NOTICE OF
CITY COUNCIL REGULAR MEETING
FIRST UNITED METHODIST CHURCH 112 N. COLORADO ST, CELINA, TX 75009
TUESDAY, APRIL 14, 2015 AT 5:00 PM

AGENDA

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. New Hire Introduction - Shaw

B. Eagle Scout Project by Matt Anderson - Liebman

C. Events Update - Montgomery/Ricketts

D. Citizen Survey Review - Montgomery

E. Update on Keep Celina Beautiful - Norris

F. Engineering Project Update - Johnson

G. Discussion regarding a development agreement for Wells South (CR 84 and east of CR 84) - Liebman

H. Discussion regarding any/all agenda items

III. EXECUTIVE SESSION:

The Celina City Council will convene into Executive Session pursuant to Texas Government code Section 551.074 Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public offier or employee

A. Mainstreet/Marketing Director

Reconvene into Open Session and act upon items discussed in executive session

IV. PLEDGE OF ALLEGIANCE/INVOCATION:

Matthew Prather, Grace Bridge

V. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

VI. OPEN FORUM:

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

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

VII. **CONSENT AGENDA:** Items are considered self-explanatory and will be enacted with one motion. No separate discussion of these items will occur unless so requested by at least one member of the City Council.

A. 1062 : Consider and Act Upon Aproval of Meeting Minutes from 03/17/2015 and 03/24/2015. Faulkner

B. Consider and Act Upon a Resolution Authorizing Continued Participation with the Steering Committee of Cities Served by Oncor; and Authorizing the Payment of 11 Cents Per Capita to the Steering Committee to Fund Regulatory and Legal Proceedings and Activities Related to Oncor Electric Delivery Company, LLC. Toutounchian

C. Consider and Act Upon an Ordinance Amending the City's Code of Ordinances, Appendix A, Fee Schedule.

D. Consider and Act Upon a Resolution of the City Council of the City of Celina, Texas, Setting a Date, Time and Place (Tuesday, May 12, 2015 at 6:30 PM & May 12, 2015 at 6:35 PM) for Public Hearings on the Proposed Annexations of Certain Properties by the City and Authorizing and Directing the City Secretary to Publish Notice of Such Public Hearings and Authorizing City Staff to Take All Necessary Actions to Fulfill the Requirements of the Municipal Annexation Act. Liebman

E. Consider and Act Upon Setting a Date for the 2016 Celina Cajun Festival Event

VIII. **PUBLIC HEARING/ACTION:**

A. Conduct a Public Hearing to Consider Testimony and Take Action Regarding an Ordinance Amending the City's Code of Ordinances, Chapter 14: Zoning, Article 14.05, Development Standards and Use Regulations, Division 6: Supplemental Regulations, to Add a New Section 14.05.193, Entitled "Hotel/Motel Development" and to Amend Article14.01: General Provisions, Section 14.01.007: Definitions. Liebman

B. Conduct a Public Hearing to Consider Testimony and Take Action Regarding an Ordinance Amending the City's Code of Ordinances, Chapter 14: Zoning, Article 14.05: Development Standards and Use Regulations, Division 6: Supplemental Regulations, to Add a New Section 14.05.192, Entitled "Private Street Development." Liebman

C. Conduct a Public Hearing to Consider Testimony and Take Action Regarding an Ordinance Amending the City's Comprehensive Master Plan, Ordinance No. 2013-06, to Amend the City's Master Thoroughfare Plan and Master and Use Plan Exhibits. Liebman

D. Conduct a Public Hearing to Consider Testimony and Take Action Regarding a Development Agreement for Wells South, Approximately 403.1 Acres Generally Located North of FM 1461, 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

E. Conduct Two Public Hearings at 6:30 P.M. and 6:35 P.M. Regarding an Involuntary Annexation of a ±10 Acre Tract of Land Located in the MEP and P Ry Co Survey, Abstract Number 653, Tract 14, Collin County, Texas. the Property is Generally Located North of Carthage Road, West of SH 289, East of the BNSF Railroad and South of Mark Alexander Ct. (Van Family Trust) Liebman

F. Conduct Two Public Hearings at 6:30 P.M. and 6:35 P.M. Regarding an Involuntary Annexation of a ±7.37 Acre Tract of Land Located in the MEP and P Ry Co Survey, Abstract Number 653, Tract 12, Collin County, Texas. the Property is Generally Located North of Carthage Road, West of SH 289, East of the BNSF Railroad and South of Mark Alexander Ct. (Shmaisani) Liebman

G. Conduct Two Public Hearings at 6:30 P.M. and 6:35 P.M. Regarding an Involuntary Annexation on a ±1.025 Acre Tract of Land Located in the MEP and P Ry Co Survey, Abstract Number 653, Tract 13. the Property is Generally Located West of SH289 South of Mark Alexander Ct., East of the BNSF Railroad, and North of E. Carthage Road. (Halford) Liebman

H. Conduct Two Public Hearings at 6:30 P.M. and 6:35 P.M. Regarding an Involuntary Annexation of a ±8.931 Acre Tract of Land Located in the Tri Dal Addition, Lot 1, Block A. the Property is Generally Located West of SH289, South of Mark Alexander Ct., East of the BNSF Railroad, and North of E. Carthage Road. (Champion) Liebman

I. Conduct Two Public Hearings at 6:30 P.M. and 6:35 P.M. Regarding a Voluntary Annexation Request from Shea Kirkman on Behalf of AVEX for ±86.64 Acre Tract of Land Located in the John Morton Survey, Abstract Number 791, the Anthony Thomasson Survey, Abstract Number 1265, Denton County, Texas. the Property is Generally Located South of Carey Road, North of Parvin Road and West of CR 6 (Legacy Drive). (Celina 86) Liebman

J. Conduct Two Public Hearings at 6:30 P.M. and 6:35 P.M. Regarding a Voluntary Annexation Request on ±4.518 Acre Tract of Land Located in the John Ragsdale Survey, Abstract Number 735, Collin County, Texas. the Property is Generally Located North and East of FM 455, West of CR 946 and South of the Grayson/Collin County Line. (Pakvest) Liebman

IX. ACTION ITEM:

A. Consider and Act Upon a Resolution of the City of Celina, Texas, Establishing a Time and Date for Regularly Scheduled Meetings and Work Sessions. Mayor Terry

B. Consider and Act Upon a Final Plat for Parkside Phase 1, Approximately ±22.788 Acres Situated in the M.E.P. & P.R.R. CO. Survey, Abstract No. 644. the Property is Generally Located West of Tolleson Drive, South of FM 455, North of W. Sunset Boulevard and East of FM 428. Liebman

C. Consider and Act Upon Approval of a Request from Gentle Creek Country Club and the Cinco De Mayo Committee for a Temporary Waiver from Celina Code of Ordinances Chapter 8, Offenses and Nuisances, Article 8.01 General Provisions, Section 8.01.002 Consumption of Alcoholic Beverage in a Public Place, to Allow Them to Serve Alcohol (Gentle Creek Country Club), in and Around the Area Commonly Known as the Celina Square During Cinco De Mayo on Saturday, May 9, 2015 from 2:00 P.M. to 11:00 P.M.

D. Consider and Act to Authorize the City Manager to Execute a Memorandum of Understanding (MOU) with the Wellspring Group to Determine the Sequence of Water and Wastewater Events to Service Their Tract.

E. Consider and Act Upon Donation of Funds to El Puente De Celina Cinco De Mayo Scholarship. Foreman

X. 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

Human Resources
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Haley Norris, HR Manager
Date: April 14, 2015
Re: <Insert Subject/RE Here>

Action Requested:

New Hire Introduction for Library Employees

Background Information:

Two new Part-Time Library Assistants hired in March. Both are Celina residents - Bay Henderson and Mary-Lou Ditmore.

Staff Recommendation:

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.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Michael Montgomery, Administrative Services
Date: April 14, 2015
Re: <Insert Subject/RE Here>

Action Requested:

<Formal Title>

Background Information:

The City of Celina in partnership with others hosted a successful the 3rd Annual Celina Cajun Festival on Saturday, March 28th, 2015.

Spectacular weather was a catalyst for a record setting crowd of 7,000-10,000 people. 6,000 pounds of crawfish were sold and over 50 vendors set up shop on and around the downtown square.

Thank you to Mayor and Council, staff, volunteers and sponsors; this event could not be the great success that it was without you.

Financial Considerations:

Final numbers for the proceeds to Main Street and Parks will be available at the regular Council meeting in May

Staff Recommendation:

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.

Human Resources
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Haley Norris, HR Manager
Date: April 14, 2015
Re: N/A

Action Requested:

Update on Keep Celina Beautiful Progress and Announce Members and Logo Competition.

Background Information:

N/A

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

KCB Update - PowerPoint

Staff Recommendation:

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.

City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Faulkner, City Secretary
CC: Mike Foreman, City Manager
Date: April 14, 2015
Re: Meeting Minutes

Action Requested:

Consider and Act Upon Approval of Meeting Minutes from 03/17/2015 and 03/24/2015. Faulkner

Background Information:

<Insert Background Info Here>

Board Review/Citizen Input:

<Insert Review/Citizen input here>

Alternatives:

<Insert Alternative here>

Financial Considerations:

<Insert Financial Considerations here>

Legal Review:

<Insert Legal Review Here>.

Supporting Documents:

<Insert Supporting Documents Here>

Staff Recommendation:

Approve Minutes

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.

NOTICE OF
CITY COUNCIL REGULAR MEETING
FIRST UNITED METHODIST CHURCH 112 N. COLORADO ST, CELINA, TX 75009
TUESDAY, MARCH 17, 2015 AT 5:00 PM

MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Mayor Terry called the meeting to order at 5:00 p.m.

Attendee Name	Organization	Title	Status	Arrived
Wayne Nabors	City of Celina	Place 2	Absent	
Vincent Ramos	City of Celina	Place 3	Absent	
Carmen Roberts	City of Celina	Place 4	Present	
Lori Vaden	City of Celina	Place 5	Present	
Chad Anderson	City of Celina	Place 6	Present	
Sean Terry	City of Celina	Mayor	Present	

II. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Engineering Update-Johnson

B. Introduction of New City Staff-Foreman, Johnson

C. Farmers' Market Update-Vanzant, Baty

D. Discussion regarding any/all agenda items

Mayor Terry presented former Councilman George Kendrick with a plaque of appreciation for his service to the city.

III. EXECUTIVE SESSION:

City Council will convene into Executive Session pursuant to Texas Government Code Section 551.072 Deliberations Regarding Real Property, to deliberate the purchase, exchange, lease or value of real property, and Section 551.071 Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this Chapter

A. Acquisition of southeast sector water and sewer easements

Reconvene into Open Session and act upon items discussed in executive session

Authorize the city staff to negotiate the purchase of the easements as discussed in executive session.

Attachment: 2015-03-17 Minutes (1062 : Meeting Minutes)

The City Council convened into executive session at 5:22 p.m. with Director of Public Works Gabe Johnson, City Manager Mike Foreman and City Attorney Lance Vanzant.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Chad Anderson, Place 6
SECONDER:	Carmen Roberts, Place 4
AYES:	Roberts, Vaden, Anderson
ABSENT:	Nabors, Ramos

IV. PLEDGE OF ALLEGIANCE/INVOCATION:

Mayor Terry led the pledges of allegiance. David Stone gave the invocation.

V. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. Texas Best Practices Recognition

Murphy Police Chief G.M. Cox presented the Celina Police Department with a Certificate of Re-recognition for the Texas Best Practices Program.

B. National Main Street Recognition

Main Street Director Terri Wilson informed the City Council of Celina's National Main Street Recognition and mentioned the upcoming Cajun Fest and Golf Tournament.

C. Kyle Mills Certificate of Appreciation

City Manager Mike Foreman thanked Kyle Mills for his additional work as IT Director for the last three years.

D. Public Works Department Recognition

The Public Works Department was recognized for their extra work during recent bad weather days.

VI. OPEN FORUM:

No comments were received

VII. CONSENT AGENDA:

Mayor Terry recused himself from the meeting at 6:49 due to a conflict of interest and left the room. Mayor Pro Tem Roberts called for a vote on the consent agenda. Approved with corrected exhibits for item L.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Lori Vaden, Place 5
SECONDER:	Chad Anderson, Place 6
AYES:	Roberts, Vaden, Anderson
ABSENT:	Nabors, Ramos

A. Consider and Act Upon Approval of Meeting Minutes From: 02/10/2015, 02/25/2015. Faulkner

B. Consider and Act Upon an Agreement by and Between Denton County Elections Administrator and the City of Celina for Election Services for the May 9,2015 General City Election. Faulkner

Attachment: 2015-03-17 Minutes (1062 : Meeting Minutes)

C. Consider and Act to Authorize the City Manager to Execute a Memorandum of Understanding (MOU) with NTTA and Collin County for Dallas North Tollway ROW Utility Crossings. Johnson

D. Consider and Act to Authorize the City Manager to Execute Amendment #3 to the Parkside Development Agreement. Johnson

E. Consider and Act to Accept a Petition for Annexation and Set Two Public Hearing Dates on April 14, 2015, 6:30 P.M. and 6:35 P.M., to Consider Testimony Regarding Annexing ±86.64 Acre Tract of Land Located in the John Morton Survey, Abstract Number 791, the Anthony Thomasson Survey, Abstract Number 1265, Denton County, Texas. the Property is Generally Located South of Carey Road, North of Parvin Road and West of CR 6 (Legacy Drive). (West Celina 86) Liebman

F. Consider and Act to Accept a Petition for Annexation and Set Two Public Hearing Dates on April 14, 2015, 6:30 P.M. and 6:35 P.M., to Consider Testimony Regarding Annexing ±4.518 Acre Tract of Land Located in the John Ragsdale Survey, Abstract Number 735, Collin County, Texas. the Property is Generally Located North and East of FM 455, West of CR 946 and South of the Denton/Collin County Line. Liebman

G. Consider and Act Upon a Resolution of the City Council of the City of Celina, Texas, Setting a Date, Time and Place (Tuesday, April 14, 2015 6:00 P.M. & Tuesday, April 14, 2015 6:30 P.M.) for Public Hearings on the Proposed Annexations of Certain Properties by the City and Authorizing and Directing the City Secretary to Publish Notice of Such Public Hearings and Authorizing City Staff to Take All Necessary Actions to Fulfill the Requirements of the Municipal Annexation Act. Liebman

H. Consider and Act Upon a Resolution Revising the City's Early Model Home Policy. Liebman

I. Consider and Act Upon a Construction Plat for the Lakes at Mustang Ranch Phase 1 167.863 Acres Situated in the Coleman Watson Survey, Block 4, Tract 26; Abstract No. 945, Collin County, Comprised of 334 Residential Lots and 18 Common Area Lots. the Property is Generally Located North of FM 1461, West of FM 2478, East of CR 84, and South of Brinkmann Ranch Road. Liebman

J. Consider and Act Upon an Ordinance Annexing Approximately 112.286 Acres in the Coleman Watson Survey, Abstract No. 985, Tract 37, Tract 52, and Tract 51, Collin County, Texas, Generally Located North of FM 1461, West of FM 2478, East of CR 84, and South of Brinkmann Ranch Road. (Wellspring Estates) Liebman

K. Consider and Act Upon a Construction Plat for the Creeks of Legacy Model Home Park, 2.712 Acres Situated in the Davenport Survey, Abstract No. 262 and the F.D. Gary Survey, Abstract No. 361, Collin County Comprised of 9 Residential Lots, Generally Located on the Northwest Corner of FM 1461 (Frontier Parkway) and Doe Branch Boulevard. Liebman

L. Consider and Act Upon an Ordinance Annexing Approximately 3.413 Acres Situated in the F. Wilkerson Survey, Abstract No. 1411, Tract #4, 97.547 Acres Situated in the F. Wilkerson Survey, Abstract No. 1411, Tract #12, 52.76 Acres Situated in the F. Wilkerson Survey, Abstract No. 1411, Tract #11A(1) and 36.740 Acres Situated in the F. Wilkerson Survey, Abstract No. 1411, Tract #2, Denton County, Texas, Generally Located at the Northeast Corner of Parvin Road and FM 1385. Liebman

Attachment: 2015-03-17 Minutes (1062 : Meeting Minutes)

VIII. PUBLIC HEARING/ACTION:

A. The Celina City Council Will Conduct a Public Hearing to Consider Testimony and Take Action Regarding a Residential Replat Request on ±0.499 Acres in the Perkins Addition, Lot 6A and 6C, Block 5, an Unrecorded Subdivision in Celina, Texas in the John Willock Survey, Abstract No. 975, and More Commonly Known as 701 W. Walnut Street. Liebman

Approve Public Hearing item A

Mayor Terry returned to the meeting at 6:51 PM and opened the public hearing. No public comments were received. Mayor Terry closed the hearing.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Carmen Roberts, Place 4
SECONDER:	Lori Vaden, Place 5
AYES:	Roberts, Vaden, Anderson
ABSENT:	Nabors, Ramos

IX. ACTION ITEM:

A. Consider and Act Upon an Ordinance Amending the Zoning on a ±510.80 Acre Tract of Land Situated in the F. Wilkerson Survey, Abstract Number 1411; H. Rue Survey, Abstract Number 1111; T. Cox Survey, Abstract Number 309; J. Rue Survey, Abstract Number 1109; and the C. Jackson Survey, Abstract Number 1546, Denton County, Texas, to "PD" Planned Development District #52, Generally Located at the Northeast Corner of Parvin Road and FM1385. (Sutton Fields) Liebman

Mayor Terry recused himself from the meeting during the discussion and vote on this item. Mayor Pro Tem Roberts called for the vote. Mayor Terry returned to the meeting at 6:51 p.m.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Lori Vaden, Place 5
SECONDER:	Chad Anderson, Place 6
AYES:	Roberts, Vaden, Anderson
ABSENT:	Nabors, Ramos

B. Consider and Act Upon an Ordinance Amending the Zoning on 112.286 Acres Situated in the Coleman Watson Survey, Block 4, Tract 51, Abstract No. 945 in Collin County, Texas, to "PD" Planned Development District #52, Generally Located North of FM 1461, West of FM 2478, East of CR 84, and South of Brinkmann Ranch Road. (Wellspring Estates) Liebman

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Carmen Roberts, Place 4
SECONDER:	Chad Anderson, Place 6
AYES:	Roberts, Vaden, Anderson
ABSENT:	Nabors, Ramos

C. Consider and Act Upon a Final Plat for Light Farms Phase 3 (The Cypress and Sage Neighborhoods), Approximately 77.78 Acres Situated in the Collin County School Land Survey No. 14, Abstract No. 167 in Collin County, Texas.

Attachment: 2015-03-17 Minutes (1062 : Meeting Minutes)

Approve with conditions as presented.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Carmen Roberts, Place 4
SECONDER:	Lori Vaden, Place 5
AYES:	Roberts, Vaden, Anderson
ABSENT:	Nabors, Ramos

D. Consider and Act Upon an Ordinance Amending the City's Code of Ordinances, Appendix A, Fee Schedule to Provide Provisions for Farmers' Market Permits. Liebman

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Lori Vaden, Place 5
SECONDER:	Chad Anderson, Place 6
AYES:	Roberts, Vaden, Anderson
ABSENT:	Nabors, Ramos

E. Consider and Take Action on an Ordinance Amending the City's Code of Ordinances; Chapter 6: Health and Sanitation; Article 6.04: Food Establishments; and to Create a New Division 3 Entitled Farmer's Markets. Liebman

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Lori Vaden, Place 5
SECONDER:	Chad Anderson, Place 6
AYES:	Roberts, Vaden, Anderson
ABSENT:	Nabors, Ramos

F. Consider and Act Upon a Resolution Declaring Unopposed Candidates in the May 9, 2015, Special City Election Elected to Office and Canceling the Election. Faulkner

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Chad Anderson, Place 6
SECONDER:	Carmen Roberts, Place 4
AYES:	Roberts, Vaden, Anderson
ABSENT:	Nabors, Ramos

X. ADJOURNMENT:

There being no further comment Mayor Terry adjourned the meeting at 6:59 p.m.

_____

Sean Terry, Mayor

_____ _____

Attachment: 2015-03-17 Minutes (1062 : Meeting Minutes)

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

Date Minutes Approved

Attachment: 2015-03-17 Minutes (1062 : Meeting Minutes)

NOTICE OF
CITY COUNCIL SPECIAL MEETING
CELINA COUNCIL CHAMBERS 302 W. WALNUT ST., CELINA, TX 75009
TUESDAY, MARCH 24, 2015 AT 5:30 PM

MINUTES

I. CALL TO ORDER AND ANNOUNCE OF QUORUM PRESENT:

Mayor Terry called the meeting to order at 5:30 p.m.

Attendee Name	Organization	Title	Status	Arrived	Departed
Sean Terry	City of Celina	Mayor	Present		
Wayne Nabors	City of Celina	Place 2	Absent		
Vincent Ramos	City of Celina	Place 3	Absent		
Carmen Roberts	City of Celina	Place 4	Excused		6:00 PM
Lori Vaden	City of Celina	Place 5	Excused		5:34 PM
Chad Anderson	City of Celina	Place 6	Excused		5:34 PM

II. ACTION ITEMS:

A. Discussion regarding the proposed land use regulations for Wells South, a 403.1 acre tract of land located north of FM 1461, east of CR 83, and south and west of CR 84, in the city of Celina's Extraterritorial Jurisdiction (ETJ), Collin County, Texas. Liebman

Brian Carlock with Hillwood Communities gave a presentation on their company, their project and the property known as Wells South Tract. Derek Armstrong of 3700 Quail Hollow asked about improvements to border roads and existing neighborhood buffers. Charles Haley with the Planning and Zoning Commission asked whose responsibility it would be to maintain the roads and asked about the future improvements to FM 1461. Dale Bainum of 3541 Heritage Trail asked what might go in the designated Mixed Use area.

B. Consider and Act to Authorize the City Manager to Execute an Engineering Consultant Contract with Freese and Nichols Inc. (FNI) for Plan Review and On-Call Professional Services for Development Review. Johnson

Item B was voted on before item A was discussed.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Carmen Roberts, Place 4
SECONDER:	Lori Vaden, Place 5
AYES:	Roberts, Vaden, Anderson
ABSENT:	Nabors, Ramos

III. ADJOURNMENT:

There being no further comment Mayor Terry adjourned the meeting at 6:30 p.m.

Attachment: 2015-03-24 Minutes (1062 : Meeting Minutes)

_____
Sean Terry, Mayor

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

_____
Date Minutes Approved

Attachment: 2015-03-24 Minutes (1062 : Meeting Minutes)

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jay Toutounchian, Finance Director
CC: Mike Foreman, City Manager
Date: April 14, 2015
Re: Oncor Steering Committee

Action Requested:

Consider and Act Upon a Resolution Authorizing Continued Participation with the Steering Committee of Cities Served by Oncor; and Authorizing the Payment of 11 Cents Per Capita to the Steering Committee to Fund Regulatory and Legal Proceedings and Activities Related to Oncor Electric Delivery Company, LLC. Toutounchian

Background Information:

see attachment

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Staff Recommendation:

Approval

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.

STAFF REPORT ON ASSESSMENT RESOLUTION FOR STEERING COMMITTEE OF CITIES SERVED BY ONCOR

Purpose of the Resolution

The City of Celina is a member of a 153-member city coalition known as the Steering Committee of Cities Served by Oncor. The resolution approves the assessment of an eleven cent ($0.11) per capita fee to fund the activities of the Steering Commitee.

Why this Resolution is Necessary

The Steering Committee undertakes activities on behalf of municipalities for which it needs funding support from its members. Municipalities have original jurisdiction over the electric distribution rates and services within the city. The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s. Empowered by city resolutions and funded by per capita assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, ERCOT, the courts, and the Legislature on electric utility regulation matters for over two decades.

The Steering Committee is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Oncor Electric Delivery Company, LLC within the City. Steering Committee representation is also strong at ERCOT. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that the Steering Committee be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

Explanation of "Be It Resolved" Paragraphs

I. The City is currently a member of the Steering Committee; this paragraph authorizes the continuation of the City's membership.

II. This paragraph authorizes payment of the City's assessment to the Steering Committee in the amount of eleven cents ($0.11) per capita, based on the population figure for the City as shown in the latest TML Directory of City Officials.

III. This paragraph requires notification to the Chair of the Steering Committee, Paige Mims, that the City has adopted the Resolution.

Payment of Assessment

A copy of the resolution should be mailed with payment of the fee to David Barber, Steering Committee of Cities Served by Oncor, c/o City Attorney's Office, Mail Stop 63-0300, Post Office Box 90231, Arlington, Texas 76004-3231. Checks should be made payable to: *Steering Committee of Cities Served by Oncor*.

Attachment: Oncor Steering Committee (1063 : Oncor Steering Committee)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING CONTINUED PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AND AUTHORIZING THE PAYMENT OF 11 CENTS PER CAPITA TO THE STEERING COMMITTEE TO FUND REGULATORY AND LEGAL PROCEEDINGS AND ACTIVITIES RELATED TO ONCOR ELECTRIC DELIVERY COMPANY, LLC.

WHEREAS, the City of _____ is a regulatory authority under the Public Utility Regulatory Act (PURA) and has exclusive original jurisdiction over the rates and services of Oncor Electric Delivery Company, LLC (Oncor) within the municipal boundaries of the city; and

WHEREAS, the Steering Committee has historically intervened in Oncor rate proceedings and electric utility related rulemakings to protect the interests of municipalities and electric customers residing within municipal boundaries; and

WHEREAS, the Steering Committee is participating in Public Utility Commission dockets and projects, as well as court proceedings, and legislative activity, affecting transmission and distribution utility rates; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor; and

WHEREAS, the Steering Committee functions under the direction of an Executive Committee (whose current members are identified in Attachment 1) which sets an annual budget and directs interventions before state and federal agencies, courts and legislatures, subject to the right of any member to request and cause its party status to be withdrawn from such activities; and

WHEREAS, the Executive Committee in its December 2014 meeting set a budget for 2015 that compels an assessment of eleven cents ($0.11) per capita; and

WHEREAS, in order for the Steering Committee to continue its participation in these activities which affects the provision of electric utility service and the rates to be charged, it must assess its members for such costs.

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

I.

That the City is authorized to continue its membership with the Steering Committee of Cities Served by Oncor to protect the interests of the City of _____ and protect the interests of the customers of Oncor Electric Delivery Company, LLC residing and conducting business within the City limits.

Attachment: Oncor Steering Committee (1063 : Oncor Steering Committee)

II.

The City is further authorized to pay its assessment to the Steering Committee of eleven cents ($0.11) per capita based on the population figures for the City shown in the latest TML Directory of City Officials.

III.

A copy of this Resolution and the assessment payment check made payable to *"Steering Committee of Cities Served by Oncor"* shall be sent to David Barber, Steering Committee of Cities Served by Oncor, c/o City Attorney's Office, Mail Stop 63-0300, Post Office Box 90231, Arlington, Texas 76004-3231.

PRESENTED AND PASSED on this the _____ day of _____, 2015, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of _____, Texas.

_____
Signature
Mayor

ATTEST:

_____
Signature
City Secretary

APPROVED AS TO FORM:

_____
Signature
City Attorney

Attachment: Oncor Steering Committee (1063 : Oncor Steering Committee)

Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Planner
CC: Mike Foreman, City Manager
Date: April 14, 2015
Re: Fee Schedule Ordinance Amendment

Action Requested:

Consider and Act Upon an Ordinance Amending the City's Code of Ordinances, Appendix A, Fee Schedule.

Background Information:

Staff is proposing amendments to the fee schedule to account for the amount of labor, and or materials that are required for our Public Works staff. The Public Works department has also added new equipment to its inventory that our current fee schedule does not accommodate. It is staff's intent to make sure that the city is fairly compensated for the amount of time required to accommodate these tasks or requests and that the rise of material and labor costs are accounted for. Additionally, staff is proposing amendments to the sign permit fees to account for changes to the City's sign code.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City Attorney has reviewed the ordinance and found it acceptable.

Supporting Documents:

- Proposed Ordinance

Staff Recommendation:

Staff Recommends Approval.

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.

CITY OF CELINA, TEXAS

ORDINANCE 2015-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CITY'S CODE OF ORDINANCES, APPENDIX A: FEE SCHEDULE, PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTY, PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, the City has enacted a schedule of fees in order to recover costs attributable to inspection, review, other services provided by the City; and

WHEREAS, the City has determined it is in the public interest to raise its fee schedule to make said fees consistent with the cities actual costs.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

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

Attachment: fee schedule ordinance [Revision 1] (1055 : Fee Schedule Amendment)

SECTION 3
AMENDMENTS

3.01 That the Celina Code of Ordinances, Appendix A: Fee Schedule; Article A3.000: Building Related Fees; Section A3.001: Building permits and inspections; contractor registration; Subsection (a)(20): signs, shall be amended to read as follows:

"(20) Signs:

(A) On-site:

(i) 0 to 100 square feet: $50.00.

(ii) 101 to 200 square feet: $100.00.

(iii) Illuminated sign of any size: $150.00.

(iv) Temporary sign: $50.00.

(B) Sign Impoundment

(i) Sign Impoundment Fee: $25.00 per sign.

3.02 That the Celina Code of Ordinances, Appendix A: Fee Schedule; Article A5.000: Utility Rates; Section A5.10: Repair Fees; Subsection (a), shall be amended to read as follows:

"(a) Repair to a city-owned line will be charged to the party responsible for disruption of service. The fees associated with the repair charge will be actual cost of materials, equipment, and labor. Proper repair to streets and easements will be prorated and charged to the responsible party. Machinery and labor costs are as follows:

(1) Backhoe: $65.00 per hour.

(2) Dump truck: $55.00 per hour.

(3) Air compressor: $25.00 per hour.

(4) Two-inch pump: $15.00 per hour.

(5) Three-inch pump: $25.00 per hour.

(6) Vacuum/jetter: $85.00 per hour.

(7) Operator: $20.00 per hour.

(8) Water tech: $20.00 per hour.

Attachment: fee schedule ordinance [Revision 1] (1055 : Fee Schedule Amendment)

(9) Laborer: $15.00 per hour.

(10) Supervision: $35.00 per hour.

(11) Vac-Trailer: $150 per hour.

(12) Mini-Excavator: $65 per hour.

(13) Skid Steer: $65 per hour.

(14) Mechanical Sweeper: $20 per hour + Skid Steer

(15) Pick Up Truck: $25 per hour.

(16) 6" Pump: $40 per hour."

3.03 All other articles, chapters, sections, paragraphs, sentences, phrases, charts, definitions and words are not amended but are hereby ratified and affirmed.

SECTION 4
CUMULATIVE REPEALER CLAUSE

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

SECTION 5
SAVINGS CLAUSE

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

SECTION 6
SEVERABILITY

The provisions of the Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in while in part, the remaining and lawful provisions shall be of full

Attachment: fee schedule ordinance [Revision 1] (1055 : Fee Schedule Amendment)

force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decisions or enactment.

SECTION 7
PENALTY

Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs and continues.

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

SECTION 8
PUBLICATION CLAUSE

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

SECTION 9
ENGROSSMENT AND ENROLLMENT

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

SECTION 10
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this _____day of April, 2015.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Vicki Faulkner, City Secretary
City of Celina, Texas

Attachment: fee schedule ordinance [Revision 1] (1055 : Fee Schedule Amendment)

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: fee schedule ordinance [Revision 1] (1055 : Fee Schedule Amendment)

Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Planner
CC: Mike Foreman, City Manager
Date: April 14, 2015
Re: Resolution to set Involuntary Annexation Public Hearing dates.

Action Requested:

Consider and Act Upon a Resolution of the City Council of the City of Celina, Texas, Setting a Date, Time and Place (Tuesday, May 12, 2015 at 6:30 PM & May 12, 2015 at 6:35 PM) for Public Hearings on the Proposed Annexations of Certain Properties by the City and Authorizing and Directing the City Secretary to Publish Notice of Such Public Hearings and Authorizing City Staff to Take All Necessary Actions to Fulfill the Requirements of the Municipal Annexation Act. Liebman

Background Information:

Below is the anticipated annexation schedule for the properties listed in Exhibits "A" & "B".

- April 14, 2015 - City Council acts on Resolution to set the public hearing dates.
- May 12, 2015 - two separate public hearings are held on the same night (6:30pm &6:35pm @ 112 N. Colorado Dr. Celina, Texas.)
- June 9, 2015 - City Council acts on Ordinance annexing the properties listed in Exhibits "A" & "B".

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

- Resolution.

Staff Recommendation:

N/A

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.

CITY OF CELINA
RESOLUTION NO. 2015-__

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

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

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

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

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

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

I. That on Tuesday, the 12^{h} day of May, 2015 at 6:30 p.m. and on Tuesday, the 12th day of May, 2015 at 6:35 p.m., at 112 N. Colorado, Celina, Texas 75009. The City Council will hold public hearings giving all interested persons the right to appear and be heard on the proposed annexations by the City of Celina of the properties more particularly described on the attached Exhibits "A" & "B"

II. That the City Secretary is hereby authorized and directed to cause notice of each public hearing to be published once in a newspaper having general circulation in the City and in the territories described in Exhibits "A" & "B" not more than twenty (20) days, nor less than ten (10) days prior to the date of such public hearing, in accordance with the Municipal Annexation Act.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 14th day April, 2015.

_____
SEAN TERRY, MAYOR

_____
VICKI FAULKNER, CITY SECRETARY

Attachment: April Involuntary Annexation Resolution (1061 : Annexation PH Resolution Eland & W. DC Ranch)

EXHIBIT "A"

Property Description

Abstract A0048, L M Boyd Survey, Tract 2-9, 90.2848 Acres

EXHIBIT "B"

Property Description

Abstract A0167, Collin County School Land #14 Survey, Block 1, Tract 85, 16.85 Acres

Attachment: April Involuntary Annexation Resolution (1061 : Annexation PH Resolution Eland & W. DC Ranch)

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Michael Montgomery, Administrative Services
CC: Vicki Faulkner, City Secretary
Date: April 14, 2015
Re: <Insert Subject/RE Here>

Action Requested:

Consider and Act Upon Setting a Date for the 2016 Celina Cajun Festival Event

Background Information:

The 3rd Annual Celina Cajun Festival was extremely successful drawing 7,000-10,000 people and earning funds for Main Street and the Parks system.

For the 4th Annual Celina Cajun Festival, staff would like to extend the festival to a two day event. Staff is proposing Friday, April 1st and Saturday, April 2nd, 2016.

Alternatives:

Keep the Cajun Festival a one day event on Saturday, April 2nd, 2016.

Financial Considerations:

Increased cost of public safety and performers. These costs will be covered by additional sponsors.

Supporting Documents:

None

Staff Recommendation:

Move to Two-Day Festival

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.

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: Sean Terry, Mayor
Date: April 14, 2015
Re: Hotel/Motel Regulations Ordinance

Action Requested:

Conduct a Public Hearing to Consider Testimony and Take Action Regarding an Ordinance Amending the City's Code of Ordinances, Chapter 14: Zoning, Article 14.05, Development Standards and Use Regulations, Division 6: Supplemental Regulations, to Add a New Section 14.05.193, Entitled "Hotel/Motel Development" and to Amend Article14.01: General Provisions, Section 14.01.007: Definitions. Liebman

Background Information:

Staff is proposing an amendment to the Zoning Ordinance to add regulations and development standards for hotel/motel development within the City of Celina. The proposed revisions include prohibiting all motel development and requiring a Conditional Use Permit or a Planned Development District for all “limited service” hotel development. “Full service” hotels would be allowed by right in those zoning districts that currently allow this use. Staff is proposing a revised definition for motels, and new definitions for both limited service and full service hotels, and establishing minimum requirements for each type of hotel. Any applications for limited service hotel use would require the review and approval of the City Council through the Conditional Use Permit process or a Planned Development District to determine if the hotel will be beneficial to the citizens of the City.

Board Review/Citizen Input:

On March 24, 2015, the Planning and Zoning Commission voted (6-0) to recommend approval of the amendment.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City Attorney has reviewed the ordinance and found it to be acceptable.

Supporting Documents:

- Proposed Ordinance

Staff Recommendation:

Staff Recommends Approval.

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.

CITY OF CELINA, TEXAS

ORDINANCE NO. 2015 _____
HOTELS

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CITY'S CODE OF ORDINANCES BY AMENDING SECTION 14.01.007: DEFINITIONS BY DEFINING THE USES "MOTEL," "LIMITED SERVICE HOTEL," AND FULL SERVICE HOTEL;" AND BY ADDING A NEW SECTION 14.05.193; HOTEL/MOTEL DEVELOPMENT REGULATIONS; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTY, PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Title 7 Chapter 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the City Council of the City of Celina, Texas ("City Council") desires to regulate the development of motels and hotels in the City of Celina ("City"); and

WHEREAS, the City Council, has determined that regulating the development of motels and hotels is necessary to promote responsible land and economic development, and to protect the public health and safety.

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

SECTION 1
INCORPORATION OF PREMISES

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

Attachment: Ord - Zoning - Motels Full Service Hotel and Limited Service Hotel (1039 : Hotel/Motel Regulations)

SECTION 2
FINDINGS

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

SECTION 3
AMENDMENTS

3.01. That the Celina Code of Ordinances, Chapter 14: Zoning, Article 14.01.007: Definitions, shall read as follows:

Eliminate the current definition of motel or hotel:

~~*Motel or hotel*. A facility offering temporary lodging accommodations or guest rooms on a daily rate to the general public and providing services, such as restaurants, meeting rooms, housekeeping service and recreational facilities. A guest room shall be defined as a room designed for the overnight lodging of hotel guests for an established rate or fee.~~

Add the following definitions:

"Hotel, Full Service. A building designed for the overnight or temporary lodging accommodations for travelers, having guestrooms or suites for compensation on a daily rate to the general public and providing services and amenities beyond basic linen, maid service and the use of furnishing, such as restaurants, bars, conference rooms, reception areas and recreational facilities."

"*Hotel, Limited Service.* A building designed for the temporary overnight or temporary lodging accommodations for travelers containing six (6) or more guest rooms, suites or units for compensation on a daily rate providing basic hotel services such as linen, maid service and the use of furnishings."

"*Motel."* A building designed for the temporary overnight or temporary lodging accommodations for travelers containing six (6) or more guest rooms, suites or units for compensation on a daily rate providing basic hotel services such as linen, maid service and the use of furnishings. Motels are distinguished from hotels in that motel rooms have direct access from the outside into each room."

3.02 That the Celina Code of Ordinances, Chapter 14: Zoning, Article 14.05.193: Hotel Development Regulations, shall read as follows:

(a) "Limited Service Hotels shall be approved through the Conditional Use Permit (CUP) process and shall include all of the following amenities:
- (1) A minimum of 700 square feet of meeting room space;
- (2) Limited food and beverage service, including breakfast buffet service;
- (3) Guest room access from an interior hallway;
- (4) Minimum of 400 square feet of pool surface area; and
- (5) Attached covered drive-through area adjacent to the hotel lobby or reception area.

(b) Full Service Hotels shall include all of the following amenities:
- (1) A minimum of 100 guest rooms and/or suites;
- (2) A minimum of 4,000 square feet of meeting room space;

Attachment: Ord - Zoning - Motels Full Service Hotel and Limited Service Hotel (1039 : Hotel/Motel Regulations)

(3) A minimum of one (1) restaurant which provides three (3) meals per day with on-site preparation and service provided by wait staff, hostesses, etc. and seating for a minimum of thirty (30) customers;
(4) Guest room access from an interior hallway;
(5) Minimum of 800 square feet of pool surface area; and
(6) Attached covered drive-through area adjacent to the hotel lobby or reception area."

(c) Motels are prohibited within the City of Celina."

3.03 All other articles, chapters, sections, paragraphs, sentences, phrases, charts, definitions and words are not amended but are hereby ratified and affirmed."

SECTION 4
CUMULATIVE REPEALER CLAUSE

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

SECTION 5
SAVINGS CLAUSE

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

SECTION 6
SEVERABILITY

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

SECTION 7
PENALTY

Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2000) for each offense.

Attachment: Ord - Zoning - Motels Full Service Hotel and Limited Service Hotel (1039 : Hotel/Motel Regulations)

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

SECTION 8
PUBLICATION CLAUSE

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

SECTION 9
ENGROSSMENT AND ENROLLMENT

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

SECTION 10
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this _____day of _____, 2015.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Ord - Zoning - Motels Full Service Hotel and Limited Service Hotel (1039 : Hotel/Motel Regulations)

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 14, 2015
Re: Private Street Development Ordinance

Action Requested:

Conduct a Public Hearing to Consider Testimony and Take Action Regarding an Ordinance Amending the City's Code of Ordinances, Chapter 14: Zoning, Article 14.05: Development Standards and Use Regulations, Division 6: Supplemental Regulations, to Add a New Section 14.05.192, Entitled "Private Street Development." Liebman

Background Information:

Staff is proposing an amendment to the Zoning Ordinance to add regulations and development standards for private street development within the City of Celina. These regulations would require the review and approval of the City Council through the Conditional Use Permit (CUP) process or a Planned Development (PD) District to determine if said private street system will be beneficial to the citizens of the City.

Board Review/Citizen Input:

On March 24, 2015, the Planning and Zoning Commission voted (6-0) to recommend approval of the amendment.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City Attorney has reviewed the ordinance and found it to be acceptable.

Supporting Documents:

- Proposed Ordinance

Staff Recommendation:

Staff Recommends Approval.

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.

CITY OF CELINA, TEXAS

ORDINANCE NO. 2015 _____
PRIVATE STREET DEVELOPMENT

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CITY'S CODE OF ORDINANCES BY ADDING A NEW SECTION 14.05.192; PRIVATE STREET DEVELOPMENT; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTY, PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Title 7 Chapter 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the City Council of the City of Celina, Texas ("City Council") desires to regulate the development of motels and hotels in the City of Celina ("City"); and

WHEREAS, the City Council, has determined that regulating the development of motels and hotels is necessary to promote responsible land and economic development, and to protect the public health and safety.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

Attachment: Ord - Zoning - Private Street Development (1038 : Private Street Development)

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

SECTION 3
AMENDMENTS

3.01. That the Celina Code of Ordinances, Chapter 14: Zoning, Article 14.05.192: Private Street Development, shall read as follows:

(a) Generally. Private Street Developments are subject to provisions of the Master Thoroughfare Plan and the Subdivision Ordinance, as it exists or may be amended. Private Street Developments shall only be permitted by the approval of a Conditional Use Permit or through a Planned Development District. Private Street Developments shall be located in an area that is surrounded on at least three (3) sides, and in any event no less than approximately seventy-five percent (75%) of the perimeter, by natural barriers or similar physical barriers created by man. Examples of natural barriers would be creeks and floodplains. Examples of similar barriers created by man would be a golf course, school location, park, railroad tracks or a limited access roadway. Non-qualifying man-made barriers include screening walls, local roadways, man-made drainage ditches, detention ponds, landscape buffers, earthen berms, utility easements and rights-of-way. Private Street Developments may not cross an existing or proposed thoroughfare as shown on the City's adopted Thoroughfare Plan nor shall a private street development disrupt an existing or proposed hike and bike route.

(b) Connectivity. The Comprehensive Plan calls for all plans for development in the City to include a high degree of connectivity within developments and between one development and another. Any proposed Private Street Development adjacent to an existing public street subdivision that can be reasonable connected, including by constructing a bridge or culvert, for example, should not be approved as a Private Street Development. The two adjacent subdivisions should allow cross-connectivity using public streets. This is especially critical when one of the two adjacent subdivisions has a school site within the development.

(c) Criteria for Approval. Private Street Developments may be considering through the CUP – Conditional Use Permit process or through a Planned Development District. The Planning and Zoning Commission and City Council shall use any of the following criteria:

1. New Development

(A) Non-disruption of planned public roadways or facilities/projects (thoroughfares, parks, park trails, public pedestrian pathways, etc.);

(B) Non-disruption to and from properties of future developments either on-site or off-site to the proposed subdivision;

(C) No negative effect on traffic circulation on nearby public streets;

(D) Not less than one hundred (100) feet of street frontage on which to locate the main entrance gate;

(E) No more than two (2) gated street entrances, subject to approval by the City Engineer, may face a designated thoroughfare within a one (1) mile segment of that thoroughfare;

Attachment: Ord - Zoning - Private Street Development (1038 : Private Street Development)

(F) No impairment of access to and from public facilities including schools or public parks;

(G) No impairment of the adequate and timely provision of essential municipal services (emergency services, water/sewer improvements or maintenance, etc.);

(H) The main entrance to the private street development shall have adequate throat depth to provide for residents, their guests and any accidental access and have an escape aisle for those vehicles not admitted into the subdivision;

(I) Existence of natural and/or qualifying man-made boundaries around seventy-five percent (75%) of the development; and/or

(J) Absence of a concentration of Private Street Developments in the vicinity of the requested Private Street Development.

2. Conversion of Existing Subdivision to Private Street Developments. Criteria includes all the criteria, issues and procedures involved with new developments, plus:

(A) Submittal of a petition signed by one hundred percent (100%) of the owners in the existing subdivision requesting conversion to private streets;

(B) Existence of a property owners' association that would be responsible for owning and maintaining the converted streets and rights-of-way;

(C) Applicants must agree to contract with the City for the purchase of the installed infrastructure and rights-of-way from the City of Celina at fair market appraised value for cash in full payment, and agree to maintain the infrastructure and rights-of-way at City standards thereafter prior to the approval of the Conditional Use Permit;

(D) All documents are subject to the review and approval of the City Attorney; and/or

(E) Subsequent to the approval of the Private Street designation, the entire subdivision affected shall be re-platted to reflect the ownership changes.

3.03 All other articles, chapters, sections, paragraphs, sentences, phrases, charts, definitions and words are not amended but are hereby ratified and affirmed."

SECTION 4
CUMULATIVE REPEALER CLAUSE

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

Attachment: Ord - Zoning - Private Street Development (1038 : Private Street Development)

SECTION 5
SAVINGS CLAUSE

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

SECTION 6
SEVERABILITY

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

SECTION 7
PENALTY

Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2000) for each offense.

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

SECTION 8
PUBLICATION CLAUSE

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

SECTION 9
ENGROSSMENT AND ENROLLMENT

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

SECTION 10
EFFECTIVE DATE

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

Attachment: Ord - Zoning - Private Street Development (1038 : Private Street Development)

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this _____day of _____, 2015.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Ord - Zoning - Private Street Development (1038 : Private Street Development)

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 14, 2015
Re: Thoroughfare & Future Land Use Plan Amendment

Action Requested:

Conduct a Public Hearing to Consider Testimony and Take Action Regarding an Ordinance Amending the City's Comprehensive Master Plan, Ordinance No. 2013-06, to Amend the City's Master Thoroughfare Plan and Master and Use Plan Exhibits. Liebman

Background Information:

The City adopted its updated Comprehensive Plan on April 30, 2013. Subsequent to its adoption, three applicants have proposed alternate alignments to accommodate the layout and design of their development schemes.

Staff is proposing that the alignments of a sixty (60) foot major collector within the Lakes at Mustang Ranch, from FM 1461 to Carter Ranch Road, and a ninety (90) foot minor arterial within Green Meadows, from Carey Road to the proposed Outer Loop Extension, be reflected on the City's Master Thoroughfare Plan and Master Land Use Plan as shown on Exhibits A and B, respectively.

In addition, staff is proposing that the future extension of the major north/south collector north of Lakes at Mustang Ranch and Carter Ranch Road be upgraded from a major collector with 60-80 feet of right-of-way to a minor arterial with 90 feet of right-of-way, as shown on Exhibit C. The exception to this proposed upgrade in right-of-way width is the roadway segment between the Outer Loop northward to CR 92, which is designated as a four-lane undivided collector within a 75 foot right-of-way, per the approved Development Agreement with the Parks at Wilson Creek.

Staff is also proposing a minor change in alignment of Legacy Drive, from approximately the Outer Loop to FM 428, as shown on Exhibit D.

Board Review/Citizen Input:

On March 24, 2015, the Planning and Zoning Commission voted (6-0) to recommend approval of the Thoroughfare Plan amendments. The Planning and Zoning Commission did not consider the portion of the north-south roadway through the Parks at Wilson Creek that is to be excluded from the proposed thoroughfare plan upgrade or the roadway realignment for Legacy Drive, since those items came to the attention of staff following the Planning and Zoning Commission meeting. These changes are housekeeping amendments to bring the Thoroughfare Plan into compliance with the adopted ordinances and planned developments (PDs).

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City Attorney has reviewed the ordinance and has found it to be acceptable.

Supporting Documents:

- Ordinance
- Overall Thoroughfare Plan Exhibit
- Exhibit A - Existing and Proposed alignment for Lakes at Mustang Ranch
- Exhibit B - Existing and Proposed alignment for Green Meadows
- Exhibit C - Existing and Proposed upgrade for future north/south and east/west major arterial, excluding the roadway segment between the Outer Loop and CR 92
- Exhibit D - Existing and Proposed alignment for Legacy Drive
- Future Land Use Plan

Staff Recommendation:

Staff Recommends Approval.

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.

CELINA TEXAS EST. 1876

- Roadway GS Crossings
- RR GS Crossings
- MUD Requested Crossing
- Outer Loop 500' ROW
- Freeway/Tollway 400' ROW
- Major Arterial 120' ROW*
- Minor Arterial 90' - 100' ROW**
- Major Collector 60' - 80' ROW*
- Roads
- Railroads
- Parcels
- River/Creek
- Celina City Limits
- Celina ETJ

NOTES:

*MAJOR ARTERIAL: 140' OR 160' ROW AT INTERSECTIONS

**MINOR ARTERIAL: 110' OR 120' ROW A INTERSECTIONS

***MINOR COLLECTORS: TIA REQUIRED T DETERMINE LOCATION AND CAPACITY

COLLECTORS NOT SHOWN FOR CLARITY. LOCATION OF COLLECTORS TO BE DETERMINED BY CITY ORDINANCES.

N W E S

0 1,000 2,000 4,000 6,000 8,000 Feet

THOROUGHFARE PLAN - APRIL 2015

Source: City of Celina, Planning and Engineering
Drafted by: Gabe Johnson, PE, PH

Attachment: Thoroughfare Plan April 2015 (1037 : Thoroughfare Plan Amendment)

CITY OF CELINA, TEXAS

ORDINANCE 2015-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO 2013-06, AS HERETOFORE AMENDED, THE SAME BEING THE CELINA COMPREHENSIVE PLAN AND THOROUGHFARE PLAN ORDINANCE, PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AMENDMENTS DESCRIBED IN EXHIBIT "A"; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare;

WHEREAS, Chapter 213 of the Texas Local Government Code provides rules for the adoption and amendment of municipal comprehensive plans; and

WHEREAS, The City adapted the 2013 Comprehensive Plan on April 30, 2013; and

WHEREAS, The City desires to modify a portion of said Comprehensive Plan relating to land use and thoroughfares in order to make the Plan consistent with the City's current subdivision ordinance.

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

SECTION 1
FINDINGS

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

SECTION2
AMENDMENT

2.01 That Ordinance No. 2013-06 adopting the 2013 Comprehensive Plan is hereby amended by modifying the following particulars set forth in Exhibit "A" Thoroughfare plan" and Exhibit "B" Future Land Use Plan.

2.02 All other maps, legends, articles, chapters, sections, paragraphs, sentences, phrases and words are not amended but are hereby ratified and affirmed.

SECTION 3
SAVINGS

Attachment: Thoroughfare Plan Ordinance (1037 : Thoroughfare Plan Amendment)

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

SECTION 4
SEVERABILITY

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

SECTION 5
PUBLICATION

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

SECTION 6
ENGROSSMENT AND ENROLLMENT

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

SECTION 7
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this _____day of _____, 2015.

_____
Sean Terry, Mayor
City of Celina, Texas

Attachment: Thoroughfare Plan Ordinance (1037 : Thoroughfare Plan Amendment)

ATTEST:

_____
Vicki Faulkner, City Secretary
City of Celina, Texas

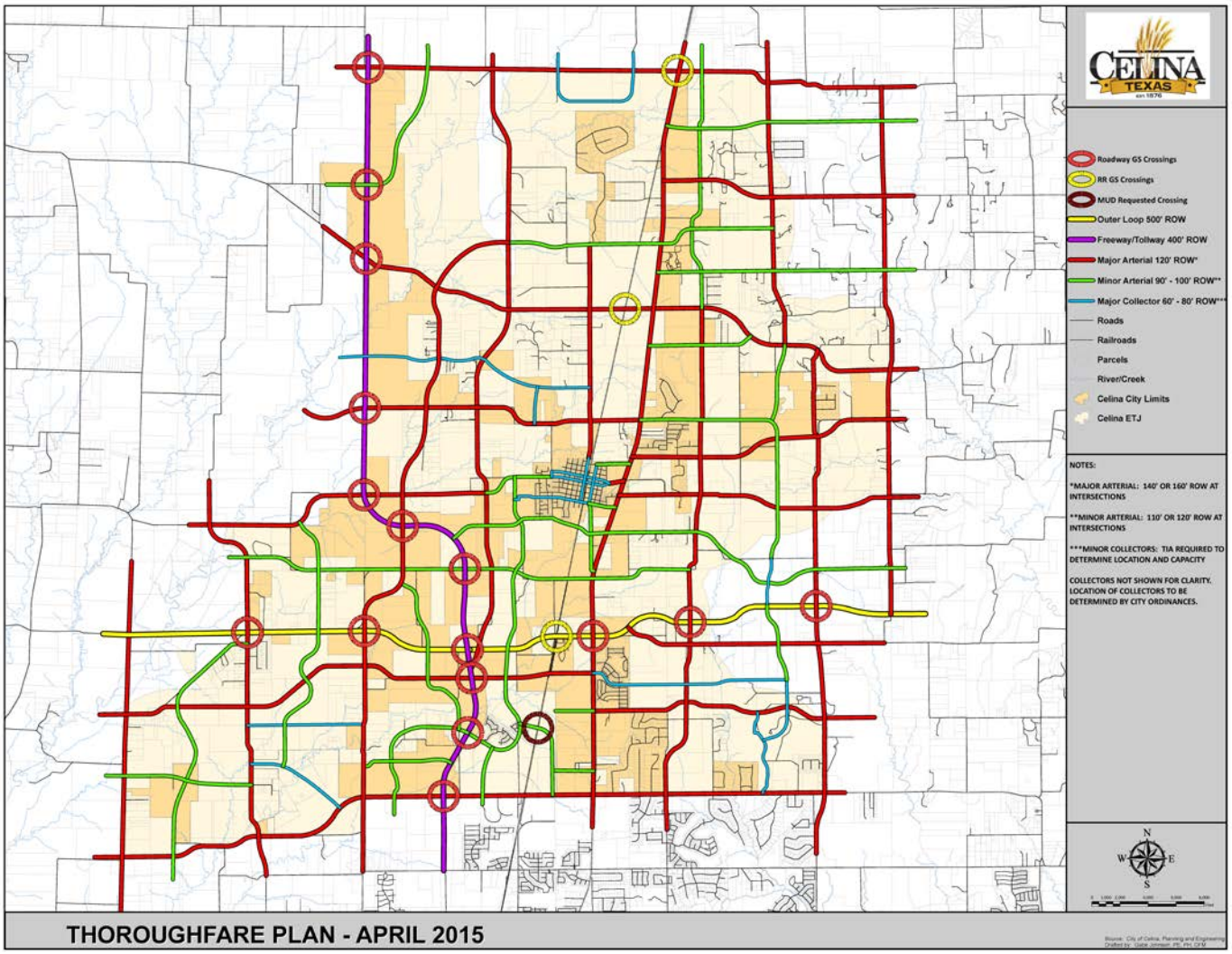
[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

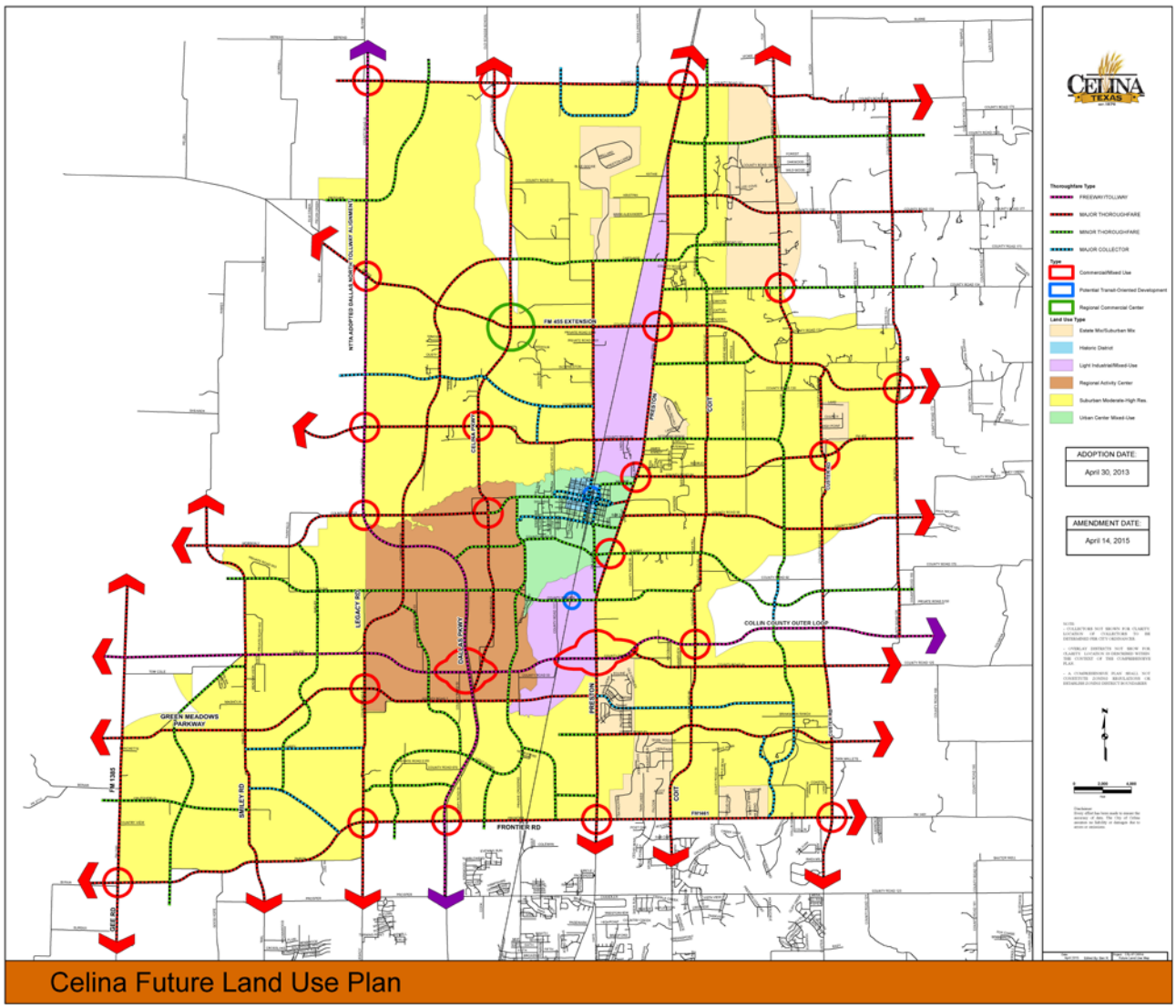
Attachment: Thoroughfare Plan Ordinance (1037 : Thoroughfare Plan Amendment)

Exhibit "A"
Thoroughfare Plan



Attachment: Thoroughfare Plan Ordinance (1037 : Thoroughfare Plan Amendment)

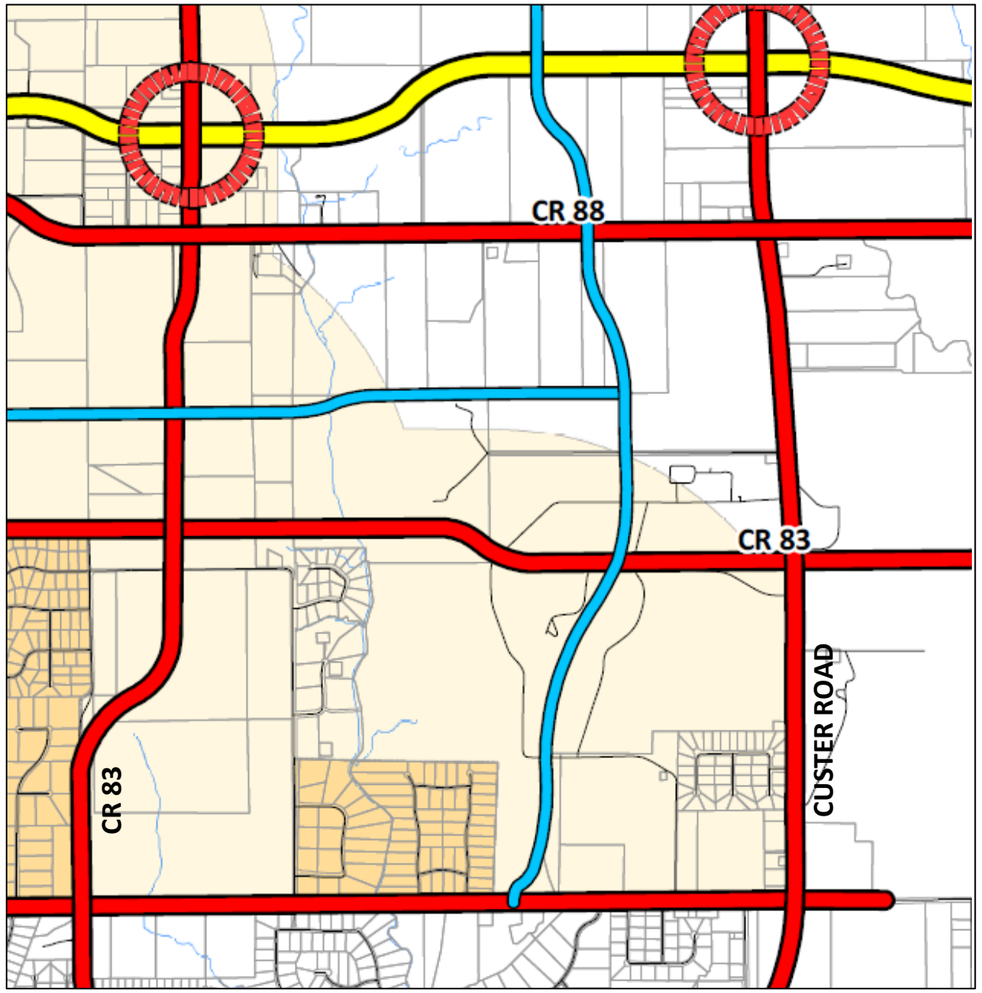
Exhibit "B"
Future Land Use Plan



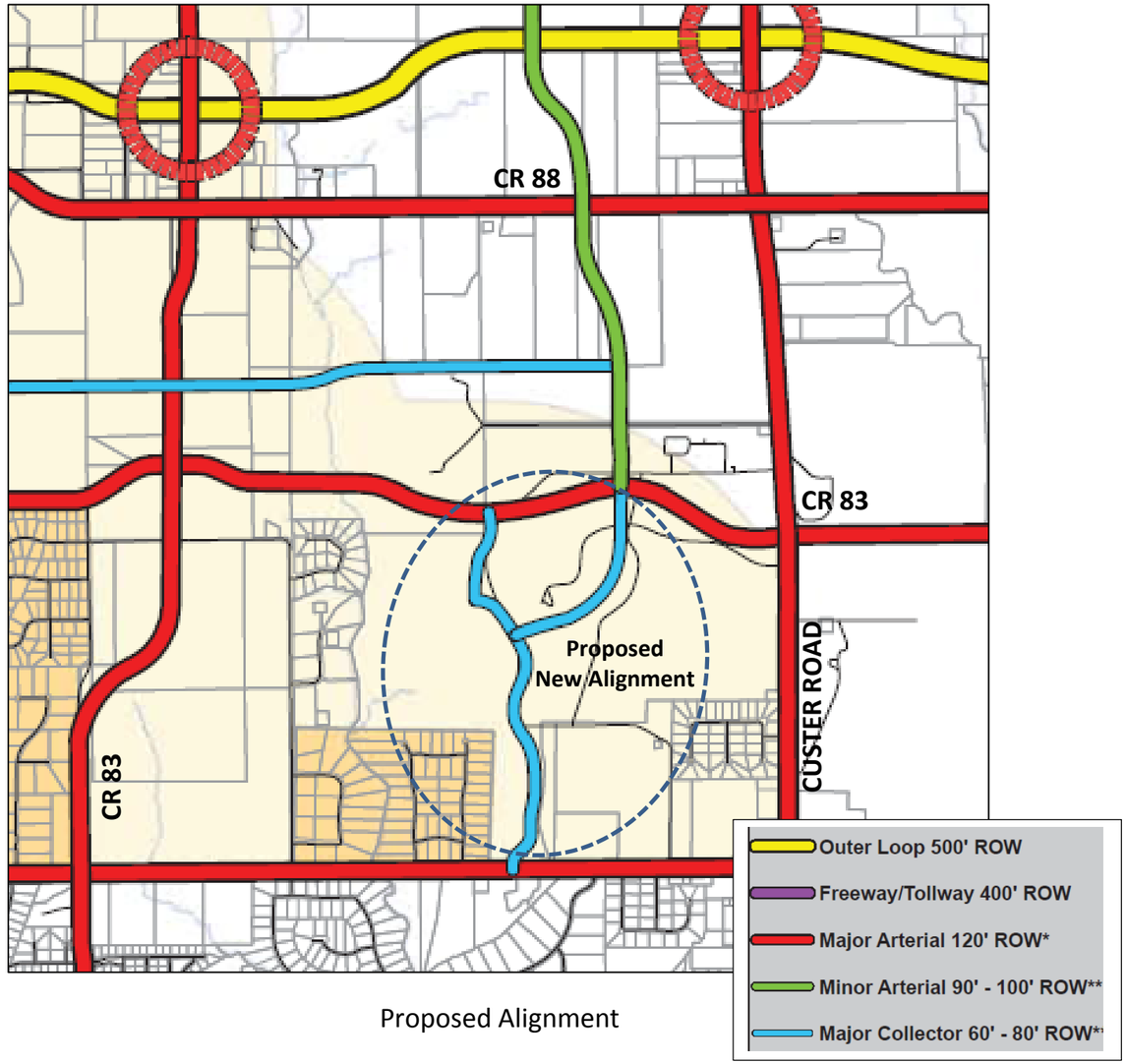
Attachment: Thoroughfare Plan Ordinance (1037 : Thoroughfare Plan Amendment)

EXHIBIT A – Proposed Realignment of Thoroughfare

Lakes at Mustang Ranch Proposed Alignment



Existing Alignment

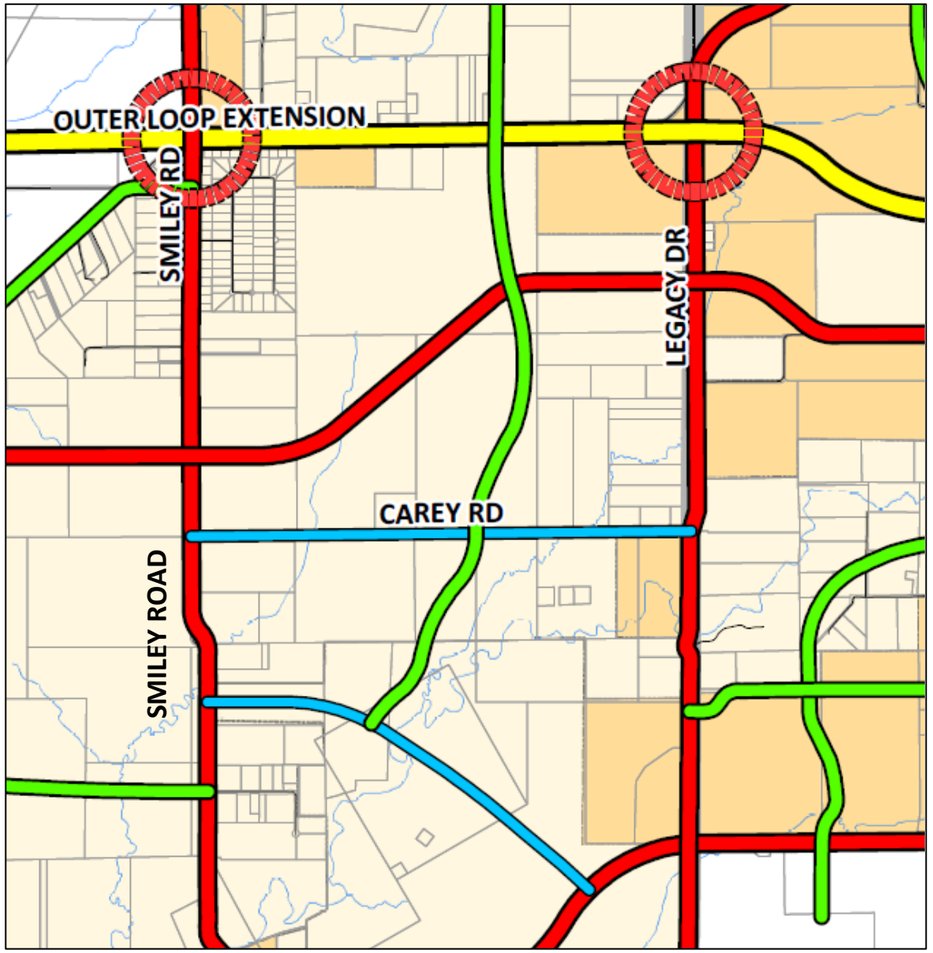


Proposed Alignment

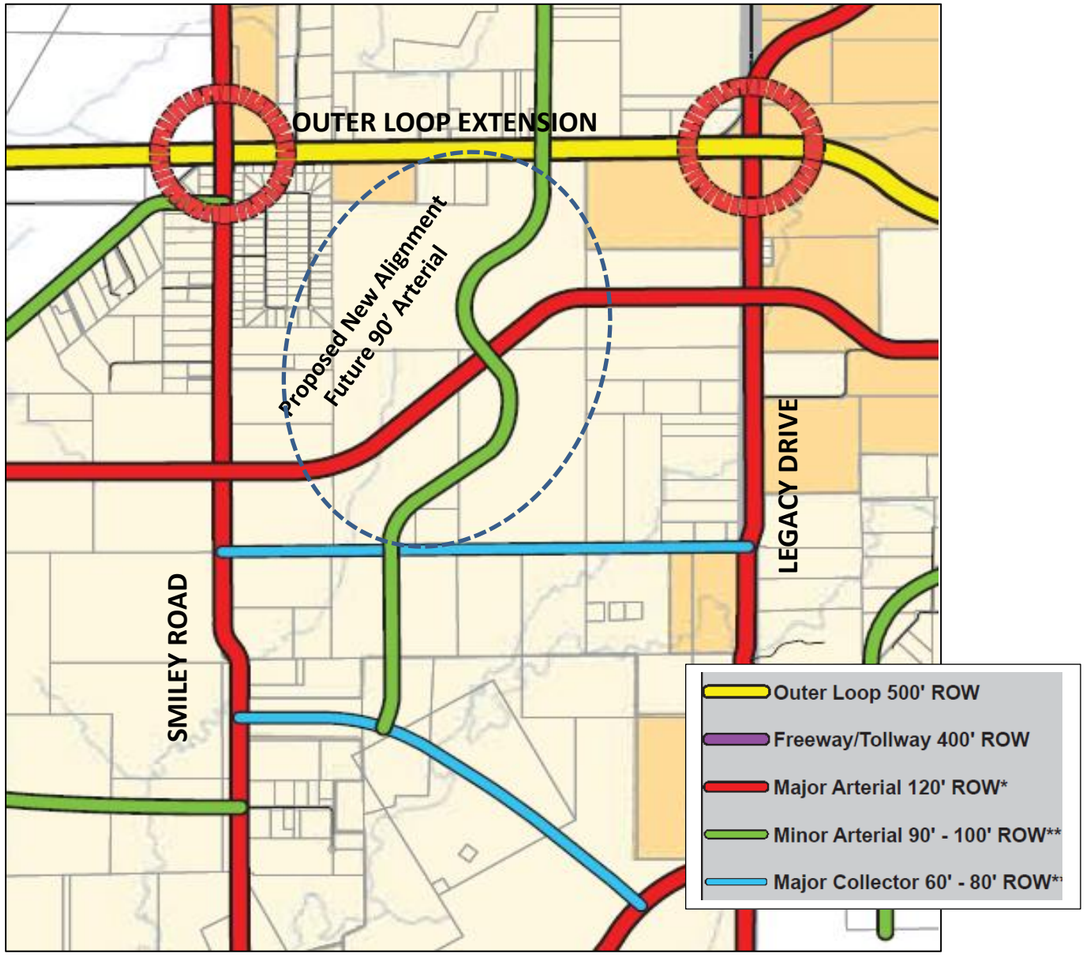
Attachment: Proposed Thoroughfare Plan Amendment Exhibits A, B, C, and D (1037 : Thoroughfare Plan Amendment)

EXHIBIT B – Proposed Realignment of Thoroughfare

Green Meadows Proposed Alignment



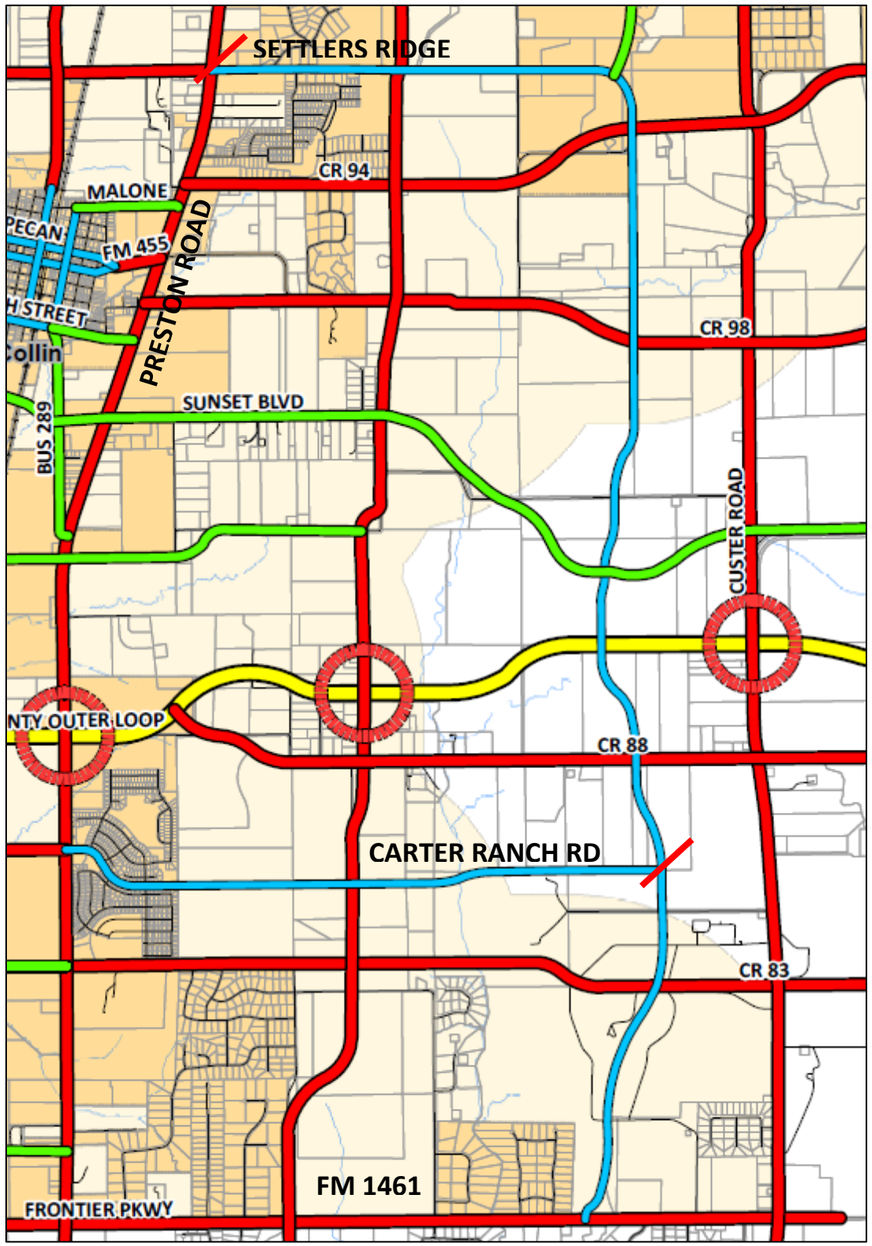
Existing Alignment



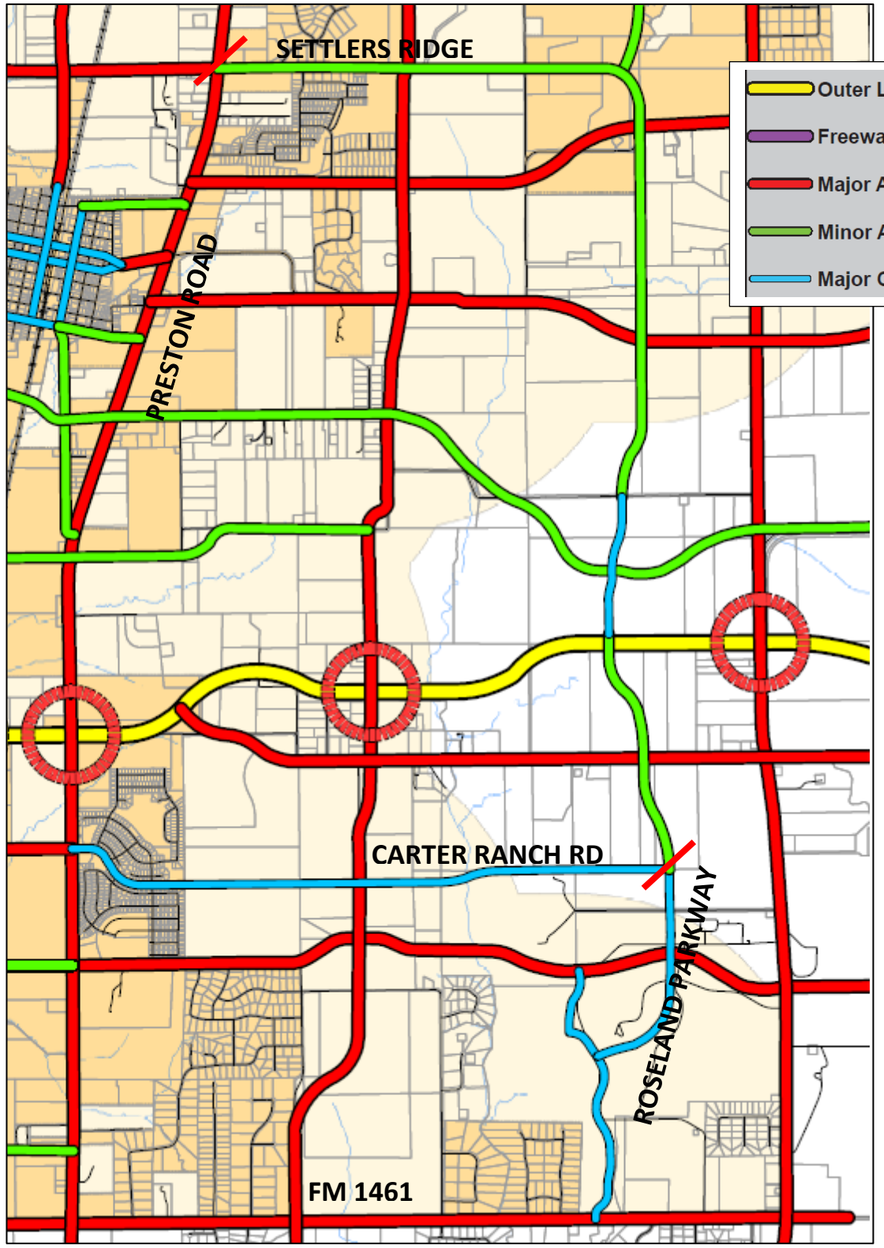
Proposed Alignment

Attachment: Proposed Thoroughfare Plan Amendment Exhibits A, B, C, and D (1037 : Thoroughfare Plan Amendment)

EXHIBIT C – Proposed Upgrade of Thoroughfare Classification



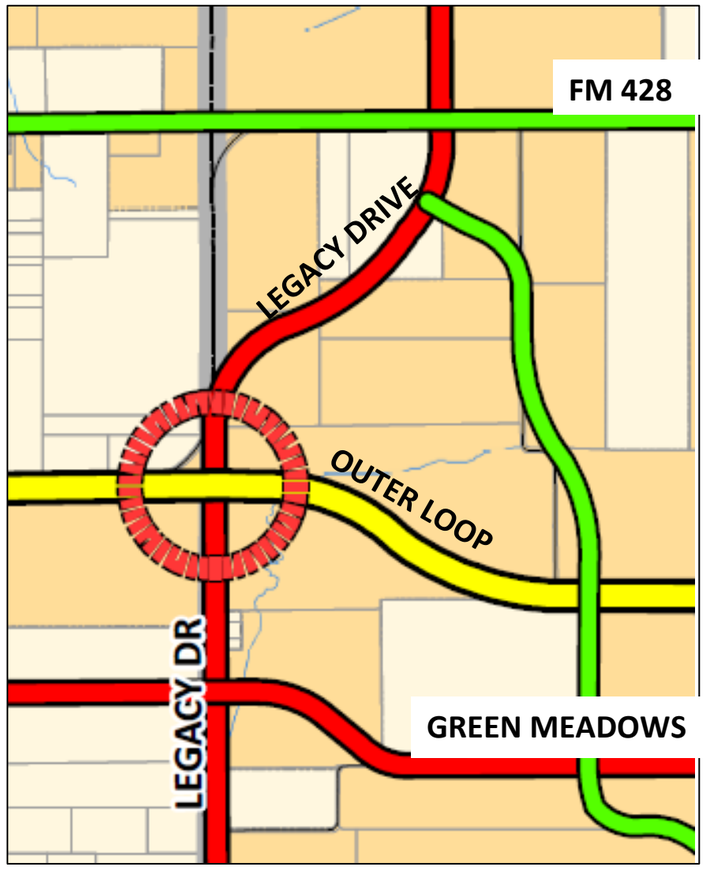
Existing Major Collector (Blue)



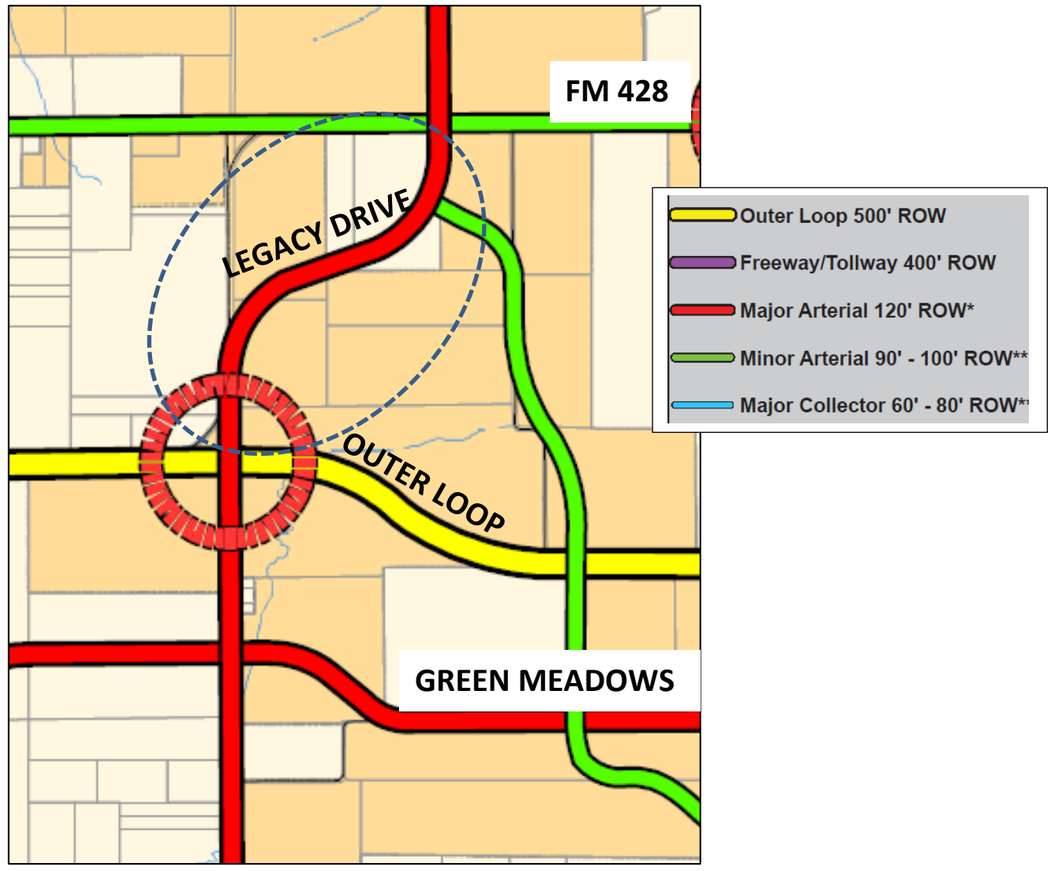
Proposed Minor Arterial (Green) and Major Collector (Blue)

Attachment: Proposed Thoroughfare Plan Amendment Exhibits A, B, C, and D (1037 : Thoroughfare Plan Amendment)

EXHIBIT D – Legacy Drive Realignment



Existing Alignment
Major Arterial (Red)



Proposed Alignment
Major Arterial (Red)

Attachment: Proposed Thoroughfare Plan Amendment Exhibits A, B, C, and D (1037 : Thoroughfare Plan Amendment)

Celina Future Land Use Plan

Thoroughfare Type

- FREEWAY/TOLLWAY
- MAJOR THOROUGHFARE
- MINOR THOROUGHFARE
- MAJOR COLLECTOR

Type

- Commercial/Mixed Use
- Potential Transit-Oriented Development
- Regional Commercial Center

Land Use Type

- Estate Mix/Suburban Mix
- Historic District
- Light Industrial/Mixed-Use
- Regional Activity Center
- Suburban Moderate-High Res.
- Urban Center Mixed-Use

ADOPTION DATE:
April 30, 2013

AMENDMENT DATE:
April 14, 2015

NOTE:
- COLLECTORS NOT SHOWN FOR CLARITY. LOCATION OF COLLECTORS TO BE DETERMINED PER CITY ORDINANCES.

- OVERLAY DISTRICTS NOT SHOW FOR CLARITY. LOCATION IS DESCRIBED WITHIN THE CONTEXT OF THE COMPREHENSIVE PLAN.

- A COMPREHENSIVE PLAN SHALL NOT CONSTITUTE ZONING REGULATIONS OR ESTABLISH ZONING DISTRICT BOUNDARIES

N

0 2,000 4,000
Feet

Disclaimer:
Every effort has been made to ensure the accuracy of data. The City of Celina assumes no liability or damages due to errors or omissions.

Date: April 2015 Edited By: Ben R.

Project: City of Celina Future Land Use Map

Attachment: Celina Future Land Use 4-14-15 (1037 : Thoroughfare Plan Amendment)

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 14, 2015
Re: Wells South Development Agreement

Action Requested:

Conduct a Public Hearing to Consider Testimony and Take Action Regarding a Development Agreement for Wells South, Approximately 403.1 Acres Generally Located North of FM 1461, 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 Hillwood Company is proposing to develop the 403.1 acre parcel as a 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 commercial, town homes and multiple family uses as the market dictates. 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.

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

Lot Summary for Areas A, B, C, and D				
Lot Type	***Lot Size***	***Maximum Units per Type***	***Net Acres***	***Density***
I	50' Wide Lots	620	294.8	±3.8 du/acre
II	60' Wide Lots	500		
III	70' Wide Lots	250	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’
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 and 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. The density of single family and townhome residential uses shall not exceed 9 dwelling units/acre. Multiple family development is proposed at a density of 24 dwelling units/acre with a maximum of 350 multiple family units. Area F shall provide a minimum of 5 acres of non-residential uses.

Open Space. The applicant is proposing a minimum of 30 acres of open space within the overall 403 acre property, or 7.4 percent of the tract. The open space will be comprised of 4 "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. Two 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.

Edge Treatment. In lieu of the 6 foot masonry screening wall required by the Zoning Ordinance surrounding the residential development, 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, the Edge Treatment Roadway Sections and the Photographs of Edge Treatment Examples.

Public Notice:

The public hearing was published in the Celina Record on March 20, 2015. Notices were sent 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.

Board Review/Citizen Input:

At the March 31, 2015 meeting, the Planning and Zoning Commission recommended approval of the Development Regulations portion of the Development Agreement, subject to conditions spelled out by staff.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City's land use attorney has reviewed the Development Agreement and found it acceptable.

Supporting Documents:

- Development Agreement

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.

Draft Dated 4/9/2015

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;

WHEREAS, on March ___, 2015, Hillwood submitted an updated plan for development of the Property to the City;

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;

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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 (collectively, the "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 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 of the costs of the Onsite Public Improvements necessary for the development of the Property, can be achieved by

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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 Parties have determined that the financing of that portion of the costs of the Road 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 Onsite Public Improvements and the Road 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:

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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.

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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: 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) Article _____ of the City Code (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, in effect on the Effective Date (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) 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

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residency and ordinances imposing development fees that are not in conflict with Section 3.06 (collectively, 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 the Water and Wastewater Rules; (vii) the Model Home Policy; (viii) the Water and Sewer Impact Fee Regulations, (ix) the Sign Ordinance, (x) the Approved Plats; and (xi) 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, Engineering and Construction Standards, Water and Wastewater Rules, and Water and Sewer Impact Fee Regulations, as applicable to the Property and uniformly applied throughout the City's corporate limits and its extraterritorial jurisdiction (excluding developments subject to development agreements approved prior to the Effective Date), may be amended by the City from time to time during the Term of this Agreement. 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;

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(d) the cumulative effect of all revisions does not change the 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, 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.

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 fees and charges due and payable to the City in connection with the development of the Property that are charged uniformly to other developments (excluding developments

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subject to development agreements approved prior to the Effective Date) located in the corporate limits of the City, including, but not limited to, outdoor warning device 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 fees not to exceed $1,500 per residential dwelling unit. Other than those dedications and improvements 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.

(ii) Water, sewer and roadway impact fees adopted and collected in compliance with Chapter 395 of the Texas Local Government Code.

(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.

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(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 Onsite 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 Onsite 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.

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(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.

ARTICLE V
ROAD INFRASTRUCTURE

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

(b) Hillwood agrees to construct the first section of CR 84 improvements described and depicted on **Exhibit H** after the earlier of City issuance of the 500th building permit or the issuance of the third series of PID Bonds.

(c) Hillwood agrees to construct the second section of CR 84 improvements described and depicted on **Exhibit H** after the earlier of City issuance of the 750th building permit or the issuance of the fourth series of PID Bonds.

(d) Hillwood agrees to construct CR 83 and Coit Road improvements concurrently with the platting and development of adjacent portions of the Property as described and depicted on **Exhibit H**. 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).

(e) 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 Roadway Improvements, including, but not limited to City fees. Hillwood is responsible for funding the remaining 56 percent of all costs of such Roadway Improvements. The City shall pay the necessary construction funds to Hillwood 180 days after the City receives from Hillwood a notice that Hillwood will proceed with such construction. 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 shall pay to Hillwood an economic development grant of $1,000,000 from the payment of roadway impact fees paid on the Property as consideration for Hillwood's obligation to construct the Road Improvements. All roadway impact 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. Prior to commencement of construction of any Roadway 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 Roadway Improvements at a competitive cost.

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(f) With the exception of the construction obligations above in this Section 5.01 and the obligation to fund Onsite Public Improvements, Hillwood shall have no obligation to fund or construct Road Improvements.

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

5.03 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 **Exhibit H**.

(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 **Exhibit H**. 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) All dedication required by this Section 5.03 shall be subject to roadway impact fee credits as permitted by Texas Local Government Code Chapter 395. With the exception of the dedication requirements of this Section 5.03, there are no requirements to dedicate right-of-way for Coit Road or perimeter roads. The dedication requirements of this Section 5.03 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 City agrees that Hillwood's dedications pursuant to this Section 5.03 are adequate consideration for this abandonment and exceed the fair market value of the roadway to be abandon. 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 City agrees that Hillwood's dedications pursuant to this Section 5.03 are adequate consideration for this abandonment and exceed the fair market value of the roadway to be abandon. 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.

5.04 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

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segments of each of the following roads adjacent to, or within, the Property described and depicted on **Exhibit H**:

(a) Coit Road and Frontier Parkway shall each be major arterials within 120 feet of right-of-way.

(b) CR-83 and CR-84 shall each be major collectors within 60 feet of right-of-way.

Hillwood's construction obligations for each of the roads described and depicted on **Exhibit H** is limited to paving and drainage improvements. Storm drains are excluded from CR-83 and CR-84 construction obligations. Utility work is excluded from such construction obligation.

5.05 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 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.

5.06 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 days after receiving a written request

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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 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

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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 (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 March 31, 2016. If the City or its designee has not completed construction of the Sewer Line by March 31, 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) 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 and prior to the annexation of the Property, 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 (not to exceed $2,120,000) of the costs of such Water Line and Sewer Line (the "Off-Site Utility Assessments"), 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

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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 uniform 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 Road Improvements and the Onsite 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 issue the PID Bonds. The City's 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 prerequisites to the City's closing on the sale of the first series of PID bonds.

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(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 the City to the Owner 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 Onsite 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. PID Bonds may also be secured by any other revenue authorized by the PID Act or other State law and approved by the City Council of the City. The net proceeds from the sale of PID Bonds (i.e., 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 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") all real property ad valorem taxes from the TIRZ during

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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 any PID Bonds issued by the City or 40 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.

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 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.

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

(a) entitle the aggrieved Party to terminate this Agreement; or

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

(c) entitle the aggrieved Party to seek or recover monetary damages of any kind; or

(d) limit the term.

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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.

THIS AGREEMENT IS A CONTRACT SUBJECT TO TEXAS LOCAL GOVERNMENT CODE CHAPTER 271, SUBCHAPTER I, AND THE CITY CONFIRMS ITS IMMUNITY FROM SUIT AND IMMUNITY FROM LIABILITY IS WAIVED WITH RESPECT TO THE ENFORCEMENT OF THIS AGREEMENT BY THE OWNER.

8.05 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, such owner shall 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 8.05 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" and a "Party" under this Agreement.

(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

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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 (hereinafter defined) information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

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.

9.05. **DEVELOPER PARTIES' 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.**

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(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:

(A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;

(B) VIOLATION OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED; AND/OR

(C) NUISANCE.

(II) SUBJECT TO RECEIVING ALL CONTRACTUAL OFFSETS, CREDITS AND REIMBURSEMENTS FOR THE ROAD IMPROVEMENTS, AS REQUIRED BY THIS AGREEMENT, THE AMOUNT OF THE OWNER'S FINANCIAL OR INFRASTRUCTURE CONTRIBUTION FOR THE ROAD IMPROVEMENTS IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE DEVELOPMENT PLACES ON THE CITY'S INFRASTRUCTURE.

(III) SUBJECT TO RECEIVING ROADWAY IMPACT FEE CREDITS REQUIRED BY THIS AGREEMENT IN CONNECTION WITH THE DEDICATION OF RIGHT-OF-WAY PURSUANT TO SECTION 5.03, THE OWNER HEREBY AGREES AND ACKNOWLEDGES THAT (1) ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO SECTION 5.03 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 (2) ALL PREREQUISITES TO SUCH DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE. WITH RESPECT TO THE REQUIREMENTS OF ARTICLE V OF THIS AGREEMENT, THE OWNER AND THE CITY FURTHER 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 PUBLIC INFRASTRUCTURE.

(B) THIS SECTION 9.05 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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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) (a "Notice") shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective as follows: (a) on or after the 10th

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

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

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

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

To the Owner:
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

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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.

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

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 any 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

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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 B	Map of Property
Exhibit C	Concept Plan

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Attachment: DRAFT Celina Wells South ETJ Development Agreement with Exhibits (1056 : Wells South Development Agreement)

Exhibit D	Development Regulations
Exhibit E	Special Regulations
Exhibit F	Alignment of Water Line
Exhibit G	Alignment of Sewer Line
Exhibit H	Road Improvements

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Attachment: DRAFT Celina Wells South ETJ Development Agreement with Exhibits (1056 : Wells South Development Agreement)

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

DRAFT

Attachment: DRAFT Celina Wells South ETJ Development Agreement with Exhibits (1056 : Wells South Development Agreement)

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

DRAFT

Attachment: DRAFT Celina Wells South ETJ Development Agreement with Exhibits (1056 : Wells South Development Agreement)

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

DRAFT

Attachment: DRAFT Celina Wells South ETJ Development Agreement with Exhibits (1056 : Wells South Development Agreement)

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 Adrianne 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;

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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 PKnail 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,

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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.

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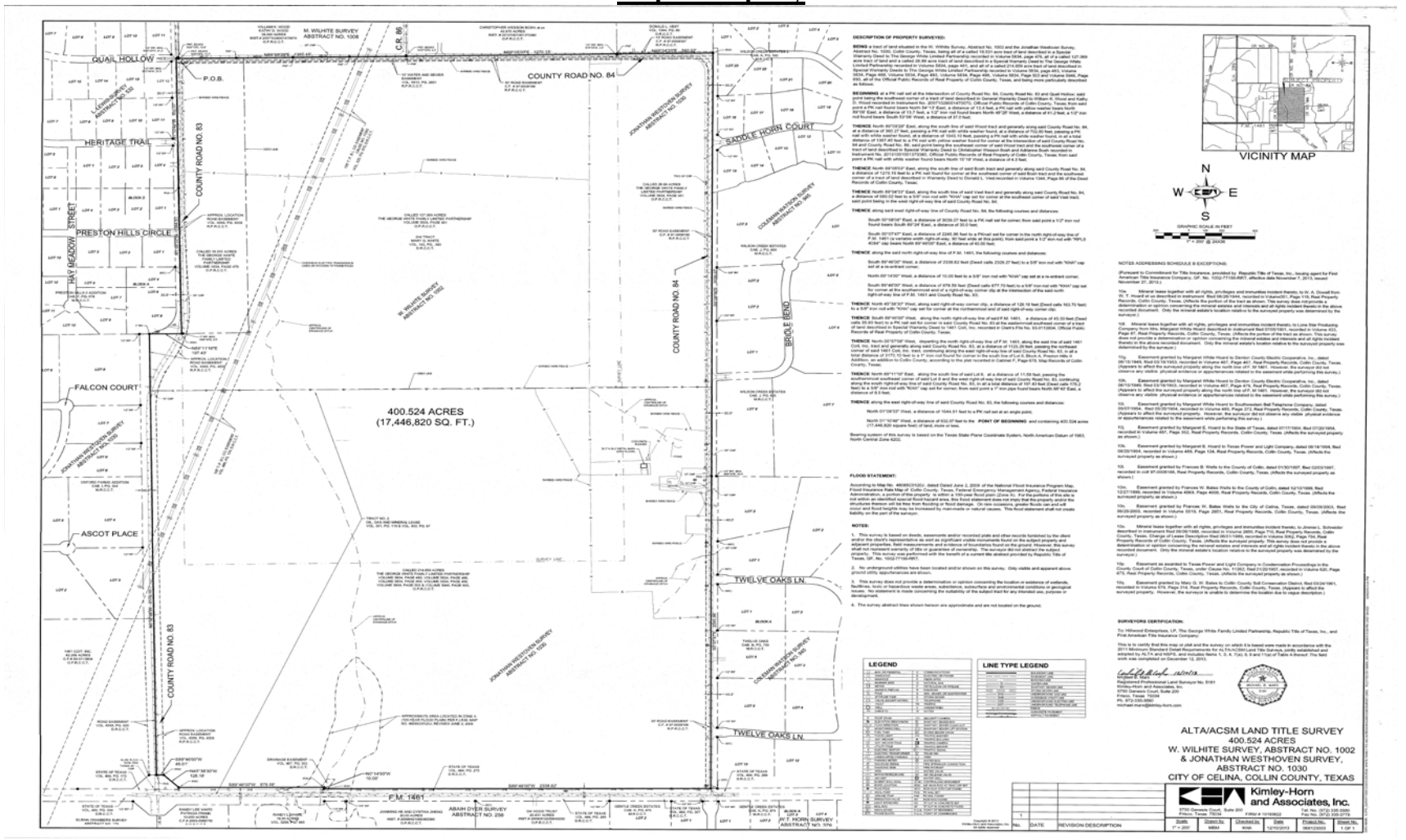
Draft Dated 4/9/2015

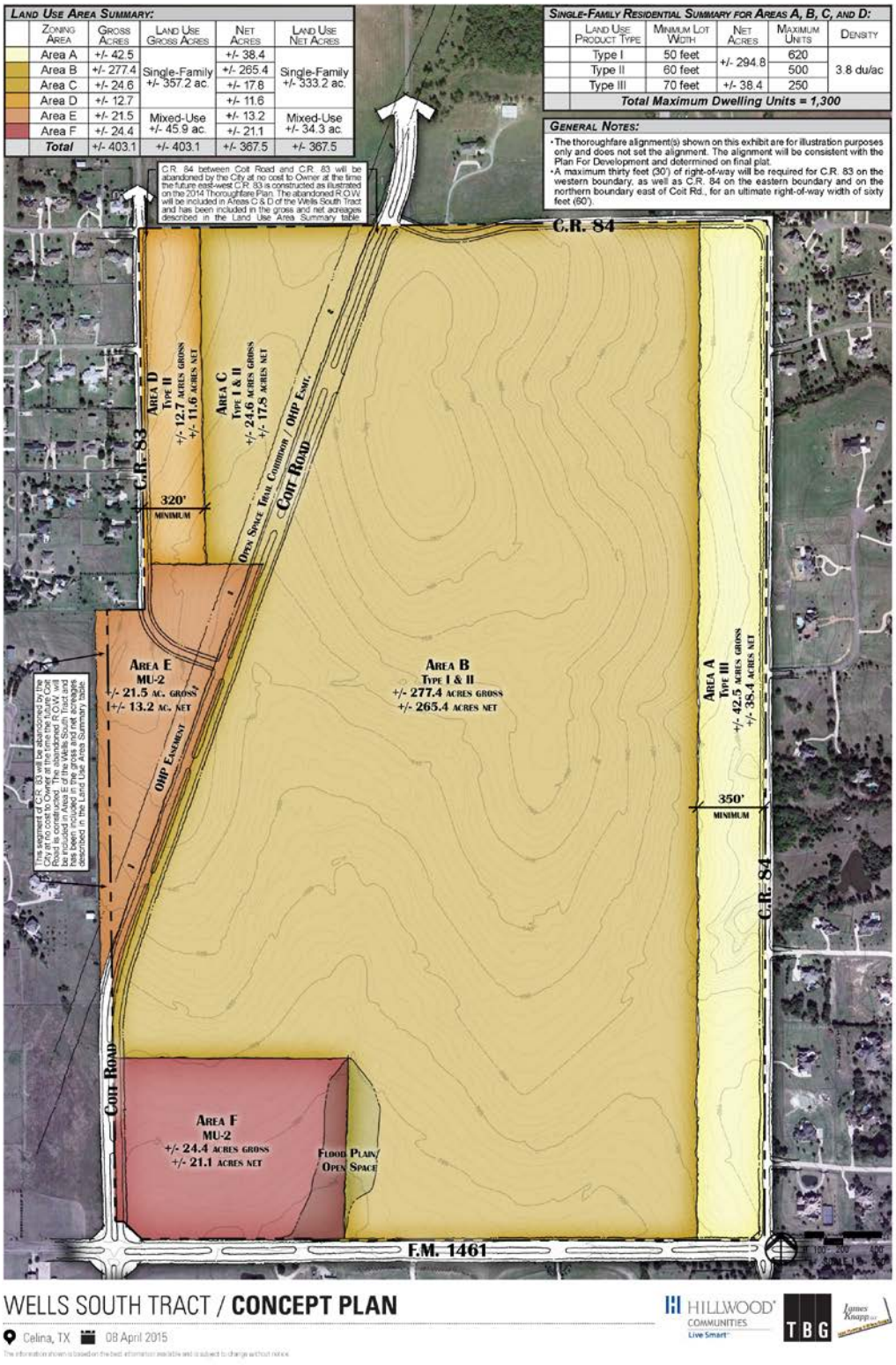
Exhibit B
Map of Property



Attachment: DRAFT Celina Wells South ETJ Development Agreement with Exhibits (1056 : Wells South

Draft Dated 4/9/2015

Exhibit C
Concept Plan



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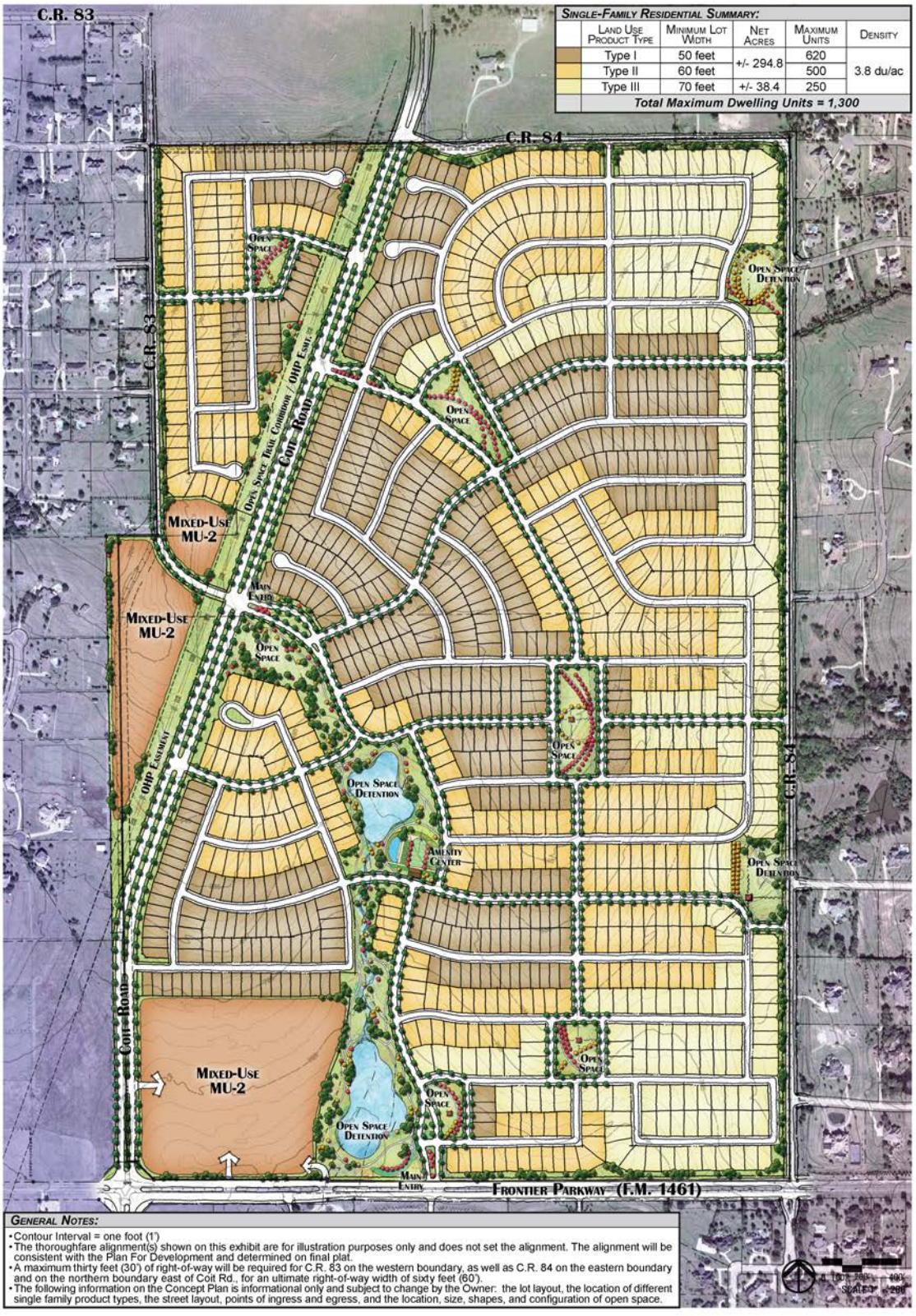

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Exhibit D
Development Regulations

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, 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

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the Concept Plan, 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**. [NEED LEGAL DESCRIPTIONS]

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. The City shall act on applications for the Required Concept Plans and Site Plans for Area E and Area F within 30 days after receipt of a complete application. 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.

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a. A property owners association or public improvement district 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, 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 lots, the maximum number of Type I lots shall be 620.

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.

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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
Minimum rear yard setback	20 feet	20 feet	20 feet
Minimum side yard setback	5 feet generally 15 feet on corner side yards	5 feet generally 15 feet on corner side yards	7 feet generally 15 feet on corner side yards
Minimum front porch setback	15 feet	15 feet	20 feet

Attachment: DRAFT Celina Wells South ETJ Development Agreement with Exhibits (1056 : Wells South Development Agreement)

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

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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.

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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.

Attachment: DRAFT Celina Wells South ETJ Development Agreement with Exhibits (1056 : Wells South Development Agreement)

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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. 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 City may require as a condition of its approval that the developer enter into a repair agreement or otherwise indemnify the City for street and sidewalk repairs necessitated by the growth of street trees in the right-of-way.

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.

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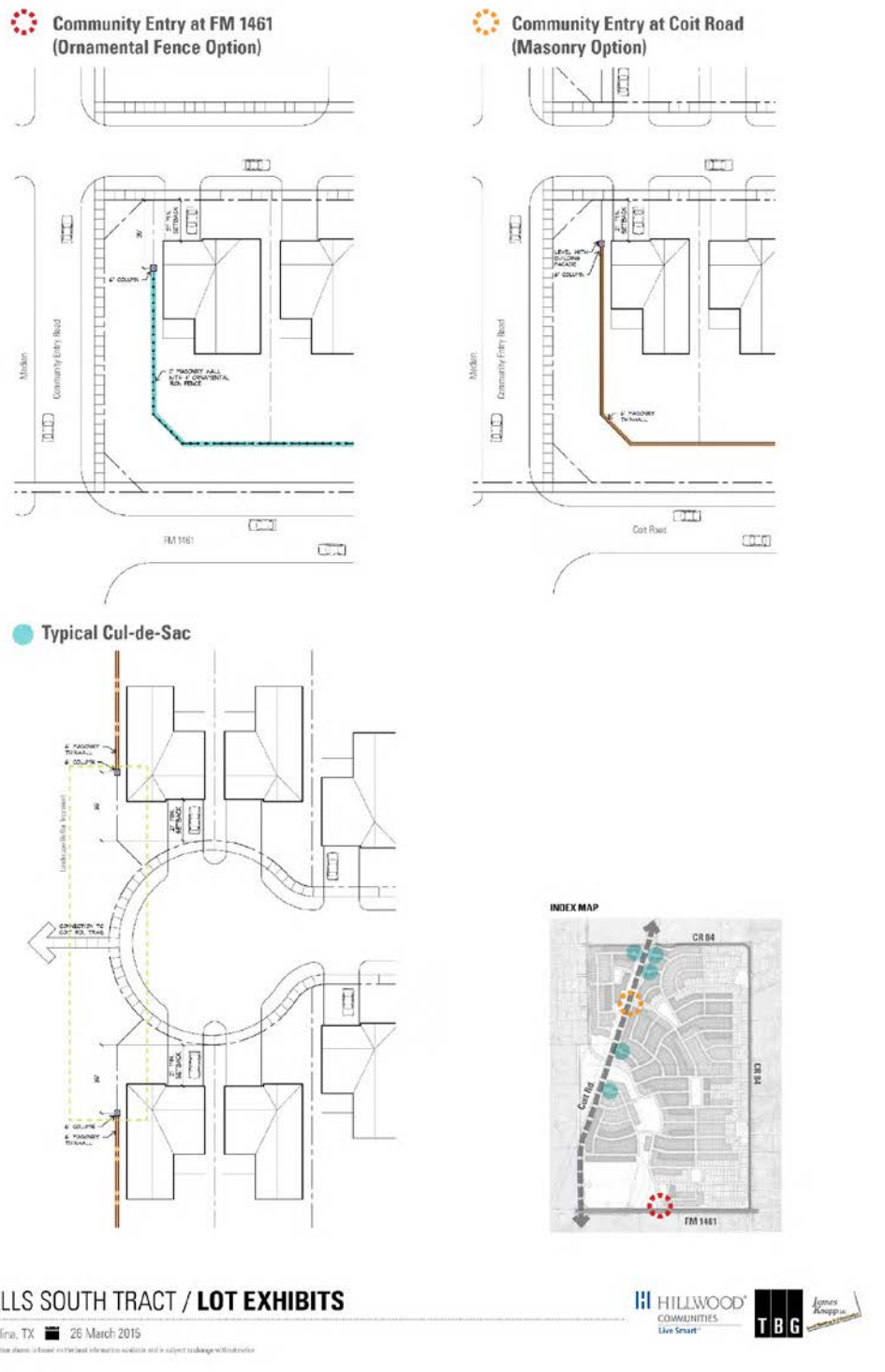
Attachment 1
Garage Setback



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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

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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.

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Attachment 3
Screening and Landscaping

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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. Gingko biloba. **Gingko**
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:

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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. Corn us drummondii, **Roughleaf Dogwood -** understory tree
16. Cotinus obovatus, **American Smoketree**
17. Cupressus arizonica - **Arizona Cypress**
18. Cupressus sempeNirens, **Italian Cypress**
19. Diospyros texana, **Texas Persimmon**
20. Foresteria pubescens, **Elbow Bush**
21. Hamamelis vernalis, **Arkansas Witch Hazel**
22. Hamamelis virginiana, **Comman Witch Hazel**
23. lIex 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** Possum haw **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. lIex vomitoria var. Pride of Houston, **Pride of Houston Yaupon Holly**
30. lIex vomitoria var. Will Fleming, **Will Fleming Yaupon Holly -** upright, 1-2' spread, no berries
31. Juniperus asheL **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 -** Ught 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

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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. Uttle 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 rufululum. **Rusty Blackhaw** - good understory tree
65. Vitex agnus-castus. **Vitex -** purple variety
66. Vltex 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.Wlntergreen. **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. Daleo formosa. **Feather Dalea**
11. Eupatorium greggil. **Greg's Mist Flower**
12. Hesperaloe funifera. **Giant Red Yucca**
13. Hesperaloe parviflora. **False Red Yucca**
14. Hesperaloe parviflora. **False Yellow Yucca**
15. Hibiscus cocclneus. **Texas Star Hibiscus**
16. Hydrangea querclfolla. **Oakleaf Hydrangea**

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17. Ilex vomltorla var. Nona. **Dwarf Yaupon Holly**
18. lIex vomltorla var. Bordeaux. **Bordeaux Dwarf Yaupon Holly**
19. Lagerstroemla 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. Malvavlscus drummondl!. **Turk's Cap**
24. Mimosa borealis. **Fragrant Mimosa**
25. Myrica pusila. **Dwarf Wax Myrtle**
26. Optunla 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. Rosmarlnus officinalis. **Rosemary**
33. Sedum var. Autumn Joy. **Autumn Joy Sedum**
34. Spirea vanhouttel. **Bridal Wreath Spirea**
35. Spirea japonica var. Anthony Japonlca. **Anthony Spirea**
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 perdentata, **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 alternifolia, **Umbrella Plant**
12. Cyperus nanas, **Compact Umbrella Plant**

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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. Muhlenbergla 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**

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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 Iyrata, **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. Tetraneuris 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 Trumpetcreeper**
3. Campsis radicans var. MonbaL **Balboa Sunset Trumpetcreeper**
4. Campsis radicans var. Flamingo, **Flamingo Trumpetcreeper**
5. Campsis radicans var. Flava, **Yellow Trumpetcreeper**
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**

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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 frutescsens, **Texas Wisteria**

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Attachment 5
Conceptual Open Space and Trail Plan

WELLS SOUTH TRACT / **OPEN SPACE & AMENITY DIAGRAM**

Celina, TX 08 April 2015

HILLWOOD COMMUNITIES Live Smart TBG

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Attachment 6
Conceptual Street Tree Diagram

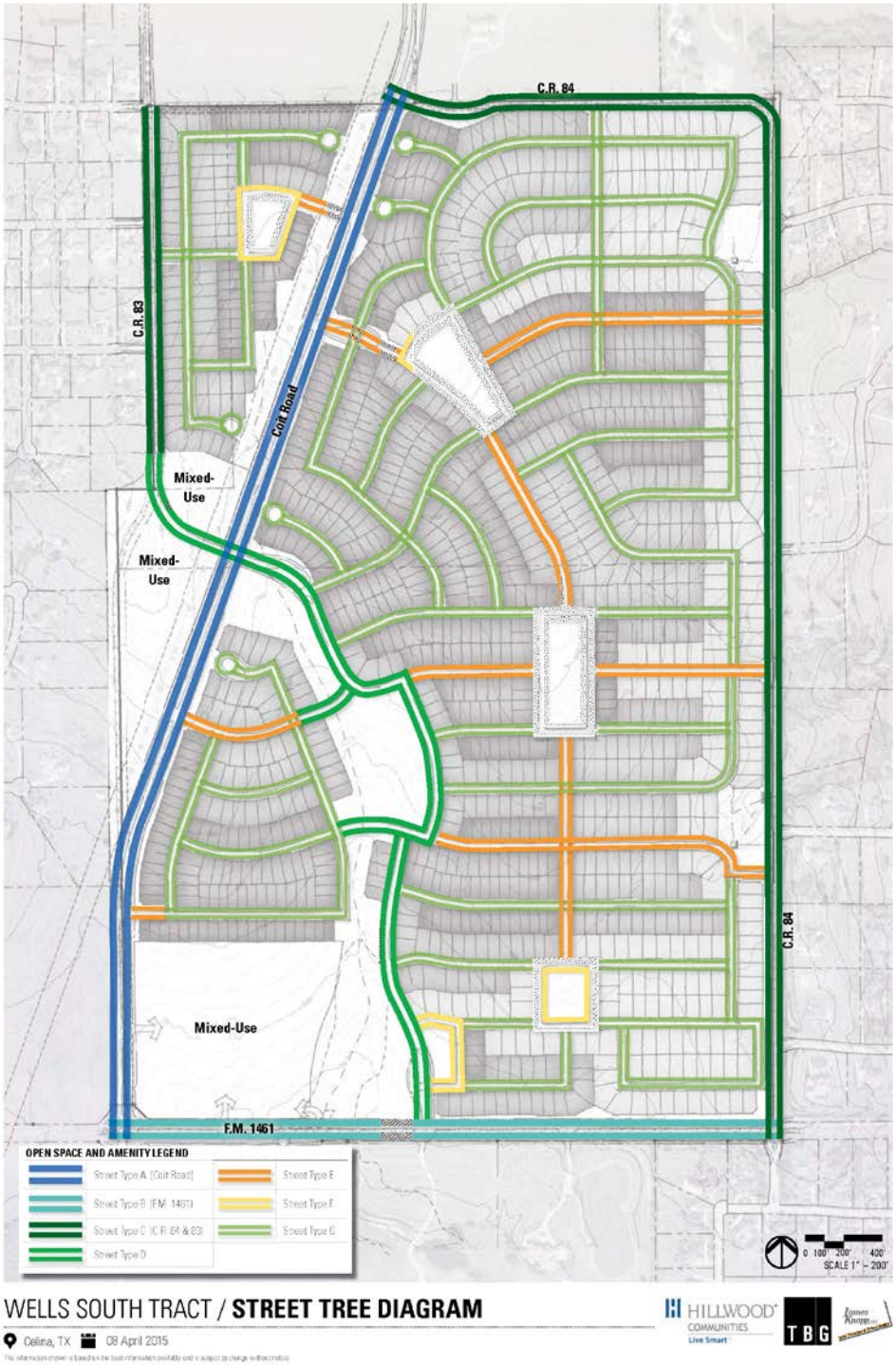

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Exhibit E
Special Regulations

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	*Design Speed, V (MPH)*	*Friction Factor, F*	*Superelevation, e (ft/ft)*	*Radius, R (ft) (Rounded for Design)*
	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,

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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.

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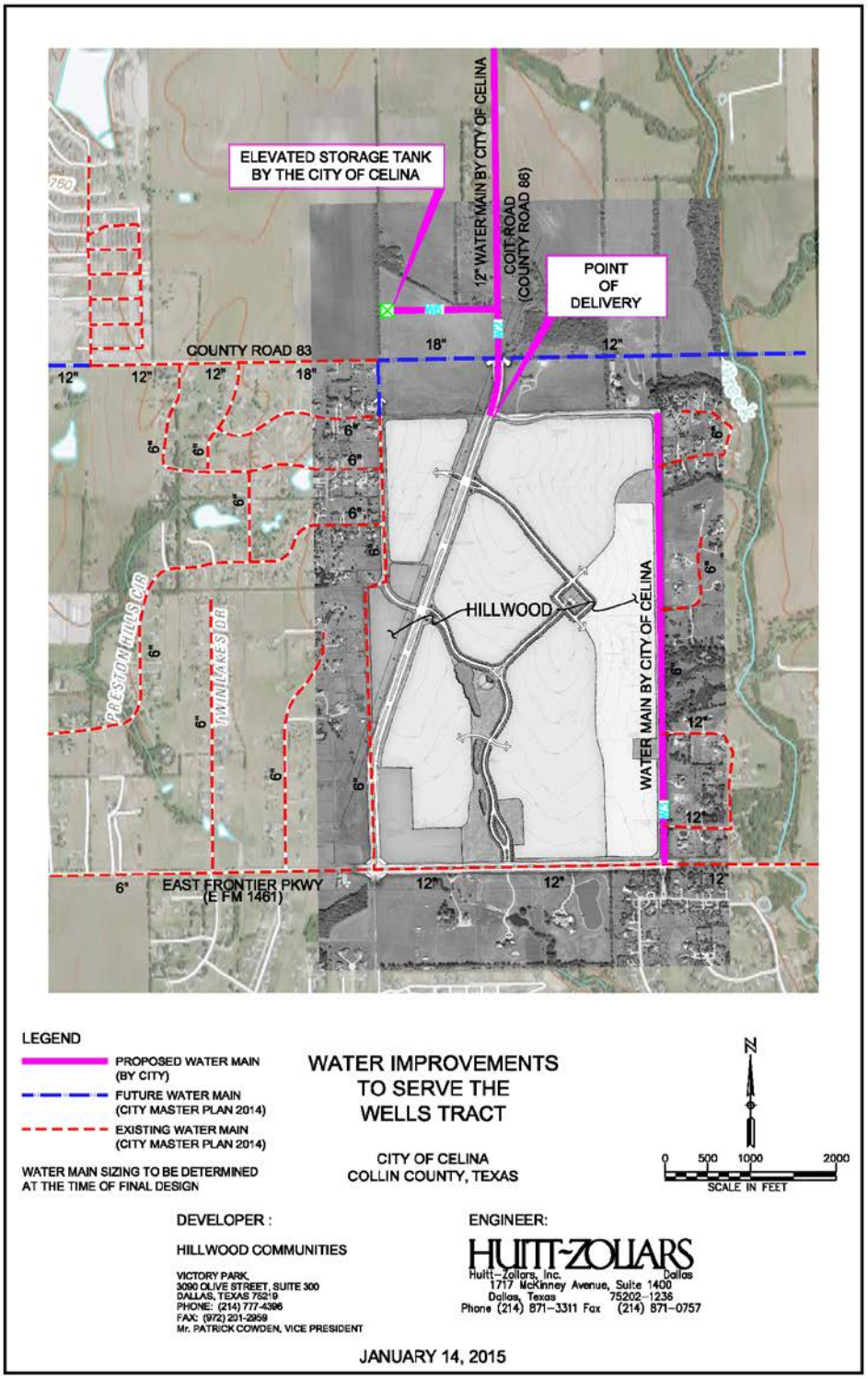
Draft Dated 4/9/2015

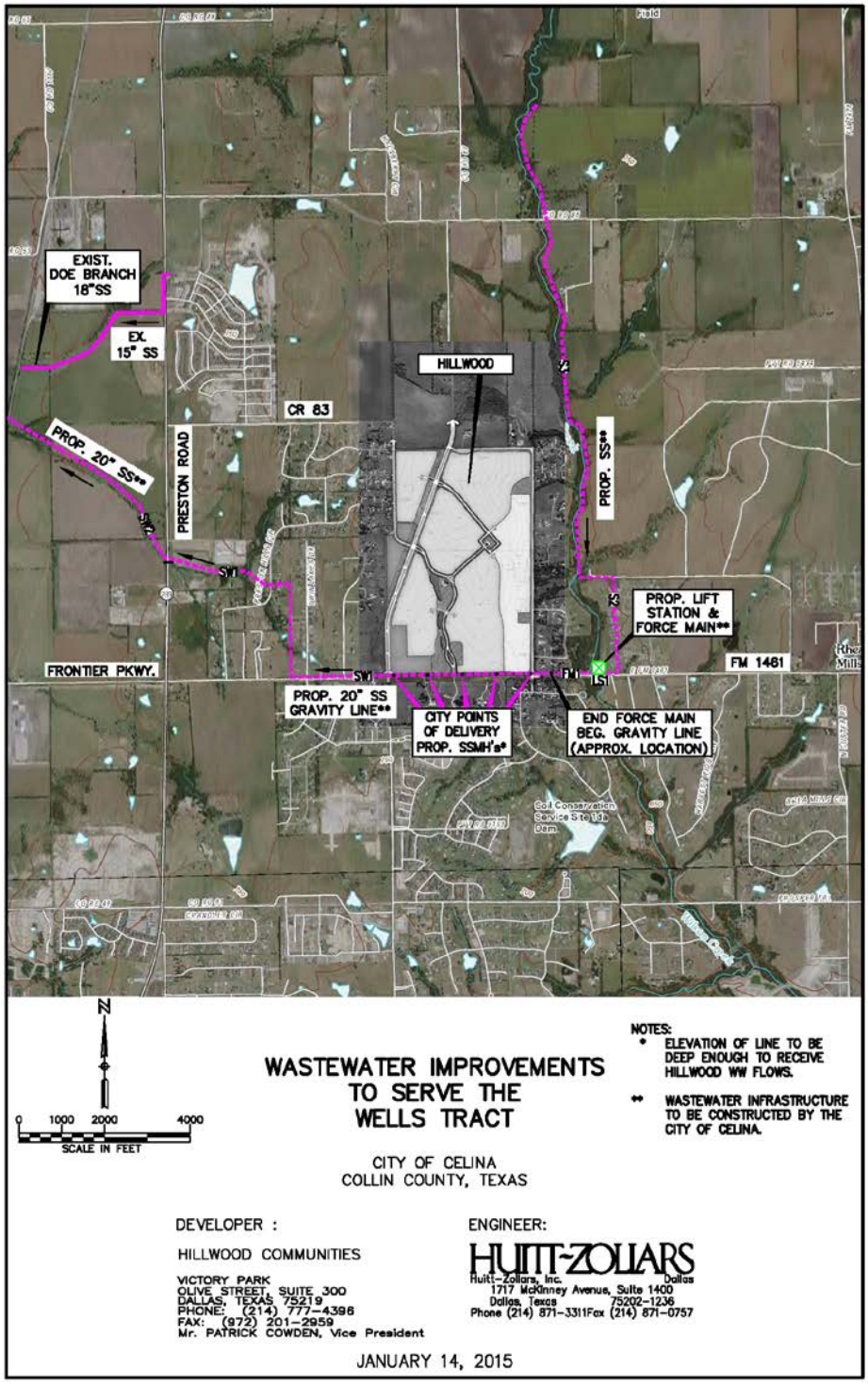
Exhibit F
Alignment of Water Line



Attachment: DRAFT Celina Wells South ETJ Development Agreement with Exhibits (1056 : Wells South Development Agreement)

Draft Dated 4/9/2015

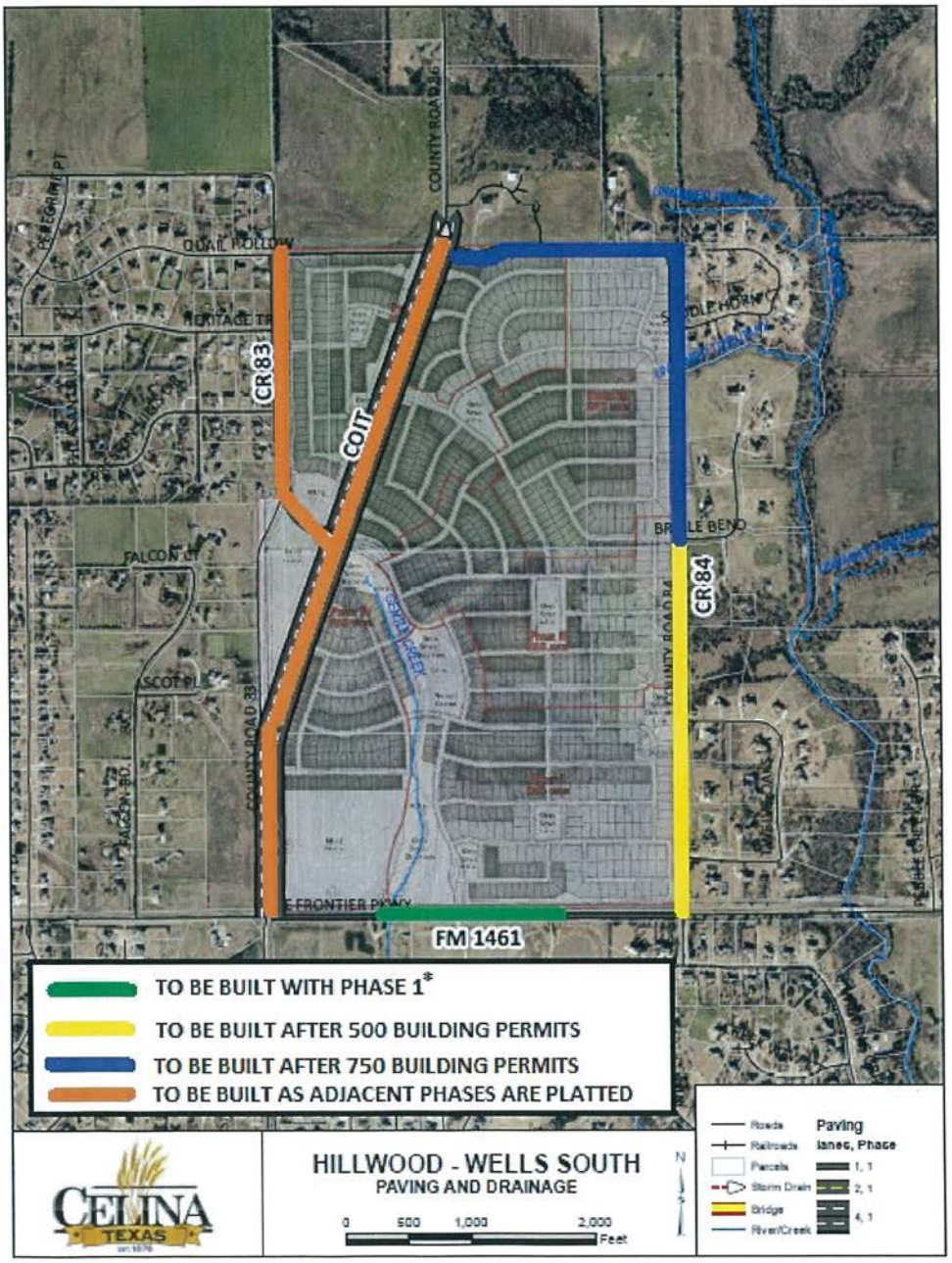
Exhibit G
Alignment of Sewer Line



Attachment: DRAFT Celina Wells South ETJ Development Agreement with Exhibits (1056 : Wells South Development Agreement)

Draft Dated 4/9/2015

Exhibit H
Road Improvements



*TURN LANES, ACCEL/DECEL, AND MEDIAN OPENINGS ONLY

Attachment: DRAFT Celina Wells South ETJ Development Agreement with Exhibits (1056 : Wells South Development Agreement)

Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Planner
CC: Mike Foreman, City Manager
Date: April 14, 2015
Re: Van Family Trust Annexation Public Hearings

Action Requested:

Conduct Two Public Hearings at 6:30 P.M. and 6:35 P.M. Regarding an Involuntary Annexation of a ±10 Acre Tract of Land Located in the MEP and P Ry Co Survey, Abstract Number 653, Tract 14, Collin County, Texas. the Property is Generally Located North of Carthage Road, West of SH 289, East of the BNSF Railroad and South of Mark Alexander Ct. (Van Family Trust) Liebman

Background Information:

- ~~March 17, 2015 Council passed Resolution establishing PH dates.~~
- April 14, 2015 Council to hold two public hearings.
- May 12, 2015 Council to consider annexation ordinance.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

The City is obligated to pay approximately $12,500 dollars to Marilee Special Utility District to purchase the CCN's for this property upon annexation.

Legal Review:

N/A

Supporting Documents:

- Legal Description

Staff Recommendation:

N/A

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.

Legal Description

All that certain lot, tract or parcel of land lying and being situated in the County of Collin, State of Texas and being a part of the M.E.P.&P. Co. Survey, Abstract No. 653 and being a part of a 92.04 acre tract as described in a Deed from Carey L. Anderson to Claude Thompson recorded in Volume 393, Page 393, of the Collin County Deed Records and being more fully described as follows:

BEGINNING at an iron stake in the West line of the said tract in the East ROW line of the S.T. & S.F. Railroad Co. Said stake bears South 12 deg. 30 min. West, 1037.9 ft. from the Northwest corner of the said tract;

THENCE: North 89 deg. 00 min. 53 sec. East, a distance of 1098.53 ft. to an iron stake in the West ROW line of State Hwy. No. 289;

THENCE: South 0 deg. 06 min. 10 sec. West with the west ROW line of the said Hwy. a distance of 381.99 ft. to an iron stake for a corner;

THENCE: South 89 deg. 00 min. 53 sec. West a distance of 1182.59 feet to an iron stake in the west line of the said tract and east ROW line of the said RR;

THENCE: North 12 deg. 27 min. 43 sec. East with the west line of the said tract a distance of 392.68 ft. to the PLACE OF BEGINNING and CONTAINING 10.00 acres of land.

Attachment: Van Family Trust Legal (1045 : Van Family Trust Annexation PH 10.0 Acres in MEP&P RY Co Survey)

Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Planner
CC: Mike Foreman, City Manager
Date: April 14, 2015
Re: Shmaisani Annexation Public Hearings

Action Requested:

Conduct Two Public Hearings at 6:30 P.M. and 6:35 P.M. Regarding an Involuntary Annexation of a ±7.37 Acre Tract of Land Located in the MEP and P Ry Co Survey, Abstract Number 653, Tract 12, Collin County, Texas. the Property is Generally Located North of Carthage Road, West of SH 289, East of the BNSF Railroad and South of Mark Alexander Ct. (Shmaisani) Liebman

Background Information:

- ~~March 17, 2015 Council passed Resolution establishing PH dates.~~
- April 14, 2015 Council to hold two public hearings.
- May 12, 2015 Council to consider annexation ordinance.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

The City is obligated to pay approximately $9,212 dollars to Marilee Special Utility District to purchase the CCN's for this property upon annexation.

Legal Review:

N/A

Supporting Documents:

- Property Description

Staff Recommendation:

N/A

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.

ALAMO TITLE COMPANY
GF ATALDAL172-6172120070

2012053000624860 05/30/2012 09:19:38 AM D1 1/3

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Warranty Deed with Vendor's Lien

Date: May 21, 2012

Grantor: Diaa Hamed and wife, ~~Maha Hamed~~ NEHAYA MILHEM

Grantor's Mailing Address: 4412 Copper Mountain Lane, Richardson, Texas 75082
Dallas County

Grantee: Issam Al Shmaisani

Grantee's Mailing Address: 5608 Normandy Drive, Colleyville, TX 76034
Tarrant County

Consideration: Cash and Grantee's assumption of and agreement to pay, according to the note's terms, the unpaid principal and earned interest of ONE HUNDRED EIGHTY-THREE THOUSAND SIX HUNDRED FOURTEEN AND 34/100 DOLLARS ($183,614.34) on the note in the original principal sum of TWO HUNDRED THOUSAND AND NO/100 DOLLARS ($200,000.00) dated August 5, 2012, executed by Hazem I. Awad, and payable to the order of Sam Moseson. The note is secured by an express vendor's lien and superior title retained in a deed dated August 5, 2010, recorded in County Clerk File No. 20100805000812210 of the real property records of Collin County, Texas, and additionally secured by a deed of trust dated August 5, 2010, from Diaa Hamed to Sam L. Moffett, trustee, recorded in County Clerk File No. 20100805000812220 of the real property records of Dallas County, Texas. As further consideration Grantee promises to keep and perform all the covenants and obligations of the grantor named in that deed of trust and to indemnify, defend, and hold Grantor harmless from any loss, attorney's fees, expenses, or claims attributable to a breach or default of any provision of this assumption by Grantee. Grantor assigns to Grantee any funds on deposit for payment of taxes and insurance premiums.

Property (including any improvements): See Exhibit A attached hereto and made a part hereof.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: None

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together

UNOFFICIAL

Attachment: Legal Description (1046 : Shmaisani Annexation PH 7.37 Acres in MEP and P Ry Co Survey)

with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

The first and superior vendor's lien against and superior title to the Property are retained in this deed to secure Grantee's assumption of the note. Grantee's assumption of the note is also secured by a deed of trust to secure assumption of even date, from Grantee to Michael S. Newman, trustee. If default occurs in payment of the assumed note or in observance of any covenant or condition of any instrument securing the assumed note, Grantor and the holder of the assumed note each have the independent right to foreclose the vendor's lien. However, as between the two holders of the vendor's lien, Grantor's rights, title, and interest are subordinate to the rights, title, and interest of the holder of the assumed note. Cancellation of the assumed note and release of the liens securing it will release the liens securing the assumption, including the vendor's lien and deed of trust to secure assumption, without specific reference to them or the joinder of Grantor.

When the context requires, singular nouns and pronouns include the plural.

Diaa ~~Hamed~~

~~Maha Hamed~~ NEHAYA MILHEM

STATE OF TEXAS Dallas §
COUNTY OF ~~TARRANT~~ §

This instrument was acknowledged before me on May 22, 2012, by Diaa Hamed and ~~Maha Hamed~~. NEHAYA MILHEM

MICHAEL S. NEWMAN
MY COMMISSION EXPIRES
December 28, 2012

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Issam Al Shmaisani
5608 Normandy Drive
Colleyville, TX 76034

UNOFFICIAL

Attachment: Legal Description (1046 : Shmaisani Annexation PH 7.37 Acres in MEP and P Ry Co Survey)

LEGAL DESCRIPTION

GF Number: ALDAL172-6172120070 Commitment Number: 6172120070

Legal description of the land:

A tract of land situated within the M. E. P. & P. Railroad Survey, Abstract Number 653, Collin County, Texas and being the same tract of land as conveyed to Sam Moseson by a deed filed for record in Volume 1654 at Page 816 of the Deed Records of Collin County, Texas, said tract of land being more particularly described by metes and bounds as follows:

Beginning at a 1/2" rebar found, on the West right-of-way line of State Highway Number 289, for the common East corner of the tract of land herein described and a tract of land conveyed to R. A. Hallford by a deed filed for record in Volume 1307 at Page 387 of the Deed Records of Collin County, Texas;

Thence S 00° 47' 19" W, along the monumented and aforementioned West right-of-way line, passing at 275.71 feet a wooden right-of-way marker found for a reference corner and continuing for a total distance of 294.66 feet to a 3/8" rebar found for the common East corner of the tract of land herein described and a tract of land conveyed to the Van Family Trust by a deed filed for record in Volume 3032 at Page 967 of the Deed Records of Collin County, Texas;

Thence S 89° 52' 48" W, along the common boundary line of the tract of land herein described and the aforementioned Van Family Trust tract, 1,098.34 feet to a 3/8" rebar found for their common West corner on the East right-of-way line of the Burlington Northern Railroad (formerly known as the S. T. & S. F. RR Co.);

Thence N 13° 25' 38" E, along the common boundary line of the tract of land herein described and the aforementioned East Railroad right-of-way line, 317.41 feet to the common West corner of the tract of land herein described and the Tri Dal Addition, an addition to Collin County, Texas according to the plat thereof filed for record at 2006-86 of the Plat Records of Collin County, Texas, from which a 3/8" rebar found for a witness corner bears N 89° 20' 32" W, 0.79 feet;

Thence S 89° 20' 32" E, along the common boundary line of the tract of land herein described and the aforementioned Tri Dal Addition, passing at 738.92 feet a 1/2" rebar with a cap marked "WAI" found for the Southeast Corner of said addition and continuing along the common boundary line of the tract of land herein described and the above mentioned Hallford tract for a total distance of 1,028.75 feet to the Point of Beginning. Said tract of land containing 321,027 square feet or 7.370 acres, more or less.

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

UNOFFICIAL

COUNTY COURT OF COLLIN COUNTY, TEXAS

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
05/30/2012 09:19:38 AM
$24.00 DFOSTER
20120530000624860

Stacey Kemp

Attachment: Legal Description (1046 : Shmaisani Annexation PH 7.37 Acres in MEP and P Ry Co Survey)

Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Planner
CC: Mike Foreman, City Manager
Date: April 14, 2015
Re: Halford Annexation Public Hearings.

Action Requested:

Conduct Two Public Hearings at 6:30 P.M. and 6:35 P.M. Regarding an Involuntary Annexation on a ±1.025 Acre Tract of Land Located in the MEP and P Ry Co Survey, Abstract Number 653, Tract 13. the Property is Generally Located West of SH289 South of Mark Alexander Ct., East of the BNSF Railroad, and North of E. Carthage Road. (Halford) Liebman

Background Information:

- ~~March 17, 2015 Council passed Resolution establishing PH dates.~~
- April 14, 2015 Council to hold two public hearings.
- May 12, 2015 Council to consider annexation ordinance.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

The City is obligated to pay approximately $1,281 dollars to Marilee Special Utility District to purchase the CCN's for this property upon annexation.

Legal Review:

N/A

Supporting Documents:

- Property Description

Staff Recommendation:

N/A

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.

Legal Description

Being all of Tract 13 of the M E P & P Ry Co Survey, Abstract A0653

Attachment: Halford Legal Description (1059 : Halford Annexation 1.025 Acres MEP and P Ry Co Survey)

Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Planner
CC: Mike Foreman, City Manager
Date: April 14, 2015
Re: Champion Waste Annexation Public Hearings.

Action Requested:

Conduct Two Public Hearings at 6:30 P.M. and 6:35 P.M. Regarding an Involuntary Annexation of a ±8.931 Acre Tract of Land Located in the Tri Dal Addition, Lot 1, Block A. the Property is Generally Located West of SH289, South of Mark Alexander Ct., East of the BNSF Railroad, and North of E. Carthage Road. (Champion) Liebman

Background Information:

- ~~March 17, 2015 Council passed Resolution establishing PH dates.~~
- April 14, 2015 Council to hold two public hearings.
- May 12, 2015 Council to consider annexation ordinance.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

The City is obligated to pay approximately $11,163 dollars to Marilee Special Utility District to purchase the CCN's for this property upon annexation.

Legal Review:

N/A

Supporting Documents:

- Property Description

Staff Recommendation:

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.

Legal Description

Being all of Lot 1, Block A of TRI DAL ADDITION, and addition to Collin County, Texas according to the plat there of recorded in Volume 2006, Page 66 of the Map Records Collin County, Texas

Attachment: Champion Legal Description (1060 : Champion Waste Annexation - Tri Dal Addition Lot 1, Block A, 8.931 Acres)

Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Planner
CC: Mike Foreman, City Manager
Date: April 14, 2015
Re: Celina 86 Annexation Public Hearings

Action Requested:

Conduct Two Public Hearings at 6:30 P.M. and 6:35 P.M. Regarding a Voluntary Annexation Request from Shea Kirkman on Behalf of AVEX for ±86.64 Acre Tract of Land Located in the John Morton Survey, Abstract Number 791, the Anthony Thomasson Survey, Abstract Number 1265, Denton County, Texas. the Property is Generally Located South of Carey Road, North of Parvin Road and West of CR 6 (Legacy Drive). (Celina 86) Liebman

Background Information:

A petition for annexation was received from Shea Kirkman on behalf of AVEX on February 17, 2015. The property is contiguous to current city limits.

- ~~March 17, 2015 Council option to accept voluntary petition to annex~~
- ~~March 27, 2015 Notice of public hearing published~~
- April 14, 2015 Council to hold two public hearings
- May 12, 2015 Council to consider annexation ordinance

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

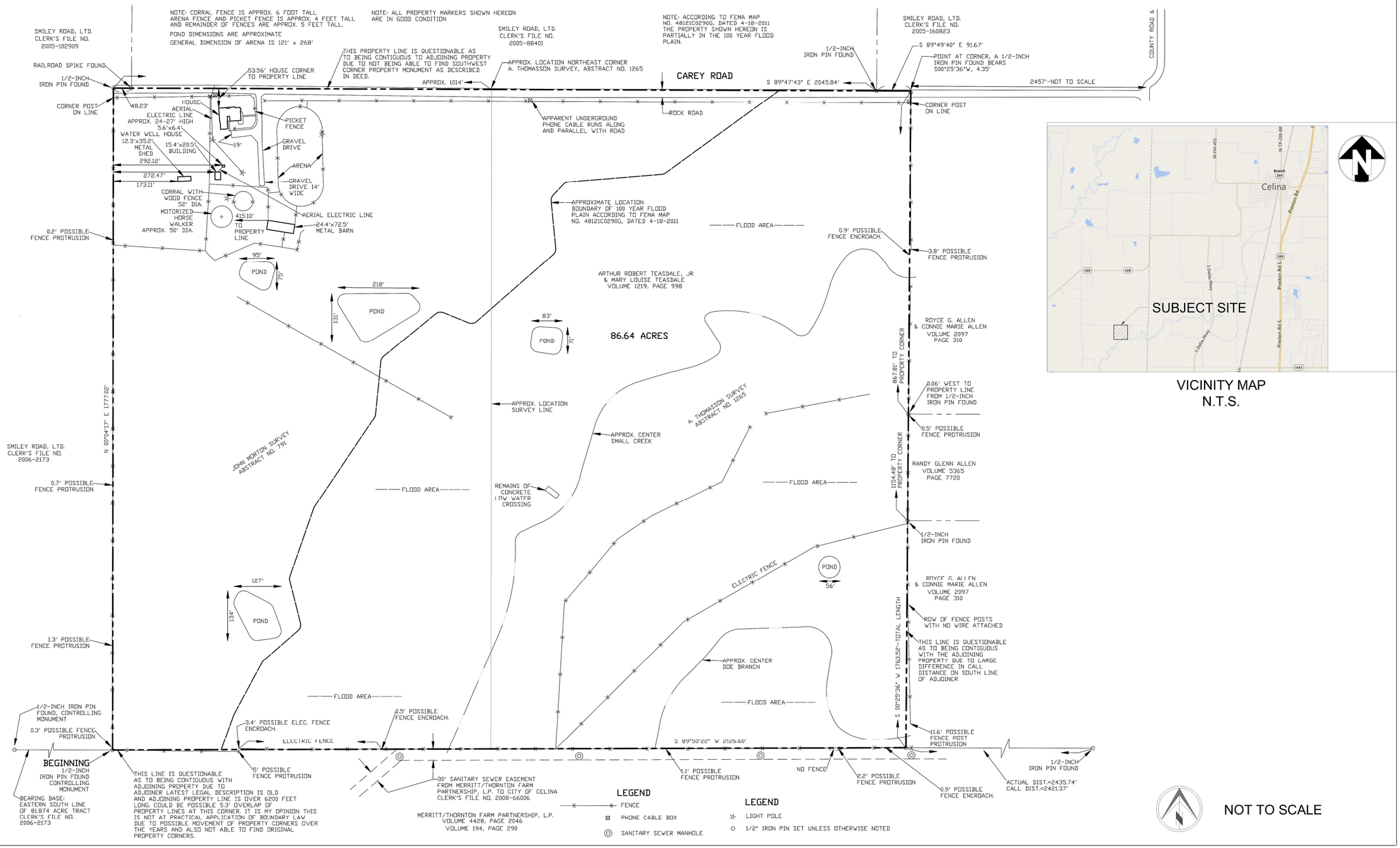
Supporting Documents:

§ Annexation Exhibit

Staff Recommendation:

N/A

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.



CELINA 86

CELINA, TX
02.10.2015

Attachment: 22x34 Zoning Exhibit (1044 : Celina 86 Annexation PH 86.64 Acres in John Morton Survey)

Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Planner
CC: Mike Foreman, City Manager
Date: April 14, 2015
Re: Pakvest Annexation Public Hearings

Action Requested:

Conduct Two Public Hearings at 6:30 P.M. and 6:35 P.M. Regarding a Voluntary Annexation Request on ±4.518 Acre Tract of Land Located in the John Ragsdale Survey, Abstract Number 735, Collin County, Texas. the Property is Generally Located North and East of FM 455, West of CR 946 and South of the Grayson/Collin County Line. (Pakvest) Liebman

Background Information:

A petition for annexation was received from Faraz Zuberi representing Pakvest LLC on February 17, 2015. The property is contiguous to current city limits. Mr. Zuberi has initiated the annexation process with the knowledge that the City will likely not be in a position to provide water and sewer to the tract within a four and one-half (4½) year time frame.

- ~~March 17, 2015 Council option to accept voluntary petition to annex~~
- ~~March 27, 2015 Notice of public hearing published~~
- April 14, 2015 Council to hold two public hearings
- May 12, 2015 Council to consider annexation ordinance

Board Review/Citizen Input:

N/A

Financial Considerations:

The applicant has provided a check in the amount of $1,250 per acre to purchase the CCN's from Marilee Special Utility District.

Legal Review:

N/A

Supporting Documents:

- Annexation Exhibit

Staff Recommendation:

N/A

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.

Surveyor's Certification:
This is to certify that on on this date, April 14, 2014, a survey was made on the ground, under my supervision. that the survey reflects dimensions and calls of property lines, location and type of improvements, there are no visible and apparent easements except as shown. The subject property does not appear to lie within the limits of a 100- year flood hazard zone according to the map published by the federal emergency management agency, and has a zone "X" rating as shown by MAP NO. 48085C0135 J, Dated JUNE 02, 2009. This survey is not to be used for construction purposes and is for the exclusive use of the hereon named purchaser, mortgage company, and title company and this survey is pursant to that certain title commitment under the GF NO. shown hereon, provided by the tilte company named hereon and that this date, the easements, rights of way, or other locatable matters of record that the undersigned has knowlege or has been advised are as shown or noted hereon.

William Dean Hadley
9.0 Acres
Tract 24 - 9

BEING ALL THAT CERTAIN 4.518 ACRE TRACT OF LAND SITUATED IN THE JOHN RAGSDALE, ABSTRACT NO 735, COLLIN COUNTY TEXAS, AND BEING PART OF A 60.0 ACRE TRACT OF LAND CONVEYED TO ROBERT L. KING ET UX IN DEED RECORDED IN VOLUME 595, PAGE 56 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS AND BEING ALL OF THAT 3.868 ACRE TRACT OF LAND AS DESCRIBED IN A DEED AS TRACT 2 AND A 0.64 ACRE PORTION OF LAND OUT OF THAT CERTAIN TRACT KNOWN AS TRACT 1 AS RECORDED IN VOLUME 3252, PAGE 532, DEED RECORDS COLLIN COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT 1/2 INCH IRON ROD FOUND AT THE NORTH RIGHT OF WAY LINE OF F.M. 455 AT ITS INTERSECTION WITH THE SOUTHEAST CORNER OF SAID 60 ACRE TRACT;

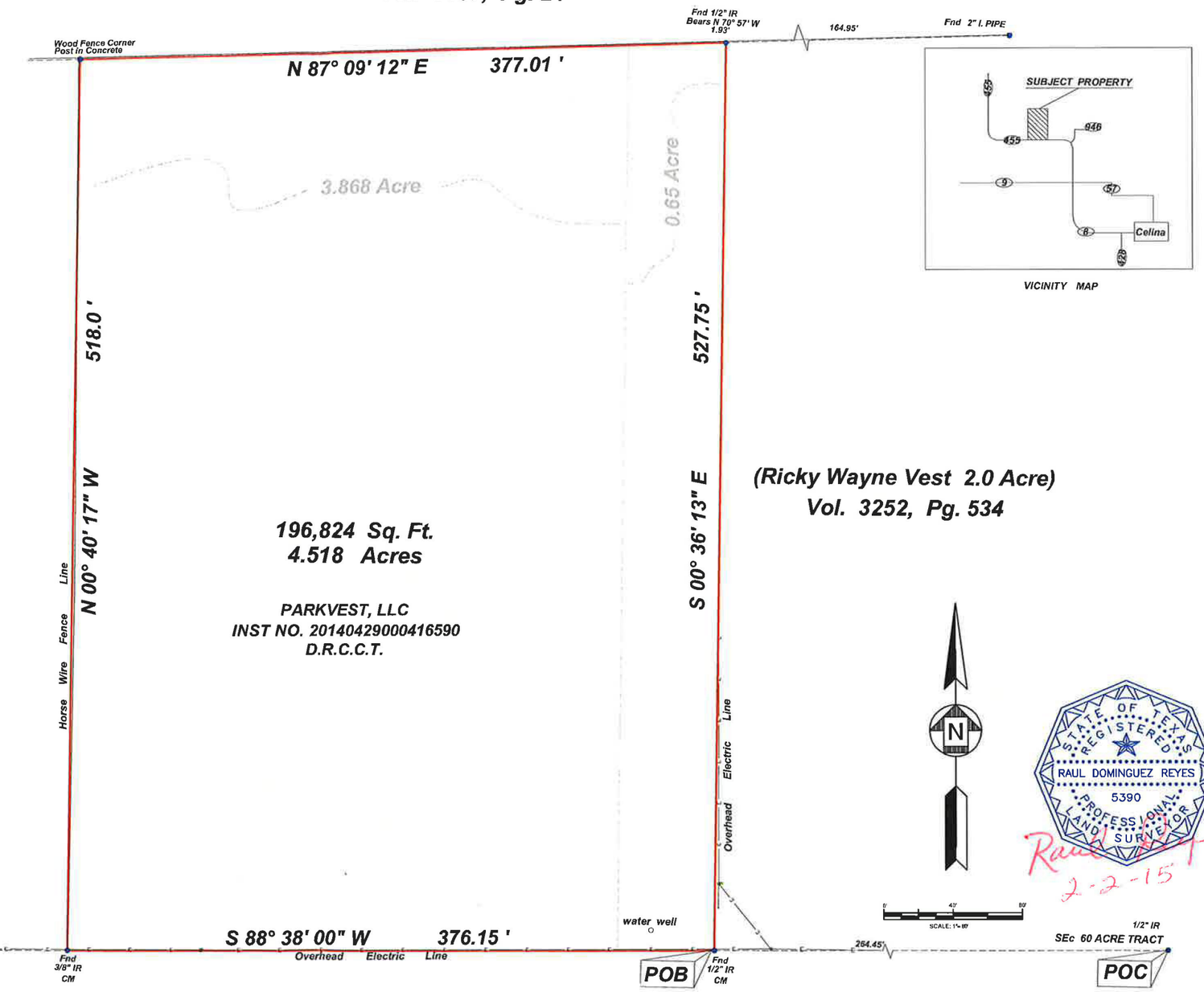
THENCE SOUTH 88 DEGREES 38 MINUTES 00 SECONDS, WEST ALONG THE NORTH RIGHT OF WAY LINE OF F.M. 455, A DISTANCE OF 264.45 TO A FOUND 1/2 INCH IRON ROD FOR THE **POINT OF BEGINNING** AND BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED 4.518 ACRE TRACT;

THENCE SOUTH 88 DEGREES 38 MINUTES 00 SECONDS, WEST CONTINUING ALONG THE NORTH RIGHT OF WAY LINE OF F.M. 455, A DISTANCE OF 376.15 FEET TO A FOUND 3/8 INCH IRON ROD AT THE BASE OF A HORSE WIRE FENCE CORNER FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED 4.518 ACRE TRACT;

THENCE NORTH 00 DEGREES 40 MINUTES 17 SECONDS WEST, ALONG A HORSE WIRE FENCE, A DISTANCE OF 518.00 FEET TO A WOODEN FENCE CORNER POST SET IN CONCRETE, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED 4.518 ACRE TRACT;

THENCE NORTH 87 DEGREES 09 MINUTES 12 SECONDS EAST, ALONG A HORSE WIRE FENCE, A DISTANCE OF 377.01 FEET TO A POINT FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED 4.518 ACRE TRACT FROM WHICH A FOUND 1/2 INCH IRON ROD AT THE BASE OF A STEEL "T" POST BEARS NORTH 70° 57' WEST A DISTANCE OF 1.93 FEET

THENCE SOUTH 00 DEGREES 36 MINUTES 13 SECONDS EAST, A DISTANCE OF 527.75 FEET, TO THE **PLACE OF BEGINNING** AND CONTAINNING 196,824 SQUARE FEET OR 4.51 ACRES OF LAND.



F. M. 455

SURVEYOR:
RAUL REYES SURVEYING
209 LAKEHURST DRIVE
WYLIE, TX., 75098
214-478-7879

OWNER:
PARKVEST, LCC

BEING A 4.518 ACRE TRACT
IN THE
JOHN RAGSDALE SURVEY
ABSTRACT NO. 735
COLLIN COUNTY, TEXAS

Attachment: Zuberi Annexation Exhibit (1043 : Pakvest LLC Annexation Hearings 4.518 Acres in John Ragsdale Survey)

City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Faulkner, City Secretary
CC: Mike Foreman, City Manager
Date: April 14, 2015
Re: Meeting time and date

Action Requested:

Consider and Act Upon a Resolution of the City of Celina, Texas, Establishing a Time and Date for Regularly Scheduled Meetings and Work Sessions. Mayor Terry

Background Information:

This resolution was prepared on suggestion from City Council for an earlier start time of regular meetings.

Board Review/Citizen Input:

N/A

Alternatives:

No change to start time

Financial Considerations:

N/A

Legal Review:

Resolution reviewed by city attorney

Supporting Documents:

Resolution

Staff Recommendation:

N/A

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.

CITY OF CELINA
RESOLUTION NO. 2015- R

A RESOLUTION OF THE CITY OF CELINA, TEXAS, ESTABLISHING A TIME AND DATE FOR REGULARLY SCHEDULED MEETINGS AND WORK SESSIONS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City has determined a date and time for regularly scheduled City Council meetings that will accommodate the needs of the Council, staff and citizens; and

WHEREAS, establishing such a date will provide fair notice to interested citizens and will maximize citizen input.

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

SECTION 1
MEETINGS

1. That regularly scheduled meetings of the Celina City Council shall be held on the second Tuesday of each month at 6:00 p.m., beginning May 12, 2015. Prior to each meeting, at 5:00 p.m., the City Council shall hold a workshop session. Said meetings and workshops shall be posted in accordance with the Texas Open Meetings Act, and unless determined otherwise, shall be held in First United Methodist Church Sanctuary, 112 N. Colorado, Celina, Texas.

2. Nothing in this Resolution shall preclude the City from holding Special Called Meetings should the need arise at a time and place properly posted.

SECTION 2
EFFECTIVE DATE

That this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 14th day of April, 2015.

Attachment: 2015- R Regular Council Meeting Times (1042 : Meeting Date and Time)

_____
SEAN TERRY, MAYOR

_____
VICKI FAULKNER, CITY SECRETARY

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Attachment: 2015- R Regular Council Meeting Times (1042 : Meeting Date and Time)

Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Planner
CC: Mike Foreman, City Manager
Date: April 14, 2015
Re: Parkside Phase 1 Final Plat

Action Requested:

Consider and Act Upon a Final Plat for Parkside Phase 1, Approximately ±22.788 Acres Situated in the M.E.P. & P.R.R. CO. Survey, Abstract No. 644. the Property is Generally Located West of Tolleson Drive, South of FM 455, North of W. Sunset Boulevard and East of FM 428. Liebman

Background Information:

The Final Plat for Parkside Phase 1 will create 78 residential lots and 5 HOA lots.

Board Review/Citizen Input:

On March 24, 2015, the Planning and Zoning Commission voted (6-0) to recommend approval of the final plat on the condition that the plat is not filed with the county until all public improvements have been inspected and approved by the city.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

- Proposed Final Plat

Staff Recommendation:

Staff Recommends Approval on the Condition that the Plat is Not Filed Until All Public Improvements Have Been Inspected and Approved by the City.

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.

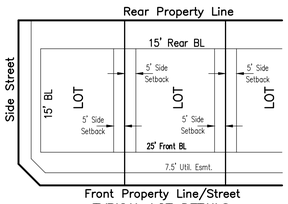
Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Dist.
C1	31.81'	500.00'	3°38'42"	N 76°19'26" E	31.80'
C2	118.90'	400.00'	17°01'52"	N 65°59'09" E	118.46'
C3	329.83'	400.00'	47°14'40"	S 81°05'33" W	320.56'
C4	106.19'	400.00'	15°12'38"	S 82°53'26" E	105.88'
C5	180.44'	700.00'	14°46'08"	S 07°19'49" W	179.94'
C6	240.10'	1050.00'	13°06'07"	S 09°06'00" E	239.58'
C7	61.18'	400.00'	8°45'46"	S 04°08'04" E	61.12'
C8	106.19'	400.00'	15°12'38"	S 82°53'26" E	105.88'
C9	111.71'	50.00'	128°00'52"	N 44°30'15" E	89.88'
C10	111.71'	50.00'	128°00'52"	N 45°29'45" W	89.88'
C11	120.96'	50.00'	138°36'34"	N 21°11'29" W	93.55'
C12	224.88'	1044.77'	12°19'57"	S 83°30'05" W	224.45'
C13	28.02'	213.00'	7°32'14"	S 76°31'48" W	28.00'
C14	382.25'	1070.92'	20°27'04"	N 29°31'46" W	380.23'
C15	144.59'	400.00'	20°42'39"	N 64°08'45" E	143.80'
C16	82.99'	375.00'	12°40'49"	N 63°48'38" E	82.82'
C17	130.73'	407.50'	18°22'53"	S 23°55'13" W	130.17'
C18	135.78'	392.50'	19°49'17"	N 24°38'25" E	135.11'
C19	47.58'	34.00'	80°10'39"	S 49°47'24" E	43.79'
C20	25.19'	18.00'	80°10'39"	N 49°47'24" W	23.18'

Line Table		
Line #	Bearing	Distance
L1	N 45°20'09" W	21.27'
L2	N 44°30'15" E	14.14'
L3	N 54°12'13" E	15.43'
L4	S 50°06'34" E	13.84'
L5	N 35°26'56" E	15.29'
L6	N 61°31'08" W	13.49'
L7	S 70°41'46" W	30.00'
L8	S 27°47'58" W	20.57'
L9	S 76°34'59" W	30.00'
L10	S 36°32'26" E	12.52'

Line Table		
Line #	Bearing	Distance
L11	N 45°29'45" W	14.14'
L12	S 44°39'31" W	21.16'
L13	S 89°48'47" W	57.52'
L14	S 80°17'55" W	84.04'
L15	N 40°26'34" W	47.31'
L16	N 43°59'36" W	13.77'
L17	S 58°04'57" W	14.54'
L18	N 45°29'45" W	14.14'
L19	N 44°30'15" E	14.14'
L20	S 31°43'30" E	13.78'

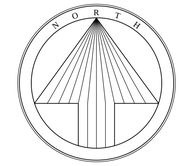
Line Table		
Line #	Bearing	Distance
L21	N 44°30'15" E	14.14'
L22	N 45°29'45" W	14.14'
L23	S 59°42'53" W	14.14'
L24	S 89°30'15" W	74.74'
L25	S 14°43'47" W	9.40'
L26	N 90°00'00" E	3.66'
L27	S 00°00'00" E	31.00'
L28	N 90°00'00" W	31.00'
L29	N 00°00'00" E	31.00'
L30	N 90°00'00" E	9.29'

Line Table		
Line #	Bearing	Distance
L31	N 14°43'47" E	20.86'
L32	N 89°30'15" E	77.36'
L33	S 89°52'43" E	67.22'
L34	S 09°42'05" E	15.89'
L35	N 09°42'05" W	15.89'
L36	N 89°52'43" W	67.19'

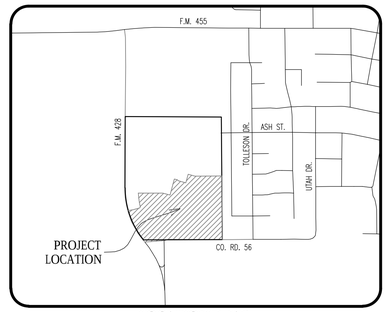


TYPICAL LOT DETAILS
78 LOTS TO PD-29 STANDARDS
ON 50' R.O.W. (w/NO ALLEY ACCESS)
(78 Lots/22.788 Acres = 3.42 units/acres)
(TYPICAL LOT SIZE = 50'X120') (TYPICAL PAD SIZE = 40'X80')

LEGEND (Not all items may be applicable)	
o	5/8" IRON ROD FOUND, UNLESS OTHERWISE NOTED
IRS	1/2" IRON ROD SET WITH YELLOW CAP STAMPED "SPIARSENG"
IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND
CM	CONTROL MONUMNET
DE	DRAINAGE EASEMENT
DUE	DRAINAGE AND UTILITY EASEMENT
UE	UTILITY EASEMENT
WE	WATER EASEMENT
SSE	SANITARY SEWER EASEMENT
STE	STREET EASEMENT
WME	WALL MAINTENANCE EASEMENT
SW & LME	SCREENING WALL & LANDSCAPE MAINTENANCE EASEMENT
(BTP)	BY THIS PLAT
R.O.W.	RIGHT-OF-WAY
Min. FF	MINIMUM FINISH FLOOR ELEVATION
BL	BUILDING LINE
	STREET NAME CHANGE
C/L	CENTERLINE
Ⓐ	BLOCK DESIGNATION
DRCCT	DEED RECORDS, COLLIN COUNTY, TEXAS
OPRCCT	OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS



60 0 30 60 120
1 inch = 60 ft.



LOCATION MAP
1" = 1000'

Forestar (USA) Real Estate Group Inc.
Document No.
20131220001668420

FUTURE PARKSIDE PHASE 2

FUTURE PARKSIDE PHASE 2

Old Celina, Ltd.
Doc. No. 20081203001382730
Zoned PD #29

Lot 1, Block 1
CELINA CITY PARK ADDITION
Cab. 2013, Pg. 100 PRCCT
Zoned AG

BRYCE CANYON DRIVE
ZION PARKWAY
YELLOWSTONE DRIVE
YOSEMITE PARK
HOT SPRINGS WAY
OLYMPIC DRIVE
SEQUOIA WAY
ARCADIA WAY
W. SUNSET BLVD.
FM 428
TOLLESON ESTATES PHASE TWO
Cab. O, Pg. 36 PRCCT
Zoned SF-7.5
STEFANIE DR.
50' R.O.W.

NOTES:

1. Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law, and is subject to fines and withholding of utilities and building permits.
2. Basis of bearing, horizontal and vertical position derived from the Texas WDS RTK Network—Texas State Plane Coordinate System, NAD83, North Central Zone (4202).
3. No part of the subject land is located in a 100-year Flood Plain or in an identified "flood prone area," as defined pursuant to the Flood Disaster Protection Act of 1973, as amended, as reflected by Flood Insurance Rate Map Panels 48085C0110J, dated June 2, 2009. The property is located in Zone "X" (areas determined to be outside the 500-year floodplain).
4. Secondary Story Window Restrictions:
   The homes adjacent to the eastern property boundary that have a second story shall not have windows on the second story facing east toward the homes and yards of the adjacent properties.
5. All open space/common area lots are to be dedicated to the HOA and the HOA will be responsible for the maintenance and upkeep of said lots.
6. Sidewalks must be installed by the Developer along all open space and common area lots.
7. The City of Celina will not exclude other utilities from dedicated water & sewer easements but reserves the right to assign the locations of other utilities in available portions of said easements. Franchise utilities shall be placed just inside the outside edge of the right-of-way (outside of sidewalk).
8. A fence may be constructed along lot lines within a surface drainage easement provided the fence does not obstruct surface drainage.
9. All lot corners and boundary corners will be set upon completion of construction with 1/2" iron rods with plastic caps stamped "SPIARSENG". The centerline of the street rights-of-way will be monumented with a scribed "X" in concrete at the P.C.'s and P.T.'s and intersection points.
10. All water and sanitary sewer easements to be dedicated to the City of Celina.
11. All SW & LME to be maintained by the HOA.

CITY PROJECT NO. P-201402-01
FINAL PLAT

PARKSIDE PHASE 1

78 RESIDENTIAL LOTS DEVELOPED &
5 HOA LOTS BEING 22.955 ACRES OUT OF THE
M.E.P. & P.R.R. CO. SURVEY ABSTRACT NO. 644
CITY OF CELINA, COLLIN COUNTY, TEXAS

Owner/Applicant
Forestar Group
14755 Preston Road, Ste. 710
Dallas, Texas 75254
Telephone (972) 341-2939
Contact: Thomas H. Burleson

Engineer/Surveyor
Spiars Engineering, Inc. TBPE No. F-2121
765 Custer Road, Suite 100
Plano, Texas 75075
Telephone (972) 422-0077
Contact: Tim C. Spiars

Scale 1"=60' March 17, 2015 SEI Job# 13-157

POINT OF BEGINNING

Attachment: Final Plat Exhibit (1049 : Parkside Phase 1 Final Plat)

OWNERS CERTIFICATE

WHEREAS Forestar (USA) Real Estate Group Inc., are the owners of a tract situated in the M.E.P. & P.R.R. Survey, Abstract No. 644, City of Celina, Collin County, Texas, the subject tract being a portion of a tract conveyed to Forestar (USA) Real Estate Group, Inc. according to the deed recorded in Document No. 20131220001668420 of the Official Public Records, Collin County, Texas (OPRCCT), the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod with plastic cap stamped "SPIARSENG" set in County Road 56, a public right-of-way, for the southeast corner of said Forestar tract;

THENCE S 89°48'48" W, 1047.52 feet along said road to a 1/2" iron rod found at the intersection of said County Road 56 with the east line of Farm to Market Road 428, a 90 foot public right-of-way, for the southwest corner of said Forestar tract;

THENCE along the east line of Farm to Market Road 428, the following:

N 39°45'18" W, 22.05 feet to a 1/2" iron rod found;

And around a tangent curve to the right having a central angle of 38°06'55", a radius of 1100.92 feet, a chord of N 20°41'50" W – 718.94 feet, an arc length of 732.37 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE departing the east line of Farm to Market Road 428, the following:

N 88°21'37" E, 30.00 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

A non-tangent curve to the left having a central angle of 11°46'39", a radius of 1070.92 feet, a chord of S 07°31'42" E – 219.74 feet, an arc length of 220.13 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 59°39'11" E, 20.90 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

N 74°30'05" E, 96.46 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

N 30°37'35" E, 14.42 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

A non-tangent curve to the right having a central angle of 10°25'59", a radius of 1075.00 feet, a chord of N 07°45'56" W – 195.48 feet, an arc length of 195.75 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

N 87°27'03" E, 50.00 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 89°45'11" E, 290.16 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

N 00°14'49" E, 200.00 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

A tangent curve to the right having a central angle of 04°28'34", a radius of 375.00 feet, a chord of N 02°29'06" E – 29.29 feet, an arc length of 29.30 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

A non-tangent curve to the right having a central angle of 175°29'32", a radius of 7.32 feet, a chord of S 85°51'08" E – 14.63 feet, an arc length of 22.43 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

A non-tangent curve to the left having a central angle of 163°35'16", a radius of 50.00 feet, a chord of S 79°52'26" E – 98.97 feet, an arc length of 142.75 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 75°17'07" E, 91.17 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 72°16'21" E, 9.51 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 30°17'07" E, 14.14 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 75°17'07" E, 110.00 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

N 14°42'53" E, 122.51 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 75°26'06" E, 100.27 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

And N 89°30'15" E, 363.76 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set on the west line of Tolleson Estates Phase Two, an addition recorded in Cabinet O, Page 36, Plat Records, Collin County, Texas;

THENCE S 00°29'45" E, along the west line thereof, passing at 904.55 feet the southwest corner of said addition, and continuing into said County Road 56 a total distance of 932.42 feet to the POINT OF BEGINNING with the subject tract containing 999,924 square feet or 22.955 acres of land.

GENERAL NOTES:

1. Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law, and is subject to fines and withholding of utilities and building permits.

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

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

4. Applicable for lots with drainage easements only
   This plat is hereby adopted by the Owners and approved by the City of Celina (Called "City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successors and assigns: The portion of Parkside Phase 1, as shown on the plat is called "Drainage and Detention Easement." the Drainage and Detention Easement within the limits of this addition, will remain accessible at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by or adjacent to the Drainage and Detention Easement. The City will not be responsible for the maintenance and operation of said Easement or for any damage to private property or person that results from conditions in the Easement, or for the control of erosion. No construction of any type of building, fence or any other structure within the Drainage and Detention Easement, as herein above defined shall be permitted, unless approved by the City Engineer. Provided, however, it is understood that in the event it becomes necessary for the City to erect or consider erecting any type of drainage structure in order to improve the storm drainage that may be occasioned by drainage in or adjacent to the subdivision, then in such event, the city shall have the right to enter upon the Drainage and Detention Easement at any point, or points, to investigate, survey or to erect, construct and maintain any drainage facility deemed necessary for drainage purposes. Each property owner shall keep the Drainage and Detention Easement clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the city shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions which may occur. The natural drainage through the Drainage and Detention Easement is subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. The City shall not be held liable for any damages of any nature resulting from the failure of any structure or structures, within the easement.

OWNERS DEDICATION

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That Forestar (USA) Real Estate Group Inc., acting herein by and through his (its) duly authorized officer(s) does hereby adopt this plat designating the herein above described property as **PARKSIDE PHASE 1**, an addition to the City of Celina, Texas, and does hereby dedicate, in fee simple to the public use forever, the streets, rights-of-way, and other public improvements shown thereon. The streets and alleys, if any, are dedicated for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed on landscape easements, if approved by the City Council of the City of Celina. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Celina's use thereof. The City of Celina and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Celina and public utility entities shall at all times have the full right ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

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

WITNESS, my hand, this the _____ day of _____, 2015.

Forestar (USA) Real Estate Group, Inc.
a Delaware Corporation

By: _____
Thomas H. Burleson
Executive Vice President, Owner

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Thomas H. Burleson, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2015.

_____
Notary Public, State of Texas

SURVEYOR'S CERTIFICATE

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

Dated this the _____ day of _____, 2015.

STATE OF TEXAS · REGISTERED · DARREN K. BROWN · 5252 · PROFESSIONAL · LAND SURVEYOR

_____
DARREN K. BROWN, R.P.L.S. NO. 5252

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Darren K. Brown, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2015

_____
Notary Public, State of Texas

FINAL PLAT

Approved by the City of Celina for filing at the office of the County Clerk of Collin County, Texas

RECOMMENDED BY: Planning and Zoning Commission, City of Celina, Texas

_____ Signature of Chairperson
_____ Date of Recommendation

APPROVED BY: City Council, City of Celina, Texas

_____ Signature of Mayor
_____ Date of Approval

ATTEST:

_____ City Secretary
_____ Date

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

_____ Mayor, City of Celina
_____ Date

ATTEST:

_____ City Secretary, City of Celina
_____ Date

CITY PROJECT NO. P-201402-01

FINAL PLAT

PARKSIDE PHASE 1

78 RESIDENTIAL LOTS DEVELOPED &
5 HOA LOTS BEING 22.955 ACRES OUT OF THE
M.E.P. & P.R.R. CO. SURVEY ABSTRACT NO. 644
CITY OF CELINA, COLLIN COUNTY, TEXAS

Owner/Applicant
Forestar Group
14755 Preston Road, Ste. 710
Dallas, Texas 75254
Telephone (972) 341-2939
Contact: Thomas H. Burleson

Engineer/Surveyor
Spiars Engineering, Inc. TBPE No. F-2121
765 Custer Road, Suite 100
Plano, Texas 75075
Telephone (972) 422-0077
Contact: Tim C. Spiars

March 17, 2015 SEI Job# 13-157

Plotted by: gbaker Plot Date: 3/24/2015 8:11 AM
Drawing: G:\2013 JOBS\13-157 Park Place Celina\Phase 1\13-157 plat.dwg Saved By: GBaker Save Time: 3/24/2015 8:10:28 AM
Attachment: Final Plat Exhibit (1049 : Parkside Phase 1 Final Plat)

City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Faulkner, City Secretary
CC: Mike Foreman, City Manager
Date: April 14, 2015
Re: Alcohol Variance for Cinco de Mayo

Action Requested:

Consider and Act Upon Approval of a Request from Gentle Creek Country Club and the Cinco De Mayo Committee for a Temporary Waiver from Celina Code of Ordinances Chapter 8, Offenses and Nuisances, Article 8.01 General Provisions, Section 8.01.002 Consumption of Alcoholic Beverage in a Public Place, to Allow Them to Serve Alcohol (Gentle Creek Country Club), in and Around the Area Commonly Known as the Celina Square During Cinco De Mayo on Saturday, May 9, 2015 from 2:00 P.M. to 11:00 P.M.

Background Information:

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Staff Recommendation:

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.

To: Mayor Sean Terry and City Council

From: Dago Rodriguez – President Cinco de Mayo Committee

Date: April 7, 2015

Re: One Day Variance

As President of the Cinco de Mayo Committee and local business owner, I would like to formally request a 1-day variance to all the sale of and consumption of alcohol at the 2015 Cinco de Mayo Festival.

The date and time of the variance will be May 9, 2015 from 2:00pm-11:00pm.

Alcohol will be contained to a sanctioned area to be determined by the Celina Cinco de Mayo Festival Committee, served by licensed TABC merchants, and not allowed out of an area fenced-off for consumption.

Thank you for your consideration.

Dago Rodriguez

Attachment: Cinco de Mayo Committe Variance Request (1064 : Alcohol Variance)

Engineering/Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Gabe Johnson, Director of Public Works
Date: April 14, 2015
Re: Wellspring Memorandum of Understanding

Action Requested:

Consider and Act to Authorize the City Manager to Execute a Memorandum of Understanding (MOU) with the Wellspring Group to Determine the Sequence of Water and Wastewater Events to Service Their Tract.

Background Information:

City staff and legal council are working with the Wellspring Group to identify the sequence of events that are currently under design to serve their tract with water and wastewater services. The MOU doesn't specifically state a completion date. As per our other agreement with neighboring developers we will be constructing the off-site water and wastewater utilities. This MOU provides the Wellspring Group and their investors of how the area will be served and includes an alternate option for wastewater services at their cost if the completion of the wastewater line to their development has been delayed.

Board Review/Citizen Input:

N/A

Alternatives:

Alternative to include specific language in the development agreement. However, the timing of this MOU will help the developer secure financing to begin the project.

Financial Considerations:

N/A

Legal Review:

Julie Fort is drafting the MOU and will final authorization before the MOU is executed.

Supporting Documents:

Staff Recommendation:

Approve

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.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Michael Montgomery, Administrative Services
Date: April 14, 2015
Re: <Insert Subject/RE Here>

Action Requested:

Consider and Act Upon Donation of Funds to El Puente De Celina Cinco De Mayo Scholarship. Foreman

Background Information:

El Puente de Celina received a scholarship from the City of Celina in 2014 to present at their annual Cinco de Mayo festival.

The Cinco de Mayo festival will take place on Saturday, May 9th, 2015 on the Historic Downtown Celina Square.

El Puente de Celina is requesting that the City Council sponsor another scholarship this year.

Financial Considerations:

Commitment of $1,000 to a scholarship.

Staff Recommendation:

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.