 200 feet of the perimeter of the development shall be subject to approval of a Master Sign Plan, with permits not to be unreasonably held. The specific locations of all proposed On-Site Directional signs shall be subject to approval of a Master Sign Plan, with permits not to be unreasonably held.
- b. Sign Faces. A maximum of two sign faces shall be permitted.
- c. Maximum Surface Area. A maximum surface area of six square feet shall be permitted for each sign face. In such case where the sign is proposed to be mounted on a columnar structure, the maximum surface area of the overall structure shall be 140 square feet for rectangular structures and 110 square feet for cylindrical structures.
- d. Maximum Height. The maximum height of the overall sign structure shall not exceed seven feet from average finished grade.
- e. Time Period. On-Site Directional signs are intended to be permanent in nature and shall be allowed for the life of the sign permit.

2.4.4 *Off-Site Directional.* Off-Site Directional signs shall be a temporary sign

permitted in order to communicate directional information for parcels without frontage on a thoroughfare.

- a. Number and Location. A maximum of two signs shall be permitted for the overall development and one sign for each additional internal individually platted parcel. The specific locations of each sign shall be subject to approval of a Master Sign Plan, with permits not to be unreasonably held. Off-Site Directional signs shall only be permitted in the following locations:
 1. On a parcel abutting the parcel identified on the directional sign.
 2. On a parcel subject to a recorded document insuring ingress and egress to the parcel identified on the off-site directional sign.
 3. On a parcel adjacent to an arterial or collector street.
- b. Sign Faces. A maximum of two sign faces shall be permitted.
- c. Maximum Surface Area. A maximum surface area of 50 square feet shall be permitted for each sign face.
- d. Maximum Height. The sign shall not exceed 12 feet from average finished grade.
- e. Time Period. Signs shall be removed upon sale, lease or rental of all of the affected property.

2.4.5 *Model Home/Community Center.* A Model Home / Community Center sign shall be a temporary sign with the purpose of identifying a model home or community center as being the builder or contractor's model open to the public for inspection.

- a. Number and Location. A maximum of one sign shall be permitted for each model home and/or community center. Signs shall be located on the lot being advertised and shall not be located in any public right-of-way.
- b. Sign Faces. A maximum of two sign faces shall be permitted.
- c. Maximum Surface Area. A maximum surface area of 16 square feet shall be permitted for each sign face.
- d. Maximum Height. The sign shall not exceed 10 feet from average finished grade.
- e. Time Period. Signs shall be removed upon sale, lease or rental of all of the affected property.

2.4.6 *Neighborhood Builder.* A Neighborhood Builder sign shall be a temporary sign with the purpose of identifying individual builders and pricing information within a neighborhood.

- a. Number and Location. A maximum of two signs shall be permitted for each neighborhood. Signs shall be located on the applicable

neighborhood tract and shall not be located in any public right-of-way.

- b. Sign Faces. A maximum of two sign faces shall be permitted.
- c. Maximum Surface Area. A maximum surface area of 16 square feet shall be permitted for each sign face.
- d. Maximum Height. The sign shall not exceed 10 feet from average finished grade.
- e. Time Period. Signs shall be removed upon sale, lease or rental of all of the affected property.

2.4.7 *Builder Lot.* A Builder Lot sign shall be a temporary sign with the purpose of identifying an individual lot or parcel for sale within the development.

- a. Number and Location. A maximum of one sign shall be permitted for each lot. Signs shall be located on the lot being advertised and shall not be located in any public right-of-way.
- b. Sign Faces. A maximum of two sign faces shall be permitted.
- c. Maximum Surface Area. A maximum surface area of six square feet shall be permitted for each sign face.
- d. Maximum Height. The sign shall not exceed four feet from average finished grade.
- e. Time Period. Signs shall be removed upon sale, lease or rental of all of the affected property.

2.4.8 *Construction.* A construction sign shall be a temporary sign with the purpose of identifying the property owner, architect, contractor, subcontractor, engineer, landscape architect, decorator or mortgagee engaged in the design, construction or improvement of the premises on which the sign is located.

- a. Number and Location. A maximum of one sign shall be permitted for each project under construction. Signs shall be located adjacent to a construction trailer or washout area.
- b. Sign Faces. A maximum of one sign faces shall be permitted.
- c. Maximum Surface Area. A maximum surface area of 32 square feet shall be permitted for the sign face.
- d. Maximum Height. The sign shall not exceed 10 feet from average finished grade.
- e. Time Period. Signs shall be removed upon completion of the construction project.

2.4.9 *Realtor Open House and Directional.* Realtor Open House and Directional signs shall be temporary signs utilized during the weekend with the purpose of identifying a house for sale and providing route information to the

advertised house. Realtor Open House signs shall be separate from and not include typical For Sale signs for the subject property.

- a. Number and Location. A maximum of one sign (for the purposes of a Realtor Open House) shall be permitted for each lot where a house is for sale. In addition, a maximum of three off-site directional sign shall be permitted to provide route information. The Realtor Open House sign shall only be permitted on the lot where the house is for sale. Off-Site Directional signage shall not be placed closer than three feet from the curb or edge of pavement of any street.
- b. Sign Faces. A maximum of two sign faces shall be permitted.
- c. Maximum Surface Area. A maximum surface area of six square feet shall be permitted for each sign face.
- d. Maximum Height. The sign shall not exceed four feet from average finished grade.
- e. Time Period. Signs shall only be permitted within the hours of noon Friday through noon Monday.

2.4.10 Neighborhood Promotional. A Neighborhood Promotional sign shall be a temporary sign with the purpose of identifying a newly opened model home, neighborhood closeout or similar advertisement.

- a. Number and Location. A maximum of two signs per individually platted neighborhood shall be permitted. Signs shall be located within the neighborhood being advertised and shall not be located within any public right-of-way.
- b. Sign Faces. A maximum of two sign faces shall be permitted.
- c. Maximum Surface Area. A maximum surface area of 96 square feet shall be permitted for each sign face.
- d. Maximum Height. The sign shall not exceed 10 feet from average finished grade.
- e. Time Period. Signs shall only be permitted for a maximum of two weeks and no more than two times annually for each neighborhood.

2.4.11 Banner. A Banner sign shall be a temporary sign with the purpose of identifying special promotions or events within a neighborhood.

- a. Number and Location. A maximum of one sign per neighborhood shall be permitted. Signs shall be located within the neighborhood being advertised and shall not be located within any public right-of-way.
- b. Sign Faces. A maximum of two sign faces shall be permitted.
- c. Maximum Surface Area. A maximum surface area of 36 square feet shall be permitted for each sign face.

- d. Time Period. A Banner sign shall only be permitted for a maximum of four weeks and no more than six times annually for each neighborhood.

2.4.12 *Banner, Seasonal.* A Seasonal Banner sign shall be a temporary sign with the purpose of identifying special promotions or events within a neighborhood.

- a. Number and Location. Signs shall be located within the neighborhood being advertised. Signs shall be permitted within the public right-of-way if affixed to illumination poles along internal collector thoroughfares provided banners are installed on behalf of and maintained by HOA/POA.
- b. Sign Faces. A maximum of two sign faces shall be permitted.
- c. Maximum Surface Area. A maximum surface area of 36 square feet shall be permitted for each sign face.
- d. Time Period. A Banner sign shall only be permitted for a maximum of four weeks and no more than six times annually for each neighborhood.

2.4.13 *Other Signage.* Other signage not specifically described above shall be permitted subject to approval of a Master Sign Plan by the City Manager or his or her designee.

2.5 ***Specific Lot Type Regulations.*** All land, buildings and structures located within the ETJ Property, which are occupied, used, erected, altered, removed, placed, demolished, or converted shall be done so in conformance with the regulations for the applicable lot type. The following sections describe land use regulations applicable to the each corresponding lot type.

2.5.1 Lot Access. Residential lot types SFD-B, SFD-C, SFD-D, SFD-E, and SFD-F shall be permitted access either from the rear of the lot via an alley or from the front of the lot via a residential street. SFD-A lot types will require access from the rear of the lot via an alley. Side yard garages will be allowed on all residential lots. Where access is provided from the front property line, garages shall be recessed a minimum of three feet from the main building.

2.5.2 Flag Lots.

- a. Flag lots shall be allowed per the standards in this section. A Flag Lot shall be defined as a lot with two distinct parts: (a) The "Flag", which is the only building site; and is located behind another lot. (b) The "Pole", which connects the flag to the street; provides the only street frontage for the lot; and at any point is less than the minimum lot width for the zone.

- b. Flag lots shall be allowed only in Single-Family

Residential Lot Types SFD-D, SFD-E, and SFD-F. Frontage. Each flag lot shall have at least 15 feet of street frontage and at least 15 feet of width for the entire length of the "Pole." The area of the "Pole" portion of the lot shall not be included in the calculation of the minimum lot area.

- c. Driveways shall be designed to allow vehicles to drive out forward. The "Pole" must be part of the flag lot, connect to a street and be under the same ownership as the "Flag" portion of the lot. Access easements to allow for use of the "Pole" by another lot are allowed.
- d. A maximum of only 1% of the residential lots in each Tract shall be permitted to be developed as Flag Lots
- e. In the case of flag lots, a front setback extends across the entire "Flag" portion of the lot and does not include the "Pole" portion of the lot.

2.5.3 On-Street Parking. On-street parking spaces shall be permitted, but cannot be used to satisfy off-street parking requirements for single family homes. Parking spaces may be provided in the right-of-way and shall conform to City standards for vehicle parking areas. Where provided, on-street parking spaces shall be counted to satisfy the minimum off-street parking requirements for amenity centers and other such amenity related uses.

2.5.4 Property Development Regulations. Development of the ETJ Property shall comply with the following development standards, which shall be the exclusive lot area, lot width, lot depth, maximum lot coverage, impervious coverage, and setback requirements applicable to the ETJ Property:

Lot Type ⁽⁶⁾	Min Lot	Min Lot	Min Lot	Max Lot	Minimum Setbacks			
	Area ⁽¹⁾	Width ⁽⁵⁾	Depth	Coverage ⁽²⁾	Front ⁽³⁾	Rear	Interior Side	Corner Side
SFD-A	4,000 sf	40 ft	100 ft	65%	15 ft	10 ft	5 ft ⁽⁴⁾	15 ft
SFD-B	5,500 sf	50 ft	110 ft	60%	20 ft	15 ft	5 ft ⁽⁴⁾	15 ft
SFD-C	7,000 sf	60 ft	100 ft	60%	25 ft	20 ft	5 ft	15 ft
SFD-D	8,000 sf	70 ft	110 ft	60%	25 ft	20 ft	7 ft	15 ft
SFD-E	9,000 sf	75 ft	120 ft	50%	25 ft	20 ft	8 ft	15 ft
SFD-F	43,560 sf	80 ft	120 ft	50%	30 ft	25 ft	15 ft	15 ft

Notes

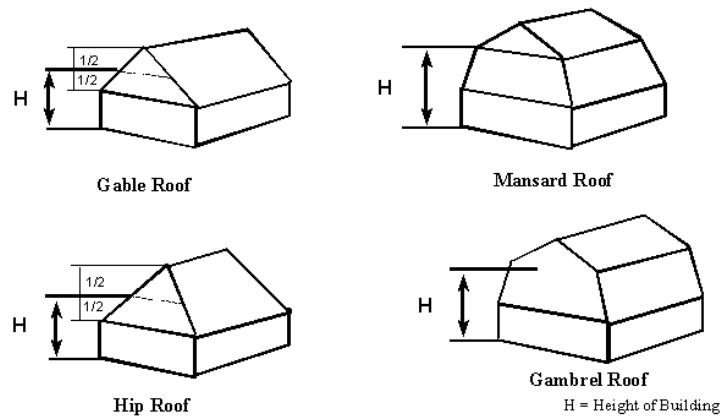
1. The SF-R density regulations do not apply.
2. Lot coverage is defined as the footprint of the primary residential structure, excluding (without limitation) patios, pools, accessory structures, driveways, and sidewalks.
3. Where front porches are provided, they shall be permitted to encroach a maximum of 5' into the front setback line.
4. A 10'/0' or an 8'/3' minimum side yard setback is allowed for SFD-A and SFD-B lot types. A roof overhang may extend a maximum of eighteen (18) inches into the neighboring property. The "zero" side shall be designated on the final plat along with a minimum five (5) foot wide access, maintenance, and use easement for all lots adjacent to lots with a "zero" side.
5. Lot width shall be measured along the arc at the platted front building line. Lot width may be reduced by 20% on lots fronting on cul-de-sacs, eyebrows, and inside curves. On all lots, a minimum of 30 feet of frontage along the right-of-way is required.
6. For all lot types, j-swing garages may overhang the front building line by five feet.

2.5.5 *Open Space.* This section shall apply to all open space areas.

- a. Permitted Uses. The following uses shall be allowed only within portions of the ETJ Property designated on a plat as common area or open space.
 1. Buildings and installations necessary to operate a public utility excluding, however, general office use, material yards or repair shops. Such facilities shall observe yard space requirements, but shall not be required to satisfy lot size or lot width requirements.
 2. Parks and recreation areas operated by the City, any utility district, or any homeowner association.
 3. Private garages and barns to house maintenance equipment of any utility district or any homeowner association.
 4. Private amenity areas and facilities, including but not limited to the pools, cabanas, clubhouses, playgrounds, etc.
- b. Accessory Buildings.

1. Definition. "Accessory Buildings" mean a subordinate building or structure, detached or attached by a breezeway and used for a purpose customarily incidental to the main structure such as a private garage for automobile storage, greenhouse, home workshop, guest/caretaker quarters or office for a home business, so long as such business is not adverse to the use and enjoyment of adjacent residential property and does not include the employment of additional persons, and does not increase parking and does not involve customers or clients visiting the premises.
2. Property Development Regulations. Accessory Buildings shall be subject to the following regulations.
 - *Front Yard Setback.* Attached Accessory Buildings shall have a front yard not less than that required for the main building. Detached Accessory Buildings shall be located in the area defined as the rear yard.
 - *Side Yard Setback.* There shall be a side yard for any detached Accessory Building of not less than three feet from any side lot line or alley line, except that adjacent to a side street the side yard requirement shall be the same as that required for the main building. A detached Accessory Building on a corner lot with garage doors which open directly to and is entered from the side street shall provide a side yard of not less than twenty feet. Maximum overhang of roof an Accessory Building into the required side yard is eighteen inches.
 - *Rear Yard Setback.* There shall be a rear yard for any Accessory Building of not less than three feet from the rear property lot line. Garages or other detached Accessory Buildings located within the rear portion of the lot as heretofore described shall not be located closer than ten feet to the main except that a breezeway not exceeding fifteen feet in height shall be permitted connecting the dwelling structure to an Accessory Building, provided it is open on all sides from the eaves of the roof to the ground. Garages that open directly to and are entered from an alley shall not be located nearer than ten feet to the rear lot line. Maximum overhang for roofs of Accessory Buildings into the required rear yard is eighteen inches.
 - *Height.* No accessory structure may be of a height that exceeds the main building.

- 2.6 Building Height.** The maximum building height for SFD-A, SFD-B, SFD-C, SFD-D, SFD-E and SFD-F lot types shall be limited to 2½ stories or 40 feet. Building height shall be measured to the highest point of a roof surface of a flat roof or the mean height level between the eaves and ridge of a gable, hip, mansard, or gambrel roof.



- 2.7 Garage Doors.** Garages with 'L' or 'J' hook driveway entrances shall be permitted in Residential Lot Types SFD-A, SFD-B, SFD-C, SFD-D, SFD-E and SFD-F. In order to allow for the utilization of 'L' or 'J' hook driveway entrances on smaller residential lot types, Residential Lot Types SFD-A, SFD-B, and SFD-C shall be permitted a ten foot mutual access easement, with a five foot easement on each adjacent property. The mutual access easement shall be provided for common ingress/egress purposes and shall be maintained by the abutting property owners. The portion of the access easement located on the adjacent property shall not be utilized in calculating minimum lot width. Side yard garages will be allowed on all residential lots.



- 2.8 Maximum Mean Gross Residential Density.** The maximum mean gross residential density within the overall ETJ Property shall be 4.2 dwelling units per gross acre. At full build out of the ETJ Property, a maximum of 50 percent of the lots shall be SFD-A and SFD-B type lots with SFD-A type lots not exceeding 20 percent of the total lots on the ETJ Property, and a minimum of 15 percent of the lots shall be SFD-D, SFD-E, and/or SFD-F type lots.
- 2.9 Local Residential Street Grades.** In order to preserve the existing topography and terrain, local residential street grades shall be permitted a maximum of eight percent, unless otherwise approved by the City Engineer or his or her designee.
- 2.10 Restricted Access/Gated Entrances.** Restricted access or gated entrances shall be permitted as means of establishing a gated community. Entrances shall provide adequate queuing spaces for vehicles waiting to access the community. In addition,

adequate turnaround space shall be provided prior to entry into the community. The entrance shall have a minimum width of 20 feet to allow access for fire trucks. The gate shall be equipped with a Knox-Box or similar device to allow for access of emergency vehicles in the instance where the gated access is not manned. In the instance a gated entrance is provided, streets interior to the subdivision shall be private streets, and therefore, privately owned and maintained by a Homeowners Association. Private streets shall have a minimum right-of-way width of 40 feet, plus a 5-foot utility easement provided adjacent and parallel to each side of the right-of-way line.

2.11 Plat Submittals. All plat submittals required by the City's subdivision regulations shall be considered to conform to the City's comprehensive plan and development regulations if the submittal complies with this Agreement. Development shall comply with the City's subdivision regulations and engineering design standards, except as follows:

2.11.1 Block Length. The maximum block length shall be 1,200 feet (the length of the block face between two intersections). Exceptions to the block length requirement may be granted for special circumstances or conditions affecting the property. Exceptions shall be requested as a subdivision ordinance variance and presented to the Planning and Zoning Commission and the City Council at the time of Construction/Preliminary Plat consideration. Pecuniary interests standing alone shall not be justification for the granting of a variance.

2.11.2 Cul-de-Sac Length and Diameter. The maximum cul-de-sac length is 600 feet. The bulb right-of-way radius shall be fifty (50) feet.

2.11.3 Jog. The minimum street jog shall be 125 feet.

2.11.4 Tree Surveys. Tree surveys are required as part of the General Development Plan (GDP) and shall only apply to the area of the proposed development. Trees being preserved in such areas as creeks, open space, etc. do not have to be tied. It is understood that only trees that are marked with ties will be eligible for preservation credits and illustrated on a tree survey. Except as otherwise provided in this section, compliance with Section 14.05.090 of the City's Code of Ordinances is required.

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

a. Residential Lot Grading:

1. The front and/or rear yard slopes shall not be less than one (1) percent nor greater than 12% without requiring a wall.
2. The driveway slope shall not exceed 10%.
3. The building pad shall not be less than six (6) inches above the flow line of the rear swale.
4. The horizontal side yard slope shall not exceed 3:1. The minimum longitudinal side yard slope shall not be less than one (1) percent, unless

structurally supported.

b. Paving:

1. Residential streets shall be 31 feet wide from face-to-face. Roll over curbs are permitted in all neighborhoods. Residential streets for alley load lots may be reduced to 27 feet wide.
2. The street grade shall not be less than 0.6% or six (6) inches every 100 feet.
3. The street grade shall be a maximum of six (6) percent, unless otherwise approved by the City Engineer.
4. Residential sidewalks shall be five (5) feet wide, and the placement of the outside edge of the walk shall typically be one (1) foot inside the right-of-way or within a sidewalk easement. Sidewalks along a four-lane or a six-lane divided thoroughfare shall be six (6) feet in width.
5. Trails shall be six (6) feet wide and shall be serpentine within the parkway and associated landscape buffer, where applicable, but in no instance shall the outside edge of the trail be closer than three (3) feet to the back-of-curb or five (5) feet to the screening wall/fence.

c. Miscellaneous

1. Street lights shall be located a maximum of 500 feet apart. An ornamental street light fixture and pole shall be selected from those available through the electric provider. The light standard selected shall be used throughout the development.
2. All roadway intersections shall be within five (5) degrees of 90 at the intersection of the two right-of-ways unless otherwise approved by the City Engineer.



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Mary Petty, Petty & Associates, Inc.
Date: May 9, 2017
Re: Cambridge Crossing Public Improvement District Resolution Calling a Public Hearing and Determining Costs

Action Requested:

Consider and act upon a resolution of the City of Celina, Texas determining the costs of certain public improvements to be financed by the Cambridge Crossing Public Improvement District; approving a Preliminary Service Plan and Assessment Plan, including proposed assessment rolls; directing the filing of the proposed assessment rolls with the City Secretary to make available for public inspections; noticing a public hearing for June 13, 2017 to consider an ordinance levying assessments on property located within the Cambridge Crossing Public Improvement District; directing City staff to publish and mail notice of said public hearing; and resolving other matters incident and related thereto. (Cambridge Crossing) (Petty)

Background Information:

Board Review/Citizen Input:

N/A

Alternatives:

Financial Considerations:

Legal Review:

Reviewed by the City Attorney, Land Use Attorney, and District Consultant.

Supporting Documents:

Resolution Determining Costs, approving the Preliminary Service and Assessment Plan, and calling a public hearing.

Preliminary Service and Assessment Plan

Staff Recommendation:

**CITY OF CELINA, TEXAS
RESOLUTION NO. _____**

A RESOLUTION OF THE CITY OF CELINA, TEXAS DETERMINING THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS TO BE FINANCED BY THE CAMBRIDGE CROSSING PUBLIC IMPROVEMENT DISTRICT; APPROVING A PRELIMINARY SERVICE PLAN AND ASSESSMENT PLAN, INCLUDING PROPOSED ASSESSMENT ROLLS; DIRECTING THE FILING OF THE PROPOSED ASSESSMENT ROLLS WITH THE CITY SECRETARY TO MAKE AVAILABLE FOR PUBLIC INSPECTION; NOTICING A PUBLIC HEARING FOR JUNE 13, 2017 TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN THE CAMBRIDGE CROSSING PUBLIC IMPROVEMENT DISTRICT; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

RECITALS

WHEREAS, the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the "Act") authorizes the governing body (the "City Council") of the City of Celina, Texas (the "City"), to create a public improvement district; and

WHEREAS, on January 10, 2017, the City Council approved Resolution No. 2017-03R accepting a petition received by the City on January 3, 2017 titled "Petition for the Creation of a Public Improvement District Within the City of Celina, Texas, for the Cambridge Crossing Development" requesting the creation of a public improvement district and calling a public hearing on the creation of such public improvement district for February 14, 2017; and

WHEREAS, on February 14, 2017, after due notice, the City Council opened a public hearing in the manner required by law on the advisability of the public improvements described in the petition as required by Section 372.009 of the Act and continued the public hearing to February 28, 2017; and

WHEREAS, on February 28, 2017, the City Council continued the public hearing on the advisability of the public improvements described in the petition as required by Section 372.009 of the Act and after all persons were given an opportunity to be heard in support of or in opposition to the creation of the proposed public improvement district and on the advisability of the public improvement described in the petition, the City Council closed the public hearing; and

WHEREAS, on February 28, 2017, the City Council approved Resolution No. 2017-10R (the "Authorization Resolution"), authorizing, establishing and creating the Cambridge Crossing Public Improvement District (the "District") to include the approximately 484.074 acres depicted in Exhibit A and described by metes and bounds in Exhibit B attached to the Authorization Resolution; and

WHEREAS, the Authorization Resolution was published in the *Celina Record* on March 3, 2017 to give notice of the creation of the District; and

WHEREAS, a scrivener's error in Section 3(d) of the Authorization Resolution incorrectly stated that the property within the proposed district was to include approximately 551.945 acres of land which did not match the 484.074 acres depicted in Exhibit A and described by metes and bounds in Exhibit B attached to the Authorization Resolution; and

WHEREAS, the City wishes to confirm the property within the District created by the Authorization Resolution contains the 484.074 acres depicted in Exhibit A and described by metes and bounds in Exhibit B attached to the Authorization Resolution; and

WHEREAS, the Authorization Resolution authorizes the issuance of up to \$80,000,000.00 in bonds for the District to finance certain public improvements authorized by the Act for the benefit of the property within the District (the "Authorized Improvements"); and

WHEREAS, the City Council and the City staff have been presented a "Cambridge Crossing Public Improvement District Preliminary Service and Assessment Plan", including the proposed assessment rolls attached thereto (the "Proposed Assessment Rolls"), dated May 9, 2017 (collectively, the "Preliminary SAP"), a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes; and

WHEREAS, the Preliminary SAP sets forth the estimated total costs of certain Authorized Improvements to be financed by the District at this time and the Proposed Assessment Rolls state the assessments proposed to be levied against each parcel of land in the District as determined by the method of assessment chosen by the City; and

WHEREAS, the Act requires that the Proposed Assessment Rolls be filed with the City Secretary of the City (the “City Secretary”) and be subject to public inspection; and

WHEREAS, the Act requires that a public hearing (the “Assessment Hearing”) be called to consider proposed assessments and requires the City Council to hear and pass on any objections to the proposed assessments at, or on the adjournment of, the Assessment Hearing; and

WHEREAS, the Act requires that notice of the Assessment Hearing be mailed to property owners liable for assessment and published in a newspaper of general circulation in the City before the tenth (10th) day before the date of the Assessment Hearing.

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

SECTION 1. THAT the recitals set forth above in this Resolution are true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. THAT the City Council does hereby confirm the property within the District created by the Authorization Resolution contains the 484.074 acres depicted in Exhibit A and described by metes and bounds in Exhibit B attached to the Authorization Resolution

SECTION 3. THAT the City Council does hereby accept the Preliminary SAP for the District, including the Proposed Assessment Rolls, a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Preliminary SAP.

SECTION 4. THAT the City Council hereby determines that the total costs of the Phase #1 Projects (as defined in the Preliminary SAP) to be financed by the District are as set forth in Exhibit E of the Preliminary SAP and the total costs of the Major Improvement Area Projects (as defined in the Preliminary SAP) to be financed by the District are as set forth in Exhibit F of the Preliminary SAP.

SECTION 5. THAT the City Council's final determination and approval of the costs of the Phase #1 Projects and the Major Improvement Area Projects, or any portion thereof, shall be subject to and contingent upon City Council approval of a final Service and Assessment Plan which will include final Assessment Rolls, after the properly noticed and held Assessment Hearing.

SECTION 6. THAT the Proposed Assessment Rolls state the assessment proposed to be levied against each parcel of land in the District as determined by the method of assessment chosen by the City in the Authorization Resolution and as more fully described in the Preliminary SAP.

SECTION 7. THAT the City Council expressly defers the levy of assessments against property within future phases within the Major Improvement Area for phase-specific improvements that will benefit only the property within each subsequent phase until such time as the costs of such phase-specific improvements can be determined with certainty as referenced in the Preliminary SAP.

SECTION 8. THAT the City Council hereby authorizes and directs the filing of the Proposed Assessment Rolls with the City Secretary and the same shall be available for public inspection.

SECTION 9. THAT the City Council hereby authorizes, and calls, a public hearing (the Assessment Hearing as defined above) to be held on **June 13, 2017 at or after 5:00 p.m.** at Celina City Council Chambers, 112 N. Colorado Street, Celina, Texas 75009, at which the City Council shall, among other actions, hear and pass on any objections to the proposed assessments; and, upon the adjournment of the Assessment Hearing, the City Council will consider one ordinance levying the assessments as special assessments on property within Phase #1 of the the District (which ordinance shall specify the method of payment of the assessments) and a separate ordinance levying the assessments as special assessments on property within the Major Improvement Area of the District (which ordinance shall specify the method of payment of the assessments).

SECTION 10. THAT the City Council hereby authorizes and directs the City Secretary to publish notice of the Assessment Hearing to be held on June 13, 2017, in substantially the form attached hereto as **Exhibit B** and incorporated herein for all purposes, in the *Celina Record*, a newspaper of general circulation in the City, on or before June 2, 2017 as required by Section 372.016(b) of the Act.

SECTION 11. THAT when the Proposed Assessment Rolls are filed with the City Secretary, the City Council hereby authorizes and directs the City Secretary, on or before June 2, 2017, to mail to owners of property liable for assessment notice of the Assessment Hearing to be held on June 13, 2017 as required by Section 372.016(c) of the Act.

SECTION 12. THAT City staff is authorized and directed to take such other actions as are required (including, but not limited to, notice of the public hearing as required by the Texas Open Meetings Act) to place the public hearing on the agenda for the June 13, 2017 meeting of the City Council.

SECTION 13. THAT this Resolution shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED on this the 9th day of May, 2017.

Sean Terry, Mayor

ATTEST:

Vicki Faulkner, City Secretary

EXHIBIT A

PRELIMINARY SERVICE AND ASSESSMENT PLAN

Attachment: LEGAL-#63732-v1-Celina_Cambridge_Crossing_PID_2017_-_Resolution_Determining_Costs_and_Approving_PSAP 5.3.17 v1

EXHIBIT B
CITY OF CELINA, TEXAS
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the City Council of Celina, Texas on June 13, 2017 at 5:00 p.m. at 112 N. Colorado Street, Celina, Texas 75009. The public hearing will be held to consider proposed assessments to be levied against the assessable property within the Cambridge Crossing Public Improvement District (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended (the "Act").

The proposed Authorized Improvements to be undertaken at this time ("Phase #1 Projects and the Major Improvement Area Projects") include road improvements, water distribution system improvements, sanitary sewer improvements, storm drainage improvements, and soft costs related to the design, construction, installation of the Authorized Improvements and related to the establishment, administration and operation of the District.

The total costs of the Phase #1 Projects and the Major Improvement Area Projects, including the costs of creating the District and issuing the bonds, is [\$_____] and the total amount proposed to be levied against the property within the District benefitting from the Phase #1 Projects and the Major Improvement Area Projects is [\$21,625,000]. The total costs of Authorized Improvements to benefit future phases within the District cannot be determined with certainty at this time, but shall not exceed an additional [\$58,375,000].

The boundaries of the District include approximately 484.074 acres of land generally located directly north of County Road 7, directly east of County Road 6, south of FM 428, and west of Dallas Parkway, and as more particularly described by a metes and bounds description available at Celina City Hall located at 142 N. Ohio Street, Celina, Texas 75009 and available for public inspection.

All written or oral objections on the proposed assessment within the District will be considered at the public hearing.

A copy of the Phase #1 Assessment Roll relating to the Phase #1 Projects and a copy of the Major Improvement Area Assessment Roll relating to the Major Improvement Area Projects (collectively, the "Assessment Rolls"), which include the assessments to be levied against each parcel in the District, are available for public inspection at the office of the City Secretary, 142 N. Ohio Drive, Celina, Texas 75009.

Cambridge Crossing
Public Improvement District
PRELIMINARY SERVICE AND ASSESSMENT PLAN

DRAFT – May 5, 2017

SECTION I

INTRODUCTION AND DEFINITIONS

A. Introduction

1. On February 28, 2017, the City of Celina, Texas (the "**City**") passed and approved Resolution No. 2017-10R authorizing the establishment of Cambridge Crossing Public Improvement District (the "**PID**") in accordance with Chapter 372, Texas Local Government Code, as amended (the "**Act**"), which authorization was effective upon publication as required by the Act. The purpose of the PID is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 484.074 acres within the corporate limits of the City, generally located directly north of County Road 7, directly east of County Road 6, south of FM 428, and west of Dallas Parkway (the "**Property**"). The Property is zoned under Ordinance No. 2016-32 adopted by the City Council on April 12, 2016, which ordinance establishes the permitted uses of, and standards for the development of, the Property (the "**Zoning Ordinance**").

2. Capitalized terms used in this Service and Assessment Plan (as amended from time to time, this "**SAP**") shall have the meanings given to them in **Section I.B** unless otherwise defined in this SAP or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a "Section" or an "Exhibit" shall be a reference to a Section of this SAP or an Exhibit attached to and made a part of this SAP for all purposes.

3. The Act governs the creation of public improvement districts within the corporate limits and extraterritorial jurisdiction of Texas municipalities and counties. The Act, among other things, governs the process by which Actual Costs of Authorized Improvements are apportioned to and assessed against the Property based on the special benefit conferred on the Property by the Authorized Improvements.

4. The Act requires a service plan covering a period of at least five (5) years and defining the annual indebtedness and projected cost of the Authorized Improvements (as updated, from time to time, a "**Service Plan**"). The Service Plan is contained in **Section IV**.

5. The Act requires that the Service Plan include an assessment plan that assesses the Actual Costs of the Authorized Improvements against the Property based on the special benefits conferred on the Property by the Authorized Improvements (as updated, from time to time, an "**Assessment Plan**"). The Assessment Plan is contained in **Section V**.

6. The Act requires an assessment roll, in one or more parts, that states the assessment against each Lot determined by the method chosen by the City Council (as updated, from time, and if consisting of multiple parts, collectively, the "**Assessment Roll**"). The assessment against each Lot must be sufficient to pay the share of the Actual Costs apportioned to the Lot and cannot exceed the special benefit conferred on the Lot by the Authorized Improvements. The Assessment Rolls for Phase 1 and the Major Improvement Area are contained in **Exhibit H** and **Exhibit I**, respectively.

B. Definitions

1. "**Act**" is defined in **Section I.A.1**.

2. **"Actual Costs"** mean, with respect to Authorized Improvements, the demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement as specified in a payment request in a form that has been reviewed and approved by the City. Actual Cost may include (a) the costs incurred for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Authorized Improvement, (b) the costs incurred in 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 incurred for external professional costs, 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) related to such Authorized Improvement (e) all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and materialmen in connection with the acquisition, construction or implementation of such Authorized Improvement, (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal and consulting fees, financing charges, taxes, governmental fees and charges, insurance premiums, and miscellaneous expenses, and (g) all payments for Administrative Expenses.

3. **"Additional Interest"** means the 0.50% additional interest charged on Assessments pursuant to Section 372.018 of the Act.

4. **"Additional Interest Reserve"** is defined in **Section V.F.**

5. **"Administrative Expenses"** mean the actual or budgeted costs and expenses related to the creation and operation of the PID, the issuance and sale of PID Bonds, and the construction of the Authorized Improvements, including, but not limited to, costs and expenses for: (1) the Administrator; (2) legal counsel, engineers, accounts, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) issuing, paying, and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with this SAP and the Act with respect to the issuance and sale of PID Bonds, including continuing disclosure requirements; (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel; and (9) administering the construction of the Authorized Improvements. Administrative Expenses collected but not expended in any year shall be carried forward and applied to reduce Administrative Expenses for subsequent years.

6. **"Administrator"** means the person or independent firm designated by the City Council to perform the duties and obligations of the "Administrator" in this SAP.

7. **"Annual Installment"** means the annual installment payments of an Assessment calculated by the Administrator and approved by the City Council, including: (1) principal; (2) interest; (3) Administrative Expenses; and (4) the Additional Interest that funds Prepayment Costs and Delinquent Collection Costs.

8. **"Annual Service Plan Update"** means an update to the Service Plan prepared no

less frequently than annually by the Administrator and approved by the City Council.

9. **"Assessed Property"** means any Lot against which an Assessment is levied.
10. **"Assessment"** means an assessment levied against a Lot pursuant to the Act.
11. **"Assessment Ordinance"** means the ordinance adopted by the City Council in accordance with the Act that levies the Assessments.
12. **"Assessment Roll"** is defined in **Section I.A.6.**
13. **"Assessment Plan"** is defined in **Section I.A.5.**
14. **"Authorized Improvements"** mean the public improvements described in **Section III** and illustrated in **Exhibit D** of this SAP and any further updates and/or amendments.
15. **"City"** is defined in **Section I.A.1.**
16. **"City Council"** means the governing body of the City.
17. **"City Reimbursement Agreement"** means the Texas Local Government Code Chapter 380 grant agreement entered into between the City and the Owner as detailed in Section 6.03 of the Development Agreement (Cambridge Crossing) dated February 28, 2017.
18. **"County"** means Collin County, Texas.
19. **"Delinquent Collection Costs"** mean, for a Lot or Parcel, interest, penalties, and other costs and expenses authorized by the Act that directly or indirectly relate to the collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this SAP, including costs and expenses to foreclose liens.
20. **"General Development Plan"** is the proposed plan of developing the Property, as shown on **Exhibit C.**
21. **"HOA Lots"** means any portion of the Property owned by or dedicated to a homeowner or property owner association.
22. **"Indenture"** means an indenture of trust, trust agreement, ordinance or similar document between the City and the Trustee setting forth terms and conditions relating to a series of PID Bonds, as the same may be modified, amended and/or supplemented from time to time.
23. **"Lot"** (i) for any portion of the Property for which a subdivision plat has been recorded in the official public records of the County, a tract of land described as a "lot" in such subdivision plat.
24. **"Lot Type"** means a classification of final building Lots with similar characteristics (e.g. commercial, light industrial, multi-family, 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 front footage of the Lot as determined by the Administrator and confirmed by the City Council.
25. **"Major Improvements"** means the Authorized Improvements which i) benefit all

Assessed Property within the PID, ii) are not subject to a City Reimbursement Agreement, and iii) that are described in **Section III.A.**

26. **"Major Improvement Area"** means the property within the PID not within Phase 1 as generally shown on **Exhibit B** consisting of approximately 370.893 acres within the PID.

27. **"Major Improvement Area Assessment Roll"** means the document included in this SAP as **Exhibit I**, as updated, modified or amended from time to time in accordance with the procedures set forth in this SAP and in the Act, including updates prepared in connection with the issuance of the Major Improvement Area Bonds or in connection with any Annual Service Plan Update

28. **"Major Improvement Area Bonds"** means those certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2017 (Cambridge Crossing Public Improvement District Major Improvement Area Project)" that are secured by Assessments levied on the Assessed Property within the Major Improvement Area.

29. **"Major Improvement Area Projects"** means the Major Improvement Area's proportionate share of the Major Improvements.

30. **"Non-Benefited Property"** means Lots (or any other portions of the Property) that receive no special benefit from the Authorized Improvements, including Public Property and HOA Lots.

31. **"Owner"** means Tollway/Outer Loop, L.P., a Texas limited partnership, and any successor owner of the Property or any portion thereof.

32. **"Parcel"** means a property identified by either a tax map identification number assigned by the Collin County Appraisal District for real property tax purposes, by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means determined by the City.

33. **"Phase"** means one or more Parcels within the PID that are anticipated to be developed in the same general time period. The Parcels within a Phase other than the Non-Benefited Property will be assessed in connection with the issuance of PID Bonds for the Authorized Improvements (or the portion thereof) designated in an update to the Assessment Plan that specially benefit the Assessed Property within said Phase, but any Parcels outside of the Phase will not be assessed.

34. **"Phase 1"** means the property within the PID generally shown on **Exhibit B** consisting of approximately 113.181 acres within the PID.

35. **"Phase 1 Assessment Roll"** means the document included in this SAP as **Exhibit H**, as updated, modified or amended from time to time in accordance with the procedures set forth in this SAP and in the Act, including updates prepared in connection with the issuance of the Major Improvement Area Bonds or in connection with any Annual Service Plan Update

36. **"Phase 1 Bonds"** means those certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series 20__ (Cambridge Crossing Public Improvement District Phase 1 Project)" that are secured by Assessments levied on the Assessed Property within the Phase 1.

37. **"Phase 1 Improvements"** means those Authorized Improvements that confer a special benefit solely on Phase 1 and are described in **Section III.A**; and, that are to be financed with Phase 1 Bonds.
38. **"Phase 1 Projects"** means the Phase 1 Improvements and the portion of the Major Improvements described in **Section III.A** allocable to Phase 1.
39. **"PID"** is defined in **Section I.A.1**.
40. **"PID Bond Fee"** is defined in **Section VIII.A.1**
41. **"PID Bonds"** mean bonds, notes or other obligations, if any, issued by the City, in one or more series, to finance the Authorized Improvements and secured by Assessments, including Annual Installments thereof.
42. **"PID Reimbursement Agreement"** means the *PID Reimbursement Agreement – Cambridge Crossing*, dated _____, 2017, by and between the City and the Owner, as the developer of the Authorized Improvements, 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 with interest as permitted by the Act.
43. **"Prepayment Costs"** mean, to the extent allowed by the Act: (1) interest, penalties, costs, and expenses, if any, arising under the Indenture and resulting from the prepayment of an Assessment; and (2) third-party costs and expenses, if any, paid or incurred by the City and resulting from the prepayment of an Assessment.
44. **"Property"** is defined in **Section I.A.1**.
45. **"Public Property"** means real property, whether conveyed or dedicated in fee simple, as an easement, license, or otherwise, to the Federal Government, to the County, to the City, or to any other political subdivision, public or government agency, or public utility. Public Property includes the following public parkland to be dedicated to the City:
- Lot __, Block ____
46. **"Residential Lots"** mean Lots on which single family residential homes will be constructed.
47. **"SAP"** is defined in **Section I.A.2**.
48. **"Service Plan"** is defined in **Section I.A.4**.
49. **"Trustee"** means the trustee (or successor trustee) under an Indenture.
50. **"Zoning Ordinance"** is defined in **Section I.A.1**.

SECTION II

THE PROPERTY

The Property includes approximately 484.074 contiguous acres within the corporate limits of the City as generally described in **Section I.A.1** and more particularly described by metes and bounds on **Exhibit A**. Development of the Major Improvements and Phase 1 Improvements will begin in 2017 and are expected to be constructed within 17

months. The entire development of the Property is anticipated to occur in seven phases and upon completion the PID is expected to include 1,528 single family residential units.

The Major Improvement Area consists of approximately 370.893 acres projected to consist of 1,200 Residential Lots and Phase 1 consists of approximately 113.181 acres projected to consist of 328 Residential Lots, to be developed in one phase and which will be specially benefitted by the Authorized Improvements described below in Section III.A.

As future Phases are developed and in connection with the issuance of any PID Bonds, this Service and Assessment Plan will be amended to show the addition of such future Phase.

SECTION III

AUTHORIZED IMPROVEMENTS

A. Introduction. The City Council, based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the Authorized Improvements described below and illustrated on **Exhibit D** are public improvements authorized by the Act that confer a special benefit on the Property. The City Council has further determined that the estimated cost of the Authorized Improvements summarized on **Exhibit E** have been determined based on engineering reports prepared on behalf of the Owner. The Authorized Improvements are described as follows:

B. Descriptions of the Authorized Improvements

- 1. Major Improvements** - All of the Major Improvements: (i) benefit all of the Assessed Property within the PID, (ii) will be designed and constructed in accordance with City standards and specifications, and (iii) will be owned and operated by the City. The Major Improvements consist of the following:
 - i. Earthwork Improvements consisting of earthwork, excavation, and erosion control improvements related to the Major Improvements including clearing and grubbing, tree protection, demolition, excavation, embankment, soil haul-off and import, seeding, retaining walls and erosion control required to construct the Major Improvements.
 - ii. Water Distribution System Improvements consisting of construction and installation of on-site and off-site water lines, mains, pipes, valves and appurtenances, necessary for the water distribution system, as well as related testing and trench safety, necessary to provide water service to all of the Assessed Property within the PID.
 - iii. Sanitary Sewer Improvements consisting of construction and installation of on-site and off-site pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to all of the Assessed Property within the PID.
 - iv. Storm Drainage Improvements consisting of construction and installation of

sedimentation basins and drainage structures, retention / detention basins, various sized reinforced concrete pipes, curb inlets, headwalls, detention structures and trench safety necessary to provide storm drainage to all of the Assessed Property within the PID.

- v. Road Improvements consisting of construction of perimeter road and thoroughfare improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices necessary to provide street access to all of the Assessed Property within the PID, as well as access to community roadways and state highways.
 - vi. Soft Costs consisting of costs related to designing, constructing, and installing the Major Improvements including land planning and design, city fees, engineering, soil testing, survey, construction management, and contingency, costs associated with financing the Major Improvements, and a portion of the costs incurred in the establishment, administration and operation of the PID.
- 2. Phase 1 Improvements** - All of the Phase 1 Improvements: (i) benefit only the Phase 1 Assessed Property, (ii) will be designed and constructed in accordance with City standards and specifications, and (iii) will be owned and operated by the City. The Phase 1 Improvements consist of the following:
- i. Earthwork Improvements consisting of earthwork, excavation, and erosion control improvements related to the Phase 1 Improvements including clearing and grubbing, tree protection, demolition, excavation, embankment, soil haul-off and import, seeding, retaining walls and erosion control required to construct the Phase 1 Improvements.
 - ii. Water Distribution System Improvements consisting of construction and installation of water lines, mains, pipes, valves and appurtenances, necessary for the water distribution system, as well as related testing, and trench safety necessary to provide water service to the Phase 1 Assessed Property.
 - iii. Sanitary Sewer Improvements consisting of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to the Phase 1 Assessed Property.
 - iv. Storm Drainage Improvements consist of construction and installation of sedimentation basins and drainage structures, retention / detention basins, various sized reinforced concrete pipes, curb inlets, headwalls, detention structures and trench safety necessary to provide storm drainage to the Phase 1 Assessed Property.
 - v. Road Improvements consisting of construction of internal road improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices within the Phase 1.
 - vi. Soft Costs consisting of costs related to designing, constructing, and installing the Phase 1 Improvements including land planning and design, city fees,

engineering, soil testing, survey, construction management, and contingency, costs associated with financing the Major Improvements, and a portion of the costs incurred in the establishment, administration and operation of the PID.

C. Any cost overrun of any category of Major Improvement may be off-set by a cost savings on any other category of Major Improvement, after taking into consideration any applicable provisions of the PID Reimbursement Agreement.

D. Any cost overrun of any category of Phase 1 Improvement may be off-set by a cost savings on any other category of Phase 1 Improvement, after taking into consideration any applicable provisions of the PID Reimbursement Agreement.

E. As described above, all Major Improvements provide a special benefit to all of the Assessed Property within the PID. Certain Major Improvements are part of the City's comprehensive plan and represent only the portion of such improvement that benefits the Assessed Property within the PID; and, to the extent that an improvement is oversized to benefit property outside of the PID, the costs of oversizing will be paid by other sources and not from Assessments.

F. The Authorized Improvements and Actual Costs of the Authorized Improvements are subject to adjustment with each Annual Service Plan Update; provided, however, the total Assessment levied against the Assessed Property shall not increase.

G. Actual Costs will be paid from the net proceeds of PID Bonds, and if the net proceeds are insufficient, from other funds required by the Indenture and provided by the Owner or other developer that is constructing or causing to be constructed the Authorized Improvements or provided from any other legal, unencumbered source. The proposed sources and uses of funds are shown on **Exhibit F.**

H. All Authorized Improvements shall be designed, constructed, installed, and dedicated to the City in accordance with the Zoning Ordinance and with all other applicable City ordinances, as amended.

SECTION IV SERVICE PLAN

The Service Plan attached as **Exhibit G** covers a period of at least five years, including the projected annual costs of the Authorized Improvements and the projected annual indebtedness for the Authorized Improvements. The Service Plan must be reviewed and updated by the City Council at least annually.

SECTION V

ASSESSMENT PLAN

A. Introduction. The Act allows the City Council to apportion the PID costs on the basis of special benefit conferred upon the property because of the Authorized Improvements. The Act provides that such costs may be apportioned: (i) equally per front foot or square foot; (ii) according to the value of property as determined by the City Council, with or without regard to improvements constructed on the property; or (iii) in any other manner approved by the City Council that results in imposing equal shares of such costs on property similarly benefited. The Act further provides that the City Council 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.

B. Findings of 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 City Council, acting in its legislative capacity based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has found and determined:

1. that the Residential Lots receive a special benefit from the Authorized Improvements that equals or exceeds the Assessments; and
2. that the Public Property and HOA Lots do not receive a special benefit from the Authorized Improvements.

C. Apportionment of Costs. The City Council, acting in its legislative capacity based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has found and determined that the costs of the Authorized Improvements should be apportioned as follows:

1. **Phase 1**

The total cost for the Phase 1 Projects is estimated to be \$10,696,332 as shown in **Exhibit F.**

- i. Phase 1 Assessed Property will be assessed \$8,535,000 of the Phase 1 Project costs, as shown in Column 11 of **Exhibit E.**
- ii. Non-Phase 1 Assessed Property will be apportioned \$2,161,332 of the Phase 1 Project costs as follows:

1. **City Reimbursement Agreement** - \$140,739 of the Phase 1 Project costs will be apportioned to the City Reimbursement Agreement, as shown in **Exhibit F**.
2. **Non-PID (Non-Residential) Developer Contribution** - \$122,722 of the Phase 1 Project costs will be apportioned to the non-residential property that is outside the boundaries of the PID, as shown in **Exhibit F**.
3. **PID (Residential) Developer Contribution** - \$1,897,871 of the Phase 1 Project costs provide benefit to the Phase 1 Assessed Property, but will be paid by the Developer, as shown in **Exhibit F** and Column 11 of **Exhibit E**.

2. Major Improvement Area

The total cost for the Major Improvement Area Projects is estimated to be \$12,309,801 as shown in **Exhibit F**.

- i. Major Improvement Area Assessed Property will be assessed \$11,345,000 of the Major Improvement Area Project costs, as shown in Column 13 **Exhibit E**.
- ii. Non-Major Improvement Area Assessed Property will be apportioned \$964,801 of the Major Improvement Area Project costs as follows:
 1. **City Reimbursement Agreement** - \$514,900 of the Major Improvement Area Project costs will be apportioned to the City Reimbursement Agreement, as shown in **Exhibit F**.
 2. **Non-PID (Non-Residential) Developer Contribution** - \$448,982 of the Major Improvement Area Project costs will be apportioned to the non-residential property that is outside the boundaries of the PID, as shown in **Exhibit F**.
 3. **PID (Residential) Developer Contribution** - \$919 of the Major Improvement Area Project costs provide benefit to the Major Improvement Area Assessed Property, but will be paid by the Developer, as shown in **Exhibit F** and Column 13 of **Exhibit E**.

D. Assessment Allocation; Initial Assessment Roll.

1. Phase 1

- i. Assessment Allocation - Section V.C.1(i) states the Phase 1 Assessed Property will be allocated \$8,535,000 of the Phase 1

Project costs. On the date this SAP was adopted by the City, Phase 1 consisted the Phase 1 Parcel described in **Exhibit L**, therefore the full \$8,535,000 is allocated to the Phase 1 Parcel.

- ii. **Phase 1 Assessment Roll** - The initial Phase 1 Assessment Roll is shown on **Exhibit H**. The estimated Annual Installments for each Parcel in Phase 1 are shown **Exhibit J**. The Administrator shall prepare, and submit to the City Council for review and approval proposed revisions to the Assessment Roll and Annual Installments as part of each Annual Service Plan Update.

2. **Major Improvement Area**

- i. **Assessment Allocation** - Section V.C.2(i) states the Major Improvement Area Assessed Property will be allocated \$11,345,000 of the Major Improvement Area Project costs. On the date this SAP was adopted by the City, the Major Improvement Area consisted the Major Improvement Area Parcel described in **Exhibit M**, therefore the full \$11,345,000 is allocated to the Major Improvement Area Parcel.
- ii. **Major Improvement Area Assessment Roll** - The initial Major Improvement Area Assessment Roll is shown on **Exhibit I**. The estimated Annual Installments for each Parcel in the Major Improvement Area are shown on **Exhibit K**. The Administrator shall prepare, and submit to the City Council for review and approval proposed revisions to the Assessment Roll and Annual Installments as part of each Annual Service Plan Update.

E. Administrative Expenses. Administrative Expenses shall be allocated pro rata among all Assessed Property based on the amount of outstanding Assessments.

F. Interest on Assessment; Additional Interest Reserve. The interest rate on Assessments may exceed the interest rate on the PID Bonds by the Additional Interest. The Additional Interest shall be collected as part of each Annual Installment. Under the Indenture, the Additional Interest shall be deposited into a reserve account and segregated from other funds of the City (the "**Additional Interest Reserve**") until the balance in the Additional Interest Reserve equals a maximum of 5% of the outstanding principal balance of the PID Bonds, at which time collection of the Additional Interest shall be suspended until and unless the balance in the Additional Interest Reserve falls below the maximum. If the balance in the Additional Interest Reserve falls below the maximum, the Additional Interest shall be collected in an amount that will restore the Additional Interest Reserve to the maximum amount. The Additional Interest Reserve shall be used to pay Prepayment Costs, Delinquent Collection Costs, and Administrative Expenses as determined by the Administrator and approved by the City Council as part of an Annual Service Plan Update

and in accordance with the Indenture. Delinquent Collection Costs that are paid from the Additional Interest Reserve and later recovered shall be deposited in the Additional Interest Reserve. The City Council, as part of an Annual Service Plan Update, may also, from time to time, apply all or any portion of the balance in the Additional Interest Reserve to reduce Administrative Expenses or to redeem PID Bonds in accordance with the Indenture. The balance, if any, remaining in the Additional Interest Reserve at the maturity of the PID Bonds shall be used to redeem the bonds in accordance with the Indenture. **[TO BE CONFIRMED WITH INDENTURE]**

SECTION VI

ASSESSMENTS AND ANNUAL INSTALLMENTS

A. Assessments and Annual Installments. Assessments and Annual Installments shall be calculated and collected each year in an amount sufficient to pay amount owed under the terms of the PID Reimbursement Agreement, including Administrative Expenses; or, if PID Bonds are issued, in an amount sufficient to pay the principal and interest on the PID Bonds, Administrative Expenses, and the Additional Interest.

B. Reallocation of Assessments upon Division or Consolidation of Parcels.

1. If a Parcel is divided, the Administrator shall allocate the Assessment against the Lot before the division to the newly created Lots and approved by the City Council in the next Annual Service Plan Update as follows:

- i. Upon Division Prior to Recording of Subdivision Plat – Upon the division of any Assessed Property (without the recording of subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

$$A = B \times (C \div D)$$

where:

- A = the Assessment for the new divided Assessed Property
- B = the Assessment for the Assessed Property prior to division
- C = the estimated buildout value of the new divided Assessed Property
- D = the sum of the estimated buildout value for all of the new divided Assessed Properties

The calculation of the acreage of an Assessed Property shall be performed by the Administrator based on information available in the official public records of the County regarding the Assessed Property. The calculation as confirmed by the City Council shall be conclusive.

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an

Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this Service and Assessment Plan approved by the City Council.

- i. Upon Subdivision by a Recorded Subdivision Plat – Upon the subdivision of any Assessed Property based on a recorded Subdivision Plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots according to the following formula:

$$A = [B \times (C \div D)] / E$$

where:

- A = the Assessment for the new subdivided Lot
- B = the Assessment for the Parcel prior to subdivision
- C = the sum of the estimated average buildout value of all new subdivided Lots with same Lot Type
- D = the sum of the estimated average buildout value for all of the new subdivided Lots excluding Non-Benefitted Property
- E = the number of Lots with same Lot Type

Prior to the recording of a subdivision plat, the Owner shall provide the City an estimated buildout value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat considering factors such as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, discussions with homebuilders, and any other factors that may impact value. The calculation of the estimated average buildout value for a Lot shall be performed by the Administrator and confirmed by the City Council based on information provided by the Owner, homebuilders, third party consultants, and/or the official public records of the County regarding the Lot.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this Service and Assessment Plan approved by the City Council.

2. If two or more Lots or Parcels are consolidated, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be approved by the City Council in the next Annual Service Plan Update.
3. If, as a result of any replat, the sum of the Assessments against the replatted Lot(s) exceeds the sum of the Assessments before the replat, then prior to recording

the replat the person(s) requesting the replat must prepay the amount by which the Assessment for the replatted Lot(s) exceeds the sum of the Assessments before the replat. The replat shall not be recorded without a letter from the Administrator confirming that the payment has been made.

4. The reallocation of an Assessment against a Lot after the Lot has been designated as a homestead under Texas law may not exceed the Assessment against the homestead Lot prior to the reallocation.

C. **Mandatory Prepayment of Assessments.** If Assessed Property is transferred to a person or entity that is exempt from payment of the Assessment, the owner transferring the Assessed Property shall pay the full amount of the Assessment, plus Prepayment Costs and any Delinquent Collection Costs to the Administrator, prior to the transfer. If the owner of Assessed Property causes the Assessed Property to become Non-Benefited Property, the owner causing the change in status shall pay the full amount of the Assessment, plus Prepayment Costs and any Delinquent Collection Costs, prior to the change in status.

D. **Reduction of Assessments.**

1. If PID Bonds are issued and the Actual Costs of completed Authorized Improvements funded with the net proceeds of such PID Bonds are less than the Actual Costs used to calculate the Assessments securing the PID Bonds, then City Council shall reduce each Assessment on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Property equals the reduced Actual Costs. Excess bond proceeds shall be applied to redeem outstanding PID Bonds. Assessments shall never be reduced to an amount less than the outstanding PID Bonds.

2. If some of the Authorized Improvements to be funded by the net proceeds of PID Bonds are not constructed, the City Council shall reduce each Assessment on a pro-rata basis to reflect the Actual Costs that were expended. Excess PID Bond proceeds shall be applied to redeem outstanding PID Bonds. Assessments shall never be reduced to an amount less than the outstanding PID Bonds.

3. The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments to reflect the reduced Assessments.

E. **Payment of Assessments.**

1. The owner of Assessed Property may pay, at any time, all or any part of an Assessment in accordance with the Act. Prepayment Costs, if any, may be paid from capitalized interest or from the Additional Interest Reserve. If an Annual Installment has been billed prior to payment, the Annual Installment shall be due and payable and shall be credited against the payment.

2. If an Assessment is paid in full, with interest: (1) the Administrator shall cause the Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall

terminate; and (4) the City shall provide the owner with a recordable "Notice of PID Assessment Termination."

3. If an Assessment is paid in part, with interest: (1) the Administrator shall cause the Assessment to be reduced and the Assessment Roll revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment and corresponding Annual Installments shall be reduced.

F. Annual Installments.

1. Assessments that are not paid in full shall be due and payable in Annual Installments as shown on the Assessment Roll. Annual Installments are subject to adjustment in each Annual Service Plan Update.

2. The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and updated calculations of Annual Installments. Annual Installments shall be reduced by any credits applied under the Indenture, such as capitalized interest, interest earnings on account balances, and any other funds available to the Trustee for such purposes. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the Act and in the same manner as ad valorem taxes for the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the Act.

3. Sales of Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay the non-delinquent Annual Installments as they become due and payable.

4. If PID Bonds are issued, the City reserves the right to refund PID Bonds in accordance with the Act. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute "PID Bonds."

5. Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be delinquent if not paid prior to February 1 of the following year.

SECTION VII

ADDITIONAL PROVISIONS

A Non-Bank Qualified Debt.

1. If in any calendar year (including 2017) the City issues debt obligations that would be qualified tax-exempt obligations but for the issuance of the PID Bonds or other bonds supporting public improvements for non-City owned development projects, including bonds authorized by the Act, then the Owner shall pay to the City a fee (the "**PID Bond Fee**") to compensate the City for the interest savings the City would have achieved had the debt issued by the City been qualified tax-exempt obligations, provided that all other developers or owners benefitting from the City issuing debt for non-City owned development projects are similarly burdened with an obligation to compensate the City proportionately based on the original principal amount of such PID Bonds or other City debt supporting public improvements for non-City owned development projects. The City and the Owner shall approve an estimate of the PID Bond Fee for all series of PID Bonds at least 10 business days prior to pricing the first series of PID Bonds. The Owner agrees to pay the approved estimated PID Bond Fee to the City on the later of (1) five business days prior to the closing of any series of PID Bonds or other City-issued debt, or (2) five business days after the City and the Owner approve the estimated PID Bond Fee. The City shall not be required to sell any series of PID Bonds until the Owner has paid the approved estimated PID Bond Fee.

2. To the extent any developer or owner (including the Owner, as applicable) has paid all or part of a PID Bond Fee estimate for any particular calendar year, any such PID Bond Fee estimate paid subsequently by a developer or owner (including the Owner, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer or owner (including the Owner, as applicable) as necessary so as to put all developers and owners so paying for the same calendar year in the required payment proportion as set forth above, said reimbursement to be made by the City within 10 business days after its receipt of such subsequent payments of the estimated PID Bond Fee. The City will deposit all payments of a PID Bond Fee estimate received from a developer or owner (including the Owner, as applicable) into a segregated account until such time as (1) the City transfers funds from the segregated account to a capital improvement project fund in conjunction with issuing City debt; and/or (2) the City refunds a portion of the estimated PID Bond Fee consistent with the pro rata formula described above within 10 days of issuing the PID Bonds. On or before January 15th of the following calendar year, the final PID Bond Fee shall be agreed to by the City and the Owner. By January 31st of such year, any funds in excess of the final PID Bond Fee that remain in such segregated account on December 31st of the preceding calendar year shall be refunded to the developers or owners (including the Owner as applicable), and any deficiencies in the estimated PID Bond Fee paid to the City by any developer or owner (including the Owner, as applicable) shall be remitted to the City by the respective developer or owner (including the Owner, as applicable).

B **Calculation Errors.** An owner of Assessed Property claiming that an error has been made in calculating the Assessment Roll or Annual Installments must send written notice of the alleged error to the Administrator within 30 days after the date the Assessment Roll or

Annual Installments were made available for public inspection with the City Secretary. If the owner fails to give such notice, the owner shall be deemed to have accepted the calculations and to have waived any objections. The Administrator shall meet with the owner alleging the error, consider evidence regarding the alleged error, and decide whether an error has been made.

1. If the Administrator determines that no error has occurred, the owner may appeal the determination to the City Council within 30 days after notice of the determination is given to the owner. If the owner fails to appeal within such 30-day period, the owner shall be deemed to have accepted the determination of Administrator and to have waived any objections. If an appeal is timely taken, the City Council shall determine whether or not an error has occurred. If the City Council determines that an error has occurred, the Assessment Roll and Annual Installments shall be revised to correct the error.
2. If the Administrator determines that an error has occurred, notice of the error shall be given to the City Council, and the Administrator shall revise the Assessment Roll and Annual Installments accordingly.
3. Overpayments of Annual Installments shall reduce Annual Installments for following years as determined by the Administrator. Cash refunds shall not be allowed except in the final year that Annual Installments are collected. Except as provided in this Section, determinations by the Administrator shall be final and binding on the owner of the Assessed Property and on the successors and assigns of the owner. Determinations by the City Council shall be final and binding on the owner of the Assessed Property and on the successors and assigns of the owner.

B Amendments. Amendments to this SAP must be made by the City Council in accordance with the Act. To the extent permitted by the Act, this SAP may be amended without notice to owners of Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this SAP.

C Administration and Interpretation. The Administrator shall: (1) perform the obligations of the Administrator as set forth in this SAP; (2) administer the PID for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this SAP. Interpretations of this SAP by the Administrator shall be in writing and shall be appealable to the City Council by owners or developers adversely affected by the interpretation. Appeals shall be decided by the City Council after holding a public hearing at which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners and developers and their successors and assigns.

D Severability. If any provision of this SAP is determined by a court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

E Exhibits. The following Exhibits are attached to and made a part of this SAP for all purposes:

Exhibit A	Legal Description of the Property.
Exhibit B	Depiction of the Property
Exhibit C	General Development Plan
Exhibit D	Illustration of Authorized Improvements
Exhibit E	Authorized Improvement Costs and Apportionment Thereof
Exhibit F	Sources and Uses of Funds
Exhibit G	Service Plan
Exhibit H	Phase 1 Assessment Roll
Exhibit I	Major Improvement Area Assessment Roll
Exhibit J	Projected Annual Installments Phase 1 Parcel
Exhibit K	Projected Annual Installments for Major Improvement Area Parcel
Exhibit L	Legal Description of the Phase 1 Parcel
Exhibit M	Legal Description of the Major Improvement Area Parcel

EXHIBIT A

LEGAL DESCRIPTION

Cambridge Crossing PID Boundary
(484.074 Acres)

BEING a tract of land situated in the RICHARD ALDERSON SURVEY, ABSTRACT NO. 7, F.D. GARY SURVEY, ABSTRACT NO. 360, T. STATEN SURVEY, ABSTRACT NO. 806, and the I.C. WILLIAMSON SURVEY, ABSTRACT NO. 943, Collin County, Texas, and being all of that tract of land conveyed to Tollway/Outer Loop, LP, according to the document filed of record in Document Number 20140827000927480, Deed Records, Collin County, Texas, and being part of that tract of land conveyed to Tollway/Outer Loop, LP, according to the document filed of record in Document Number 20140827000927470, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at 1/2 inch iron rod found in the west line of that tract of land conveyed to Stiles Family Limited Partnership, according to the document filed of record in Document Number 97-0009838, Deed Records, Collin County, Texas, for the southeast corner of that tract of land conveyed to G Bar 7, LTD, according to the document filed of record in Document Number 2005-0015684, Deed Record, Collin County, Texas, being common with the most northerly, northeast corner of said Tollway/Outer Loop, LP tract recorded in Document Number 20140827000927470;

THENCE South 00° 14' 13" East, with said west line, being common with an east line of said Tollway/Outer Loop, LP tract recorded in Document Number 20140827000927470, a distance of 2,005.25 feet to a 1/2 inch iron with a yellow plastic cap found for an interior ell corner of said Tollway/Outer Loop, LP tract recorded in Document Number 20140827000927470, being common with the southwest corner of said Stiles Family Limited Partnership;

THENCE North 89° 32' 06" East, leaving said common corner, with the south line of said Stiles Family Limited Partnership tract, being common with a north line of said Tollway/Outer Loop, LP tract recorded in Document Number 20140827000927470, a distance of 45.12 feet to a point for corner at the beginning of a non-tangent curve to the left having a central angle of 45° 07' 42", a radius of 555.00 feet and a chord bearing and distance of South 23° 59' 42" East, 425.93 feet;

THENCE Leaving said common line, over and across said Tollway\Outer Loop, LP tracts, the following twenty-one (21) courses and distances:

With said curve to the left, an arc distance of 437.14 feet to a point for corner;

South 46° 33' 33" East, a distance of 66.31 feet to a point for corner;

South 43° 26' 27" West, a distance of 141.23 feet to a point for corner at the beginning of a non-tangent curve to the right having a central angle of 40° 48' 57", a radius of 635.80 feet and a chord bearing and distance of South 64° 13' 04" West, 443.41 feet;

With said arc to the right, an arc distance of 452.93 feet to a point for corner;

South 84° 59' 41" West, a distance of 255.37 feet to a point for corner;

South 31° 01' 24" West, a distance of 643.15 feet to a point for corner at the beginning of a non-tangent curve to the left having a central angle of 09° 19' 40", a radius of 3,450.00 feet and a chord bearing and distance of South 63° 38' 26" East, 561.03;

With said curve to the left, an arc distance of 561.65 feet to a point for corner;

South 30° 12' 20" West, a distance of 212.02 feet to a point for corner;

South 56° 24' 40" West, a distance of 66.87 feet to a point for corner;

South 30° 12' 20" West, a distance of 305.10 feet to a point for corner;

South 73° 31' 00" East, a distance of 92.50 feet to a point for corner;

South 84° 54' 46" East, a distance of 65.83 feet to a point for corner;

North 84° 25' 34" East, a distance of 65.77 feet to a point for corner;

North 79° 08' 53" East, a distance of 70.87 feet to a point for corner;

North 87° 16' 52" East, a distance of 85.66 feet to a point for corner;

South 86° 20' 02" East, a distance of 85.64 feet to a point for corner;

South 76° 57' 53" East, a distance of 85.56 feet to a point for corner;

South 71° 27' 10" East, a distance of 284.63 feet to a point for corner;

South 84° 13' 10" East, a distance of 230.45 feet to a point for corner;

South 59° 57' 03" East, a distance of 132.42 feet to a point for corner;

North 89° 46' 31" East, a distance of 502.08 feet to a point for corner in the east line of the above mentioned Tollway/Outer Loop, LP tract recorded in Document Number 20140827000927470, being common with the west line of that tract of land conveyed to Celina Stearman 39, LP, according to the document filed of record in Document Number 20070605000757520, Deed Records, Collin County, Texas;

THENCE South 00° 45' 23" East, with said common line, a distance of 1,525.07 feet to a point in the north line of that tract of land conveyed to Two-J Partners, LLLP, according to the document filed of record in Document Number 20080509000562500, Deed Records, Collin County, Texas, for the southeast corner of said Tollway/Outer Loop, LP tract recorded in Document Number 20140827000927470, being common with the southwest corner of said

Celina Stearman 39, LP tract, from which a 1/2 inch iron rod found bears North 83° 14' 37" West, 0.58 feet;

THENCE North 89° 59' 51" West, leaving said common corner, with the south line of said Tollway/Outer Loop, LP tract recorded in Document Number 20140827000927470, being common with said north line, a distance of 1,275.78 feet to a point for corner from which a 1/2 inch bolt found bears South 89° 40' 46" West, 0.40 feet;

THENCE South 89° 43' 04" West, with the south line of the above mentioned Tollway/Outer Loop, LP tract recorded in Document Number 20140827000927480, being common with said north line, a distance of 2,488.02 feet to a point for the southwest corner of said Tollway/Outer Loop, LP tract recorded in Document Number 20140827000927480, being common with an interior ell corner of said Tollway/Outer Loop, LP tract recorded in Document Number 20140827000927470, from which a 5/8 inch iron rod with a red cap found bears North 88° 43' 32" East, 10.42';

THENCE South 89° 30' 12" West, with the south line of said Tollway/Outer Loop, LP tract recorded in Document Number 20140827000927470, being common with said north line, a distance of 7.94 feet to a point for corner at the beginning of a non-tangent curve to the right having a central angle of 13° 06' 54", a radius of 800.00 feet and a chord bearing and distance of North 60° 51' 54" West, 182.72 feet;

THENCE Leaving said common line, over and across said Tollway/Outer Loop, LP tract recorded in Document Number 20140827000927470, the following four (4) courses and distances:

With said curve to the right, an arc distance of 183.12 feet to a point for corner;

North 54° 18' 27" West, a distance of 819.89 feet to a point for corner at the beginning of a curve to the left having a central angle of 36° 12' 54", a radius of 1,000.00 feet and a chord bearing and distance of North 72° 24' 55" West, 621.60 feet;

With said curve to the left, an arc distance of 632.07 feet to a point for corner;

South 89° 28' 38" West, a distance of 566.10 feet to a point for corner in the approximate center line of Legacy Drive, a variable width right-of-way, (also known as County Road No. 6, being the west line of the above mentioned Tollway/Outer Loop, LP tract recorded in Document Number 20140827000927470, being common with the east line of that tract of land conveyed to Smiley Road, LTD, according to the document filed of record in Document Number 2005-102909, Deed Records, Denton County, Texas;

THENCE North 00° 31' 22" West, with said common line, a distance of 649.11 feet to a 1/2 inch iron rod with a red plastic cap found for the southwest corner of that tract of land conveyed to Stephen Wayne Harris and wife Sandra D. Harris, according to the document filed of record in Volume 3399, Page 27, Deed Records, Collin County, Texas;

THENCE North 89° 19' 12" East, with the south line of said Harris tract, a distance of 290.73 feet to a point for the southeast corner of said Harris tract;

THENCE North 00° 36' 53" West, a distance of 300.52 feet to a 1/2 inch iron rod found in the south line of a tract of land conveyed to Gary Lynn Mitchell and wife, Laura D. Mitchell, according to the document filed of record in Volume 4747, Page 939, Deed Records, Collin County, and being the northeast corner of a tract of land conveyed to Richard Tillery and Spouse, Brinda Tillery, as recorded Volume 5835, Page 4359, Deed Records, Collin County, Texas;

THENCE North 89° 44' 10" East, with the south line of said Mitchell tract, a distance of 10.07 feet to a 1/2 inch iron rod with an orange plastic cap found for the southeast corner of said Mitchell tract;

THENCE North 00° 32' 00" West, with the east line of said Mitchell tract, a distance of 147.35 feet to a 1/2 inch iron rod with an orange plastic cap found for the northeast corner of said Mitchell tract;

THENCE Over and across said Tollway/Outer Loop, LP tract recorded in Document Number 20140827000927470, the following courses and distances:

North 89° 12' 17" East, a distance of 185.76 feet to a point for corner;

North 14° 58' 37" West, a distance of 87.94 feet to a point for corner;

North 12° 51' 30" East, a distance of 87.26 feet to a point for corner;

North 76° 24' 22" East, a distance of 86.62 feet to a point for corner;

North 25° 48' 27" East, a distance of 90.46 feet to a point for corner;

North 89° 26' 57" East, a distance of 76.14 feet to a point for corner;

North 18° 58' 46" East, a distance of 137.79 feet to a point for corner;

North 48° 53' 51" West, a distance of 212.65 feet to a point for corner;

North 41° 44' 39" East, a distance of 67.30 feet to a point for corner;

South 77° 10' 15" East, a distance of 110.02 feet to a point for corner;

North 36° 02' 29" East, a distance of 129.25 feet to a point for corner;

North 54° 45' 03" West, a distance of 156.39 feet to a point for corner;

North 22° 10' 36" East, a distance of 79.15 feet to a point for corner;

North 07° 57' 57" West, a distance of 195.98 feet to a point for corner;

North 57° 19' 58" West, a distance of 85.49 feet to a point for corner;

North 08° 50' 47" East, a distance of 61.81 feet to a point for corner;

North 69° 54' 52" East, a distance of 59.28 feet to a point for corner;

North 12° 45' 50" East, a distance of 73.76 feet to a point for corner;

North 44° 11' 47" West, a distance of 134.41 feet to a point for corner;

North 05° 05' 48" East, a distance of 228.63 feet to a point for corner;

North 45° 43' 20" East, a distance of 145.57 feet to a point for corner;

North 18° 33' 46" East, a distance of 561.71 feet to a point in the south line of that tract of land conveyed to Planetial, LP, according to the document filed of record in Document Number 20091016001276920, Deed Records, Collin County, Texas, being common with a north line of the above mentioned Tollway/Outer Loop, LP tract recorded in Document Number 20140827000927470;

THENCE North 89° 24' 25" East, with said common line, a distance of 325.42 feet to a 5/8 inch iron rod with a yellow plastic cap found for an interior ell corner of said Tollway/Outer Loop, LP tract recorded in Document Number 20140827000927470, being common with the southeast corner of said Planetial, LP tract;

THENCE North 00° 35' 12" West, leaving said common corner, with the east line of said Planetial LP tract, being common with a west line of said Tollway/Outer Loop, LP tract recorded in Document Number 20140827000927470, a distance of 1,053.04 feet to a 1/2 inch iron rod found in the east line of said Planetial, LP tract, for the most westerly, northwest corner of said Tollway/Outer Loop, LP tract recorded in Document Number 20140827000927470, being common with the southwest corner of that tract of land conveyed to Estate of Ruth Monschke, according to the document filed of record in Document Number 94-003492, Deed Records, Collin County, Texas;

THENCE North 89° 23' 58" East, leaving said east line and said common corner, with the north line of said Tollway/Outer Loop, LP tract recorded in Document Number 20140827000927470, being common with the south line of said Estate of Ruth Monschke tract, a distance of 2,483.59 feet to a 1/2 inch iron rod with a yellow plastic cap found for an interior ell corner of said Tollway/Outer Loop, LP tract recorded in Document Number 20140827000927470, being common with the southeast corner of said Estate of Ruth Monschke tract;

THENCE North 00° 45' 41" West, leaving said common corner, with the east line of said Estate of Ruth Monschke tract, being common with a west line of said Tollway/Outer Loop, LP tract recorded in Document Number 20140827000927470, a distance of 659.70 feet to a 1/2 inch iron

rod with a yellow plastic cap found for most northerly, northwest corner of said Tollway/Outer Loop, LP tract recorded in Document Number 20140827000927470, being common with the southwest corner of the above mentioned G Bar 7, LTD tract;

THENCE North 89° 38' 12" East, leaving said east line, with the north line of said Tollway/Outer Loop, LP tract recorded in Document Number 20140827000927470, being common with the south line of said G Bar 7, LTD tract, a distance of 1,028.26 feet to the **POINT OF BEGINNING** and containing 499.074 acres of land, more or less.

SAVE AND EXCEPT the following parcel of land:

15 Acre School Site:

BEING a tract of land situated in the RICHARD ALDERSON SURVEY, ABSTRACT NO. 7, T. STATEN SURVEY, ABSTRACT NO. 806, and the I.C. WILLIAMSON SURVEY, ABSTRACT NO. 943, Collin County, Texas, and being part of that tract of land conveyed to Tollway/Outer Loop, LP, according to the document filed of record in Document Number 20140827000927470, Deed Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod with a yellow plastic cap found for an interior ell corner of said Tollway/Outer Loop, LP tract, being common with the southwest corner of that tract of land conveyed to Stiles Family Limited Partnership, according to the document filed of record in Document Number 97-0009838, Deed Records, Collin County, Texas;

THENCE Leaving said common corner, over and across said Tollway/Outer Loop, LP tract, the following nineteen (19) courses and distances:

South 77° 57' 59" West, a distance of 45.62 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for the **POINT OF BEGINNING** of the tract of land described here in;

South 81° 33' 18" West, a distance of 87.52 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 57° 24' 10" West, a distance of 93.03 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 44° 09' 30" West, a distance of 62.32 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 37° 25' 04" West, a distance of 62.32 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 30° 00' 11" West, a distance of 74.76 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 24° 53' 57" West, a distance of 75.14 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 15° 33' 45" West, a distance of 10.54 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 84° 59' 41" West, a distance of 175.50 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 35° 30' 13" West, a distance of 58.33 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a non-tangent curve to the left having a central angle of 190° 45' 31", a radius of 50.00 feet and a chord bearing and distance of South 16° 58' 32" West, 99.56 feet;

With said curve to the left, an arc distance of 166.47 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 13° 39' 35" West, a distance of 214.40 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a non-tangent curve to the right having a angle of 65° 36' 16", a radius of 325.00 feet and a chord bearing and distance of North 33° 24' 09" West, 352.13 feet;

With said curve to the right, an arc distance of 372.13 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 00° 36' 02" West, a distance of 332.02 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the left having a central angle of 24° 43' 32", a radius of 525.00 feet and a chord bearing and distance of North 12° 57' 48" West, 224.81 feet;

With said curve to the left, an arc distance of 226.56 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

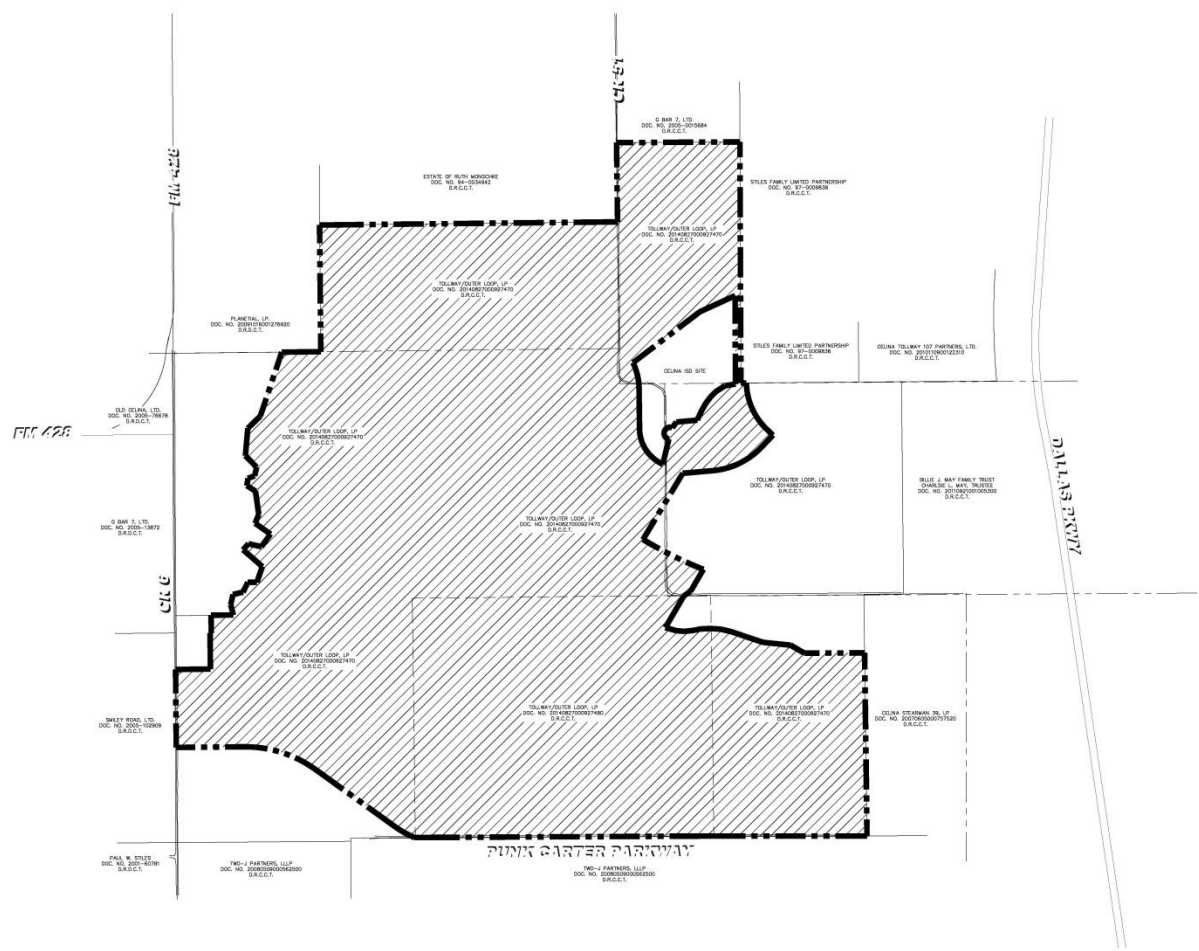
North 52° 42' 56" East, a distance of 698.10 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 65° 27' 32" East, a distance of 324.76 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 00° 14' 13" East, a distance of 715.17 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the left having a central angle of 01° 52' 20", a radius of 645.00 feet and a chord bearing and distance of South 01° 10' 22" East, 21.07 feet;

With said curve to the left, an arc distance of 21.08 feet to the **POINT OF BEGINNING** and containing 15.000 acres of land, more or less.

Exhibit B
Depiction of the Property





DOWDEY ANDERSON
& ASSOCIATES, INC.

PID BOUNDARY EXHIBIT
CAMBRIDGE CROSSING
CELINA, TEXAS



#14037
2017-01-03

Exhibit C
General Development Plan

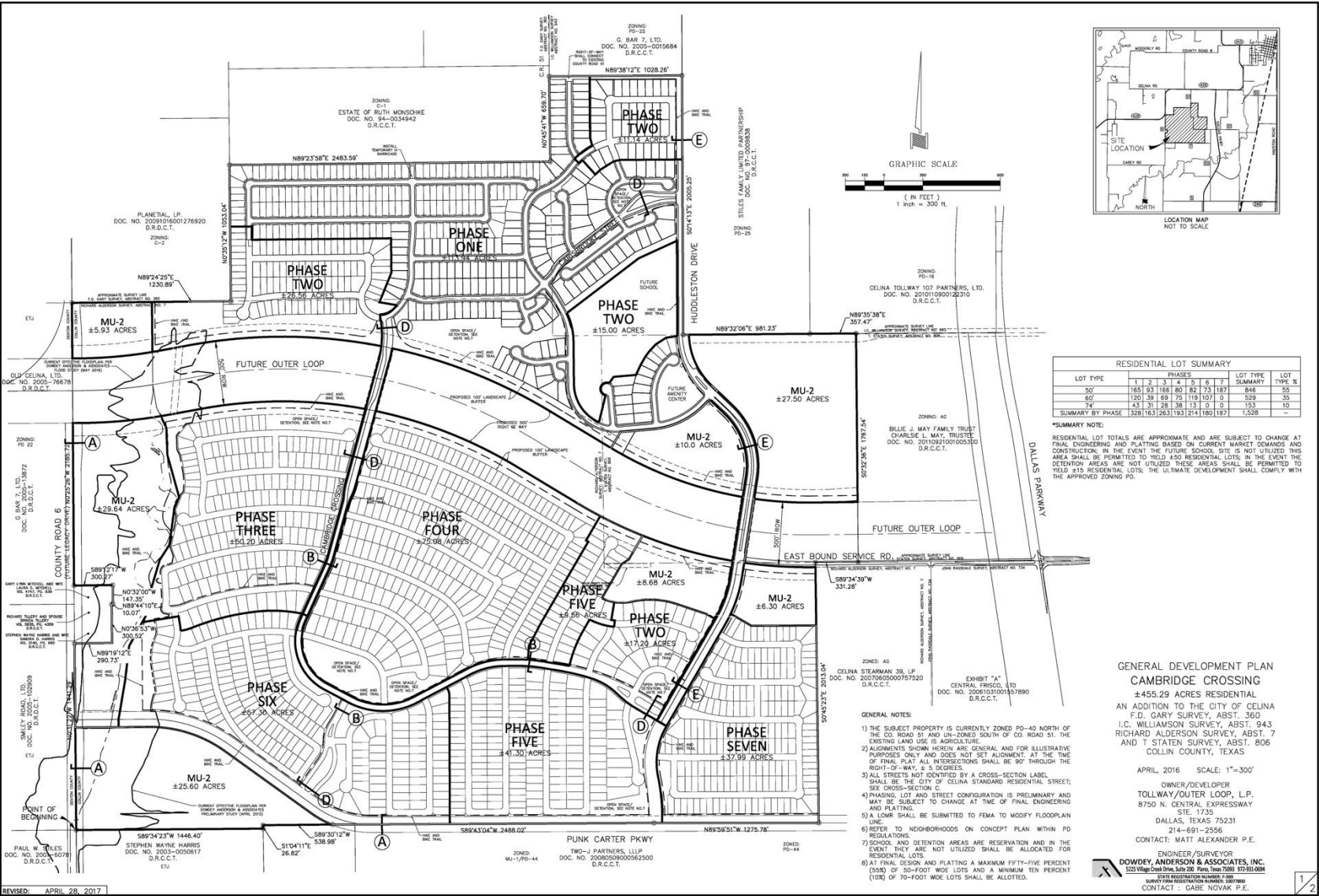


Exhibit D
Illustration of Authorized Improvements

Attachment: Cambridge Crossing PSAP Council Draft 5.5.17 (2033 : Cambridge PID Res Assessment PH and Det Costs)

Exhibit E

Phase 1 Project Costs and Apportionment of Phase 1 Project Costs

		Cost Apportionment Between City and Developer				Cost Apportionment Between and Non-PID (Non-Residential) Property and PID (Residential) Property				Cost Apportionment Between Phase 1 and Major Improvement Area			
(1)	(2)	(3) = (1) x (2)	(4)	(5) = (1) x (4)	(6)	(7) = (5) x (6)	(8)	(9) = (5) x (8)	(10)	(11) = (9) x (10)	(12)	(13) = (9) x (12)	
Total	City	Developer	Non-PID	PID	PID (Phase 1)	PID (Major Imp. Area)							
Cost	%	Cost	%	Cost	%	Cost	%	Cost	%	Cost	%	Cost	
Major Improvements													
Water @ Huddleston Drive	\$28,000	0.00%	\$28,000	100.00%	\$28,000	5.00%	\$26,400	95.00%	\$501,600	21.47%	\$107,673	78.53%	\$93,927
Water @ Outler Loop	\$91,000	0.00%	\$91,000	100.00%	\$91,000	5.00%	\$85,550	95.00%	\$81,450	21.47%	\$88,950	78.53%	\$42,500
Water Distribution	\$234,000	0.00%	\$234,000	100.00%	\$234,000	5.00%	\$221,700	95.00%	\$222,300	21.47%	\$7,719	78.53%	\$74,581
Sanitary Sewer @ Onsite Trunk CIP	\$673,000	48.50%	\$326,405	51.50%	\$346,595	5.00%	\$331,730	95.00%	\$329,265	21.47%	\$70,680	78.53%	\$258,585
Sanitary Sewer @ Offsite Trunk CIP	\$22,000	67.00%	\$14,940	33.00%	\$7,060	5.00%	\$6,563	95.00%	\$32,297	21.47%	\$8,399	78.53%	\$103,898
Sanitary Sewer	\$185,000	0.00%	\$185,000	100.00%	\$185,000	5.00%	\$175,250	95.00%	\$175,750	21.47%	\$7,726	78.53%	\$138,024
Erosion Control	\$10,000	0.00%	\$10,000	100.00%	\$10,000	5.00%	\$5,500	95.00%	\$4,500	21.47%	\$2,432	78.53%	\$82,068
Excavation	\$27,000	0.00%	\$27,000	100.00%	\$27,000	5.00%	\$26,350	95.00%	\$500,650	21.47%	\$107,469	78.53%	\$93,181
Retaining Wall	\$21,000	0.00%	\$21,000	100.00%	\$21,000	5.00%	\$21,050	95.00%	\$99,950	21.47%	\$5,853	78.53%	\$14,097
Storm Sewer	\$2,174,000	0.00%	\$2,174,000	100.00%	\$2,174,000	5.00%	\$208,700	95.00%	\$2,065,300	21.47%	\$43,337	78.53%	\$1,621,963
ROW Reimbursement	\$3,000,000	0.00%	\$3,000,000	100.00%	\$3,000,000	5.00%	\$50,000	95.00%	\$2,850,000	21.47%	\$11,780	78.53%	\$2,238,220
Paving	\$2,298,000	0.00%	\$2,298,000	100.00%	\$2,298,000	5.00%	\$64,900	95.00%	\$133,100	21.47%	\$72,550	78.53%	\$2,460,550
City, Professional, and Misc. Fees	\$26,720	14.23%	\$16,494	85.77%	\$280,226	5.00%	\$4,011	95.00%	\$266,215	21.47%	\$7,146	78.53%	\$209,069
	\$2,089,720		\$55,639		\$1,434,081		\$71,704		\$0,862,377		\$2,331,714		\$530,663
Phase 1 Improvements													
Erosion Control	\$53,000	0.00%	\$53,000	100.00%	\$53,000	0.00%	\$53,000	100.00%	\$53,000	100.00%	\$53,000	0.00%	\$53,000
Excavation	\$1,000	0.00%	\$1,000	100.00%	\$1,000	0.00%	\$1,000	100.00%	\$1,000	100.00%	\$1,000	0.00%	\$1,000
Retaining Wall		0.00%		100.00%		0.00%		100.00%		100.00%		0.00%	
Water	\$1,034,000	0.00%	\$1,034,000	100.00%	\$1,034,000	0.00%	\$1,034,000	100.00%	\$1,034,000	100.00%	\$1,034,000	0.00%	\$1,034,000
Sanitary Sewer	\$71,000	0.00%	\$71,000	100.00%	\$71,000	0.00%	\$71,000	100.00%	\$71,000	100.00%	\$71,000	0.00%	\$71,000
Storm Sewer	\$1,165,000	0.00%	\$1,165,000	100.00%	\$1,165,000	0.00%	\$1,165,000	100.00%	\$1,165,000	100.00%	\$1,165,000	0.00%	\$1,165,000
Paving	\$2,515,000	0.00%	\$2,515,000	100.00%	\$2,515,000	0.00%	\$2,515,000	100.00%	\$2,515,000	100.00%	\$2,515,000	0.00%	\$2,515,000
City, Professional, and Misc. Fees	\$74,000	0.00%	\$74,000	100.00%	\$74,000	0.00%	\$74,000	100.00%	\$74,000	100.00%	\$74,000	0.00%	\$74,000
	\$5,983,000		\$5,983,000		\$5,983,000		\$5,983,000		\$5,983,000		\$5,983,000		\$5,983,000
PID Expenses													
Reserve Fund	\$429,563	0.00%	\$429,563	100.00%	\$429,563	0.00%	\$429,563	100.00%	\$429,563	42.94%	\$183,863	57.06%	\$245,700
Capitalized Interest	\$1,714,650	0.00%	\$1,714,650	100.00%	\$1,714,650	0.00%	\$1,714,650	100.00%	\$1,714,650	42.93%	\$736,144	57.07%	\$978,506
Underwriter Discount	\$96,400	0.00%	\$96,400	100.00%	\$96,400	0.00%	\$96,400	100.00%	\$96,400	42.93%	\$41,050	57.07%	\$55,350
Cost of Issuance	\$192,800	0.00%	\$192,800	100.00%	\$192,800	0.00%	\$192,800	100.00%	\$192,800	42.93%	\$82,100	57.07%	\$110,700
	\$933,413		\$933,413		\$933,413		\$933,413		\$933,413		\$411,156		\$522,256
TOTAL	\$23,006,133		\$55,639		\$22,350,494		\$71,704		\$1,778,789		\$2,432,871		\$1,345,919
Less: Developer Contribution										\$1,897,871)		\$919)	
ASSESSMENT AMOUNT										\$535,000		\$1,345,000	

Exhibit F
Sources and Uses of Funds

	Phase 1	Major Improvement Area	Total
SOURCES OF FUNDS			
PID Bond PAR Amount	\$8,535,000	\$11,345,000	\$19,880,000
Developer Contribution (subject to City Reimbursement Agreement)	\$140,739	\$514,900	\$655,639
Developer Contribution PID (Residential)	\$1,897,871	\$919	\$1,898,789
Developer Contribution Non-PID (Non-Residential)	\$122,722	\$448,982	\$571,704
	<u>\$10,696,332</u>	<u>\$12,309,801</u>	<u>\$23,006,133</u>
USES OF FUNDS			
Improvements allocated to PID	\$8,314,714	\$8,530,663	\$16,845,377
Improvements allocated to City	\$140,739	\$514,900	\$655,639
Improvements allocated to Non-PID Property	\$122,722	\$448,982	\$571,704
Reserve Fund	\$613,863	\$815,700	\$1,429,563
Capitalized Interest	\$736,144	\$978,506	\$1,714,650
Underwriter Discount	\$256,050	\$340,350	\$596,400
Cost of Issuance	\$512,100	\$680,700	\$1,192,800
	<u>\$10,696,332</u>	<u>\$12,309,801</u>	<u>\$23,006,133</u>

**Exhibit G
Service Plan**

Year	Projected Annual Costs	Projected Bond Issue	Projected Funding by Sources other than PID	Projected Annual Installment Due 1/31
PHASE 1				
2017	\$ 10,696,332	\$ 8,535,000	\$ 2,161,332	\$
2018	\$	\$	\$	\$ 2,675
2019	\$	\$	\$	\$ 38,657
2020	\$	\$	\$	\$ 87,150
2021	\$	\$	\$	\$ 84,649
MAJOR IMPROVEMENT AREA				
2017	\$ 2,309,801	\$ 1,345,000	\$ 964,801	\$
2018	\$	\$	\$	\$ 6,725
2019	\$	\$	\$	\$ 73,494
2020	\$	\$	\$	\$ 00,275
2021	\$	\$	\$	\$ 00,274

Exhibit H
Phase 1 Assessment Roll

<u>PARCEL</u>	<u>ASSESSMENT</u>
PHASE 1 PARCEL	\$8,535,000.00

Exhibit I
Major Improvement Area Assessment Roll

<u>PARCEL</u>	<u>ASSESSMENT</u>
MAJOR IMPROVEMENT AREA PARCEL	\$11,345,000.00

Attachment: Cambridge Crossing PSAP Council Draft 5.5.17 (2033 : Cambridge PID Res Assessment PH and Det Costs)

Exhibit J
Projected Annual Installments for Phase 1 Parcel

PHASE 1 PARCEL

Installments Due	Principal	Interest	Administrative Expenses	Additional Interest Reserve	Total Installment
1/31/18	\$ -	\$ -	\$ 30,000.00	\$ 7,070.00	\$ 37,070.00
1/31/19	\$ 20,000.00	\$ 45,381.50	\$ 30,600.00	\$ 7,070.00	\$ 103,051.50
1/31/20	\$ 30,000.00	\$ 83,862.50	\$ 31,212.00	\$ 6,830.00	\$ 151,904.50
1/31/21	\$ 35,000.00	\$ 76,387.50	\$ 31,836.24	\$ 6,570.00	\$ 149,793.74
1/31/22	\$ 45,000.00	\$ 68,625.00	\$ 32,472.96	\$ 6,300.00	\$ 142,397.96
1/31/23	\$ 50,000.00	\$ 60,287.50	\$ 33,122.42	\$ 6,010.00	\$ 139,419.92
1/31/24	\$ 60,000.00	\$ 51,662.50	\$ 33,784.87	\$ 5,710.00	\$ 131,157.37
1/31/25	\$ 70,000.00	\$ 42,462.50	\$ 34,460.57	\$ 2,465.00	\$ 119,388.07
1/31/26	\$ 80,000.00	\$ 32,687.50	\$ 35,149.78		\$ 107,837.28
1/31/27	\$ 90,000.00	\$ 22,337.50	\$ 35,852.78		\$ 96,190.28
1/31/28	\$ 200,000.00	\$ 11,412.50	\$ 36,569.83		\$ 247,982.33
1/31/29	\$ 10,000.00	\$ 99,912.50	\$ 37,301.23		\$ 147,213.73
1/31/30	\$ 25,000.00	\$ 87,837.50	\$ 38,047.25		\$ 150,884.75
1/31/31	\$ 35,000.00	\$ 74,900.00	\$ 38,808.20		\$ 148,708.20
1/31/32	\$ 50,000.00	\$ 61,387.50	\$ 39,584.36		\$ 150,971.86
1/31/33	\$ 65,000.00	\$ 47,012.50	\$ 40,376.05		\$ 152,388.55
1/31/34	\$ 80,000.00	\$ 31,775.00	\$ 41,183.57		\$ 152,958.57
1/31/35	\$ 95,000.00	\$ 15,675.00	\$ 42,007.24		\$ 152,682.24
1/31/36	\$ 15,000.00	\$ 98,712.50	\$ 42,847.39		\$ 156,559.89
1/31/37	\$ 30,000.00	\$ 80,600.00	\$ 43,704.34		\$ 154,304.34
1/31/38	\$ 50,000.00	\$ 61,625.00	\$ 44,578.42		\$ 156,203.42
1/31/39	\$ 70,000.00	\$ 41,500.00	\$ 45,469.99		\$ 156,969.99
1/31/40	\$ 90,000.00	\$ 20,225.00	\$ 46,379.39		\$ 156,604.39
1/31/41	\$ 15,000.00	\$ 97,800.00	\$ 47,306.98		\$ 160,106.98
1/31/42	\$ 35,000.00	\$ 73,937.50	\$ 48,253.12		\$ 157,190.62
1/31/43	\$ 60,000.00	\$ 48,925.00	\$ 49,218.18		\$ 158,143.18
1/31/44	\$ 90,000.00	\$ 22,475.00	\$ 50,202.54		\$ 162,677.54
1/31/45	\$ 15,000.00	\$ 94,300.00	\$ 51,206.59		\$ 160,506.59
1/31/46	\$ 45,000.00	\$ 64,687.50	\$ 52,230.73		\$ 161,918.23
1/31/47	\$ 80,000.00	\$ 33,350.00	\$ 53,275.34		\$ 166,625.34
	\$ 535,000.00				

Note: The figures shown above are estimates only and subject to change on an annual service plan updates. Changes in administrative expenses, reserve fund requirements, interest earnings, or other available offsets.

Exhibit K
Projected Annual Installments for Major Improvement Area Parcel

MAJOR IMPROVEMENT AREA PARCEL

Installments Due	Principal	Interest	Administrative Expenses	Additional Interest Reserve	Total Installment
1/31/18	\$ -	\$ -	\$ 30,000.00	\$ 56,725.00	\$ 86,725.00
1/31/19	\$ 60,000.00	\$ 26,168.50	\$ 30,600.00	\$ 56,725.00	\$ 173,493.50
1/31/20	\$ 70,000.00	\$ 43,137.50	\$ 31,212.00	\$ 55,925.00	\$ 200,274.50
1/31/21	\$ 80,000.00	\$ 33,362.50	\$ 31,836.24	\$ 55,075.00	\$ 200,273.74
1/31/22	\$ 90,000.00	\$ 23,012.50	\$ 32,472.96	\$ 54,175.00	\$ 199,660.46
1/31/23	\$ 100,000.00	\$ 12,087.50	\$ 33,122.42	\$ 53,225.00	\$ 198,434.92
1/31/24	\$ 115,000.00	\$ 600,587.50	\$ 33,784.87	\$ 52,225.00	\$ 901,597.37
1/31/25	\$ 125,000.00	\$ 88,225.00	\$ 34,460.57	\$ 51,150.00	\$ 298,835.57
1/31/26	\$ 140,000.00	\$ 75,287.50	\$ 35,149.78	\$ 50,025.00	\$ 300,462.28
1/31/27	\$ 150,000.00	\$ 61,487.50	\$ 35,852.78	\$ 48,825.00	\$ 296,165.28
1/31/28	\$ 165,000.00	\$ 47,112.50	\$ 36,569.83	\$ 47,175.00	\$ 281,857.33
1/31/29	\$ 180,000.00	\$ 31,875.00	\$ 37,301.23		\$ 249,176.23
1/31/30	\$ 195,000.00	\$ 15,775.00	\$ 38,047.25		\$ 248,822.25
1/31/31	\$ 215,000.00	\$ 98,812.50	\$ 38,808.20		\$ 352,620.70
1/31/32	\$ 235,000.00	\$ 80,700.00	\$ 39,584.36		\$ 355,284.36
1/31/33	\$ 250,000.00	\$ 61,437.50	\$ 40,376.05		\$ 351,813.55
1/31/34	\$ 270,000.00	\$ 41,312.50	\$ 41,183.57		\$ 352,496.07
1/31/35	\$ 295,000.00	\$ 20,037.50	\$ 42,007.24		\$ 357,044.74
1/31/36	\$ 315,000.00	\$ 97,325.00	\$ 42,847.39		\$ 455,172.39
1/31/37	\$ 400,000.00	\$ 73,462.50	\$ 43,704.34		\$ 516,868.84
1/31/38	\$ 465,000.00	\$ 48,162.50	\$ 44,578.42		\$ 557,740.92
1/31/39	\$ 490,000.00	\$ 21,425.00	\$ 45,469.99		\$ 556,894.99
1/31/40	\$ 520,000.00	\$ 93,250.00	\$ 46,379.39		\$ 659,629.39
1/31/41	\$ 550,000.00	\$ 63,350.00	\$ 47,306.98		\$ 660,656.98
1/31/42	\$ 580,000.00	\$ 31,725.00	\$ 48,253.12		\$ 659,978.12
1/31/43	\$ 615,000.00	\$ 98,375.00	\$ 49,218.18		\$ 762,593.18
1/31/44	\$ 650,000.00	\$ 63,012.50	\$ 50,202.54		\$ 763,215.04
1/31/45	\$ 690,000.00	\$ 25,637.50	\$ 51,206.59		\$ 766,844.09
1/31/46	\$ 725,000.00	\$ 5,962.50	\$ 52,230.73		\$ 763,193.23
1/31/47	\$ 770,000.00	\$ 4,275.00	\$ 53,275.34		\$ 867,550.34
	\$ 1,345,000.00				

Note: The figures shown above are estimates only and subject to change on an annual service plan updates. Changes in administrative expenses, reserve fund requirements, interest earnings, or other available offsets.

Exhibit L
Legal Description for Phase 1 Parcel

Attachment: Cambridge Crossing PSAP Council Draft 5.5.17 (2033 : Cambridge PID Res Assessment PH and Det Costs)

Exhibit M
Legal Description for Major Improvement Area Parcel

Attachment: Cambridge Crossing PSAP Council Draft 5.5.17 (2033 : Cambridge PID Res Assessment PH and Det Costs)



Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jay Toutouchian, Finance Director
Date: May 9, 2017
Re: Ordinance Amending the Budget for Fiscal Year 2016-2017

Action Requested:

Consider and act upon an ordinance of the City Council of the City of Celina, Texas, amending the budget for the fiscal year 2016-2017. (Toutouchian)

Background Information:

Additional 65,000 gallon sewer capacity per day from Upper Trinity.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Payment will be made from Sewer Impact Fee fund balance.

Legal Review:

City Attorney has reviewed.

Supporting Documents:

Budget Amendment Ordinance

Staff Recommendation:

**CITY OF CELINA, TEXAS
ORDINANCE 2017-__**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR 2016-2017; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FINDINGS; PROVIDING FOR AMENDMENT; PROVIDING FOR A CUMULATIVE REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; 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, pursuant to the provisions of Subsection (a) of Section 102.007 of Chapter 102 of the Local Government Code and the provisions of Chapter 2.02 of the Home Rule Charter of the City of Celina (hereinafter "the City"), the budget for 2016-2017 fiscal year of the City was finally approved by the City Council, being the governing body thereof, by its Ordinance No. 2016-65, passed and adopted on the _____ day of _____, 20__, (hereinafter the "Budget");

WHEREAS, Subsection (b) of Section 102.009 of the Local Government Code provides that, after final approval of the budget, the governing body of the municipality may spend municipal funds only in strict compliance with the budget, except in an emergency, but Section 102.010 of said Code provides that the provisions of Chapter 102 thereof do not prevent the governing body of such municipality from making changes in the budget for municipal purposes; and

WHEREAS, Subsection (c) of Section 102.009 of said Code provides that the governing body of a municipality may authorize an expenditure as an amendment to the original budget only in the case of grave public necessity to meet an unusual and unforeseen condition that could not have been included in the original budget through the use of reasonably diligent thought and attention; and

WHEREAS, the adoption of this ordinance and the amendment of the Budget is necessary for an in the best interest of the health, safety and general welfare of the inhabitants of the City.

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 TO THE BUDGET**

3.01 A grave public necessity exists and to meet an unusual and unforeseen conditions that could not have been included in the original budget through the use of the reasonably diligent thought and attention and the Budget must be amended and revised with respect of the new or additional receipts and expenditures set forth in Exhibit "A" attached hereto and made a part hereof.

3.02 The proposed changes are set forth in Exhibit "A" attached hereto and made a part hereof.

3.03 All of the changes set forth in Exhibit "A" are for municipal purposes.

3.04 The several amounts stated in Exhibit "A" as the amended or revised expenditures are hereby appropriated to and for the objects and purposes therein named.

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 the budget which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such 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
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 8
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 May, 2017.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Exhibit A AMENDMENT # 17-001

UTILITY IMPACT FEES AMENDMENT

Account No.	Account Description	Current Line Item Budget	Proposed Budget	Increase/ (Decrease)
<u>Expenditures</u>	206 500-00-5441	\$ -	\$ 800,000	\$ 800,000

Summary

Increase (expenditures) in Sewer Impact Fee Fund by \$800,000

Decrease Sewer Impact Fees Fund balance by \$800,000

Budget Amendment to pay for Sutton Fields expense in regards to PID Bonds Issued

Attachment: Exhibit A (2024 : Ordinance Budget Amend FY 2016-17)



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Vicki Faulkner, City Secretary
 CC: Rick Chaffin, Interim City Manager
 Date: May 9, 2017
 Re: Retirement Benefit (Restricted Prior Service Credit)

Action Requested:

Consider and act upon an ordinance of the City of Celina, Texas, amending the city's Code of Ordinances Chapter 9: Personnel, by adding a new Article 9.04: Municipal Retirement System. (Restricted Prior Service Credit) (Millhorn)

Background Information:

Restricted Prior Service Credit adoption is available to the City and can be used to encourage recruitment and retention of employees. It allows military time credit with no limit, and would allow forfeited service time with other cities/governmental entities as well as the other statewide retirement systems if employees got refunds. This is service credit time only with no cost to the employee and no matching funds provided by the city.

There is very minimal impact to a city to adopt it. The only instance where a city could be impacted is if an employee gained sufficient time credit to be able to retire, then that employee would retire sooner than if the employee had worked all the time required for retirement and gained city matching funds, than without the credit.

Board Review/Citizen Input:

N/A

Alternatives:

Financial Considerations:

There is no monetary cost to the city for adopting the ordinance.

Legal Review:

The City Attorney has reviewed the ordinance

Supporting Documents:

Ordinance

Staff Recommendation:

**CITY OF CELINA, TEXAS
ORDINANCE 2017-____**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CITY'S CODE OF ORDINANCES CHAPTER 9: PERSONNEL BY ADDING A NEW ARTICLE 9.04: MUNICIPAL RETIREMENT SYSTEM; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FINDINGS; PROVIDING FOR AMENDMENTS; PROVIDING FOR A CUMULATIVE REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR 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 Texas Government Code, Chapter 853 entitled Creditable Service, Subsection Section 853.305 to authorize the granting of restricted prior service credit to an employee is a member of the retirement system for service previously performed; and

WHEREAS, the City Council has determined that enacting certain regulations regarding credit for service is in the public interest.

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

**SECTION 1
INCORPORATION OF PREMISES**

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

**SECTION 2
FINDINGS**

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

**SECTION 3
AMENDMENTS**

3.01. That the Celina Code of Ordinances, Chapter 9: Personnel is hereby amended by adding a new Article 9.04 entitled Authorization of Restricted Prior Service Credit, which shall read as follows:

"ARTICLE 9.04 MUNICIPAL RETIREMENT SYSTEM

Sec. 9.04.001 Authorization of Restricted Prior Service Credit

(a) On the terms and conditions set out in Sections 853.305 of Subtitle G of Title 8, Texas Government Code, as amended (hereinafter referred to as the "TMRS Act"), each member of the Texas Municipal Retirement System (hereinafter referred to as the "System") who is now or who hereafter becomes an employee of this City shall receive restricted prior service credit for service previously performed as an employee of any of the entities described in said Section 853.305 provided that (1) the person does not otherwise have credited service in the System for that service, and (2) the service meets the requirements of said Section 853.305.

(b) The service credit hereby granted may be used only to satisfy length-of-service requirements for retirement eligibility, has no monetary value in computing the annuity payments allowable to the member, and may not be used in other computations, including computation of Updated Service Credits.

(c) A member seeking to establish restricted prior service credit under this ordinance must take the action required under said Section 853.305 while still an employee of this City."

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

SECTION 4 CUMULATIVE REPEALER CLAUSE

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

SECTION 5 SAVINGS CLAUSE

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting personnel 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
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 8
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 April, 2017.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Rick Chaffin, Interim City Manager
 Date: May 9, 2017
 Re: Building Ordinance Amendment for Fiber Optic Installation

Action Requested:

Consider and act upon an ordinance amending the City of Celina's Code of Ordinances Chapter 3: Building Regulations, Article 3.02: Technical and construction Codes and Standards, Division 2, Residential Code, section 3.02.051 Adopted, Amendments; to add Subsection 3.02.051(C) relating to Smart Home Connectivity; And an amendment to Chapter 3: Building Regulations, Article 3.02, Technical and Construction Codes and Standards, Division 3, Building Code, section 3.02.101 Adopted, amendments; to add subsection 3.02.101(d) relating to Smart Building Technology Infrastructure Connectivity. (Fiber Optic Building Amendment) (Liebman/Cromwell)

Background Information:

The City Council of the City of Celina, Texas ("City Council") has investigated and determined that expanded broadband access via a fiber optic network in the City is a fundamental aspect of the infrastructure required to educate youth, create jobs, promote public safety, improve citizens' standards of living and deliver essential services.

The installation of fiber optic cable facilities on buildings within the City will further the goals of the City's Gigabit City Initiative while at the same time commence the creation of a fiber optic network for the City. In furtherance of these interests, the City Council finds that all newly constructed buildings and structures shall meet or exceed specifications of emerging industry standards for provision of ultra-speed broadband service by installing facilities as set forth in this Ordinance.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Legal Review:

The City's Land Use Attorney has drafted and reviewed the proposed ordinance.

Supporting Documents:

- Proposed Ordinance

Staff Recommendation:

Staff recommends approval as presented.

CITY OF CELINA, TEXAS

ORDINANCE 2017-__

AN ORDINANCE OF THE CITY COUNCIL OF CELINA, TEXAS, AMENDING THE CITY'S CODE OF ORDINANCES, CHAPTER 3: BUILDING REGULATIONS, ARTICLE 3.02: TECHNICAL AND CONSTRUCTION CODES AND STANDARDS, DIVISION 2, RESIDENTIAL CODE, SECTION 3.02.051 ADOPTED, AMENDMENTS; BY THE ADDITION OF SUBSECTION 3.02.051(C) RELATING TO SMART HOME CONNECTIVITY, AND CHAPTER 3: BUILDING REGULATIONS, ARTICLE 3.02: TECHNICAL AND CONSTRUCTION CODES AND STANDARDS, DIVISION 3, BUILDING CODE, SECTION 3.02.101 ADOPTED, AMENDMENTS; BY THE ADDITION OF SUBSECTION 3.02.101(D) RELATING TO SMART BUILDING TECHNOLOGY INFRASTRUCTURE CONNECTIVITY; PROVIDING FOR INCORPORATION OF FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; PROVIDING A PENALTY CLAUSE, SAVINGS/REPEALING CLAUSE, AND SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City is empowered under the Texas Local Government Code, Section 51.001, to adopt an ordinance or rule that is for the good government of the City; and

WHEREAS, the City has adopted the 2012 International Residential Code and 2012 International Building Code and amendments thereto and desires to extend their application to installation of smart building technology and infrastructure on all buildings within the City's jurisdiction; and

WHEREAS, the City Council of the City of Celina, Texas ("City Council") has investigated and determined that expanded broadband access via a fiber optic network in the City is a fundamental aspect of the infrastructure required to educate youth, create jobs, promote public safety, improve citizens' standards of living and deliver essential services; and

WHEREAS, requiring conduit and other facilities to be installed as part of building construction projects or in order to accommodate anticipated future demand for access to internet and telecommunications services will assist the City in responsibly managing such facilities and areas by reducing or eliminating the need for excavation within public streets and rights-of-way when telecommunications service providers seek to connect underground telecommunications facilities to buildings in the future; and

WHEREAS, the City Council finds that the benefits and positive impact associated with the creation of a network of smart buildings within the City have been recognized and acknowledged, and the City desires to incentivize the provision of high-speed broadband internet service to the City's residential and commercial residents and visitors as part of an effort to bridge the digital divide of its citizens and community as part of the City's Gigabit City Initiative; and

WHEREAS, the installation of fiber optic cable facilities on buildings within the City will further the goals of the City's Gigabit City Initiative while at the same time commence the creation of a fiber optic network for the City; and

WHEREAS, the incremental installation of fiber optic facilities on buildings within the City will assist in expediting the realization of a fiber optic network within the City and decrease the costs associated with the construction and creation of such a system; and

WHEREAS, the installation of fiber optic cable facilities on buildings within the City will also provide infrastructure to meet the needs of City departments, public safety organizations and other publicly owned and operated facilities; and

WHEREAS, a fiber-optic connection to buildings will allow better, faster communications with emergency responders; and

WHEREAS, in furtherance of these interests, the City Council finds that all newly constructed buildings and structures shall meet or exceed specifications of emerging industry standards for provision of ultra-speed broadband service by installing facilities as set forth in this Ordinance; and

WHEREAS, the City Council seeks to promote widespread access to the most technologically advanced telecommunications services for all City residents and businesses in a nondiscriminatory manner regarding authorization or placement of facilities in the right-of-way, access to a building, or rates or terms; and

WHEREAS, the City Council has investigated and determined that it would be advantageous and beneficial to the citizens of the City to establish standards for the installation and construction of a fiber optic system on buildings and structures within the City as set forth below.

WHEREAS, the City council has taken into consideration the City's staffing levels and its staff's areas of expertise and determined that the public interest would be well served by the adoption of this ordinance.

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, Chapter 3: Building Regulations, Article 3.02, Technical and Construction Codes and Standards, Division 2, Residential Code, Section 3.02.051 Adopted, amendments, is hereby amended to add subsection 3.02.051(c), to read in its entirety as follows:

“Sec. 3.02.051 Adopted; amendments

...

(c) The city council does hereby adopt amendments to the International Residential Code, 2012 edition, a copy of which shall be kept in the office of the building official. Said amendments are attached hereto (Ordinance 2017-____) as exhibit A and incorporated herein by reference.”

3.02 That the City of Celina Code of Ordinances, Chapter 3: Building Regulations, Article 3.02, Technical and Construction Codes and Standards, Division 3, Building Code, section 3.02.101 Adopted, amendments; is hereby amended to add subsection 3.02.101(d), to read in its entirety as follows:

“Sec. 3.02.101 Adopted; amendments

...

(d) The city council does hereby adopt amendments to the International Building Code, 2012 edition, a copy of which shall be kept in the office of the building official. Said amendments are attached hereto (Ordinance 2017-____) as exhibit B and incorporated herein by reference.”

SECTION 4

PENALTY CLAUSE

Any person, firm, entity or corporation violating any provision of this Ordinance, as it exists or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding FIVE HUNDRED AND 00/100 DOLLARS (\$500.00). Each continuing day’s violation shall constitute a separate offense. The penal provisions imposed

under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 5 **SAVINGS/ REPEALING 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 6 **SEVERABILITY**

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

SECTION 7 **PUBLICATION CLAUSE**

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

SECTION 8 **ENGROSSMENT AND ENROLLMENT**

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

SECTION 9 **EFFECTIVE DATE**

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 11th day of April, 2017.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

Julie Fort, Attorney for the City
City of Celina, Texas

EXHIBIT "A"

2012 International Residential Code APPENDIX R - Smart House Technology Infrastructure Requirements.

Section R101

GENERAL

R101.1 General provisions. The infrastructure described herein and shown on Figures 1 and 2 of this section, are the minimum requirements to be used by the property owner or building contractor in the construction of new residential structures for which a plat is filed after April 11, 2017. All required appurtenances and associated hardware shall also be included for a complete and functioning system. The smart house infrastructure requirements are designed to allow maximum flexibility with minimum aesthetic impact for telecommunications access to newly-constructed residential structures. The basic infrastructure requirements apply to each newly constructed residential structure even though service providers may not utilize each and every component at each location.

R101.2 Smart house requirements. The following requirements are considered minimum:

R101.2.1 A three-foot by three-foot by four-inch depth (3' x 3' x 4" depth) concrete housekeeping pad (the "pad") shall be attached to the newly-constructed residential structure, preferably in the rear portions of the structures nearest to public utility easements. The pad shall be complete and integral to the associated residential structure slab.

R101.2.2 Two four-inch low-voltage and one four-inch 250 V conduits (the "conduits") shall be stubbed up to heights as shown on Figure 1 of this section and extend to the utility easement or right-of-way where telecommunication conduit is to be located. The conduits shall be securely strapped to the newly-constructed residential structure's exterior as required by the National Electrical Code.

R101.2.3 The empty low-voltage four-inch conduit with multi duct shall be capped at a minimum six inches above the finished residential structure slab.

R101.2.4 The four-inch conduit with multi duct and low-voltage/fiber optic cables shall be stubbed up to the associated pull box. The pull box shall be nominally sized at 18 inches wide by 24 inches tall by 12 inches deep (18" W x 24" T x 12" deep), and shall be secured to newly-constructed residential structure's exterior.

R101.2.5 One 120V/20A duplex receptacle (wp/gfci) shall be mounted between pull box and adjacent electrical power disconnect. The source of power to the duplex shall be from an independent system specific to the residential subdivision. The source of power shall not be from the residential system, and shall be labeled as such. This shall be coordinated with all service providers.

R101.2.6 The four-inch 250V conduit shall be extended to height required by the electrical contractor for connection to the newly-constructed residential structure's electrical distribution system. The electrical contractor shall terminate conduit inside service entrance disconnect.

R101.2.7 The property owner or general contractor shall coordinate installation of the pad with the electrical contractor to insure a nominal two-inch sleeve is provided for the National Electric Code required ground rod. The ground rod shall be adjacent to the service entrance disconnect, and driven to a nominal depth of ten feet.

R101.2.8 The property owner or general contractor shall bond the telecommunications pull box to the ground rod with minimum #6 AWG insulated (green/THHN) conductor. Bonding from the service entrance disconnect to the ground rod shall be as shown on specific residential plans.

R101.2.9 At each pad there will be an assortment of active and passive devices furnished and installed by telecommunication service providers. Active devices may include but are not limited to: amplifiers, transceivers, and local power supplies. Passive devices may include but are not limited to: couplers, ports, splitters, line-powered amplifiers, pedestals, and bridges. Each residential subdivision shall have a specific telecommunications distribution system which will further define specific requirements at each residential location. The property owner or general contractor shall submit plans to the city for coordination to site-specific design prior to installing any equipment.

R101.2.10 The developer shall coordinate all utility easements to allow service provider access to the pad.

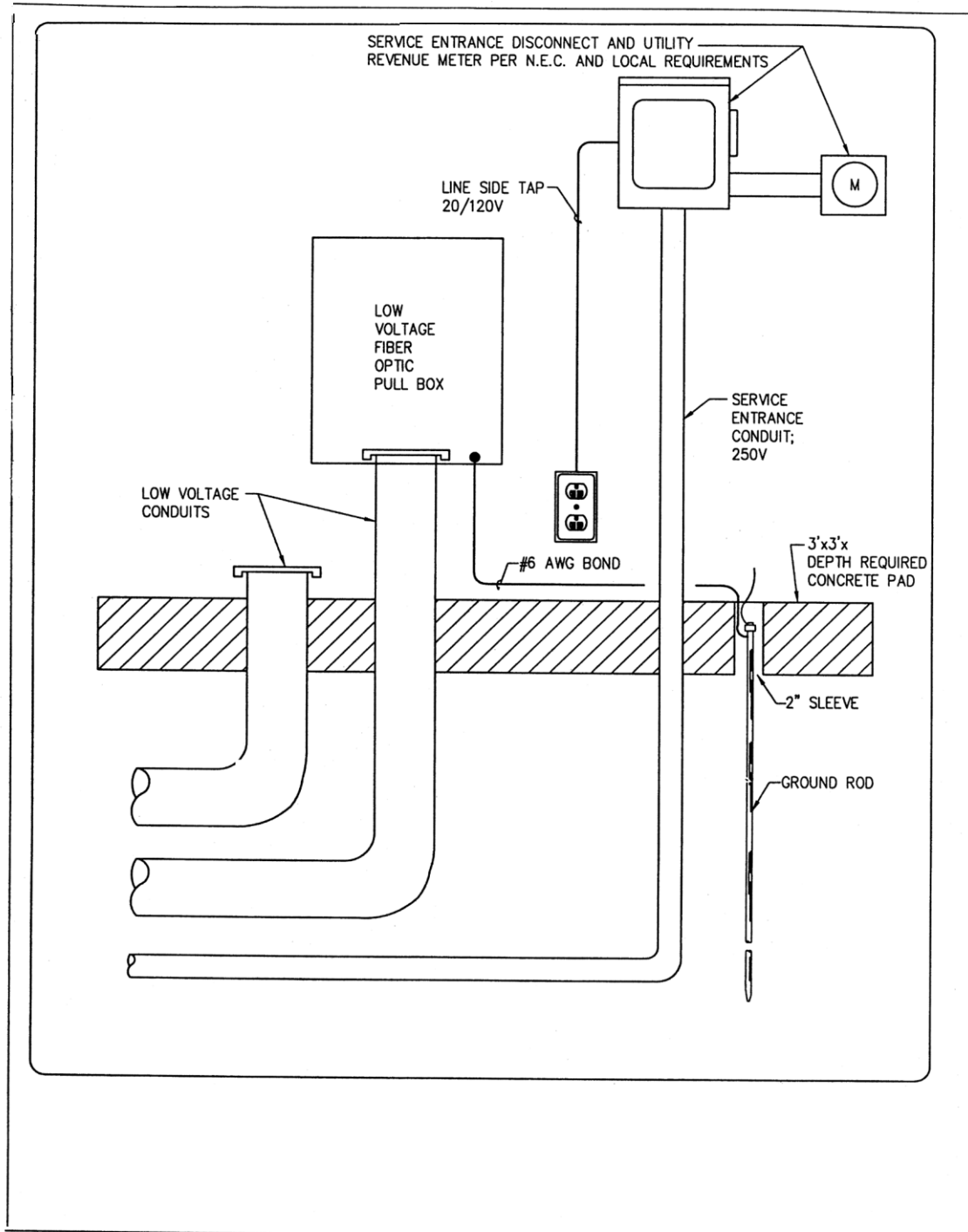


FIGURE 1—TYPICAL ELEVATION VIEW

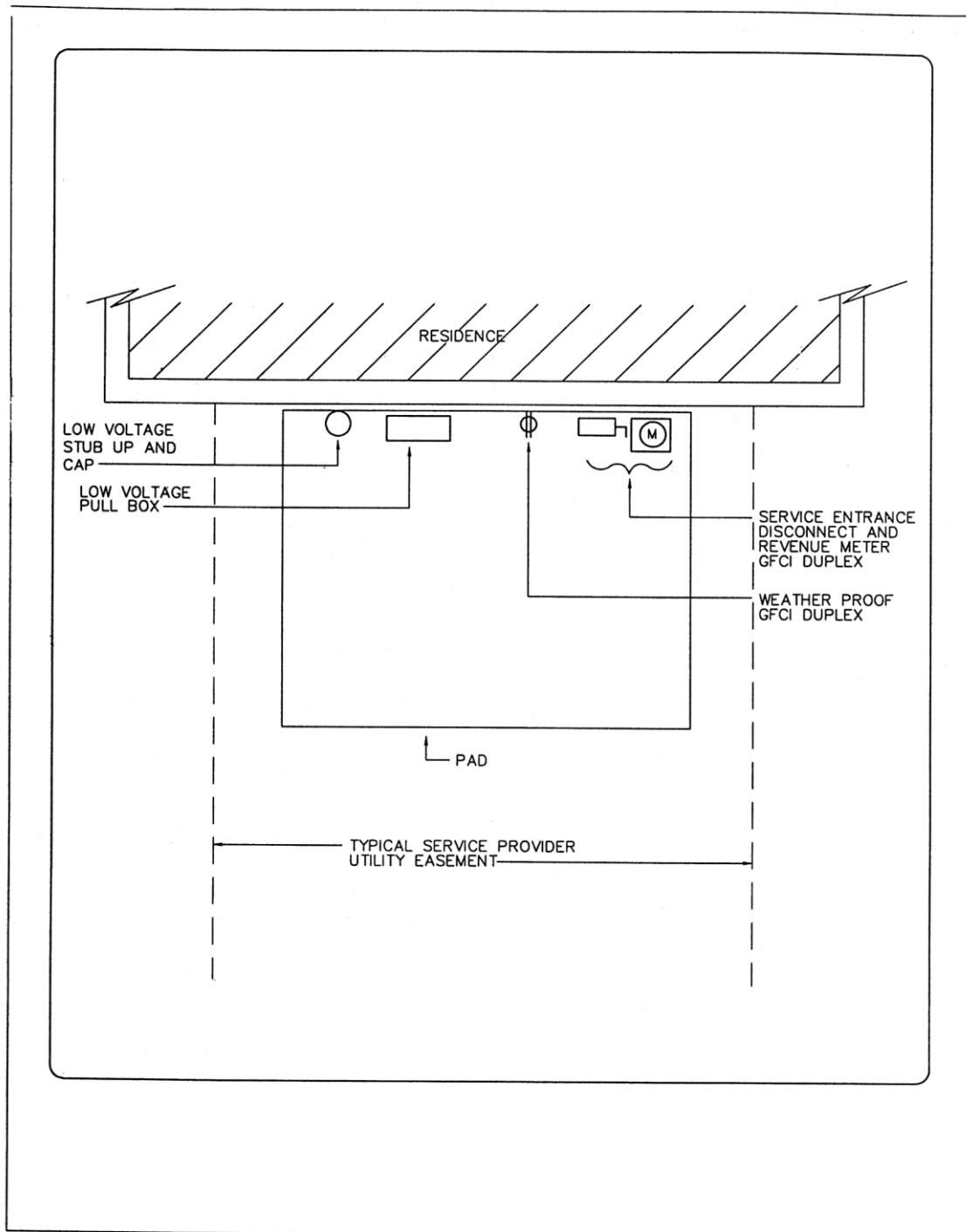


FIGURE 2—TYPICAL PLAN VIEW

EXHIBIT “B”

2012 International Building Code

APPENDIX N - Smart Building Technology Infrastructure Requirements.

Section R101

GENERAL

R101.1 General provisions. The infrastructure described herein and shown on Figures 1 and 2 of this section, are the minimum requirements to be used by the property owner or building contractor in the construction of new buildings for which a plat is filed after April 11, 2017. All required appurtenances and associated hardware shall also be included for a complete and functioning system. The smart building technology infrastructure requirements are designed to allow maximum flexibility with minimum aesthetic impact for telecommunications access to newly-constructed buildings. The basic infrastructure requirements apply to each newly constructed building even though service providers may not utilize each and every component at each location.

R101.2 Smart building technology infrastructure requirements. The following requirements are considered minimum:

R101.2.1 A three-foot by three-foot by four-inch depth (3' x 3' x 4" depth) concrete housekeeping pad (the "pad") shall be attached to the newly-constructed building, preferably in the rear portions of the structures nearest to public utility easements. The pad shall be complete and integral to the associated building structure slab.

R101.2.2 Two four-inch low-voltage and one four-inch 250 V conduits (the "conduits") shall be stubbed up to heights as shown on Figure 1 of this section and extend to the utility easement or right-of-way where telecommunication conduit is to be located. The conduits shall be securely strapped to the newly-constructed building's exterior as required by the National Electrical Code.

R101.2.3 The empty low-voltage four-inch conduit with multi duct shall be capped at a minimum six inches above the finished building structure slab.

R101.2.4 The four-inch conduit with multi duct and low-voltage/fiber optic cables shall be stubbed up to the associated pull box. The pull box shall be nominally sized at 18 inches wide by 24 inches tall by 12 inches deep (18" W x 24" T x 12" deep), and shall be secured to newly-constructed building structure's exterior.

R101.2.5 One 120V/20A duplex receptacle (wp/gfci) shall be mounted between pull box and adjacent electrical power disconnect. The source of power to the duplex shall be from an independent system specific to the building subdivision. The source of power shall not be from the building's system, and shall be labeled as such. This shall be coordinated with all service providers.

R101.2.6 The four-inch 250V conduit shall be extended to height required by the electrical contractor for connection to the newly-constructed building structure's electrical distribution system. The electrical contractor shall terminate conduit inside service entrance disconnect.

R101.2.7 The property owner or general contractor shall coordinate installation of the pad with the electrical contractor to insure a nominal two-inch sleeve is provided for the National Electric Code required ground rod. The ground rod shall be adjacent to the service entrance disconnect, and driven to a nominal depth of ten feet.

R101.2.8 The property owner or general contractor shall bond the telecommunications pull box to the ground rod with minimum #6 AWG insulated (green/THHN) conductor. Bonding from the service entrance disconnect to the ground rod shall be as shown on specific building plans.

R101.2.9 At each pad there will be an assortment of active and passive devices furnished and installed by telecommunication service providers. Active devices may include but are not limited to: amplifiers, transceivers, and local power supplies. Passive devices may include but are not limited to: couplers, ports, splitters, line-powered amplifiers, pedestals, and bridges. Each building subdivision shall have a specific telecommunications distribution system which will further define specific requirements at each building location. The property owner or general contractor shall submit plans to the city for coordination to site-specific design prior to installing any equipment.

R101.2.10 The developer shall coordinate all utility easements to allow service provider access to the pad.

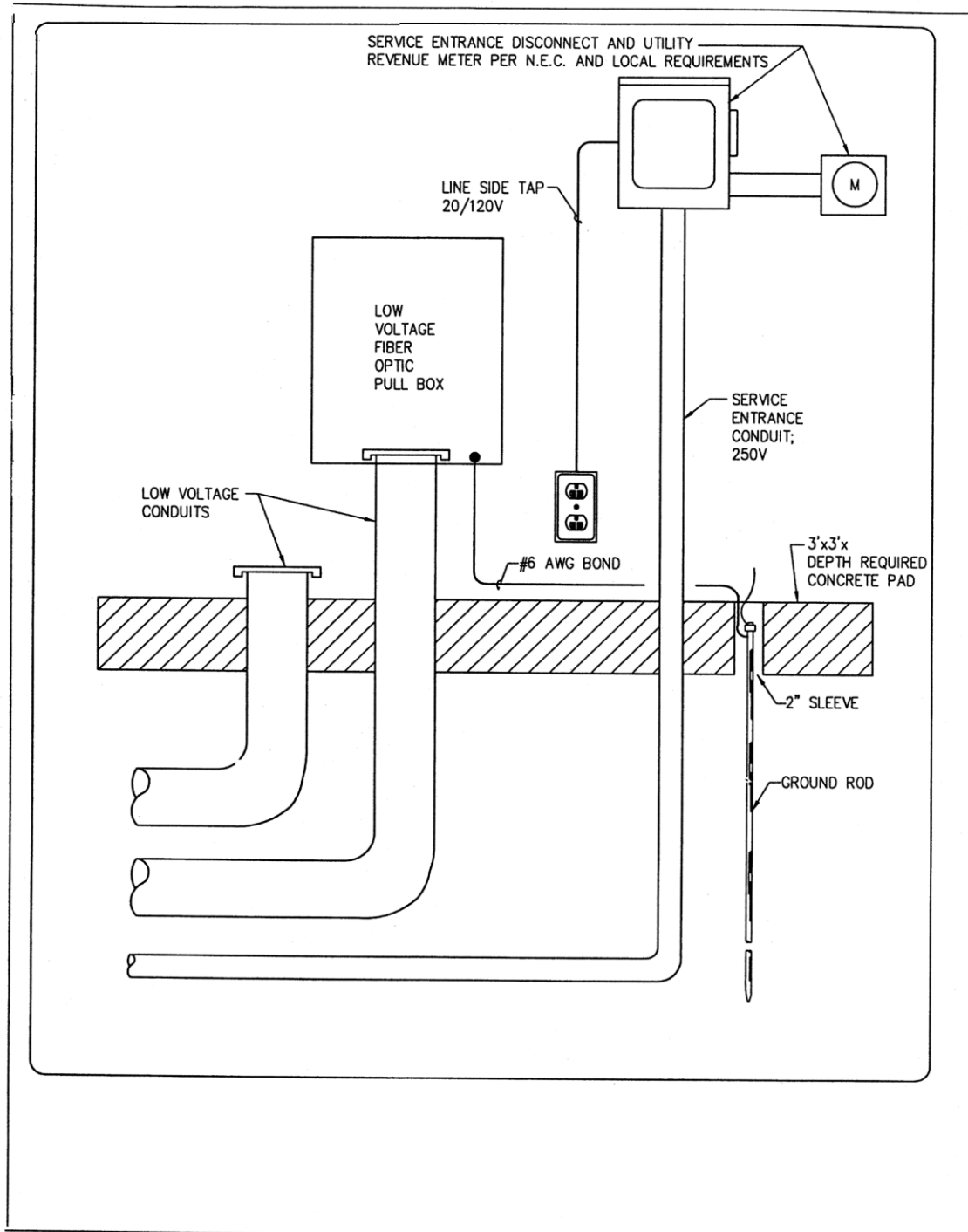


FIGURE 1—TYPICAL ELEVATION VIEW

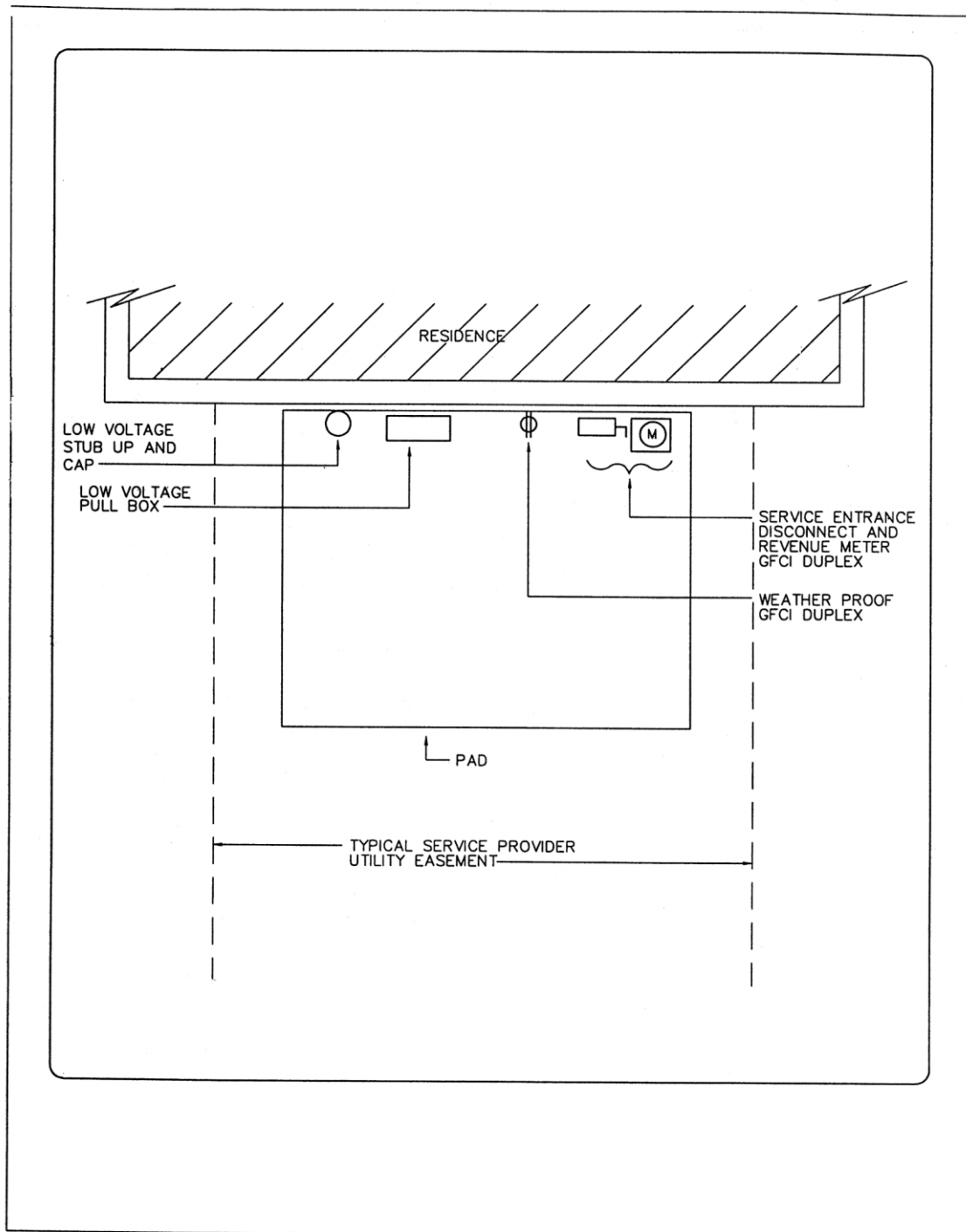


FIGURE 2—TYPICAL PLAN VIEW



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Senior Planner
CC: Rick Chaffin, Interim City Manager
Date: May 9, 2017
Re: Fee Ordinance Amendment for Fiber Optic Installation

Action Requested:

Consider and act upon an ordinance amending the City's Code of Ordinances, Appendix A: Fee Schedule. (Gigabit Fees) (Cromwell)

Background Information:

The proposed fees are in relation to the establishment of the City's Gigabit Policy.

The Costs are intended to cover the engineering costs charged by the Celina Economic Development Corporation's contracted consultants.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City's Land Use Attorney has drafted and reviewed the proposed ordinance.

Supporting Documents:

- Proposed Ordinance

Staff Recommendation:

Staff recommends approval

CITY OF CELINA, TEXAS

ORDINANCE 2017-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CITY'S CODE OF ORDINANCES, APPENDIX A: FEE SCHEDULE, ARTICLE A6.000 SUBDIVISION, ZONING AND LAND USAGE FEES, BY ADDING A NEW SECTION A6.021 CONDUIT AND FIBER OPTIC FEES; 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 PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas ("City Council") has investigated and determined that expanded broadband access via a fiber optic network in the City is a fundamental aspect of the infrastructure required to educate youth, create jobs, promote public safety, improve citizens' standards of living and deliver essential services such as health care; and

WHEREAS, requiring conduit to be installed as part of public improvements projects or developments in order to accommodate anticipated future demand for access to internet and telecommunications services will assist the City in responsibly managing such facilities and areas by reducing or eliminating the need for excavation within public streets and rights-of-way when telecommunications service providers seek to locate underground telecommunications facilities within such streets and public property, easements and rights-of-way in the future; reducing or eliminating the traffic disruption that occurs whenever excavation occurs within or around these areas; and reducing or eliminating the loss of pavement integrity and diminishment of the useful life of pavement that occurs whenever paved or improved streets and rights-of-way are cut and excavated; and

WHEREAS, according to the Federal Communications Commission, the largest cost element for deploying broadband is burying fiber optic cables and conduit underground and the Federal and the Federal Highway Administration has indicated that ninety percent of the cost of deploying broadband is when the work requires significant excavation of the roadway; and

WHEREAS, coordinating road construction projects with the installation of broadband facilities will save on costs incurred by repeated excavation in areas where the entire right-of-way is paved or developed and reduces deployment time by preventing the need to acquire duplicative reviews and permits for work done at the same location; and

WHEREAS, the City seeks to recover a portion of those costs of such services and has determined that the fees are fair, reasonable, and consistent with the actual costs, and the implementation of fees for such services is necessary to cover costs incurred by the City; and

WHEREAS, the City Council has taken into consideration the health, safety, and welfare of the public and the equities of the various interests of the community and determined the adoption of this ordinance is in the best interest of the community.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

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

SECTION 3
AMENDMENTS

3.01 That the Celina Code of Ordinances, Appendix A: Fee Schedule, Article A6.000, Subdivision, Zoning and Land Usage Fees, shall be amended by adding Section A6.021 Conduit and Fiber Optic Fees, which shall read as follows:

“Sec. A6.021 Conduit and Fiber Optic Fees

a) All reasonable costs incurred by the city for professional design and review of subdivision conduit and fiber systems and related materials and construction shall be borne by the applicant and payable to the city prior to final approval of the plat or construction as the case may be. The professional fees shall include, but not necessarily be limited to, outside plant engineering services, development of a work plan, meetings with applicant architects and engineers, engineering a fiber to the home network, construction, inspection of construction, and expenses for related legal fees, land planning and financial analysis in order that the application can be properly evaluated to achieve compliance with the city’s comprehensive plan, thoroughfare plan, facilities plan, comprehensive zoning ordinance, subdivision regulations, building codes and other city regulations.

(b) (1) In accordance with subsection (a) above, engineering of the conduit and fiber network within a subdivision shall be \$2.50 per linear foot. Bill of materials pricing shall be based on actual costs of individual items and volume. Actual costs for construction of conduit and fiber optic networks within the subdivision will be determined and paid prior to acceptance of the conduit construction by the City.

(2) The applicant shall be provided with documentation detailing actual costs of engineering review, bill of materials, and construction costs.

(c) The city manager or his or her designee may refuse to issue any building permits to the applicant or his or her successor or assigns if the fees are not paid.”

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 zoning which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 6 **SEVERABILITY**

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

SECTION 7 **PUBLICATION CLAUSE**

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

SECTION 8 **ENGROSSMENT AND ENROLLMENT**

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

SECTION 9 **EFFECTIVE DATE**

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

AND IT IS SO ORDAINED.

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

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: Fee Ordinance Amendment (1990 : Gigabit Fees)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Rick Chaffin, Interim City Manager
 Date: May 9, 2017
 Re: Consider and take action on participation in the McKinney Urban Transit District (Liebman)

Action Requested:

Consider and act upon participation in the McKinney Urban Transit District. (Liebman)

Background Information:

The City of Celina has been invited to participate in the McKinney Urban Transit District "MUTD" along with the municipalities of Melissa, Anna, Princeton and Lowry Crossing.

The District was created by McKinney to provide transportation services to senior citizens and the disabled. Previously Celina participated in similar programs when the program was serviced by the Texhoma Area Paratransit System "TAPS". However, unlike the "TAPS" service the services provided by the MUTD will initially be limited to residents 65 years in age or above and to those with a physical or mental handicap.

The MUTD board has adopted a hybrid plan which will incorporate both chartered vans and a taxi voucher service for residents. With the taxi voucher program eligible users will be able to purchase a taxi voucher for 25% of the voucher's value with a limit of \$400 per month, per user. For example, a user can purchase a \$400 voucher for \$100, or they can purchase a \$100 voucher for \$25. The number of vouchers issued is subject to state and local funding availability.

Funding from the district will come predominately from state and federal transportation grants with participating municipalities funding 15% of the operational costs. If Celina wishes to participate in the program it has been budgeted that our initial annual contribution, based on our current population, would be approximately \$3,000 and the City would receive approximately \$16,000 worth of ride services. Our yearly contribution is based on our current population relative to the population of the transit district as a whole.

Staff believes that given the small financial contribution needed Celina should participate in the program as it will provide the City with a level of influence and involvement with the district as it grows in the future.

Alternatives:

N/A

Financial Considerations:

The City's initial contribution is expected to be \$3,000 dollars per year.

Legal Review:

N/A

Supporting Documents:

- Proposed Resolution.
- DRAFT First Year Budget for McKinney Urban Transit District

Staff Recommendation:

Staff recommends that the City participate in the McKinney Urban Transit District.

**CITY OF CELINA, TEXAS
RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF CELINA, TEXAS AUTHORIZING CELINA'S
PRARTICIPATION IN THE MCKINNEY URBAN TRANSIT
DISTRICT; AND PROVIDING FOR AN EFFECTIVE
DATE HEREOF.**

WHEREAS, the City of Celina, Texas ("City" has been invited to participate in the McKinney Urban Transit District as a replacement to the Texoma Area Paratransit District;

WHEREAS, the Texoma Area Paratransit District formerly served the City;

WHEREAS, The City's participation in the McKinney Urban Transit District allows the City to receive state and federal public transportation funds; and

WHEREAS, The McKinney Urban Transit District will have no taxing authority without legislative action and voter approval; and

WHEREAS, the City Council of the City of Celina wishes to provide affordable transportation options for its senior and disabled citizens.

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

SECTION 1: The City of Celina, Texas consents to its participation in the McKinney Urban Transit District

SECTION 2: The City of Celina, Texas' annual contribution to the McKinney Urban Transit District will be based on its population relative to the overall population within the McKinney Urban Transit District.

SECTION 3: This Resolution shall take effect immediately upon its passage.

AND IT IS SO RESOLVED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this ____^{9th} day of May, 2017.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

Attachment: MUTD Resolution (2037 : Mckinney Urban Transit District Participation)

[SEAL]

APPROVED AS TO FORM:

Lance Vanzant, Attorney for the City
City of Celina, Texas

URBAN TRANSIT DISTRICT BUDGET - Year 1 (UTD Only)

URBAN TRANSIT DISTRICT		CITY SHARES <i>(based on % of population)</i>						
Account Description	UTD	Celina	Prosper	Princeton	Lowry Crossing	McKinney	Melissa	TOTAL YEAR
<i>Non-Participating Cities Population *</i>		0	17,790	0	0	0	0	
<i>Participating Cities Population *</i>		8,650	0	8,480	1,710	161,470	7,920	188,2
%		4.60%	0.00%	4.51%	0.91%	85.78%	4.21%	10
REVENUES								
TxDOT - State Grant	401,858	18,485	0	18,124	3,657	344,714	16,918	401,8
FTA- Federal Grant <i>(Match TxDOT)</i>	0	0	0	0	0	0	0	
Minimum City Contribution <i>(City Subsidy)</i>	69,159	3,181	0	3,119	629	59,319	2,911	69,1
FTA - Federal Grants <i>(Match City Subsidy)</i>	0	3,181	0	0	629	0	0	3,8
Remaining Federal Grant 2,770,000								
Fare Box Revenues	0	0	0	0	0	0	0	
TOTAL REVENUES	471,017	24,847	0	21,243	4,915	404,033	19,830	474,8
EXPENDITURES								
Administrative Costs								
Salary - Administrative								
Urban Transit Grant Administrator	59,717	2,747	0	2,693	543	51,225	2,514	59,7
Yr 1 Startup Administrative Costs	12,094	556	0	545	110	10,374	509	12,0
Cell Phone Allowance	600	28	0	27	5	515	25	6
FICA	5,539	255	0	250	50	4,752	233	5,5
TMRS	11,935	549	0	538	109	10,238	502	11,9
Hospital & Life Ins	13,687	630	0	617	125	11,741	576	13,6
Wellness Dollars	600	28	0	27	5	515	25	6
Subtotal: Personnel	104,172	4,792	0	4,698	948	89,359	4,386	104,1
Office	250	12	0	11	2	214	11	2
Postage	200	9	0	9	2	172	8	2
Fuel	0	0	0	0	0	0	0	
Computer Hardware/Software <i>(Laptop, MS Office)</i>	1,850	85	0	83	17	1,587	78	1,8
Communications Supplies <i>(Desk Phone, MiFi)</i>	250	12	0	11	2	214	11	2
Subtotal: Supplies	2,550	117	0	115	23	2,187	107	2,5
Maintenance-Radio/Communications <i>(Network connection)</i>	481	22	0	22	4	413	20	4
AEOE - Fleet Parts/Repair	0	0	0	0	0	0	0	
Subtotal: Maintenance	481	22	0	22	4	413	20	4
Communications Services <i>(Phone Service, Wireless Service)</i>	600	28	0	27	5	515	25	6
Mileage	300	14	0	14	3	257	13	3
Travel/Training	2,000	92	0	90	18	1,716	84	2,0
Publications	200	9	0	9	2	172	8	2
Associations	200	9	0	9	2	172	8	2
Administrative Agmt - G&A	513	24	0	23	5	440	22	5
Subtotal: Services/Sundry	3,813	175	0	172	35	3,271	161	3,8
TOTAL ADMINISTRATIVE COSTS	111,016	5,107	0	5,007	1,010	95,230	4,674	111,0
Amount Remaining after Admin		19,741	0	16,236	3,905	308,803	15,156	
Transit Services Cost								
Regional MUZA Services	350,000	16,100	0	15,785	3,185	300,230	14,735	350,0
Surplus/(Deficits) incl match		1,820	0	225	360	4,286	210	6,9

* Source North Central Texas Regional Council of Governments (NCTCOG) Data Center

Attachment: DRAFT Urban Transit District Budget (March 2017) : McKinney Urban Transit District Participation