



**NOTICE OF
CITY COUNCIL SPECIAL MEETING
CELINA COUNCIL CHAMBERS 302 W. WALNUT ST., CELINA, TX 75009
TUESDAY, APRIL 28, 2015 AT 6:00 PM**

AGENDA

I. CALL TO ORDER AND ANNOUNCE OF QUORUM PRESENT:

II. PUBLIC HEARING/ACTION ITEMS:

- A. Conduct a Public Hearing to Consider Testimony and Take Action Regarding an Extraterritorial Jurisdiction Development Agreement for Wells South, Approximately 403.1 Acres Generally Located on the North Side of FM 1461 (Frontier Parkway), South and West of County Road 84, and East of CR 83 (Coit Road), Within the Extraterritorial Jurisdiction of the City of Celina, Collin County, Texas. (Wells South) Liebman

III. ADJOURNMENT:

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

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

Date Notice Removed



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Helen-Eve Liebman, Director of Planning and Development Services
 CC: Mike Foreman, City Manager
 Date: April 28, 2015
 Re: Wells South Development Agreement and ETJ Development Regulations

Action Requested:

Conduct a Public Hearing to Consider Testimony and Take Action Regarding an Extraterritorial Jurisdiction Development Agreement for Wells South, Approximately 403.1 Acres Generally Located on the North Side of FM 1461 (Frontier Parkway), South and West of County Road 84, and East of CR 83 (Coit Road), Within the Extraterritorial Jurisdiction of the City of Celina, Collin County, Texas. (Wells South) Liebman

Background Information:

An application has been made from the Hillwood Company for a Development Agreement with the City of Celina for a 403.1 acre parcel of land called Wells South. This Development Agreement would spell out certain development regulations and other considerations prior to the annexation and subsequent zoning of the property.

The development agreement outlines a number of development options that would facilitate the development of the property, including financial incentives. The City is currently extending water and sewer to the southeast sector of the community and this development will directly benefit from those extensions. A Public Improvement District (PID) is being proposed to finance the onsite public improvements and certain road improvements.

The applicant has contacted adjacent homeowners and associations in an effort to answer any questions they may have. They have also met with homeowners' associations and other adjacent property owners for a presentation and questions & answer session.

The applicant and Staff have worked diligently to bring to the City Council a document and exhibits that will be a benefit to the City of Celina.

Land Use:

The Hillwood Company is proposing to develop the 403.1 acre parcel as a future planned development with primarily single family detached homes. Areas E and F will have the underlying zoning classification of MU-2 (Mixed Use) and will allow the flexibility to develop single family, office, retail and town home uses as the market dictates. The applicant has reserved the use of multiple family land uses to Area F exclusively.

Areas A-D - Single Family Development. Areas A-D are reserved for detached single family residential land uses. The maximum number of each type of housing product does not necessarily equal the total number of lots shown. This allows the developer some flexibility to respond to market demand. The single family tracts will be divided into three lot types, as shown below:

Lot Summary for Areas A, B, C, and D				
Lot Type	Lot Size	Percentage of Total	Net Acres	Density
I	50' Wide Lots	Max. of 50%	294.8	±3.8 du/acre
II	60' Wide Lots	Min. of 30%		
III	70' Wide Lots	Min. of 20%	38.4	
Maximum Total Lots		1,300		

Proposed area regulations for single family detached houses for Lot Types I, II, and III are shown below:

Single Family Lot Regulations			
	Lot Type I	Lot Type II	Lot Type III
Lot width	50'	60'	70'
Lot depth	110'	115'	115'
Min. lot area	5,500 sq. ft.	7,000 sq. ft.	8,500 sq. ft.
Min. front setback	20'	20' (15' if J-swing garage)	25' (15' if J-swing garage)
Min. rear setback	20'	20'	20'
Min. side yard (midblock)	5'	5'	7'
Min. side yard (corner)	15'	15'	15'
Min. front porch setback	15'	15'	15'
Min. roof pitch*	6:12	8:12	8:12
Max. impervious lot coverage**	60 percent	60 percent	60 percent
Min. dwelling size (a/c area)	1,400 sq. ft.	1,800 sq. ft.	2,000 sq. ft.
Accessory Buildings	Minimum front yard setback = 50' Minimum side yard setback (midblock) = 3' Minimum side yard setback (corner) = 15' Minimum rear setback = 3'		

Min. off-street parking	2 parking spaces within an enclosed garage 2 2 unenclosed parking spaces (may occupy setback area)
Exterior materials (primary structure and accessory buildings)	Same as Zoning Ordinance as it exists, except that cementitious fiberboard (e.g. Hardiboard®) may be used in the same vertical plane as the first story if it is interrupted with a roof line or other architectural feature

* Roof pitch does not include roofs over architectural features or enhancements, such as porches and dormers.

** Impervious lot cover applies only to the footprint of an enclosed building and excludes patios, porches (whether covered or uncovered), driveways, sidewalks and other similar improvements that are not part of an enclosed building.

Areas E and F Development. Land uses within Areas E and F shall be mixed use with MU-2 base zoning. Non-residential building materials shall be governed by the requirements of the Zoning Ordinance.

Area E, a 21.5 acre tract located west of the new alignment of Coit Road, allows all the land uses shown on Attachment 2 of the development regulations document, and includes townhomes and single family residential, not to exceed 9 dwelling units/acre. townhome development may utilize zero lot lines or traditional centered placement. No duplex or multiple family development is permitted in Area E.

Area F, a 22.3 acre tract located at the northeast corner of FM 1461(Frontier Parkway) and CR 83 (Coit Road), shall be mixed use with MU-2 base zoning and allows all the land uses shown on Attachment 2 of the development regulations document, with single family residential lots (Type I, II and/or III) also allowed by right, plus multiple family development. Any multiple family development in Area F is proposed at a density of 24 dwelling units/acre with a maximum of 350 multiple family units The density of any single family and townhome residential uses shall not exceed nine dwelling units/acre. Area F shall also provide a minimum of five acres of non-residential uses.

Access. The property shows the three main access points of entry off of FM 1461 and the future alignment of Coit Road. Secondary access points are provided as follows:

- One access point along the northern property line, off of CR 84
- Three access points along the eastern property line, off of CR 84 (these access points are purposely not aligned with the roadways into Twelve Oaks).
- Three additional access points along Coit Road, two to Area B and one to Area C.

Open Space. The applicant is proposing a minimum of 35 acres of open space within the overall 403 acre property, or 11.5% of the tract. The City standard is one acre of open space dedication for every 75 homes. Using the maximum number of homes proposed by the applicant (1,300), the required open space to be dedicated to the City would be 17.33 acres. The applicant has exceeded this requirement.

The open space will be comprised of “pocket parks” located throughout the property, an amenity center overlooking a pond, a community open space adjacent to one of the main entry points off of Coit Road. Additional community open spaces are located surrounding a detention pond near the main entrance off of FM 1461 and surrounding a detention area at the terminus of Saddle Horn Court, a residential street located near the northeast corner of the Hillwood property. The open space will not be owned or maintained by the City of Celina.

Edge Treatment. In lieu of the six-foot masonry screening wall required by the Zoning Ordinance surrounding residential developments, the applicant is proposing a combination of increased landscape setbacks, berms and swales, wrought iron fencing and increased street trees, as illustrated in the Landscape Edge Treatment exhibit, the Artist Concepts for CR 84 and FM 1461, and the Edge Treatment Roadway Sections.

Supporting Documents:

- Draft Development Agreement Document
- Concept Plan
- Open Space & Amenity Diagram
- Community Entry Enlargements
- Cul-de-Sac Layout
- Street System Diagram
- Street Phasing Diagram
- Street Sections
- Landscape Edge Treatment Areas
- Edge Treatment Sections
- Internal Edge Treatment
- Typical Edge Treatment Plan
- Street Tree Program

Legal Review:

The City’s land use attorney is currently reviewing final drafts of the Development Agreement.

Public Notice:

There are no public notice requirements through Texas Local Government Code for ETJ Development agreements. However, Staff chose to publish the public hearing notice and it was published in the Celina Record on March 20, 2015. Additionally, Staff mailed notices to all property owners listed on the most recently approved municipal tax roll within 200 feet of the subject property on March 20, 2015. As of April 10, 2015 staff has received no letters either in support or in opposition to the proposed amendment.

Planning and Zoning Commission Recommendation:

At the meeting on March 31, 2015, the Planning and Zoning Commission voted (6-0) to recommend approval, subject to the satisfactory completion of Staff's remaining comments.

Staff Recommendation:

At the time of agenda packet preparation staff was finalizing the review of the Development Agreement. A draft has been provided for in this document and any revisions will be presented to City Council at the public hearing on April 28, 2015.

Thank you for your consideration of this item, if I can be of any support please contact me at 972-382-2682 ext. 1023 or by email at hliebman@celina-tx.gov.

Staff Recommendation:

Staff Recommends Approval Subject to Conditions.

Thank you for your consideration of this item. If I can be of any support, please contact me at 972-382-2682 x 1071 or by email at vfaulkner@celina-tx.gov.

DEVELOPMENT AGREEMENT (Wells South Tract)

This Development Agreement (this "Agreement") is made and entered into as of the 14th day of April, 2015 (the "Effective Date"), by and between THE CITY OF CELINA, TEXAS (the "City"), a home rule municipality located within Collin County, Texas, and THE GEORGE WHITE FAMILY LIMITED PARTNERSHIP, a Texas limited partnership (the "Owner") (the City and the Owner individually, a "Party" and collectively, the "Parties").

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the City has determined that full development of the Property as provided herein will promote local economic development within the City and will stimulate business and commercial activity within the City;

WHEREAS, such managed growth and voluntary annexation will drive infrastructure investment and job creation, both of which will, in turn, have a multiplier effect that increases both the City's tax base and utility revenues;

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

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

WHEREAS, the Parties have determined that the financing of all or a portion of the costs of the Public Improvements necessary for the development of the Property, can be achieved by means of Chapter 372, Texas Local Government Code, as amended, entitled the Public Improvement District Assessment Act ("PID Act"), as further described in Articles V and VII;

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

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

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

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

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

WHEREAS, the City, on or before March 11, 2015, mailed notices to property owners within 200 feet of the Property notifying such owners that the City's Planning and Zoning Commission would consider Exhibit C and Exhibit D to this Agreement during their March 31, 2015, meeting;

WHEREAS, the City's Planning and Zoning Commission considered Exhibit C and Exhibit D to this Agreement during their March 31, 2015 meeting and recommended to the City Council that the development regulations contained therein be approved;

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

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

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

ARTICLE I REPRESENTATIONS AND DEFINITIONS

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

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

ARTICLE II PURPOSES, CONSIDERATION, AND TERM

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

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

2.03 Term. This Agreement shall have a 30-year term starting on the Effective Date (the "Term"); provided, however, this Agreement shall be void ab initio and shall have no force or effect if, and only if, Hillwood does not purchase the Property within 180 days after the Effective Date. Nothing herein shall obligate Hillwood to purchase the Property. If Hillwood purchases the Property from the Owner, Hillwood shall also be defined as the "Owner" and as a "Party" for purposes of this Agreement.

ARTICLE III REGULATION OF DEVELOPMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (c) a revised Concept Plan is submitted to the City's staff concurrently with the submission of any preliminary plat covering any portion of the property subject to the change;
- (d) the cumulative effect of all revisions does not change the net acreage within any tract by more than 10% (based on the tracts as they are shown on the Concept Plan); and
- (e) the maximum lot count of 1,300 single family living units for Areas A through D, as identified on the Concept Plan is not increased.

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

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

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

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

3.06 Exclusive Fees.

(a) Except as specifically described below in this Section 3.06, the Owner shall be subject to those lawfully adopted fees and charges due and payable to the City in connection with the development of the Property, including, but not limited to, outdoor warning device fees, permit fees and inspection fees.

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

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

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

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

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

(d) In addition to the fees described above, because the Off-Site Utility Debt defined in Section 6.04 below took the form of City-issued certificates of obligation, the Owner will make a one-time escrow deposit with the City in an amount not to exceed \$895,000 which amount will be calculate based on a formula that takes into consideration 50 percent of the interest rate savings between the Off-Site Utility Debt and the allocable share of such Off-Site Utility Debt attributable to the Development (not to exceed eight percent of the costs of Off-Site Improvements) financed at the same interest rate as the first series of PID Bonds (the "Escrow Funds"). The Escrow Funds will be paid when the City makes available to Hillwood the proceeds of the first series of PID Bonds. The City shall use the Escrow Funds only for the following purposes: (a) regional park improvements within two miles of the Property; and (b) park improvements within the Property. If the Escrow Funds have not been used prior to the expiration of the Term, such funds will be reimbursed to Hillwood.

ARTICLE IV ANNEXATION & ZONING

4.01 Annexation and Zoning.

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

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

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

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

4.02 Conditions to Annexation Petition.

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

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

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

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

(b) After the completion of all public hearings required by law for annexation and zoning, the following items will be considered for approval on the same City Council meeting agenda in the order noted, which meeting is expected to occur on August 11, 2015:

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

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

(iii) third, an annexation ordinance for the Property; and

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

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

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

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

ARTICLE V ROAD INFRASTRUCTURE

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

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

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

(c) Hillwood agrees to submit construction drawings to the City for portions of the CR-83 and Coit Road improvements adjacent to the Property concurrently with the platting and development of adjacent portions of the Property as described and depicted on Exhibit H, and to construct such improvements following the City's annexation of, and acquisition of right-of-way and easements needed from third parties for, the full width of the applicable portions of CR-83 and Coit Road, as well as the City's approval of the construction drawings and issuance of all required permits. Such construction drawings may be a separate submittal from the plat for the adjacent portions of the Property. The Coit Road improvements include 100 percent of the four-lane Coit Road alignment bisecting the Property and 50 percent of the two-lane Coit Road

alignment shared by adjacent owners (along a portion of the southwest Property boundary). Two of the four-lane Coit Road improvements bisecting the Property will be constructed concurrently with the platting and development of adjacent portions of the Property (i.e., if one side of Coit Road is platted, such plat does not trigger the construction obligation for all four lanes).

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

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

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

(a) Hillwood's obligation to fund and cause to be constructed the Road Improvements described above is conditioned upon the City funding 44 percent of all costs of such Road Improvements, including, but not limited to City fees (the "City Contribution") in accordance with this Section 5.02. Hillwood is responsible for funding the remaining 56 percent of all costs of such Road Improvements ("Hillwood Contribution"). Hillwood shall give the City at least 180 days written notice that Hillwood will be proceeding with any construction that requires a City Contribution. The City shall place the applicable City Contribution in escrow by the end of such 180-day notice period, and if the City fails to do so after receipt of a written notice and an opportunity to cure in accordance with Section 8.01 (1) Hillwood's obligation to fund and construct the applicable Road Improvements shall automatically be deferred until the subsequent phase of development of the Property, at which time the provisions of this paragraph shall apply; or (2) if Hillwood must construct the applicable Road Improvements to provide required access to the Property, the amount of the unfunded City Contribution shall accrue interest at an annual percentage rate equal to the prime rate plus two percent as of the end of the City's period to cure until such time as the City places the City Contribution in escrow. The City shall pay the City Contribution to Hillwood within 30 days after the applicable Road Improvements are completed and accepted by the City, and any failure by the City to do so shall defer Hillwood's obligation to

construct or fund any Road Improvements until such time as all City Contributions owed to Hillwood under this Agreement have been paid in full to Hillwood.

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

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

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

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

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

5.04 Hillwood Dedications; City Abandonments.

(a) Hillwood will dedicate to the City one-half of the 60-foot right-of-way required for improving the portion of CR-83 and CR-84 adjacent to the Property, and one-half of the 120-foot right-of-way required for improving the portion of Frontier Parkway adjacent to the Property, the value of which shall be credited as the City's local match for the purpose of securing grant funds from Collin County for improvements to Frontier Parkway, CR-83, and CR-84 described and depicted on Attachment 3 to **Exhibit D**.

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

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

(d) The City agrees to abandon and convey to Owner the portion of CR-84 between Coit Road and CR-83. Such abandonment shall occur at the time the future east-west CR-83 is constructed as shown on the 2014 Thoroughfare Plan and following the City's annexation of the roadway segment to be abandoned. The Parties agree that Hillwood's dedications pursuant to this Section 5.04 and the reimbursements of Roadway Fees required by Section 5.02 are adequate consideration for this abandonment and equal the fair market value of the roadway to be abandoned. The abandoned right-of-way will be included in Areas C and D shown on the Concept Plan, and has been included in the gross and net acreages described in the land use area summary table shown on the Concept Plan.

(e) The City agrees to abandon and convey to Owner the portion of CR-83 along the western boundary of Area E, as shown on the Concept Plan. Such abandonment shall occur at the time the future Coit Road is constructed and following the City's annexation of the roadway segment to be abandoned. The Parties agree that Hillwood's dedications pursuant to this Section 5.04 and the reimbursements of Roadway Fees required by Section 5.02 are adequate consideration for this abandonment and equal the fair market value of the roadway to be abandoned. The abandoned right-of-way will be included in Area E shown on the Concept Plan, and has been included in the gross and net acreages described in the land use area summary table shown on the Concept Plan.

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

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

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

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

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

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

ARTICLE VI UTILITY SERVICE PLAN

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

6.02 Water Service.

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

(b) UTRWD Wholesale Water Supply Contract. The City has entered into a Participating Customer Treated Water Supply Contract, dated February 14, 2000, as amended September 22, 2003, with the Upper Trinity Regional Water District ("UTRWD") for wholesale treated water supply which contract may be amended from time to time. The City agrees to amend or take such other appropriate action necessary to secure water supply for the Development at times and in amounts as will permit the continuous and orderly development of the Property pursuant to the Concept Plan and Development Regulations, including, without limitation, for the Owner's anticipated first phase of single family lots in the Development. The City agrees to request input from the Owner for planning purposes, and the Owner agrees to provide information as may be reasonably requested from time to time by the City, to enable the City to plan for the water service demands of the Development.

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

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

6.03 Wastewater Service.

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

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

(c) Wastewater Collection Line. In order to serve the Development, the City has determined to construct an offsite wastewater collection line, together with necessary appurtenances thereto, to the perimeter boundary of the Property that allows the wastewater from the Property to gravity flow into the City's offsite wastewater collection line (collectively, the "Sewer Line"). The Sewer Line will be planned and engineered with the input of the City and the wholesale supplier of wastewater collection and treatment services. The general alignment for the Sewer Line and connection points are depicted on Exhibit G. The City or its designee shall complete construction of the Sewer Line by June 30, 2016. If the City or its designee has not completed construction of the Sewer Line by June 30, 2016, the City, at its sole cost and expense, shall pump and haul wastewater from the Development until the Sewer Line is available to serve the Development.

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

6.04 Public Finance of the Water and Sewer Line.

(a) The City will satisfy all or a portion of its funding obligation for the Water Line and the Sewer Line by using its best efforts to issue debt (the "Off-Site Utility Debt") by June 30, 2015, then using the proceeds of such Off-Site Utility Debt to fund construction of the Water Line and the Sewer Line.

(b) Prior to annexing the Property, the City will levy PID assessments on the Property in an amount equal to the costs of the allocable share of the Water Line and the Sewer Line providing a special benefit to the Property, which share shall be eight percent of the costs of such Water Line and Sewer Line (the "Off-Site Utility Assessments"), the scope of which project is described on Exhibit I, and the City will enter into a grant agreement with the Owner pursuant to Texas Local Government Code Chapter 380 or the TIF Act that provides for the payment of the annual installments of such Off-Site Utility Assessments from a lawfully available source of funds that is not subject to annual appropriations (the "Off-Site Utility Grant Agreement"). The Off-Site Utility Grant Agreement will provide for an offset or credit against the Off-Site Utility Assessments (first on a parcel-by-parcel basis, then on a pooled basis as described in the PID service and assessment plan) in an annual amount equal to the cash balance of ad valorem taxes collected by the City from the Property during the previous year (collectively, the "Annual Off-Site Utility Grant Amount"). The City will prepare each year an updated PID assessment roll confirming the amount of the annual installment owed on the Off-Site Utility Assessments and the reduced assessment amount burdening the Property for the Off-Site Utility Assessments after the City applies against the annual installment for the Off-Site Utility Assessments the Annual Off-Site Utility Grant Amount.

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

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

6.05 Retail Service Rates. It is the express intent of the Parties that the retail water and sanitary sewer rates for each classification of customer will be throughout the portions of the City limits for which the City controls the CCN. Consequently, the retail rates for water and

sanitary sewer service to be provided to the future residents and commercial customers within the Property after annexation shall be at all times and in all respects the same as charged to the same classification of customers within the portions of the City limits for which the City controls the CCN.

ARTICLE VII INFRASTRUCTURE FINANCING

7.01 PID Financing.

(a) Following the receipt of a petition for creation of the PID that is in compliance with the PID Act, the City shall create the PID to satisfy the City's obligations under Section 6.04 and to fund all or a portion of the Public Improvements that will confer a special benefit upon the Property. Concurrently with the Owner's submittal of the petition seeking creation of the PID, the Owner shall deliver to the City a petition for dissolution of the PID, which shall be held in trust by the City and used by the City to dissolve the PID if Hillwood does not purchase the Property within 180 days after the Effective Date.

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

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

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

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

(f) The City and the Owner will jointly determine the PID Project Costs and prepare a Service and Assessment Plan for the PID. After the City approves the final PID Project Costs,

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

(g) The City will use its reasonable efforts to issue one or more series of PID Bonds secured, in whole or in part, by assessments levied against benefited property within the PID. The net proceeds from the sale of PID Bonds (i.e., PID administration costs, net of costs and expenses of issuance and amounts for debt service reserves and capitalized interest) will be used to pay PID Project Costs. Notwithstanding the foregoing, the obligation of the City to issue PID Bonds is conditioned upon the adequacy of the bond security and the financial ability and obligation of the Owner to pay the amount, if any, by which PID Project Costs exceed the net proceeds from the sale of PID Bonds and the amount, if any, of cost overruns. The City may require the Owner to secure its obligation to pay such deficit and cost overruns by providing a performance bond, letter of credit, lender set-aside letter, or other security acceptable to the City prior to the issuance of the PID Bonds. The net proceeds from the sale of the PID Bonds will be deposited in and disbursed from a construction fund created and administered pursuant to the indenture under which the PID Bonds are issued.

7.02 TIF Financing. As a prerequisite to the City's annexation of the Property, the City will, on its own initiative and in compliance with the TIF Act, (a) create a tax increment reinvestment zone ("TIRZ") that includes the Property; (b) approve a project and finance plan that dedicates to the tax increment fund (the "TIF Fund") seventy percent (70%) of all real property ad valorem taxes from the TIRZ during the Term; and (c) approve a development agreement granting all TIF Fund revenue to Hillwood for qualified project costs, including interest, until such costs have been fully reimbursed to Hillwood. Such qualified project costs will include the grants described above required to pay the Annual Off-Site Utility Grant Amount (unless the City and Hillwood enter into a grant agreement pursuant to Texas Local Government Code Chapter 380 to pay the Annual Off-Site Utility Grant Amount). The term of the TIRZ will be the greater of the term of the first series of PID Bonds issued by the City or 20 years.

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

7.04 Costs for Non-Bank Qualified Bonds. If in any calendar year (including 2015) the City issues PID Bonds that would constitute a bank qualified debt issuance but for the issuance of the PID Bonds or other bonds supporting public improvements for non-City owned development projects, including either bonds authorized by Texas Tax Code Chapter 311 or bonds authorized by the PID Act, then the Owner shall pay to the City a fee (the "PID Bond Fee") to compensate the City for the interest savings the City would have achieved had the debt issued by the City

been bank qualified provided that all other developers or owners benefitting from the City issuing debt are similarly burdened with an obligation to compensate the City. The PID Bond Fee of the Owner and all other developers or owners on whose behalf the City issues debt, will be calculated as follows:

The net present value (calculated based on the Internal Revenue Service bond yield as used to calculate the present value of debt savings for refunding bonds) of the interest rate savings that would have accrued to the City had it been able to issue bank qualified debt multiplied by a fraction, the numerator of which is the amount of debt issued by the City for any particular owner or developer (including the Owner, as applicable) and the denominator of which is the total debt issued by the City for the benefit of all owners or developers (including the Owner, as applicable).

To the extent any developer(s) or owner(s) (including the Owner, as applicable) has (have) paid the PID Bond Fee for any particular calendar year, any such PID Bond Fee paid subsequently by a developer or owner (including the Owner, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or owner(s) (including the Owner, as applicable) as necessary so as to put all developers and owners so paying for the same calendar year in the required payment proportion as set forth above, said reimbursement to be made by the City within ten (10) business days after its receipt of such subsequent payments of the PID Bond Fee.

If in any calendar year the City issues PID Bonds on its own account that exceed the amount that would otherwise qualify the City for the issuance of bank qualified debt, or if the City fails to charge the PID Bond Fee to any other developer or owner on whose behalf the City has issued debt, then no PID Bond Fee shall be due under this provision and if any PID Bond Fee had already been paid to the City under this provision, then such PID Bond Fee shall be reimbursed promptly to the Owner.

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

ARTICLE VIII EVENTS OF DEFAULT; REMEDIES

8.01 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than five business days after written notice of the alleged failure has been given in the case of a default of an obligation to make a payment required under this Agreement and 30 days after written notice of the alleged failure in all other cases). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If a Party who has received notice under this Section 8.01 cannot cure an alleged failure to perform within 30

days after receipt of written notice, such Party shall give written notice to the other Party within such 30 day period (a) stating that the Party cannot cure the alleged failure within 30 days after receipt of written notice, and explaining the reason; and (b) providing a date by which such Party can reasonably cure the alleged failure ("Cure Time Notice"). A Party who does not timely provide a Cure Time Notice shall be deemed to be able to cure the alleged failure to perform within 30 days after the initial written notice of the alleged failure has been given.

8.02 Remedies. In addition to the remedies provided by Sections 5.01(e) and 5.02(d), if a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, and injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL:

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

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

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

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

purchaser. Notwithstanding Article X, this Section 8.04 applies to all owners of all or any portion of the Property.

ARTICLE IX ASSIGNMENT AND ENCUMBRANCE

9.01 Assignment by Owner to Successor Owners.

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

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

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

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

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

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

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

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

9.05. Owner's Acknowledgement of the City's Compliance with Federal and State Constitutions, Statutes and Case Law and Federal, State and Local Ordinances, Rules and Regulations/Owners' Waiver and Release of Claims For Obligations Imposed by this Agreement.

(a) The Owner acknowledges and agrees that:

(i) the Public Improvements to be constructed and the fees to be imposed by the City regarding the Property, in whole or in part, under this Agreement do not constitute a: (1) taking under the Texas or United States Constitution; (2) violation of the Texas Local Government Code, as it exists or may be amended; and/or (3) nuisance.

(ii) subject to receiving all contractual offsets, credits and reimbursements for the Public Improvements required by this Agreement, the amount of the Owner's financial or infrastructure contribution for the Public Improvements and the fees required by Section 3.06(c) of this Agreement are roughly proportional to the demand that the Owner's anticipated improvements and the Owner's development of the Property places on the City's infrastructure.

(iii) subject to receiving the reimbursement of the Roadway Fees required by Section 5.02(c) (excluding any amounts forfeited pursuant to Section 5.01(e)) and the City Contribution required by Article V:

(1) the Owner hereby agrees and acknowledges that any portion of the Property which it conveys to the City or any property it acquires for the City pursuant to Section 5.04 of this Agreement is roughly proportional to the benefit received by the Owner for such land, and the Owner hereby waives any claim therefor that it may have, and acknowledges that all prerequisites to such determination of rough proportionality have been met and that any value received by the City relative to said conveyance is related both in nature and extent to the impact of the development of the Property on the City's infrastructure.

(2) with respect to the requirements of Article V of this Agreement only, the Parties agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the Road Improvements, and the Owner releases the City from any and all claims or causes of action based on excessive or illegal exactions.

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

ARTICLE X RECORDATION, RELEASES, AND ESTOPPEL CERTIFICATES

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

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

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

ARTICLE XI ADDITIONAL PROVISIONS

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

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

To the City:	Attn: Mike Foreman, City Manager City of Celina 302 W. Walnut St. Celina, Texas 75009 E-mail: mforeman@celina-tx.gov TEL: (972) 382-2682 FAX: (972) 382-3736
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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
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With a copy to: Attn: Julie Fort
Messer, Rockefeller & Fort , P.L.L.C.
6351 Preston Rd., Ste. 350
Frisco, Texas 75034
E-mail: julie@txmunicipallaw.com
TEL: (972) 668-6400
FAX: (972) 668-6414

To the Owner: Attn: Ms. Marianne D. Wells
The George White Family Limited Partnership

E-mail:mdwells50@gmail.com
TEL: (410) 207-1938
FAX:

To Hillwood: Attn: Brian Carlock
Hillwood Enterprises, L.P.
3090 Olive Street, Suite 300
Dallas, Texas 75219
E-mail:brian.carlock@hillwood.com
TEL: (972) 201-2932
FAX: (972) 201-2959

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

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

11.04 Water Wells. To the extent allowed by state law, water wells may be drilled within the Property for the limited purposes of providing construction water, irrigation water and water required for amenity lakes and other water features; subject, however, to all applicable

rules and regulations of Collin County, the City, and the Texas Commission on Environmental Quality or other State agency having regulatory authority.

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

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

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

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

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

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

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

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

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

Exhibit A	Metes and Bounds Description of Property
Exhibit A-1	Metes and Bounds Description of Each Area Shown on the Concept Plan
Exhibit B	Map of Property
Exhibit C	Concept Plan
Exhibit D	Development Regulations
Exhibit E	Special Regulations
Exhibit F	Alignment of Water Line
Exhibit G	Alignment of Sewer Line
Exhibit H	Road Improvements
Exhibit I	Water Line and Sewer Line Project Scope

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

CITY OF CELINA, TEXAS
"The City"

By: _____
Sean Terry, Mayor

ATTEST:

By: _____
Vicki Faulkner, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

On _____, 2015, before me, the undersigned personally appeared Sean Terry, Mayor, of the City of Celina and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity.

Notary Public in and for the State of TEXAS

SELLER:

THE GEORGE WHITE FAMILY LIMITED PARTNERSHIP

By: WWW Group, LLC,
a Texas limited liability company,
its general partner

By: _____

Name: _____

Title: _____

Date of Execution: _____

PURCHASER:

HILLWOOD ENTERPRISES, L.P.,
a Texas limited partnership

By: _____

Name: _____

Title: _____

Date of Execution: _____

THE STATE OF TEXAS §

§

COUNTY OF DALLAS §

§

This instrument was acknowledged before me on _____, 2015, by
_____, Manager of _____, a Texas limited liability
company, on behalf thereof as the general partner of _____, a Texas limited
partnership, on behalf of said limited partnership.

Notary Public in and for the State of TEXAS

SELLER:

THE GEORGE WHITE FAMILY LIMITED PARTNERSHIP

By: WWW Group, LLC,
a Texas limited liability company,
its general partner

By: _____

Name: _____

Title: _____

Date of Execution: _____

PURCHASER:

HILLWOOD ENTERPRISES, L.P.,
a Texas limited partnership

By: _____

Name: _____

Title: _____

Date of Execution: _____

THE STATE OF TEXAS

§

§

COUNTY OF DALLAS

§

This instrument was acknowledged before me on _____, 2015, by _____, Manager of _____, a Texas limited liability company, on behalf thereof as the general partner of _____, a Texas limited partnership, on behalf of said limited partnership.

Notary Public in and for the State of TEXAS

Exhibit A
Property Description

(400 Acres)

BEING a tract of land situated in the W. Wilhite Survey, Abstract No. 1002 and the Jonathan Westoven Survey, Abstract No. 1030, Collin County, Texas, being all of a called 18.531 acre tract of land described in a Special Warranty Deed to The George White Limited Partnership recorded in Volume 5834, page 478, all of a called 127.069 acre tract of land and a called 26.99 acre tract of land described in a Special Warranty Deed to The George White Limited Partnership recorded in Volume 5834, page 461, and all of a called 214.659 acre tract of land described in Special Warranty Deeds to The George White Limited Partnership recorded in Volume 5834, page 483, Volume 5834, Page 488, Volume 5834, Page 493, Volume 5834, Page 498, Volume 5834, Page 503 and Volume 5946, Page 693, all of the Official Public Records of Real Property of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a PK nail set at the intersection of County Road No. 84, County Road No. 83 and Quail Hollow; said point being the southwest corner of a tract of land described in General Warranty Deed to William K. Wood and Kathy D. Wood recorded in Instrument No. 20071029001470070, Official Public Records of Collin County, Texas; from said point a PK nail found bears North 54°13' East, a distance of 13.4 feet, a PK nail with yellow washer bears North 89°09' East, a distance of 13.7 feet, a 1/2" iron rod found bears North 48°25' West, a distance of 41.2 feet, a 1/2" iron rod found bears South 53°06' West, a distance of 37.0 feet;

THENCE North 89°09'29" East, along the south line of said Wood tract and generally along said County Road No. 84, at a distance of 360.27 feet, passing a PK nail with white washer found, at a distance of 702.60 feet, passing a PK nail with white washer found, at a distance of 1045.10 feet, passing a PK nail with white washer found, in all a total distance of 1387.45 feet to a PK nail with yellow washer found for corner at the intersection of said County Road No. 84 and County Road No. 86; said point being the southeast corner of said Wood tract and the southwest corner of a tract of land described in Special Warranty Deed to Christopher Wesson Bosh and Adrienne Bosh recorded in Instrument No. 20131001001373380, Official Public Records of Real Property of Collin County, Texas; from said point a PK nail with white washer found bears North 15°18' West, a distance of 4.3 feet;

THENCE North 89°05'03" East, along the south line of said Bosh tract and generally along said County Road No. 84, a distance of 1270.15 feet to a PK nail found for corner at the southeast corner of said Bosh tract and the southwest corner of a tract of land described in Warranty Deed to Donald L. Vest recorded in Volume 1344, Page 88 of the Deed Records of Collin County, Texas;

THENCE North 89°04'33" East, along the south line of said Vest tract and generally along said County Road No. 84, a distance of 580.02 feet to a 5/8" iron rod with "KHA" cap set for corner at the southeast corner of said Vest tract; said point being in the west right-of-way line of said County Road No. 84;

THENCE along said west right-of-way line of County Road No. 84, the following courses and distances:

South 00°08'06" East, a distance of 3039.07 feet to a PK nail set for corner; from said point a 1/2" iron rod found bears South 89°24' East, a distance of 30.0 feet;

South 00°07'47" East, a distance of 2245.96 feet to a PK nail set for corner in the north right-of-way line of F.M. 1461 (a variable width right-of-way, 90 feet wide at this point); from said point a 1/2" iron rod with "RPLS 4084" cap bears North 89°46'00" East, a distance of 40.00 feet;

THENCE along the said north right-of-way line of F.M. 1461, the following courses and distances:

South 89°46'00" West, a distance of 2338.62 feet (Deed calls 2329.27 feet) to a 5/8" iron rod with "KHA" cap set at a re-entrant corner;

North 00°14'00" West, a distance of 10.00 feet to a 5/8" iron rod with "KHA" cap set at a re-entrant corner;

South 89°46'00" West, a distance of 878.58 feet (Deed calls 877.70 feet) to a 5/8" iron rod with "KHA" cap set for corner at the southernmost end of a right-of-way corner clip at the intersection of the said north right-of-way line of F.M. 1461 and County Road No. 83;

THENCE North 45°38'30" West, along said right-of-way corner clip, a distance of 128.18 feet (Deed calls 163.70 feet) to a 5/8" iron rod with "KHA" cap set for corner at the northernmost end of said right-of-way corner clip;

THENCE South 89°46'00" West, along the north right-of-way line of said F.M. 1461, a distance of 45.00 feet (Deed calls 35.93 feet) to a PK nail set for corner in said County Road No. 83 at the easternmost southeast corner of a tract of land described in Special Warranty Deed to 1461 Coit, Inc. recorded in Clerk's File No. 93-0113804, Official Public Records of Real Property of Collin County, Texas;

THENCE North 00°57'08" West, departing the north right-of-way line of F.M. 1461, along the east line of said 1461 Coit, Inc. tract and generally along said County Road No. 83, at a distance of 1125.29 feet, passing the northeast corner of said 1461 Coit, Inc. tract, continuing along the east right-of-way line of said County Road No. 83, in all a total distance of 3170.10 feet to a 1" iron rod found for corner in the south line of Lot 8, Block A, Preston Hills II Addition, an addition to Collin County, according to the plat recorded in Cabinet F, Page 678, Map Records of Collin County, Texas;

THENCE North 89°11'16" East, along the south line of said Lot 8, at a distance of 11.59 feet, passing the southernmost southeast corner of said Lot 8 and the west right-of-way line of said County Road No. 83, continuing along the south right-of-way line of said County Road No. 83,

in all a total distance of 197.43 feet (Deed calls 178.2 feet) to a 5/8" iron rod with "KHA" cap set for corner; from said point a 1" iron pipe found bears North 88°40' East, a distance of 8.5 feet;

THENCE along the east right-of-way line of said County Road No. 83, the following courses and distances:

North 01°09'33" West, a distance of 1044.51 feet to a PK nail set at an angle point;

North 01°10'48" West, a distance of 932.07 feet to the POINT OF BEGINNING and containing 400.524 acres (17,446,820 square feet) of land, more or less.

Bearing system of this survey is based on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone 4202.

Exhibit A-1
Metes and Bounds Description of Each Area Shown on the Concept Plan

Description of Area A:

BEING, a tract of land situated in the Jonathan Westover Survey, Abstract No. 1030, Collin County, Texas, and being a portion of two tracts of land as described in instrument to The George White Family, as recorded in County Clerk's File No. 2005-005695 and 2005-005703 of the Official Property Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a PK nail found the southeast corner of The George White Family tract as recorded in County Clerk's File No. 2005-005703, said corner being in the north right-of-way line of F.M. 1461 and the approximate centerline of County Road No. 84;

THENCE, South 89 degrees 46 minutes 00 seconds West along the north right-of-way line of F.M. 1461, a distance of 350.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, departing the north right-of-way line of F.M. 1461 North 00 degrees 07 minutes 47 seconds West, a distance of 2,246.56 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 00 degrees 08 minutes 06 seconds West a distance of 3,034.25 feet to a PK nail set in the north line of the George White Family tract as recorded in County Clerk's File No. 2005-005695, and being in the approximate centerline of County Road No. 84;

THENCE, North 89 degrees 04 minutes 33 seconds East along the north line of the last mentioned George White Family tract and the approximate centerline of County Road No. 84, a distance of 350.03 feet to a 5/8 inch iron rod found with plastic cap stamped "KHA" at the northeast corner of the last mentioned George White Family tract;

THENCE, South 00 degrees 08 minutes 06 seconds East along the east line of the George White Family tracts and the approximate centerline of County Road No. 84, a distance of 3,039.07 feet to a PK nail found;

THENCE, South 00 degrees 07 minutes 47 seconds East continuing along the east line of the George White Family tract as recorded in County Clerk's File No. 2005-005703 and the approximate centerline of County Road No. 84, a distance of 2,245.96 feet to the POINT OF BEGINNING and CONTAINING 42.45 acres of land, more or less.

All bearings are based on the Texas State Plane Coordinate System, N.A.D. 83, North Central Zone.

Description of Area B:

BEING, a tract of land situated in the Jonathan Westover Survey, Abstract No. 1030 and the William Wilhite Survey, Abstract No. 1002, Collin County, Texas, and being a portion of two tracts of land as described in instrument to The George White Family, as recorded in County Clerk's File No. 2005-005695 and 2005-005703 of the Official Property Records of Collin County, Texas, and being more particularly described as follows:

COMMENCING at a PK nail found at the most westerly southwest corner of The George White Family tract as recorded in No. 2005-005703, said corner being in the north right-of-way line of F.M. 1461 and the approximate centerline of County Road No. 83;

THENCE, North 00 degrees 57 minutes 08 seconds West along the west line of last mentioned George White Family tract, a distance of 840.92 feet to a PK nail set at the POINT OF BEGINNING;

THENCE, North 00 degrees 57 minutes 08 seconds West continuing along the west line of last mentioned George White Family tract, a distance of 193.16 feet to a PK nail set at the beginning of a curve to the right having a central angle of 20 degrees 28 minutes 22 seconds, with a radius of 1,200.00 feet, a chord bearing of North 09 degrees 17 minutes 05 seconds East, a chord length of 426.50 feet;

THENCE, along said curve to the right an arc length of 428.78 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 19 degrees 31 minutes 16 seconds East a distance of 3,938.75 feet to a PK nail set in the north line of the George White Family tract as recorded in No. 2005-005695, and being in the approximate centerline of County Road No. 84;

THENCE, North 89 degrees 09 minutes 29 seconds East along the north line of the last mentioned George White Family tract and the approximate centerline of County Road No. 84, a distance of 123.94 feet to a PK nail found;

THENCE, North 89 degrees 05 minutes 03 seconds East continuing along the north line of the last mentioned George White Family tract and the approximate centerline of County Road No. 84, a distance of 1,270.15 feet to a PK nail found;

THENCE, North 89 degrees 04 minutes 33 seconds East continuing along the north line of the last mentioned George White Family tract and the approximate centerline of County Road No. 84, a distance of 229.98 feet to a PK nail set;

THENCE, departing the north line of the last mentioned George White Family tract and the approximate centerline of County Road No. 84, South 00 degrees 08 minutes 06 seconds East a distance of 3,034.25 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 07 minutes 47 seconds East a distance of 2,246.56 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" in the said north right-of-way line of F.M. 1461;

THENCE, South 89 degrees 46 minutes 00 seconds West along the north right-of-way line of F.M. 1461, a distance of 1,866.14 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, departing the north right-of-way line of F.M. 1461 North 00 degrees 39 minutes 56 seconds East, a distance of 939.15 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 51 minutes 22 seconds West a distance of 1,162.63 feet to the POINT OF BEGINNING and CONTAINING 277.4 acres of land, more or less.

All bearings are based on the Texas State Plane Coordinate System, N.A.D. 83, North Central Zone.

Description of Area C:

BEING, a tract of land situated in the William Wilhite Survey, Abstract No. 1002, Collin County, Texas, and being a tract of land as described in instrument to The George White Family, as recorded in County Clerk's File No. 2005-005695 of the Official Property Records of Collin County, Texas, and being more particularly described as follows:

COMMENCING at a PK nail found at the northwest corner of a called 18.551 acre tract of land as described in instrument to The George White Family tract as recorded in No. 2005-005698, said corner being in the intersection of the centerline of County Road No. 83 with the centerline of County Road No. 84;

THENCE, North 89 degrees 09 minutes 29 seconds East with the approximate centerline of County Road No. 84, a distance of 320.01 feet to a PK nail set at the POINT OF BEGINNING and being the northwest corner of said George White Family as recorded in County Clerk's File No. 2005-005695;

THENCE, North 89 degrees 09 minutes 29 seconds East along the north line of the last mentioned George White Family tract and the approximate centerline of County Road No. 84, a distance of 943.51 feet to a PK nail set;

THENCE, departing the north line of the last mentioned George White Family tract and the approximate centerline of County Road No. 84, South 19 degrees 31 minutes 16 seconds West a distance of 1,857.40 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 59 minutes 55 seconds West a distance of 287.27 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" in the west line of the last mentioned George White Family tract;

THENCE, North 01 degree 09 minutes 33 seconds West along the west line of the last mentioned George White Family tract, a distance of 806.82 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 01 degrees 10 minutes 48 seconds West continuing along the west line of the last mentioned George White Family tract a distance of 930.30 feet to the POINT OF BEGINNING and CONTAINING 24.58 acres of land, more or less.

All bearings are based on the Texas State Plane Coordinate System, N.A.D. 83, North Central Zone.

Description of Area D:

BEING, a tract of land situated in the William Wilhite Survey, Abstract No. 1002, Collin County, Texas, and being a tract of land as described in instrument to The George White Family, as recorded in County Clerk's File No. 2005-005698 of the Official Property Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a PK nail found at the northwest corner of the George White Family tract, said corner being in the intersection of the centerline of County Road No. 83 with the centerline of County Road No. 84;

THENCE, North 89 degrees 09 minutes 29 seconds East along the north line of the George White Family tract with the approximate centerline of County Road No. 84, a distance of 320.01 feet to a PK nail set;

THENCE, departing the north line of the George White Family tract and the approximate centerline of County Road No. 84, South 01 degree 10 minutes 48 seconds East, a distance of 930.30 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 01 degree 09 minutes 33 seconds East a distance of 806.82 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 59 minutes 55 seconds West a distance of 320.07 feet to a PK nail set in the west line of the George White Family tract and being in the approximate centerline of the centerline of County Road No. 83;

THENCE, North 01 degree 09 minutes 33 seconds West along the west line of the George White Family tract and the approximate centerline of the centerline of County Road No. 83, a distance of 800.34 feet to a PK nail found;

THENCE, North 01 degrees 10 minutes 48 seconds West continuing along the west line of the George White Family tract a distance of 932.07 feet to the POINT OF BEGINNING and CONTAINING 12.74 acres of land, more or less.

All bearings are based on the Texas State Plane Coordinate System, N.A.D. 83, North Central Zone.

Description of Area E:

BEING, a tract of land situated in the Jonathan Westover Survey, Abstract No. 1030 and the William Wilhite Survey, Abstract No. 1002, Collin County, Texas, and being a portion of three tracts of land as described in instrument to The George White Family, as recorded in County Clerk's File No. 2005-005695, 2005-005698 and 2005-005703 of the Official Property Records of Collin County, Texas, and being more particularly described as follows:

COMMENCING at a PK nail found at the most westerly southwest corner of The George White Family tract as recorded in No. 2005-005703, said corner being in the north right-of-way line of F.M. 1461 and the approximate centerline of County Road No. 83;

THENCE, North 00 degrees 57 minutes 08 seconds West along the west line of last mentioned George White Family tract, a distance of 1,034.09 feet to a PK nail set at the POINT OF BEGINNING;

THENCE, North 00 degrees 57 minutes 08 seconds West continuing along the west line of last mentioned George White Family tract and along the west line of the George White Family tract as recorded in No. 2005-5695, a distance of 2,136.01 feet to a one-inch iron rod found at the most westerly northwest corner of the last mentioned George White Family tract;

THENCE, North 89 degrees 11 minutes 16 seconds East a north line of last mentioned George White Family tract, a distance of 197.43 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the southwest corner of the George White Family tract as recorded in No. 2005-5698;

THENCE, North 01 degree 09 minutes 33 seconds West along the west line of the last mentioned George White Family tract a distance of 244.17 feet to a PK nail set;

THENCE, departing the west line of the last mentioned George White Family tract South 89 degrees 59 minutes 55 seconds East a distance of 607.32 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 19 degrees 31 minutes 16 seconds West a distance of 2,081.35 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a curve to the left having a central angle of 20 degrees 28 minutes 22 seconds, a radius of 1,200.00 feet, a chord bearing of South 09 degrees 17 minutes 05 seconds West, a chord length of 426.50 feet;

THENCE, along said curve to the left an arc length of 428.78 feet to the POINT OF BEGINNING and CONTAINING 18.94 acres of land, more or less.

Description of Area F:

BEING, a 24.38 acre tract of land situated in the Jonathan Westover Survey, Abstract No. 1030, Collin County, Texas, and being a portion of a tract of land as described in instrument to The

George White Family, as recorded in County Clerk's File No. 2005-005703 of the Official Property Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a PK nail found the most westerly southwest corner of The George White Family tract, said corner being in the north right-of-way line of F.M. 1461 and the approximate centerline of County Road No. 83;

THENCE, North 00 degrees 57 minutes 08 seconds West along the west line of The George White Family tract, a distance of 840.93 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, departing The George White Family tract, North 89 degrees 51 minutes 22 seconds East a distance of 1,162.63 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 39 minutes 56 seconds West a distance of 939.15 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" in the north right-of-way line of F.M. 1461;

THENCE, along the north right-of-way line of F.M. 1461 the following courses and distances:

South 89 degrees 46 minutes 00 seconds West a distance of 122.48 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

North 00 degrees 14 minutes 00 seconds West a distance of 10.00 feet to a 5/8 inch iron rod found;

South 89 degrees 46 minutes 00 seconds West a distance of 878.58 feet to a 5/8 inch iron rod found;

North 45 degrees 38 minutes 30 seconds West a distance of 128.18 feet to a 5/8 inch iron rod found;

South 89 degrees 46 minutes 00 seconds West a distance of 45.00 feet to the POINT OF BEGINNING and CONTAINING and 24.38 acres of land, more or less.

Draft Dated 4/23/2015

Exhibit B
Map of Property

DRAFT

Draft Dated 4/23/2015

Exhibit C
Concept Plan

DRAFT

Attachment: DRAFT Celina_Wells_South_ETJ_Development_Agreement [Revision 1] (1056 : Wells South Development Agreement)

Exhibit D

Development Regulations

The following shall constitute the Wells South Tract Planned Development Regulations:

1. **Purpose.** The purpose and intent of these Development Regulations is to create a unique and well-designed master planned community to preserve natural features, open space, and other topographical features of the land. The community will be a walkable environment where the amenities will consist of long, contiguous open space greenways with hike and bike trails that connect the entire community and promote connectivity of the community to the City of Celina. The project will promote a sense of community, environmental stewardship, and healthy living, embrace new technology, and attempt to educate its residences through the project's design and planning principles.
2. **Definitions.** All terms used on this **Exhibit D** shall be defined as stated in the Agreement and the Zoning Ordinance, as applicable, except as follows:
 - a. Concept Plan means the drawing attached as **Exhibit C** to this Agreement, as amended from time to time in accordance with Section 3.02 of this Agreement.
 - b. Open space means any publicly or privately owned or accessible property containing a minimum of 10,000 square feet in area and being at least 15 feet in width or 100 feet in length, with no slope greater than eight percent, exclusive of rights-of-way, that is designated as open space at the time of platting. Open space may include bodies of water, trails, landscaped or hardscaped areas, trails, and other similar features. Notwithstanding anything to the contrary, areas within the Coit Road landscape buffer (whether or not within the right-of-way) and areas within the Oncor electric easement may be counted as open space regardless of size, slope, or other factors. Typically, open space will not be individually owned, and will be for the common use or enjoyment of the residents within the Property. The City Manager may allow full or partial open space credit for areas exceeding the maximum eight percent slope if it is determined that such are environmentally or aesthetically significant and their existence enhances the development or surrounding area.
 - c. Zoning Ordinance means the comprehensive zoning ordinance of the City, as amended from time to time.
3. **Applicable Regulations and Conflicts; Concept Plans and Site Plans.**
 - a. Development and use of the Property shall comply with this Agreement and the Zoning Ordinance. In the event of a conflict between this Agreement and the Zoning Ordinance, this Agreement controls. Areas A through D, as shown on the Concept Plan and more particularly described on **Exhibit A-1**, shall be governed by the SF-R residential zoning district in the Zoning Ordinance, as amended by

this **Exhibit D**. Areas E and F, as shown on the Concept Plan and more particularly described on **Exhibit A-1**, shall be governed, as determined by the developer at the time of platting, by either SF-R or MU-2, as amended by this **Exhibit D**.

- b. The Concept Plan attached as **Exhibit C** is a conceptual plan that illustrates how the Property could be developed with single family uses. The following information on the Concept Plan is informational only and subject to change by the Owner: the lot layout, the location of different single family product types, the street layout, points of ingress and egress, and the location, size, shapes, and configuration of open space. Revisions other than the foregoing revisions to the Concept Plan may be made in accordance with Section 3.02 of the Agreement.
- c. Prior to the development of portions of the Property located in Area E or Area F, a concept plan and site plan for each non-single family project within those areas must be approved in accordance with Division 7 of the Zoning Ordinance in effect on the Effective Date (defined in Article III of the Agreement as the "Required Concept Plans and Site Plans"), except as follows:
 - i. No concept plan or site plan other than the Concept Plan attached as **Exhibit C** shall be required in connection with the PD zoning of the Property upon annexation. The Required Concept Plans and Site Plans for Area E and Area F shall be required only as a condition to the issuance of a building permit. Required Concept Plans and Site Plans are not required for single family detached or attached development, including amenities, at any location within the Property.
 - ii. The Required Concept Plans and Site Plans for Area E and Area F may be submitted and approved on a project by project basis. No particular phasing is required, and no development schedule shall be required.
 - iii. The Division 7 process for approving the Required Concept Plans and Site Plans for Area E and Area F may not be used to require conditions that conflict with or are inconsistent with the terms of this **Exhibit D** or this Agreement.
 - iv. Consideration and approval of the Required Concept Plans and Site Plans for Area E and Area F shall be subject to the same notice and public hearing procedural requirements before the Planning and Zoning Commission and City Council that apply to any request in the City for a change of zoning. Section 14.02.226 of the Zoning Ordinance shall not apply, and the City shall not be authorized to require additional studies or information described in that section in connection with an application under this Section 3(c).

4. General Regulations.

- a. A property owners association or public improvement district (PID) shall be responsible for maintenance of all open space areas and common areas. If a public improvement district is established for this purpose, a property owners association shall also be established to assume all of the public improvement district's maintenance responsibilities under this paragraph when and if the public improvement district is dissolved.
- b. All single family detached and attached residences may have front entry garages and direct access from a dedicated public street. All front entry garage doors must be in line with, or set back from, the front facade of the home as shown on Attachment 1. This requirement does not apply to a j-swing garage.
- c. No particular phasing of any area shown on the Concept Plan is required.

5. Use Regulations; Cap on Residential Units. The uses permitted by this Section 5 are permitted. In addition, any residential or commercial use that is less intense than permitted uses within the designated area, as reasonably determined by the Director of Planning and Development Services, is also permitted. The uses authorized by this Section 5 are the only uses permitted on the Property.

- a. Areas A through D: SF-R single family residential district uses and the associated uses defined in Section 14.03.008 of the Zoning Ordinance, on the Effective Date of this Agreement, are permitted to the same extent they are permitted in the SF-R district. For example, if a use is permitted by right in the SF-R zoning district, that use is permitted by right in Areas A through D. If a use is permitted by SUP in the SF-R zoning district, that use is permitted by SUP in Areas A through D. The maximum number of residential lots in Areas A through D combined shall be 1,300. Of those 1,300 lots, at full build out a maximum of 50 percent shall be Type I lots, a minimum of 30 percent shall be Type II lots, and a minimum of 20 percent shall be Type III lots.
- b. Area E:
 - i. The MU-2 mixed use regional district uses identified on Attachment 2 or as indicated in these regulations are permitted by right.
 - ii. Single family detached uses are permitted by right at a density not to exceed nine dwelling units per gross acre within Area E.
 - iii. Duplex uses are prohibited in Area E.
 - iv. Accessory dwellings are prohibited.

- c. Area F:
- i. The MU-2 mixed use regional district uses identified on Attachment 2 are permitted by right.
 - ii. Single family detached homes, townhouses, multifamily, and permitted non-residential uses identified on Attachment 2 are permitted by right. A minimum of five acres within Area F shall be reserved exclusively for non-residential uses.
 - iii. Duplex uses are prohibited in Area F.
 - iv. Accessory dwellings are prohibited.
 - v. Residential uses are permitted within Area F at a density not to exceed nine dwelling units per gross acre for single family detached and townhouses, and 24 units per gross acre for multifamily. In addition, a maximum of 350 multifamily dwelling units are permitted.
6. Area Regulations. The regulations in Section 5 and this Section 6 shall serve as the exclusive regulations governing residential density (regardless of the type of residential use), as well as the following with respect to single family detached development only: lot size, width, and depth, setbacks, roof pitch, lot coverage, and minimum dwelling unit size.
- a. Single Family Detached in Areas A through F. The regulations in the table below in this Section 6 shall apply to all single family detached residential lots within the Property. In addition, single family detached homes in Areas E and F may be developed in accordance with the patio home standards in Section 6(b). All single family detached homes within the Property (including, but not limited to, patio homes) that are on a key lot shall meet the minimum front yard setback requirement along both street frontages. A key lot is a corner lot with a rear yard that is adjacent to the front yard of the adjoining lot.

	Type I Lots	Type II Lots	Type III Lots
Minimum lot width	50 feet	60 feet	70 feet
Minimum lot depth	110 feet	115 feet	115 feet
Minimum lot area	5,500 square feet	7,000 square feet	8,500 square feet
Minimum front yard setback (applies to both streets for key lots)	20 feet	20 feet generally 15 feet if the house has a j-swing garage	25 feet 15 feet if the house has a j-swing garage
Minimum rear yard setback	20 feet	20 feet	20 feet
Minimum side yard	5 feet generally	5 feet generally	7 feet generally

setback	15 feet on corner side yards	15 feet on corner side yards	15 feet on corner side yards
Minimum front porch setback	15 feet	15 feet	20 feet
Minimum primary roof pitch*	6:12	8:12	8:12
Maximum percentage of impervious lot cover**	60 percent	60 percent	60 percent
Minimum dwelling unit size (air conditioned floor area)	1,400 square feet	1,800 square feet	2,000 square feet
Accessory building setbacks	Minimum front yard setback – 50 feet Minimum side yard setback generally – 3 feet Minimum setback for corner side yard – 15 feet Minimum rear setback – 3 feet		
Minimum off-street parking requirements	At a minimum, each dwelling unit shall provide: • 2 parking spaces within an enclosed garage • 2 unenclosed parking spaces (which may be included within a setback area)		

*Primary roof pitch does not include roofs over architectural features or enhancements, such as porches and dormers.

**Impervious lot cover limitations apply only to the footprint of an enclosed building, including enclosed garages, and excluding patios and porches (whether covered or uncovered), driveways, sidewalks, and other similar improvements that are not part of an enclosed building.

b. Single Family Detached (Patio Homes) in Areas E and F. Single family detached homes may be developed pursuant to the following patio home standards:

- i. Minimum front yard setback: 20 feet (applies to both streets for key lots)
- ii. Minimum side yard setback:
 1. Zero sided option: 0 feet on one side and 10 feet on the other side, except 15 feet on corner side yards
 2. Center option: 5 feet on both sides, except 15 feet on corner side yards

- iii. Minimum rear yard setback: 12 feet
 - iv. Minimum lot area: 5,000 square feet for a zero side option, and 6,000 square feet for a center option
 - v. Minimum lot width: 40 feet
 - vi. Minimum lot depth: 90 feet
 - vii. Minimum dwelling unit size (air conditioned floor area): 1,200 square feet
 - viii. Minimum primary roof pitch: 6:12. Primary roof pitch does not include roofs over architectural features or enhancements, such as porches and dormers.
 - ix. Maximum height and number of stories: 40 feet and 2.5 stories, subject to Section 6(f) below.
 - x. Maximum impervious lot cover: 55 percent. Impervious lot cover limitations apply only to the footprint of an enclosed building, including enclosed garages, and excluding patios and porches (whether covered or uncovered), driveways, sidewalks, and other similar improvements that are not part of an enclosed building.
 - xi. Accessory building setbacks: same requirements that apply to Type I, II, and III lots
 - xii. Minimum off-street parking: same requirements that apply to Type I, II, and III lots
- c. Townhouses in Area F. Within Area F, townhouses shall be developed in accordance with the height regulations and area regulations of the TH zoning district set forth in Section 14.03.017 of the Zoning Ordinance.
 - d. Multifamily in Area F. Within Area F, multifamily shall be developed in accordance with the perimeter setback regulations and lot regulations of the MU-2 zoning district set forth in Section 14.03.006(a)-(d) of the Zoning Ordinance. No other requirements in Section 14.03.006 shall apply to multifamily development in Area F. In addition, a multifamily development shall have a minimum 35-foot building setback from any property line that abuts existing or future single family detached residential development.
 - e. Nonresidential in Areas E and F. Within Areas E and F, nonresidential uses shall be developed in accordance with the perimeter setback regulations and lot

regulations of the MU-2 zoning district set forth in Section 14.03.006(a)-(d) of the Zoning Ordinance, subject to the height limitations in Section 6(f) below. No other requirements in Section 14.03.006 shall apply to Areas E and F. Nonresidential lots shall back or side to the Preston Hills subdivision.

- f. Area E Special Height Limitations. All uses in Area E other than single family detached uses shall be subject to a one story height limitation on lots adjacent to the Preston Hills subdivision and two stories in all other locations within Area E. The height limit for all lots other than lots adjacent to the Preston Hills subdivision may be increased to three stories if the increased height is approved in connection with the approval of the Required Concept Plans or Site Plans for the project in question. If three stories in height is required for a townhome, which is not subject to the Section 3(c) plan process, the increased height may be approved by the Planning and Zoning Commission if the applicant demonstrates there will be no adverse effect on the Preston Hills subdivision, and a denial may be appealed to the City Council.
7. Building Materials. Exterior Building Facade for Residential Main Structures. Except as otherwise provided below in this Section 7, all exterior building facades shall meet the requirements in Section 14.05.152 of the Zoning Ordinance:
 - a. Single family detached residential structures (primary and accessory) shall comply with the applicable requirements in Section 14.05.152 of the Zoning Ordinance in effect on the Effective Date, except that cementitious fiberboard may be used in the same vertical plane as the first story if it is interrupted with an intersecting roof line or another architectural element. No other building design or architectural standards shall apply to detached single family residences.
 - b. For nonresidential building facades in Area E that face CR-83, 100 percent of the facade (excluding windows and doors) shall be masonry, as defined by the Zoning Ordinance in effect on the Effective Date.
 8. Screening and Landscaping Regulations. Landscaping and screening along Coit Road, CR-83, CR-84, and FM 1461 shall be provided as shown in one of the options in the conceptual drawings on Attachment 3. All required landscaping materials shall be selected from the recommended list on Attachment 4. Internal landscaping and screening shall comply with the internal landscaping edge treatment exhibit on Attachment 3. Where trees are shown along streets, trees must average a minimum of one tree per 50 feet of street frontage, but are not required to be evenly spaced and may be clustered.
 9. Open Space Regulations.
 - a. A minimum of 35 acres of open space shall be provided within the Property in general conformance with the conceptual open space and trail plan attached as Attachment 5, and all of the approximately 51 acres of open space shown on that

attachment, including the proposed open space uses and improvements within such 51 acres, shall qualify for purposes of satisfying the requirement for 35 acres of open space. The size, location, shape, and number of open space areas shown on the plan is conceptual and subject to change based on the final design of lot and street layouts at the time of platting.

- b. Areas E and F shall each incorporate at least 20 percent of open space consistent with the requirements of the MU-2 zoning district; however, the open space area planned adjacent to Area E along the Oncor overhead easement shall be included to satisfy the 20 percent open space requirement for Area E.
 - c. All open space provided in accordance with this Section 9 shall be credited against park land dedication otherwise required by the City Ordinances.
 - d. All parks and open space within the Property may be publicly owned for purposes of funding park and open space maintenance through the PID or privately owned for purposes of funding park and open space maintenance through a home owners association. Such parks and open space shall be credited against park land dedication otherwise required by the City Ordinances regardless of how they are owned and maintained. The City shall have no financial responsibility for maintaining publicly owned open space, and all maintenance of publicly owned open space shall be funded through the PID or a home owners association.
 - e. Other than the provisions of parks or open space required by the Concept Plan and these Development Regulations, no park land dedication or construction of park improvements shall be required, and no fee related to maintenance of park improvements shall be required other than PID assessments.
 - f. This Section 9 shall serve as the exclusive open space requirement for the Property.
10. Trails and Sidewalks. Trails shall be constructed in general conformance with the conceptual open space and trail plan attached as Attachment 5. The exact location of trails shown on the plan is conceptual and subject to change based on the final design of lot and street layouts at the time of platting. The construction of trails may be phased with each affected plat. Sidewalks shall generally be curvilinear.
11. Street Sections. The Property may be developed in accordance with the conceptual street sections and street diagram shown on Attachment 3. The street sections may be used to design roadways, and may be modified by the developer with the approval of the Director of Planning and Development Services. The lot and street layouts on Attachment 3 are conceptual and subject to change at the time of platting.
12. Street Trees.

- a. Street trees, as shown on the conceptual street tree diagram attached as Attachment 6, may be provided in the parkway at the option of the developer to meet landscaping requirements for large trees on the adjacent lot, subject to approval by the Director of Planning and Development Services and the Fire Marshall at the time of building permit issuance. If street trees are approved, the developer shall, as a condition of the City's approval, do one of the following, as determined by the City, to fund resulting damages to streets, sidewalks, and utilities: (1) enter into a repair agreement obligating developer to make the repairs and providing financial security of the ability to perform; or (2) consent to annual updates to PID assessments on the Property to fund repair costs.
- b. The lot and street layouts on Attachment 6 are conceptual and subject to change at the time of platting.
- c. For purposes of Attachment 6 and the landscaping regulations in the zoning ordinance, a large tree shall be a minimum of three inches in caliper at the time of planting, and a small or ornamental tree shall be a minimum of two inches in caliper at the time of planting.
- d. If trees are planted in the parkway in accordance with this section, the trees must have a minimum height clearance of 14 feet at maturity. Where trees are shown along streets, trees must average a minimum of one tree per 50 feet of street frontage, but are not required to be evenly spaced and may be clustered.

Attachment 1
Garage Setback

Attachment: DRAFT Celina_Wells_South_ETJ_Development_Agreement [Revision 1] (1056 : Wells South Development Agreement)

Attachment 2
Uses Permitted in Areas E and F

The following uses are permitted by right in Areas E and F except as noted with a "C" indicating a conditional use permit is required for that use in accordance with the conditional use permit requirements of this Zoning Ordinance:

1. Amusement park – C
2. Amusement ride – C
3. Amusement services (indoors)
4. Amusement services (outdoors) – C
5. Armed services recruiting center
6. Artist studio
7. Assisted living facility
8. Auto dealer (new) – C
9. Auto laundry or car wash – C
10. Auto repair (major) - C
11. Auto repair (minor) – C
12. Auto supply stores for new & rebuilt parts
13. Bakery or confectionery (retail)
14. Bank/credit union
15. Bed & breakfast inn
16. Caretaker's/guard's residence – C
17. Carnival – C
18. Child day care (business)
19. Church/place of worship
20. Club, private (Class I & II) – C
21. Community home – C
22. Concrete or asphalt batching plant (temporary) – C
23. Contractor's office/sales (with no outside storage)
24. Convenience store
25. Convenience store (with gas sales) – C
26. Day camp for children
27. Drapery, blind or furniture upholstery shop
28. Dry cleaning plant – C
29. Dwelling, multiple family (restricted to Area F)
30. Dwelling, single family attached (no duplex)
31. Fair ground/exhibition area – C
32. Family home (adult or child care)
33. Farmers market (public) – C
34. Feed and grain store
35. Food or grocery store
36. Franchise private utility
37. Fraternal organization, lodge or union

38. Funeral home (without crematorium) – C
39. Garden shop (inside storage)
40. General retail store
41. Group day care home
42. Home improvement center (lumber yard) – C
43. Hotel – C
44. Household appliance service and repair
45. Kiosk (providing a service) – C
46. Laundry/dry cleaning (drop off/pick up)
47. Living quarters on-site with a business
48. Medical facilities
49. Micro brewery - C
50. Mini-warehouse/self storage – C
51. Motorcycle sales and repair – C
52. Municipal facility
53. Nursery (grown for commercial purposes) – C
54. Nursery (retail sales outdoors)
55. Nursing/convalescent home
56. Office center
57. Offices (professional and general business)
58. Office warehouse – C
59. Outdoor retail sales/commercial promotion – C
60. Parking lot structure, commercial (auto)
61. Pawn shop – C
62. Personal services shop
63. Pet and animal grooming shop (no outdoor kennels/play area)
64. Propane sales (retail)
65. Rehabilitation care facility – C
66. Rehabilitation care institutions – C
67. Residential loft
68. Restaurant (with or without drive-through or drive-in services)
69. Retirement home/home for the aged
70. Rooming/boarding house – C
71. Seasonal business – C
72. Studio for radio or television (without tower)
73. Telemarketing agency – C
74. Temporary amusement rides – C
75. Temporary business
76. Theater or playhouse (indoor)
77. Tire dealer, with or without open storage – C

Note: Uses listed above that involve the sale or consumption of alcohol are permitted only to the extent permitted by applicable state alcohol laws.

Attachment 3
Screening and Landscaping

Attachment: DRAFT Celina_Wells_South_ETJ_Development_Agreement [Revision 1] (1056 : Wells South Development Agreement)

Attachment 4 Recommended Planting List

Canopy Trees:

1. Acer barbatum var. Caddo. **Caddo Maple**
2. Acer buergerianum. **Trident Maple**
3. Acer grandidentatum. **Bigtooth Maple**
4. Acer negundo. **Boxelder Tree or Ashleaf Maple**
5. Carya illinoensis. **Pecan**, select Sioux or Desirable variety
6. Fraxinus americana. **White Ash**
7. Fraxinus pennsylvanica. **Green Ash**
8. Fraxinus pennsylvanica var. Urbanite. **Urbanite Ash**
9. Fraxinum texensis. **Texas Ash**
10. Ginkgo biloba. **Ginkgo**
11. Gleditsia triacanthus var. Inermis. **Inermis Thornless Honeylocust**
12. Gymnocladus dioicus. **Kentucky Coffeetree**
13. Juglans microcarpa. **Texas Black Walnut**
14. Koelreuteria paniculata. **Goldenrain Tree**
15. Pistacio chinensis. **Chinese Pistache**
16. Quercus acutissima. **Sawtooth Oak**
17. Quercus buckleyi. **Texas Red Oak**
18. Quercus durandii. **Durand Oak**
19. Quercus laceyii. **Lacey Oak**, bluish foliage
20. Quercus macrocarpa. **Bur Oak**
21. Quercus muhlenbergii. **Chinquapin Oak**
22. Quercus prinus. **Chestnut Oak**
23. Quercus shumardii. **Shumard Red Oak**
24. Quercus virginiana. **Live Oak**
25. Sapindus drummondii. **Western Soap berry**
26. Sideroxylon lanuginosum. **Chittamwood**
27. Taxodium ascendens. **Pond Cypress**
28. Taxodium distichum. **Bald Cypress**
29. Taxodium distichum var. Shawnee Brave. **Shawnee Brave Bald Cypress**
30. Ulmus alata. **Winged Elm**
31. Ulmus Americana var. Valley Forge. **Valley Forge American Elm**, this variety is resistant to Dutch Elm Disease
32. Ulmus crassifolia. **Cedar Elm**
33. Ulmus parvifolia. **Lacebark Elm**
34. Ulmus parvifolia var. Allee. **Allee Elm**
35. Zelkova serrata. **Japanese Zelkova** - very drought tolerant

Accent Plants:

1. Aesculus pavia. **Red Buckeye**
2. Aesculus parviflora. **Bottlebrush Buckeye**
3. Callicarpa americana. **American Beautyberry**
4. Callicarpa Americana var. Profusion. **Profusion Beautyberry**
5. Callicarpa dichotoma var. Early Amethyst. **Early Amethyst Beautyberry**
6. Carpinus betulus. **European Hornbeam**
7. Cephalanthus occidentalis. **Button Bush**
8. Cercis canadensis. **Redbud** - full sun or understory tree
9. Cercis canadensis var. Alba, **White Redbud** - full sun or understory tree
10. Cercis canadensis var. Texensis, **Texas Redbud** - full sun or understory tree
11. Cercis canadensis var. Mexicana, **Mexican Redbud** - full sun or understory tree
12. Cercis reniformis var. Oklahoma, **Oklahoma Redbud** - full sun or understory tree
13. Chilopsis linearis, **Desert Willow**
14. Chionanthus virginicus, **White Fringe Tree**
15. Cornus drummondii, **Roughleaf Dogwood** - understory tree
16. Cotinus obovatus, **American Smoketree**
17. Cupressus arizonica - **Arizona Cypress**
18. Cupressus sempervirens, **Italian Cypress**
19. Diospyros texana, **Texas Persimmon**
20. Foresteria pubescens, **Elbow Bush**
21. Hamamelis vernalis, **Arkansas Witch Hazel**
22. Hamamelis virginiana, **Common Witch Hazel**
23. Ilex decidua, **Possumhaw Holly**
24. Ilex decidua var. Finch's Golden, **Finch's Golden Possumhaw Holly** - bright golden berries
25. Ilex decidua var. Paco, **Paco Possumhaw Holly** - deep orange berries
26. Ilex decidua var. Warren's Red, **Warren's Red Possumhaw Holly** - bright red berries
27. Ilex var. Mary Nell, **Mary Nell Holly**
28. Ilex var. Nellie R. Steven's, **Nellie R. Steven's Holly**
29. Ilex vomitoria var. Pride of Houston, **Pride of Houston Yaupon Holly**
30. Ilex vomitoria var. Will Fleming, **Will Fleming Yaupon Holly** - upright, 1-2' spread, no berries
31. Juniperus asheii, **Ash Juniper or Blueberry Juniper**
32. Juniperus chinensis var. Blue Point, **Blue Point Juniper** - blue color foliage
33. Juniperus chinensis var. Spartan, **Spartan Juniper** - more upright
34. Juniperus virginiana, **Eastern Red Cedar**
35. Lagerstroemia indica var. Acoma, **Acoma Crape Myrtle** - white with weeping, cascading growth habit
36. Lagerstroemia indica var. Basham's Party Pink, **Party Pink Crape Myrtle** - lavender pink
37. Lagerstroemia indica var. Muskogee, **Muskogee Crape Myrtle** - light lavender
38. Lagerstroemia indica var. Natchez, **Natchez Crape Myrtle** - White
39. Lagerstroemia indica var. Sioux, **Sioux Crape Myrtle** - vivid pink
40. Lagerstroemia indica var. Tonto, **Tonto Crape Myrtle** - deep red

41. Lagerstroemia indica var. Tuscarora, **Tuscarora Crape Myrtle** - coral pink
42. Lagerstroemia indica var. Tuskegee, **Tuskegee Crape Myrtle** - dark pink
43. Leucana retusa, **Lemonball or Goldenball Lead Tree** - very drought tolerant
44. Undera benzoin, **Spice Bush**
45. Magnolia grandiflora var. Alta, **Alta Magnolia** - upright and dense
46. Magnolia grandiflora var. Claudia Wannamaker - **Claudia Wannamaker Magnolia**
47. Magnolia grandiflora var. Urtle Gem - **Little Gem Magnolia**
48. Magnolia stellata, **Star Magnolia** - understory tree
49. Magnolia soulangiana, **Saucer Magnolia** - understory tree
50. Pinus edulis, **Pinion Pine**
51. Pinus eldarica, **Afghan Pine**
52. Pinus nigra, **Austrian Pine**
53. Pinus pinea, **Italian Stone Pine**
54. Pinus thunbergiL. **Japanese Black Pine**
55. Prosopis glandulosa, **Honey Mesquite**
56. Prunus mexicana. **Mexican Plum**
57. Rhamnus caroliniana. **Carolina Buckthorn**
58. Rhus aromatic. **Fragrant Sumac**
59. Rhus lanceolata. **Prairie Flameleaf Sumac**
60. Rhus microphylla. **Littleleaf Sumac** - very. very drought tolerant
61. Sophora affinis. **Eve's Necklace**
62. Ungnadia speciosa. **Mexican Buckeye**
63. Viburnum macrocephalum. **Chinese Snowball Viburnum**
64. Viburnum rufulum. **Rusty Blackhaw** - good understory tree
65. Vitex agnus-castus. **Vitex** - purple variety
66. Vitex agnus-castus var. Cooke's White. **Cooke's White Vitex** - white variety

Shrubs:

1. Abella var. Rose Creek. **Rose Creek Abelia**
2. Abelia var. Kaleidoscope. **Kaleidoscope Abelia**
3. Abelia var. White Prostrate. **White Prostrate Abelia**
4. Agavespp. **Agave**
5. Buxus var. Wintergreen. **Wintergreen Boxwood**
6. Buxus var Winter Gem. **Winter Gem Boxwood**
7. Ceanothus americana. **New Jersey Tea Plant**
8. Chaenomeles superba var. Texas Scarlet. **Texas Scarlet Flowering Quince**
9. Cotoneaster glaucophyllus. **Gray Cotoneaster**
10. Dalea formosa. **Feather Dalea**
11. Eupatorium greggii. **Greg's Mist Flower**
12. Hesperaloe funifera. **Giant Red Yucca**
13. Hesperaloe parviflora. **False Red Yucca**
14. Hesperaloe parviflora. **False Yellow Yucca**
15. Hibiscus coccineus. **Texas Star Hibiscus**
16. Hydrangea quercifolia. **Oakleaf Hydrangea**

17. *Ilex vomitoria* var. *Nona*. **Dwarf Yaupon Holly**
18. *Ilex vomitoria* var. *Bordeaux*. **Bordeaux Dwarf Yaupon Holly**
19. *Lagerstroemia indica*. **Dwarf Crape Myrtle**, this plant is available in many colors and range of heights
20. *Leucophyllum frutescens*. **Texas Sage**
21. *Leucophyllum* var. *Greencloud*. **Greencloud Texas Sage**
22. *Leucophyllum* var. *Silverado Dwarf*. **Silverado Dwarf Texas Sage**
23. *Malvastrum drummondii*. **Turk's Cap**
24. *Mimosa borealis*. **Fragrant Mimosa**
25. *Myrica pusilla*. **Dwarf Wax Myrtle**
26. *Opuntia ellisiana*. **Spineless Prickly Pear**
27. *Rhus michauxii* **Michaux's Sumac**
28. *Rosa* var. *Belinda's Dream*. **Belinda's Dream Rose**
29. *Rosa* var. *Knockout*. **Knockout Rose**
30. *Rosa* var. *Martha Gonzalez*. **Martha Gonzalez Rose**
31. *Rosa* var. *Mutabilis*. **Mutabilis Rose**
32. *Rosmarinus officinalis*. **Rosemary**
33. *Sedum* var. *Autumn Joy*. **Autumn Joy Sedum**
34. *Spiraea vanhouttei*. **Bridal Wreath Spiraea**
35. *Spiraea japonica* var. *Anthony Japonica*. **Anthony Spiraea**
36. *Symphoricarpos chenaultii* var. *Hancock*. **Hancock Snowberry**
37. *Symphoricarpos orbiculatus*. **Coralberry**
38. *Yucca filamentosa* var. *Color Guard*. **Color Guard Yucca**
39. *Yucca gloriosa* var. *Variegata*. **Variegated Spanish Dagger**
40. *Yucca pallida*. **Pale Leaf Yucca**
41. *Yucca recurvifolia*. **Softleaf Yucca**
42. *Yucca rigida*. **Blue Yucca**
43. *Yucca rostrata* var. *Sapphire Skies*. **Sapphire Skies Yucca**
44. *Yucca rupicola*. **Twisted Leaf Yucca**
45. *Yucca treculeana*. **Texas Bayonet Yucca**

Ornamental Grasses:

1. *Carex buchananii* var. *Red Rooster*. **Red Rooster Sedge**
2. *Carex cherokeensis*. **Cherokee Sedge**
3. *Carex divulsa*. **Meadow Sedge**
4. *Carex oshimensis* var. *Everest*. **Everest Weeping Sedge**
5. *Carex oshimensis* var. *Evergold*. **Evergold Sedge**
6. *Carex peridentata*. **Webberville Sedge**
7. *Carex phyllocephala* var. *Sparkler*. **Sparkler Sedge**
8. *Chasmanthium latifolium*. **Inland Sea Oats**
9. *Cortaderia selloana* var. *Pumila*. **Dwarf Pampas Grass**
10. *Corynephorus canescens* var. *Spiky Blue*. **Spiky Blue Grass**
11. *Cyperus alternifolius*. **Umbrella Plant**
12. *Cyperus nanus*. **Compact Umbrella Plant**

13. *Dianella tasmanica* var. *Variegata*, **Variegated Flax Lily**
14. *Eragrostis curvula*, **Weeping Lovegrass**
15. *Eragrostis elliottii*, **Blue Lovegrass**
16. *Juncus inflexus* var. *Blue Arrows*, **Blue Arrows Rush**
17. *Juncus pallidus* var. *Javelin*, **Javelin Rush**
18. *Koeleria glauca* var. *Coolio*, **Coolio Blue Hair Grass**
19. *Koeleria glauca* var. *Blue Sprite*, **Blue Sprite Blue Hair Grass**
20. *Miscanthus sinensis* var. *Adagio*, **Adagio Miscanthus**
21. *Miscanthus sinensis* var. *Gracillimus*, **Maiden Grass**
22. *Muhlenbergia capillaris*, **Gulf Coast Muhly**
23. *Muhlenbergia capillaris* var. *Lenca*, **Regal Mist Pink Muhly**
24. *Muhlenbergia duboides*, **Weeping Muhly**
25. *Muhlenbergia dumosa*, **Bamboo Muhly**
26. *Muhlenbergia lindheimeri*, **Lindheimer Muhly**
27. *Panicum virgatum* var. *Dallas Blues*, **Dallas Blues Switchgrass**
28. *Panicum virgatum* var. *Heavy Metal*, **Heavy Metal Switchgrass**
29. *Schizachyrium scoparium*, **Little Bluestem**
30. *Stipa tenuissima*, **Mexican Feathergrass**

Perennials:

1. *Achillea* var. *Moonshine*, **Moonshine Yarrow**
2. *Anisacanthus quadrifidus wrightii*, **Flame Acanthus**
3. *Aquilegia chrysantha* var. *hinkcleyana*, **Texas Gold Columbine**
4. *Artemesia* var. *Powis Castle*, **Powis CasHe Artemesia**
5. *Aster oblongifolius*, **Fall Aster**
6. *Astrolepis sinuata*, **Wavy Scaly Cloakfern**
7. *Buddleia david ii*, **Butterfly Bush**
8. *Caillirhoe involucrate*, **Winecup**
9. *Calyptocarpus vialis*, **Horse Herb**
10. *Chrysactinia mexicana*, **Damianita**
11. *Coreopsis lanceolata*, **Lanceleaf Coreopsis**
12. *Datura wrightii*, **Datura Jimson Weed**
13. *Dyschoriste linearis*, **Snake Herb**
14. *Echinacea purpurea*, **Purple Coneflower**
15. *Eupatorium greegii*, **Greg's Mist Flower**
16. *Gaura lindheimeri*, **Pink Gaura**
17. *Lantana horrida*, **Texas Lantana**
18. *Lavandula intermedia* var. *Provence*, **Provence Lavender**
19. *Lippia graveolens*, **Mexican Oregano**
20. *Marsilia macropoda*, **Clover Fern**
21. *Melampodium leucanthum*, **Blackfoot Daisy**
22. *Nepeta faassenii* var. *Walker's Low*, **Walker's Low Catmint**
23. *Nierembergia gracilis* var. *Starry Eyes*, **Starry Eyes Nierembergia**
24. *Oenothera missouriensis*, **Fluttermills**

25. *Penstemon tenuis*, **Brazos Penstemon**
26. *Perovskia atriplicifolia*, **Russian Sage**
27. *Physostegia virginiana*, **Fall Obedient Plant**
28. *Rosmarinus officinalis* var. *Prostratus*, **Prostrate Rosemary**
29. *Rudbeckia fulgida*, **Black-eyed Susan**
30. *Rudbeckia fulgida* var. *Goldsturm*, **Goldsturm Rudbeckia**
31. *Rudbeckia maxima*, **Giant Coneflower**
32. *Salvia chamaedryoides*, **Gray Shrub Sage**
33. *Salvia farinacea* var. *Henry Duelberg*, **Henry Duelberg Sage**
34. *Salvia gregii* var. *Autumn Sage*, **Autumn Sage Salvia**
35. *Salvia* hybrid. **Nuevo Leon Sage**
36. *Salvia longispicata* var. *Indigo Spires*, **Indigo Spires Salvia**
37. *Salvia lyrata*, **Lyre Leaf Sage**
38. *Salvia roemeriana*, **Cedar Sage**
39. *Salvia* var. *May Night*. **May Night Salvia**
40. *Santolina chamaecyparissus*, **Gray Santolina**
41. *Santolina pin nata*, **Green Santolina**
42. *Scyttellaria ovate*, **Heartleaf Skullcap**
43. *Scutellaria suffrutescens*, **Pink Skullcap**
44. *Sedum* var. *Autumn Joy*, **Autumn Joy Sedum**
45. *Stachys byzantine*, **Lamb's Ear**
46. *Tetranneuris scaposa*, **Four Nerve Daisy**
47. *Thelypteris kunthii*. **Southern Wood Fern**
48. *Verbena canadensis* var. *Homestead Purple*, **Homestead Purple Verbena**
49. *Wedelia texana*, **Orange Zexmenia**

Vines and Groundcover:

1. *Bignonia capreolata* var. *Tangerine Beauty*, **Tangerine Beauty Crossvine**
2. *Campsis tagliabuana* var. *Madame Galen*, **Madame Galen Trumpet creeper**
3. *Campsis radicans* var. *MonbaL* **Balboa Sunset Trumpet creeper**
4. *Campsis radicans* var. *Flamingo*, **Flamingo Trumpet creeper**
5. *Campsis radicans* var. *Flava*, **Yellow Trumpet creeper**
6. *Clematis paniculata*, **Sweet Autumn Clematis**
7. *Clematis* var. *Henryi*, **Henry's Clematis**
8. *Clematis* var. *Jackmanii*, **Jackmanii ClemaHs**
9. *Clematis* var. *Ramona*, **Ramona ClemaHs**
10. *Gelsemium rankinii*, **Swamp Jessamine**
11. *Gelsemium sempervirens*, **Carolina Jessamine**
12. *Ipomoea quamoclit*, **Cypress Vine**
13. *Ipomoea sinuate*, **Alamo Vine**
14. *Lonicera sempervirens*, **Coral Honeysuckle**
15. *Lonicera sempervirens*, **Yellow Honeysuckle**
16. *Mascagnia macroptera*, **Butterfly Vine**
17. *Mazus Reptans*, **Mazus Reptans**

18. *Parthenocissus quinquefolia*, **Virginia Creeper**
19. *Passiflora caerulea* var. Blue Crown, **Blue Crown Passion Vine**
20. *Passiflora incarnate cinnicata* var. Incense, **Incense Passion Vine**
21. *Phyla nodiflora*, **Texas Frogfruit**
22. *Sedum* spp., **Sedum**
23. *Vinca Major*, **Vinca Major**
24. *Vinca Minor*, **Vinca Minor**
25. *Wisteria frutescens*, **Texas Wisteria**

Attachment 5
Conceptual Open Space and Trail Plan

Attachment: DRAFT Celina_Wells_South_ETJ_Development_Agreement [Revision 1] (1056 : Wells South Development Agreement)

Attachment 6
Conceptual Street Tree Diagram

Attachment: DRAFT Celina_Wells_South_ETJ_Development_Agreement [Revision 1] (1056 : Wells South Development Agreement)

Exhibit E **Special Regulations**

1. The City agrees to approve final occupancy of completed residential structures as soon as sufficient fire service is in place and fire access has been established, subject to the developer providing a bond sufficient to secure the cost of completion of any public improvement that has not been completed and accepted at the time of the City's approval of final occupancy.
2. As construction of each phase is completed, representatives of the City shall inspect the water, sewer, drainage, and roadway improvements. If the City finds that such improvements have been completed in accordance with the final plats and specifications approved by the City (or any modifications thereof approved by the City), and in accordance with all other applicable laws, rules, and regulations, the City shall accept the same whereupon ownership of such improvements shall be transferred to the City and be operated and maintained by the City at its sole expense. The requirement for acceptance does not apply to recreational facilities and landscaping improvements that will be maintained by a property owners association or public improvement district. Installation of franchise utilities shall be a requirement for acceptance, except that the developer may sell up to thirty percent of the lots within a platted phase without the completion of such installation if the developer indemnifies the City for any damage to the accepted improvements that results from the franchise utility provider installing such utilities after acceptance by the City. Installation of landscaping, hardscape, and amenity improvements shall not be a requirement for acceptance of a subdivision.
3. The centerline curve of streets and alleys shall have a minimum radius per the following table:

Classification	Minimum Centerline Radius (feet)			
Thoroughfare	<i>Design Speed, V (MPH)</i>	<i>Friction Factor, F</i>	<i>Superelevation, e (ft/ft)</i>	<i>Radius, R (ft) (Rounded for Design)</i>
	25	0.23	-0.02	250*
	30	0.20	-0.02	350
	35	0.18	-0.02	525
	40	0.16	-0.02	775
	45	0.15	-0.02	1100
	50	0.14	-0.02	1400
Collector	300			
Local	300			
Residential	150			
Loop streets and alleys	75			

*May be reduced to a 200 feet radius at mid-block locations provided that it is shown that the general public safety is not compromised (e.g., stopping sight distance). A curve with a radius less than 250 feet must be a minimum of 300 feet from a street or alley intersection.

4. Per the requirements of the City's Storm Drainage Design Manual, any upstream, off-site drainage flow contribution to the Property will be required to detain to pre-development flow, unless it is an existing facility designed under an alternative basis. In addition to the

predevelopment flow, an allowance of ten percent will be added in analyzing any required on-site detention systems as an added factor of safety. Any off-site flow contribution will not be required to be detained on the Property and may be released as a "pass-through" flow.

5. A drainage swale may be provided along CR-84 and CR-83 in lieu of installing curbs and gutters provided the maintenance of landscaping in this area of the right-of-way is funded through the PID or a home owners association, to be determined at the time of platting.

Draft Dated 4/23/2015

Exhibit F
Alignment of Water Line

DRAFT

Attachment: DRAFT Celina_Wells_South_ETJ_Development_Agreement [Revision 1] (1056 : Wells South Development Agreement)

Draft Dated 4/23/2015

Exhibit G
Alignment of Sewer Line

DRAFT

Attachment: DRAFT Celina_Wells_South_ETJ_Development_Agreement [Revision 1] (1056 : Wells South Development Agreement)

Draft Dated 4/23/2015

Exhibit H
Road Improvements

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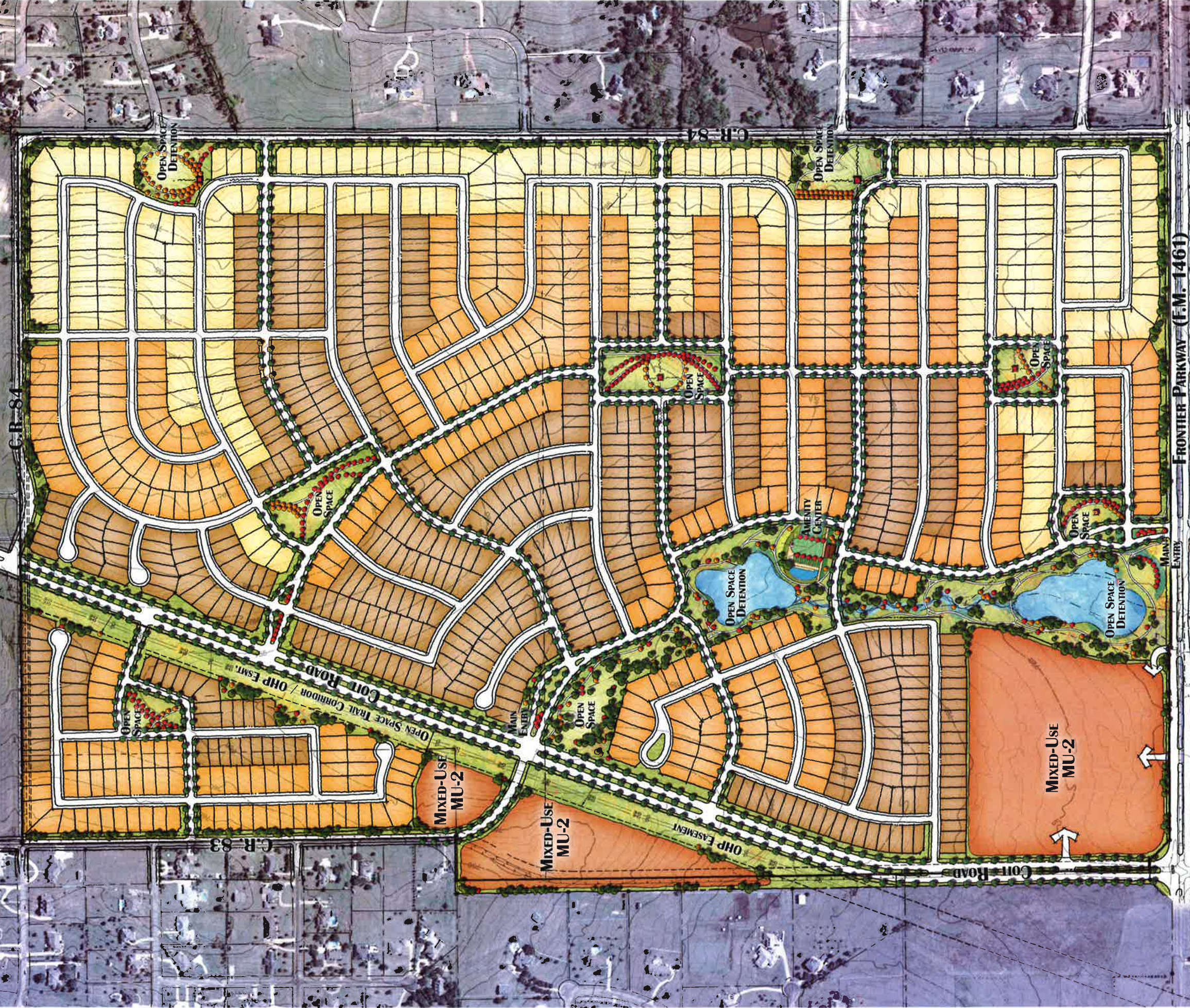
Attachment: DRAFT Celina_Wells_South_ETJ_Development_Agreement [Revision 1] (1056 : Wells South Development Agreement)

Exhibit I
Water Line and Sewer Line Project Scope

DRAFT

C.R. 83

SINGLE-FAMILY RESIDENTIAL SUMMARY:				
LAND USE PRODUCT TYPE	MINIMUM LOT WIDTH	NET ACRES	ALLOWED % OF UNITS	DENSITY
Type I	50 feet	+/- 294.8	50% max.	
Type II	60 feet		30% min.	3.8 du/ac
Type III	70 feet	+/- 38.4	20% min.	
Total Maximum Dwelling Units = 1,300				



GENERAL NOTES:

- Contour Interval = one foot (1')
- The thoroughfare alignment(s) shown on this exhibit are for illustration purposes only and does not set the alignment. The alignment will be consistent with the Plan For Development and determined on final plat.
- A maximum thirty feet (30') of right-of-way will be required for C.R. 83 on the western boundary, as well as C.R. 84 on the eastern boundary and on the northern boundary east of Coit Rd., for an ultimate right-of-way width of sixty feet (60').
- The following information on the Concept Plan is informational only and subject to change by the Owner: the lot layout, the location of different single family product types, the street layout, points of ingress and egress, and the location, size, shapes, and configuration of open space.

WELLS SOUTH TRACT / CONCEPT PLAN

Celina, TX 22 April 2015

The information shown is based on the best information available and is subject to change without notice.

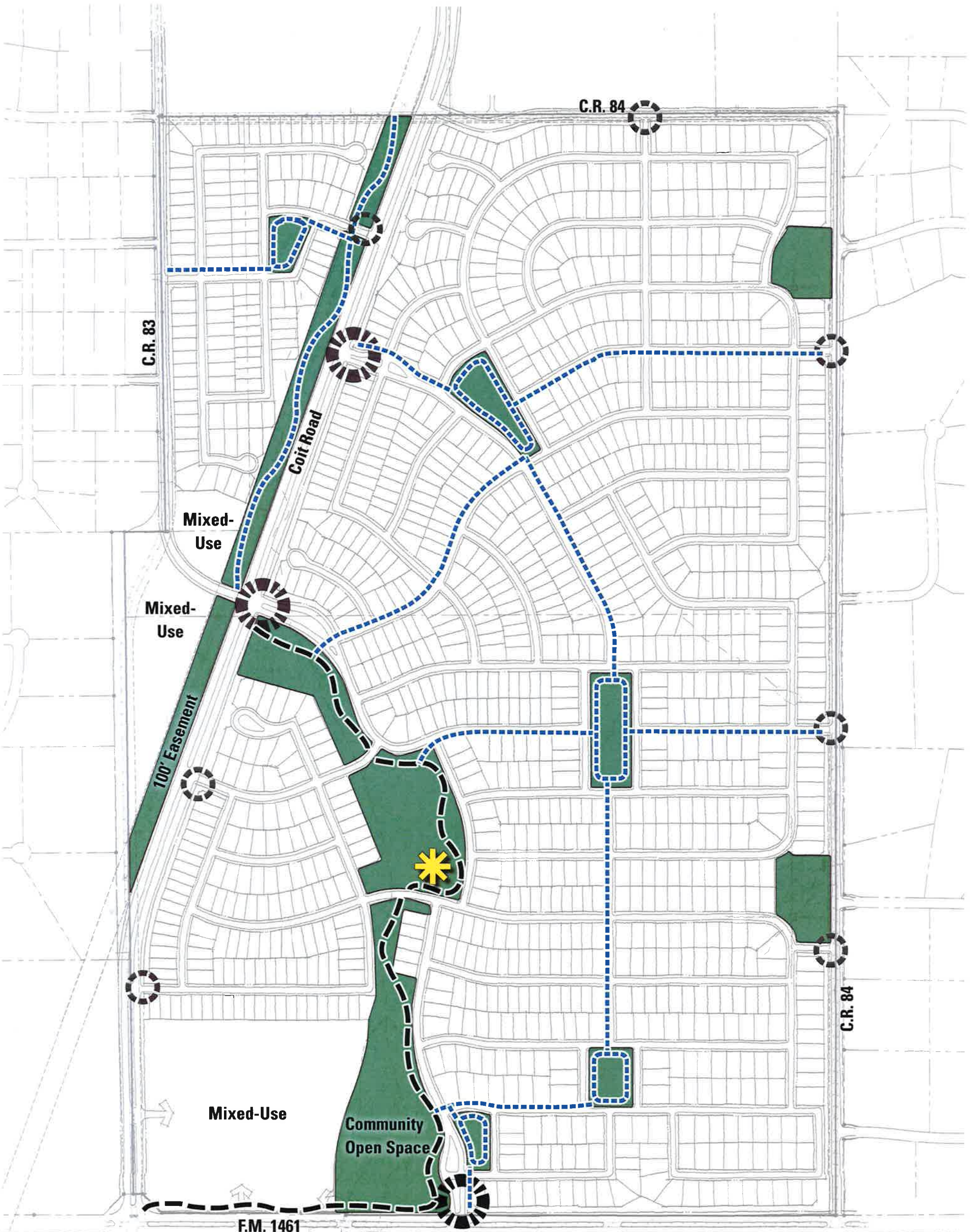
CITY OF CELINA

APR 23 2015

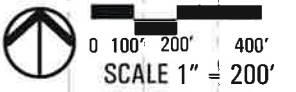
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TBG James Knapp Inc.



AMENITIES & OPEN SPACE		TRAILS	NOTES
	Secondary Entry	 8' (minimum width) Regional Hike & Bike Trail	City Standard Open Space Requirement -- One acre per every 75 housing units = 17.3 acres *For informational purposes only
	Primary Entry	 6' (minimum width) Trail ** 6' Trails in front of homes to be built by builder.	
	Amenity Center	* 5' minimum width on all other walks	
	Open Space	** Material on all walks and trails to be concrete. City shall consider design alternative materials such as decomposed granite at the time of design.	
	40.8 AC		



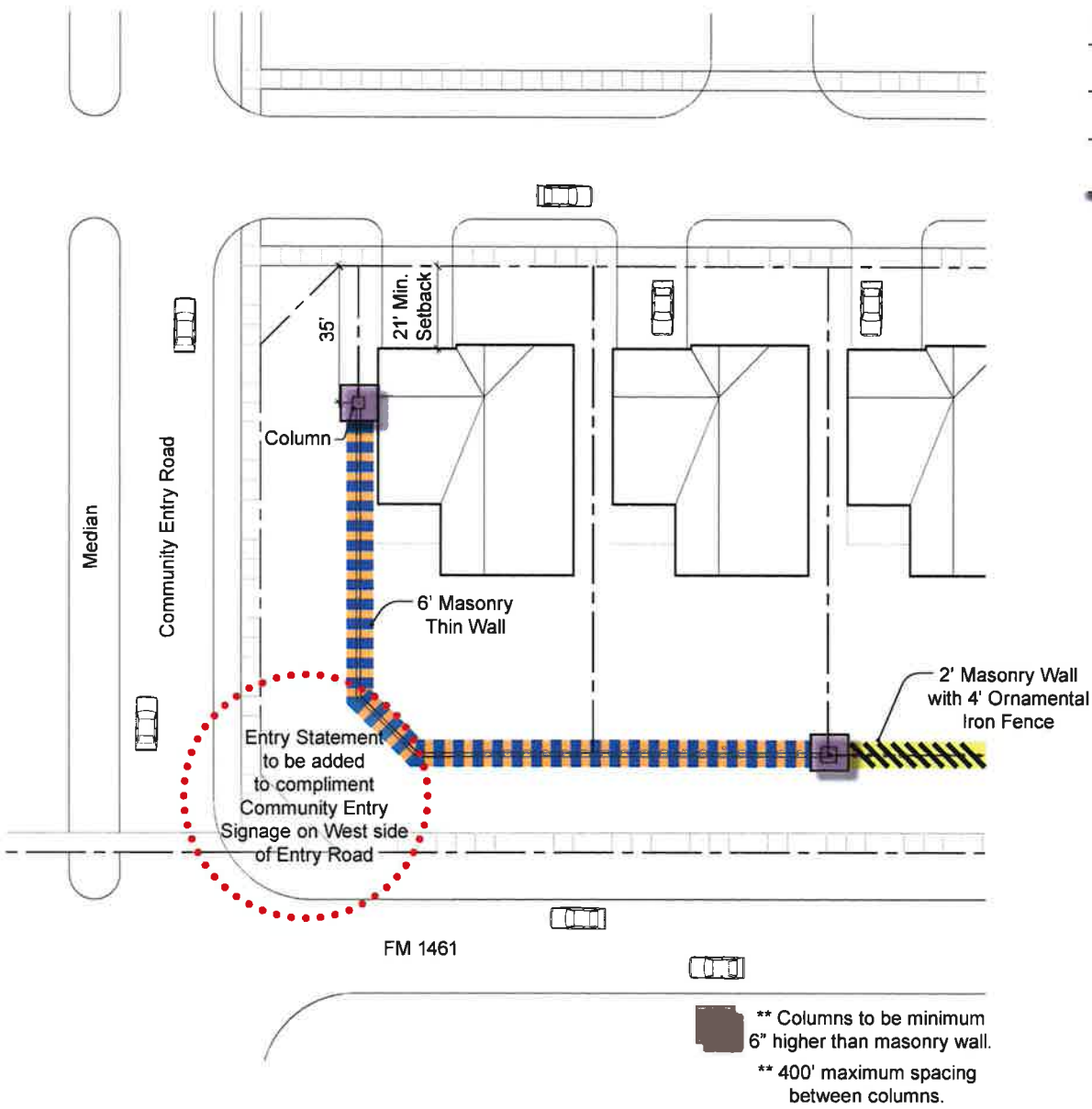
WELLS SOUTH TRACT / OPEN SPACE & AMENITY DIAGRAM

Celina, TX
Information shown is based on the best information available and is subject to change without notice.



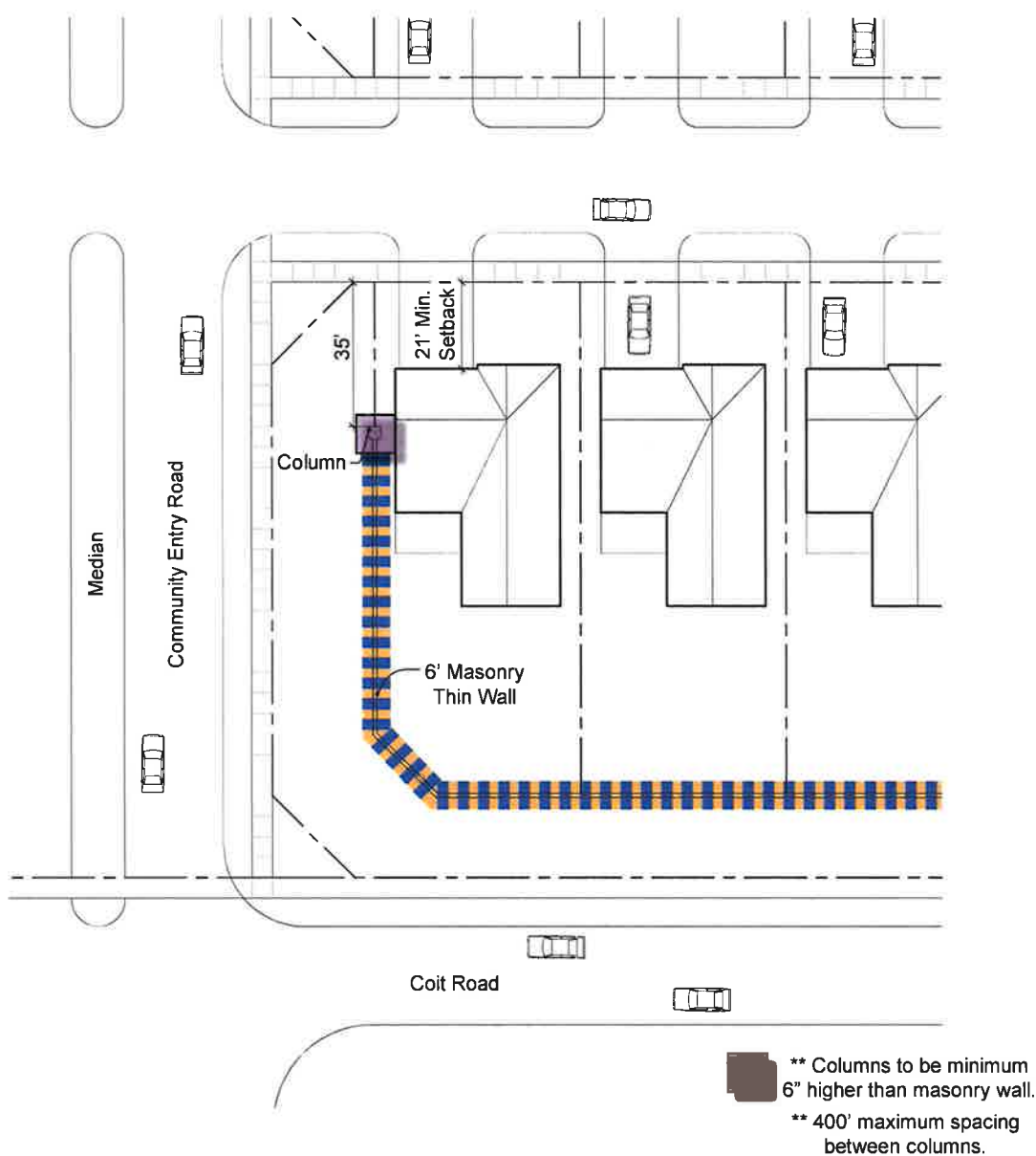
APR 23 2015

Community Entry at FM 1461 (Ornamental Fence Option)



LEGEND	
	6' Column
	2' Masonry Wall with Ornamental Fence
	6' Masonry Wall

Community Entry at Coit Road (Masonry Option)



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APR 22 2015
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INDEX MAP



* Secondary Entries - These entries contain no median but shall have a similar screening condition.

WELLS SOUTH TRACT / COMMUNITY ENTRY ENLARGEMENTS

Celina, TX

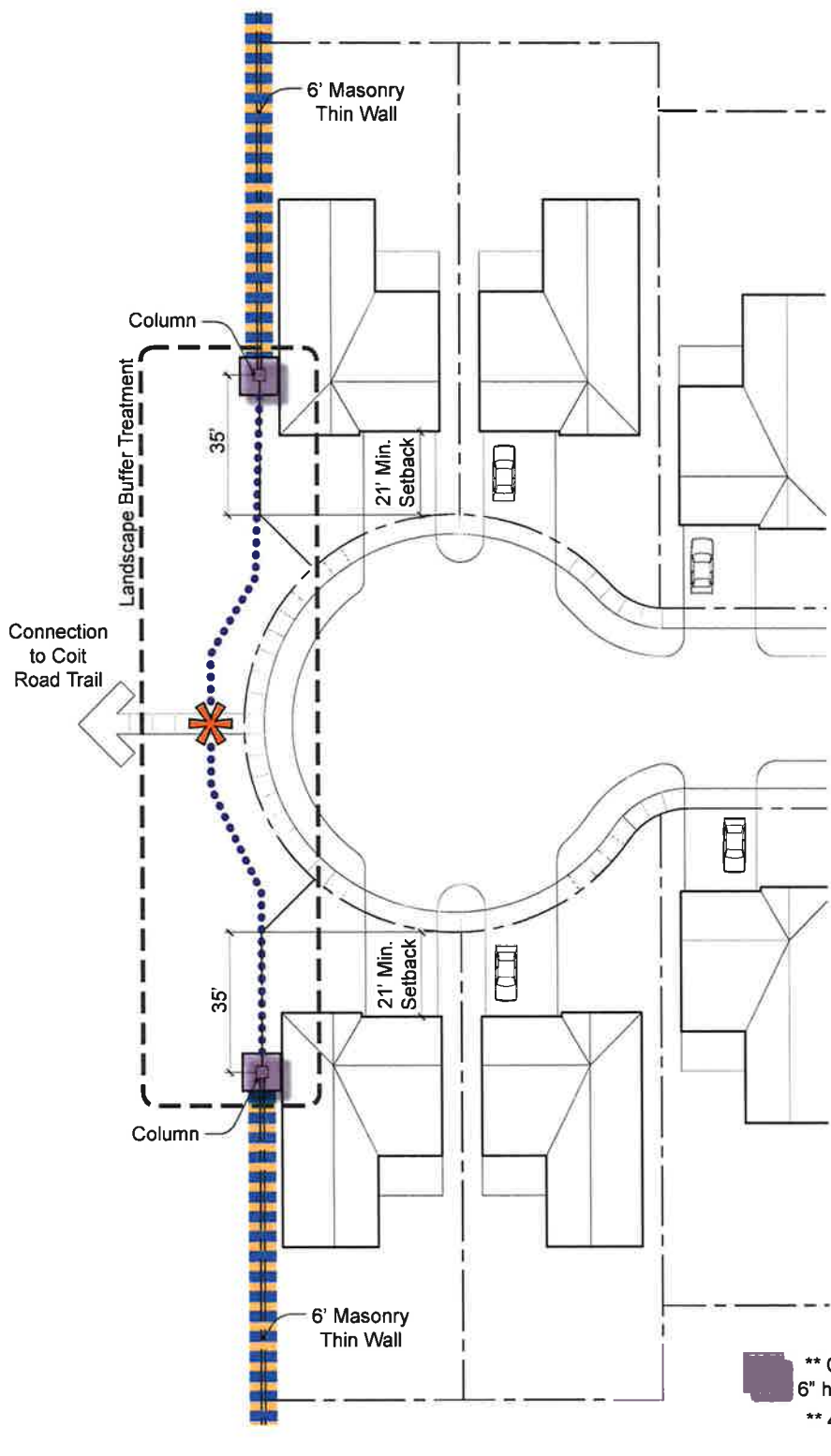
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James Knapp, LLC
Local Planning & Design Services

Typical Cul-de-Sac



LEGEND	
	6' Column
	6' Masonry Wall
	Decorative Metal Fencing
	Decorative Metal Gate



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WELLS SOUTH TRACT / CUL-DE-SAC LAYOUT

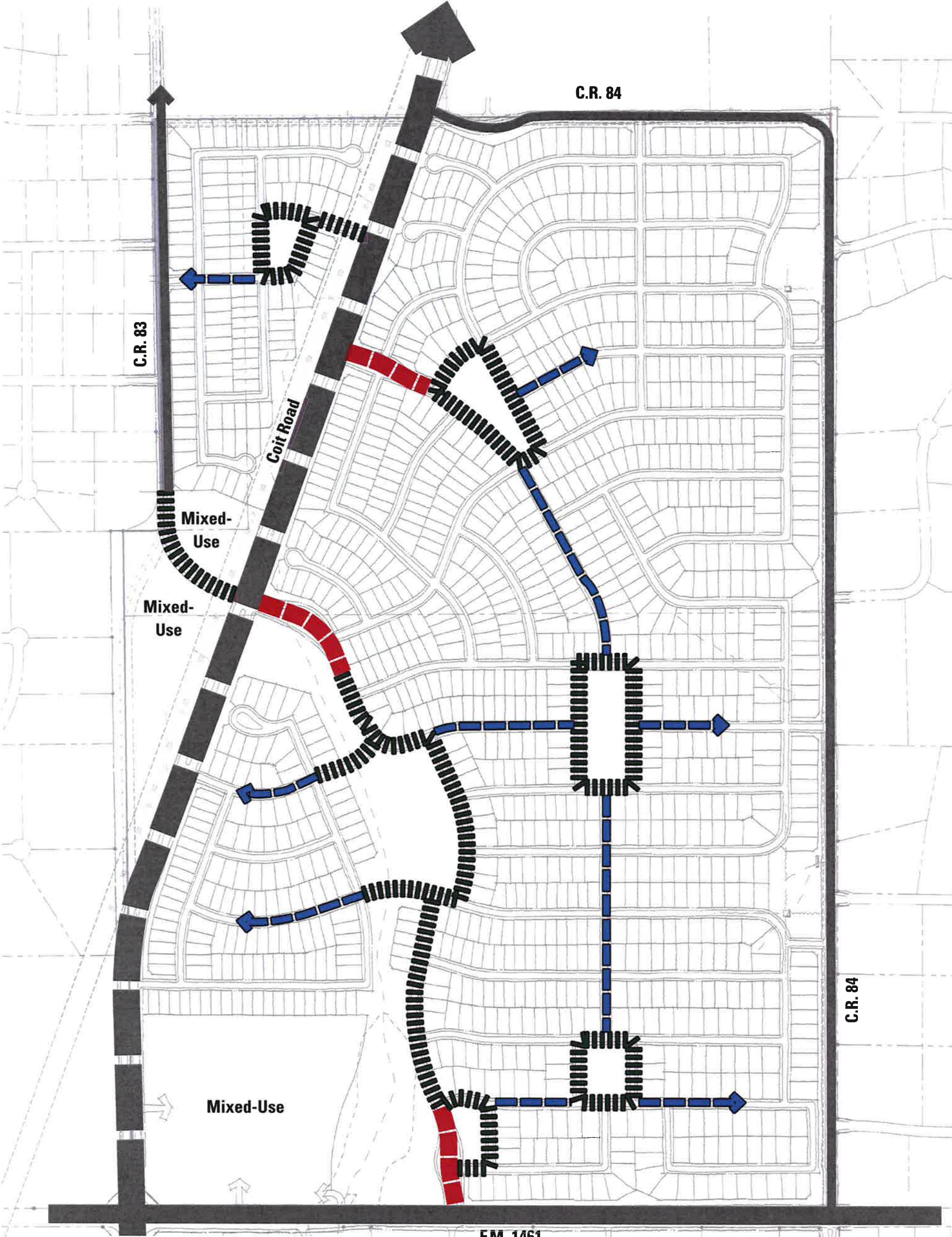
Celina, TX

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Land Planning & Surveying



STREET TYPE LEGEND		
SYMBOL	STREET TYPE	R.O.W.
	Coit Road	120'
	Entry Street	85'
	Parkway	60'
	Neighborhood Street (Typ.)	50'

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APR 22 2015
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WELLS SOUTH TRACT / STREET SYSTEM DIAGRAM

Celina, TX

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Land Planning & Urban Design



OPEN SPACE AND AMENITY LEGEND

- CR-84 Section 1 to Be Built After 500 Building Permits or Issuance of 3rd PID Bond
- CR-84 Section 2 to Be Built After 750 Building Permits or Issuance of 4th PID Bond
- To Be Built as Adjacent Phases are Platted

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WELLS SOUTH TRACT / STREET PHASING DIAGRAM

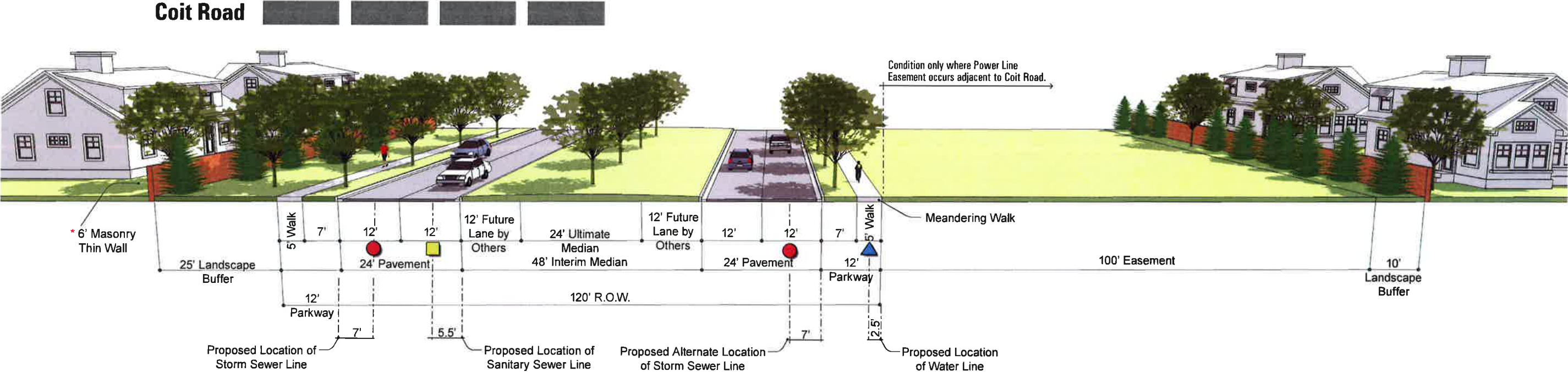
Celina, TX

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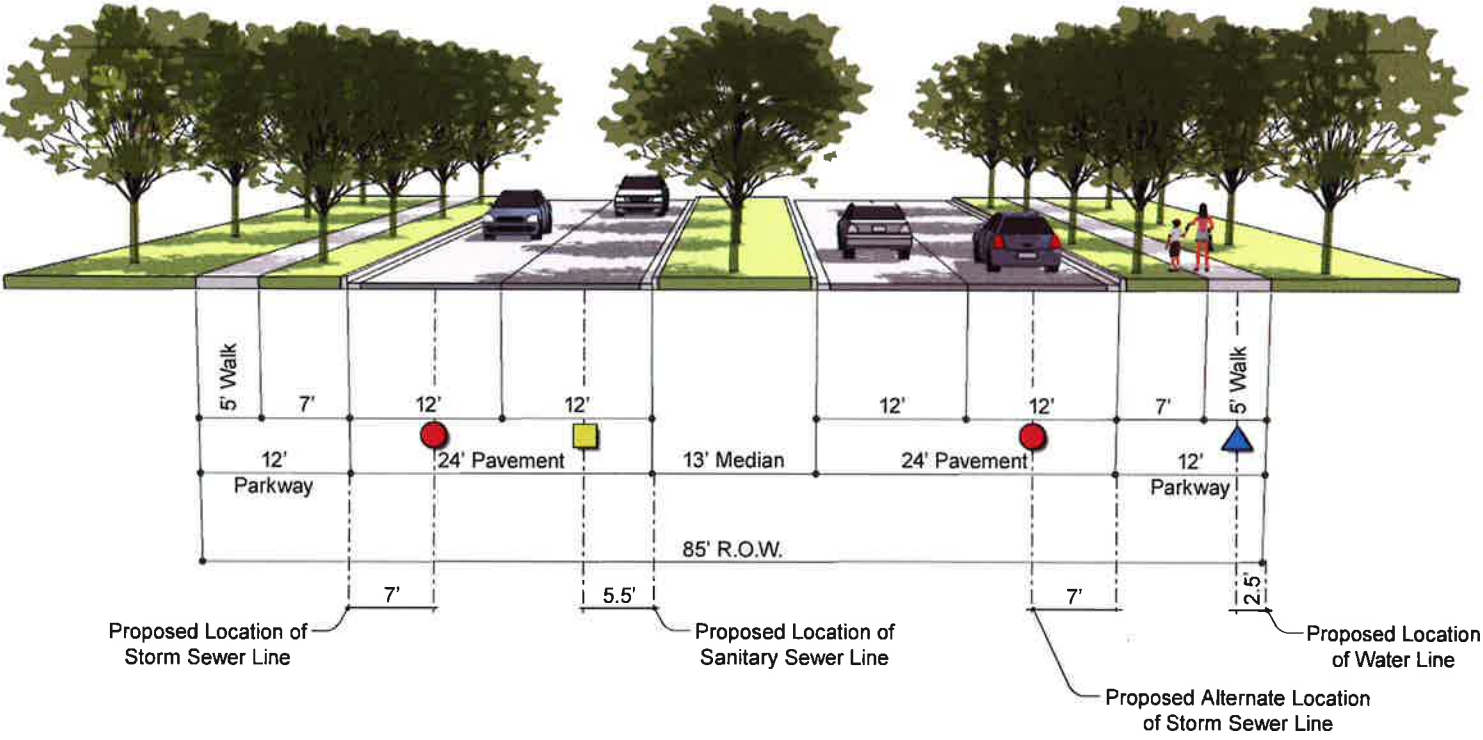
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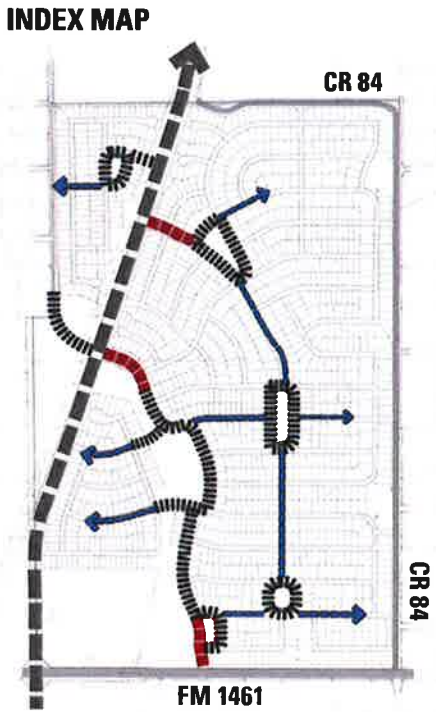


Entry Street



UTILITIES LEGEND

●	Storm Sewer Line
■	Sanitary Sewer Line
▲	Water Line

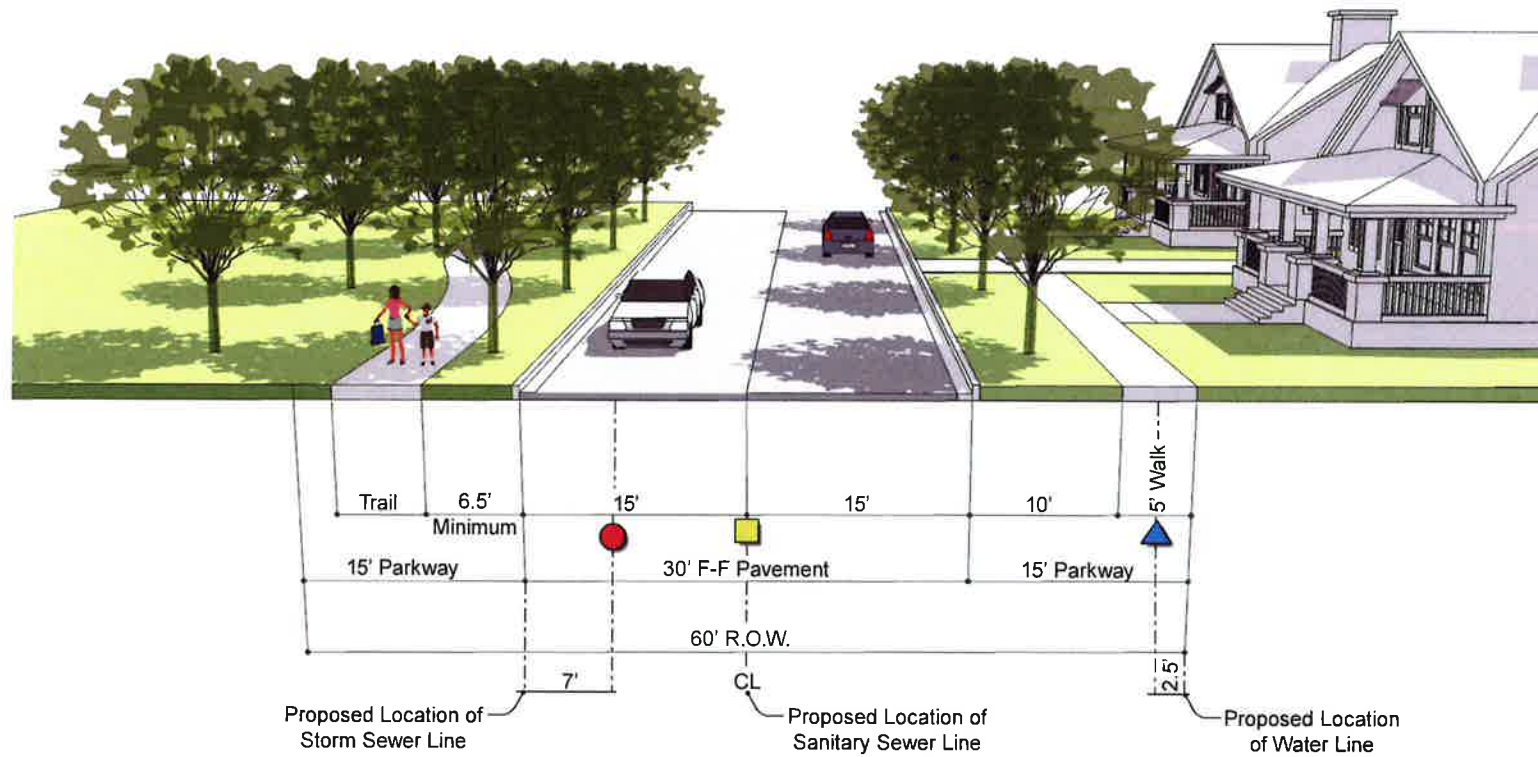


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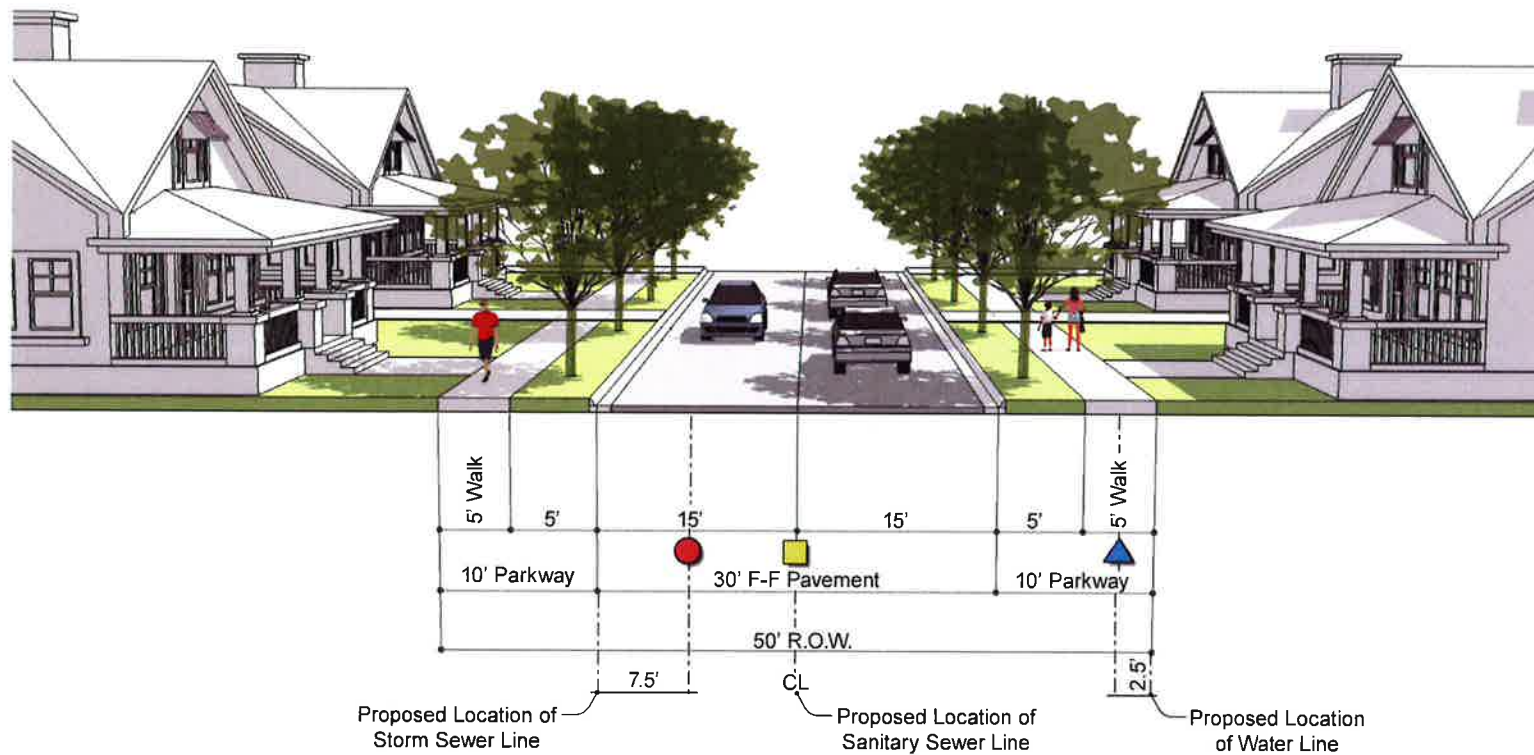
WELLS SOUTH TRACT / STREET SECTIONS



Parkway

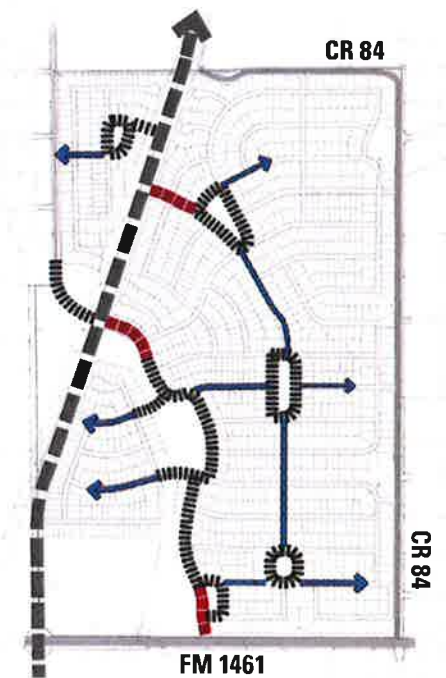


Neighborhood Street (Typ.)



UTILITIES LEGEND	
	Storm Sewer Line
	Sanitary Sewer Line
	Water Line

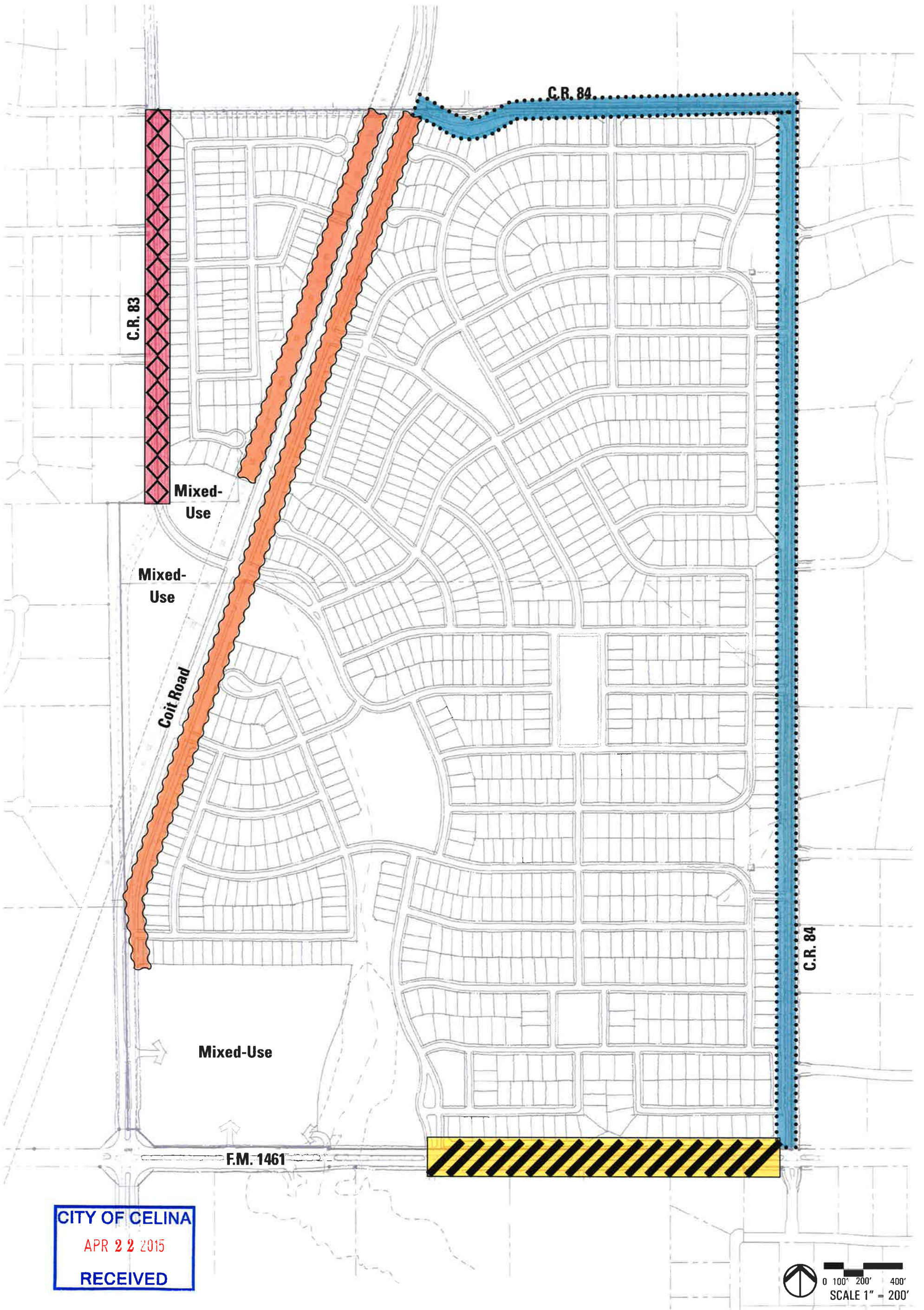
INDEX MAP



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WELLS SOUTH TRACT / STREET SECTIONS



WELLS SOUTH TRACT / **LANDSCAPE EDGE TREATMENT AREA**

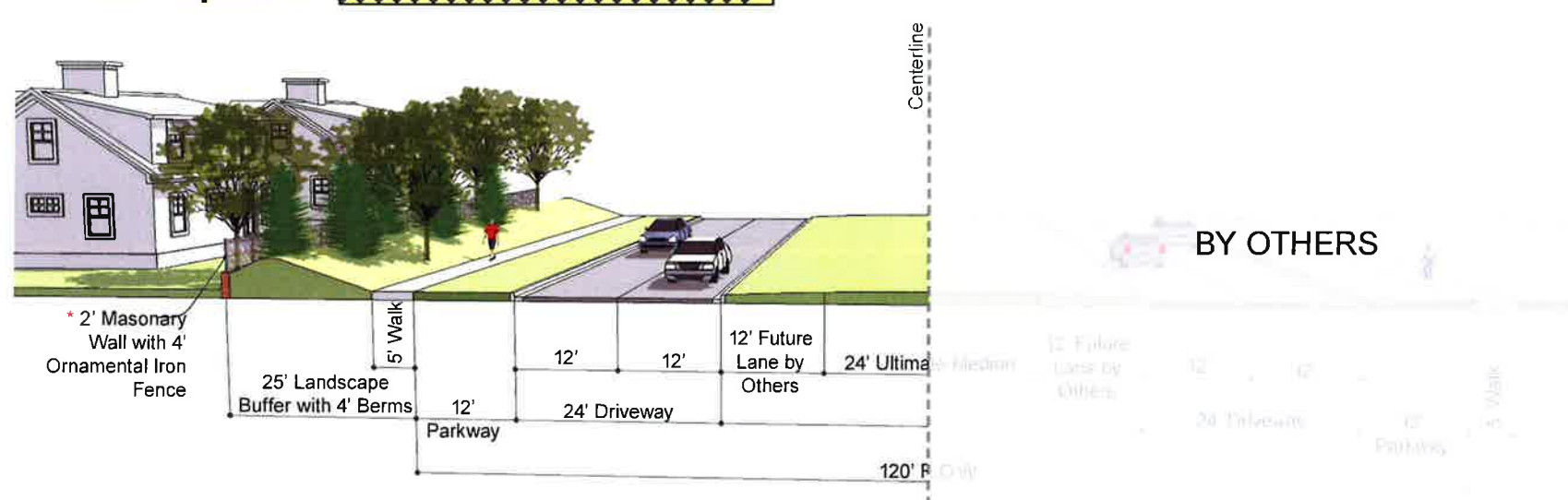
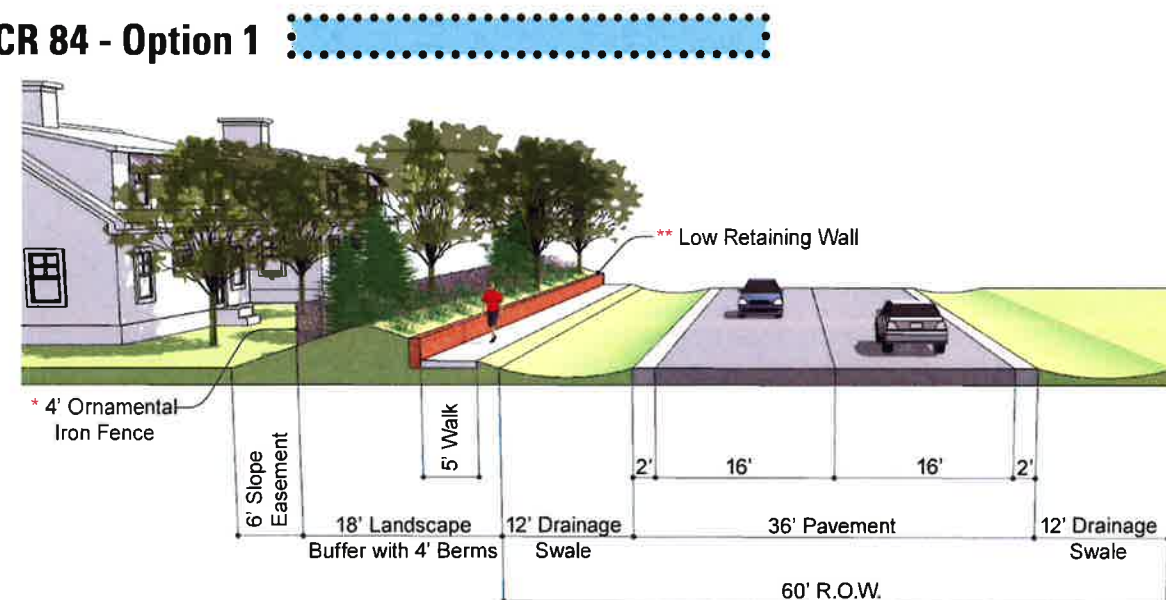
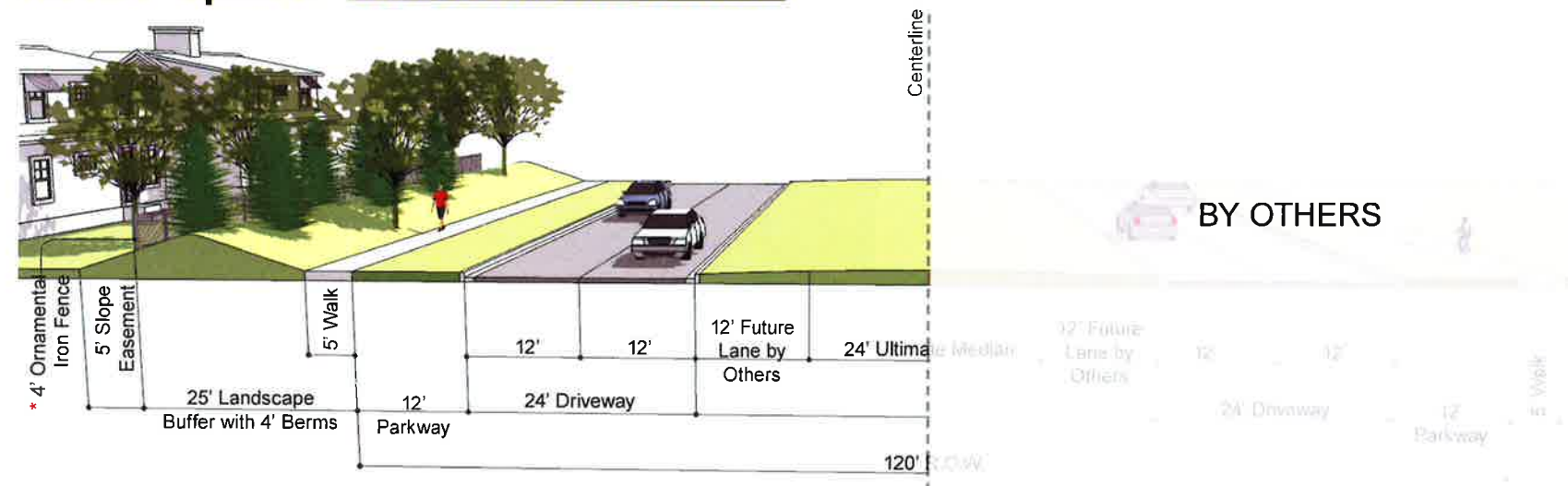
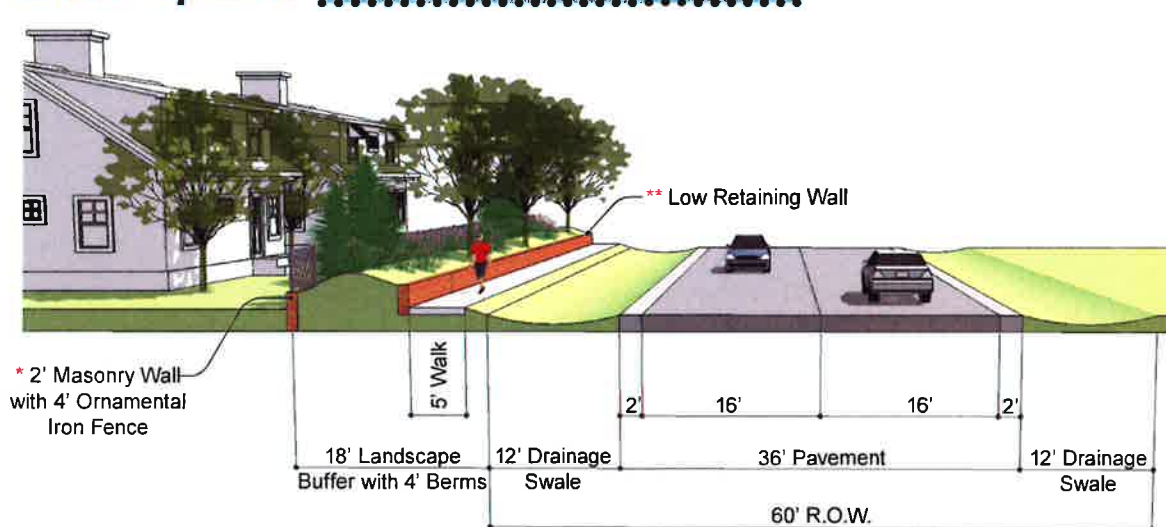
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FM 1461 - Option 1**CR 84 - Option 1****FM 1461 - Option 2****CR 84 - Option 2**

*No wood fences shall be used at rear or sides of residential homes along F.M. 1461.

** Trail shown for conceptual purposes only. The trail shall meander along F.M. 1461 and retaining walls shall only be built where necessary. Reference F.M. 1461 perspective for an example of meandering walk.

*No wood fences shall be used at rear or sides of residential homes along CR 84.

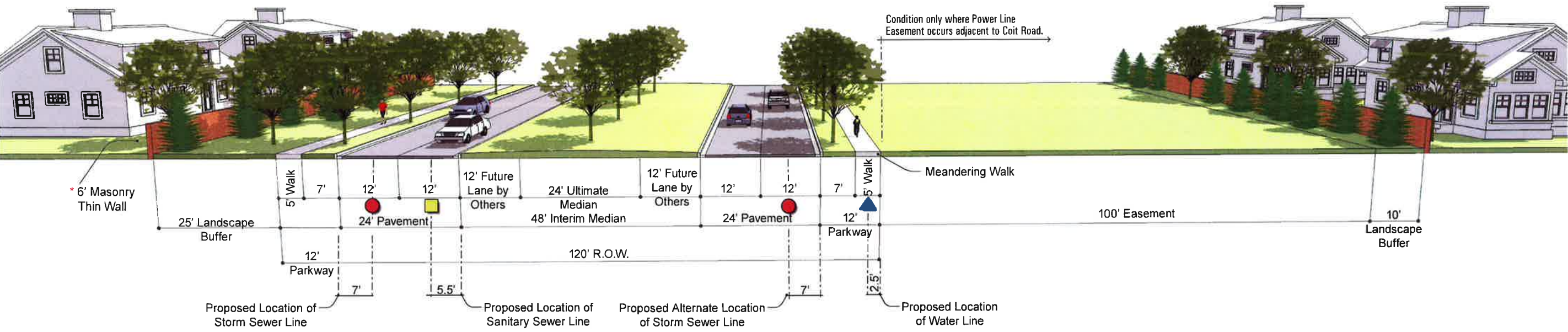
** Trail shown for conceptual purposes only. The trail shall meander along CR 84 and retaining walls shall only be built where necessary. Reference CR 84 perspective for an example of meandering walk.

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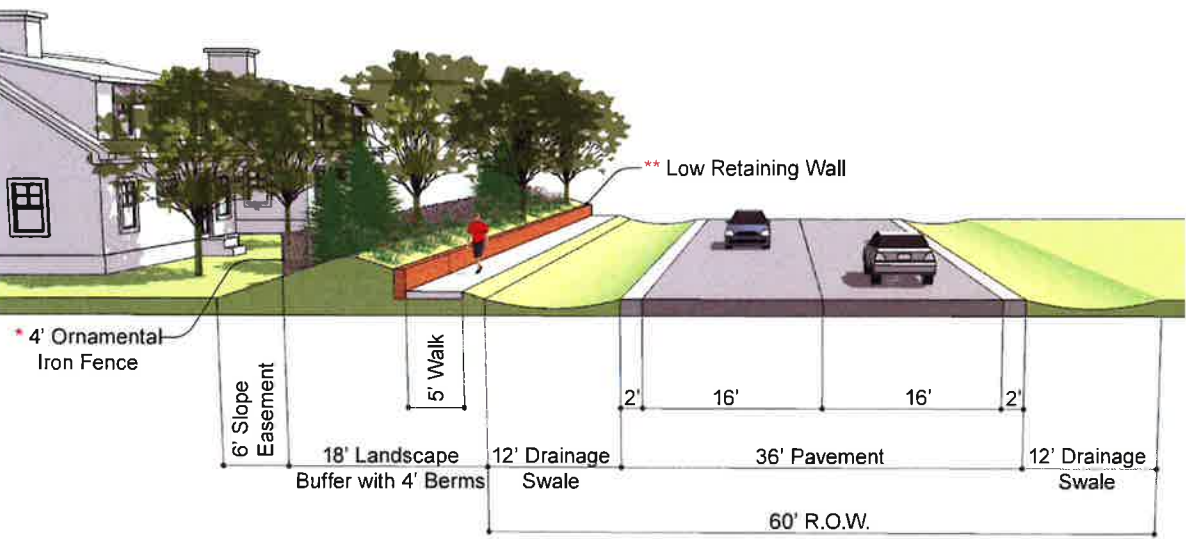
WELLS SOUTH TRACT / EDGE TREATMENT SECTIONS

Coit Road



* No wood fences shall be used at rear or sides of residential homes along Coit Road.

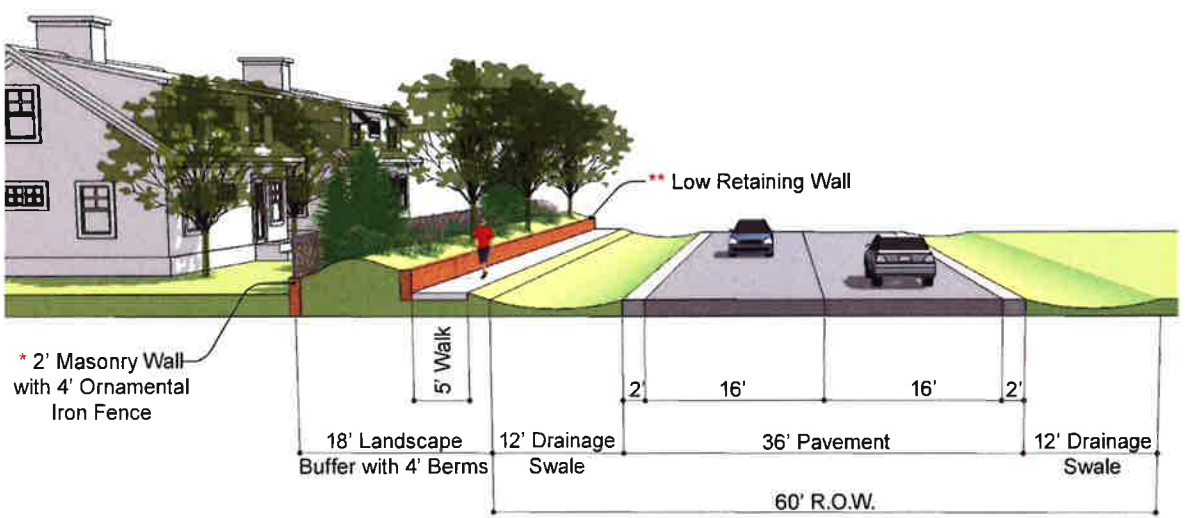
CR 83 - Option 1



*No wood fences shall be used at rear or sides of residential homes along CR 83.

** Trail shown for conceptual purposes only. The trail shall meander along C.R. 83 and retaining walls shall only be built where necessary. Reference CR 83 perspective for an example of meandering walk.

CR 83 - Option 2



UTILITIES LEGEND

●	Storm Sewer Line
■	Sanitary Sewer Line
▲	Water Line



WELLS SOUTH TRACT / EDGE TREATMENT SECTIONS

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Side Lot Edge Treatment Option 1



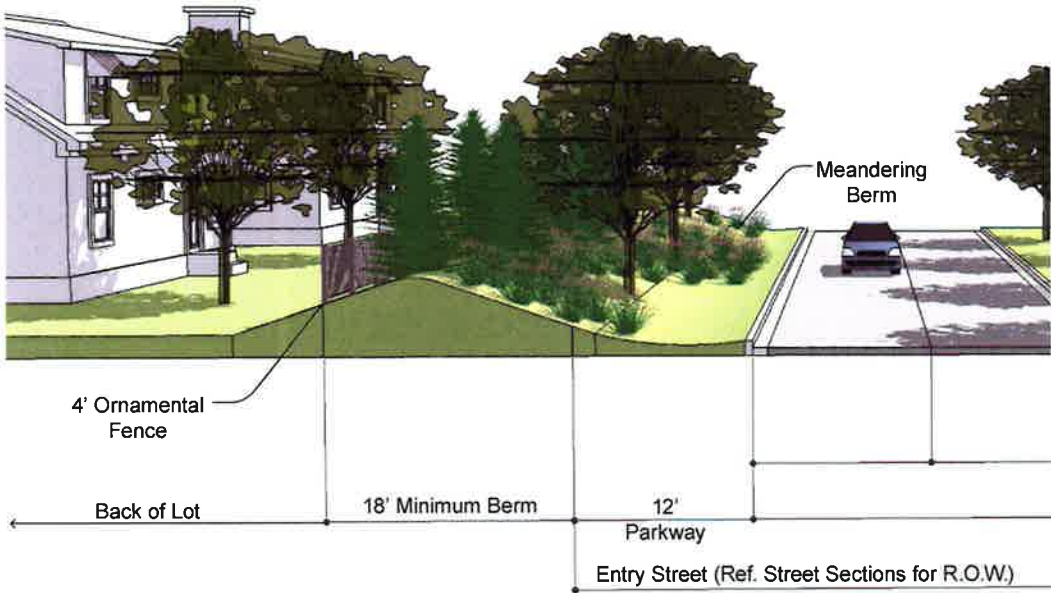
*Walk shown for conceptual purposes only. The walk shall meander through parkway.

Side Lot Edge Treatment Option 2

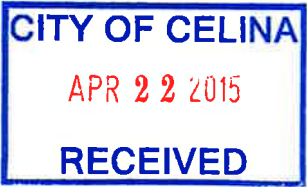


*Walk shown for conceptual purposes only. The walk shall meander through parkway.

Rear Lot Edge Treatment Option

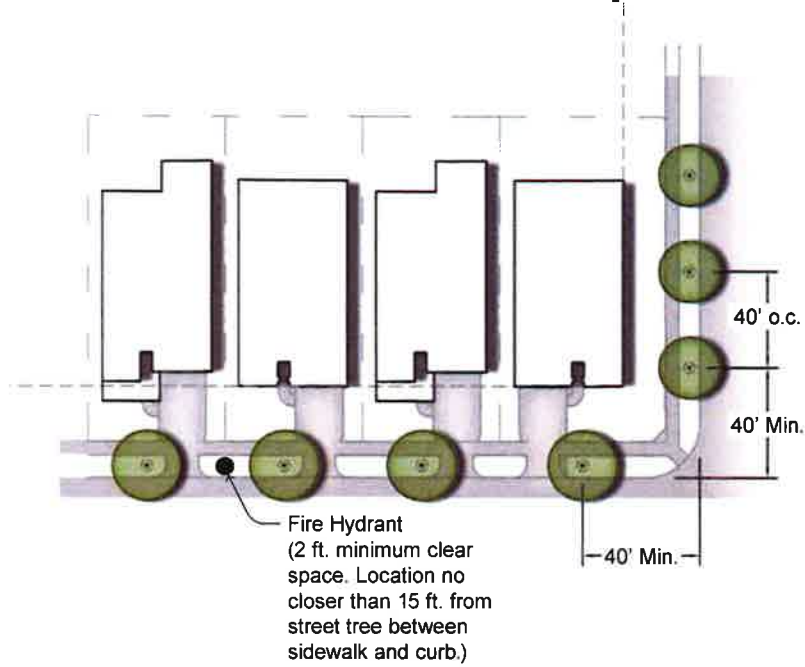


** Side lot edge treatment options can be applied to rear lot conditions.

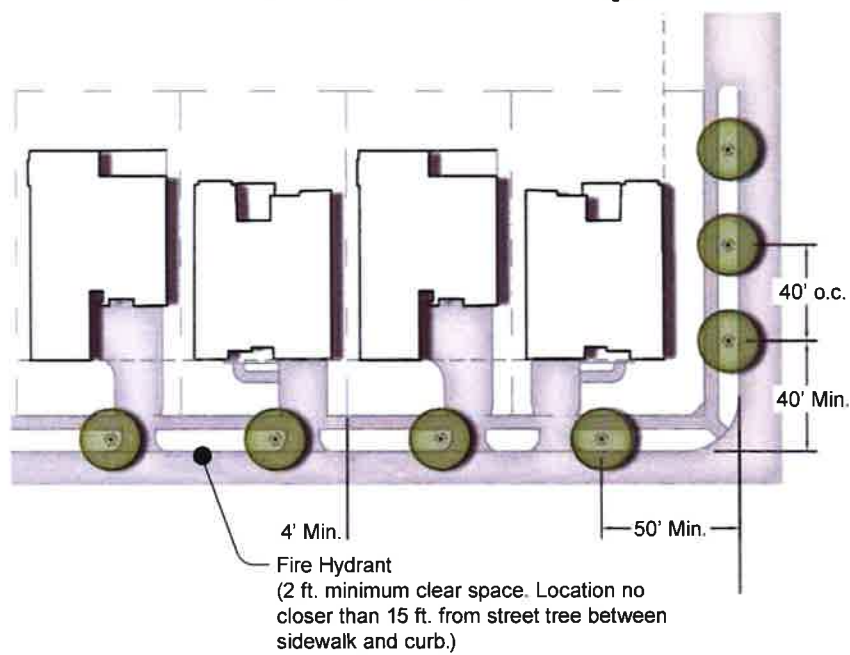


WELLS SOUTH TRACT / INTERNAL EDGE TREATMENT

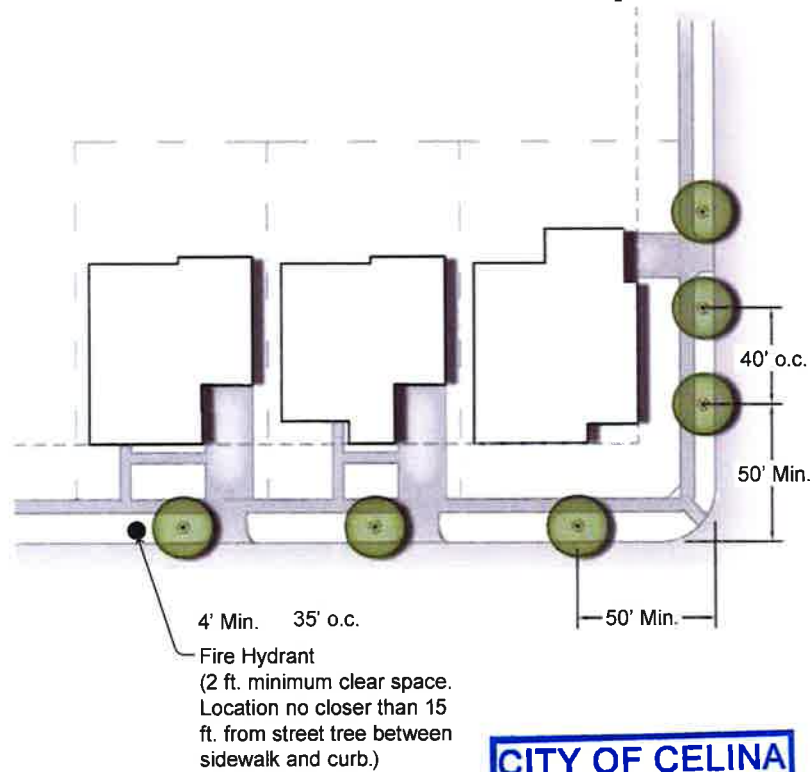
50' Lot Street Tree Layout



60' Lot Street Tree Layout



70' Lot Street Tree Layout



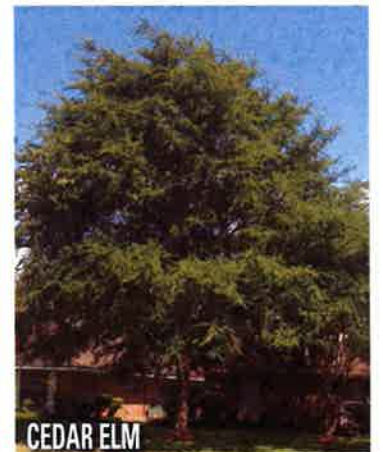
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**Street trees are subject to section 12 of Exhibit D.

Tree Lined Street Examples



Street Tree Palette



WELLS SOUTH TRACT / STREET TREE PROGRAM

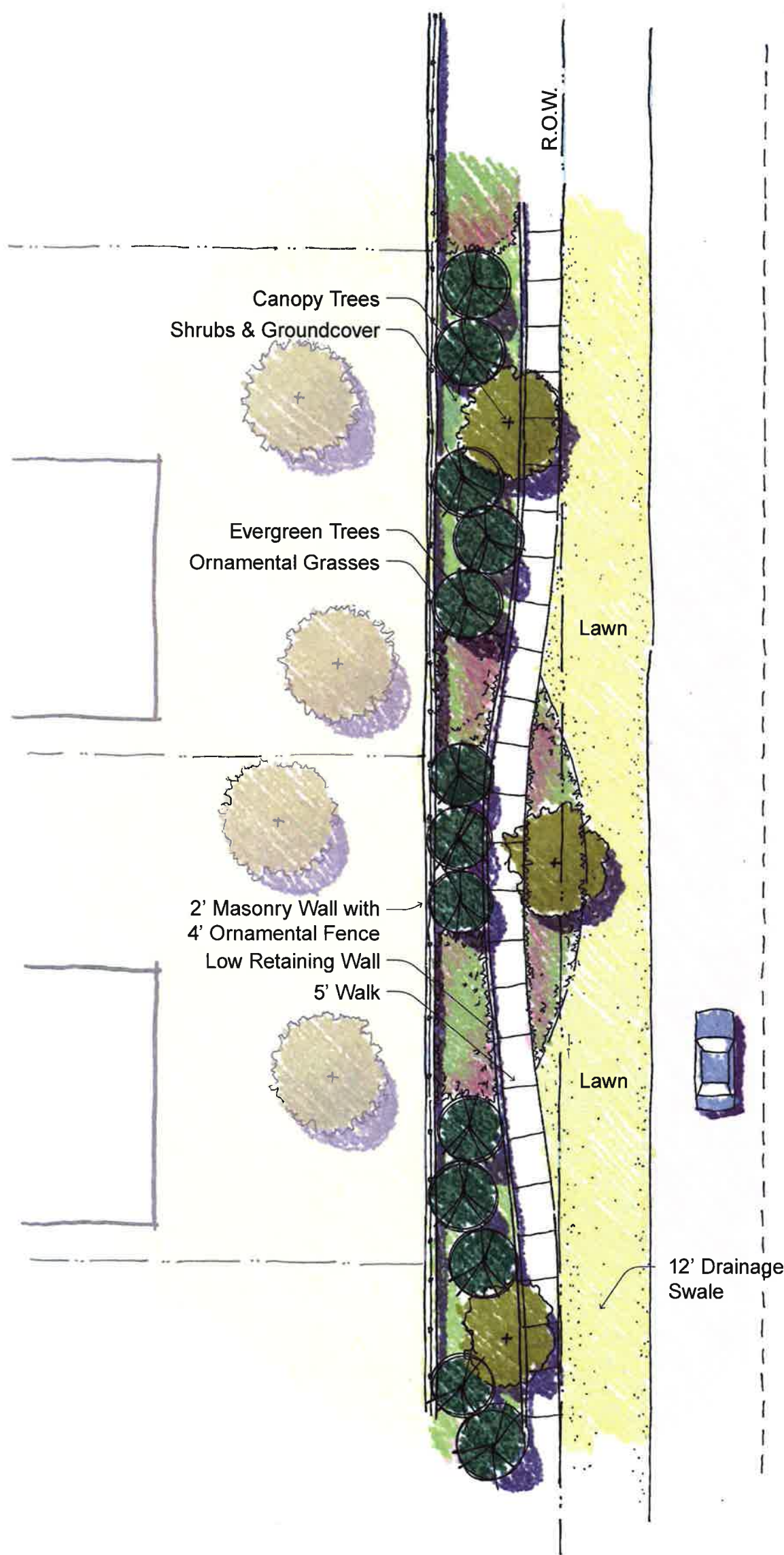
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Typical Landscape Edge Treatment Plan



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